VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET
MAY 1, 2024, 09:30 AM

www.Estero-fl.gov

The Village Council Meeting will be conducted physically in Council Chambers at Village Hall, 9401 Corkscrew Palms Circle, with an opportunity for members to participate virtually. The meeting will be broadcasted live via the Village of Estero website https://estero-fl.gov/council/watch-meetings-online/. Please see the bottom of this agenda for further information and instructions for public participation.

AGENDA
VILLAGE COUNCIL MEETING
9401 Corkscrew Palms Circle, Estero, Florida

May 1, 2024, 09:30 am

1. CALL TO ORDER

INVOCATION

Pastor Jan Chance River of Life Church

PLEDGE OF ALLEGIANCE

ROLL CALL

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

3. PROCLAMATION

a. National Boat Safety Week

Attachment: National Boat Safety.pdf

b. 4KIDS -- National Foster Care Awareness Month

Attachment: 4KIDS.pdf

4. PUBLIC COMMENT ON NON-AGENDA ITEMS

5. CONSENT AGENDA

a. April 17, 2024 Council Meeting Minutes

Attachment: 04172024 minutes.pdf

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

7. ACTION ITEMS

a. Williams Road and Atlantic Gulf Blvd Intersection Improvements Construction Manager at Risk

Contract

Recommended Action
Motion to approve Construction Manager at Risk agreement between Village of Estero and Manhattan Construction, Inc. for Williams Road and Atlantic Gulf Blvd Intersection Project and to authorize the Village Manager to execute the agreement and any related documents or amendments as may be necessary, except for the Guaranteed Maximum Price amendment, which will be approved by Council, at a later date.

Financial Impact
The financial impact for pre-construction services is $44,760. Funding for the preconstruction services will be provided by unallocated general funds within the 2023-2024 Fiscal Year Village Budget.

The Village Council will approve the Guaranteed Maximum Price (GMP) for project construction at a future Council meeting.

Attachment: SS William.pdf
Attachment: 01-Loc Map.pdf
Attachment: 02-CMAR Agreement for Williams _ Atlantic Gulf.pdf
Attachment: 03-General Conditions Williams _ Atlantic Agreement.pdf
Attachment: 04-Manhattan Const CMAR Piggyback Agreement.pdf

b. Sandy Lane Bike/Ped Improvements Construction Manager at Risk Contract

Recommended Action
Motion to approve Construction Manager at Risk agreement between Village of Estero and Chris-Tel Construction, Inc. for the Sandy Lane Bike/Ped Improvements Project and to authorize the Village Manager to execute the agreement with an effective date of July 1, 2024 and any related documents or amendments as may be necessary, except for the Guaranteed Maximum Price amendment, which will be approved by Council, at a later date.

Financial Impact
The financial impact for pre-construction services is $28,175. Funding for this project is provided in the 2023-2024 Fiscal Year Capital Improvement Fund Budget of $2,013,790 for Sandy Lane Improvements.

The Village Council will approve the Guaranteed Maximum Price (GMP) for project construction at a future Council meeting.

Attachment: SS_Sandy Lane Bike Ped Improve.pdf
Attachment: 01 Loc Map.pdf
Attachment: 02-Sandy Lane CMAR Agreement.pdf
Attachment: 03-Sandy Lane General Conditions.pdf
Attachment: 04-Chris Tel Construction - CMAR Piggyback Agreement.pdf

c. Resolution No. 2024-06 Bonita-Estero Rail-Trail (BERT)

A Resolution of the Council of the Village of Estero, Florida Expressing Support for Bonita-Estero Rail-Trail Project; Authorizing the Village Manager to Submit Funding Requests to the Lee County Metropolitan Planning Organization; Annual Project Solicitation Cycle Prioritization, the Florida Department of Transportation, Including Requests for Shared Use Nonmotorized Trail Funding, and Other

Florida Agencies; The Federal Department of Transportation, Including the Federal Highway Administration; Providing an Effective Date.

Recommended Action
Approval of the attached Resolution will give credibility to the Village of Estero interest in this acquisition. It can also be used as the necessary financial match for Federal and State grants.

Financial Impact
The immediate impact of this Resolution is the addition of this project into our CIP and the $5M commitment. No CIP funding will occur without Village Council approval. Thus, this action is an earmark and not final until the full details of the acquisition funding package become known if a full package can be assembled.

Attachment: SS Res No 2024-06 BERT.pdf
Attachment: Res No 2024-06 Bonita Estero Rail BERT.pdf

d. Resolution No. 2024-07 Community Development Block Grant Disaster Recovery (CDBG-DR) Infrastructure Grant Applications.

A Resolution of the Village Council of the Village of Estero, Florida, Approving of the Submission of Application for a Community Development Block Grant Disaster Recovery Grant to Fund Charing Cross & Estero Bay Village Utility Extension Project, Sandy Lane & See See Street Utility Extension Project, Estero River Heights, Sherrill Lane And Luettich Lane Utility Extension Project And Broadway Avenue Improvements Project for the Village; Making Related Findings; Providing for Severability and for an Effective Date.

Recommended Action
Motion to Adopt Resolution No. 2024-07

Financial Impact
There are no direct financial impacts associated with this agenda item. If the grant applications are successful, the Village of Estero will be required to fund the costs to complete the selected projects, but the grant will reimburse the Village for those costs.

Attachment: SS Res No. 2024-07 CDBG DR Grants.pdf
Attachment: Res No 2024-07 CDBG-DR Infrastucture App.pdf

e. Resolution No. 2024-08

A Resolution of the Village Council of the Village of Estero, Florida, Authorizing and Directing the Village Manager to Prepare and Submit Community Development Block Grant-Disaster Recovery Projects to the Lee County Hurricane IAN Recovery and Resiliency Planning Program; Authorizing the Village Manager or His Designee to Accept and Execute the Grant Projects for the Lee County Hurricane IAN Recovery and Resiliency Planning Program when Received from Lee County; Authorizing the Village Manager or His Designee to Accept and Execute Grant Agreements with Sub-Recipients; authorizing the

Village Manager to Amend the Projects, as Needed, with Such Amendment(s) Complying with the Rules and Regulations of the Lee County Hurricane IAN Recovery and Resiliency Planning Program; Making Related Findings; Providing for Severability and for an Effective Date.

Recommended Action
Motion to approve Resolution No. 2024-08 authorizing the Village Manager to perform various duties including accepting and authorizing CDBG-DR grants from HUD and administered by Lee County.

Financial Impact
Positive impact to the Village by utilizing and receiving Federal grant funding for projects.

Attachment: SS Res No 2024-08 .pdf
Attachment: Resolution No. 2024-08 Auth.pdf

f. Resolution No. 2024-09

A Resolution of the Village Council of the Village of Estero, Florida, Adopting a Policy Protecting Individuals Engaged in Nonviolent Civil Rights Demonstrations; Making Related Findings; Providing for Severability and for an Effective Date.

Recommended Action
Motion to approve Resolution No. 2024-09 Excessive Force Policy.

Financial Impact
Positive impact to the Village by utilizing and receiving Federal grant funding for projects.

Attachment: SS Res No. 2024-09 Excessive Force.pdf
Attachment: Res No 2024-09 Excessive Force Resolution.pdf

8. SECOND READING AND PUBLIC HEARING

This was deferred from April 17, 2024

a. Second Reading of Ordinance No. 2024-05 Bella Terra Cell Tower

This was deferred from April 17, 2024
An Ordinance of the Village Council of the Village of Estero, Florida, Approving an Amendment to the Commercial Planned Development Zoning in the Bella Terra Development to Allow the use of Wireless Communication Facility a 12-Acre Parcel located at 19980 Bella Terra Boulevard; Providing for Severability; Providing for Conflicts; and Providing an Effective Date.

Recommended Action
Approve Ordinance No. 2024-05.

Financial Impact
Minor cost for newspaper advertisement for second reading.

Attachment: SS Ordinance 2024-05.pdf
Attachment: 1 a Ordinance No 2024-05.pdf
Attachment: 1 a Village Council Ordinance - Exhibit A Site Plan.pdf
Attachment: 2 DCI2023-E002 Bella TerraStaffReport_VillageCouncil.pdf
Attachment: 2_1. Staff Report Attachment A - Future Land Use Map.pdf
Attachment: 2_2. Staff Report Attachment B - Zoning Map.pdf
Attachment: 2_3. Staff Report Attachment C - Applicant Photo Simulation _ Balloon Study.pdf
Attachment: 2_4. Staff Report Attachment D - Balloon Study Affidavit.pdf
Attachment: 2_5STA_1.PDF
Attachment: 2_6. Staff Report Attachment F - Applicant Submittals.pdf
Attachment: 3 Broadus.pdf
Attachment: 4 Cell Tower PZDB eComments.pdf

9. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

10. VILLAGE ATTORNEY'S REPORT

11. VILLAGE MANAGER'S REPORT

12. ADJOURNMENT

General Attachments

- Transcript.pdf

VILLAGE OF ESTERO COUNCIL MEETING
WEDNESDAY, MAY 1, 2024, 9:30 A.M.

DISCLAIMER:
THIS FILE REPRESENTS AN UNEDITED VERSION OF REALTIME
CAPTIONING WHICH SHOULD NEITHER BE RELIED UPON FOR COMPLETE
ACCURACY NOR USED AS A VERBATIM TRANSCRIPT.
ANY PERSON WHO NEEDS A VERBATIM TRANSCRIPT OF THE
PROCEEDINGS MAY NEED TO HIRE A COURT REPORTER.

09:31:17 >>Mayor McLain: GOOD MORNING.
09:31:19 WELCOME TO THE VILLAGE OF ESTERO, A PLACE THAT WE CALL
09:31:23 PARADISE.
09:31:24 I WOULD NOW LIKE TO CALL THE MAY 1st, 2024, VILLAGE
09:31:31 COUNCIL MEETING TO ORDER.
09:31:31 [SOUNDING GAVEL]
09:31:32 I'D ALSO LIKE TO WELCOME AGAIN TO HELP US ALL CELEBRATE
09:31:38 MAYDAY, WHICH IS MAY 1st, WHICH HAPPENS TO BE TODAY.
09:31:41 BECAUSE WE HAVE A PRETTY GOOD CROWD IN HERE TODAY, I'D LIKE
09:31:45 TO MAKE SURE THAT WE DON'T GET INTERRUPTED BY ANYONE'S CELL
09:31:49 PHONE, INCLUDING MINE.
09:31:51 IF YOU WOULD ALL TAKE THE TIME TO SILENCE YOUR CELL PHONE OR
09:31:55 ANY OTHER BUZZERS YOU'VE GOT, PLEASE SHUT THOSE OFF.
09:31:58 [CELL PHONES RINGING]
09:32:01 I WOULD ALSO LIKE TO REMIND EVERYBODY WHO IS GOING TO SPEAK
09:32:04 TODAY THAT LIKE US HERE, WE WANT TO SPEAK INTO THESE
09:32:07 MICROPHONES SO EVERYBODY CAN HEAR WHAT'S GOING ON.
09:32:09 SO IF YOU COME UP TO THE PODIUM THERE, IT'S ADJUSTABLE.

09:32:15 YOU CAN BRING IT UP OR DOWN.
09:32:16 MAKE YOURSELF COMFORTABLE WITH THIS.
09:32:18 THIS MORNING, I WOULD LIKE TO INTRODUCE PASTOR JAN CHANCE OF
09:32:23 THE RIVER OF LIFE CHURCH IN ESTERO.
09:32:25 THANK YOU, JAN.
09:32:26 >> THANK YOU FOR HAVING ME.
09:32:28 IF EVERYONE COULD BOW YOUR HEADS AND JOIN ME IN PRAYER.
09:32:31 DEAR HEAVENLY FATHER, WE THANK YOU SO MUCH, LORD GOD, FOR
09:32:34 THIS BEAUTIFUL DAY IN SOUTHWEST FLORIDA AND FOR THE AREA WE
09:32:37 ARE SO BLESSED TO LIVE IN.
09:32:39 GOD, I THANK YOU FOR THIS GROUP OF LEADERS ON THE VILLAGE OF
09:32:43 ESTERO COUNCIL AND AS THIS GROUP AND OTHERS MAKE DECISIONS
09:32:47 CONCERNING OUR COMMUNITY, I ASK, LORD GOD, THAT YOU WOULD
09:32:50 GIVE THEM INSIGHT AND UNDERSTANDING FOR ALL THAT SURROUNDS
09:32:56 THE DECISIONS AND HELP THEM TO THINK CLEARLY THROUGH THE
09:32:58 DECISION-MAKING PROCESS.
09:33:00 GUIDE THEM, LORD, AS THEY CAST VISION FOR THE VILLAGE OF
09:33:03 ESTERO AND TACKLE CHALLENGES THAT FACE OUR COMMUNITY.

09:33:08 I ASK, LORD GOD, THAT YOU WOULD PROTECT AND PROVIDE FOR THEM
09:33:11 AND THEIR FAMILIES AS THEY GIVE OF THEIR TIME AND ENERGY TO
09:33:14 SERVE.
09:33:15 LORD, BLESS OUR FIRST RESPONDERS AND THEIR FAMILIES.
09:33:19 PLEASE PROTECT THEM AND KEEP THEM SAFE.
09:33:22 I ASK, LORD GOD, THAT YOU WOULD BLESS AND PROTECT THE
09:33:24 STUDENTS, TEACHERS, AND STAFF IN OUR LOCAL SCHOOLS AND GIVE

09:33:28 THEM GODLY WISDOM AND DISCERNMENT.
09:33:31 I THANK YOU FOR THE CHURCHES, THE BUSINESSES, AND THE NOT
09:33:33 FOR PROFITS THAT HELP SUPPORT OUR COMMUNITY AND ASK AS WELL,
09:33:36 LORD GOD, THAT YOU WOULD BLESS EACH OF THEM.
09:33:39 LORD, AS I CLOSE OUT HERE, I WOULD JUST LIKE TO FINISH IN
09:33:42 YOUR WORDS FOR THIS GROUP WHO IS GATHERED HERE TODAY.
09:33:46 MAY THE LORD BLESS YOU AND PROTECT YOU.
09:33:49 MAY THE LORD SMILE UPON YOU AND BE GRACIOUS TO YOU.
09:33:54 MAY THE LORD SHOW YOU HIS FAVOR AND GIVE YOU HIS PEACE.
09:33:57 IN JESUS NAME, AMEN.
09:34:00 >>Mayor McLain: THANK YOU, JAN.
09:34:01 PLEASE STAND AND JOIN US IN THE PLEDGE OF ALLEGIANCE.
09:34:04 I'LL ASK THE VICE-MAYOR TO LEAD US IN THIS.
09:34:09 [PLEDGE OF ALLEGIANCE]
09:34:21 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL.
09:34:31 >>Vice-Mayor Ribble: I'M HERE.
09:34:35 >>Larry Fiesel: HERE.
09:34:40 >>Mayor McLain: HERE.
09:34:41 >>Lori Fayhee: HERE.
09:34:45 >>Rafael Lopez: HERE.
09:34:45 >>Jim Ward: HERE.
09:34:49 >>George Zalucki: HERE.
09:34:50 >>Mayor McLain: NEXT ON THE AGENDA IS THE APPROVAL OF THE
09:34:52 AGENDA.
09:34:53 DOES ANYONE HAVE ANY ADDITIONS, DELETIONS, OR CHANGES TO THE

09:34:57 AGENDA?
09:34:59 >>Robert Eschenfelder: MR. MAYOR, AGENDA 7E, 2024-08,
09:35:05 VILLAGE STAFF IN WORKING WITH CONSULTANTS, THE CONSULTANTS
09:35:07 HAD RECOMMENDED SOME MORE DETAILED LANGUAGE IN IT.
09:35:11 WHAT YOU HAVE IN FRONT OF YOU IS A REPLACEMENT RESOLUTION.
09:35:15 THE SUBSTANCE OF WHAT'S GOING ON REALLY DOESN'T CHANGE.
09:35:18 THE WORDS HAVE BEEN TWEAKED TO BETTER SATISFY WHAT THE
09:35:22 CONSULTANT THINKS IS NEEDED.
09:35:23 THAT'S THE ONLY CHANGE THAT I HAVE.
09:35:25 >>Mayor McLain: THANK YOU.
09:35:26 ANY QUESTIONS ON THAT AT ALL, COUNCIL?
09:35:28 NONE.
09:35:28 I'LL NOW ENTERTAIN A MOTION TO APPROVE THE AGENDA.
09:35:34 >>Larry Fiesel: I MAKE A MOTION TO APPROVE THE AGENDA.

09:35:36 >>Mayor McLain: COUNCILMAN FIESEL MADE THE MOTION AND
09:35:39 SECONDED BY COUNCILPERSON LORI FAYHEE.
09:35:42 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL?
09:35:44 >>Larry Fiesel: AYE.
09:35:45 >>Lori Fayhee: AYE.
09:35:47 >>Rafael Lopez: AYE.
09:35:48 >>Jim Ward: AYE.
09:35:50 >>George Zalucki: AYE.
09:35:52 >>Vice-Mayor Ribble: AYE.
09:35:52 >>Mayor McLain: AYE.
09:35:53 NEXT ON THE AGENDA, WE HAVE TWO PROCLAMATIONS TO BE

09:35:57 PRESENTED.
09:35:58 THE FIRST ONE IS GOING TO BE GOING TO BE FOR NATIONAL BOAT
09:36:05 SAFETY.
09:36:05 THE SECOND ONE WILL BE FOR 4KIDS NATIONAL FOSTER CARE
09:36:10 AWARENESS MONTH IN MAY.
09:36:11 I'LL GO DOWN OFF THE PODIUM AND HAVE FLOTILLA 96, COMMANDER
09:36:21 MICHAEL, AND CHUCK MOORE WILL JOIN US.
09:36:25 I ASK YOU TO COME UP AND I WILL PRESENT THE PROCLAMATION.
09:36:29 THE VILLAGE OF ESTERO PROCLAMATION: WHEREAS, ON AVERAGE 660
09:37:04 PEOPLE DIE EACH YEAR IN BOATING RELATED ACCIDENTS IN THE
09:37:07 UNITED STATES; 80 PERCENT OF THOSE ARE FATALITIES CAUSED BY
09:37:11 DROWNING; AND WHEREAS, THE VAST MAJORITY OF THESE ACCIDENTS
09:37:15 ARE CAUSED BY HUMAN ERROR OR POOR JUDGMENT AND NOT BY THE
09:37:19 BOAT OR EQUIPMENT; AND WHEREAS, A SIGNIFICANT NUMBER OF
09:37:24 BOATERS WHO LOSE THEIR LIVES BY DROWNING EACH YEAR WOULD BE
09:37:28 ALIVE TODAY HAD THEY WORN THEIR LIFE JACKETS; AND WHEREAS,
09:37:32 FLOTILLA 96 OF THE UNITED STATES COAST GUARD AUXILIARY IS
09:37:39 TASKED WITH SUPPORTING THE ACTIVE DUTY UNITED STATES COAST
09:37:41 GUARD BY PROMOTING RECREATIONAL BOATING SAFETY IN BONITA
09:37:46 SPRINGS; AND WHEREAS, FLOTILLA 96 PLANS TO OFFER BOATING
09:37:52 SAFETY CLASSES, VESSEL SAFETY CHECKS AND OTHER AMBITIOUS
09:37:56 BOATING SAFETY AWARENESS PROGRAMS DURING THE WEEK OF MAY
09:37:59 18-24, 2024; AND WHEREAS, THE RESIDENTS AND THE VILLAGE OF
09:38:04 ESTERO WISH TO RECOGNIZE FLOTILLA 96 OF THE UNITED STATES
09:38:10 COAST GUARD AUXILIARY FOR THEIR HONORABLE SERVICE.

09:38:13 NOW, THEREFORE, I, JON McLAIN, OF THE VILLAGE OF ESTERO,
09:38:17 LEE COUNTY, FLORIDA, DO HEREBY SUPPORT THE GOALS OF THE SAFE
09:38:21 BOATING CAMPAIGN AND PROCLAIM MAY 18-24 AS "NATIONAL SAFE
09:38:27 BOATING WEEK" TO URGE ALL THOSE WHO BOAT TO PRACTICE SAFE
09:38:31 BOATING HABITS AND WEAR A LIFE JACKET AT ALL TIMES WHILE
09:38:35 NAVIGATING THE WATERWAYS OF SOUTHWEST FLORIDA.
09:38:38 IN WITNESS THEREOF, THEREFORE, I HAVE HERETO SET MY HAND AND
09:38:46 CAUSED THE SEAL OF THE VILLAGE OF ESTERO TO BE AFFIXED THIS
09:38:50 DAY, 1st DAY OF MAY, 2024.
09:38:53 CONGRATULATIONS.

09:38:55 THANK YOU.
09:39:08 >> WE'RE VERY PLEASED AND PROUD TO ACCEPT THIS PROCLAMATION
09:39:19 FROM THE VILLAGE OF ESTERO.
09:39:21 MAYOR, THANK YOU VERY, VERY MUCH.
09:39:24 WE APPRECIATE THE RECOGNITION.
09:39:25 WHAT WE HOPE, HOWEVER, IS THAT WHAT WE DO WILL TAKE ROOT IN
09:39:30 THE BOATING PUBLIC TO AMELIORATE THE DEATHS THAT OCCUR.
09:39:36 AS MANY OF YOU KNOW, WE'VE HAD A COUPLE OF RECENT DEATHS
09:39:39 HERE LOCALLY, AND WE AIM TO TRY TO ELIMINATE THAT ENTIRELY
09:39:44 BY EDUCATING THE BOATING PUBLIC.
09:39:47 WE ENCOURAGE EVERYONE WHO BOATS IN SOUTHWEST FLORIDA AND
09:39:52 INDEED THROUGHOUT THE COUNTRY TO TAKE SOME BOATING SAFETY
09:39:56 CLASSES.
09:39:57 THEY ARE OFFERED.
09:39:58 MANY OF THEM ARE FOR FREE.

09:40:00 SOME OF THEM WE CHARGE FOR.
09:40:01 BUT THEY ARE VERY WORTHWHILE.
09:40:03 AND I WILL LEAVE YOU ALL WITH ONE LAST REQUEST.
09:40:07 PLEASE, IF YOU ARE BOATING, WEAR YOUR LIFE JACKET.
09:40:10 IT WILL MAKE A BIG DIFFERENCE.
09:40:12 THANK YOU.
09:40:13 >>Mayor McLain: THANK YOU.
09:40:15 [APPLAUSE]
09:40:15 OKAY.
09:40:25 THE NEXT PROCLAMATION IS 4KIDS NATIONAL FOSTER CARE
09:40:31 AWARENESS MONTH.
09:40:33 RICK JACOBS 4 KIDS SOUTHWEST FLORIDA EXECUTIVE DIRECTOR IS
09:40:38 HERE.
09:40:39 DID WE GET ANY OTHER FOLKS TO SHOW UP?
09:40:42 OKAY.
09:40:44 YOU'RE TAKING THE PICTURES.
09:40:45 LET ME READ THE PROCLAMATION.
09:40:47 THE VILLAGE OF ESTERO PROCLAMATION: WHEREAS, THE VILLAGE OF
09:40:51 ESTERO, FLORIDA HAS MADE THE FOLLOWING DETERMINATIONS.
09:40:55 THE FAMILY IS THE INDISPENSABLE FOUNDATION OF SOCIETY.
09:41:01 AT ITS BEST, IT PERFORMS TASKS THAT NO OTHER ENTITY CAN HOPE
09:41:05 TO DUPLICATE.
09:41:06 THE FAMILY HAS PRIMARY RESPONSIBILITY FOR NURTURING
09:41:09 CHILDREN, TRANSMITTING OUR CULTURE, AND BUILDING THE
09:41:13 CHARACTER TRAITS THAT MAKE FOR HEALTHY ADULTS AND GOOD

09:41:18 CITIZENS.
09:41:18 UPON THE STRENGTH OF THE FAMILY RESTS THE FUTURE OF OUR
09:41:21 NATION; AND WHEREAS, FOR A VARIETY OF REASONS, HOWEVER, SOME
09:41:26 PARENTS ARE UNABLE TO PROVIDE A MINIMALLY ACCEPTABLE LEVEL
09:41:31 OF CARE FOR THEIR CHILDREN AND TEMPORARY OR PERMANENT
09:41:35 ALTERNATIVE PLACEMENT IS NECESSARY.

09:41:36 NATIONAL FOSTER CARE MONTH PRESENTS AN APPROPRIATE
09:41:41 OPPORTUNITY FOR ALL OF US -- PUBLIC OFFICIALS, BUSINESS,
09:41:45 RELIGIOUS, AND COMMUNITY LEADERS AND PARENTS ALIKE -- TO
09:41:48 REFLECT ON THE PRESSURES FACING FAMILIES TODAY AND ON THE
09:41:53 NEED FOR INCREASED EFFORTS TO ENSURE THAT ABANDONED OR
09:41:56 ABUSED CHILDREN HAVE THE OPPORTUNITY TO LIVE IN HEALTHY,
09:42:00 LOVING HOMES; AND WHEREAS, THE EMPHASIS IN FOSTER CARE MUST
09:42:07 BE ON THE WELL-BEING OF THE CHILD AND PUBLIC POLICY MUST
09:42:11 SERVE TO PROMOTE ALTERNATIVE PLACEMENT THAT REPRESENTS
09:42:15 ACTUAL CARE AND NOT MERE CUSTODY.
09:42:19 TO ACCOMPLISH THIS GOAL, MANY MORE HAPPY AND SUCCESSFUL
09:42:22 FAMILIES MUST BE WILLING TO STEP FORWARD AND TO OFFER TO
09:42:26 SHARE HEART AND HOME WITH CHILDREN DESPERATELY LONGING FOR
09:42:31 BOTH; AND WHEREAS, NATIONAL FOSTER CARE MONTH ALSO PROVIDES
09:42:34 AN OPPORTUNITY TO OFFER PUBLIC THANKS FOR THE SACRIFICES AND
09:42:39 DEDICATION OF THE MANY FOSTER PARENTS AND CONCERNED
09:42:42 PROFESSIONALS WORKING IN THE FIELD OF FOSTER CARE; AND NOW,
09:42:46 THEREFORE, I MAYOR JON McLAIN OF THE VILLAGE OF ESTERO,
09:42:50 LEE COUNTY, FLORIDA, DO HEREBY PROCLAIM THAT MAY 2024 BE

09:42:56 DESIGNATED AS "NATIONAL FOSTER CARE AWARENESS MONTH" IN
09:43:00 ESTERO, FLORIDA.
09:43:01 IN WITNESS THEREFORE, I HAVE HEREUNTO SET MY HAND AND CAUSED
09:43:07 THE SEAL OF THE VILLAGE OF ESTERO TO BE AFFIXED THIS DAY OF
09:43:10 1st DAY OF MAY 2024.
09:43:13 CONGRATULATIONS.
09:43:15 [APPLAUSE]
09:43:15 TAKE A PICTURE FIRST.
09:43:22 I'LL LET YOU HANDLE THAT.
09:43:33 >> THANK YOU.
09:43:34 WE'RE HONORED TO RECEIVE THIS ON BEHALF OF OUR ORGANIZATION
09:43:36 HERE IN SOUTHWEST FLORIDA.
09:43:37 WE FOCUS ON THREE THINGS, NOT JUST A HOME FOR EVERY CHILD,
09:43:41 WHICH YESTERDAY, THERE WERE 23 KIDS THAT CAME INTO CARE, AND
09:43:44 THERE WEREN'T ENOUGH HOMES.
09:43:46 WE'RE TRYING TO RAISE UP MORE FAMILIES TO MAKE A DIFFERENCE
09:43:48 SO THEY ARE NOT SLEEPING IN OFFICES BEING SHIPPED TO OTHER
09:43:51 PARTS OF THE STATE, BUT WE HAVE ENOUGH LOVING FAMILIES HERE
09:43:54 THAT ARE DOING THAT.
09:43:55 BUT WE ALSO FOCUS ON HOPE.
09:43:57 IT IS OUR HOPE INITIATIVE WHERE WE CAN KEEP FAMILIES
09:44:00 TOGETHER, RESOURCE THEM.
09:44:01 LAST YEAR WE SERVED 165 CHILDREN RIGHT HERE IN SOUTHWEST
09:44:05 FLORIDA, KEEPING FAMILIES TOGETHER BEFORE THOSE CHILDREN GOT
09:44:07 REMOVED.

09:44:09 AND IT SAVED THE STATE A LITTLE OVER $2 MILLION, SO WE'RE
09:44:12 EXCITED TO BE HERE IN SOUTHWEST FLORIDA AFTER 27 YEARS ON

09:44:16 THE EAST COAST, NOW HERE FOR TWO AND A HALF YEARS AND MAKING
09:44:19 A HUGE IMPACT IN HELPING CHANGE THE LIVES OF KIDS THAT ARE
09:44:24 PLACED INTO FOSTER CARE.
09:44:26 SO THANK YOU, THE VILLAGE OF ESTERO.
09:44:27 THANK YOU, MAYOR FOR YOUR SUPPORT, AND WE LOVE SERVING THIS
09:44:31 COMMUNITY.
09:44:32 [APPLAUSE]
09:44:35 >>Mayor McLain: THANK YOU FOR THE GOOD WORK.
09:44:36 THANK YOU.
09:44:36 ITEM NUMBER 4 ON THE AGENDA, WE WILL TAKE PUBLIC COMMENTS ON
09:45:07 ITEMS THAT ARE NOT ON OUR AGENDA.
09:45:11 IN ORDER TO SPEAK, YOU MUST COMPLETE A CARD BEFORE THE
09:45:14 MEETING.
09:45:14 YOU'LL HAVE THREE MINUTES TO SPEAK.
09:45:16 MADAM CLERK, DO WE HAVE ANYONE SIGNED UP TO SPEAK?
09:45:20 >>Carol Sacco: YOU HAVE NONE, MAYOR.
09:45:21 >>Mayor McLain: OKAY.
09:45:23 THANK YOU.
09:45:23 NEXT ON THE AGENDA IS THE CONSENT AGENDA.
09:45:25 ITEM NUMBER 5A, THE VILLAGE COUNCIL MEETING MINUTES FROM
09:45:31 APRIL 17.
09:45:32 DO ANY OF THE COUNCIL MEMBERS HAVE ANY COMMENTS OR CHANGES
09:45:35 THEY WOULD LIKE TO IMPLEMENT?

09:45:36 IF NOT, I WILL ENTERTAIN A MOTION TO APPROVE THE CONSENT
09:45:41 AGENDA.
09:45:41 >>Vice-Mayor Ribble: SO MOVED.
09:45:43 >>Mayor McLain: THE VICE-MAYOR HAS MADE THE MOTION.
09:45:45 SECONDED BY COUNCILMAN LOPEZ.
09:45:49 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL.
09:45:55 >>George Zalucki: AYE.
09:45:56 >>Jim Ward: AYE.
09:45:56 >>Rafael Lopez: AYE.
09:45:59 >>Lori Fayhee: AYE.
09:46:01 >>Larry Fiesel: AYE.
09:46:01 >>Vice-Mayor Ribble: AYE.
09:46:03 >>Mayor McLain: AYE.
09:46:04 NEXT ON THE AGENDA IS ITEM 7A, WILLIAMS ROAD AND ATLANTIC
09:46:11 GULF BOULEVARD INTERSECTION IMPROVEMENTS CONSTRUCTION
09:46:14 MANAGER AT RISK CONTRACT.
09:46:15 STEVE, WOULD YOU PLEASE INTRODUCE THIS ITEM.
09:46:20 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
09:46:22 THIS IS A CONSTRUCTION MANAGER AT-RISK CONTRACT PROPOSAL
09:46:27 THAT HELPS US DELIVER ON ONE OF OUR CAPITAL IMPROVEMENT
09:46:33 PROGRAMS.
09:46:34 THE CONSTRUCTION MANAGER AT RISK, CMAR, IS A TYPE OF
09:46:44 CONSTRUCTION METHODOLOGY WHERE WE HIRE OUT CONSULTANTS TO
09:46:48 MANAGE OUT PROJECTS UNDER THE GUIDANCE OF OUR DIRECTOR OF

09:46:52 PUBLIC WORKS AND VILLAGE ENGINEER.

09:46:55 THIS IS A WAY OF SUPPLEMENTING VILLAGE STAFF AND GETTING THE
09:46:59 NECESSARY PROFESSIONAL EXPERIENCE TO MOVE PROJECTS FORWARD.
09:47:03 IN THIS CASE, WE'RE LOOKING AT HIRING MANHATTAN CONSTRUCTION
09:47:07 COMPANY TO HANDLE THE WILLIAMS AND ATLANTIC GULF BOULEVARD
09:47:11 INTERSECTION IMPROVEMENTS.
09:47:14 WHAT THEIR TASK WILL BE IS TO EVALUATE THE PROJECT UP FRONT,
09:47:19 CREATE A PROJECT SCHEDULE, DEVELOP COST ESTIMATES AND THEN
09:47:27 HANDLE THE BIDDING FOR THE PROJECT ON OUR BEHALF WITH A
09:47:30 GUARANTEED MAXIMUM PRICE PROPOSAL AND A CONTRACT SCHEDULE.
09:47:34 SO THIS IS ONE WAY THAT WE'RE USING TO EXPEDITE PROJECTS.
09:47:41 THIS PRELIMINARY PROCESS WILL COST US JUST UNDER $45,000.
09:47:49 SO THIS COMES TO YOU WITH A RECOMMENDATION FOR APPROVAL ON
09:47:53 ONE OF THE PROJECTS THAT'S ALREADY BEEN APPROVED BY THE
09:47:56 VILLAGE COUNCIL AS PART OF OUR CAPITAL IMPROVEMENT PROGRAM.
09:48:00 >>Mayor McLain: DOES COUNCIL HAVE ANY QUESTIONS?
09:48:03 >>George Zalucki: MR. MAYOR, I HAVE ONE QUESTION.
09:48:05 THANK YOU, STEVE FOR THIS.
09:48:06 I SUPPORT THIS.
09:48:07 THE ONLY QUESTION I HAVE IS LOOKING THROUGH ALL OF THE
09:48:09 INFORMATION, HAS THERE BEEN A DESIGN THAT HAS BEEN APPROVED
09:48:14 FOR THIS OR IS THAT GOING TO BE PART OF THEIR SCOPE AS WELL?
09:48:17 >>Steven Sarkozy: WE'VE GOT THE DESIGN, BUT THEY WILL BE
09:48:20 DOING VALUE ENGINEERING AND ALSO THE PERMITTING TO HELP US
09:48:23 GET THIS PROJECT DONE.
09:48:25 SO IT MAY COME BACK WITH SOME TWEAKS BEFORE WE GET INTO

09:48:28 FINAL CONSTRUCTION.
09:48:29 >>George Zalucki: THANK YOU.
09:48:30 >>Jim Ward: QUICK QUESTION, STEVE.
09:48:32 HOW DOES THIS DIFFER FROM JUST GOING OUT AND HIRING A
09:48:36 GENERAL CONTRACTOR WHO THEN WOULD GO OUT AND LOOK FOR
09:48:41 SUBCONTRACTORS?
09:48:41 >>Steven Sarkozy: THE CONSTRUCTION MANAGER AT RISK IS ONE
09:48:44 WHERE THEY COME IN AND THEY GIVE US A GUARANTEED BID TO DO
09:48:48 -- PERFORM THE WORK WITHOUT OVERRUNS, WITHOUT RISK TO PRICE
09:48:52 TO THE VILLAGE.
09:48:53 SO WHEN WE'RE OUT DOING CONSTRUCTION WORK, IF WE USE THE
09:48:58 GENERAL PROCESS, WE'RE SUBJECT TO COST OVERRUNS AND CHANGE
09:49:02 ORDERS AND SO ON.
09:49:04 IN THIS CASE, WE'RE CAPPED.
09:49:07 THE CONTRACTOR IN THIS CASE THEN ASSUMES ALL OF THE RISK.
09:49:12 >>Jim Ward: SO THEY GO OUT AND HIRE SUBCONTRACTORS WITH THE
09:49:15 INTENT OF A GUARANTEED MAXIMUM PRICE.
09:49:17 >>Steven Sarkozy: CORRECT.
09:49:18 >>Jim Ward: THANK YOU.
09:49:21 >>Larry Fiesel: MR. MAYOR, I HAVE QUESTIONS.

09:49:23 FIRST OF ALL, I WOULD LIKE TO ASK WITHIN THE AUDIENCE TODAY,
09:49:27 IS THERE ANYONE HERE THAT'S HERE BECAUSE OF THIS PARTICULAR
09:49:29 AGENDA ITEM?
09:49:30 THREE?
09:49:33 OKAY.

09:49:34 GOOD.
09:49:34 THANK YOU.
09:49:35 APPRECIATE THAT.
09:49:37 THIS HAS BEEN, FOR VICE-MAYOR RIBBLE AND MYSELF, WE'VE HAD
09:49:43 E-MAILS OVER THE YEARS ABOUT THIS PARTICULAR INTERSECTION
09:49:45 IMPROVEMENT.
09:49:47 STEVE, I'M CONFUSED TO SOME DEGREE ON THIS.
09:49:52 I KNOW YOU CAN PROBABLY SATISFY MY CONFUSION WITH ANSWERS.
09:49:58 THE SECOND MEETING THAT I SAT ON IN THIS COUNCIL IN APRIL OF
09:50:02 2021, WE MADE A RESOLUTION FOR A BUDGET AMENDMENT TO FUND
09:50:07 THIS ROAD GOING FORWARD.
09:50:10 AT THAT TIME, I HAVE WRITTEN DOWN THAT THE DESIGN WAS TO BE
09:50:15 DONE BY OCTOBER OF 2022.
09:50:16 ALSO THE INTERSECTION IMPROVEMENT DESIGN CONTRACT HAD BEEN
09:50:19 AWARDED OR WAS GOING TO BE AWARDED TO KCA AND THE PROJECT
09:50:23 MANAGEMENT CONTRACT WAS GOING TO BE AWARDED TO CW3.
09:50:26 WHAT HAPPENED TO ALL OF THAT BACK THREE YEARS AGO THAT WE'RE
09:50:30 NOW HAVING A CONSTRUCTION MANAGER AT RISK?
09:50:34 >>Steven Sarkozy: WELL, THIS IS MOVING INTO THE CONSTRUCTION
09:50:36 PHASE SO THAT WE'RE ACTUALLY GOING TO BE PERFORMING THE
09:50:41 WORK.
09:50:41 THE TIMELINE ON THIS PROJECT HAS BEEN, QUITE FRANKLY, A
09:50:46 MONSTER.
09:50:47 WE'VE BEEN DEALING WITH PROPERTY ISSUES AT THE CORNER WITH
09:50:50 REGARD TO THE WALGREENS AND ALSO EASEMENT ISSUES WITH THE

09:50:57 PROPERTY OWNERS ON THE NORTH SIDE OF THE STREET AND DEALING
09:51:03 WITH TRAFFIC MOVEMENTS THERE THAT ARE QUITE DIFFICULT.
09:51:08 IT WAS ORIGINALLY DESIGNED WITH LIMITED STACKING ABILITY AT
09:51:14 U.S. 41.
09:51:16 AND WE'VE GOT A WETLAND INVOLVED.
09:51:18 WE'VE GOT PROPERTY ON THE NORTH WITH SENIOR HOME AND THEN
09:51:24 WALGREENS ALL CREATING DIFFICULT ISSUES IN TERMS OF MOVING
09:51:28 THIS PROJECT FORWARD.
09:51:31 IT'S PROBABLY THE BIGGEST HEADACHE THAT WE HAVE IN OUR
09:51:35 CAPITAL IMPROVEMENT PROGRAM, FRANKLY, GETTING THIS THING UP
09:51:38 AND RUNNING.
09:51:39 SO THIS IS ONE WAY OF TRYING TO EXPEDITE THE PROCESS AS WE
09:51:44 MOVE INTO CONSTRUCTION.
09:51:48 >>Larry Fiesel: I RECALL -- AND I CAN'T FIND IT IN MY NOTES
09:51:54 -- WE HAD A WORKSHOP AFTER THE SUBSEQUENT 2021 MEETING THAT
09:51:56 WOULD WIDEN THE INTERSECTION AT THE CONNECTION OF 41 SO

09:52:00 TRUCKS COULD MAKE A WEEKEND TURN, MOVING THE UTILITY POLES
09:52:03 AND EVERYTHING.
09:52:04 I DON'T REMEMBER NOW IF WE APPROVED THAT OR IF THAT WAS JUST
09:52:07 A RECOMMENDATION OF THE PEOPLE THAT WERE DESIGNING IT.
09:52:10 HAVE WE RECEIVED -- DO WE HAVE THE EASEMENT THAT WE NEED
09:52:17 FROM THE COMMUNITY TO THE SOUTH AND THE WALGREENS SO WE CAN
09:52:21 MOVE FORWARD OR IS THAT A PART OF WHAT WE'RE DOING NOW?
09:52:24 >>Steven Sarkozy: WE STILL NEED ONE -- I'M GOING FROM MEMORY
09:52:29 HERE, ONE OF THE EASEMENTS YET.

09:52:32 AND THAT'S PART OF THE PROCESS.
09:52:34 >>Larry Fiesel: OKAY.
09:52:36 THANK YOU.
09:52:38 >>Mayor McLain: STEVE, I'VE GOT A QUESTION, SINCE LARRY
09:52:42 BROUGHT THAT UP.
09:52:43 WHEN WE'RE LOOKING BACK IN '22, I THINK YOU SAID, WERE WE
09:52:46 NOT LOOKING AT ALL OF COCONUT AT THAT POINT, PUTTING THREE
09:52:50 ROUNDABOUTS IN --
09:52:51 >>Steven Sarkozy: NO, NO.
09:52:52 THIS IS WILLIAMS.
09:52:53 WILLIAMS.
09:52:53 >>Mayor McLain: OH, THIS IS WILLIAMS, NOT COCONUT.
09:52:56 OKAY.
09:52:56 SORRY.
09:52:57 >>Steven Sarkozy: WE DO HAVE A ROUNDABOUT IN HERE, BUT THAT
09:52:59 ROUNDABOUT, THE SIZE AND THE LOCATION OF THAT IS AN ISSUE.
09:53:05 WE DON'T HAVE ENOUGH RIGHT-OF-WAY AND WE'RE TRYING TO WEAVE
09:53:10 IT IN BETWEEN WETLAND AND PRIVATE PROPERTY THAT IS LIMITED.
09:53:15 >>Mayor McLain: OKAY.
09:53:16 THANK YOU.
09:53:16 ANY OTHER QUESTIONS?
09:53:17 IF NOT, WE'LL OPEN IT UP TO PUBLIC COMMENTS.
09:53:21 DO WE HAVE ANYONE TO SPEAK?
09:53:23 >>Carol Sacco: WE HAVE NONE.
09:53:25 NO E-COMMENTS.

09:53:27 >>Mayor McLain: I WILL NOW ENTERTAIN A MOTION TO MOVE THIS
09:53:31 FORWARD.
09:53:31 COUNCILMAN LOPEZ HAS MADE THE MOTION.
09:53:34 >>Larry Fiesel: I WOULD SECOND THE MOTION.
09:53:38 >>Mayor McLain: SECONDED BY COUNCILMAN LARRY FIESEL.
09:53:40 MADAM CLERK, PLEASE CALL THE ROLL.
09:53:42 >>Larry Fiesel: AYE.
09:53:44 >>Lori Fayhee: AYE.
09:53:46 >>Rafael Lopez: AYE.
09:53:47 >>Jim Ward: AYE.
09:53:49 >>George Zalucki: AYE.
09:53:50 >>Vice-Mayor Ribble: AYE.

09:53:51 >>Mayor McLain: AYE.
09:53:52 NEXT ON THE AGENDA IS 7B, SANDY LANE BIKE/PED IMPROVEMENTS
09:54:00 CONSTRUCTION MANAGER AT RISK.
09:54:02 STEVE, WOULD YOU PLEASE INTRODUCE THIS?
09:54:04 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
09:54:06 AGAIN, AS THE INTRODUCTION INDICATES, THIS IS REGARDING THE
09:54:10 SANDY LANE BIKE/PED IMPROVEMENTS FROM CORKSCREW ROAD NORTH
09:54:15 UP TO BROADWAY.
09:54:17 IN THIS CASE, WE'RE PROPOSING THE CONSTRUCTION MANAGER
09:54:22 AT-RISK APPROACH AGAIN, THIS TIME GOING TO CHRIS-TEL
09:54:27 CONSTRUCTION.
09:54:27 THEY WOULD BE INVOLVED IN THE PRECONSTRUCTION PHASE AS WELL
09:54:33 AS THE EVALUATION OF THE PROJECT, SCHEDULING, COST

09:54:36 ESTIMATES, AND THEN PROJECT BIDDING.
09:54:38 ULTIMATELY THIS PROJECT IS DIFFICULT IN THE SENSE THAT IT'S
09:54:45 -- WE HAVE LIMITED RIGHT-OF-WAY BETWEEN CORKSCREW ROAD AND
09:54:49 THE ESTERO RIVER.
09:54:52 AS WE MOVE NORTH OF THE RIVER, WE HAVE MORE RIGHT-OF-WAY,
09:54:56 BUT WE'RE DEALING WITH ISSUES RELATED TO THE ADJOINING
09:55:00 RESIDENTIAL COMMUNITY.
09:55:02 THIS PROVIDES AN 8- TO 10-FOOT WIDE PATH, 8 FEET IN CERTAIN
09:55:07 AREAS WHERE WE HAVE LIMITED RIGHT-OF-WAY AND 10 FEET FOR THE
09:55:11 MAJOR PORTION OF THE SIDEWALK NORTH OF THE RIVER.
09:55:15 THE TOTAL PROJECT INITIALLY COMES IN AT $28,000 AND WE'LL BE
09:55:22 EXPANDING THIS AS WE CAN AS WE GET INTO THE CONSTRUCTION
09:55:26 PROCESS.
09:55:26 THOSE BIDS -- OR THOSE CONTRACTS WILL COME BACK TO THE
09:55:30 VILLAGE COUNCIL HERE IN A COUPLE OF MONTHS.
09:55:32 WE'RE GOING TO PROVIDE AN UPDATE AT THE NEXT COUNCIL MEETING
09:55:40 AT A WORKSHOP ON ALL OF OUR PROJECTS, INCLUDING THE
09:55:45 CONTRACTS THAT ARE INVOLVED, THE STATUS OF THE PROJECT, AND
09:55:50 THE TIMETABLE MOVING FORWARD SO THAT YOU GET A COMPLETE VIEW
09:55:54 OF ALL OF THE PROJECTS BECAUSE WE HAVE SEVERAL GOING ON AND,
09:55:59 FRANKLY, THERE IS A LOT TO KEEP TRACK OF.
09:56:02 >>Mayor McLain: I THINK THAT WOULD BE GOOD FOR COUNCIL TO
09:56:07 SPEAK.
09:56:08 I DON'T KNOW HOW MANY MANAGER AT RISK CONTRACTS WE HAVE.
09:56:10 WITH THESE, PROBABLY FOUR OR FIVE AT THIS POINT OF PROJECTS.

09:56:13 >>Steven Sarkozy: CORRECT.
09:56:13 >>Mayor McLain: THE EFFORT IS TO MOVE THESE THINGS IN A MORE
09:56:17 RAPID PACE WITH LIMITED STAFF, WE COULDN'T DO FIVE OR SIX OF
09:56:21 THESE PROJECTS ALL AT THE SAME TIME.
09:56:24 HOPEFULLY, YOUR CONCERN, MY CONCERN, AND ALL OF US, WE'LL BE
09:56:29 ABLE TO GET TO THE END GAME SOONER THAN WE HAVE IN THE PAST.
09:56:33 ANY QUESTIONS FROM COUNCIL?
09:56:34 MADAM CLERK, DO WE HAVE ANYONE TO SPEAK?

09:56:38 >>Carol Sacco: NO.
09:56:39 WE HAVE NO PUBLIC COMMENT AND NO E-COMMENTS, MAYOR.
09:56:41 >>Mayor McLain: I WILL NOW ENTERTAIN A MOTION TO APPROVE
09:56:43 THIS ITEM.
09:56:44 VICE-MAYOR RIBBLE HAS MADE THE MOTION AND SECONDED BY
09:56:48 COUNCILMAN WARD.
09:56:50 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL.
09:56:53 >>George Zalucki: AYE.
09:56:54 >>Jim Ward: AYE.
09:56:56 >>Rafael Lopez: AYE.
09:56:57 >>Lori Fayhee: AYE.
09:56:59 >>Larry Fiesel: AYE.
09:57:00 >>Vice-Mayor Ribble: AYE.
09:57:01 >>Mayor McLain: AYE.
09:57:02 NEXT ON THE AGENDA IS ITEM 7C, RESOLUTION 2024-06.
09:57:09 MADAM CLERK, WOULD YOU PLEASE READ THE RESOLUTION?
09:57:12 >>Carol Sacco: RESOLUTION 2024-06, A RESOLUTION OF THE

09:57:16 COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, EXPRESSING
09:57:19 SUPPORT FOR BONITA-ESTERO RAIL-TRAIL PROJECT; AUTHORIZING
09:57:26 THE VILLAGE MANAGER TO SUBMIT FUNDING REQUESTS TO THE LEE
09:57:29 COUNTY METROPOLITAN PLANNING ORGANIZATION; ANNUAL PROJECT
09:57:33 SOLICITATION CYCLE PRIORITIZATION, THE FLORIDA DEPARTMENT OF
09:57:36 TRANSPORTATION, INCLUDING REQUESTS FOR SHARED USE
09:57:39 NONMOTORIZED TRAIL FUNDING AND OTHER FLORIDA AGENCIES; THE
09:57:43 FEDERAL DEPARTMENT OF TRANSPORTATION, INCLUDING THE FEDERAL
09:57:45 HIGHWAY ADMINISTRATION; PROVIDING AN EFFECTIVE DATE.
09:57:48 >>Mayor McLain: THANK YOU.
09:57:49 STEVE, WOULD YOU PLEASE INTRODUCE THIS ITEM?
09:57:52 >>Steven Sarkozy: THANK YOU, MAYOR AND VILLAGE COUNCIL.
09:57:56 THE BERT TRAIL HAS BEEN IDENTIFIED IN TWO OF OUR MASTER
09:58:02 PLANS AS AN IMPORTANT FUTURE ELEMENT TO BE ACQUIRED BY THE
09:58:09 VILLAGE OR SOME OTHER REGIONAL AGENCY AND THEN DEVELOPED AS
09:58:12 A BIKE AND PEDESTRIAN CORRIDOR.
09:58:15 IT'S ONE OF THE FEW NORTH-SOUTH CORRIDORS THAT WE REALLY
09:58:19 HAVE THAT PROVIDES THIS TRAIL OPTION.
09:58:21 BUT IT'S ALSO BENEFICIAL TO THE VILLAGE IN TERMS OF
09:58:27 STORMWATER FLOW FOR MANY OF OUR AREAS THAT EXTEND FROM THE
09:58:33 SOUTH UP TO THE ESTERO RIVER.
09:58:35 IN THIS CASE, THE TRUST FOR PUBLIC LAND, WHICH IS A NATIONAL
09:58:41 NOT FOR PROFIT AGENCY, HAS SECURED A PURCHASE AND SALE
09:58:49 AGREEMENT WITH THE SEMINOLE RAIL LINE FOR THE ACQUISITION OF
09:58:52 THE APPROXIMATELY 15 MILES OF RAIL LINE FROM ALICO ROAD

09:58:59 SOUTH TO WIGGINS PASS ROAD IN COLLIER COUNTY.
09:59:03 THE PRICE FOR THE 15-MILE STRETCH IS $82 MILLION.
09:59:06 THE CHALLENGE FOR US NOW IS TO FIND A WAY TO COME UP WITH
09:59:11 $82 MILLION.

09:59:12 THAT'S NOT SOMETHING THAT WE CAN AFFORD ON OUR OWN OR EVEN
09:59:19 OUR PRORATED SHARE.
09:59:21 SO OUR OBJECTIVE HERE IS TO TRY TO FIND WAYS TO GET STATE
09:59:24 AND FEDERAL GRANTS OR OTHER SOURCES OF FUNDING TO ACQUIRE
09:59:29 THE RAIL LINE.
09:59:30 THIS IS KIND OF THE FIRST STEP IN THAT PROCESS.
09:59:38 AND THIS RESOLUTION DOES THREE THINGS.
09:59:41 NUMBER ONE, IT ESTABLISHES A FORMAL IDENTIFICATION OF THE
09:59:47 IMPORTANCE OF THIS RAIL SEGMENT FOR THE VILLAGE AND FOR THE
09:59:55 REGION AND YOUR RESOLUTION THEN IS AN INDICATION TO OTHER
10:00:00 AGENCIES THAT THIS IS OF LOCAL INTEREST.
10:00:04 NUMBER TWO, IT AUTHORIZES THE STAFF TO FORMALLY CONVEY THIS
10:00:11 TO THE METROPOLITAN PLANNING OFFICE, THE MPO, SO THEY CAN
10:00:16 PUT THIS SEGMENT OF CORRIDOR INTO THEIR REGIONAL PLAN.
10:00:21 AND THE THIRD THING THAT IT DOES IS PROVIDE AN ALLOCATION
10:00:26 WITHIN OUR CAPITAL IMPROVEMENT PROGRAM OF $5 MILLION AS OUR
10:00:30 LOCAL MATCH INTO THIS EFFORT.
10:00:34 IT'S SHOWING KIND OF GOODWILL ON THE PART OF THE VILLAGE FOR
10:00:39 THIS PROJECT.
10:00:40 THIS IS NOT A COMMITMENT OF THOSE DOLLARS FORMALLY.
10:00:46 IT'S A SOFT EARMARK WITHIN OUR C.I.P. AND SHOULD THE TRUST

10:00:52 FOR PUBLIC LAND BE SUCCESSFUL, WE BE SUCCESSFUL IN
10:00:59 ASSEMBLING ENOUGH MONEY TO BUY THIS, THE FINAL PACKAGE AND
10:01:05 ANY ALLOCATION, FORMAL ALLOCATION FROM THE VILLAGE WOULD
10:01:07 COME BACK TO THE VILLAGE COUNCIL FOR FINAL APPROVAL.
10:01:10 SO THESE THREE THINGS ARE REALLY THE START OF THE PROCESS
10:01:15 AND JUST LEGITIMIZE THE EFFORTS TO -- INITIALLY HERE TO SEEK
10:01:21 STATE, FEDERAL, AND OTHER FUNDING.
10:01:23 >>Mayor McLain: THANK YOU, STEVE.
10:01:25 DOES COUNCIL HAVE ANY QUESTIONS?
10:01:29 >>George Zalucki: MR. MAYOR, I JUST HAVE A COMMENT.
10:01:31 THANK YOU, STEVE, FOR THAT.
10:01:32 YOU MADE IT CLEAR THE ACTION IS AN EARMARK AND NOT FINAL.
10:01:36 I THINK THERE STILL NEEDS TO BE SOME DISCUSSION OR FUTURE
10:01:38 DISCUSSION ON THE MERITS OF THE TRAIL.
10:01:40 I THINK MOST OF US ARE IN SUPPORT OF IT, BUT THERE ARE SOME
10:01:43 COMMUNITIES THAT HAVE SOME IMPACTS THAT I THINK WE NEED TO
10:01:46 FURTHER DISCUSS AND VET.
10:01:47 JUST TO BE CLEAR, THIS IS JUST AN EARMARK.
10:01:51 THIS IS NOT FINAL PLANNING OR APPROVAL.
10:01:53 >>Steven Sarkozy: ABSOLUTELY.
10:01:54 IN THOSE CASES WHERE WE DO HAVE INDIVIDUALS OR COMMUNITIES
10:01:59 THAT ARE GOING TO BE AFFECTED BY THIS, WE'RE REALLY
10:02:04 SENSITIVE TO THOSE ISSUES AND ARE WORKING WITH THEM ON AN
10:02:07 ONGOING BASIS.
10:02:09 >>George Zalucki: THANK YOU.

10:02:10 >>Mayor McLain: I THINK AS WE GET FURTHER ALONG THE PROCESS,
10:02:13 THERE WILL BE OTHER FOLKS WHEN WE START TO DELIVER --
10:02:18 PURCHASING THE $82 MILLION TRAIL, AS WE START TO IMPROVE IT,
10:02:22 IT'S GOING TO BE OUR OBLIGATION TO MAKE SURE THAT WE
10:02:26 PUBLICLY GO OUT AND SAY, HERE IS THE PLAN THAT WE'RE HAVING.
10:02:31 HOW DOES THAT INTERACT WITH THE COMMUNITY.
10:02:33 THE WAY I LOOK AT THE $5 MILLION ADDITIONAL TO THE CAPITAL
10:02:38 PLAN, NOT A COMMITMENT, BUT IT'S IN THE PLAN, IS THAT IT
10:02:42 AVAILS OURSELVES TO GIVE THE LAND FOR PUBLIC TRUST THE
10:02:48 ABILITY TO SAY ESTERO, BONITA, LEE COUNTY ARE ALL INTERESTED
10:02:53 IN THIS THING AND IT'S IMPORTANT TO THE COMMUNITY.
10:02:56 AND BASED ON THAT, WE'RE HOPING THAT STATE, FEDERAL MONIES
10:03:00 AND MAYBE CHARITABLE DONATIONS WILL GET TO THAT $82 MILLION
10:03:05 FIGURE AND HOPEFULLY AFTER THAT, ONCE THAT'S DONE, THEN WE
10:03:10 GET MORE OPPORTUNITIES FOR FUNDING THE ACTUAL IMPROVEMENTS
10:03:12 IN THERE.
10:03:15 THIS IS ONLY STEP NUMBER ONE.
10:03:18 LOOK AT IT AS ONE POINT SOMETHING BECAUSE WE'VE BEEN WORKING
10:03:21 ON THIS FOR FOUR YEARS.
10:03:23 IT'S GOOD TO BE AT THIS POINT, BUT IT'S NOT DONE YET AND
10:03:29 WE'RE HOPEFUL THAT OUR LAND FOR PUBLIC TRUST ARE GOING TO BE
10:03:32 SUCCESSFUL GIVEN THEY ARE EXPERTS IN THIS AND FEEL PRETTY
10:03:37 CONFIDENT.
10:03:38 ANY PUBLIC COMMENTS?
10:03:39 >>Carol Sacco: YES, WE HAVE SIX.

10:03:40 THE FIRST ONE WILL BE MR. SCOTT STRYKER FROM BELLA TERRA.
10:03:47 >>Mayor McLain: EVERYBODY THAT'S GOING TO SPEAK, PLEASE
10:03:49 STATE YOUR NAME, ADDRESS AND GET INTO THE MICROPHONE AS BEST
10:03:52 AS POSSIBLE.
10:03:52 THANK YOU.
10:03:54 >> GOOD MORNING.
10:03:54 THANK YOU FOR YOUR TIME TODAY.
10:03:56 SCOTT STRYKER, 20026 LARINO LOOP, ESTERO, FLORIDA, 33928.
10:04:03 FOR THOSE WHO DON'T KNOW, I AM THE VILLAGE'S REPRESENTATIVE
10:04:05 FOR THE LEE COUNTY MPO BICYCLE AND PEDESTRIAN COORDINATING
10:04:09 COMMITTEE AS WELL AS -- I'VE BEEN APPOINTED BY GOVERNOR
10:04:14 DESANTIS TO DEP'S FLORIDA GREENWAYS AND TRAILS COUNCIL.
10:04:20 I WOULD JUST LIKE TO SAY, TRAILS LIKE BERT IMPROVE SAFETY
10:04:24 FOR RESIDENTS.
10:04:26 THEY IMPROVE HEALTH FOR RESIDENTS.
10:04:27 THEY IMPROVE ECONOMIC OUTLOOK FOR LOCAL SMALL BUSINESSES,
10:04:31 AND THEY INCREASE HOME VALUES FOR THE GREATER AREA, BUT
10:04:35 ESPECIALLY FOR THOSE HOMES CLOSEST TO THE TRAIL.
10:04:38 THANK YOU FOR YOUR TIME TODAY.
10:04:40 >>Mayor McLain: THANK YOU.
10:04:40 >>Carol Sacco: NEXT IS MR. TERRY KOCH FROM CORKSCREW SHORES.
10:04:51 >> HI.

10:04:52 TERRY KOCH, 14241 MOONLIT WAY, CORKSCREW SHORES.
10:04:57 I'M AN ACTIVE MEMBER OF THE FRIENDS OF BERT ORGANIZATION,
10:05:01 WHICH I'M SURE MOST PEOPLE UNDERSTAND WHAT THAT IS.

10:05:04 ALSO RECENTLY APPOINTED TO THE LEE COUNTY PARKS AND
10:05:07 RECREATION CITIZENS ADVISORY BOARD.
10:05:11 LOOKING FORWARD TO GETTING INVOLVED IN THAT ALSO.
10:05:13 I'M AN ACTIVE MEMBER OF FRIENDS OF BERT, AND WE ALL KNOW
10:05:17 THERE ARE OVER 3,000 MEMBERS OF THE FRIENDS OF BERT.
10:05:20 SO THERE IS A HUGE GROUP OF PEOPLE THAT ARE REALLY
10:05:25 SUPPORTIVE OF THIS ENTIRE OBJECTIVE OF THIS NEW RAIL TRAIL.
10:05:30 I REALLY JUST WANT TO THANK YOU.
10:05:33 I WANT TO SAY THANK YOU FOR YOUR LEADERSHIP.
10:05:35 THANK YOU FOR APPROVING THIS APPROPRIATION.
10:05:37 I KNOW IT'S NOT A COMMITMENT, BUT IT CERTAINLY SHOWS A LOT
10:05:40 OF FORESIGHT AND VISION IN WHAT THIS TRAIL CAN BECOME AND
10:05:44 WHAT IT CAN BRING TO OUR REGION AND OUR RESIDENTS OF THE
10:05:47 REGION.
10:05:48 IT WILL BE A HUGELY VALUABLE ADDITION TO THE VILLAGE OF
10:05:51 ESTERO AND TO THE CITIZENS.
10:05:53 IT WILL PROVIDE SAFE WALKING, RUNNING, RECREATING, CYCLING,
10:05:58 WHATEVER YOU WANT TO DO ON THAT TRAIL, A VERY SAFE PLACE
10:06:02 AWAY FROM TRAFFIC AND ALL THE CONGESTION THAT WE HAVE.
10:06:05 AS YOU KNOW, IT'S GOING TO BE ADJACENT TO THAT -- THE NEW
10:06:10 RECREATIONAL FACILITY THAT THE VILLAGE IS PLANNING ON
10:06:13 WILLIAMS ROAD THERE, THE PICKLEBALL AND RECREATION FACILITY.
10:06:17 OF COURSE, THAT'S NEXT TO THE HIGH SCHOOL WHICH THE VILLAGE
10:06:20 IS WORKING WITH THE HIGH SCHOOL ON THAT RECREATIONAL
10:06:22 FACILITY.

10:06:22 THAT'S RIGHT NEXT TO THE COUNTY PARK.
10:06:25 THAT'S PRETTY CLOSE TO THE STATE PARK.
10:06:28 THINK ABOUT THAT WHOLE REGION AND WE HAVE A TRAIL RUNNING
10:06:32 THROUGH THAT WHOLE REGION OF ALL THAT RECREATION, ALL THOSE
10:06:35 RECREATION CAPABILITIES AND OPPORTUNITIES FOR OUR CITIZENS.
10:06:39 JUST A WONDERFUL VISION THAT YOU HAVE TO MAKE THAT A REALITY
10:06:42 AND TO ALLOW RESIDENTS TO GET TO ALL THOSE RECREATIONAL
10:06:45 FACILITIES SAFELY THROUGH A TRAIL FROM NORTH AND FROM SOUTH.
10:06:48 I JUST WANT TO THANK YOU AGAIN FOR YOUR LEADERSHIP, YOUR
10:06:52 VISION AND TO CONTINUE TO SEEK FUNDING THROUGH ALL THE
10:06:56 SOURCES THAT WE'RE -- WHERE FUNDING IS AVAILABLE.
10:06:59 STATE, FEDERAL, LOCAL, NONPROFIT, YOU NAME IT, BUT THERE ARE
10:07:02 A LOT OF SOURCES OUT THERE.
10:07:04 WE HAVE TO COBBLE IT TOGETHER AND PUT IT TOGETHER AND MAKE
10:07:07 IT A REALITY.
10:07:07 THANK YOU VERY MUCH, VILLAGE OF ESTERO.
10:07:08 THANK YOU.
10:07:08 >>Mayor McLain: THANK YOU.

10:07:10 >>Carol Sacco: NEXT IS MR. STEVE NOVOSAD FROM THE VINES.
10:07:20 >> GOOD MORNING, EVERYONE.
10:07:21 MY NAME IS STEVE NOVOSAD.
10:07:23 19664 LOST CREEK DRIVE IN THE VINES.
10:07:26 I'M A MEMBER OF THE LOST CREEK HOA BOARD OF DIRECTORS AND A
10:07:30 MEMBER OF THE VINES RAILS TO TRAILS COMMITTEE.
10:07:33 THE VINES IS -- THE RAILS TO TRAILS COMMITTEE IS DEDICATED

10:07:39 TO KEEPING OUR COMMUNITIES AS THEY EXIST SAFE, SECURE, AND
10:07:43 PRIVATE.
10:07:44 THE ONLY PLACE IN THE COUNTRY WHERE A RAIL TRAIL WOULD
10:07:49 BISECT A PRIVATE GATED COMMUNITY.
10:07:51 IN ANY EVENT, I WANT TO THANK THE MAYOR AND THE MEMBERS OF
10:07:54 THE COUNCIL FOR THE OPPORTUNITY TO SPEAK ON THIS VERY
10:07:57 IMPORTANT ISSUE, AN ISSUE UPON WHICH YOU MAY OR MAY NOT
10:08:00 REMEMBER I'VE STRIDENTLY SPOKEN ABOUT IN THE PAST.
10:08:03 IN ANY EVENT, I DO, HOWEVER, WANT TO ESPECIALLY THANK
10:08:08 VILLAGE MANAGER SARKOZY FOR MEETING WITH MEMBERS OF OUR
10:08:12 RAILS TO TRAILS COMMITTEE.
10:08:14 WE ARE GRATEFUL THAT HE AND OTHERS ON THIS PANEL RECOGNIZE
10:08:17 THE DIFFICULTIES AND IMPACT BERT WOULD HAVE ON OUR
10:08:20 COMMUNITIES AND HAVE EXPRESSED THE POSITION THAT THE TPL AND
10:08:25 ANY OTHERS INVOLVED MUST FINALLY INCLUDE US AND GIVE US A
10:08:29 SEAT AT THE TABLE IN THE DESIGN PHASE OF BERT AS IT PERTAINS
10:08:32 TO THE UNIQUE ISSUES OF THE VINES AS A FIRST PRIORITY IN
10:08:36 THIS MATTER TO SEE IF THERE ARE AVENUES OF AGREEMENT SO AS
10:08:40 TO AVOID ANY POTENTIAL LITIGATION OF OUR ISSUES WHICH NO ONE
10:08:43 WANTS TO DO, WHICH COULD INCREASE THE COST.
10:08:46 WE TRULY HOPE THAT THE COUNCIL AGREES TO THESE PROPOSITIONS
10:08:50 TO INCLUDE US IN THE DESIGN AND TRY TO HELP US WORK TOWARDS
10:08:54 A REASONABLE, RESPONSIBLE SOLUTION FOR OUR UNIQUE ISSUES.
10:08:58 I PERSONALLY BELIEVE THIS WOULD BE A GOOD START FOR BERT
10:09:01 PROPONENTS OF WHICH I AM ONE, FINALLY TAKING INTO ACCOUNT

10:09:04 OUR INTEREST IN MAINTAINING AND CONTINUING OUR SAFETY,
10:09:07 SECURITY, AND PRIVACY WHEN PLANNING THE DESIGN AND RELATED
10:09:10 MATTERS.
10:09:11 THANK YOU.
10:09:11 >>Mayor McLain: THANK YOU.
10:09:14 >>Carol Sacco: OUR NEXT ONE IS MS. LORRAINE DISKEN FROM
10:09:18 BELLA TERRA.
10:09:18 I'M SORRY.
10:09:24 SORRY ABOUT THAT.
10:09:25 OUR NEXT ONE IS BARRY FREEDMAN FROM THE VINES.
10:09:38 >> MY NAME IS BARRY FREEDMAN.
10:09:40 19875 VINTAGE TRACE CIRCLE IN THE VINES.
10:09:44 I'M HERE REPRESENTING THE ESTERO COUNTRY CLUB AS VICE-CHAIR
10:09:48 OF THE RAILS TO TRAILS COMMITTEE.

10:09:50 MY PRIMARY PURPOSE HERE THIS MORNING IS TO THANK THE COUNCIL
10:09:55 IN GENERAL AND MANAGER SARKOZY IN PARTICULAR FOR GIVING US
10:10:00 HIS PERSONAL ATTENTION TO THE ISSUES THAT ARE OF CONCERN TO
10:10:05 THE RESIDENTS AND THE HOMEOWNERS AT THE VINES REGARDING THE
10:10:08 SAFETY AND SECURITY THAT WE HAVE TO HAVE AS THIS TRAIL
10:10:12 CONTINUES TO DEVELOP.
10:10:15 NONE OF US KNOW THAT IT'S REALLY GOING TO HAPPEN, BUT WE
10:10:20 FEEL BETTER THAN A 50-50 CHANCE THAT THE MONEY WILL SOMEHOW
10:10:23 BE RAISED TO BUY THE TRAIL AND THEN ALL KINDS OF MONEY THAT
10:10:27 WE KNOW ABOUT TO DO THE MAINTENANCE AND DEVELOPMENT.
10:10:29 WE APPRECIATE THE FACT THAT WE'VE BEEN ASKED TO PARTICIPATE

10:10:33 IN THE INITIAL DESIGN, ENGINEERING, PLANNING SPECIFICALLY
10:10:41 RELATED TO THE ISSUES RELATED TO THE VINES SO THAT WHEN IT
10:10:44 COMES TIME TO AN OVERALL PLANNING WITH THE MPO, WHOEVER THEY
10:10:48 PICK TO DO THE PD & E, THAT WE CAN PARTICIPATE PERSONALLY
10:10:52 AND BE READY WITH A PLAN THAT MAKES SENSE TO MAKE THIS TRAIL
10:10:57 EFFECTIVE FOR NOT JUST THE VINES BUT THE WHOLE ESTERO
10:11:01 COMMUNITY.
10:11:01 WE'RE TALKING ABOUT 1.2 MILES OUT OF THE ROUGHLY 8 MILES
10:11:05 THAT RUNS THROUGH THE VILLAGE OF ESTERO.
10:11:07 FINALLY, I WOULD JUST REMIND THOSE OF YOU WHO ARE INTERESTED
10:11:11 THAT THE MAYOR AND I AND SOME OTHERS ARE HEADING TO THE
10:11:14 LEGACY PARK THIS COMING MONDAY TO VISIT WITH THE PEOPLE WHO
10:11:18 DEVELOPED IT AND THE PEOPLE FROM THE LANDS FOR PUBLIC TRUST
10:11:21 SO THAT WE CAN GET A PHYSICAL VISUAL OF SOME OF THE THINGS
10:11:24 THEY DID THERE TO PROTECT THE SECURITY OF SOME AREAS WHERE
10:11:29 IT WAS NECESSARY TO DO THINGS LIKE FLYOVERS AND FENCES AND
10:11:32 BRIDGES AND GATES AND SO ON.
10:11:34 SO WE WANT TO BE ON THE FOREFRONT OF IT.
10:11:36 WE APPRECIATE THE OPPORTUNITY TO BE ON THAT -- BE ACTIVE
10:11:40 WITH THIS PARTICIPATION.
10:11:41 AGAIN, THANK YOU MR. MAYOR AND MR. SARKOZY.
10:11:44 THANK YOU.
10:11:46 >>Carol Sacco: THAT'S IT, MAYOR.
10:11:47 WE ALSO HAD E-COMMENTS THAT WERE SENT OUT TO THE COUNCIL
10:11:50 YESTERDAY.

10:11:50 >>Mayor McLain: THANK YOU.
10:11:51 I WILL NOW ENTERTAIN A MOTION REGARDING THIS ITEM.
10:11:58 >>George Zalucki: MR. MAYOR, I'LL MOVE THE ITEM.
10:12:01 >> I SECOND IT.
10:12:01 >>Mayor McLain: COUNCILMAN ZALUCKI HAS MADE THE MOTION AND
10:12:04 SECONDED BY COUNCILMAN LOPEZ.
10:12:07 MADAM CLERK, PLEASE CALL THE ROLL.
10:12:10 >>Larry Fiesel: AYE.
10:12:10 >>Lori Fayhee: AYE.
10:12:12 >>Rafael Lopez: AYE.

10:12:13 >>Jim Ward: AYE.
10:12:18 >>George Zalucki: AYE.
10:12:18 >>Vice-Mayor Ribble: AYE.
10:12:19 >>Mayor McLain: AYE.
10:12:19 NEXT ON THE AGENDA IS ITEM 7D, RESOLUTION 2024-07.
10:12:27 MADAM CLERK, PLEASE READ THE RESOLUTION.
10:12:32 >>Carol Sacco: RESOLUTION 2024-07, A RESOLUTION OF THE
10:12:35 VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING
10:12:38 OF THE SUBMISSION OF APPLICATION FOR A COMMUNITY DEVELOPMENT
10:12:41 BLOCK GRANT DISASTER RECOVERY GRANT TO FUND CHARING CROSS
10:12:44 AND ESTERO BAY VILLAGE UTILITY EXTENSION PROJECT, SANDY LANE
10:12:48 AND SEE SEE STREET UTILITY EXTENSION PROJECT, ESTERO RIVER
10:12:51 HEIGHTS, SHERRILL LANE AND LUETTICH LANE UTILITY EXTENSION
10:12:55 PROJECT AND BROADWAY AVENUE IMPROVEMENTS PROJECT FOR THE
10:12:59 VILLAGE; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY

10:13:03 AND FOR AN EFFECTIVE DATE.
10:13:04 >>Mayor McLain: THANK YOU.
10:13:05 STEVE, WOULD YOU PLEASE INTRODUCE THIS ITEM?
10:13:07 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
10:13:09 THE NEXT THREE ITEMS HAVE TO DO WITH OUR EFFORTS TO TRY TO
10:13:13 SECURE FEDERAL FUNDING FOR SOME OF THE PROJECTS THAT WE
10:13:16 HAVE.
10:13:18 IN THIS CASE, THE APPLICATION IS GOING INTO THE COMMUNITY
10:13:20 DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM, WHICH IS
10:13:25 BEING ADMINISTERED BY LEE COUNTY.
10:13:27 THIS IS THE $1.1 BILLION THAT HUD GAVE LEE COUNTY FOR
10:13:36 DISASTER RECOVERY AFTER HURRICANE IAN.
10:13:39 OF THAT 1.1 BILLION, 130 MILLION IS AVAILABLE FOR
10:13:44 INFRASTRUCTURE FUNDING COUNTYWIDE.
10:13:46 THAT'S A LOT OF MONEY BUT, FRANKLY, IT'S A DROP IN THE
10:13:51 BUCKET COMPARED TO WHAT'S NEEDED.
10:13:56 I'M TRYING TO ALIGN EXPECTATIONS HERE.
10:13:58 WE'RE PUTTING APPLICATIONS IN FOR SEVERAL OF OUR PROJECTS,
10:14:02 BUT THEY ARE PROBABLY LONG-SHOTS WHEN YOU CONSIDER THE
10:14:07 AMOUNT OF NEEDS THAT ARE IN LEE COUNTY.
10:14:09 NONETHELESS, WE THINK IT'S VERY WORTHWHILE THAT WE ATTEMPT
10:14:14 TO GET FUNDING FOR THESE AND THE PROJECTS THAT WERE
10:14:20 INTRODUCED IN THE RESOLUTION ARE THOSE THAT ARE COMING
10:14:23 FORWARD AND THEY RUN THE GAMUT OF ROAD PROJECTS.
10:14:30 OUR UTILITY EXTENSION PROJECTS, THE SEPTIC TO SEWER IN A

10:14:34 VARIETY OF DIFFERENT AREAS AS WELL AS THEN THE POTENTIAL
10:14:37 ACQUISITION FOR THE BONITA ESTERO RAILS TO TRAILS PROJECT,
10:14:43 BERT, THAT WE JUST TALKED ABOUT IN THE LAST ITEM.
10:14:45 WE'RE TRYING TO SECURE FUNDING IN THE CASE OF BERT, WHICH IS
10:14:53 A PART OF THE ACQUISITION PROCESS.
10:14:56 AS PART OF THAT, WE'RE LINKING UP WITH BONITA SPRINGS TO

10:15:01 MAKE SURE THAT OUR REQUEST FOR MONEY IS ALIGNED WITH THEIR
10:15:07 REQUEST AS WELL SO IT MAKES SENSE TRYING TO CONNECT OUR TWO
10:15:11 COMMUNITIES TOGETHER AND USE THESE FUNDS FOR THAT PURPOSE.
10:15:15 WE'RE ASKING THE COUNCIL TO APPROVE THE RESOLUTION INSTEAD
10:15:20 OF PUTTING FIVE RESOLUTIONS, WE BUNDLED THESE ALL TOGETHER
10:15:24 IN ONE ACTION JUST TO SAVE SOME PAPER AND STILL COMPLY WITH
10:15:31 THE FEDERAL REQUIREMENTS.
10:15:35 >>Mayor McLain: ANY QUESTIONS FROM COUNCIL?
10:15:36 VICE-MAYOR.
10:15:38 >>Vice-Mayor Ribble: STEVE, THIS IS PART OF THE PROJECT THAT
10:15:41 HAGERTY WILL TAKE PART IN?
10:15:43 >>Steven Sarkozy: CORRECT.
10:15:44 WE'RE HOW LONG HAGERTY CONSULTING TO PREPARE OUR PROJECTS
10:15:48 AND BRING APPLICATIONS.
10:15:50 THEY HAVE BEEN VERY HELPFUL.
10:15:53 I'LL TALK ABOUT THAT IN THE NEXT ONE AS WELL.
10:15:57 >>Mayor McLain: ANY OTHER QUESTIONS?
10:15:58 HAGERTY, WE TALKED UPON MY RETURN HERE THAT HAGERTY HAS BEEN
10:16:06 VERY INSTRUMENTAL IN HELPING US DRAFT LANGUAGE THAT IS

10:16:09 COMPLEX BECAUSE OF FEDERAL FUNDING TO GET US IN.
10:16:13 WE'VE GOTTEN COMMENTS BACK THAT OUR APPLICATION HAS BEEN
10:16:16 FIRST CLASS, AND I THINK THAT VISIBILITY GETS US UP.
10:16:19 SO WE'VE GOT TWO PROJECTS THAT HAVE BEEN APPROVED FOR
10:16:24 FUNDING.
10:16:25 THE QUESTION WOULD BE, HOW MANY OTHER FOLKS HAVE BEEN
10:16:29 APPROVED IN THE POTENTIAL POT?
10:16:32 IF WE GET APPROVED, THAT DOESN'T MEAN WE'RE GETTING ANY
10:16:35 MONEY AT ALL.
10:16:37 DO YOU HAVE ANY FEEL THAT YOU CAN SAY --
10:16:38 >>Steven Sarkozy: THE NEXT ITEM, 7E, IS THE PLANNING
10:16:42 PROJECT, BEEN FUNDED AND I'LL EXPLAIN THAT IN THAT ONE.
10:16:46 THE OTHERS, THE FUNDING PROCESS WHEN YOU'RE DEALING WITH THE
10:16:52 FEDERAL ALLOCATION STARTS WITH A NOTICE OF FUNDING
10:16:57 AVAILABILITY, THE NOFO.
10:17:03 I WON'T GET INTO ACRONYMS BECAUSE IT IS MIND NUMBING.
10:17:07 BUT IN THAT CASE, THERE WAS A NOTICE OF FUNDING AVAILABILITY
10:17:12 FOR THE PLANNING GRANTS, WHICH I'LL TALK ABOUT NEXT.
10:17:15 THERE'S ALSO BEEN A MORE RECENT NOTICE OF FUNDING
10:17:20 AVAILABILITY FOR THESE INFRASTRUCTURE PROJECTS, WHICH IS THE
10:17:23 SUBJECT HERE OF THIS RESOLUTION.
10:17:25 THERE WILL ALSO BE ONE COMING OUT SOON FOR HOUSING PROJECTS.
10:17:32 AND THAT'S WHERE THE MAJOR AMOUNT OF FUNDING IS AVAILABLE IN
10:17:36 LEE COUNTY, SOMETHING TO THE TUNE OF $740 MILLION FOR
10:17:41 HOUSING OPPORTUNITIES.

10:17:43 SO WE'RE LOOKING FOR THOSE OPPORTUNITIES IN THE VILLAGE AS A
10:17:50 LOOK-FORWARD HERE.

10:17:51 BUT WE'RE PROBABLY LESS LIKELY TO HAVE PROJECTS THAT WOULD
10:17:56 MEET THE CRITERIA IN THAT CATEGORY.
10:17:58 >>Mayor McLain: THANK YOU.
10:17:59 IT'S A DIFFICULT PROCESS, BUT THE STAFF, LIMIT THAT WE HAVE,
10:18:06 HAVE BEEN REALLY DEVOTED OVER THE LAST YEAR, YEAR AND A HALF
10:18:09 TO UNDERSTAND THE PROCESS AND THEN MAKE SURE WE MAKE THESE
10:18:13 APPLICATIONS.
10:18:14 IT WOULD BE NICE IF WE COULD SAY, OH, YOU GOT APPROVED AND
10:18:18 THE FUNDING IS COMING, BUT I THINK WE'LL HAVE TO DO OUR DUE
10:18:22 DILIGENCE TO MAKE SURE WE GET ACROSS THE FINISH LINE AS BEST
10:18:25 AS POSSIBLE.
10:18:26 SO THANKS FOR THE EXPLANATION, STEVE.
10:18:28 WE CAN NOW TAKE PUBLIC COMMENT ON THIS ITEM.
10:18:32 >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
10:18:35 >>Mayor McLain: I WILL NOW ENTERTAIN A MOTION TO MOVE THIS
10:18:40 FORWARD.
10:18:40 >> I'LL MAKE A MOTION.
10:18:42 >>Mayor McLain: COUNCILMAN FIESEL HAS MADE THE MOTION AND
10:18:45 SECONDED BY COUNCILMAN FAYHEE.
10:18:47 MADAM CLERK, PLEASE CALL THE ROLL.
10:18:50 >>George Zalucki: AYE.
10:18:50 >>Jim Ward: AYE.
10:18:51 >>Rafael Lopez: AYE.

10:18:53 >>Lori Fayhee: AYE.
10:18:55 >>Larry Fiesel: AYE.
10:18:57 >>Vice-Mayor Ribble: AYE.
10:18:58 >>Mayor McLain: AYE.
10:18:59 NEXT ON THE AGENDA IS 7E, RESOLUTION NUMBER 2024-08.
10:19:06 MADAM CLERK, WOULD YOU PLEASE READ THE RESOLUTION?
10:19:08 >>Carol Sacco: RESOLUTION 2024-08, A RESOLUTION OF THE
10:19:14 VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA,
10:19:16 AUTHORIZING AND DIRECTING THE VILLAGE MANAGER TO PREPARE AND
10:19:20 SUBMIT COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY
10:19:23 PROJECTS TO THE LEE COUNTY HURRICANE IAN PUBLIC FACILITIES
10:19:27 AND CRITICAL INFRASTRUCTURE PROGRAMS, AUTHORIZING THE
10:19:30 VILLAGE MANAGER OR HIS DESIGNEE TO ACCEPT AND EXECUTE THE
10:19:34 CDBG-DR GRANT AGREEMENTS WHEN RECEIVED FROM LEE COUNTY.
10:19:40 AUTHORIZING THE VILLAGE MANAGER TO AMEND THE PROJECTS AS
10:19:42 NEEDED WITH SUCH AMENDMENTS COMPLYING WITH THE RULES AND
10:19:45 REGULATIONS OF THE LEE COUNTY HURRICANE IAN RECOVERY AND
10:19:48 RESILIENCY PLANNING PROGRAM, MAKING RELATED FINDINGS,
10:19:52 PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.
10:19:55 >>Mayor McLain: THANK YOU.
10:19:56 STEVE, WOULD YOU PLEASE INTRODUCE THIS ITEM?
10:19:59 >>Steven Sarkozy: THANKS.
10:20:00 AGAIN, RELATED TO THE HUD GRANT REQUIREMENTS, THIS IS A CASE
10:20:06 WHERE YOU'RE APPROVING ALLOWING THE STAFF THEN AND MYSELF TO

10:20:11 SIGN OFF ON THE GRANT AGREEMENTS.

10:20:15 IN THIS CASE, WE HAVE TWO GRANTS, FEDERAL GRANTS THAT HAVE
10:20:18 BEEN APPROVED ALREADY.
10:20:20 IN THIS CASE, THE COUNTY ALLOCATED $24 MILLION OUT OF THE
10:20:26 1.1 BILLION FOR PLANNING GRANTS THROUGHOUT LEE COUNTY.
10:20:32 WE SUBMITTED TWO.
10:20:33 YOU MAY RECALL ONE WAS FOR AN UPDATE OF OUR STORMWATER
10:20:39 MASTER PLAN WITH A STORM IMPACT RESILIENCY IMPACT ELEMENT SO
10:20:49 THAT IT WILL EVALUATE THE POTENTIAL OF HURRICANE IMPACTS
10:20:55 THROUGHOUT THE COMMUNITY LOOKING FORWARD AND MAKE THAT PART
10:20:58 OF OUR STORMWATER MASTER PLAN.
10:21:01 THE SECOND GRANT WAS A PLANNING GRANT FOR THE AREA ALONG
10:21:06 U.S. 41 GENERALLY FROM WILLIAMS NORTH TO THE NORTH VILLAGE
10:21:13 BORDER.
10:21:13 IN THAT AREA, WE HAVE OUR PROPERTY AT THE CORNER OF
10:21:18 CORKSCREW AND U.S. 41.
10:21:21 THERE'S ALSO THE STATE PARK AND THERE ARE A NUMBER OF LAND
10:21:24 USES ALONG THAT CORRIDOR THAT ARE PROBABLY IN TRANSITION.
10:21:28 SO THE OPPORTUNITY TO USE THE FEDERAL GRANT TO HELP US PLAN
10:21:32 THAT WITH AN EYE TOWARDS APPROPRIATE HOUSING, LAND USE, AND
10:21:40 RESILIENCY ELEMENTS WAS THE REASON WHY BOTH OF OUR GRANTS
10:21:44 WERE RATED QUITE HIGHLY BY THE COUNTY AND BY HUD.
10:21:49 IN EACH CASE, THE AMOUNT OF MONEY COMING TO US IS $450,000.
10:21:53 THAT WE WOULD PROBABLY HAVE TO PAY ANYWAY.
10:21:57 THESE ARE CERTAINLY COST SAVINGS.
10:21:59 BUT THAT'S THE FIRST STEP.

10:22:01 THIS IS THE FIRST STEP IN THAT PROCESS TO ACCEPT THOSE
10:22:04 GRANTS.
10:22:05 WE'VE ASSIGNED ONE MEMBER OF STAFF TO FOLLOW THROUGH WITH
10:22:08 HAGERTY ON THE COMPLIANCE WITH THESE GRANTS, SO WE'RE IN A
10:22:12 WHOLE NEW AREA OF ACTIVITY HERE ONCE WE'RE INVOLVED WITH THE
10:22:18 GRANTS AND THERE IS AN INCREDIBLE AMOUNT OF REPORTING THAT'S
10:22:21 REQUIRED TO COMPLY WITH THE HUD REQUIREMENTS.
10:22:27 >>Mayor McLain: THANKS, STEVE.
10:22:28 ANY QUESTIONS FROM COUNCIL?
10:22:29 I SEE NONE, SO NO COMMENTS FROM COUNCIL, WE'LL OPEN THIS UP
10:22:34 FOR PUBLIC COMMENT ON THIS ITEM.
10:22:36 >>Steven Sarkozy: WE HAVE NONE AND WE HAVE NO E-COMMENTS.
10:22:39 >>Mayor McLain: NO ONE TO SPEAK?
10:22:45 >>Carol Sacco: NO.
10:22:45 >>Mayor McLain: MOTION TO MOVE THE ITEM.
10:22:47 COUNCILMAN WARD HAS MADE THE MOTION AND SECONDED BY
10:22:51 VICE-MAYOR RIBBLE.
10:22:52 MADAM CLERK, PLEASE CALL THE ROLL.
10:22:56 >>Larry Fiesel: AYE.
10:22:56 >>Lori Fayhee: AYE.

10:22:59 >>Rafael Lopez: AYE.
10:23:00 >>Jim Ward: AYE.
10:23:01 >>George Zalucki: AYE.
10:23:02 >>Vice-Mayor Ribble: AYE.
10:23:05 >>Mayor McLain: AYE THE NEXT ITEM ON THE AGENDA IS 7F,

10:23:10 RESOLUTION 2024-09.
10:23:15 MADAM CLERK, WOULD YOU PLEASE READ THE RESOLUTION?
10:23:17 >>Carol Sacco: RESOLUTION 2024-09, A RESOLUTION OF THE
10:23:22 VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, ADOPTING
10:23:23 A POLICY PROTECTING INDIVIDUALS ENGAGED IN NONVIOLENT CIVIL
10:23:27 RIGHTS DEMONSTRATIONS; MAKING RELATED FINDINGS; PROVIDING
10:23:31 FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.
10:23:34 >>Mayor McLain: THANK YOU.
10:23:35 STEVE, WOULD YOU INTRODUCE THIS ITEM?
10:23:38 >>Steven Sarkozy: THANK YOU, MAYOR, MEMBERS OF COUNCIL.
10:23:41 AGAIN, THIS IS PART OF THE FEDERAL REPORTING PROCESS.
10:23:44 WHAT THIS ESSENTIALLY SAYS IS THAT YOU DO NOT CONDONE THE
10:23:48 USE OF EXCESSIVE FORCE BY POLICE AGENCIES.
10:23:52 IT GOES WITHOUT SAYING.
10:23:56 MOST -- LET ME BACK UP -- ALL COMMUNITIES HAVE TO HAVE THIS
10:24:02 TYPE OF POLICY IN PLACE TO RECEIVE FEDERAL FUNDING.
10:24:05 THE FACT THAT WE DO NOT HAVE OUR OWN POLICE FORCE AND WE
10:24:10 UTILIZE THE SHERIFF, THE SHERIFF HAS THAT POLICY, BUT WE AS
10:24:14 A MUNICIPALITY DON'T BECAUSE WE DON'T HAVE RULES DIRECTING
10:24:20 THE SHERIFF'S DEPARTMENT.
10:24:22 SO HUD REQUIRES US TO PASS THIS AS A REQUIREMENT TO GET AND
10:24:28 MAINTAIN FEDERAL FUNDING.
10:24:30 IT'S KIND OF A PERFUNCTORY BUT NONETHELESS IT COMES TO YOU
10:24:35 WITH A RECOMMENDATION FOR APPROVAL.
10:24:37 >>Mayor McLain: THANK YOU, STEVE.

10:24:38 ANY COMMENTS FROM COUNCIL?
10:24:39 IF NONE, WE'LL OPEN IT UP FOR PUBLIC COMMENT.
10:24:43 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND NO E-COMMENTS.
10:24:46 >>Mayor McLain: I LOOK FOR A MOTION TO MOVE THIS FORWARD.
10:24:49 COUNCILMAN LOPEZ HAS MADE THE MOTION, SECONDED BY COUNCILMAN
10:24:55 WARD.
10:24:56 MADAM CLERK, PLEASE CALL THE ROLL.
10:24:57 >>George Zalucki: AYE.
10:24:59 >>Jim Ward: AYE.
10:25:00 >>Rafael Lopez: AYE.
10:25:03 >>Lori Fayhee: AYE.
10:25:04 >>Larry Fiesel: AYE.
10:25:06 >>Vice-Mayor Ribble: AYE.
10:25:08 >>Mayor McLain: AYE.
10:25:09 NEXT ON THE AGENDA IS ORDINANCE NUMBER 2024-05, BELLA TERRA
10:25:18 CELL TOWER.

10:25:18 WE WILL NOW OPEN THE PUBLIC HEARING.
10:25:28 I WANT TO MAKE EVERYONE CLEAR THAT THIS IS ALSO A PUBLIC
10:25:30 HEARING.
10:25:31 IN THIS MATTER, THE COUNCIL WILL SIT IN ITS QUASI-JUDICIAL
10:25:36 CAPACITY.
10:25:37 I'LL ASK THE CLERK, HAS THIS ORDINANCE BEEN PROPERLY
10:25:41 ADVERTISED?
10:25:43 >>Carol Sacco: YES, MAYOR.
10:25:44 >>Mayor McLain: WILL THE CLERK PLEASE READ THE TITLE OF THE

10:25:47 ORDINANCE?
10:25:47 >>Carol Sacco: ORDINANCE 2024-05, AN ORDINANCE OF THE
10:25:53 VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING
10:25:55 AN AMENDMENT TO THE COMMERCIAL PLANNED DEVELOPMENT ZONING IN
10:25:59 THE BELLA TERRA DEVELOPMENT TO ALLOW THE USE OF WIRELESS
10:26:02 COMMUNICATION FACILITY A 12-ACRE PARCEL LOCATED AT 19980
10:26:07 BELLA TERRA BOULEVARD; PROVIDING FOR SEVERABILITY; PROVIDING
10:26:11 FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.
10:26:14 >>Mayor McLain: THANK YOU.
10:26:15 SINCE THIS IS A QUASI-JUDICIAL PROCEDURE, THERE ARE
10:26:19 PROCEDURES THAT MUST BE FOLLOWED.
10:26:22 I'M GOING TO ASK OUR ATTORNEY TO MAYBE EXPLAIN THE RULES AND
10:26:27 REGULATIONS ON THIS. THANK YOU.
10:26:29 >>Nancy Stroud: THANK YOU, MR. MAYOR.
10:26:33 GOOD MORNING, EVERYONE.
10:26:33 LADIES AND GENTLEMEN, THIS MORNING'S AGENDA HAS A ZONING
10:26:36 ITEM FOR THE COUNCIL'S DECISION.
10:26:38 ON THIS ITEM, THE COUNCIL SITS IN A QUASI-JUDICIAL CAPACITY.
10:26:42 THE DECISION OF WHETHER OR NOT TO APPROVE THIS APPLICATION,
10:26:45 LIKE ALL QUASI-JUDICIAL ITEMS, MUST BE BASED ON THE CRITERIA
10:26:49 IN THE LAND DEVELOPMENT CODE AND ON SUBSTANTIAL COMPETENT
10:26:54 EVIDENCE THAT IS PRESENTED AT THE HEARING.
10:26:56 IF ANYONE INTENDS TO PROVIDE TESTIMONY ON THE APPLICATION
10:27:00 THAT IS THE SUBJECT OF TODAY'S QUASI-JUDICIAL HEARING, YOU
10:27:03 MUST BE SWORN IN BY MADAM CLERK IN A MOMENT AND YOU SHOULD

10:27:07 ALSO FILL OUT A PUBLIC SPEAKER'S CARD AND GIVE IT TO THE
10:27:10 CLERK BEFORE SPEAKING.
10:27:12 PLEASE BE ADVISED THAT ANY PERSON WHO PROVIDES TESTIMONY ON
10:27:15 AN APPLICATION MAY BE SUBJECT TO CROSS-EXAMINATION.
10:27:18 THE GENERAL PUBLIC WILL NOT BE -- EXAMINE WITNESSES BUT THE
10:27:24 PUBLIC MAY REQUEST THE COUNCIL TO DIRECT QUESTIONS ON THEIR
10:27:28 BEHALF TO EITHER STAFF OR THE APPLICANT.
10:27:31 THE APPLICANT AND THE VILLAGE STAFF MAY CROSS-EXAMINE
10:27:34 WITNESSES AND THE COUNCIL MEMBERS MAY ALSO ASK QUESTIONS OF
10:27:37 ANY WITNESS.
10:27:39 FURTHER DETAILS OF THE PROCEDURES MAY BE OBTAINED FROM THE
10:27:44 CLERK, BUT IN GENERAL, MADAM CLERK WILL SWEAR IN ANY PERSONS

10:27:48 WHO INTEND TO PROVIDE TESTIMONY ON THE APPLICATION.
10:27:51 WE WILL FIRST HEAR AN INTRODUCTION FROM THE VILLAGE
10:27:53 COMMUNITY DEVELOPMENT DIRECTOR, MARY GIBBS, AND THEN THE
10:27:57 APPLICANT WILL ADDRESS THE COUNCIL.
10:28:00 MS. GIBBS WILL THEN BE CALLED UPON FOR ANY FURTHER
10:28:02 TESTIMONY.
10:28:03 AFTER THAT, THE MAYOR WILL OPEN THE HEARING FOR THE PUBLIC
10:28:09 TO PROVIDE TESTIMONY.
10:28:12 PLEASE MAKE YOUR COMMENTS CONCISELY AS PUBLIC TESTIMONY IS
10:28:17 LIMITED TO THREE MINUTES PER PERSON.
10:28:19 IN ADDITION, IF ANY OF THE COUNCIL MEMBERS HAVE HAD EX PARTE
10:28:23 COMMUNICATIONS REGARDING TODAY'S APPLICATION, THAT MEMBER
10:28:26 WILL NEED TO DISCLOSE THE SUBJECT MATTER OF THAT

10:28:30 COMMUNICATION AND THE PERSON TO WHOM THE COUNCILMEMBER
10:28:32 SPOKE.
10:28:33 IF ANY COUNCILMEMBER HAS A CONFLICT OF INTEREST ON THIS
10:28:36 ACTION, THE MEMBER MUST DISCLOSE THE CONFLICT AND RECUSE
10:28:40 HIMSELF OR HERSELF FROM PARTICIPATION IN THE DISCUSSION OR
10:28:44 VOTING.
10:28:44 SO AT THIS POINT, I THINK IT WOULD BE THE TIME FOR THE CLERK
10:28:52 TO ADMINISTER THE OATH.
10:28:55 >>Carol Sacco: PLEASE STAND IF YOU ARE GOING TO BE SPEAKING
10:28:58 TODAY.
10:28:59 DO YOU SWEAR TO TELL THE TRUTH, THE WHOLE TRUTH AND NOTHING
10:29:05 BUT THE TRUTH SO HELP YOU GOD?
10:29:07 >> I DO.
10:29:11 >>Nancy Stroud: ALSO, AT THIS TIME, ANY COUNCILMEMBER WHO
10:29:13 HAS HAD EX PARTE COMMUNICATIONS REGARDING THIS APPLICATION
10:29:17 MUST DISCLOSE IT.
10:29:19 >>Mayor McLain: START WITH VICE-MAYOR AND WE'LL GO AROUND.
10:29:22 >>Vice-Mayor Ribble: I'VE SPOKEN WITH VARIOUS RESIDENTS FROM
10:29:25 BELLA TERRA.
10:29:28 >>Larry Fiesel: I'VE HAD NONE.
10:29:31 >>Lori Fayhee: WITH RESIDENTS OF THE COMPANY OR -- I'M
10:29:35 SORRY?
10:29:36 >>Nancy Stroud: YES, IF YOU'VE SPOKEN TO ANYONE OUTSIDE OF
10:29:40 THIS HEARING, RESIDENTS, THE APPLICANT, YOU HAVE TO DISCLOSE
10:29:43 IT.

10:29:43 >>Lori Fayhee: SOME OF THE RESIDENTS AT BELLA TERRA.
10:29:48 >>Mayor McLain: I HAVE NO COMMENTS.
10:29:51 >>Rafael Lopez: I DON'T EITHER.
10:29:51 >>Jim Ward: NONE.
10:29:53 >>George Zalucki: I HAVE ALSO SPOKEN WITH A COUPLE OF
10:29:55 RESIDENTS AT BELLA TERRA.
10:29:58 >>Nancy Stroud: ALSO, AT THIS POINT, IF ANY MEMBER HAS A
10:30:00 CONFLICT OF INTEREST, THAT NEEDS TO BE DISCLOSED.

10:30:04 >> NONE.
10:30:05 >> NONE.
10:30:06 >> NONE.
10:30:06 >> NONE.
10:30:08 >> NONE.
10:30:11 >>Nancy Stroud: GREAT.
10:30:11 I'LL TURN IT BACK OVER TO THE MAYOR.
10:30:14 >>Mayor McLain: I'M SORRY.
10:30:15 I DIDN'T HEAR THAT.
10:30:16 >>Nancy Stroud: I'LL TURN THIS BACK OVER TO YOU.
10:30:18 >>Mayor McLain: OKAY.
10:30:19 THANK YOU.
10:30:20 I'LL CALL THE COMMUNITY DEVELOPMENT DIRECTOR, MARY, TO THE
10:30:23 PODIUM, TO INTRODUCE THIS ITEM TO COUNCIL.
10:30:29 >>Carol Sacco: MARY, DO YOU WANT TO GO OVER THE LETTERS?
10:30:32 >>Mary Gibbs: GOOD MORNING, EVERYBODY.
10:30:33 THIS IS THE SECOND READING OF THE PUBLIC HEARING FOR THE

10:30:37 BELLA TERRA CELL TOWER ORDINANCE.
10:30:40 IT WAS DEFERRED FROM APRIL 17.
10:30:43 THIS IS OUR ACTUAL PUBLIC HEARING TODAY.
10:30:45 THIS IS AN AMENDMENT TO THE COMMERCIAL PLAN DEVELOPMENT
10:30:49 ZONING FOR THE PROPERTY.
10:30:51 THERE IS A 12-ACRE SITE ON THE SOUTH SIDE OF CORKSCREW ROAD
10:30:54 AT BELLA TERRA BOULEVARD ON THE WEST SIDE THAT WAS ZONED FOR
10:30:58 COMMERCIAL USES SEVERAL YEARS AGO, AND THE CELL TOWER WILL
10:31:03 BE LOCATED ON A VERY SMALL PORTION OF THE 12-ACRE SITE IN
10:31:06 THE NORTHEAST CORNER ADJACENT TO CORKSCREW ROAD AND BELLA
10:31:10 TERRA BOULEVARD.
10:31:11 JUST TO GIVE YOU A LITTLE BIT OF HISTORY ABOUT THIS, THE
10:31:17 PROPERTY WAS ZONED COMMERCIAL PLANNED DEVELOPMENT QUITE A
10:31:19 FEW YEARS AGO.
10:31:21 THE WHOLE BELLA TERRA PROPERTY IS RESIDENTIAL, ABOUT 900
10:31:25 ACRES.
10:31:25 THE COMMERCIAL PIECE IN THE FRONT, 12 ACRES, WAS LEFT BY THE
10:31:30 DEVELOPER WHO HAD PLANNED TO DO SOME TYPE OF SHOPPING
10:31:32 CENTER, LIKE A PUBLIX GROCERY STORE SHOPPING CENTER.
10:31:36 THAT NEVER HAPPENED BUT OVER THE YEARS PEOPLE WOULD COME AND
10:31:39 TALK TO US ABOUT DOING DIFFERENT COMMERCIAL USES.
10:31:42 IN THE MEANTIME, SOME OF THE BELLA TERRA HOMEOWNER
10:31:44 ASSOCIATION QUITE A FEW YEARS AGO CAME TO THE VILLAGE AND
10:31:46 SAID, YOU KNOW, WE WANT TO CONTROL SOME OF THE USES THERE.
10:31:51 WE WANT CERTAIN USES BUT WE DON'T WANT OTHER USES AND HOW

10:31:54 CAN WE DO THAT?
10:31:55 I SAID, WELL, YOU NEED TO PURCHASE IT IF YOU REALLY WANT TO
10:31:58 CONTROL WHAT GOES THERE, YOU SHOULD BUY THE PROPERTY.
10:32:00 THEY WENT OUT AND BOUGHT THE 12 ACRES OF PROPERTY.

10:32:03 THEIR PLANS ARE, FROM WHAT WE'RE UNDERSTANDING, IS TO USE IT
10:32:07 FOR SOME TYPE OF RECREATIONAL TYPE USES IN THE FUTURE,
10:32:11 COMPLEMENTARY TO THEIR CLUBHOUSE AND SOME OF THOSE TYPES OF
10:32:14 THINGS.
10:32:15 THAT'S KIND OF HOW THIS STARTED TO HAPPEN IS THE 12 ACRES
10:32:21 WAS PURCHASED BY THEM.
10:32:22 IN THE MEANTIME, YOU MAY NOT REMEMBER THIS BECAUSE SOME OF
10:32:25 YOU MAY NOT HAVE BEEN ON THE COUNCIL, BUT THIS WAS BACK WHEN
10:32:29 KATY ERRINGTON WAS MAYOR.
10:32:31 SEVERAL YEARS AGO, WE GOT -- WE HAD KIND OF A LITTLE PROTEST
10:32:34 OUT AT BELLA TERRA ABOUT THE CELL TOWER SERVICE.
10:32:38 IT TURNED OUT SOMEBODY CALLED THE TV STATION.
10:32:41 THE TV STATION WAS OUT THERE.
10:32:43 PEOPLE HAD PLACARDS "OUR CELL SERVICE IS TERRIBLE, WHAT IS
10:32:47 THE CITY GOING TO DO ABOUT IT?"
10:32:48 THE MAYOR AT THE TIME GOT A LOT OF CALLS, WHAT IS THE CITY
10:32:52 GOING TO DO ABOUT THIS?
10:32:53 SO WE SAID WE DON'T HAVE AN APPLICATION IN, SO WE'RE NOT
10:32:57 DOING ANYTHING ABOUT IT BECAUSE IT'S NOT THE VILLAGE
10:33:02 INSTIGATED.
10:33:03 THESE ARE PRIVATE SECTOR THINGS.

10:33:06 WE DIDN'T HAVE AN APPLICATION.
10:33:07 WE KEPT TELLING THE PEOPLE WE DON'T HAVE AN APPLICATION.
10:33:10 THEN WE ACTUALLY GOT AN APPLICATION IN.
10:33:12 THEN WE SAID, YES, WE DO HAVE AN APPLICATION FOR THIS.
10:33:16 THAT'S THE GENESIS OF HOW THIS HAPPENED.
10:33:18 THE HOMEOWNERS ASSOCIATION I THINK OF BELLA TERRA, THE
10:33:22 APPLICANT IS GOING TO EXPLAIN THIS IN MORE DETAIL HOW IT
10:33:25 CAME ABOUT.
10:33:26 THAT'S JUST THE QUICK BACKGROUND.
10:33:28 WHEN THIS FIRST CAME IN AND IT WAS AROUND LAST SEPTEMBER,
10:33:32 THE CELL TOWER WAS PLANNED TO BE 149 FEET.
10:33:35 AND IT WAS LOCATED A LITTLE BIT FURTHER SOUTH OF WHERE IT IS
10:33:38 IN THIS PROPOSAL.
10:33:39 WHEN WE WENT TO PLANNING ZONING AND DESIGN BOARD, WE HAD
10:33:43 QUITE A FEW RESIDENTS THAT WERE AT THE HEARING AND THEY SAID
10:33:46 WE WANT BETTER CELL SERVICE AND WE WANT CELL SERVICE IN THE
10:33:50 SOUTHERN PART OF BELLA TERRA WHERE THE CELL SERVICE IS NOT
10:33:54 OPTIMUM.
10:33:55 AND SO THE APPLICANT WENT BACK AFTER PLANNING ZONING
10:34:00 INFORMATION MEETING AND THEN THEY CONTACTED US AND SAID, ALL
10:34:02 RIGHT, WE ARE PROPOSING TO INCREASE THE HEIGHT TO 178 FEET
10:34:06 SO WE CAN PROVIDE MORE ENCOMPASSING CELL SERVICE.
10:34:13 THAT'S HOW THE LOCATION GOT MOVED SLIGHTLY NORTH.
10:34:16 THEY HAVE A LITTLE BIT TALLER, 178-FOOT MONOPOLE TOWER
10:34:19 PROPOSED NOW.

10:34:20 THAT WENT BACK TO PLANNING ZONING AND DESIGN BOARD MARCH 12
10:34:23 AT THE PUBLIC HEARING.
10:34:24 AT THE TIME, STAFF SUGGESTED THAT THEY DESIGN THIS TO LOOK
10:34:30 LIKE A TREE, A PINE TREE.
10:34:32 AND PLANNING ZONING AND DESIGN BOARD KIND OF SCOFFED AT ME
10:34:35 AND SAID, NO.
10:34:36 WE'RE NOT GOING TO RECOMMEND THAT.
10:34:40 THE APPLICANT CAN EXPLAIN WHEN YOU DESIGN IT TO LOOK LIKE A
10:34:43 TREE, IT LIMITS THE ABILITY TO CO-LOCATE OTHER PROVIDERS.
10:34:47 SO THEY DIDN'T WANT TO DO IT.
10:34:49 THE HOMEOWNERS ASSOCIATION DIDN'T WANT TO DO IT.
10:34:51 PLANNING AND ZONING BOARD DIDN'T WANT TO DO IT.
10:34:54 THAT'S HOW YOU GOT THIS RECOMMENDATION.
10:34:59 IN THE MEANTIME, WE HAVE RECOMMENDED APPROVAL WITH
10:35:03 CONDITIONS THAT ARE IN THE ORDINANCE.
10:35:06 IN LOOKING AT THE LOCATION OF THE TOWER, THERE'S NO OPTIMUM
10:35:10 PLACE TO PUT A CELL TOWER, OBVIOUSLY.
10:35:13 WILD BLUE WILL BE IMPACTED WITH SOME VIEWS.
10:35:16 THE PEOPLE IN THE CONDOS AT BELLA TERRA ARE THE CLOSEST.
10:35:20 THEY ARE ABOUT 400 FEET AWAY.
10:35:21 IF YOU MOVE IT TO THE WEST, WHICH WAS SUGGESTED, NOW YOU'RE
10:35:25 GOING TO IMPACT THE PRESERVE WHERE THEY HAVE GOT THEIR
10:35:27 CLUBHOUSE AND POOL AREA.
10:35:29 NO MATTER WHERE YOU PUT IT, SOMEBODY WILL SEE SOMETHING, AND
10:35:33 THEY ARE GOING TO SHOW YOU SOME PHOTO SIMULATIONS FROM

10:35:37 DIFFERENT LOCATIONS IN THE PowerPoint.
10:35:38 THAT'S JUST TO EXPLAIN TO YOU, WHEN WE RECOMMENDED APPROVAL,
10:35:41 WE'RE TRYING TO BALANCE THE NEED FOR THE CELL TOWER SERVICE
10:35:44 WITH COMPATIBILITY.
10:35:46 THAT'S WHY WE'RE RECOMMENDING APPROVAL.
10:35:48 WE DID GET SOME E-COMMENTS.
10:35:52 WE TRIED TO PACKAGE UP WHAT WE GOT FROM PLANNING AND ZONING
10:35:55 AND WHAT WE GOT FROM COUNCIL.
10:35:57 IT'S ABOUT HALF AND HALF.
10:35:58 ABOUT 12 ARE AGAINST AND 12 ARE FOR.
10:36:02 BUT WE DID HAVE IT INITIALLY A LOT MORE PUBLIC INPUT.
10:36:06 IF YOU DON'T HAVE ANY QUESTIONS, I CAN TURN IT OVER TO THE
10:36:09 APPLICANT.
10:36:11 >>Mayor McLain: ANY QUESTIONS FROM COUNCIL?
10:36:12 NO.
10:36:13 GO AHEAD.
10:36:14 >>Mary Gibbs: MS. MATTANIAH JAHN WILL BE PRESENTING FOR THE
10:36:21 APPLICANT.
10:36:29 >>Mattaniah Jahn: GOOD MORNING.
10:36:30 I'M MATTANIAH JAHN, 935 MAIN STREET, SUITE C4, SAFETY
10:36:35 HARBOR, FLORIDA, 34695, ON BEHALF OF BROADUS TOWERS LLC AND
10:36:43 VERIZON WIRELESS.

10:36:44 I HAVE TAKEN AN OATH.
10:36:46 I ALSO HAVE DARWIN FELIZ FROM VERIZON WIRELESS IN CASE YOU
10:36:50 HAVE QUESTIONS REGARDING VERIZON'S RF NEED IN THE AREA.

10:36:53 I COME BEFORE YOU TODAY WITH STAFF AND PDZB RECOMMENDATIONS
10:36:59 OF APPROVAL FOR A PD AMENDMENT TO THE BELLA TERRA PUD,
10:37:04 SPECIFICALLY THE CPD PORTION ON THE 12 ACRES TO THE NORTH,
10:37:08 AS MS. GIBBS DISCUSSED.
10:37:11 THREE DEVIATIONS TO CONSTRUCT 178-FOOT TALL MONOPOLE STYLE
10:37:16 COMMUNICATION TOWER AND SUPPORT FACILITY ON STRAP
10:37:19 20-46-26-E3-010C1.00CE.
10:37:33 THIS IS SEMI-CLEARED LANDS, AND THERE'S CURRENTLY A PARKING
10:37:36 LOT ON IT AND A FIBER HUT.
10:37:38 OF COURSE, THAT'S EVENTUALLY GOING TO BE ADDITIONAL
10:37:43 COMMUNITY ORIENTED FACILITIES DEVELOPED BY BELLA TERRA IS
10:37:46 THE INTENT FOR THIS PROPERTY.
10:37:47 JUST TO GIVE SOME HISTORY ON THIS, BECAUSE BROADUS, THEY ARE
10:37:54 A TOWER COMPANY THAT GOES AROUND -- THEY OPERATE AND MANAGE
10:37:58 TOWERS AS REQUESTED BY CARRIERS.
10:38:00 TO GIVE A LITTLE HISTORY, BACK IN THE VERY BEGINNING OF
10:38:04 TELECOMMUNICATIONS, T-MOBILE WOULD OWN THEIR OWN TOWER.
10:38:07 VERIZON WOULD OWN THEIR OWN TOWER.
10:38:10 TODAY'S INDUSTRY, BECAUSE WE OVERALL ENCOURAGE SHARING OF
10:38:14 TOWERS, WE ACTUALLY HAVE COMPANIES THAT ARE PROFESSIONALS AT
10:38:18 MANAGING AND OPERATING COMMUNICATION TOWERS AND THEY
10:38:21 ESSENTIALLY BUILD THE TOWER TO SUIT AT THE REQUEST OF THE
10:38:24 CARRIER.
10:38:26 IN THIS INSTANCE, THEY ARE CONSTRUCTING THE MONOPOLE AT THE
10:38:29 REQUEST OF VERIZON WIRELESS WHO WILL BE THE TOP CO-LOCATER.

10:38:32 THEY ARE THE ONES WITH THE GREATEST NEED AND ALSO T-MOBILE,
10:38:35 WHO WILL BE CO-LOCATING IMMEDIATELY BELOW.
10:38:38 BROADUS IS A TEXAS COMPANY.
10:38:41 YOU MAY BE WONDERING WHY A TEXAS COMPANY IS DEVELOPING THEIR
10:38:44 FIRST FLORIDA TOWER HERE IN BELLA TERRA, AND IT'S BECAUSE
10:38:49 BELLA TERRA ASKED -- BASICALLY ASKED THEM TO COME TO THE
10:38:55 PROPERTY, LEASE IT ULTIMATELY -- NEGOTIATE, LEASE, AND
10:39:00 DEVELOP THE SITE.
10:39:01 THAT WAS FROM MEMBERS OF THE BELLA TERRA COMMUNITY
10:39:05 COLLABORATING, WHO ARE ALSO RESIDENTS IN TEXAS COLLABORATING
10:39:10 WITH BROADUS OUT THERE AND HAVING A POSITIVE DEVELOPMENT
10:39:14 EXPERIENCE THERE AND THINGS WORKING OUT.
10:39:16 SO, UNLIKE MOST TOWER COMPANIES WHERE THE CARRIER SAYS WE
10:39:21 NEED A TOWER IN THIS AREA, RIGHT, AND THEN THE TOWER COMPANY
10:39:24 GOES OUT AND LOOKS FOR A PLACE TO DEVELOP, THE COMMUNITY
10:39:31 ACTUALLY STARTED THIS CONVERSATION AND BROUGHT BROADUS HERE
10:39:37 AND OFFERED THEIR LOCATION UP BECAUSE THEIR NEED WAS JUST
10:39:40 THAT GREAT.

10:39:41 FROM A CARRIER PERSPECTIVE, VERIZON AND T-MOBILE BOTH HAVE
10:39:46 HAD A NEED IN THIS AREA FOR A VERY LONG TIME.
10:39:49 THAT'S WHY THEY ARE BOTH CO-LOCATING AT THE SAME TIME.
10:39:51 IT IS RARE TO HAVE TWO CARRIERS ON A TOWER AT THE VERY
10:39:57 BEGINNING.
10:39:57 BASICALLY NAPLES AND ESTERO ARE MY JURISDICTIONS WHERE I
10:40:02 HAVE SEEN THAT -- OR NOT NAPLES BUT COLLIER COUNTY, THE

10:40:06 ESTATES.
10:40:07 JUST TO GO THROUGH A LITTLE BIT OF THAT HISTORY OF THE
10:40:12 PROCESS, THE HOA WENT THROUGH THEIR PROCESS OF SOLICITING
10:40:19 THEIR HOMEOWNERS.
10:40:20 THERE'S ACTUALLY A MEMBER OF THE HOA BOARD HERE WHO CAN
10:40:23 ANSWER ADDITIONAL QUESTIONS, BUT THEY HELD A POLL.
10:40:27 IT WAS ONE OF THE HIGHEST ENGAGEMENTS THEY'VE EVER HAD OF
10:40:29 THEIR POLLS.
10:40:31 AFTER THAT THEY FORMED A TECHNOLOGY AND TOWER COMMITTEE AND
10:40:33 HAVE DISCUSSED IT AT THEIR BOARD MEETINGS AND MADE IT
10:40:37 AVAILABLE FOR ALL HOA MEMBERS.
10:40:39 ALSO, ONCE THE PROJECT STARTED TO FORM UP WITH DESIGNS AND
10:40:44 EVERYTHING, WE HELD A VOLUNTARY TWO-DAY COMMUNITY MEETING.
10:40:48 THAT IS THE FIRST TWO-DAY COMMUNITY MEETING OF MY CAREER AND
10:40:51 I'VE BEEN PRACTICING IN TOWERS SINCE 2013, ON BELLA TERRA
10:40:56 PROPERTY.
10:40:57 DO I HAVE A QUESTION, MADAM VICE-MAYOR?
10:41:00 >>Vice-Mayor Ribble: NO.
10:41:01 >>Mattaniah Jahn: AFTER THAT, OF COURSE, WE HAD YOUR PUBLIC
10:41:03 INFORMATION MEETING.
10:41:05 AT THAT TIME, THIS TOWER WAS 148 FEET TALL.
10:41:07 AS YOU HEARD FROM MS. GIBBS, THERE WAS CONCERN AT THE
10:41:11 SOUTHERN END OF BELLA TERRA THAT SIGNAL WOULD NOT REACH
10:41:16 THEM.
10:41:17 AND WE ARE PUSHING THE LIMITS OF HOW FAR CELLULAR SIGNAL

10:41:25 WILL REACH AND REALLY THAT IS BECAUSE OF THE CELL PHONES.
10:41:27 THEY HAVE TO BE ABLE TO TALK BACK.
10:41:30 I'LL DISCUSS THAT A LITTLE MORE LABOR.
10:41:31 BUT THIS WILL IMPROVE THE SERVICE AT THE SOUTHERN END.
10:41:36 BUT WHAT HAPPENED WAS THEY ASKED FOR ADDITIONAL HEIGHT ON
10:41:40 THE TOWER, ADDITIONAL 30 FEET IN ORDER TO ACHIEVE A BETTER
10:41:45 LINE OF SIGHT TO REACH THE SOUTHERN END.
10:41:49 BECAUSE THE WAY THE CELLULAR SIGNAL WORKS, IT'S VERY WEAK
10:41:53 AND IT WORKS LIKE -- IT'S LIKE THE DEVICES ARE READING
10:41:59 FLASHES OF LIGHT BETWEEN THE TWO LIKE YOU WOULD SEE -- WHEN
10:42:03 I WAS GROWING UP, MY PARENTS MADE ME WATCH BATTLE OF MIDWAY
10:42:07 EVERY 4th OF JULY AND YOU SEE THE SHIPS TALKING BACK AND
10:42:10 FORTH.
10:42:10 IT'S LIKE THAT EXCEPT OUTSIDE OUR VISUAL SPECTRUM.

10:42:13 A BETTER LINE OF SIGHT ALLOWS IT TO TAKE AND BE MORE EASILY
10:42:21 READ.
10:42:23 YOU COULD IMAGINE THAT JUST WITH OUR SIMPLE CONVERSATION --
10:42:25 I APOLOGIZE, MR. FELIZ, I'LL PROBABLY MAKE YOUR EYES ROLL AT
10:42:30 HOW MUCH I'M SIMPLIFYING YOUR PROFESSION.
10:42:34 RIGHT NOW I AM TALKING TO YOU AND YOU HAVE THE BENEFIT OF MY
10:42:37 FACIAL EXPRESSIONS.
10:42:38 YOU HAVE THE BENEFIT OF MY BEST ENUNCIATION WHICH OVER THE
10:42:42 YEARS THAT HAS BEEN CRITICIZED AND COMPLIMENTED, SO FOR
10:42:45 WHATEVER THAT IS WORTH.
10:42:47 IF I WERE TO TAKE AND PERHAPS, YOU KNOW, SQUAT DOWN, RIGHT,

10:42:51 AND BE BEHIND THIS DAIS, YOU WOULD PROBABLY STILL HEAR MY
10:42:54 VOICE, PROBABLY STILL HEAR A LOT OF WHAT I'M SAYING BUT
10:42:57 YOU'D START TO LOSE INFORMATION THAT I AM CONVEYING.
10:43:00 IN THE MOST SIMPLEST OF WAYS, THAT IS WHAT THE TREES AND
10:43:06 BUILDINGS THAT THE SIGNAL HAS TO GO THROUGH TO GET TO THE
10:43:10 SOUTH END ARE EXPERIENCING.
10:43:11 THEY ARE GETTING DEFLECTED AND SCATTERED.
10:43:13 I ALSO HAVE A VERY SIMPLE DIAGRAM SHOWING HOW GROUND SCATTER
10:43:20 WORKS.
10:43:20 THE SAME CONCEPT.
10:43:21 ALL RIGHT.
10:43:23 THE MONOPOLE IS LOCATED IN THE NORTHEAST CORNER OF THE
10:43:26 PROPERTY NEAR THE FIBER HUT, THE PARKING LOT, THE
10:43:29 INTERSECTION OF CORKSCREW ROAD AND BELLA TERRA.
10:43:31 I RESPECTFULLY SUBMIT THAT'S WHERE YOU WOULD EXPECT TO SEE A
10:43:34 PIECE OF INFRASTRUCTURE THAT'S SERVING THE AREA WHERE YOUR
10:43:38 TRAFFIC CORRIDOR IS, WHERE YOUR MAJOR INTERSECTION IS.
10:43:41 TO THE NORTH IS THE BELLA TERRA PERIMETER BUFFER WITH BERM.
10:43:45 THEN YOU HAVE CORKSCREW ROAD WHICH IS IN THE FOUR-LANING
10:43:50 PROCESS AND THEN WILD BLUE SUBDIVISION, PERIMETER BUFFER.
10:43:53 TO THE SOUTH WE HAVE THE REST OF THE PARENT PARCEL, THEN THE
10:43:56 BELLA TERRA AMENITIES PARCEL AND THEN WE GET TO PLATTED
10:43:59 RESIDENTIAL PROPERTIES WITHIN THE BELLA TERRA COMMUNITY.
10:44:02 TO THE EAST ARE BELLA TERRA BOULEVARD --
10:44:05 >>Mayor McLain: DO YOU HAVE A MAP THAT SHOWS ALL THIS?

10:44:09 >>Mattaniah Jahn: ABSOLUTELY.
10:44:10 >>Mayor McLain: IT MIGHT HELP US.
10:44:12 I HEAR YOU FINE BUT I'M VISUAL THAT WAY.
10:44:15 >>Mattaniah Jahn: OF COURSE.
10:44:15 I APOLOGIZE FOR GETTING AHEAD OF MYSELF ON THOSE MAPS.
10:44:20 SO THIS IS AN OVERALL AERIAL SHOWING THE LOCATION OF THE
10:44:26 MONOPOLE RELATIVE TO BELLA TERRA.
10:44:28 YOU CAN ALSO SEE CORKSCREW, AND THAT'S WHERE THE ORANGE
10:44:32 ARROW IS ON YOUR SCREEN.
10:44:34 YOU CAN SEE CORKSCREW ROAD.

10:44:36 IT IS THE STRAIGHT LINE THAT GOES TO EAST TO WEST AND THEN
10:44:39 BENDS DOWN TO THE LEFT.
10:44:40 IMMEDIATELY TO THE LEFT OR WEST OF THE ORANGE ARROW IS THE
10:44:46 PRESERVES.
10:44:46 TO THE NORTH WHERE THE LARGE LAKE IS, IS WILD BLUE.
10:44:50 TO THE EAST WHERE THE LARGE LAKE IS, IS CORKSCREW SHORES.
10:44:54 ONE OF THE QUESTIONS I'VE RECEIVED ALONG THE WAY IS WHY NOT
10:44:59 BE TO THE SOUTH OF BELLA TERRA.
10:45:01 ALL OF THAT IS NATURE PRESERVE OWNED BY LEE COUNTY.
10:45:04 EVERYTHING YOU SEE TO THE EAST AND SOUTH OF BELLA TERRA IS
10:45:06 PROTECTED PRESERVES AND WETLANDS.
10:45:09 AND THIS IS JUST SHOWING THAT LEE COUNTY OWNS THE PRESERVE
10:45:16 DOWN THERE AND THIS IS THE PRESERVE TO THE EAST.
10:45:18 I'VE NOW HIGHLIGHTED THE 12-ACRE CPD PROPOSAL THAT WE'RE
10:45:24 PROPOSED ON WITH THE ARROW POINTING TO THE LOCATION OF THE

10:45:27 MONOPOLE AS PROPOSED.
10:45:29 LET ME GET A LITTLE BIT CLOSER HERE.
10:45:32 LIKE I SAID, TO THE NORTH OF CORKSCREW YOU HAVE THE
10:45:38 PERIMETER BUFFER AND THEN CORKSCREW.
10:45:40 LET ME SEE IF I LOSE TOO MUCH.
10:45:44 UNFORTUNATELY, I LOSE WILD BLUE WHEN I GET IN THIS CLOSE.
10:45:48 ALL MAPS I SHOW YOU TODAY ARE NORTH.
10:45:52 YOU HAVE THE PERIMETER BUFFER CORKSCREW ROAD AND THEN YOU GO
10:45:54 TO WILD BLUE.
10:45:55 TO THE EAST YOU HAVE BELLA TERRA BOULEVARD, AND THEN YOU
10:45:59 HEAD OVER ACROSS THE OTHER SIDE, THERE IS A LAKE AND YOU
10:46:02 HAVE CONDOMINIUMS AND SINGLE-FAMILY HOMES OVER THERE.
10:46:04 THE CLOSEST RESIDENTIAL UNIT IS ONE OF THOSE -- IS THAT
10:46:08 CONDO RIGHT THERE AND IT'S 506 FEET AWAY.
10:46:12 ALMOST 2.8 TIMES TOWER HEIGHT, OVER 2.8 TIMES TOWER HEIGHT,
10:46:17 ALMOST 3 TIMES TOWER HEIGHT.
10:46:19 THAT'S IMPORTANT BECAUSE YOUR CODE'S DE FACTO SEPARATION IS
10:46:25 ONE TIMES TOWER HEIGHT.
10:46:27 TO THE WEST YOU HAVE THE REST OF THE PARENT PARCEL, WHICH IS
10:46:34 -- MUCH OF IT IS SEMI SUBMERGED WETLANDS.
10:46:37 THEN YOU HAVE THE PRESERVE AT CORKSCREW.
10:46:40 YOU CAN SEE THAT OFF TO THE LEFT WITH THE LAKE AND YOU CAN
10:46:43 SEE THEIR AMENITIES PARCEL.
10:46:44 THE BELLA TERRA COMMUNITY THROUGH THE HOA WOULD REALLY LIKE
10:46:49 TO KEEP THE NORTHEAST CORNER AS PART OF A TIGHT UTILITY

10:46:54 CAMPUS FOR THE FUTURE DEVELOPMENT OF THE REST OF THE
10:46:57 PROPERTY FOR THE BENEFIT OF THE BELLA TERRA COMMUNITY AND
10:47:00 AREAS AROUND.
10:47:01 ALL RIGHT.
10:47:12 NOW I'M SHOWING YOU YOUR ZONING MAP.
10:47:16 AS YOU CAN SEE, ONE OF THE VERY FEW COMMERCIAL PARCELS WHERE

10:47:20 YOU CAN TAKE AND LOCATE A COMMUNICATION TOWER IN THIS PART
10:47:25 OF THE VILLAGE OF ESTERO.
10:47:26 IT IS WITHIN THE CORKSCREW ROAD OVERLAY.
10:47:29 AND WHAT YOU SEE THERE IS THERE IS UNDERNEATH THE RED
10:47:33 HASHING, WHICH REPRESENTS THE CORKSCREW ROAD OVERLAY IS PINK
10:47:37 AND THAT IS THE CPD.
10:47:39 THEN YOU CAN SEE YELLOW ALL ALONG THERE AND THAT'S
10:47:41 RESIDENTIAL.
10:47:42 THERE ARE VERY FEW PLACES THAT A TOWER COULD BE PLACED --
10:47:46 COULD GO AND SERVE THIS COMMUNITY.
10:47:48 YES, MA'AM.
10:47:48 >>Vice-Mayor Ribble: CAN I INTERRUPT YOU?
10:47:49 OF ALL THE COMMENTS THAT WE RECEIVED, THE LOCATION OF THIS
10:47:55 TOWER, A LOT OF PEOPLE HAD OBJECTIONS TO IT.
10:48:00 SOME PEOPLE DID.
10:48:01 CAN YOU EXPLAIN TO ME THE PROCESS AND WHO DECIDED THE
10:48:05 LOCATION OF THAT TOWER ON THAT 12-ACRE LOT, HOW THAT CAME
10:48:09 ABOUT AND WHO ACTUALLY DECIDED TO USE THAT PARTICULAR CORNER
10:48:12 FOR THE LOCATION OF THE POLE?

10:48:15 >>Mattaniah Jahn: SO THAT IS ACTUALLY GOVERNED BY THE HOA
10:48:21 BECAUSE, UNFORTUNATELY, I DON'T HAVE A GRANT OF EMINENT
10:48:24 DOMAIN POWER.
10:48:25 I HAVE TO GO WHERE MY LANDLORD WILL ALLOW ME.
10:48:28 THERE HAD BEEN DISCUSSION TO TRY TO FIGURE OUT HOW TO GO TO
10:48:31 THE WEST, BUT ULTIMATELY AS THE HOA HAS BEEN GOING THROUGH
10:48:36 ITS MACHINATIONS OF TRYING TO WORK THIS PROPERTY, THEY SAID
10:48:43 WE WOULD REALLY RATHER YOU BE IN THAT NORTHEAST CORNER.
10:48:45 >>Vice-Mayor Ribble: IT WAS THE DECISION OF THE HOA BECAUSE
10:48:48 I'VE HEARD CONFLICTING DIFFERENT STORIES ABOUT THAT, SO IT
10:48:51 WAS THE HOA.
10:48:52 >>Mattaniah Jahn: FROM READING -- THAT'S BEEN CONSISTENT
10:48:57 WITH ME SINCE IT'S BEEN ON MY DESK SINCE THE TWO-DAY
10:49:00 VOLUNTARY COMMUNITY MEETING.
10:49:02 I THINK WHAT'S BEEN GOING ON WITH THE E-COMMENTS AND THE
10:49:06 LIKE IS PERHAPS A GAME OF TELEPHONE WHERE IDEAS TAKE OFF
10:49:12 WITH GROUPS OF PEOPLE AND THINGS ADJUST AND CHANGE.
10:49:17 >>Vice-Mayor Ribble: I UNDERSTAND.
10:49:18 THANK YOU.
10:49:18 >>Mattaniah Jahn: THANK YOU.
10:49:19 ALL RIGHT.
10:49:24 THIS IS YOUR FUTURE LAND USE MAP.
10:49:27 JUST SHOWING THAT WE'RE VILLAGE NEIGHBORHOOD 1.
10:49:29 AGAIN, THE PURPLE ARROW POINTS TOWARDS THE TOWER LOCATION.
10:49:33 SO A MONOPOLE -- WHEN I SAY A MONOPOLE-STYLE COMMUNICATION

10:49:41 TOWER, THAT IS A TYPE OF TOWER THAT HAS A SINGLE SUPPORT
10:49:45 POLE WITH NO GUY WIRES OR IRONWORKS EXTENDING OUT FROM IT.

10:49:50 THIS IS AN EXAMPLE PICTURE.
10:49:52 ESSENTIALLY THERE ARE EXTERNAL ANTENNAS UP ON A SMALL HEAD
10:49:54 FRAME UP TOP.
10:49:56 AND THAT GIVES ADEQUATE SPACE AND AIRFLOW FOR THE ANTENNAS
10:50:03 AND THE RADIOS TO FUNCTION AND BE AIMED IN THE RIGHT
10:50:07 DIRECTIONS TO COVER.
10:50:08 BACK WHEN I FIRST STARTED, WE HAD MUCH SMALLER ANTENNAS.
10:50:12 THEY ARE ACTUALLY CALLED PUP ANTENNAS AND THEY WOULD BE TWO
10:50:16 AND A HALF, THREE FEET LONG AND THE LIKE.
10:50:18 NOW ANTENNAS ARE LIKE 8 FEET TALL AND ABOUT 18 INCHES WIDE.
10:50:24 A COUPLE OF YEARS AGO MAYBE I COULD HAVE FIT INSIDE THE
10:50:30 COVER, THOUGH I PROBABLY HAD ONE TOO MANY BRUNCHES SINCE
10:50:34 THEN.
10:50:35 ANYWAYS, THERE ARE OTHER DESIGNS OUT THERE.
10:50:42 ONCE UPON A TIME WE COULD MAKE THEM LOOK LIKE FLAGPOLES.
10:50:45 UNFORTUNATELY NOW YOU DON'T HAVE THE FACE TO FIT THE
10:50:48 ANTENNAS AND THEY OVERHEAT AND BURN UP.
10:50:50 THE BIG DESIGN THAT MS. GIBBS WAS DISCUSSING WAS THE TREE
10:50:56 TYPE CAMOUFLAGE, AND IT CAN BE A VERY EFFECTIVE CAMOUFLAGE.
10:51:00 I ACTUALLY ZONED ONE UP IN ATLANTA.
10:51:04 IT WAS A HUNDRED-FOOT TALL TOWER IN THE MIDDLE OF 70-FOOT
10:51:08 TALL PINES NEAR A HILLTOP.
10:51:11 THE PROBLEM IS THAT IN AN AREA WHERE YOU'RE TRYING TO

10:51:16 ESTABLISH COVERAGE, TRYING TO HAVE AS MUCH FOOTPRINT AS
10:51:20 POSSIBLE, HAVING THAT CANOPY TO PUSH THROUGH, THE BRANCHES
10:51:24 THEMSELVES, OF COURSE, LIMITED YOUR AIMING AND EVERYTHING IS
10:51:28 THE ANTENNAS, BUT TO COMPLETE THE CAMOUFLAGE, YOU ACTUALLY
10:51:31 HAVE TO COVER THE ANTENNAS WITH VEGETATED SOCKS.
10:51:36 AND JUST GOING BACK TO -- JUST GOING BACK TO WHAT I WAS
10:51:41 SAYING EARLIER AND YOU MAY -- I IMAGINE YOU HAD THIS PROBLEM
10:51:45 IN THE PANDEMIC WITH SPEAKERS WHEN PEOPLE ARE WEARING MASKS,
10:51:49 YOU START MUFFLING THE SIGNAL.
10:51:51 SINCE WE'RE OPERATING AT THE MARGINS TO TRY TO GET SIGNAL
10:51:54 DOWN TO THE SOUTH END, WE WOULD RESPECTFULLY SUBMIT THAT THE
10:51:58 TREE-TYPE CAMOUFLAGE JUST WOULD -- IT WOULD FIGHT THAT GOAL.
10:52:03 THIS IS SHEET ZD 1 FROM THE PLANS THAT YOU HAVE ON FILE.
10:52:17 ACCESS WOULD BE OBTAINED OFF OF BELLA TERRA BOULEVARD, VIA
10:52:21 THE PARKING LOT THAT'S ON THE PROPERTY.
10:52:24 AND THEN YOU CAN SEE A RED SQUARE.
10:52:27 THAT'S TWO PARKING SPACES ON THAT PARKING LOT THAT WILL BE
10:52:30 MARKED FOR NO PARKING.
10:52:32 FROM THERE, A TURF STONE INSIDE DRIVEWAY GOING OVER TO THE
10:52:37 SQUARE THAT IS WITHIN THE SQUARE.
10:52:40 AND THAT'S THE COMMUNICATION TOWER'S EQUIPMENT COMPOUND.
10:52:44 THE LARGER SQUARE IS THE LEASE AREA.
10:52:49 THAT'S WHERE THE LANDSCAPE BUFFER WILL BE.
10:52:50 CODE REQUIRED SABAL PALMS AND DOUBLE HEDGEROW.

10:52:54 THE INNER SQUARE, THE EQUIPMENT COMPOUND.

10:52:59 INSIDE THAT, YOU HAVE CABINETS ABOUT THE SIZE OF A TRAFFIC
10:53:02 SIGNAL WHO RUN THE COMPUTERS.
10:53:04 AND THEN YOU ALSO HAVE NOISE DAMPENED BACKUP GENERATORS TO
10:53:09 ENSURE THAT THE FACILITY OPERATES DURING STORMS.
10:53:14 ALL RIGHT.
10:53:19 THIS IS A CLOSER VIEW, AND YOU CAN SEE THE PARKING LOT IN
10:53:26 THE SOUTHEAST CORNER.
10:53:29 IT'S THAT GRAY AREA WITH THE LINES ON IT.
10:53:31 YOU CAN SEE THE RED MARKINGS WHERE THE DRIVEWAY WILL CONNECT
10:53:35 TO THE PARKING LOT AND TURF ZONE PAVER DRIVEWAY.
10:53:38 INSIDE THAT YOU HAVE A SQUARE.
10:53:40 THERE ARE FOUR RECTANGLES.
10:53:42 ONE ON THE RIGHT SIDE AND THEN THREE SMALLER ONES ON THE
10:53:46 LEFT SIDE.
10:53:46 THOSE ARE THE EQUIPMENT AREAS FOR THE DIFFERENT CARRIERS.
10:53:49 THIS TOWER WILL BE DESIGNED TO SUPPORT FOUR SETS OF ANTENNAS
10:53:53 AND IT WILL HAVE ADEQUATE SPACE BELOW FOR THE EQUIPMENT TO
10:53:57 RUN FOUR SETS OF ANTENNAS.
10:54:00 >>Mayor McLain: LET ME ASK YOU THIS.
10:54:02 I SAW THE DEPICTION YOU HAD WITH ONE ANTENNA AT THE TOP.
10:54:06 IN REALITY, THIS WILL HAVE ONE, TWO, THREE, FOUR OF THOSE ON
10:54:11 THAT TOWER?
10:54:12 >>Mattaniah Jahn: IN THE BEGINNING IT WILL HAVE TWO.
10:54:15 IF IT IS CO-LOCATED BY ALL FOUR CARRIERS, IT WOULD HAVE
10:54:18 FOUR.

10:54:19 I'LL BE SHOWING YOU AN ELEVATION SHEET WITH THE FOUR SETS OF
10:54:22 ANTENNAS ON IT.
10:54:23 >>Mayor McLain: THANK YOU.
10:54:23 >>Mattaniah Jahn: YOU'LL ALSO SEE A CIRCLE IN THE MIDDLE.
10:54:26 BLACK CIRCLE IN THE MIDDLE OF THE SQUARES.
10:54:28 THAT IS THE MONOPOLE'S FOUNDATION.
10:54:32 AND THEN YOU CAN SEE A YELLOW CIRCLE, THAT IS THE FALL ZONE
10:54:35 RADIUS.
10:54:37 MONOPOLES ARE DESIGNED TO A NATIONAL CODE AS ADOPTED BY THE
10:54:41 2023 FLORIDA BUILDING CODE.
10:54:43 AND IN THE UNLIKELY EVENT OF STRUCTURAL FAILURE, THEY
10:54:48 BASICALLY FOLD OVER UPON THEMSELVES AT A CRIMP POINT.
10:54:53 THIS ISN'T NEW TECHNOLOGY.
10:54:55 THE EXAMPLE I GIVE PEOPLE FOR FALL ZONE TECHNOLOGY WORKING
10:54:58 IS THE LAMP POST AT THE KINGS HIGHWAY EXIT ON I-75 WHEN
10:55:05 HURRICANE CHARLEY CAME THROUGH IN 2004.
10:55:08 YOU MAY RECALL DRIVING THROUGH THERE AND ALL THE LAMP POSTS
10:55:11 WERE FOLDED OVER UPON THEMSELVES.
10:55:13 THE DEPARTMENT OF TRANSPORTATION USES THAT TO KEEP THE
10:55:16 FEDERAL HIGHWAY SYSTEM FROM BEING BLOCKED BY FALLEN LAMP

10:55:19 POSTS.
10:55:20 FUNDAMENTALLY THE SAME STRUCTURE, JUST BUILT STRONG ENOUGH
10:55:24 TO SUPPORT THE ANTENNAS AND RADIOS.
10:55:26 THIS IS SHEET ZD 3.
10:55:33 THIS IS THE SAME SHEET AS I SHOWED YOU BEFORE EXCEPT IT

10:55:37 DOESN'T HAVE THE AERIAL, JUST TO HELP REMOVE CLUTTER FROM
10:55:40 THE EYE.
10:55:41 THIS IS ALL IN THE SITE PLAN SET THAT'S BEEN SUBMITTED TO
10:55:46 YOU.
10:55:47 THIS IS THE ELEVATION SHEET ZD 5 THAT WAS PROVIDED.
10:55:55 ON HERE YOU CAN SEE THE MONOPOLE.
10:55:57 YOU CAN SEE THE LANDSCAPING AT THE BASE.
10:55:59 AND YOU CAN SEE THAT THERE ARE FOUR SETS OF ANTENNAS UP
10:56:01 THERE.
10:56:02 TWO SHOWN IN BLACK AND TWO THAT ARE SHOWN IN GRAY.
10:56:07 THE TWO SHOWN IN BLACK ARE VERIZON'S ANTENNA SET, WHICH IS
10:56:12 AT THE TOP AND SHOWN WITH THE RED ARROW.
10:56:15 THE PURPLE ONE IS T-MOBILE'S PROPOSED ANTENNA SET.
10:56:19 THE TWO BLUE ARROWS THAT ARE BELOW THAT SHOWN IN GRAY ARE
10:56:23 ADDITIONAL CO-LOCATIONS SO THAT WAY IT IS AVAILABLE FOR
10:56:29 SHARING AND THAT DECREASES THE NEED FOR ADDITIONAL TOWERS IN
10:56:33 THE AREA.
10:56:35 BROADUS HAS PROVIDED AN AFFIDAVIT IN THE FILE THAT WILL MAKE
10:56:40 THEM AVAILABLE AT COMMERCIALLY REASONABLE RATES.
10:56:42 THE MONOPOLE WILL BE DULL GRAY, AND IT WILL BE COMPLETELY
10:56:46 DARK AT NIGHT.
10:56:47 WE HAVE RECEIVED OUR FAA DETERMINATION, NO HAZARD AIR
10:56:51 NAVIGATION AS WELL AS LEE COUNTY PORT AUTHORITY TALL
10:56:53 STRUCTURES PERMIT.
10:56:56 >>Mayor McLain: YOU SAY IT WILL BE BLACK, WON'T HAVE

10:56:58 FLASHING LIGHTS.
10:57:00 >>Mattaniah Jahn: DULL GRAY DURING THE DAY AND AT NIGHT,
10:57:02 YES, IT WILL BE COMPLETELY DARK.
10:57:05 THERE WON'T BE ANY LIGHTS ON IT.
10:57:07 >>Vice-Mayor Ribble: CAN I ASK ANOTHER QUESTION.
10:57:09 WHAT ABOUT MOSQUITO CONTROL?
10:57:11 I KNOW YOU SAID THE PORT AUTHORITY HAS APPROVED THAT YOU
10:57:14 DON'T NEED THE LIGHTS.
10:57:16 DOES MOSQUITO CONTROL HAVE TO DECIDE?
10:57:20 >>Mattaniah Jahn: THEY DO HAVE REVIEW.
10:57:22 I APOLOGIZE FOR NOT HAVING THAT ANSWER IMMEDIATELY IN FRONT
10:57:26 OF ME, BUT I CAN LOOK IT UP FOR YOU, IF YOU'D LIKE.
10:57:29 >>Vice-Mayor Ribble: AS LONG AS MS. GIBBS KNOWS THE ANSWER
10:57:32 TO THAT BY THE TIME YOU GO FOR YOUR DEVELOPMENT ORDER.
10:57:35 >>Mattaniah Jahn: UNDERSTOOD.
10:57:36 THIS IS A CLOSE-UP VIEW SHOWING THE COMPOUND WITH THE CODE

10:57:48 REQUIRED LANDSCAPE BUFFER AROUND IT AS WELL AS THE FOUR
10:57:52 EQUIPMENT PADS WITHOUT THE CLUTTER OF AN AERIAL BEHIND IT.
10:57:56 RUNNING THROUGH THE PHOTO SIMULATIONS, I'M GOING TO WORK
10:58:03 CLOCKWISE STARTING AT THE INTERSECTION OF CORKSCREW AND
10:58:05 BELLA TERRA BOULEVARD AND THEN GOING THROUGH BELLA TERRA.
10:58:09 SIMULATIONS 5 AND 6 WILL RUN THROUGH THE PRESERVE AND
10:58:12 SIMULATIONS 7 AND 8 WILL BE FROM WILD BLUE.
10:58:15 MY FIRST SIMULATION IS SIMULATION 1 AT CORKSCREW AND BELLA
10:58:29 TERRA LOOKING SOUTHWEST.

10:58:31 AND THIS SHOWS THE MONOPOLE THERE.
10:58:34 YOU CAN SEE THE VISIBILITY OF IT.
10:58:36 THERE IS ONE SET OF ANTENNAS ON THERE, SO THERE WOULD BE A
10:58:39 SECOND SET UNDERNEATH.
10:58:41 HERE IS VIEW TWO FROM LUCERA COURT LOOKING WEST.
10:58:48 YOU CAN SEE THAT EVEN FROM OUR VIEW, TREES IN THE MID GROUND
10:58:54 ARE ABLE TO TAKE AND BLOCK IT IF WE WERE OVER.
10:59:00 HERE IS LARINO LOOP TO THE SOUTH LOOKING NORTH.
10:59:08 YOU CAN SEE THE MONOPOLE IS IN BETWEEN THE BUILDINGS.
10:59:11 IT IS THE GRAY LINE.
10:59:13 I APOLOGIZE, DON'T HAVE A POINTER THERE.
10:59:16 TREES IN THE FOREGROUND COULD COMPLETELY BLOCK IT.
10:59:18 OF COURSE, THE CONDOS WOULD BLOCK IT AND YOU ALSO HAVE THE
10:59:23 SCREENED BUFFER TO THE BACK.
10:59:25 THIS IS THE VIEW -- THIS IS VIEW 4 FROM LARINO LOOP FURTHER
10:59:35 TO THE WEST LOOKING NORTH.
10:59:36 YOU CAN SEE THE MONOPOLE POKING ABOVE THE VEGETATION IN THE
10:59:41 BACKGROUND.
10:59:41 THIS IS VIEW 5 FROM VILLA PRESERVE LANE.
10:59:49 YOU CAN SEE THE PERIMETER BUFFER OF VILLA PRESERVE LANE
10:59:53 COMPLETELY BLOCKS THE MONOPOLE AT THIS DISTANCE.
10:59:55 THIS IS THE PRESERVE AT CORKSCREW.
11:00:03 AND YOU CAN SEE THE ARROW SHOWING THE APPROXIMATE -- SHOWING
11:00:06 WHAT THE HEIGHT OF THE MONOPOLE WOULD BE.
11:00:08 YOU CAN SEE THAT THEIR PERIMETER BUFFER BLOCKS IT.

11:00:12 IF YOU WERE TO SHIFT OUT TO THE CORKSCREW ROAD RIGHT-OF-WAY,
11:00:15 YOU COULD PROBABLY GET SOME VISIBILITY, BUT THEN YOU WOULD
11:00:17 BE IN THE TRAFFIC LANES.
11:00:21 THIS IS WILD BLUE.
11:00:26 VIEW 6 AT CYPRESS SHADOWS BOULEVARD.
11:00:29 YOU CAN SEE THE MONOPOLE IN BETWEEN THE HOUSES UNDERNEATH
11:00:36 THOSE PALMS.
11:00:36 AND THEN THIS IS THE CLEAREST VIEW OF THE MONOPOLE FROM WILD
11:00:41 BLUE.
11:00:41 THIS IS THE SOUTHERNMOST ROAD IN WILD BLUE, BLUE BAY CIRCLE
11:00:46 LOOKING SOUTH.
11:00:46 YOU CAN SEE THAT EVEN WITH THAT IMMATURE BUFFER OF SABAL

11:00:49 PALMS THERE, THE BOTTOM THIRD IS BUFFERED, SO AS THAT
11:00:56 MATURES, MORE OF IT WILL BE BUFFERED.
11:01:00 MOVING INTO THE RF NEED.
11:01:04 AS I TOUCHED ON, THIS IS A SITE THAT'S BEEN NEEDED BY
11:01:11 VERIZON AND T-MOBILE FOR QUITE SOME TIME.
11:01:14 ONE OF THE BASIC PRIMERS FOR COMMUNICATION TOWERS IS THAT
11:01:21 ALL COMMUNICATION TOWERS ARE INHERENTLY LOCAL.
11:01:24 THEY WORK LIKE THE LIGHTS THAT ARE ABOVE YOUR HEAD RIGHT
11:01:26 NOW.
11:01:27 IF WE WERE TO TAKE ALL OF THESE LIGHTS AND MOVE THEM TO
11:01:33 ANOTHER PART OF THE ROOM, YOU WOULD HAVE A DARK SPOT.
11:01:36 THEY HAVE TO BE EVENLY DISTRIBUTED.
11:01:38 I USUALLY USE THE STORY FROM MY CHILDHOOD TALKING ABOUT HOW

11:01:43 I GREW UP AND WHAT WAS OLDIES 106 AT THE TIME.
11:01:48 IT'S NOW OLDIES 108 ON CITY ISLAND IN SARASOTA.
11:01:51 WITH THAT, IT WAS AN FM RADIO STATION SENDING MUSIC OUT ONE
11:01:55 WAY TO BE HEARD BY THE RADIO, BY CAR RADIOS.
11:01:58 FROM THERE, YOU COULD REACH OUT 40 MILES WITH STEREO MUSIC
11:02:03 AND HAVE A CONNECTION WITH ONE TOWER.
11:02:07 AS I ALLUDED TO EARLIER, CELL TOWERS ARE VERY DIFFERENT.
11:02:10 THEY OPERATE AT A FRACTION OF THE POWER LEVELS THAT RADIO
11:02:15 STATIONS WORK ON, AND THEY ARE ALSO LIMITED BY THE FACT THAT
11:02:19 A CELL PHONE AND OTHER WIRELESS DEVICES HAVE TO BE ABLE TO
11:02:25 TALK BACK.
11:02:27 IN ORDER TO DO THAT, YOU END UP WITH A NETWORK.
11:02:32 ALL RIGHT.
11:02:37 SO THERE'S CURRENTLY NINE TOWERS IN THE AREA THAT VERIZON IS
11:02:41 ON THAT THEY ARE TRYING TO REACH THE BELLA TERRA AREA.
11:02:44 I'LL RUN THROUGH THEM.
11:02:46 THIS IS VERIZON'S RF PACKAGE.
11:02:55 I WON'T LIST EACH PARTICULAR TOWER BUT JUST TO GIVE GENERAL
11:03:00 BEARINGS, YOU HAVE TO NORTH ALICO ROAD WHICH COMES DOWN AND
11:03:04 SWINGS TO THE SOUTH AS IT MOVES EAST.
11:03:06 YOU CAN SEE THAT TOWERS 1, 2, 9 ARE UP THERE.
11:03:10 YOU CAN SEE THE MAJORITY OF THE TOWERS DEVELOPED IN THIS
11:03:12 AREA ARE ALONG THE I-75 CORRIDOR.
11:03:14 YOU HAVE ONE WAY OFF TO THE EAST ON CORKSCREW ROAD.
11:03:18 ESSENTIALLY THEY MAKE A U SHAPE AROUND THIS PART OF ESTERO.

11:03:23 THIS IS VERIZON'S SEARCH RING, THE RED CIRCLE.
11:03:30 BASICALLY THAT IS AN ENVELOPE WHERE THE TOWER COULD BE
11:03:34 PLACED AND BE ABLE TO FUNCTION.
11:03:36 IT'S JUST LIKE THE LIGHTS ABOVE YOUR HEAD.
11:03:38 I COULD PROBABLY SHIFT THOSE LIGHTS SIX INCHES A FOOT ONE
11:03:43 WAY OR THE OTHER AND NOT REALLY MESS UP YOUR LIGHTING.
11:03:46 BUT IF I TAKE AND PULL IT OUT TO THE WELL OF THE CHAMBER
11:03:49 HERE, YOU WOULD HAVE A DARK SPOT OVER THERE.

11:03:55 >>Jim Ward: ARE THEY SHARED TOWERS?
11:03:57 >>Mattaniah Jahn: YES, SIR, THEY ARE.
11:03:58 >>Jim Ward: TYPICALLY, HOW MANY ARE SHARED?
11:04:00 HOW MANY PROVIDERS WOULD BE USING THOSE TOWERS?
11:04:03 >>Mattaniah Jahn: THERE ARE FOUR NATIONAL PROVIDERS.
11:04:06 YOU'RE TYPICALLY SEEING TWO, THREE, AND FOUR.
11:04:10 IN THIS AREA, YOU'RE PROBABLY SEEING AT LEAST THE BIG
11:04:14 NATIONAL THREE.
11:04:15 SO VERIZON, T-MOBILE AND AT&T.
11:04:19 >>Jim Ward: PROBABLE FOR AT&T TO SHARE THE TOWER OVER BY
11:04:23 BELLA TERRA AS WELL?
11:04:25 >>Mattaniah Jahn: IT'S QUITE POSSIBLE.
11:04:26 THEY HAVE A VERY AGGRESSIVE FIRST NET PLAN IN THE STATE OF
11:04:30 FLORIDA.
11:04:30 FIRST NET IS A NATIONAL SYSTEM WHERE THE CELLULAR SYSTEM IS
11:04:36 USED TO AUGMENT THE 800 SYSTEM THAT WE HAVE FOR FIRST
11:04:42 RESPONDERS.

11:04:43 BASICALLY IF THOSE SYSTEMS GET OVERLOADED OR GO DOWN, AT&T'S
11:04:47 SYSTEM ACTS AS A PROPRIETARY BACKUP FOR THOSE GUYS.
11:04:51 >>Jim Ward: THANK YOU.
11:04:52 >>Mattaniah Jahn: THANK YOU.
11:04:53 I APOLOGIZE IF I GAVE YOU A $5 ANSWER TO A $1 QUESTION.
11:05:00 THIS IS VERIZON'S WIRELESS COVERAGE MAP.
11:05:06 GREEN IS RELIABLE.
11:05:08 I BELIEVE THE TERM THAT MR. FELIZ USES -- AND CORRECT ME IF
11:05:13 I'M WRONG -- IS FIVE NINES.
11:05:13 IT FUNCTIONS 99.999 PERCENT OF THE TIME, UP TIME.
11:05:21 IF YOU ARE BELOW THAT, THEN THERE IS A RED COLORATION.
11:05:25 THIS IS THE CURRENT SERVICE THAT IS IN -- THIS IS THE
11:05:30 CURRENT SERVICE IN BELLA TERRA.
11:05:31 THE BLUE ARROW POINTS TO THE MONOPOLE.
11:05:34 YOU CAN SEE FGCU OFF TO THE WEST.
11:05:37 YOU CAN SEE I-75, CORKSCREW ROAD AND ALICO.
11:05:39 AND THEN THIS IS THE PROPOSED SERVICE FROM THE MONOPOLE.
11:05:45 NOW, THIS IS SHOWN FOR THE 148.
11:05:50 I DO HAVE COMPARATIVE PROPAGATION MAPS I WILL SHOW LATER.
11:05:54 BUT BASICALLY WE'RE PUSHING THE LIMITS OF WHAT THE SIGNAL
11:05:59 CAN DO.
11:06:00 IT WILL BE MARKEDLY BETTER THAN WHAT'S CURRENT OUT THERE BUT
11:06:04 IT DOESN'T NECESSARILY GET ALL THE WAY UP TO GREEN, IF THAT
11:06:07 MAKES SENSE.
11:06:07 THIS WAS THE LETTER FROM BILL COMPTON.

11:06:12 MR. COMPTON IS AN RF ENGINEER FOR VERIZON WIRELESS.
11:06:16 HE WENT TO WORK FOR DISH FOR A COUPLE OF YEARS WHEN THE FCC
11:06:20 SAID THOU SHALL BE THE FOURTH CARRIER.
11:06:23 ALLOW T-MOBILE TO MERGE WITH SPRINT BUT HAVE TO HAVE A

11:06:27 FOURTH CARRIER FOR COMPETITIVE REASONS.
11:06:28 HE WORKED WITH THEM IN THE BEGINNING OF DISH EXISTING AND
11:06:32 THEN HE CAME BACK TO VERIZON.
11:06:35 I ALSO HAVE AN UPDATED LETTER THAT CAME IN YESTERDAY SIGNED
11:06:41 BY MR. FELIZ ON VERIZON LETTERHEAD SAYING THE SAME THING.
11:06:45 THIS LETTER IS A LONG-WINDED WAY OF SAYING WHAT I SAID
11:06:50 BEFORE.
11:06:51 LINE OF SIGHT.
11:06:52 IF I SQUAT DOWN BEHIND THE PODIUM, YOU'LL GET LESS OF THE
11:06:57 SIGNAL.
11:06:57 THIS IS A CLOSE-UP VIEW OF VERIZON'S COVERAGE FROM THE
11:07:05 MONOPOLE, JUST SHOWING THE SIGNAL FROM THE MONOPOLE ITSELF
11:07:08 AT 178 FEET.
11:07:10 SO THE REST OF THE NETWORK HAS BEEN DROPPED OUT.
11:07:14 SO EVERYWHERE WHERE YOU SEE GREEN, OF COURSE, IS RELIABLE.
11:07:19 WHERE YOU HAVE THE RED, BLOW THE FIVE NINES THRESHOLD BUT
11:07:24 ALSO COMPOUNDS OVER THE EXISTING SIGNAL ITSELF, TOO.
11:07:27 SO YOU HAVE THE NEW SIGNAL AND THE EXISTING SIGNAL WORKING
11:07:30 TOGETHER.
11:07:31 THIS IS 140.
11:07:37 IT JUST SHOWS THESE ARE VERY SIMILAR.

11:07:40 EITHER WAY YOU'RE GETTING SIGNAL TO THE SOUTH END OF BELLA
11:07:43 TERRA.
11:07:43 I HAVE CLOSE-UP VIEWS.
11:07:51 YOU CAN SEE SMALL DIFFERENCES LIKE IN THE MIDDLE CENTER,
11:07:54 BUT, YOU KNOW, AT THE END OF THE DAY, EITHER WAY YOU'RE
11:07:57 GETTING SIGNAL DOWN TO THE SOUTH END OF BELLA TERRA.
11:08:01 THIS IS A GROUND SCATTER DIAGRAM.
11:08:07 A VERY SIMPLE DIAGRAM TO DISCUSS WHAT I WAS SAYING BEFORE.
11:08:11 SORRY TO SOUND LIKE A BROKEN RECORD.
11:08:12 IF I WERE TO SQUAT BEHIND THIS LECTERN, YOU WOULD GET LESS
11:08:17 OF THE MESSAGE FROM ME.
11:08:20 A CELLULAR SIGNAL TRYING TO GO THROUGH TREES OR A ROOF OF A
11:08:26 HOUSE, THOSE OBJECTS SCATTER AND MAKE IT WEAKER.
11:08:30 BETTER LINE OF SIGHT, LITTLE LESS SCATTERING.
11:08:37 THIS IS T-MOBILE RF NEED.
11:08:39 THE PURPLE ARROW POINTS TO WHERE T-MOBILE WOULD BE.
11:08:42 THEY ARE ON ALMOST ALL THE SAME TOWERS THAT VERIZON IS ON.
11:08:47 THERE ARE A COUPLE THAT ARE A LITTLE BIT DIFFERENT.
11:08:50 FOR EXAMPLE, THEY AREN'T ON THE CORKSCREW TOWER OFF TO THE
11:08:53 VERY FAR EAST.
11:08:54 BUT HERE IS A MAP OF T-MOBILE'S COVERAGE IN THE AREA.
11:09:03 ALONG THAT I-75 CORRIDOR, JUST LIKE VERIZON ON THOSE TOWERS.
11:09:07 AND YOU CAN SEE THEIR COVERAGE DROPS OFF REAL QUICK ONCE YOU
11:09:12 GET EAST OF FGCU.
11:09:14 HERE, GREEN IS RELIABLE.

11:09:18 WHEN YOU GO DOWN TO ORANGE, THAT'S UNRELIABLE.
11:09:22 GREEN IS RELIABLE EVERYWHERE.
11:09:24 YELLOW IS RELIABLE TYPICALLY IN CARS.
11:09:27 ORANGE IS RELIABLE OUTSIDE.
11:09:31 BLUE IS GENERALLY NOT GOING TO WORK.
11:09:35 YOU CAN SEE THAT THERE IS A LOT OF ORANGE AND BLUE.
11:09:38 IF THERE'S NO COLOR, THERE'S NO SIGNAL AT ALL.
11:09:40 YOU GET THE STRAIGHT FLAT LINE ACROSS WHERE THE BARS GO.
11:09:44 YOU CAN SEE THE PROPOSED COVERAGE ON THEIR 4G BAND FOR ALL
11:09:50 OF BELLA TERRA.
11:09:53 >> IS THAT 170 FEET OR 140 FEET?
11:09:57 >>Mattaniah Jahn: THIS IS AT 140 FEET.
11:10:03 THAT IS THE SECOND CARRIER.
11:10:06 I HAVE COMPARATIVE PROPAGATIONS.
11:10:11 I'M SHOWING YOU THE 5G.
11:10:13 LET ME GET DOWN TO THE COMPARATIVE MAPS.
11:10:15 T-MOBILE IS THE SECOND ON THE TOWER.
11:10:18 THEY ACTUALLY ARE TEN FEET DOWN.
11:10:20 RIGHT-HAND SIDE YOU HAVE 160 FEET.
11:10:22 ON THE LEFT-HAND SIDE, YOU HAVE 130 FEET BECAUSE THEY ARE
11:10:25 NEVER GOING TO BE AT THE TOP OF THE TOWER.
11:10:27 AND YOU CAN SEE THAT THERE'S A SIGNIFICANT INCREASE IN
11:10:32 SERVICE FOR T MOBILE OUT THERE.
11:10:35 I'M SORRY.
11:10:40 I THOUGHT I SAW A RAISED HAND.

11:10:43 AGAIN, I DID COMPARATIVE MAPS.
11:10:45 WITHOUT TRYING TO GET INTO THE WEEDS, YOU CAN TELL SMALL
11:10:49 DIFFERENCES.
11:10:50 WE'RE PUSHING THE EDGES OF WHAT WE CAN DO HERE.
11:10:54 >>Jim Ward: BASED ON WHAT YOU'RE SHOWING, WILL THIS IMPROVE
11:10:57 SERVICE IN OTHER COMMUNITIES OUTSIDE OF BELLA TERRA?
11:10:59 FOR EXAMPLE, WILD BLUE OR CORKSCREW SHORES?
11:11:05 >>Mattaniah Jahn: ABSOLUTELY.
11:11:05 I APOLOGIZE FOR NOT BEING MORE SPECIFIC ABOUT THAT BECAUSE
11:11:10 THERE'S BEEN SO MUCH FOCUS ON REACHING THE SOUTHERN END OF
11:11:13 BELLA TERRA, BUT THIS MAP ALONE SHOWS RELIABLE SIGNAL GOING
11:11:17 UP INTO WILD BLUE.
11:11:18 YOU CAN SEE RELIABLE SIGNAL REACHING OUT, ESPECIALLY WITH
11:11:21 THE 160 INTO CORKSCREW SHORES AND THEN YOU CAN SEE THE
11:11:27 PRESERVE IS BASICALLY ALL GREEN.
11:11:30 I KNOW THIS IS QUITE ZOOMED OUT.
11:11:36 LET ME SEE IF I CAN MAKE MY MOUSE -- OKAY.
11:11:40 YOU CAN SEE CORKSCREW SHORES.
11:11:44 YOU CAN SEE WILD BLUE.
11:11:46 AND YOU CAN SEE THE PRESERVE.
11:11:49 YOU CAN SEE MOST OF THE PRESERVE IS GREEN AS WELL.
11:11:51 >>Jim Ward: IF AN ADDITIONAL CARRIER CAME IN, WHAT HEIGHT

11:11:55 WOULD THEY BE AT?
11:11:56 >>Mattaniah Jahn: SO THE NEXT CARRIER DOWN, DEPENDING ON
11:11:58 WHAT YOU APPROVE, WOULD BE EITHER 150 FEET OR 120 FEET.

11:12:04 SO LET'S SAY AT&T COMES ALONG, IF YOU APPROVE THIS AS A 170
11:12:10 OR 178, THE HEIGHT WE HAVE PROPOSED TO YOU, AT&T'S SPACE
11:12:16 WOULD BE 150 FEET.
11:12:17 IF YOU WERE TO APPROVE IT AT 148 FEET, IT WOULD BE 120 FEET.
11:12:24 >>Jim Ward: THANK YOU.
11:12:25 >>Mattaniah Jahn: AND FOR WHAT IT'S WORTH, 120-FOOT TALL
11:12:30 TOWERS ARE WHAT YOU SEE USUALLY IN URBAN INFILL TYPE
11:12:32 SCENARIOS WHERE YOU ARE TRYING TO SOAK UP CAPACITY MORE THAN
11:12:35 ANYTHING.
11:12:38 AGAIN, COMPARATIVE MAPS.
11:12:39 THIS IS A LETTER FROM OLGA MAFFEO.
11:12:47 I KNOW THERE HAVE BEEN QUESTIONS AS TO WHETHER SHE IS A REAL
11:12:49 PERSON.
11:12:50 I PROVIDED HER RESUM THIS MORNING.
11:12:51 SHE IS A REAL PERSON.
11:12:52 I WILL BE BRINGING HER BEFORE THE LEE COUNTY HEARING
11:12:55 EXAMINER ON MAY THE 30th FOR ANOTHER SITE IN LEE COUNTY.
11:12:58 AGAIN, THIS IS DISCUSSING THE CONCEPT OF LINE OF SIGHT.
11:13:07 MOVING THROUGH JUST DIFFERENT HOUSEKEEPING, WE HAD A
11:13:18 QUESTION ALONG THE WAY ABOUT THE FIBER HUT AND WHETHER THEY
11:13:21 CONSENTED TO BEING IN PROXIMITY TO THE TOWER.
11:13:25 THEY DID PROVIDE NOTARIZED CONSENT.
11:13:28 WE HELD THAT TWO-DAY VOLUNTARY COMMUNITY MEETING.
11:13:32 WE HELD THE PIM.
11:13:35 I'D ALSO LIKE TO TAKE -- AND THIS IS THE BELLA TERRA HOA

11:13:44 PREFERENCE LETTER.
11:13:45 THIS IS ALL IN THE RECORD.
11:13:47 SO THIS IS ALL IN THE FILE.
11:13:49 NOW, GRANTED, IT IS A LARGE FILE, SO I'M NOT SURPRISED THAT
11:13:56 IT WOULD BE A LITTLE BIT HIDDEN.
11:14:01 BUT THEY WOULD LIKE TO CREATE A UTILITY AREA OF A SMALL
11:14:04 FOOTPRINT AS POSSIBLE IN THE NORTHEAST CORNER.
11:14:06 FINALLY, WHAT I'D LIKE TO BRING TO YOUR ATTENTION IS 911
11:14:14 CALL STATISTICS.
11:14:15 THIS IS COLLIER COUNTY'S 911 CALL STATISTICS, SHOWING IN
11:14:25 2021, 83% OF ALL 911 CALLS RECEIVED IN COLLIER COUNTY CAME
11:14:30 FROM WIRELESS NUMBERS.
11:14:31 ORANGE COUNTY, UP IN ORLANDO, I KNOW THEY ARE FURTHER AWAY
11:14:37 HERE FROM US, BUT JUST TO SHOW THAT THIS IS STATEWIDE, 89%
11:14:41 OF ALL 911 CALLS.
11:14:43 BASICALLY WHAT WE HAVE DONE IS WE'VE CUT THE CORD AND MADE
11:14:46 THIS OUR TELECOM INFRASTRUCTURE, WHICH HAS BASICALLY BEEN
11:14:50 THE FEDERAL APPROACH THE WHOLE WAY THROUGH.

11:14:53 THAT'S WHY YOU HEAR ABOUT THINGS IN RURAL AREAS ABOUT RURAL
11:14:57 TELECOM CONNECTION TO ALLOW PEOPLE TO ENTER THE 21st
11:15:01 CENTURY.
11:15:01 YES, SIR.
11:15:02 >>Jim Ward: I APPRECIATE YOU SHOWING THE SIMULATIONS YOU
11:15:05 SHOWED EARLIER FROM DIFFERENT PERSPECTIVES.
11:15:09 HAS THERE BEEN ANY CONCERN RAISED ABOUT THIS TOWER FROM

11:15:12 COMMUNITIES OUTSIDE OF BELLA TERRA, WILD BLUE, OR CORKSCREW
11:15:17 SHORES?
11:15:17 >>Mattaniah Jahn: NO, SIR.
11:15:18 I HAVEN'T HEARD A PEEP.
11:15:20 >>Jim Ward: THANK YOU.
11:15:24 >>Mattaniah Jahn: WITH THAT, I DO ADOPT STAFF'S FINDINGS OF
11:15:29 CONSISTENCY AND TO MY PRESENTATION IN CHIEF AS WELL AS THE
11:15:33 ORIGINAL ANALYSIS OF YOUR CODE IN MY PUD AMENDMENT
11:15:38 APPLICATION.
11:15:39 WE ARE AGREEABLE TO ALL OF STAFF'S PROPOSED CONDITIONS OF
11:15:42 APPROVAL AND INCORPORATE THAT INTO OUR APPLICATION BY
11:15:45 REFERENCE.
11:15:45 AND I WOULD RESPECTFULLY REQUEST THAT YOU GRANT APPROVAL OF
11:15:49 THIS PUD AMENDMENT, PREFERABLY AT 178 FEET IF AT ALL
11:15:54 POSSIBLE.
11:15:54 I THINK YOU'VE SEEN THE IMPACTS TO THE COLOCATORS AS YOU
11:15:57 MOVE DOWN THE LINES.
11:15:58 I RESERVE TIME FOR REBUTTAL, AND I AND MY TEAM ARE AVAILABLE
11:16:07 FOR ANY QUESTIONS YOU MAY HAVE.
11:16:09 THANK YOU.
11:16:10 >>Mayor McLain: IS THE HOA GOING TO SPEAK ALSO?
11:16:13 >>Mattaniah Jahn: YES.
11:16:15 >>Mayor McLain: I GUESS I'LL WAIT AND GET -- GO AHEAD.
11:16:18 >>George Zalucki: THANK YOU FOR THE PRESENTATION.
11:16:20 JUST A COUPLE OF QUESTIONS.

11:16:22 COULD THE 140-FOOT, 150-FOOT TOWER, COULD THAT ACCOMMODATE
11:16:27 FOUR PROVIDERS?
11:16:27 >>Mattaniah Jahn: IT COULD.
11:16:28 >>George Zalucki: IS THERE A WAY TO QUANTIFY THE PERCENTAGE
11:16:31 OF INCREASE FROM THE 150 TO THE 170?
11:16:34 THANK YOU FOR THE PROPAGATION MAPS.
11:16:37 IT LOOKS LIKE THOSE HAVE BEEN UPDATED WITHIN THE LAST COUPLE
11:16:39 OF WEEKS.
11:16:41 >>Mattaniah Jahn: THEY WERE UPDATED.
11:16:41 >>George Zalucki: THANK YOU FOR THAT.
11:16:43 IT'S HARD TO DISCERN REALLY THE INCREASE.
11:16:46 I CAN SEE A LITTLE BIT OF SHADING DIFFERENCE.
11:16:48 DO YOUR ENGINEERS HAVE ANY KIND OF QUANTIFICATION OF THE
11:16:53 INCREASE OF PERCENTAGE BETWEEN THE 150 AND 170?

11:16:57 >>Mattaniah Jahn: I DON'T THINK THEY CAN REALLY BOIL IT DOWN
11:16:59 TO LIKE A NUMBER OR ACREAGE.
11:17:02 >>George Zalucki: A PERCENTAGE OF INCREASE OF COVERAGE OR
11:17:04 ANYTHING LIKE THAT?
11:17:05 >>Mattaniah Jahn: WE ARE REALLY OPERATING AT THE MARGINS OF
11:17:08 IT.
11:17:08 UNFORTUNATELY, I DON'T HAVE A WAY TO BOIL THAT DOWN TO
11:17:11 NUMBERS.
11:17:11 >>George Zalucki: THANK YOU FOR THE UPDATED MAPS.
11:17:11 >>Mattaniah Jahn: OF COURSE. THANK YOU.
11:17:35 >>Mayor McLain: I'VE GOT A COUPLE OF QUESTIONS, ONE BEING

11:17:35 HEALTH CONCERNS.
11:17:36 YOU READ ABOUT WHATEVER, 5G, WHATEVER IN THE FUTURE.
11:17:36 I THINK YOUR REGULATIONS SAID IF YOU ARE 179, YOU HAVE TO BE
11:17:36 AT LEAST 179 FEET FROM ANY RESIDENTIAL PROPERTY, AND YOU ARE
11:17:37 ACTUALLY ABOUT 450 OR SOMETHING LIKE THAT, AM I CORRECT IN
11:17:39 THOSE NUMBERS?
11:17:46 >>Mattaniah Jahn: YEAH, SO YOU ARE -- TO TAKE AND UNPACK
11:17:47 THINGS, AND, OF COURSE, FEDERAL LAW, DECISIONS CAN'T BE MADE
11:17:49 ON THE ENVIRONMENTAL EFFECTS OF RF EMISSIONS.
11:17:51 THAT'S MY MALPRACTICE REQUIRED DISCLAIMER, 47USC SECTION
11:17:58 332.
11:17:58 IF THINGS GO SIDEWAYS, HOPEFULLY I WON'T GET SUED.
11:18:04 ANYWAYS, THE SEPARATION REQUIREMENT IS ACTUALLY A
11:18:10 COMPATIBILITY DECISION OF YOUR CODE, IF I MAY BE SO BOLD.
11:18:13 FOR EXAMPLE, COLLIER COUNTY USED TO HAVE A TWO AND A HALF
11:18:16 TIMES TOWER HEIGHT SEPARATION IN THEIR CODE.
11:18:19 THEY RECENTLY UPDATED IT ON FEBRUARY THE 27th WHERE FOR
11:18:24 UNCAMOUFLAGED TOWERS THEY BROUGHT IT DOWN TO ONE TIMES TOWER
11:18:27 HEIGHT.
11:18:28 IF YOU ARE A CAMOUFLAGED TOWER, YOU COULD ACTUALLY GO DOWN
11:18:28 TO 50% TOWER HEIGHT, SO LIKE IF YOU WERE TO DO THAT TREE AND
11:18:28 STUFF.
11:18:41 THAT IS REALLY MORE OF A COMPATIBILITY STANDPOINT.
11:18:43 YES, WE ARE LOOKING AT THE NEAREST HOUSES BEING OVER 2.8
11:18:46 TIMES TOWER HEIGHT FROM THIS LOCATION.

11:18:49 THAT'S AT THE HIGHER HEIGHT.
11:18:56 >>Mayor McLain: WHAT IS THE IMPACT ON COVERAGE?
11:18:58 I LIVE RIGHT OFF OF ESTERO PARKWAY.
11:19:01 I THINK WHEN YOU WERE SHOWING THE LIST OF VERIZON THINGS,
11:19:03 THERE'S ONE RIGHT OFF OF ESTERO PARKWAY.
11:19:06 AND THAT TOWER IS A SINGLE POLE, BUT I DON'T BELIEVE IT HAS
11:19:14 ANY STRUCTURES AT THE VERY TOP.
11:19:16 I THINK IT IS JUST A TALL TOWER.
11:19:18 MAYBE I JUST GOTTEN USED TO IT.
11:19:21 IF YOU TRY TO PUT THE ANTENNA, I KNOW YOU SAID THEY GET HEAT

11:19:24 IN THERE AND SOME RELIABILITY ISSUES, BUT IT'S PRETTY UGLY
11:19:28 WITH THAT STRUCTURE IN THE TOP, AND WITH FOUR OF THEM, WHAT
11:19:32 IS THE DIFFERENCE IN COVERAGE IF YOU DIDN'T HAVE THOSE
11:19:35 ANTENNAS AT THE VERY TOP?
11:19:37 >>Mattaniah Jahn: THAT WOULD CUT DOWN SIGNIFICANTLY.
11:19:40 IT WOULD CUT DOWN ON THE MAPS AS FAR AS WHAT YOU COULD SEE
11:19:44 BECAUSE YOU HAVE TO SWITCH TO ANTENNAS THAT ARE MUCH SMALLER
11:19:48 TO FIT.
11:19:50 YOU WOULDN'T BE ABOUT ABLE TO AIM THEM THE WAY YOU NEED TO
11:19:54 AIM THEM.
11:19:54 BUT THE OTHER THING IS THAT THE REASON THAT THE ANTENNAS ARE
11:19:57 SO BIG AND NEED AIRFLOW IS BECAUSE -- JUST LIKE HOW A ROAD
11:20:01 HAS MORE LANES, HOW CORKSCREW ROAD HAS BEEN FOUR-LANED --
11:20:03 ANTENNAS HAVE ELEMENTS IN THEM.
11:20:06 THAT IS JUST THE BASE WIRES ESSENTIALLY THAT SEND AND

11:20:09 RECEIVE THE SIGNAL.
11:20:10 THE MORE THAT YOU HAVE, THE LARGER THE ANTENNA.
11:20:15 IT IS JUST A PHYSICS QUESTION.
11:20:18 IN ORDER TO ALSO RUN THOSE EFFICIENTLY TO HANDLE THE
11:20:22 TRAFFIC, YOU END UP HAVING TO PUT THE RADIO UP THERE WHICH
11:20:27 IS ELECTRONICS AND HAS TO BE VENTILATED.
11:20:29 OTHERWISE IT IS JUST LIKE PUTTING YOUR WIFI ROUTER IN YOUR
11:20:33 ATTIC.
11:20:33 YOU WILL COOK IT.
11:20:35 AS A MATTER OF FACT, IT VOIDS THE WARRANTIES.
11:20:37 THE ANTENNA MANUFACTURERS SAY PLEASE DON'T PUT THIS INSIDE.
11:20:40 I SAY THAT AS SOMEONE WHO MISSES FLAGPOLES.
11:20:44 IT'S KIND OF THE EQUIVALENT OF SAY -- YOU KNOW, CORKSCREW
11:20:49 ROAD, RIGHT, IS BEING REBUILT AS A FOUR-LANE ROAD.
11:20:53 IT'S NOT AS PRETTY AS IF IT WAS A SUPER 2 WITH A NICE GREEN
11:20:58 -- WITH A NICE GREEN MEDIAN, RIGHT?
11:21:00 TURN LANES AND STUFF.
11:21:03 BUT IT CAN HANDLE THE TRAFFIC.
11:21:04 THAT'S WHY THE UNIPOLE AND FLAGPOLE STYLE COMMUNICATION
11:21:10 TOWERS, UNFORTUNATELY, HAVE --
11:21:13 >>Mayor McLain: OF THE 8 OR 9 TOWERS THAT VERIZON HAS IN THE
11:21:16 ESTERO AREA, OR CLOSE TO IT, HOW MANY -- DO THEY ALL HAVE
11:21:20 ANTENNAS ON THE TOP?
11:21:23 >>Mattaniah Jahn: LET ME SEE IF I CAN -- I'M GOING TO
11:21:27 MR. FELIZ, AND IF YOU WOULD LIKE HIM TO COME UP AND STATE IT

11:21:32 HIMSELF.
11:21:33 >>Mayor McLain: YEAH.
11:21:34 WHOEVER CAN PROFESSIONALLY TESTIFY TO THAT, THAT WOULD BE
11:21:38 GREAT.
11:21:38 >>Mattaniah Jahn: OUT OF THAT, THERE ARE THREE FLAGPOLES
11:21:44 TOTAL.

11:21:44 EVERYTHING ELSE HAS EXTERNAL ANTENNAS.
11:21:49 THEY HAVE DONE EVERYTHING --
11:21:51 >>Mayor McLain: THREE OF THE NINE, SO 30% OF IT THERE.
11:21:55 I WONDER HOW YOU COME TO THAT DECISION VERSUS NEEDING
11:22:01 ANTENNAS.
11:22:01 >>Mattaniah Jahn: I HAVEN'T FILED AN APPLICATION FOR A
11:22:04 UNIPOLE SINCE 2018.
11:22:06 I WILL BE FILING ONE UP IN PASCO COUNTY, AND I HATE MYSELF
11:22:13 FOR DOING IT, BUT I'M BUILDING A SUPER TWO WHERE I NEED A
11:22:20 FOUR.
11:22:22 >>Mayor McLain: IN 2018, YOUR TECHNOLOGY, YOU MAYBE DIDN'T
11:22:26 REALIZE THAT YOU'RE NOT MAXIMIZING THE COVERAGE.
11:22:29 AND SINCE THEN YOU NOW REALIZE IT'S BETTER TO PUT THE
11:22:33 ANTENNAS UP THERE.
11:22:35 >>Mattaniah Jahn: CORRECT.
11:22:36 EVERY YEAR WE SWITCH INTO USING THE CELLULAR NETWORK MORE
11:22:40 AND MORE.
11:22:41 OF COURSE, WE USE IT FOR OUR PHONES, RIGHT?
11:22:43 BUT WE ALSO CONNECT TO IT WITH THINGS LIKE YOUR WATCHES OR

11:22:47 THIS TABLET RIGHT HERE.
11:22:49 THOSE ARE ALL DEVICES.
11:22:51 WE KEEP PUTTING MORE AND MORE TRAFFIC LOAD ON THE NETWORK.
11:22:55 IF WE HAD STABILIZED, RIGHT, AND SAID THIS PERCENTAGE OF
11:22:59 LAND LINE AND THIS PERCENTAGE OF CELL PHONES AND NO INTERNET
11:23:03 OF THINGS OR CONNECTED DEVICES, WE COULD STILL USE
11:23:07 FLAGPOLES.
11:23:08 BUT BASICALLY WHAT'S HAPPENED IS OUR USE HAS OUTGROWN THE
11:23:11 INFRASTRUCTURE.
11:23:12 JUST LIKE HOW WE WIDEN ROADS.
11:23:18 >>Mayor McLain: THANK YOU.
11:23:19 THE OTHER QUESTION I HAD IS, YOU'RE LOOKING AT APPLICATION
11:23:21 OF 178 FEET, WOULDN'T YOU HAVE TO HAVE LIGHTS ON THESE
11:23:26 THINGS IN THE EVENING?
11:23:27 I WORRY ABOUT AIR TRAFFIC.
11:23:29 THERE IS A LOT OF AIR TRAFFIC OUT OVER IN CORKSCREW AND THAT
11:23:33 WHOLE AREA.
11:23:33 HOPEFULLY THEY ARE NOT GETTING DOWN TO 175 FEET, BUT PRIVATE
11:23:39 PLANES, AMAZON HAVING THEIR -- YOUR GIFTS BEING BROUGHT IN.
11:23:45 IT SEEMS LIKE YOU SHOULD HAVE THESE THINGS LIT UP AT SOME
11:23:49 HEIGHT ANYWAY.
11:23:50 >>Mattaniah Jahn: ONE OF THE UNIQUE THINGS THAT LEE COUNTY,
11:23:52 THE MOSQUITO CONTROL AUTHORITY REQUIRES IS A TAPE THAT WE
11:23:56 PUT ON THE TOWERS THAT RESPONDS TO NIGHT VISION.
11:23:59 THAT'S GENERALLY HOW THEY SEE THESE TOWERS AT NIGHT.

11:24:03 THEY ARE REALLY THE ONLY ONES THAT GET DOWN THAT LOW TO HAVE
11:24:07 TO NEED ANYTHING.

11:24:10 BUT WE'VE BEEN DETERMINED NOT TO BE A HAZARD TO AIR
11:24:13 NAVIGATION.
11:24:14 WE'RE LOOKING LIKE WE DON'T NEED TO LIGHT IT.
11:24:17 >>Mayor McLain: IF IT WAS 500 FEET TALL, YOU WOULDN'T HAVE
11:24:20 TO LIGHT IT EITHER?
11:24:21 >>Mattaniah Jahn: NO, IF WE GO OVER 200 FEET, WE HAVE TO
11:24:24 LIGHT.
11:24:24 >>Mayor McLain: 200 IS WHERE WE HAVE TO BE.
11:24:26 >>Mattaniah Jahn: CORRECT.
11:24:27 THE AREAS WHERE YOU SEE LIGHTING BELOW 200 FEET IS WHEN YOU
11:24:30 ARE VERY CLOSE TO AIRPORTS.
11:24:32 IF WE WERE WITHIN THE ACTIVE, IF WE WERE NEXT DOOR TO THE
11:24:38 SOUTHWEST FLORIDA INTERNATIONAL AIRPORT OR IF WE WERE UNDER
11:24:41 THEIR APPROACH VECTOR AND THERE WAS A SEPARATION BY LIKE 150
11:24:45 FEET, THEN WE WOULD NEED LIGHTS.
11:24:49 >>Mayor McLain: THANK YOU.
11:24:52 >>Robert Eschenfelder: COULD I ASK A FOLLOW-UP ON THE
11:24:53 LIGHTING QUESTION THAT BOTH YOU AND THE VICE-MAYOR ASKED?
11:24:55 BECAUSE THE ORDINANCE AS DRAFTED SAYS THE TOWER WILL NOT
11:25:00 CONTAIN LIGHTS, WHICH SPEAKS IN A MANDATORY TONE AS OPPOSED
11:25:05 TO A PERMISSIVE TONE.
11:25:07 AND YET THE STAFF REPORT INDICATES THAT LEE COUNTY HAS NOT
11:25:12 SIGNED OFF ON 178 FEET AND MOSQUITO CONTROL HASN'T

11:25:18 COMMENTED, ALTHOUGH YOU HAVE SAID THAT ALL THEY ARE GOING TO
11:25:21 WANT IS TAPE.
11:25:21 SO ARE YOU COMFORTABLE ASKING COUNCIL TO APPROVE THIS ON
11:25:26 SECOND READING TODAY AS WRITTEN THAT SAYS IT WILL NOT
11:25:30 CONTAIN ANY LIGHTS IF THE AIRPORT AUTHORITY COMES BACK AND
11:25:34 SAYS IT HAS TO?
11:25:38 >>Mattaniah Jahn: ONE MOMENT.
11:25:39 I'M GOING TO GLANCE OVER TO MY CLIENT REAL QUICK.
11:25:41 MY ANSWER IS MOST LIKELY GOING TO BE YES.
11:25:44 BUT IF I DON'T GIVE HIM A LAST CHANCE TO SPEAK.
11:25:48 >>Robert Eschenfelder: THE ORDINANCE IS THE ORDINANCE.
11:25:50 IF THEY PASS IT, YOU'LL HAVE TO START ALL OVER AGAIN WITH A
11:25:53 NEW ORDINANCE TO AMEND THAT SECTION.
11:25:55 >>Mattaniah Jahn: ABSOLUTELY.
11:25:56 ONE MOMENT.
11:25:58 >>Mayor McLain: YOU'LL NEED TO COME UP AND INTRODUCE --
11:26:06 >>Mary Gibbs: I'D LIKE TO CLARIFY ALSO.
11:26:11 IF YOU WANT TO CHANGE THE WORDING BECAUSE IT IS A LITTLE
11:26:13 CONFUSING, WE DID GET COMMENTS FROM LEE COUNTY ON THE TALL
11:26:17 STRUCTURES PERMIT, BUT FOR THE 149 FEET.
11:26:19 WE ANTICIPATE THEY ARE GOING TO HAVE THE SAME -- THEY ARE
11:26:22 GOING TO BE FINE WITH IT AT 178.
11:26:25 THEY USUALLY DON'T HAVE A COMMENT.
11:26:27 MOSQUITO CONTROL TYPICALLY WILL NOT HAVE IT BE LIT UNLESS

11:26:31 IT'S 200 FEET.

11:26:33 WE PUT IN A CONDITION THAT SAID THEY HAVE TO GET THOSE
11:26:37 APPROVALS AT THE TIME OF LIMITED DEVELOPMENT ORDER, WHICH IS
11:26:39 THEIR SITE PLAN.
11:26:40 THAT'S USUALLY WHEN WE GET MOSQUITO CONTROL COMMENTS BECAUSE
11:26:43 THEY WAIT FOR THE DETAILS AND THE TECHNICAL REVIEW AT THAT
11:26:47 POINT.
11:26:48 WE TRIED TO REACH OUT TO GET THEIR COMMENTS BEFOREHAND, BUT
11:26:51 THEY DIDN'T GIVE US ANY.
11:26:53 IF YOU WANT TO CHANGE THE LANGUAGE IN THE ORDINANCE, THAT'S
11:26:55 FINE.
11:26:56 I DON'T ANTICIPATE ANY ISSUES WITH THAT.
11:26:59 >>Robert Eschenfelder: I'M TRYING TO PREVENT AN ISSUE AND IT
11:27:01 MIGHT BE BETTER TO SAY THAT THE TOWER NEED NOT BE LIGHTED
11:27:04 UNLESS REQUIRED BY AN AGENCY WITH JURISDICTION.
11:27:06 >>Mary Gibbs: AND THAT'S FINE.
11:27:10 >>Mattaniah Jahn: WE WOULD BE AGREEABLE TO THAT, AND, AGAIN,
11:27:12 WE'RE CONFIDENT IT'S NOT GOING TO BE LIGHTED.
11:27:18 >>Vice-Mayor Ribble: JUST TO FOLLOW UP, BECAUSE I HAD THAT
11:27:20 QUESTION, I WENT TO THE PORT AUTHORITY WEBSITE AND LOOKED AT
11:27:23 THE PROVISIONS FOR CELL TOWERS IN THE GENERAL AREA AND THIS
11:27:26 FALLS WELL OUTSIDE THEIR CONDITIONS FOR LIGHTING OF TOWERS.
11:27:31 BUT THE MOSQUITO CONTROL DIDN'T, SO THAT'S WHY I ASKED.
11:27:38 >>Mattaniah Jahn: MOSQUITO CONTROL IS ALL ABOUT THE NIGHT
11:27:40 VISION REACTIVE TAPE.
11:27:44 >>Mayor McLain: YOU SAID THEY ARE FINE WITH THAT.

11:27:47 >>Vice-Mayor Ribble: IT FALLS OUTSIDE OF THE PARAMETER OF
11:27:49 WHAT THEY DESCRIBED AS WHAT IS NEEDED AS LIT.
11:27:57 >>Jim Ward: YOU RAISED MY CURIOSITY HERE.
11:27:59 THE SITES THAT YOU'VE NOTED HERE, VERIZON, ARE THEY
11:28:03 DEDICATED VERIZON THAT ARE SHARED BY OTHER CARRIERS AS WELL?
11:28:08 FOR EXAMPLE, IF AT&T WAS HERE, WOULD THEY HAVE A DIFFERENT
11:28:14 SET OF TOWERS THAT THEY WOULD SHOW THAT ARE PRIMARILY AT&T
11:28:18 DEDICATED BUT ARE SHARED WITH OTHER CARRIERS?
11:28:23 >>Mattaniah Jahn: THIS LIST SHOWS ALL TOWERS IN THE AREA
11:28:26 THAT VERIZON IS CO-LOCATED ON REGARDLESS OF THE HEIGHT.
11:28:29 WHAT DO WE HAVE IN THE AREA THAT'S TRYING TO SERVE THE AREA?
11:28:33 MOST OF THOSE TOWERS WHEN YOU COMPARE THE RF MAPS FOR
11:28:38 T-MOBILE AND FOR VERIZON, ON THE WEST SIDE THE TOWERS
11:28:45 BASICALLY LINE UP, EVERYTHING ALONG I-75, AND I CAN GO BACK
11:28:48 TO IT.
11:28:49 ALMOST ALL OF THAT MATCHES.
11:28:50 THEY ARE BEING SHARED.
11:28:51 THERE ARE SOME DIFFERENCES ON THE EAST SIDE WHERE VERIZON
11:28:56 HAS DEVELOPED MORE SITES THAN T-MOBILE DID.
11:29:00 YOU WOULDN'T HAVE A PERFECT MATCH BETWEEN CARRIERS, BUT YOU

11:29:04 HAVE A VERY CLOSE MATCH.
11:29:09 >>Jim Ward: THANK YOU.
11:29:09 >>Mayor McLain: ANY OTHER QUESTIONS?
11:29:11 >>George Zalucki: JUST ONE MORE POINT ON THE LIGHTING, I
11:29:15 APPRECIATE THAT YOU ANTICIPATE NO LIGHTING REQUIRED.

11:29:18 I THINK THE COMMUNITY ALSO ANTICIPATES THERE'S NO LIGHTING.
11:29:21 I THINK THE DISCUSSIONS WITH THE RESIDENTS FROM BELLA TERRA
11:29:24 THAT WAS A PROVISION THAT WAS ARTICULATED TO THEM SO THEY
11:29:27 DIDN'T EXPECT THE LIGHTING.
11:29:28 IF THERE WERE LIGHTING, AS OUR ATTORNEY BROUGHT UP, WOULD
11:29:34 THEY BE IN FAVOR OF SOMETHING OF THAT OR DO YOU THINK THAT
11:29:37 WOULD BE SOMETHING THEY WOULD LOOK AT AND SAY, YOU KNOW
11:29:40 WHAT, THE RANGE OF THE LIGHTING MIGHT BE OBSTRUCTED, MIGHT
11:29:44 KEEP THEM UP AT NIGHT?
11:29:45 ARE THOSE A SEPARATE SET OF CONCERNS THAT YOU HAVE FOUND
11:29:48 YOURSELF DEALING WITH, WITH TOWERS THAT REQUIRE LIGHTING?
11:29:53 >>Mattaniah Jahn: I FIND MYSELF ON LIGHTED TOWERS WHERE
11:29:58 THERE ARE CONCERNS THAT WHAT IF IT HAS A WHITE LIGHT AT
11:30:01 NIGHT OR WHAT IF IT IS JUST A RED BULB UP THERE AND NOWADAYS
11:30:08 BETWEEN USING THE RED DUAL MEDIUM SYSTEMS, THE RED SYSTEMS
11:30:13 THAT THE FAA REQUIRES, AND ALSO SWITCHING TO THE FRESNEL
11:30:20 LENSES, RIGHT, SO CHOOSING NOT TO DO WHITE LIGHTS AND USING
11:30:24 LENSES THAT FOCUS THE LIGHT OUT AND UP, IT IS A VERY SMALL
11:30:28 CONCERN.
11:30:28 AGAIN, IF YOU'RE UNCOMFORTABLE WITH THAT, WE CAN HAVE IT
11:30:31 CONDITIONED SO THAT WAY --
11:30:37 >>George Zalucki: I THINK IT IS A VALID DETAIL THE ATTORNEY
11:30:39 BROUGHT UP.
11:30:39 JUST FOR FULL DISCLOSURE AND CONVERSATION ABOUT THE IMPACT
11:30:41 OF THE CELL PHONE TOWER, INCLUDING LIGHTING.

11:30:44 >>Mattaniah Jahn: I THINK YOU WOULD SEE, IF I WERE TO GUESS,
11:30:48 JUST BASED OFF OF MY EXPERIENCE IN TOWERS, I THINK YOU WOULD
11:30:52 SEE THE PEOPLE WHO ARE CURRENTLY CONCERNED WITH THE TOWER,
11:30:56 ADD THAT TO THEIR LIST AND THE PEOPLE WHO ARE JUST TRYING TO
11:31:00 GET SERVICE SAY THAT THEY ARE -- THEY NEED THE SERVICE.
11:31:08 >>Mayor McLain: IS THERE LIGHTING THAT SHINES UP AND NOT
11:31:11 DOWN?
11:31:12 IF I WAS IN THE NEIGHBORHOOD, IN FACT, ESTERO PARKWAY, THERE
11:31:15 IS A HUGE ANTENNA FOR THE RADIO STATION IN THERE.
11:31:20 IT IS LIT UP LIKE A CHRISTMAS TREE.
11:31:23 BEFORE I BOUGHT MY HOUSE, I WAS CONCERNED THAT WAS REALLY
11:31:26 GOING TO BOTHER ME.
11:31:29 I HAVE SINCE NOT HAD A PROBLEM.
11:31:31 BUT IS THERE LIGHTING THAT WOULD BE -- I WORRY, YOU'RE 22
11:31:35 FEET LOWER THAN THE MINIMUM, WHICH IS -- BEING THAT CLOSE
11:31:39 BOTHERS ME TO A CERTAIN EXTENT.

11:31:42 BUT I ALSO, I'M SURE THE PEOPLE HERE FROM BELLA TERRA SAY WE
11:31:46 DON'T WANT THE LIGHTS UNTIL AN AIRPLANE HITS IT.
11:31:49 IS THERE LIGHTING THAT WOULD MAKE IT SAFER THAN NO LIGHTING?
11:31:53 I KNOW YOU SAY IT'S GOT THE TAPE.
11:31:55 I GUESS FAA REQUIRES RADAR TO PICK THAT STUFF UP SO YOU KNOW
11:32:00 IT.
11:32:00 >>Mattaniah Jahn: THE TOWER WILL BE REGISTERED SO IT SHOWS
11:32:04 UP ON SECTIONAL MAPS.
11:32:06 I WOULD IMAGINE RADAR WOULD PICK IT UP AND EVERYTHING.

11:32:10 OF COURSE, IT WOULD HAVE THE TAPE FOR NIGHT VISION.
11:32:13 THERE ARE LIGHTINGS OUT THERE WHERE THEY HAVE WHAT'S CALLED
11:32:17 FRESNEL LENSES.
11:32:22 THAT IS THE SAME TYPE OF LENSES THAT YOU SEE IN LIGHTHOUSES
11:32:25 WHERE IT FOCUSES THE BEAM TO REACH REALLY FAR OUT INTO THE
11:32:28 OCEAN TO TALK TO SHIPS ESSENTIALLY INSTEAD OF JUST CREATING
11:32:31 A BROAD CONE OF LIGHT AROUND IT OR A BALL OF LIGHT.
11:32:34 BASICALLY THOSE LENSES ALLOW IT TO FOCUS THE LIGHT OUT
11:32:37 TOWARDS AND UPWARDS.
11:32:39 IT DOESN'T MEAN IT IS COMPLETELY INVISIBLE.
11:32:41 THERE'S STILL A RED SPOT IN THE SKY, BUT IT DOESN'T DIRECTLY
11:32:47 CAST LIGHT DOWN INTO THE AREA.
11:32:50 I KNOW EXACTLY WHAT YOU'RE TALKING ABOUT BECAUSE THE ABC 7
11:32:58 STATION IN SARASOTA, THEY HAVE THEIR TOWER UP IN PARRISH AND
11:33:02 THEY HAVE WHITE LIGHTS.
11:33:04 THEY DON'T HAVE THE FRESNEL LENSES AND THE FILTER FELL OFF
11:33:09 THE WHITE LIGHTS AND THAT'S LIKE A LIGHTNING STRIKE GOING
11:33:12 OFF EVERY 30 SECONDS.
11:33:13 IT LIGHTS UP THE WHOLE AREA.
11:33:15 THESE LIGHTS WOULD BE VERY DIFFERENT IF WE ARE REQUIRED TO.
11:33:19 >>Vice-Mayor Ribble: WHAT ABOUT LIGHTING AT THE GROUND LEVEL
11:33:21 AROUND ALL YOUR EQUIPMENT?
11:33:23 >>Mattaniah Jahn: SO THAT'S ALL COMPLETELY DARK.
11:33:26 THERE ARE SMALL WORK LIGHTS THAT YOU WOULD SEE THAT POINT
11:33:28 DIRECTLY DOWN AND THEY ARE ON A TIMER.

11:33:30 IF THE TECHNICIAN HAS TO COME OUT AND NIGHT AND WORK ON
11:33:33 SOMETHING, THEY BASICALLY TURN THE TIMER AND TWO LITTLE WORK
11:33:37 LIGHTS THAT POINT STRAIGHT DOWN.
11:33:38 OTHERWISE, WE'RE DARK.
11:33:43 >>Mayor McLain: NO FURTHER QUESTIONS, LET'S HEAR FROM
11:33:45 WHOEVER ELSE WANTS TO SPEAK.
11:33:47 >>Mattaniah Jahn: MARVELOUS.
11:33:48 AT THIS TIME, I'LL HAVE JIM WITH THE HOA BOARD COME UP IF
11:33:54 YOU HAVE ANY QUESTIONS FOR HIM.
11:34:05 >> I'M JIM CHASSE.
11:34:07 I AM THE VICE PRESIDENT OF BELLA TERRA'S MASTER ASSOCIATION.
11:34:10 ALSO SEPARATELY TO HIGHLIGHT WITH THAT, I DO HAVE A

11:34:16 BACKGROUND IN TELECOMMUNICATIONS.
11:34:17 I'VE GOT A DEGREE IN TELECOMMUNICATIONS FROM MICHIGAN STATE
11:34:21 UNIVERSITY.
11:34:22 I HAVE A MASTERS IN INFORMATION TECHNOLOGY FROM LAWRENCE
11:34:23 TECH UNIVERSITY, WHICH IS UP IN SOUTHFIELD MICHIGAN.
11:34:30 ON TOP OF THAT, I TAUGHT 16 YEARS TELECOMMUNICATIONS AS AN
11:34:32 ADJUNCT PROFESSOR AT LAWRENCE TECH UNIVERSITY.
11:34:36 SO I HAVE A BACKGROUND IN THIS AREA.
11:34:38 I WANTED TO ALSO TAKE A STEP BACK BEFORE IT EVEN COMES DOWN
11:34:41 TO THE TOWER ITSELF.
11:34:43 I'M THE ONE WHO HAD MADE A SUGGESTION INTERNALLY AT BELLA
11:34:48 TERRA TO THE BOARD BEFORE I WAS EVER A MEMBER OF IT AND HAD
11:34:51 MADE THE SUGGESTION OF WE'VE GOT A PROBLEM WITH CELL

11:34:54 COVERAGE HERE.
11:34:56 CAN WE ORGANIZE A GROUP TO TAKE A LOOK AT WHAT WE CAN DO TO
11:34:59 HELP OR RESOLVE THIS?
11:35:01 IT ESPECIALLY BECAME EVEN MORE IMPORTANT AFTER HURRICANE
11:35:06 IRMA WHEN WE LOST POWER AND AT THAT POINT, NOBODY IN THE
11:35:11 SUBDIVISION COULD MAKE A PHONE CALL OR RECEIVE A PHONE CALL,
11:35:15 GET TEXT OUT, COMMUNICATE WITH ANYONE WHO DIDN'T LIVE IN THE
11:35:19 AREA AND THEREFORE THOSE WORRIED ABOUT OUR HEALTH AND
11:35:22 WELFARE, DIFFICULT TO MAKE THAT COMMUNICATION.
11:35:25 THE FOLLOWING DAY, ONCE IT WAS LIGHT OUT, IT WAS STILL
11:35:29 DIFFICULT TO GET OUT OF THE SUBDIVISION, SO THEREFORE THERE
11:35:31 WAS NO EASY PATH TO GET TO WHERE WE COULD COMMUNICATE.
11:35:36 AND AT THAT POINT, ONCE WE WERE ABLE TO TRAVERSE THE ROADS,
11:35:39 HAD TO GO AS FAR AS THE PUBLIX IN ORDER TO BE ABLE TO MAKE
11:35:43 PHONE CALLS OR GET ON Facebook AND JUST BE ABLE TO TELL
11:35:46 PEOPLE, YES, WE'RE OKAY.
11:35:48 OBVIOUSLY ENDED UP WITH A SIMILAR SITUATION WHEN IAN CAME
11:35:53 AROUND.
11:35:54 OUR FIRST DISCUSSION ACTUALLY HAPPENED ABOUT SIX MONTHS
11:35:57 BEFORE IAN AND IT WAS LET'S GET A GROUP TOGETHER AND LET'S
11:36:01 REACH OUT TO THE CARRIERS TO FIND OUT ARE THEY AWARE OF THE
11:36:04 COVERAGE ISSUE AND DO THEY HAVE A PLAN OF RECORD FOR
11:36:07 RESOLVING IT.
11:36:08 EVERY SINGLE ONE OF THE MAJOR CARRIERS, AT THAT POINT, THAT
11:36:12 WAS BEFORE T-MOBILE AND SPRINT HAD MERGED, BUT WE HAD

11:36:16 REACHED OUT TO EACH OF THEM AND EACH SAID IT IS A KNOWN AREA
11:36:20 OF CONCERN, A KNOWN AREA THAT WE HAVE A PROBLEM, AND WE HAVE
11:36:22 NO SOLUTION FOR IT BECAUSE THERE IS NO TOWER IN THE AREA FOR
11:36:25 US TO PUT AN ANTENNA ON.
11:36:27 THAT WAS WHERE ALSO THE GROUP GOT TOGETHER AND SAID WE'VE
11:36:32 GOT 12 ACRES THAT ARE UNDEVELOPED UP FRONT.
11:36:35 WOULD THE COMMUNITY BE OPEN TO USING A PORTION OF THAT 12
11:36:39 ACRES TO ALLOW A CELL TOWER TO BE PUT ON IT?

11:36:41 ALL IN ALL, I UNDERSTAND THE AESTHETICS OF IT AND THERE IS
11:36:46 NO PERFECT PLACE TO TAKE CARE OF PUTTING A CELL TOWER.
11:36:49 ALL THINGS BEING CONSIDERED, WE WOULD RATHER HAVE NONE OF
11:36:53 THEM BUT THAT DOESN'T TAKE CARE OF MAKING CELL COVERAGE
11:36:57 WORK.
11:36:58 WITH THAT, WE LOOKED AT WHERE WE WOULD PUT IT AND THE TWO
11:37:02 PLACES THAT WERE CONSIDERED WERE, WHAT DO WE DO TO PUT IT AS
11:37:06 FAR AWAY FROM THE AMENITIES AS POSSIBLE?
11:37:08 PUT IT ALONG THE CORRIDOR OF THE ROAD.
11:37:11 AND AT THAT POINT IT WAS DECIDED IN ORDER TO MAKE THE LEAST
11:37:13 IMPACT, IT WAS EITHER PUT IT AT THE NORTHEAST CORNER OR THE
11:37:16 NORTHWEST CORNER.
11:37:17 THERE ARE A NUMBER OF CHALLENGES WITH THE NORTHWEST CORNER
11:37:22 BECAUSE THE NORTHWEST CORNER ITSELF IS LOWER.
11:37:25 IT'S SWAMPY.
11:37:26 IT WOULD TAKE LARGE AMOUNTS OF DIRT FILL IN ORDER TO BE ABLE
11:37:30 TO USE THAT FOR THE TOWER.

11:37:32 SOMEWHERE IN THE HUNDREDS OF THOUSANDS OF DOLLARS.
11:37:35 DON'T KNOW BECAUSE WE DIDN'T DIG INTO IT VERY DEEP BECAUSE
11:37:39 OF THE FACT WE KNEW THE EXPENSE OF DOING THAT.
11:37:42 ADDITIONALLY ON TOP OF THAT, FROM A DEVELOPMENTAL
11:37:44 PERSPECTIVE TO PUT IT ON THE WEST SIDE WOULD MEAN PUTTING IN
11:37:47 AN ACCESS ROAD THAT RAN ALL THE WAY ACROSS THE 12 ACRES
11:37:51 BECAUSE THE FEEDBACK WE HAD GOTTEN WAS THE ABILITY TO HAVE
11:37:55 LEE COUNTY ALLOW US ACCESS DIRECTLY FROM CORKSCREW, WOULD
11:37:59 NOT BE ALLOWED AND THAT HAD BEEN PURSUED FOR OTHER VENTURES
11:38:04 FOR THAT 12 ACRES.
11:38:06 SO THEREFORE WE HAD PURSUED MULTIPLE THINGS TO LOOK AT WHICH
11:38:10 MADE MORE SENSE AS FAR AS THE TWO CORNERS AND THERE ARE
11:38:13 QUITE A NUMBER OF HURDLES IF WE WENT TO THE WEST CORNER
11:38:16 VERSUS THE EAST CORNER, WHICH IS WHY THE EAST CORNER WAS
11:38:19 CHOSEN.
11:38:20 SO WITH THAT, I'M HOPING THAT IN ITSELF KIND OF HELPS OUT TO
11:38:26 ANSWER THOSE QUESTIONS AS FAR AS WHY WE CHOSE THE LOCATION.
11:38:30 ALSO AT THE SAME POINT, WHY WE OPENED THE DOOR TO THE
11:38:35 CONSIDERATION FOR A TOWER, AND THAT WAY ALSO IN THE CASE OF
11:38:40 ANOTHER MAJOR EVENT, ANOTHER HURRICANE WHICH THE ASSUMPTION
11:38:44 IS SOMETIME IN THE FUTURE, IT'S BASED ON WHERE WE LIVE.
11:38:48 IT'S SOMETHING THAT WE LIVE WITH.
11:38:50 THAT WE'RE IN A POSITION THAT COMMUNICATING WITH PEOPLE
11:38:55 OUTSIDE OF BELLA TERRA AND ANY OF THOSE THAT ARE COVERED BY
11:38:58 THE RANGE OF THAT TOWER ARE NOW IN A POSITION THAT THEY CAN

11:39:01 COMMUNICATE WITH LOVED ONES.
11:39:03 LOVED ONES CAN COMMUNICATE WITH THEM SO THAT WAY THEY KNOW
11:39:07 THE STATUS OF HOW PEOPLE ARE DOING WHEN THOSE EVENTS DO
11:39:09 HAPPEN.

11:39:10 AND TIED INTO THE SAME THING WITH 911 COVERAGE BECAUSE IT
11:39:14 COMES DOWN TO ANY INCIDENT HAPPENS ON THE ROAD, NOW WE'VE
11:39:19 OPENED UP THE DOOR TO MAKE IT EASIER FOR PEOPLE TO MAKE A
11:39:22 CALL WHEN THEY ARE NEEDED.
11:39:25 IF THERE ARE ANY QUESTIONS AT ANY TIME, I'M HAPPY TO HELP.
11:39:32 >>George Zalucki: THANK YOU, JAMES, FOR THAT SUMMARY.
11:39:34 I BELIEVE THAT THE COMMUNITY EARLY ON SENT A POLL OUT TO THE
11:39:38 RESIDENTS, AND I THINK IT WAS A POSITIVE 77% APPROVED OF THE
11:39:42 CONCEPT OF A CELL PHONE TOWER.
11:39:44 CAN YOU ELABORATE ON YOUR FINDINGS AND YOUR SURVEY?
11:39:47 >> CORRECT.
11:39:48 THAT WAS DONE IN JULY OF 2022.
11:39:50 THE SURVEY WAS PUT OUT THERE AND MADE AVAILABLE FOR A
11:39:53 TWO-WEEK PERIOD OF TIME.
11:39:54 WE HAD OVER 890 RESPONSES.
11:39:58 THERE ARE 1,899 DOORS AND 81% SPOKE POSITIVE TO A YES ON
11:40:05 BEING ABLE TO USE THAT 12 ACRES FOR A CELL TOWER.
11:40:11 >>George Zalucki: AS FAR AS CONTINUED COMMUNICATION WITH THE
11:40:13 RESIDENTS WITH THE HOA MEMBERS, HAVE YOU BROUGHT THEM UP TO
11:40:17 SPEED THROUGHOUT THIS ENTIRE PROCESS?
11:40:20 THIS HAS BEEN GOING ON FOR A COUPLE OF YEARS NOW.

11:40:22 WHEN WAS THE LAST TIME PERHAPS YOU HAD AN HOA MEETING WITH
11:40:26 THIS ON THE AGENDA WHERE THE RESIDENTS CAN COME AND SPEAK TO
11:40:28 THEIR CONCERNS OR SUPPORT OR NONSUPPORT OF THE ITEM?
11:40:33 >> WE REGULARLY, AS PART OF THE AGENDA, PROVIDE UPDATES AND
11:40:38 JUST WITHIN THE MEETING ITSELF.
11:40:40 IF YOU LOOK AT SEPTEMBER, OCTOBER 2022, WE'VE GOT A
11:40:45 NEWSLETTER THAT GOES OUT ON A REGULAR BASIS.
11:40:47 IT'S NOT MONTHLY.
11:40:48 IT'S USUALLY EVERY OTHER MONTH.
11:40:50 IN THE NEWSLETTER THAT WENT OUT ON SEPTEMBER, OCTOBER 2022,
11:40:55 THERE WAS A TWO-PAGE ARTICLE THAT SPOKE OF THE CELL TOWER,
11:40:59 ABOUT THE FEEDBACK, THE RESPONSE FROM THE SURVEY AND THEN ON
11:41:03 TOP OF THAT, SPECIFIED THAT AT THAT POINT IT WAS RECOMMENDED
11:41:06 TO PUT IT IN THE NORTHEAST CORNER.
11:41:09 IF YOU GO TO THE ADDITIONAL THINGS SEPARATE FROM IT JUST
11:41:12 BEING DONE AT THE MEETINGS, THAT WOULD HAVE BEEN AUGUST OF
11:41:15 2023 THAT THERE WERE TWO MEETINGS HOSTED BY BROADUS,
11:41:20 DIRECTLY AT OUR MAIN BUILDING THERE IN BELLA TERRA.
11:41:24 THOSE WERE HELD AND THEN OBVIOUSLY THE MEETINGS WE'VE HAD
11:41:28 WITH THE VILLAGE OF ESTERO AND ON TOP OF THAT, IT IS A
11:41:32 MONTHLY THING AT THE MASTER MEETING TO TAKE CARE OF
11:41:35 HIGHLIGHTING ANY STATUS OF HOW THINGS ARE GOING WITH THE
11:41:38 CELL TOWER AS WELL AS THERE IS ALWAYS AN OPEN FORUM AT THE
11:41:42 END FOR ANY QUESTIONS BY RESIDENTS.
11:41:44 >>George Zalucki: ONE LAST QUESTION, BETWEEN THE 150 AND THE

11:41:47 170, HAVE YOU GOTTEN ANY PUSH-BACK AND CONCERN ABOUT THE
11:41:51 ADDITIONAL HEIGHT THAT YOU CAN SPEAK TO?
11:41:54 >> NOW, THERE HAS BEEN NO CONCERN REALLY TO THE ADDITIONAL
11:41:57 HEIGHT.
11:41:59 IN REGARDS TO THE ADDITIONAL HEIGHT, THERE'S BEEN MORE
11:42:01 FEEDBACK FROM THOSE AT THE VERY BACK OF THE SUBDIVISION
11:42:04 KNOWING THAT EVEN THOUGH WE CAN'T QUANTIFY A PERCENTAGE, BUT
11:42:08 WE CAN QUANTIFY THAT THEIR ODDS OF SUCCESS IN COVERAGE ARE
11:42:12 BETTER WITH A HIGHER TOWER THAN A LOWER TOWER.
11:42:15 THERE'S BEEN MORE FEEDBACK TO THOSE INTERESTED IN THE HIGHER
11:42:18 TOWER BECAUSE OF THE BETTER REACH TO THE BACK OF THE
11:42:21 COMMUNITY THAN THOSE THAT HAVE OBJECTED TO THE INCREASED
11:42:26 HEIGHT BECAUSE OF THE VISIBILITY OF IT.
11:42:28 >>George Zalucki: THANK YOU FOR YOUR TESTIMONY.
11:42:30 >>Mayor McLain: I'VE GOT A QUESTION.
11:42:31 IS THE COMMUNITY AWARE THAT THEY ARE GOING TO PUT THESE
11:42:34 ANTENNAS POSSIBLY FOUR ON THIS?
11:42:36 THAT REALLY CHANGES THE LOOK.
11:42:38 ARE THEY AWARE THAT YOU COULD HAVE A STACK OF ANTENNAS ON
11:42:43 THE OUTSIDE OF THIS THING?
11:42:45 >> WELL, THE INTENT THE ENTIRE TIME HAS ALWAYS BEEN THAT
11:42:48 WHATEVER SOLUTION WE DO BE CARRIER AGNOSTIC, SO THEREFORE,
11:42:53 EVEN THOUGH THE ONES THAT HAVE LEASED SPACE ON THERE, BEING
11:42:57 VERIZON AND T-MOBILE AT THIS POINT, THERE IS THE
11:43:00 AVAILABILITY OF SPACE THERE FOR AT&T AS WELL AS DISH.

11:43:05 FROM THAT PERSPECTIVE, I DON'T KNOW THAT WE'VE GONE INTO THE
11:43:08 DETAILS, BUT WE HAVE SHOWN WHAT A SAMPLE LOOKS LIKE.
11:43:12 IN FACT, THE MOST AVAILABLE SAMPLE AND WHAT WE USED IN THE
11:43:17 PICTURE IN THE ARTICLE WAS OF THE TOWER THAT YOU SEE WHEN
11:43:20 YOU WALK RIGHT OUT THE DOOR FROM HERE BECAUSE THAT'S GOT THE
11:43:23 MULTIPLE ANTENNAS ON IT.
11:43:25 IT'S VERY SIMILAR IN HEIGHT AS THAT TOWER ITSELF IS ABOUT
11:43:28 180 FEET.
11:43:29 THERE IS PROBABLY NO BETTER EXAMPLE OF WHAT IT WILL LOOK
11:43:33 LIKE THAN WHAT YOU SEE EVERY TIME YOU WALK OUT THIS DOOR.
11:43:37 WHICH ALSO ON A SEPARATE NOTE, YOU'LL ALSO FIND WITH MANY OF
11:43:41 THESE THINGS, YOU'LL NOTICE IT INITIALLY AT FIRST AND THEN
11:43:45 EVENTUALLY IT'S LIKE WALLPAPER AND OTHER THINGS WHERE IT
11:43:47 BLENDS INTO THE BACKGROUND AND YOU REALLY DON'T NOTICE IT
11:43:50 ANYMORE.
11:43:51 >>Mayor McLain: I DON'T DISAGREE.
11:43:52 DOES THIS TOWER HAVE LIGHTING ON IT AT 180 FEET OR SO?
11:43:56 >> THAT I DO NOT KNOW.
11:43:57 >>Mayor McLain: I'M STILL CONCERNED ABOUT THAT.
11:44:00 HAVE YOU BROACHED THAT SUBJECT WITH YOUR COMMUNITY?
11:44:03 >> IN THAT WE HAVEN'T BECAUSE WE'VE ALWAYS BEEN UNDER THE
11:44:06 ASSUMPTION IT WAS A DARK TOWER.

11:44:08 IF IT CAME UP IT WAS LIGHTED, THAT IS SOMETHING WE WOULD
11:44:11 HAVE TO BRING BACK TO THE COMMUNITY.
11:44:13 >>Mayor McLain: ANY OTHER QUESTIONS FROM COUNCIL?

11:44:14 THANK YOU.
11:44:18 SO THE APPLICANT HAS MADE THEIR PRESENTATION.
11:44:27 NOW WE CAN OPEN IT UP FOR PUBLIC COMMENT.
11:44:30 IS THAT CORRECT?
11:44:31 OKAY.
11:44:33 DO WE HAVE ANYBODY WHO WANTS TO SPEAK?
11:44:35 >>Carol Sacco: YES, WE DO.
11:44:36 WE HAVE NINE, I THINK.
11:44:37 THE FIRST ONE IS MR. DARWIN FELIZ FROM VERIZON WIRELESS.
11:44:48 >> MAYOR AND COUNCIL MEMBERS, MATTANIAH JAHN AGAIN.
11:44:54 MR. FELIZ PROVIDED A SPEAKER CARD JUST FOR COMPLIANCE.
11:45:00 HE'S ONE OF MY WITNESSES.
11:45:01 HE IS AVAILABLE FOR ANY QUESTIONS THAT YOU HAVE, BUT HE
11:45:02 DOESN'T HAVE AN INDEPENDENT PRESENTATION.
11:45:04 THANK YOU.
11:45:07 >>Carol Sacco: ALAN SCIVALLY.
11:45:15 >> GOOD MORNING.
11:45:16 MY NAME IS ALAN SCIVALLY WITH BROADUS TOWERS.
11:45:20 WE ARE THE TOWER DEVELOPER IF THIS DOES GET APPROVED.
11:45:22 ADDRESS IS 4 COUNTRY PLACE CIRCLE IN ARLINGTON, TEXAS.
11:45:25 MAINLY JUST WANTED TO BE AVAILABLE FOR QUESTIONS BUT DID
11:45:28 WANT TO ADDRESS THE ISSUE OF THE LIGHTING.
11:45:30 AS MARY MENTIONED, FAA DOESN'T REQUIRE LIGHTING UNLESS WE
11:45:33 ARE 200-FOOT OR TALLER.
11:45:35 AS FAR AS WITH LEE COUNTY, PORT AUTHORITY, ANYONE ELSE THAT

11:45:38 WOULD HAVE JURISDICTION, WE DO HAVE APPROVAL FROM THEM ON
11:45:41 THE 148-FOOT THAT WE INITIALLY APPLIED FOR.
11:45:44 WE HAVE NOT GONE BACK TO APPLY FOR THE 178, WAITING FOR THE
11:45:48 VOTE TODAY.
11:45:51 I TALKED TO MY BOSS, THE MAN IN CHARGE, AND HE BASICALLY
11:45:55 SAID IF WE DO GO TO LEE COUNTY OR ANYONE ELSE WITH AUTHORITY
11:45:59 WITH THE 178-FOOT AND THEY COME BACK AND SAY WE HAVE TO
11:46:02 LIGHT IT AT 178-FOOT, WE WOULD WORK WITH THEM TO DETERMINE
11:46:06 WHAT HEIGHT WE COULD BUILD THAT WOULD NOT REQUIRE LIGHTING
11:46:09 SO WE DON'T HAVE TO LIGHT IT BECAUSE WE REALIZE THAT WOULD
11:46:12 BE A NUISANCE TO ESPECIALLY THE PEOPLE IN THE CONDOS IN
11:46:16 BELLA TERRA THAT ARE CLOSE TO IT.
11:46:19 WE WOULD PREFER TO HAVE A DARK TOWER AT NIGHT.
11:46:21 WE ARE COMMITTED TO DOING THE REFLECTIVE TAPE OR ANYTHING
11:46:24 ELSE THAT WOULD NOT PROVIDE LIGHTING.
11:46:27 IF COUNCIL DID VOTE TO APPROVE 178-FOOT AND WE CAME BACK AND
11:46:31 THEY SAID, WELL, YOU CAN BUILD 170-FOOT WITH NO LIGHTS, WE
11:46:34 WOULD LOOK AT REDUCING THE MAX TOWER HEIGHT TO 170-FOOT OR

11:46:38 WHATEVER THAT NUMBER IS TO AVOID HAVING TO LIGHT IT.
11:46:43 >>Mayor McLain: OKAY.
11:46:48 >>Carol Sacco: MR. RICHARD SMITH FROM BELLA TERRA.
11:46:58 >> THANK YOU, MR. MAYOR AND COUNCIL MEMBERS.
11:47:03 >>Mayor McLain: YOUR ADDRESS.
11:47:06 >> 13866 CLETO DRIVE IN BELLA TERRA.
11:47:09 I WAS ON THE COMMITTEE THAT EXPLORED AND CAME UP WITH

11:47:16 BROADUS AS A SOLUTION BECAUSE WE DO HAVE POOR SERVICE.
11:47:20 NO PLACE IN THE COMMUNITY IS IDEAL.
11:47:25 THERE TEND TO BE MORE PROBLEMS TOWARD THE BACK IN WHAT WE
11:47:28 FOUND OUT BECAUSE OF WHERE IT IS LOCATED.
11:47:31 AND PRESERVE LAND AND THINGS LIKE THAT.
11:47:35 WE ALREADY OWN THE PROPERTY UP FRONT, AS JIM SAID, SO THAT
11:47:38 BECOME A LOGICAL FOCUS POINT.
11:47:41 MY INVOLVEMENT ENDED WHEN WE FOUND BROADUS AND HAD A
11:47:46 SOLUTION.
11:47:46 THEN IT GOES TO THE HOA TO DETERMINE THE DETAILS ABOUT WHERE
11:47:51 IT IS PLACED, HOW IT IS PLACED, WHAT'S GOING TO WORK, WHAT
11:47:54 ISN'T GOING TO WORK, ET CETERA.
11:47:55 SO I THINK THERE HAS BEEN A LOT OF TELEPHONE TREE MAYBE THAT
11:48:00 GOES ON SOMETIMES WITH ANY ISSUE IN A COMMUNITY, BE IT THIS
11:48:05 OR ANYTHING ELSE.
11:48:06 YOU SEE SIMILAR NAMES POP UP.
11:48:08 YOU SEE THINGS GO BACK AND FORTH, LIKE, WHERE IN THE WORLD
11:48:11 DID THAT COME FROM?
11:48:13 I JUST ASK YOU, WE'RE REALLY IN NEED OF A TOWER.
11:48:17 WE ARE REALLY IN NEED OF CELL SERVICE IN SOME WAY.
11:48:20 WHEN I TALKED TO MARY AND SAID THERE ARE NO APPLICATIONS, IT
11:48:23 WAS LIKE, WELL, WE HAVE TO DO SOMETHING OURSELVES.
11:48:26 THANK YOU.
11:48:29 >>Mayor McLain: ANY OTHER COMMENTS?
11:48:30 >>Carol Sacco: MR. JAMES CHASSE FROM BELLA TERRA.

11:48:33 >> I WAS ALREADY UP THERE.
11:48:37 >>Carol Sacco: MR. LARRY ROTH, BELLA TERRA.
11:48:47 >> GOOD MORNING, EVERYONE.
11:48:49 MY NAME IS LARRY ROTH, 21200 BELLA TERRA BOULEVARD.
11:48:54 I'VE BEEN IN THE COMMUNITY FOR JUST OVER 12 YEARS.
11:49:00 WE HAVE NEVER HAD GOOD CELL SERVICE BACK EVEN WHEN WE MOVED
11:49:03 IN.
11:49:07 EVEN TO THE POINT WHERE APPROXIMATELY SIX, SEVEN YEARS AGO,
11:49:10 AS A MEMBER OF THE HABITAT CDD I PROPOSED PUTTING A CELL
11:49:17 TOWER INSIDE THE COMMUNITY.
11:49:19 IT DIDN'T FLY MAINLY BECAUSE INTERNAL COMMUNICATION AND
11:49:22 BEING A CDD, WE CAN'T BE A NOT PROFIT ORIENTED -- A
11:49:34 NOT-FOR-PROFIT.
11:49:36 OKAY.

11:49:36 SO THAT WAS DROPPED.
11:49:39 SO WE HAVE NEVER HAD GOOD CELL SERVICE.
11:49:43 I LIVE TWO AND A HALF MILES FROM CORKSCREW ROAD.
11:49:46 WHEN I GET TO TWO MILES WITH MY CELL PHONE, I HAD TO TELL
11:49:51 WHOEVER I'M SPEAKING WITH I'LL HAVE TO CALL YOU BACK WHEN I
11:49:54 GET HOME BECAUSE I DON'T HAVE ANY COVERAGE.
11:49:57 THIS IS FOR VENDORS, ANYBODY COMING INTO THE COMMUNITY
11:50:01 THAT'S BEYOND THE TWO-MILE MARK.
11:50:04 NOBODY HAS REALLY ANY CELL SERVICE AT ALL, NO MATTER IF THEY
11:50:09 HAVE WIFI IN THEIR HOUSE OR NOT, NO COVERAGE WHATSOEVER.
11:50:13 I URGE YOU, PLEASE, PLEASE APPROVE THIS.

11:50:20 THIS PROCEDURE.
11:50:21 THANK YOU.
11:50:21 >>Mayor McLain: THANK YOU.
11:50:23 >>Carol Sacco: MS. LORRAINE DISKEN FROM BELLA TERRA.
11:50:33 >> HELLO, EVERYONE.
11:50:35 LORRAINE DISKEN.
11:50:36 I'M AT 20051 BARLETTA LANE.
11:50:39 FIRST, I WANT TO THANK YOU ALL FOR THE WORK THAT YOU DO.
11:50:44 YOU MADE THE VILLAGE OF ESTERO ONE OF THE MOST BEAUTIFUL,
11:50:49 BEST PLACES TO LIVE IN THE VILLAGE IN SOUTHWEST FLORIDA.
11:50:53 WE BOUGHT OUR CONDO IN 2005 BEFORE THERE EVEN WAS AN HOA,
11:51:00 BEFORE THERE WAS A CLUBHOUSE, BEFORE THERE WAS A BEAUTIFUL
11:51:03 POOL.
11:51:04 WE BOUGHT, WHEN MY HUSBAND RETIRED FROM THE POLICE
11:51:07 DEPARTMENT RIGHT AFTER 911 AND WE CAME DOWN FROM NEW YORK
11:51:10 AND THIS WAS OUR PARADISE.
11:51:13 THIS WAS A PLACE TO GO DURING SCHOOL VACATIONS.
11:51:18 I'M A SECRETARY IN AN ELEMENTARY SCHOOL.
11:51:20 I SINCE RETIRED SO WE HAVE BEEN SPENDING MORE TIME HERE.
11:51:23 I HAVE TO SAY THAT I WAS NOT AWARE OF A CELL TOWER BEING PUT
11:51:29 AT THE ENTRANCE SINCE LAST AUGUST, I BELIEVE IT WAS, WHEN I
11:51:36 FIRST WENT ON Facebook AND I SAW MENTION OF THE MEETING.
11:51:40 ALL RIGHT.
11:51:42 I DON'T ATTEND ZOOM MEETINGS, THE BOARD MEETINGS.
11:51:47 I TRY TO, BUT IN NEW YORK, SITTING IN MY KITCHEN, TRYING TO

11:51:50 DO THE ZOOM, SOMETIMES IT CONNECTED, SOMETIMES IT DIDN'T.
11:51:55 IT TOOK FOREVER FOR THEM TO TALK ABOUT ANYTHING THAT I WAS
11:51:58 INTERESTED IN.
11:51:58 I NEVER HEARD THEM TALK ABOUT THE CELL TOWER.
11:52:01 SO THEN MOVING FORWARD, I REALIZED THE IMPORTANCE OF THE
11:52:07 CELL TOWER.
11:52:08 I DO.
11:52:09 BUT WHY DOES IT HAVE TO BE AT THE ENTRANCE?
11:52:16 IT'S RIGHT THERE.
11:52:17 WHEN YOU COME IN, WHEN YOU COME OUT.

11:52:19 IF IT HAS TO BE THERE, CAN'T WE PLEASE FIGURE OUT A WAY TO
11:52:25 GET IT TO THE WEST SIDE?
11:52:29 THERE WAS TALK ABOUT EXPANDING THE AMENITIES.
11:52:33 YOU WOULD WANT AMENITIES TO BE RIGHT BY THE CLUBHOUSE.
11:52:37 YOU WOULD WANT TO EXPAND THE CLUBHOUSE, EXPAND THE POOL,
11:52:40 WHATEVER THEY WANT TO DECIDE, YOU COULDN'T DO ANYTHING IF
11:52:42 THE TOWER IS THERE.
11:52:44 IT DOESN'T TAKE UP A LOT OF SPACE, TRUE.
11:52:47 BUT ANYTHING AROUND IT, IT WILL BE RIGHT THERE WITH THE
11:52:49 BARBED WIRE FENCE AND HUMMING NOISES AND WHATEVER THAT COULD
11:52:54 HAPPEN FROM THAT.
11:52:54 PUT IT OVER IN THE WEST.
11:52:57 THERE WAS TALK ABOUT AN RV, BOAT TRAILER STORAGE AREA, PUT
11:53:03 THAT OVER THERE WHERE NOBODY IS ACTUALLY THERE ALL THE TIME,
11:53:09 LIKE AT THE POOL.

11:53:11 THERE WAS TALK OF DOING THAT, SO PUT THAT OVER THERE.
11:53:15 MOVE THE HOT WIRE HUT.
11:53:19 HOW HARD COULD IT BE TO MOVE IT OVER THERE SO EVERYTHING IS
11:53:23 ON THE WEST CORNER?
11:53:25 IT IS JUST A GRAVEL ROAD.
11:53:26 PEOPLE MOVE WIRES ALL THE TIME.
11:53:28 YOU'RE TALKING ABOUT A 50-YEAR LEASE.
11:53:31 I WAS TOLD BY THE PRESIDENT OF THE HOA THAT IT WOULD BE A
11:53:35 SIX-MONTH DELAY.
11:53:37 WHAT'S SIX MONTHS WHEN THIS THING IS GOING TO BE UP FOR THE
11:53:39 NEXT 50 YEARS?
11:53:41 THAT'S ALL.
11:53:42 IF IT HAS TO GO UP, PLEASE MOVE IT TO THE WEST.
11:53:45 THANK YOU.
11:53:46 >>Mayor McLain: THANK YOU.
11:53:47 >>Carol Sacco: MR. TIMOTHY DISKEN FROM BELLA TERRA.
11:53:51 >> GIVE HER MY THREE MINUTES TO CONTINUE ON?
11:53:56 >>Carol Sacco: THAT'S UP TO THE COUNCIL.
11:53:57 HE'S ASKING IF HE COULD DEFER HIS TIME TO HIS WIFE?
11:54:05 >>Mayor McLain: DID HE SIGN A CARD?
11:54:07 HE DID.
11:54:08 OKAY.
11:54:09 WE USUALLY DON'T.
11:54:12 >> WELL, SHE WAS ON A ROLL AND I THOUGHT SHE COULD CONTINUE
11:54:15 ON.

11:54:16 WE'VE BEEN HERE FOR 18 YEARS --
11:54:20 >>Mayor McLain: WE NEED YOUR NAME TOO.
11:54:23 >> TIM DISKEN, 20051 BARLETTA LANE.
11:54:27 WE'VE BEEN HERE FOR 18 YEARS.
11:54:29 I KNOW WHAT IT'S LIKE TO NOT HAVE REAL GOOD CELL SERVICE.
11:54:33 HOWEVER, MY SISTER STAYED FOR IRMA, MY NEXT-DOOR NEIGHBOR

11:54:39 STAYED FOR THE PREVIOUS HURRICANE, AND I WAS IN CONSTANT
11:54:42 CONTACT WITH BOTH OF THEM.
11:54:44 MY SISTER LIVES IN THE NEXT BUILDING OVER.
11:54:46 SHE WAS IN A CLOSET, TERRIFIED.
11:54:49 BUT YET SHE HAD CELL SERVICE.
11:54:52 I DON'T KNOW WHETHER IT IS AT&T HAS GOT A BETTER CELL
11:54:57 SERVICE THAN VERIZON OR T-MOBILE, I DON'T KNOW.
11:55:01 AS FAR AS THE SURVEY THAT WENT OUT, THE ORIGINAL SURVEY WAS
11:55:08 ONLY CAN WE THINK ABOUT POSSIBLY EXPLORING THE CELL TOWER IN
11:55:14 OUR COMMUNITY.
11:55:17 WE NEVER HAD A SECOND SURVEY SENT OUT ABOUT WHERE THEY
11:55:21 WANTED TO PUT IT.
11:55:24 RIGHT SMACK IN THE BEGINNING OF THE COMMUNITY.
11:55:27 EVERY TIME WE'RE GOING TO WALK, DRIVE THROUGH THAT BEAUTIFUL
11:55:33 ENTRANCE TO OUR BEAUTIFUL COMMUNITY, THERE IT IS.
11:55:36 175-FOOT TOWER.
11:55:39 WE NEVER HAD A SECOND VOTE.
11:55:43 WE WERE AT THE POOL THE OTHER DAY.
11:55:46 NOBODY KNOWS WHERE THAT TOWER IS GOING.

11:55:49 THAT'S ALL I GOT TO SAY.
11:55:52 >>Mayor McLain: THANK YOU.
11:55:53 >>Carol Sacco: MR. LOUIS TANCREDI FROM BELLA TERRA.
11:55:59 THAT IS THE LAST ONE, MAYOR.
11:56:03 >> GOOD MORNING.
11:56:04 MY NAME IS LOUIS TANCREDI.
11:56:09 I LIVE AT 20317 ARDORE LANE.
11:56:13 I'VE BEEN IN THE BELLA TERRA COMMUNITY SINCE 2008.
11:56:16 DURING THAT TIME VERY ACTIVE MEMBER OF THE COMMUNITY SERVING
11:56:19 ON SEVERAL COMMITTEES.
11:56:21 ALSO WAS ELECTED TO THE SINGLE-FAMILY BOARD OF THE HOA IN
11:56:26 THAT COMMUNITY.
11:56:27 I CARE DEEPLY ABOUT BELLA TERRA.
11:56:31 I'M VERY PROUD TO ALSO LIVE IN ESTERO.
11:56:34 I THINK YOU FOLKS ARE DOING A WONDERFUL JOB AND REALLY
11:56:36 CREATING A GOOD COMMUNITY FOR PEOPLE TO ENJOY AND LIVE A
11:56:41 GOOD LIFE.
11:56:43 I ALSO HAVE A DEGREE -- A MASTER'S DEGREE IN ELECTRICAL
11:56:48 ENGINEERING.
11:56:49 WORKED FOR RAYTHEON MANY YEARS DESIGNING RADAR SYSTEMS AND
11:56:53 ANTENNA SYSTEMS.
11:56:54 I'M AWARE OF SOME OF THE ISSUES RELATED TO THAT.
11:56:57 BUT WHAT I WANTED TO DO THIS MORNING -- BY THE WAY, I'M ALSO
11:57:00 A MEMBER OF THE BUILDING INTANGIBLE COMMITTEE WITHIN THE HOA
11:57:03 AT BELLA TERRA, BUT TODAY I'M REPRESENTING MYSELF.

11:57:06 WHAT I WOULD LIKE TO DO THIS MORNING IS MAKE THREE POINTS
11:57:10 BECAUSE THERE HAVE BEEN A LOT OF ISSUES AROUND THIS PROPOSED

11:57:13 PROJECT.
11:57:14 ONE, I WANT TO THANK THE BELLA TERRA MASTER BOARD FOR TAKING
11:57:18 THE INITIATIVE THREE YEARS AGO TO PROPOSE THE CONSTRUCTION
11:57:21 OF A TOWER FOR THE PURPOSE OF IMPROVING THE CELLULAR
11:57:25 COVERAGE IN THE COMMUNITY.
11:57:26 WHEN THE SURVEY WENT OUT, I VOTED YES.
11:57:31 FOR CLARIFICATION, THAT SURVEY ASKED WHETHER WE WOULD
11:57:35 SUPPORT INSTALLING THE TOWER IN THE BELLA TERRA COMMUNITY.
11:57:39 IT WAS NOT IN SPECIFICALLY SAYING IT WOULD GO INTO THAT
11:57:44 12-ACRE LOT.
11:57:45 IT WAS WITHIN THE COMMUNITY.
11:57:47 ANYWAY, I WANT TO THANK THE BOARD FOR DOING THAT.
11:57:50 I ALSO WANT TO THANK VERIZON FOR PROVIDING CELLULAR COVERAGE
11:57:56 MAPS.
11:57:56 THE INITIAL ONE THAT SHOWED THAT WE DID NOT HAVE GOOD
11:57:59 COVERAGE WITHIN THE COMMUNITY, THAT PRETTY MUCH SUPPORTED
11:58:02 WHAT RESIDENTS HAVE BEEN SAYING FOR YEARS.
11:58:04 BASED ON THAT COVERAGE MAP, THEY PROPOSED INSTALLING A
11:58:10 TOWER.
11:58:10 A COVERAGE MAP WAS PROVIDED FOR THAT.
11:58:13 THAT WAS THE 150-FOOT TOWER AND IT SHOWED THAT WE DID NOT
11:58:16 HAVE COVERAGE, HENCE WE WENT TO THE 128-FOOT TOWER.
11:58:21 I THINK IT'S IMPERATIVE TODAY THAT THERE IS SUPPORT FOR THE

11:58:24 TOWER.
11:58:25 THERE IS ABSOLUTELY SUPPORT FOR GETTING BETTER SERVICE BUT
11:58:27 WE WOULD LIKE TO KNOW AHEAD OF TIME WITH MORE SPECIFICS WHAT
11:58:31 THE COVERAGE WOULD BE, HOW MUCH OF THE COMMUNITY WOULD STILL
11:58:33 NOT HAVE SERVICE.
11:58:34 YOU SAW THE MAPS.
11:58:35 IF YOU LOOK CLOSELY TO THOSE MAPS, THERE ARE AREAS OF THE
11:58:38 COMMUNITY THAT STILL WOULD NOT HAVE COVERAGE.
11:58:40 SO IN CLOSING, IT'S IMPERATIVE THAT WE HAVE A GOOD
11:58:45 UNDERSTANDING OF THE COVERAGE SO THAT PEOPLE KNOW AND SEE A
11:58:50 DETAILED COVERAGE MAP FOR THAT.
11:58:52 THANK YOU VERY MUCH.
11:58:53 >>Mayor McLain: THANK YOU.
11:58:54 WE HAVE NO OTHER --
11:58:56 >>Carol Sacco: THERE ARE NO OTHER ONES, BUT WE DID HAVE
11:58:59 E-COMMENTS AS MARY GIBBS EXPLAINED EARLIER.
11:59:02 >>Mayor McLain: I THINK IT WOULD BE APPROPRIATE IF THE
11:59:05 APPLICANT WOULD LIKE TO MAYBE DISCUSS SOME OF THE ISSUES
11:59:09 THAT WERE RAISED BY THE PUBLIC.
11:59:18 >>Mattaniah Jahn: MATTANIAH JAHN AGAIN.
11:59:20 I'M GOING TO BRING DARWIN FELIZ UP WITH VERIZON WIRELESS.
11:59:26 SO IF YOU WOULD, PLEASE, COME UP.
11:59:34 >>Mayor McLain: NO DANCING.
11:59:35 [LAUGHTER]

11:59:36 >>Mattaniah Jahn: USED TO BE A BALLROOM DANCER, COMPETITIVE

11:59:39 NO LESS.
11:59:40 UNFORTUNATELY, IT WOULD SEEM THAT'S MY DEFAULT.
11:59:43 PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.
11:59:44 >> MY NAME IS DARWIN FELIZ.
11:59:46 7701 EASTER TELECOM PARKWAY, TAMPA.
11:59:53 >>Mattaniah Jahn: WHAT IS YOUR EDUCATION AND EXPERIENCE?
11:59:57 >> MY EDUCATION IS I HAVE A BACHELOR DEGREE IN ELECTRICAL
12:00:01 ENGINEERING AND I HOLD TWO OTHER CERTIFICATIONS AND GRADUATE
12:00:05 DEGREES IN TELECOMMUNICATIONS AND FROM BOSTON UNIVERSITY IN
12:00:09 COMPUTER SCIENCE AS WELL.
12:00:11 >>Mattaniah Jahn: WHAT'S YOUR EXPERIENCE IN THE TELECOM
12:00:13 INDUSTRY?
12:00:14 >> MY EXPERIENCE, I HAVE BEEN IN TELECOM INDUSTRY FOR MORE
12:00:19 THAN 15 YEARS.
12:00:20 I WORK FOR THE DEPARTMENT OF ENERGY, CRITICAL INFRASTRUCTURE
12:00:22 FOR OUR COUNTRY, WHERE I WAS WORKING FOR THE PLANNING AND
12:00:27 DESIGN FOR SERVICE STATIONS AND HYDROELECTRIC.
12:00:32 >>Mattaniah Jahn: HOW LONG HAVE YOU BEEN DESIGNING CELLULAR
12:00:35 NETWORKS?
12:00:37 >> I STARTED IN 2000 DESIGNING CELLULAR NETWORKS WHEN
12:00:42 MOTOROLA WAS A BIG COMPANY AT THAT TIME.
12:00:44 >>Mattaniah Jahn: AS AN ENGINEER FOR VERIZON, WHEN YOU'RE
12:00:48 DESIGNING A CELLULAR NETWORK, DO YOU TAKE IN DIFFERENT
12:00:51 CONSIDERATIONS THAN IF YOU WERE DESIGNING, SAY, A MILITARY
12:00:56 RADAR SYSTEM?

12:00:57 >> YEAH, DEFINITELY.
12:00:58 THOSE ARE TWO DIFFERENT SYSTEMS.
12:01:00 THE RADAR, EVEN AS A TWO-WAY COMMUNICATION, BECAUSE YOU
12:01:06 RECEIVED THAT INFORMATION FROM WHAT YOU SEE OUT THERE.
12:01:10 FOR A SIMILAR SYSTEM, YOU HAVE A TWO-WAY COMMUNICATION, BUT
12:01:14 YOU ARE CHANGING A LOT OF INFORMATION.
12:01:17 DATA, VOICE, AND MESSAGES IS A DIFFERENT SYSTEM.
12:01:20 >>Mattaniah Jahn: AND IN ORDER TO DESIGN THAT NETWORK, DO
12:01:24 YOU NEED ACCESS TO PROPRIETARY VERIZON DATA THAT THE PUBLIC
12:01:29 JUST DOESN'T HAVE?
12:01:31 >> THAT IS CORRECT.
12:01:31 WE NOT ONLY RELY ON THE DATA FROM OUR SYSTEM, BUT WE HAVE A
12:01:38 DEPARTMENT WHICH IS A SYSTEM PERFORMANCE ENGINEERS, THEY GO
12:01:41 TO THE FIELD AND COLLECT THE DATA AND THEN CONFIRM WHERE WE
12:01:46 NEED TO IMPROVE THE CELLULAR SYSTEM.
12:01:50 >>Mattaniah Jahn: ALL RIGHT.
12:01:51 SO I AM SHOWING A MAP THAT SAYS FUTURE ANTENNAS AT 170 FEET.
12:01:59 DO YOU RECOGNIZE IT?
12:02:01 >> YEAH, I RECOGNIZE THAT MAP.
12:02:06 >>Mattaniah Jahn: ALL RIGHT.

12:02:07 AM I, IF I CAN GET THIS MOUSE TO RESPOND, AM I CIRCLING THE
12:02:16 AREA THAT IS BELLA TERRA?
12:02:18 >> YES.
12:02:19 >>Mattaniah Jahn: ALL RIGHT.
12:02:19 CAN YOU EXPLAIN THE COVERAGE TO ME?

12:02:21 LIKE, GREEN -- WHAT IS GREEN?
12:02:27 >> GREEN MEANS RELIABLE SYSTEM.
12:02:32 WHAT IS A RELIABLE SYSTEM FOR US IN TELECOMMUNICATIONS THAT
12:02:35 IS AVAILABLE TO YOU EVERY TIME WHEN YOU NEED IT AND THEN IT
12:02:38 IS MEASURED IN TERMS LIKE THE PERCENTAGE THAT WHEN THE
12:02:42 SYSTEM IS AVAILABLE, AND WE CALL IT A FIVE NINES, 99.999
12:02:48 PERCENT OF THE TIME WHEN YOU TRY TO TALK TO SOMEBODY OR
12:02:51 DOWNLOAD INFORMATION, IT'S ALREADY THERE.
12:02:54 AND THEN THE RED AREA, DOESN'T MEAN THAT YOU DON'T HAVE
12:02:57 SERVICE.
12:02:58 YOU HAVE SERVICES, BUT IT'S NOT AS RELIABLE AS THE GREEN
12:03:03 AREA, WHICH IS OUR TARGET.
12:03:04 >>Mattaniah Jahn: IT MIGHT NOT BE FIVE NINES.
12:03:07 MAY BE FOUR NINES.
12:03:09 OKAY.
12:03:09 FROM THIS MAP, CAN YOU SAY THAT ALL OF BELLA TERRA WILL BE
12:03:12 RECEIVING SIGNAL FROM THIS TOWER?
12:03:15 >> YES, YES.
12:03:17 INCLUDE THE RED AREA, YES.
12:03:20 >>Mattaniah Jahn: ALL RIGHT.
12:03:21 SO AS FAR AS THAT GOES, I PROBABLY COULD HAVE JUST POINTED
12:03:26 TO THE MAP TO YOU, BUT JUST FOR THE BENEFIT OF HAVING AN RF
12:03:31 ENGINEER TELL YOU INSTEAD OF AN ATTORNEY WHOSE SOUL IS
12:03:34 LOCKED IN A BOX IN PENNSYLVANIA TO COVER HER STUDENT LOANS
12:03:37 FOR THE NEXT 30 YEARS -- FROM THE EXPERT HIMSELF.

12:03:41 ALL RIGHT.
12:03:42 DO YOU HAVE ANY OTHER QUESTIONS FOR MR. FELIZ AT THIS TIME?
12:03:47 >>George Zalucki: I HAVE ONE.
12:03:48 THANK YOU FOR THAT.
12:03:49 WHAT I'M GETTING FROM THIS, IT'S NOT ON AND OFF.
12:03:54 GREEN ON, RED OFF.
12:03:56 THERE IS SOME RELIABILITY IN RED.
12:03:58 IT'S JUST A SMALLER PERCENTAGE THAN THE 99 IN THE GREEN.
12:04:02 FAIR TO SAY?
12:04:04 >> THAT IS CORRECT.
12:04:05 THAT IS WHAT I WANTED TO CLARIFY HERE.
12:04:08 IT'S NOT LIKE I'M IN THE RED AREA, I WON'T HAVE ANY SERVICE.
12:04:11 YOU WILL HAVE SERVICE, BUT WHEN YOU -- FOR EXAMPLE, WHEN YOU
12:04:16 WANT TO READ NEWS, WATCH VIDEO FROM ANY NEWS COMPANY, MEDIA,
12:04:22 YOU ARE GOING TO BE ABLE TO DOWNLOAD IT WITHOUT ANY
12:04:26 PROBLEMS.

12:04:26 IN THE RED AREA, PROBABLY WILL HAVE SOME ISSUES, LIKE THE
12:04:29 SPINNING WHEEL THAT NOBODY LIKES.
12:04:31 >>Mattaniah Jahn: THE SAME WOULD BE WITH DATA CONNECTIONS,
12:04:34 LIKE A ZOOM CONNECTION OR TEAMS CONNECTION.
12:04:39 >> FOR CONFERENCE CALLS, YOU HAVE THAT KIND OF DELAY,
12:04:42 HICCUPS IN THE DATA.
12:04:44 >>George Zalucki: ONE MORE FOLLOW-UP ON THAT.
12:04:45 WE AS CELL PHONE USERS, WE LOOK AT THE BARS.
12:04:48 IF GREEN IS FOUR BARS, WHAT WOULD RED BE?

12:04:51 WOULD IT BE THREE OR TWO?
12:04:53 YOUR EXPERIENCE?
12:04:54 >> THE THING IS I DON'T HAVE THAT KIND OF -- I CAN ESTABLISH
12:05:03 -- WITH THE BARS, BECAUSE WE ARE NOT THE CELL PHONE
12:05:07 MANUFACTURER.
12:05:08 THEY HAVE CERTAIN STANDARDS TO INDICATE THAT THE SIGNAL IS A
12:05:14 GOOD SIGNAL AND THEN FROM VERIZON PERSPECTIVE, WE DON'T HAVE
12:05:19 THAT -- WE CANNOT CONFIRM EXACTLY WHAT THE SIGNAL LEVEL IS.
12:05:24 >>George Zalucki: IF I WERE TO SAY GREEN SHOULD BE FOUR
12:05:26 BARS, YOU COULDN'T SAY THAT'S FOR CERTAIN.
12:05:29 >> IF YOU WANT LIKE AN ANALOGY LIKE THAT.
12:05:32 GREEN WOULD BE LIKE FOUR BARS, RED, MAYBE HALF, LIKE TWO
12:05:36 BARS.
12:05:37 >>George Zalucki: THANK YOU.
12:05:39 >>Mattaniah Jahn: IS IT ALSO THAT RED COULD BE HIT AND MISS
12:05:42 WHERE SOMETIMES YOU HAVE FOUR, SOMETIMES THREE, SOMETIMES
12:05:44 YOU HAVE TWO.
12:05:45 >> IT CAN VARY.
12:05:46 EXACTLY.
12:05:47 WHAT I EXPLAINED BEFORE IN TERMS OF RELIABILITY.
12:05:52 >>Mayor McLain: I'VE GOT A QUESTION OR COMMENT.
12:05:54 OBVIOUSLY, THE REASON YOU'RE HERE AND WHY BELLA TERRA IS
12:05:58 HIRING YOU TO PUT THIS IN IS TO IMPROVE THE CELL SERVICE.
12:06:03 WHICH I THINK EVERYBODY IS HERE IN SUPPORT.
12:06:08 WE NEED THESE THINGS.

12:06:09 THEY ARE PART OF THE LIFE.
12:06:10 THEY ARE TIED TO OUR HIP.
12:06:11 MY CONCERN WAS WHEN WE STARTED TALKING ABOUT LIGHTING AND
12:06:14 THE PERMITTING PROCESS WITH LEE COUNTY BEING INVOLVED AND
12:06:19 THE FAA AND THE LIKE, THERE WAS A COMMENT MADE THAT, WELL,
12:06:24 IF LEE COUNTY OR WHOEVER THE AUTHORITIES ARE WERE TO SAY,
12:06:29 NO, YOU NEED TO LIGHT IT AT 178, WE WILL ADJUST THE TOWER
12:06:35 HEIGHT DOWN TO WHAT THE RIGHT LEVEL IS.
12:06:38 I DON'T KNOW WHAT THE COMMENT WAS, 140, 150.
12:06:41 I'M CONCERNED IF YOU'RE GOING TO ROLL IT BACK TO 140, 150
12:06:45 YOUR COVERAGE MAP CHANGES FAIRLY DRAMATICALLY FROM WHAT I
12:06:49 SAW.

12:06:51 I GUESS THE QUESTION IS, ARE WE APPROVING SOMETHING HERE
12:06:54 TODAY THAT'S REALLY STILL IN A STATE OF FLUX BECAUSE WE
12:06:58 DON'T KNOW IF THE 178 IS A PERMISSIBLE LEVEL UNLESS YOU PUT
12:07:03 LIGHTS ON IT.
12:07:04 I THINK THAT'S THE ISSUE.
12:07:06 OF COURSE, BELLA TERRA PEOPLE ARE SAYING WE DIDN'T KNOW
12:07:09 ANYTHING ABOUT LIGHTING --
12:07:12 >>Vice-Mayor Ribble: MR. MAYOR.
12:07:13 >>Mayor McLain: GO AHEAD.
12:07:14 >>Vice-Mayor Ribble: WOULD IT BE AGREEABLE TO COUNCIL TO
12:07:18 MARY, TO NANCY, AND TO MS. JAHN IF WE CHANGE SECTION 2
12:07:25 CONDITIONS, NUMBER 4 TO STATE, THE TOWER NEED NOT CONTAIN
12:07:30 ANY LIGHTS ON THE TOWER UNLESS LIGHTING IS REQUIRED BY ANY

12:07:36 AGENCY WITH JURISDICTION TO REQUIRE LIGHTING?
12:07:41 WOULD THAT BE AGREEABLE TO EVERYONE?
12:07:45 IT WAS INITIALLY BROUGHT FORTH BY OUR ATTORNEY.
12:07:50 THAT WOULD BE THE REQUIRED WORDING.
12:07:54 >>Nancy Stroud: IT'S VERY SIMILAR TO THE WORDING I PUT DOWN
12:07:58 EARLIER.
12:08:00 >>Mattaniah Jahn: YES, WE ARE AGREEABLE TO THAT WORDING.
12:08:03 >>Vice-Mayor Ribble: IS IT AGREEABLE TO COUNCIL?
12:08:06 >>Mayor McLain: I'M OKAY WITH THAT.
12:08:07 BUT WHAT I'M CONCERNED ABOUT, WE HAVE REPRESENTATIVES HERE
12:08:10 FROM BELLA TERRA.
12:08:15 WHAT WE MAY BE APPROVING HERE IS SOMETHING THAT COULD BE
12:08:18 VERY OBJECTIONABLE IF LIGHTING IS THERE IN THE COMMUNITY.
12:08:22 >>Vice-Mayor Ribble: THEY WOULD HAVE TO WEIGH THAT AGAINST
12:08:24 THE BETTER CELL PHONE SERVICE OR THE LIGHTING OR LESSER CELL
12:08:30 PHONE SERVICE AND NO LIGHTING.
12:08:33 THAT IS A JUDGMENT THAT THEY'LL HAVE TO MAKE.
12:08:35 >>Mayor McLain: OUR PRIMARY PURPOSE IS TO IMPROVE CELL
12:08:37 SERVICE.
12:08:38 WE WANT TO DO THAT IN A HEALTHY WAY AND IN A WAY WHERE IT IS
12:08:41 NOT OBJECTIONABLE AS AN EYESORE.
12:08:45 LIGHTING I COULD SEE COULD BE THAT.
12:08:47 IF WE CHANGE THE WORDING, WE HAVE TO MAYBE GO THROUGH THAT
12:08:51 ONE MORE TIME.
12:08:52 I WANT TO MAKE SURE THAT THE APPLICANT IN BELLA TERRA WOULD

12:08:56 BE -- WOULD AGREE WITH THAT KIND OF WORDING CHANGE IF YOU
12:09:01 HAVE TO CHANGE, RATHER THAN CHANGING THE HEIGHT, YOU PUT
12:09:04 LIGHTS ON IT.
12:09:07 ARE YOU AGREEABLE THAT IF YOU HAVE TO HAVE LIGHTS, YOU DROP
12:09:09 IT DOWN AND CELL SERVICE GOES TO POT?
12:09:15 >> JAMES CHASSE, 13660 TROIA DRIVE.
12:09:20 WITH THAT, BECAUSE EVERYTHING WE VERBALLY HAVE BEEN TOLD AND
12:09:27 I GUESS THEY ARE WAITING FOR THE SPECIFICS OF THE APPROVED

12:09:30 HEIGHT, THAT THERE IS NO EXPECTATION OF THERE BEING A LIGHT
12:09:34 AND IT BEING A DARK TOWER THAT AS JUST ONE MEMBER OF THE
12:09:38 BOARD, I CAN'T SPEAK ON BEHALF OF THE COMMUNITY INDICATING
12:09:41 THAT WE'LL BE OKAY WITH THE LIGHT JUST BECAUSE ALL
12:09:44 DISCUSSION HAS BEEN IN REGARDS TO IT BEING A DARK TOWER.
12:09:48 SO WE'D HAVE TO COME BACK WITH AN ANSWER ON THAT.
12:09:52 >>Nancy Stroud: LET ME SUGGEST, THOUGH, THAT THE CHANGE IN
12:09:55 THE LANGUAGE DOESN'T REQUIRE YOU TO HAVE LIGHTING.
12:09:59 IT ALLOWS YOU THE DISCRETION.
12:10:03 >> THEN, YEAH, WE'RE FINE WITH THAT.
12:10:05 >>Nancy Stroud: IT GIVES YOU THE OPTION AND YOU GET TO
12:10:08 DECIDE.
12:10:08 >>Mayor McLain: I WOULD LIKE TO REHASH WHAT IS THAT LANGUAGE
12:10:10 SO THAT EVERYBODY HERE IS CLEAR WHAT WE'RE VOTING ON.
12:10:21 >>Rafael Lopez: MY QUESTION, WHEN I SAW THE PEOPLE THAT WERE
12:10:24 NOT FOR THIS TOWER, THEY WANTED THE TOWER, BUT THEY WERE
12:10:27 CONCERNED ABOUT THE LOCATION OF THE TOWER, NOT SO MUCH THE

12:10:31 HEIGHT AND THE LIGHT, BUT THE LOCATION OF THE TOWER.
12:10:33 IS THERE ANY WAY THAT YOU CAN RELOOK AT WHERE THAT LOCATION
12:10:37 IS EVEN IF IT AFFECTS -- WE'RE WORRIED ABOUT THE OTHER
12:10:42 COMMUNITIES BEING AFFECTED AS OPPOSED TO THE RESIDENTS OF
12:10:46 BELLA TERRA THERE BEING AFFECTED.
12:10:48 COULD THERE BE A RELOOK AT WHERE THAT TOWER IS --
12:10:53 >>Carol Sacco: COUNCILMEMBER LOPEZ, YOU HAVE TO SPEAK INTO
12:10:56 YOUR MIKE.
12:10:56 >>Rafael Lopez: COULD THERE BE A RELOOK AT TO WHERE THAT
12:10:59 TOWER WOULD BE LOCATED AS OPPOSED TO BEING AT THE FRONT
12:11:02 ENTRANCE OF THE COMMUNITY?
12:11:04 >>Mattaniah Jahn: MATTANIAH JAHN AGAIN.
12:11:06 FOR WHAT IT'S WORTH, BROADUS, UNFORTUNATELY, THEY ARE KIND
12:11:11 OF STUCK AS MONKEY IN THE MIDDLE HERE.
12:11:14 I THINK AS FAR AS BROADUS IS CONCERNED, THEY WOULD BE
12:11:18 WILLING TO SHIFT FURTHER WEST, BUT THE PROBLEM BECOMES, IT
12:11:21 BECOMES PROBLEMATIC IN THAT IT PUTS AN IMPOSITION ON A
12:11:26 COMMUNITY OUTSIDE.
12:11:29 AND THAT WAS ONE OF THE THINGS THAT KIND OF STRUCK ME ABOUT
12:11:32 SOME OF THE OBJECTIONS FROM WITHIN BELLA TERRA.
12:11:34 WHEN YOU LOOK, IT'S RARE THAT I'VE SEEN COMMUNITIES MESSAGE
12:11:38 SO MUCH, TWO-DAY COMMUNITY MEETING, UPDATES AT THE BOARDS.
12:11:44 BELLA TERRA IS RECEIVING GROUND RENT, THE HOA, BUT THEY --
12:11:51 BUT A COUPLE OF MEMBERS OUT OF 1890, YOU HAVE AT MOST 10 WHO
12:11:57 SEEM TOO HAVE MISSED ALL -- WHO SEEM TO HAVE MISSED ALL

12:12:02 FORMS OF THE COMMUNICATION.
12:12:03 I WOULD SUGGEST IN PUBLIC LIFE IT'S IMPOSSIBLE TO GET 100%
12:12:07 ENGAGEMENT.
12:12:07 STUCK IN THE CORNER OVER WHERE IT IS VISIBLE FROM THE

12:12:12 PRESERVE AT CORKSCREW.
12:12:13 I APOLOGIZE IF I'M OVERSTEPPING, BUT IT ALMOST STRIKES ME AS
12:12:19 WILLING TO HAVE ONE'S CAKE AND EAT IT TOO.
12:12:21 I THINK FUNCTIONALLY, RIGHT, THE PROBLEM I WOULD RUN INTO AS
12:12:30 AN APPLICANT WILLING TO GO THE PATH WE'RE GIVEN.
12:12:34 WOULD RUN INTO COMPATIBILITY ISSUES WITH THE PRESERVE.
12:12:45 >>Mayor McLain: IN ADDITION TO THAT, MARY.
12:12:47 IT ALSO CREATES AN ISSUE THAT APPROVAL WOULDN'T BE GRANTED
12:12:55 FOR THAT LOCATION.
12:12:58 >>Mary Gibbs: THERE WAS AN ISSUE WITH THAT.
12:13:00 IT WAS BROUGHT UP AT PLANNING ZONING AND DESIGN BOARD
12:13:02 BECAUSE THEY SUGGESTED LOOKING POSSIBLY FURTHER WEST, WHAT
12:13:05 CAME BACK TO PLANNING ZONING DESIGN BOARD WITH THAT LOCATION
12:13:08 AND THEN ADDITIONALLY, THEY NEED TO HAVE AN ACCESS ROAD AND
12:13:14 THEY WERE LOOKING AT HAVING THE ACCESS ROAD COME IN OFF OF
12:13:18 CORKSCREW WHICH WE WERE NOT IN FAVOR OF.
12:13:21 I DON'T THINK THE COUNTY WOULD BE IN FAVOR OF AND OUR PUBLIC
12:13:24 WORKS DIRECTOR WAS NOT IN FAVOR OF.
12:13:26 THESE WERE MUCH MORE PROBLEMATIC IN OUR OPINION.
12:13:29 SO I THINK -- I THINK THE LOCATION HAS BEEN LOOKED AT
12:13:37 THROUGHOUT THIS WHOLE PROCESS AND LIKE SOMEBODY SAID,

12:13:40 THERE'S NO PERFECT LOCATION, BUT I THINK WE'VE LOOKED AT THE
12:13:43 LOCATION DEFINED WHAT WORKS THE BEST WHEN YOU'RE BALANCING
12:13:47 EVERYTHING.
12:13:54 >>Lori Fayhee: MS. GIBBS, DID THE PLANNING BOARD MAKE
12:13:59 RECOMMENDATIONS SO THERE WOULD BE BUFFERS THERE SO YOU'RE
12:14:02 NOT LOOKING RIGHT AT IT COMING IN?
12:14:07 >>Mary Gibbs: WELL, THERE IS JUST A BUFFER AROUND THE
12:14:09 EQUIPMENT AREA, WHICH IS A SMALL BUFFER.
12:14:12 YOU CAN'T REALLY BUFFER 178-FOOT TOWER.
12:14:17 >>Lori Fayhee: FROM A CAR, YOU HAVE A CERTAIN LINE OF
12:14:20 VISION.
12:14:20 >>Mary Gibbs: IF YOU ARE LOOKING UP THAT TALL AND YOU'RE IN
12:14:22 A CAR, THAT COULD BE PROBLEMATIC FOR OTHER DRIVERS.
12:14:30 >>Lori Fayhee: BUT YOU DO HAVE PLANS FOR SOME KIND OF TREES
12:14:32 OR BUSHES.
12:14:34 >>Mary Gibbs: NO, JUST AROUND THE EQUIPMENT AREA, UNLESS
12:14:37 THEY MADE IT LOOK LIKE A TREE, WHICH THEY EXPLAINED IS MORE
12:14:41 PROBLEMATIC.
12:14:43 >>Mattaniah Jahn: IF I MAY, FOR WHAT IT'S WORTH, I'M GOING
12:14:45 TO SWITCH US BACK TO SHEET ZD 4.
12:14:51 LANDSCAPE BUFFERS ARE MEANT TO -- THE LANDSCAPE BUFFER AT
12:14:57 THE BASE IS REALLY MEANT TO HIDE THE CABINETS DOWN THERE.
12:15:00 THIS IS ACTUALLY -- THIS IS A LANDSCAPE BUFFER THAT YOU
12:15:05 INHERITED FROM LEE COUNTY'S TOWER CODE AND ONE OF THE MOST
12:15:08 INTENSE LANDSCAPE BUFFERS IN THE AREA.

12:15:10 IT IS A DOUBLE HEDGE ROAD WITH THE SABAL PALMS BASICALLY
12:15:13 PLANTED, SPREAD TO SPREAD, ESSENTIALLY.
12:15:16 SO THE BASE IS VERY INTENSELY BUFFERED FROM AS FAR AS
12:15:22 COMPARED TO OTHER SITES.
12:15:24 THE OTHER THING I WOULD LIKE TO KEEP OUR ATTENTION ON IS THE
12:15:30 PERIMETER BUFFER AND BERM.
12:15:33 YOU HAVE A MATURE BUFFER, IF I CAN GET THIS MOUSE TO SHOW,
12:15:36 THAT'S ALREADY EXISTING ALONG THE BELLA TERRA BORDER.
12:15:41 AS A MATTER OF FACT, THAT'S YET ANOTHER REASON WHY IT WAS
12:15:43 KIND OF FROWNED UPON TO SEND A DRIVEWAY UP TO THE NORTH
12:15:48 BECAUSE THEN WE HAVE TO PUNCH THROUGH THE BUFFER.
12:15:50 BUT, YOU KNOW, IT'S NOT IN AN OPEN FIELD.
12:15:57 THERE ARE ALREADY MATURE TREES ALONG THERE HELPING TO BUFFER
12:15:59 IT.
12:16:00 LIKE MS. GIBBS SAID, IF YOU'RE LOOKING AT THE TOWER AT THAT
12:16:03 POINT, I CAN'T MAKE IT BE INVISIBLE.
12:16:07 I DON'T HAVE THE ROMULAN CLOAKING DEVICE -- I APOLOGIZE, I'M
12:16:10 A HOPELESS TREKKIE -- BUT IF YOU ARE LOOKING THAT HIGH UP,
12:16:14 YOU AREN'T LOOKING AT THE ROAD.
12:16:20 >>Vice-Mayor Ribble: PLUS, IF THEY WERE TO MOVE IT FURTHER
12:16:23 WEST AND HAVE TO BRING THAT ACCESS ROAD ALL THE WAY ACROSS,
12:16:26 DOESN'T IT NOT THEN INTERFERE WITH ANYTHING THAT THEY WOULD
12:16:29 LIKE TO DO WITH THAT PROPERTY IN THE FUTURE?
12:16:33 >>Mattaniah Jahn: IT DOES.
12:16:34 MATTANIAH JAHN.

12:16:38 >>Mayor McLain: ANY OTHER QUESTIONS FROM COUNCIL?
12:16:41 >>George Zalucki: I HAVE ONE MORE COMMENT ON THE LIGHTING.
12:16:43 I THINK WE JUST NEED TO BE CAREFUL.
12:16:45 JAMES DID A GREAT JOB IN EXPLAINING THE POSITION OF THE HOA.
12:16:50 IT SEEMS LIKE HE'S GIVEN FAIR NOTICE TO THE COMMUNITY.
12:16:53 THEY TALKED A LOT ABOUT THE ISSUES.
12:16:56 THE ONE THING THEY DIDN'T ANTICIPATE IS HAVING A LIGHTED
12:16:58 TOWER.
12:16:59 I'M A LITTLE CONCERNED ABOUT HAVING LANGUAGE THAT DEFAULTS
12:17:02 US TO APPROVING IT IF THE -- WHOEVER REQUIRES IT.
12:17:09 MOSQUITO GROUP, LEE COUNTY, WHOEVER THAT MAY BE.
12:17:12 IS THERE A WAY WE CAN CRAFT THIS LANGUAGE TO SAY -- I HATE
12:17:16 TO DELAY THINGS, BUT I THINK IT'S ONLY FAIR FOR JAMES AND
12:17:19 THE HOA TO BRING IT BACK TO HIS CONSTITUENTS AND SAY, LOOK,
12:17:23 THINGS HAVE CHANGED.
12:17:24 WE NEED TO CONSIDER THIS.
12:17:25 DOES IT CHANGE WHAT WE WANT TO DO.
12:17:27 IS THAT SOMETHING WE SHOULD CONSIDER?
12:17:33 >>Mayor McLain: WE COULD DO A CONTINUANCE SO YOU CAN DO THE
12:17:36 RESEARCH TO SAY WHAT IS THE HEIGHT FOR LIGHTING AND THE
12:17:39 LIKE.
12:17:41 >>Mary Gibbs: I DO HAVE A SUGGESTION.

12:17:43 I THINK SOMEBODY OFFERED IT EARLIER THAT YOU COULD PUT IN,
12:17:49 IF YOU WANT TO APPROVE 178 FEET AS A MAXIMUM, BUT IT MAY
12:17:54 HAVE TO BE LOWERED IN ORDER THAT IT'S NOT GOING TO BE LIT.

12:17:59 IF YOU DON'T WANT IT TO BE LIT BECAUSE IT IS A NUISANCE TO
12:18:01 THE NEIGHBORS, IF THEY WANT IT APPROVED TODAY, YOU COULD PUT
12:18:04 THAT CONDITION IN THAT SAYS THE MAXIMUM IS 178 BUT IT WILL
12:18:08 NOT BE LIT, SO IT MAY HAVE TO BE REDUCED IN HEIGHT TO MAKE
12:18:11 SURE IT'S NOT LIT.
12:18:12 SOMETHING TO THAT EFFECT.
12:18:14 >>Mayor McLain: MY CONCERN WITH THAT IS THE PEOPLE THAT ARE
12:18:16 WAY ON THE SOUTH END OF BELLA TERRA, THEY MAY NOT LIKE THE
12:18:21 LIGHTS.
12:18:22 BUT THE REASON EVERYBODY IS HERE TODAY IS THAT WE WANT TO
12:18:24 IMPROVE COVERAGE, SEEMS TO ME LIKE WE SHOULD GIVE THEM THAT
12:18:28 OPTION AS OPPOSED TO US.
12:18:32 >>Robert Eschenfelder: MAYOR, THAT IS A VERY GOOD POINT.
12:18:34 YOU NEED TO KEEP IN MIND PUBLIC POLICY AND OUR CODE
12:18:37 ENCOURAGES CO-LOCATION.
12:18:39 SO YOU'RE TALKING ABOUT PUTTING THE PRIMARY TENANT, VERIZON,
12:18:45 A LOWER HEIGHT, POTENTIALLY, WHICH THEN MEANS ANY OTHER
12:18:48 CO-LOCATER BECAUSE THERE'S GOING TO BE A SPACE SEPARATION
12:18:51 AND THEN THE NEXT ARRAY AND THEN SPACE SEPARATION.
12:18:54 AT SOME POINT, THE OTHER COLOCATORS ARE GOING TO BE LIKE
12:18:57 THAT'S TOO LOW FOR ME.
12:18:59 NO BANG FOR MY BUCK, SO I'M NOT GOING TO CO-LOCATE ON THIS
12:19:02 TOWER.
12:19:03 I THINK THE LANGUAGE THAT THE VICE-MAYOR READ INTO THE
12:19:06 RECORD GIVES THE HOA THE OPTION.

12:19:10 WE WANT APPROVAL OF THE HIGHER TOWER.
12:19:13 WE UNDERSTAND THAT WE HAVE NOT HEARD FROM THE AVIATION
12:19:18 AUTHORITY, WHETHER THAT'S FINE.
12:19:19 THE VICE-MAYOR'S INDEPENDENT RESEARCH SEEMS TO SUGGEST IT
12:19:23 WILL BE FINE.
12:19:24 BUT IT GIVES THE OPTION TO SAY THAT IF, IN FACT, IT IS GOING
12:19:29 TO BE LIT, THEY THEN CAN GO BACK TO THE NEIGHBORS, THE
12:19:35 MEMBERS OF THE HOA TO SAY, OKAY, WE NOW HAVE A CHOICE.
12:19:39 WE HEARD FROM THE AIRPORT AUTHORITY IT HAS TO BE LIT AT THIS
12:19:45 HEIGHT.
12:19:46 WE HEARD FROM THE FOLKS AT THE EXTREME ENDS OF THE
12:19:48 COMMUNITY, WE NEED COVERAGE.
12:19:49 SO MAYBE WE DO A NEW VOTE AND SAY, WHAT DO THE MAJORITY OF
12:19:54 YOU THINK KNOWING THAT 100% OF THE PEOPLE AREN'T GOING TO BE
12:19:57 PLEASED ALL OF THE TIME.
12:19:58 I'M CONCERNED FROM A PROPERTY RIGHTS PERSPECTIVE THAT IF YOU
12:20:04 GO AND SAY YOU'RE NOT ALLOWED TO HAVE A LIGHT WHEN WE
12:20:07 HAVEN'T HEARD THAT THAT'S REALLY THE DRIVER HERE.

12:20:11 IT APPEARS TO BE THE DRIVER IS WHERE YOU ARE PUTTING IT.
12:20:15 I THINK YOU'VE HEARD -- THEY HAVE EXAMINED OTHER OPTIONS AND
12:20:20 IT WAS PUT WHERE IT'S PUT FOR THE REASONS THAT YOU HEARD.
12:20:24 I THINK THE BEST WAY, I WOULDN'T RECOMMEND A CONTINUANCE SO
12:20:30 THEY COULD GO BACK AND TALK ABOUT LIGHTING.
12:20:32 I THINK YOU ADOPTED IT WITH THE REVISED LANGUAGE.
12:20:37 IF IT COMES TO PASS THAT THEY NEED IT TO BE LIT AND IT MAY

12:20:40 NOT COME TO PASS, BUT IF IT COMES TO PASS THAT A REGULATORY
12:20:44 AGENCY SAYS YOU'VE GOT TO PUT A LIGHT, LET THEM HAVE THAT
12:20:47 DEBATE AND SEE WHERE THEY GO.
12:20:48 MAYBE THE COMMUNITY CAN ACCEPT IT.
12:20:51 IF THEY DON'T, THEN THEY HAVE TO LOWER IT.
12:20:55 >>Mattaniah Jahn: MATTANIAH JAHN.
12:20:58 FOR WHAT IT'S WORTH, BECAUSE OBVIOUSLY WE DON'T WANT TO TAKE
12:21:03 -- I THINK WE MIGHT BE DISCUSSING SOMETHING THAT IS NOT -- I
12:21:06 THINK WE ARE DISCUSSING SOMETHING THAT IS NOT GOING TO
12:21:09 ACTUALLY MATERIALIZE AS A PROBLEM.
12:21:11 LET'S DO IT THIS WAY.
12:21:13 WE KNOW THAT EITHER HEIGHT THERE'S GOING TO BE AN
12:21:17 IMPROVEMENT IN SIGNAL AT THE SOUTHERN END OF BELLA TERRA
12:21:21 REGARDLESS.
12:21:22 LET'S WORD THE CONDITION THAT IF THE PORT AUTHORITY OR
12:21:33 PUBLIC SAFETY REQUIRE LIGHTING, WE CAN -- WE MUST PROVIDE
12:21:38 SURVEY RESULTS SHOWING APPROVAL FROM THE BELLA TERRA
12:21:42 COMMUNITY IN ORDER TO APPLY FOR A TOWER THAT HAS LIGHTING OR
12:21:47 OTHERWISE WE HAVE TO SHORTEN IT.
12:21:49 MAKE US PROVIDE A SURVEY.
12:21:54 WE'LL GO ENGAGE WITH THE COMMUNITY AGAIN.
12:22:01 >>Mayor McLain: I DON'T WANT TO IMPOSE ANYTHING ON PEOPLE.
12:22:03 I NEED TO HEAR THE LANGUAGE AGAIN.
12:22:06 >>Vice-Mayor Ribble: THE ORIGINAL LANGUAGE.
12:22:08 OKAY.

12:22:08 THE TOWER NEED NOT CONTAIN ANY LIGHTS ON THE TOWER INCLUDING
12:22:14 THE TOP UNLESS LIGHTING IS REQUIRED BY ANY AGENCY WITH
12:22:19 JURISDICTION TO REQUIRE LIGHTING.
12:22:25 >>George Zalucki: I HAVE A COMMENT ON THAT.
12:22:27 THAT SOUNDS LIKE THE TOWER IS GOING TO BE BUILT WITH A LIGHT
12:22:30 IF A JURISDICTION -- SAFETY JURISDICTION MANDATES IT WITHOUT
12:22:33 INPUT FROM THE COMMUNITY.
12:22:35 WHAT ROB WAS TALKING ABOUT --
12:22:38 >>Robert Eschenfelder: IT DOESN'T SAY IT'S GOING TO BE
12:22:40 BUILT.
12:22:41 IT AUTHORIZES THEM TO BUILD A TOWER THAT IS UNLIT AT THAT
12:22:47 HEIGHT UNLESS A REGULATORY AGENCY SAYS IT NEEDS A LIGHT.
12:22:52 THAT THEN GIVES THEM THE OPTION TO PROCEED TO BUILD IT WITH
12:22:57 A LIGHT OR TO RESPOND TO THE DESIRES OF THEIR RESIDENTS AND

12:23:01 SAY, OKAY, WE'RE GOING TO LOWER IT TO A POINT WHERE --
12:23:06 >>George Zalucki: THERE IS THE EXTRA STEP THAT THEY WOULD
12:23:08 HAVE THE DEBATE AND DISCUSSION.
12:23:10 >>Robert Eschenfelder: BUT DON'T HAVE TO COME BACK HERE.
12:23:15 >>George Zalucki: WE KNOW THE LIKELIHOOD OF THAT HAPPENING
12:23:16 IS VERY LOW.
12:23:18 I THINK MOSQUITO CONTROL FLIES AT 300 FEET, THEREABOUTS, BUT
12:23:22 JUST IN CASE, I THINK THIS IS A HEALTHY CONVERSATION TO
12:23:25 HAVE.
12:23:25 THANK YOU.
12:23:33 >>Mayor McLain: I THINK I'M OKAY WITH THAT, ALSO.

12:23:35 WE CAN MOVE THAT FORWARD.
12:23:36 HAVE WE HAD ALL THE REBUTTAL THAT WE WANT?
12:23:39 I SEE YOU STANDING UP THERE.
12:23:43 ROB, IS IT OKAY FOR A PRIOR SPEAKER TO SPEAK FROM THE
12:23:49 PUBLIC?
12:23:50 >>Robert Eschenfelder: IT IS A QUASI-JUDICIAL PROCESS.
12:23:53 IF YOU LET SOMEONE COME BACK IN AND PROVIDE TESTIMONY, THEN
12:23:57 THE APPLICANT HAS THE OPPORTUNITY TO CROSS-EXAMINE THAT
12:24:00 PERSON.
12:24:03 >>Mayor McLain: SHE IS SIGNED IN ALREADY.
12:24:06 WE COULD HAVE HER COME UP AND MAKE COMMENTS AND THEN YOU
12:24:09 WOULD BE AVAILABLE TO MAKE ANY COMMENTS AFTER HER COMMENTS.
12:24:12 THEN I THINK WE'LL BE READY TO MOVE FORWARD.
12:24:15 NANCY, ARE WE OKAY WITH THAT?
12:24:17 >>Nancy Stroud: GENERALLY ONCE THE PUBLIC COMMENT PERIOD IS
12:24:19 CLOSED, UNLESS THE COUNCIL HAS QUESTIONS OF THE PUBLIC, WE
12:24:23 DON'T LET IT CONTINUE ON AND ON.
12:24:24 OTHERWISE, YOU'RE GOING TO BE NEVER FINISHED WITH THE PUBLIC
12:24:30 HEARING.
12:24:30 IT IS UP TO THE COUNCIL.
12:24:33 IT'S JUST NOT THE BEST --
12:24:35 >>Mayor McLain: IT LOOKS LIKE WE HAVE ONE PERSON.
12:24:38 >> SHE SAID SHE HAS ONE QUESTION.
12:24:40 >>Mayor McLain: GO AHEAD AND ASK YOUR QUESTION.
12:24:43 30 SECONDS.

12:24:45 >> 20051 BARLETTA LANE.
12:24:48 SO THE ZONING BOARD COULD NOT APPROVE A ZONE TO HAVE IT MOVE
12:24:54 TO THE WEST BECAUSE OF WETLANDS?
12:24:56 DID SOMEBODY ACTUALLY GO OUT AND CHECK TO SEE THAT IT
12:25:00 WOULDN'T BE ALLOWED?
12:25:02 >>Mary Gibbs: NO.
12:25:03 THAT WASN'T EXACTLY.
12:25:04 THEY ASKED ABOUT MOVING IT TO THE WEST AND THE APPLICANT
12:25:07 CAME BACK AND SAID THERE WERE ISSUES WITH -- ENVIRONMENTAL
12:25:11 ISSUES AND THAT BELLA TERRA DIDN'T WANT IT TO MOVE WEST

12:25:15 BECAUSE IT WAS GOING TO IMPACT THEIR PLANS FOR AMENITIES AND
12:25:18 OTHER THINGS.
12:25:19 IT WAS KIND OF A COMBINATION OF ISSUES.
12:25:21 IT WASN'T LIKE AN ENVIRONMENTAL SURVEY.
12:25:25 >> IF THE COMMUNITY WAS SURVEYED AGAIN ON LIGHT AND IT SAID
12:25:30 THE TOWER WOULD BE ERECTED AT THE ENTRANCE OR CAN WE SAY CAN
12:25:35 IT GO WEST TO THE ENTRANCE WITH MAYBE -- THAT COULD BE A
12:25:41 POSSIBILITY.
12:25:41 THE ZONING BOARD WOULDN'T VOTE THAT DOWN COMPLETELY.
12:25:45 >>Mary Gibbs: IF THIS IS APPROVED TODAY, THIS IS THE
12:25:49 LOCATION.
12:25:51 >> THANK YOU.
12:25:54 >>Mattaniah Jahn: MATTANIAH JAHN AGAIN.
12:25:57 YOU HAVE HEARD FROM THE PEOPLE ON THE GROUND WHO ACTUALLY
12:26:05 MANAGED THIS PROPERTY WHY THEY DON'T WANT IT OR THINK IT IS

12:26:09 A GOOD IDEA TO THE WEST.
12:26:12 I'D ALSO BRING YOUR ATTENTION BACK TO WHEN YOU'RE MAKING A
12:26:15 COMPATIBILITY DECISION, YOU'RE MAKING IT AT THE MICROLEVEL,
12:26:19 RIGHT?
12:26:19 BUT YOU'RE ALSO MAKING AT THE MACRO LEVEL.
12:26:23 IT'S A BALANCE BETWEEN INDIVIDUAL HOMEOWNERS IN BELLA TERRA
12:26:27 WHO ARE MULTIPLE TIMES YOUR RETIRED SEPARATION AWAY.
12:26:33 MS. DISKEN ADDRESS IS EVEN FURTHER THAN THE 2.8 TIMES.
12:26:36 I COULD RUN THE MATH IF YOU WANT, BUT YOU'RE LOOKING AT AT
12:26:39 LEAST DOUBLE THAT VERSUS COMPATIBILITY WITH THE OUTSIDE
12:26:43 NEIGHBORHOODS.
12:26:44 I WOULD RESPECTFULLY REQUEST THAT YOU DO NOT REQUIRE -- THAT
12:26:53 YOU DO NOT ENTERTAIN THAT PROPOSAL AT THIS TIME.
12:26:55 >>Mayor McLain: THAT'S NOT ON -- COUNCIL CAN TALK TO THAT.
12:27:00 WE APPRECIATE YOUR COMMENTS.
12:27:01 HAVE YOU GOT ANY OTHER COMMENTS AT ALL?
12:27:04 >>Mattaniah Jahn: I DO NOT.
12:27:05 BUT I'M AVAILABLE FOR ANY QUESTIONS YOU MIGHT HAVE.
12:27:08 >>Mayor McLain: THANK YOU.
12:27:08 I THINK WE CAN CLOSE THE PUBLIC HEARING AT THIS POINT.
12:27:12 IF I CLOSE IT, THAT'S GOOD.
12:27:15 NOW I NEED A MOTION.
12:27:18 I THINK WE NEED TO BE REAL CLEAR ON WHAT THAT MOTION IS
12:27:22 GOING TO BE.
12:27:22 NANCY, YOU MAY HAVE BEEN TAKING NOTES.

12:27:24 WE HAVE AN UNDERSTANDING.
12:27:27 WE WANT TO MAKE SURE WE GET THE LANGUAGE.
12:27:28 >>Robert Eschenfelder: I THINK THE VICE-MAYOR WANTS TO MAKE
12:27:30 A MOTION TO APPROVE THE ORDINANCE AND THEN READ IN THE --
12:27:34 >>Mayor McLain: MAKE THAT MOTION AND THEN READ IN THE
12:27:37 CHANGES.

12:27:37 >>Vice-Mayor Ribble: I MOVE THAT WE APPROVE THE ORDINANCE AS
12:27:41 SUGGESTED BY STAFF WITH THE AMENDMENT, SECTION 2, CONDITION
12:27:46 4, THE TOWER NEED NOT CONTAIN ANY LIGHTS ON THE TOWER
12:27:50 INCLUDING THE TOP UNLESS LIGHTING IS REQUIRED BY ANY AGENCY
12:27:55 WITH JURISDICTION TO REQUIRE LIGHTING.
12:28:02 >>Mayor McLain: DO I HAVE A SECOND?
12:28:03 COUNCILMAN WARD HAS MADE THE SECOND.
12:28:07 MADAM CLERK, PLEASE CALL THE ROLL.
12:28:12 >>Larry Fiesel: AYE.
12:28:14 >>Lori Fayhee: AYE.
12:28:15 >>Rafael Lopez: AYE.
12:28:17 >>Jim Ward: AYE.
12:28:17 >>George Zalucki: AYE.
12:28:19 >>Vice-Mayor Ribble: AYE.
12:28:21 >>Mayor McLain: AYE.
12:28:24 >>Mattaniah Jahn: THANK YOU FOR YOUR TIME TODAY.
12:28:25 >>Mayor McLain: THANK YOU.
12:28:26 OKAY.
12:28:29 WE ARE NOW AT COUNCIL COMMUNICATIONS.

12:28:32 START WITH YOU, GEORGE.
12:28:33 ANY COMMENTS?
12:28:35 >>George Zalucki: THANK YOU, MAYOR.
12:28:37 JUST A COUPLE OF QUICK NOTES.
12:28:40 I WAS FORTUNATE TO BE ABLE TO ATTEND THE LEE COUNTY
12:28:43 SHERIFF'S OFFICE OUTREACH CENTER AT MIROMAR OUTLETS FOR A
12:28:46 COUPLE OF DIFFERENT EVENTS OVER THE LAST WEEK.
12:28:48 ON APRIL 25, THEY HAD A BRAIN HEALTH AND AGING MEET AND
12:28:53 GREET AND LUNCH AND LEARN.
12:28:54 IT WAS REALLY GREAT TO LEARN ABOUT MENTAL HEALTH AND HOW IT
12:28:58 AFFECTS US AS WE AGE IN OUR COMMUNITY AND ALSO JUST
12:29:02 YESTERDAY, RAFAEL WAS THERE AS WELL, THE ESTERO FIRE RESCUE
12:29:06 PUT ON A PRESENTATION ON SLIP AND FALLS, THE SAFETY OF SLIP
12:29:10 AND FALLS AND IMPACT AN AGED COMMUNITY.
12:29:13 THAT WAS HELD AT THE OUTREACH CENTER.
12:29:16 27th, ATTENDED HONOR FLIGHT.
12:29:18 RAFAEL TALK MORE ABOUT THAT.
12:29:19 ANOTHER GREAT EVENT.
12:29:21 THAT'S ALL I HAVE.
12:29:21 THANK YOU.
12:29:21 >>Jim Ward: ALERT THE COMMUNITY TO UPCOMING EVENTS WITHIN
12:29:27 THE ESTERO COMMUNITY.
12:29:29 THIS SATURDAY, WE'LL HAVE A GOLF TOURNAMENT, THE GREATER
12:29:34 ESTERO CHAMBER OF COMMERCE IS HOSTING A GOLF TOURNAMENT AT
12:29:38 SPRING RUN GOLF CLUB THAT'S THIS SATURDAY, MAY 4.

12:29:43 MAY 8 AT THE MIGHTY MUSCLES THERE'S GOING TO BE ESTERO NIGHT
12:29:48 FOR A BASEBALL GAME.

12:29:50 GOING TO BE DISCOUNTED TICKETS AVAILABLE FOR THAT.
12:29:54 LASTLY, ON JUNE 7, GREATER ESTERO CHAMBER OF COMMERCE IS
12:29:58 DOING THEIR ANNUAL DINNER.
12:30:01 CELEBRATE THE LEADERSHIP ESTERO GRADUATION AS WELL AS THE
12:30:05 ANNUAL BUSINESS AWARDS THAT ARE GIVEN TO THE ESTERO
12:30:09 COMMUNITY.
12:30:09 JUST WANTED TO ALERT YOU TO THOSE EVENTS.
12:30:13 THANK YOU.
12:30:16 >>Rafael Lopez: I WANT TO FOLLOW UP WITH WHAT GEORGE ZALUCKI
12:30:19 SAID EARLIER.
12:30:20 THE SHERIFF'S OFFICE AT OUR COMMUNITY CENTER AT MIROMAR AT
12:30:25 THE COMMUNITY OUTREACH CENTER IN MIROMAR, THEY HOLD EVENTS
12:30:31 BASICALLY ALMOST TWICE A WEEK OF DIFFERENT COMMUNITY
12:30:35 INFORMATION AND I ENCOURAGE EVERYONE IN THE VILLAGE TO GET
12:30:40 ON THE WAIT LIST OR GET ON THE MAILING LIST AND GO TO THOSE
12:30:45 EVENTS.
12:30:45 THEY ARE VERY INFORMATIVE.
12:30:48 THEY DON'T ALWAYS HAVE TO DEAL WITH THE SHERIFF'S OFFICE OR
12:30:51 THEY DEAL WITH OTHER INFORMATION ABOUT THE COMMUNITY.
12:30:55 I'M VERY PROUD TO HAVE THEM IN OUR VILLAGE.
12:30:59 THE OTHER THING WAS, I DID PARTICIPATE IN THE 26 MISSION OF
12:31:06 THE HONOR FLIGHT WHICH I'M AN AMBASSADOR OF.
12:31:10 OUR MISSION IS WE ARE A NONPROFIT.

12:31:13 100% NONPROFIT WHERE NONE OF THE VOLUNTEERS GET PAID FOR
12:31:17 ANYTHING.
12:31:18 WE TAKE 85 TO 87 VETERANS AND GUARDIANS TO WASHINGTON, D.C.
12:31:23 FOR THEM TO WATCH THE MEMORIALS AND WHEN THEY GET BACK TO
12:31:28 RSW, THERE MUST HAVE BEEN AT LEAST 2500 TO 3,000 PEOPLE
12:31:34 WAITING FOR THESE VETERANS TO COME.
12:31:36 IT'S ONE OF THE MOST PATRIOTIC EVENTS YOU WILL EVER ATTEND.
12:31:40 I ENCOURAGE EVERYONE TO LOOK IT UP AND FOLLOW THAT.
12:31:45 ALSO, THE STONEYBROOK GOLF COURSE WILL BE HAVING A GOLF
12:31:51 TOURNAMENT ON MAY 11 TO BENEFIT WREATHS ACROSS AMERICA, STAY
12:31:58 LOCALLY IN LEE COUNTY.
12:32:00 I ENCOURAGE EVERYONE TO LOOK IT UP AND COME PLAY GOLF.
12:32:06 THAT'S ALL I HAVE.
12:32:09 >>Lori Fayhee: I HAVE NOTHING TODAY, THANK YOU.
12:32:15 >>Larry Fiesel: WITH TIME, I WILL NOT HAVE ANYTHING TO SAY
12:32:18 EITHER.
12:32:18 I HAVE A COUPLE OF ITEMS BUT WILL DELAY THOSE TO THE NEXT
12:32:21 MEETING.
12:32:23 >>Vice-Mayor Ribble: OKAY.
12:32:24 I WOULD LIKE TO INVITE COUNCIL AND STAFF TO OUR SOUTHWEST
12:32:27 FLORIDA LEAGUE OF CITIES LUNCHEON ON MAY 28 WHERE WE WILL
12:32:33 HAVE VARIOUS STATE REPRESENTATIVES THERE WHO WILL GIVE US
12:32:36 THEIR THOUGHTS AND IDEAS OF WHAT THEY MAY PRESENT IN THE
12:32:41 2025 SESSION AS FAR AS BILLS GO.

12:32:44 AND JUST A QUICK SHOUT-OUT TO OUR MANAGER, STEVE SARKOZY,

12:32:49 WHO WAS MENTIONED IN THE OP-ED PIECE IN THE NEWSPAPER WHERE
12:32:53 HE WAS CONGRATULATED FOR WORKING WITH SENATOR PASSIDOMO IN
12:32:59 GETTING OUR CONVERSION FROM SEPTIC TO SEWER TO IMPROVE THE
12:33:04 WATER QUALITY.
12:33:05 HE WAS CALLED A VISIONARY MANAGER OF ESTERO.
12:33:08 CONGRATULATIONS, STEVE, ON THAT.
12:33:10 [APPLAUSE]
12:33:12 >>Mayor McLain: HE LIKES THOSE ACCOLADES.
12:33:14 [LAUGHTER]
12:33:14 I ONLY HAVE ONE COMMENT.
12:33:22 I WANT TO THANK THE VICE-MAYOR FOR FILLING IN WHILE I WAS ON
12:33:24 MY HONEYMOON.
12:33:25 YOU DID A GOOD JOB AND EVERYTHING IS STILL ALIVE AND KICKING
12:33:29 IN THE VILLAGE.
12:33:30 WE'LL KEEP THAT GOING.
12:33:31 CALL ON THE VILLAGE ATTORNEY FOR HIS REPORT.
12:33:33 >>Robert Eschenfelder: I HAVE NO VISIONS TO SHARE.
12:33:35 [LAUGHTER]
12:33:37 >>Mayor McLain: THE VILLAGE MANAGER, HE'S ALREADY SPOKEN,
12:33:39 BUT GO AHEAD.
12:33:40 >>Steven Sarkozy: GRUMBLE.
12:33:42 JUST TO KEEP THE COUNCIL AND COMMUNITY UPDATED ON THE FEMA
12:33:47 PROCESS THAT WE HAVE THAT'S ONGOING, THERE'S ALL OF FIVE
12:33:53 JURISDICTIONS, LEE COUNTY, CAPE CORAL, BONITA SPRINGS,
12:33:58 ESTERO, AND FORT MYERS BEACH ARE STILL ACTIVELY ATTEMPTING

12:34:03 TO COMPLY WITH THE REQUIREMENTS OF FEMA.
12:34:06 I WON'T GO INTO SOME OF THE CLAIMS THAT FEMA'S ACTIONS HAVE
12:34:13 BEEN ARBITRARY, BUT NONETHELESS, WE'RE TRYING TO BE A GOOD
12:34:17 PARTNER.
12:34:18 THERE HAS BEEN A 30-DAY EXTENSION ON THE TIMELINE FOR US TO
12:34:23 RETURN INFORMATION.
12:34:24 IT'S NOW OUT TO JUNE 10th.
12:34:28 WE'LL BE SUBMITTING THE INFORMATION REGARDING THE PERMITS IN
12:34:31 QUESTION WELL BEFORE THAT.
12:34:34 AS A BIG PART OF THAT, WHAT WE'VE DONE IS GONE OUT AND CITED
12:34:40 A NUMBER OF DIFFERENT HOMES, ABOUT 57 OF THEM, THAT HAVE NOT
12:34:46 GOTTEN BUILDING PERMITS.
12:34:51 THOSE HOMES ARE EITHER COMPLYING AND GETTING INFORMATION IN
12:34:55 OR THEY ARE GOING TO THE MAGISTRATE WHICH HAPPENS NEXT WEEK,
12:34:59 MONDAY.
12:35:00 THAT IS A VERY ACTIVE PROCESS, TAKING AN INCREDIBLE AMOUNT
12:35:04 OF STAFF TIME.
12:35:08 MORNINGS, EVENINGS, WEEKENDS AND SO FORTH, WELL INTO THE
12:35:12 EVENING FOR A NUMBER OF DIFFERENT STAFF.
12:35:13 IT'S A MAJOR TIME CRUNCH.

12:35:19 BUT JUST TO KEEP YOU UPDATED ON THAT AND I'LL PROVIDE MORE
12:35:23 INFORMATION AS IT COMES FORWARD.
12:35:26 >>Mayor McLain: I'VE GOT A REMINDER HERE AND CAROL PROBABLY
12:35:29 PUT IT ON THERE, THOSE OF YOU THAT HAVE NOT FILLED OUT FORM
12:35:32 6, WHICH I HAVE NOT DONE MYSELF YET, IT'S DUE BY JULY 1st.

12:35:39 KEEP THAT IN YOUR ACTIVITIES IN THERE.
12:35:46 >>Rafael Lopez: THAT'S A LIFETIME.
12:35:47 >>Mayor McLain:
12:35:48 [LAUGHTER]
12:35:48 YEAH, IT IS.
12:35:49 I'LL NOW ENTERTAIN A MOTION TO ADJOURN.
12:35:51 >> SO MOVED.
12:35:52 >>Mayor McLain: COUNCILMAN FIESEL AND LOPEZ SECONDED.
12:35:56 [SOUNDING GAVEL]

DISCLAIMER:
THIS FILE REPRESENTS AN UNEDITED VERSION OF REALTIME
CAPTIONING WHICH SHOULD NEITHER BE RELIED UPON FOR COMPLETE
ACCURACY NOR USED AS A VERBATIM TRANSCRIPT.
ANY PERSON WHO NEEDS A VERBATIM TRANSCRIPT OF THE
PROCEEDINGS MAY NEED TO HIRE A COURT REPORTER.

THE VILLAGE OF ESTERO
PROCLAMATION

WHEREAS, *On average 660 people die each year in boating related accidents in the United States; 80 percent of those are fatalities caused by drowning; and;*

WHEREAS, *the vast majority of these accidents are caused by human error or poor judgement and not by the boat or equipment; and;*

WHEREAS, *a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and;*

WHEREAS, *Flotilla 96 of the United States Coast Guard Auxiliary is tasked with supporting the active duty United States Coast Guard by promoting Recreational Boating Safety in Bonita Springs, and;*

WHEREAS, *Flotilla 96 plans to offer boating safety classes, vessel safety checks and other ambitious boating safety awareness programs during the week of May 18-24, 2024; and;*

WHEREAS, *the residents and the Village of Estero Council wish to recognize Flotilla 96 of the United States Coast Guard Auxiliary for their honorable service.*

NOW, THEREFORE, *I, Mayor Jon McLain, of the Village of Estero, Lee County, Florida, do hereby support the goals of the Safe Boating Campaign and proclaim May 18-24 as "National Safe Boating Week" to urge all those who boat to practice safe boating habits and wear a life jacket at all times while navigating the waterways of southwest Florida.*

IN WITNESS THEREFORE, *I have hereunto set my hand and caused the seal of the Village of Estero to be affixed, this day of 1st day of May 2024.*

_____

Jon McLain, Mayor

THE VILLAGE OF ESTERO
PROCLAMATION

WHEREAS, *the Village of Estero, Florida has made the following determinations; The family is the indispensable foundation of society; at its best, it performs tasks that no other entity can hope to duplicate. The family has the primary responsibility for nurturing children, transmitting our culture, and building the character traits that make for healthy adults and good citizens. Upon the strength of the family rests the future of our Nation; and;*

WHEREAS, *For a variety of reasons, however, some parents are unable to provide a minimally acceptable level of care for their children, and temporary or permanent alternative placement is necessary. National Foster Care Month presents an appropriate opportunity for all of us (public officials, business, religious, and community leaders, and parents alike) to reflect on the pressures facing families today and on the need for increased efforts to ensure that abandoned or abused children have the opportunity to live in healthy, loving homes; and*

WHEREAS, *The emphasis in foster care must be on the well-being of the child, and public policy must serve to promote alternative placement that represents actual care and not mere custody. To accomplish this goal, many more happy and successful families must be willing to step forward and to offer to share heart and home with children desperately longing for both; and*

WHEREAS, *National Foster Care Month also provides an opportunity to offer public thanks for the sacrifices and dedication of the many foster parents and concerned professionals working in the field of foster care; and*

NOW, THEREFORE, *I, Mayor Jon McLain of the Village of Estero, Lee County, Florida, do hereby proclaim that May 2024 be designated as "National Foster Care Awareness Month" in Estero, Florida.*

IN WITNESS THEREFORE, *I have hereunto set my hand and caused the seal of the Village of Estero to be affixed, this day of 1st day of May 2024.*

_____

Jon McLain, Mayor

Final Action Agenda/Minutes are supplemented by audio and video recordings of the meetings, as well as transcripts. Video recordings of Village Council meetings from June 8, 2016, forward, as well as agendas, staff reports, resolutions, ordinances, and other documents related to the meetings can be viewed online at https://estero-fl.gov/agendas/ at the corresponding meeting date.

DRAFT MINUTES

VILLAGE COUNCIL REGULAR MEETING

Village of Estero Council Chambers
9401 Corkscrew Palms Circle
Estero, FL 33928

April 17, 2024 9:30 a.m.

1. **CALL TO ORDER**

INVOCATION

Father Hugh Our Lady of Light Church

PLEDGE OF ALLEGIANCE
Led by Councilmember Zalucki.

ROLL CALL
Vice Mayor Joanne Ribble - District 1, Councilmember Larry Fiesel - District 2, Councilmember Lori Fayhee – District 4 (via Zoom) (left meeting at 10:18 am), Councilmember Jim Ward - District 6, and Councilmember George Zalucki - District 7. Absent: Councilmember Rafael Lopez - District 5. Excused Absent Mayor Jon McLain - District 3.

Also present
Village Manager Steve Sarkozy, Village Attorney Robert Eschenfelder, David Willems, Public Works Director, Mary Gibb, Community Development Director, Kevin Greenville, Finance Director, Deputy Village Clerk Tammy Duran, and Village Clerk Carol Sacco.

2. **APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS**

Motion: Motion to approve agenda.

.

Motion by: Councilmember Fiesel
Seconded by: Councilmember Ward

Action: Approved agenda.

Vote: (Roll Call)
Aye: Councilmembers Fiesel, Fayhee, Ward, Zalucki, and Vice Mayor Ribble.
Nay:
Abstentions:

3. PROCLAMATION

(a) Arbor Day

4. PUBLIC COMMENT ON NON-AGENDA ITEMS
None.

5. CONSENT AGENDA

(a) April 3, 2024 Village Council Meeting Minutes
(b) Financial Report for Month ended December 2023
Financial Report for Month ended January 2024

Motion: Motion to approve consent agenda.
.

Motion by: Councilmember Zalucki
Seconded by: Councilmember Fiesel

Action: Approved consent agenda.

Vote: (Roll Call)
Aye: Councilmembers Fiesel, Fayhee, Ward, Zalucki, and Vice Mayor Ribble.
Nay:
Abstentions:

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA
None.

7. ACTION ITEMS

(a) Broadway Ave East Utility Extension Project (UEP) Property Acquisition Services Contract

Staff Presentation/Comments
Steve Sarkozy, Village Manager
David Willems, Public Works Director
Robert Eschenfelder, Village Attorney

Council Questions or Comments
Councilmembers Ward, Zalucki, Fayhee, and Vice Mayor Ribble.

Public Comments
Patty Whitehead, Old Estero

Motion: Motion to approve EC 2024-06 STA-05 in the amount of $81,000 with Florida Acquisition & Appraisal, Inc. to assist the Village in obtaining easement and property required to construction the Broadway Ave East UEP Areas 2 & 3, approve a $8,100 contingency for additional services that may be required to complete the project, and authorize the Village Manager to sign the contract and other additional implementing documents within the scope of the contract on behalf of the Village of Estero Council, and to approve and execute any subsequent amendments which do not require an increase in the not to exceed budget (with contingency).

Motion by: Councilmember Ward
Seconded by: Councilmember Fiesel

Action: Approved EC 2024-06 STA-05 in the amount of $81,000 with Florida Acquisition & Appraisal, Inc. to assist the Village in obtaining easement and property required to construction the Broadway Ave East UEP Areas 2 & 3, approve a $8,100 contingency for additional services that may be required to complete the project, and authorize the Village Manager to sign the contract and other additional implementing documents within the scope of the contract on behalf of the Village of Estero Council, and to approve and execute any subsequent amendments which do not require an increase in the not to exceed budget (with contingency).

Vote: (Roll Call)
Aye: Councilmembers Fiesel, Fayhee, Ward, Zalucki, and Vice Mayor Ribble.
Nay:
Abstentions:

(b) Seminole Gulf Railway License Agreement

Staff Presentation/Comments
Steve Sarkozy, Village Manager
David Willems, Public Works Director

Council Questions or Comments
Councilmembers Ward, Zalucki, Fiesel, and Vice Mayor Ribble.

Public Comments
None.

Motion: Motion to approve the Assignment and Amendment of the License Agreement for Sandy Lane Right of Way Occupation, Drainage Pipe Construction and Maintenance agreement with Seminole Gulf Railway and authorize the Village Manager to execute the agreement on behalf of the Village Council.

Motion by: Councilmember Fiesel

Seconded by: Councilmember Zalucki

Action: Approved the Assignment and Amendment of the License Agreement for Sandy Lane Right of Way Occupation, Drainage Pipe Construction and Maintenance agreement with Seminole Gulf Railway and authorize the Village Manager to execute the agreement on behalf of the Village Council.

Vote: (Roll Call)
Aye: Councilmembers Fiesel, Fayhee, Ward, Zalucki, and Vice Mayor Ribble.
Nay:
Abstentions:

8. SECOND READING AND PUBLIC HEARING

(a) Ordinance No. 2024-05 Bella Terra Cell Tower

Applicant has asked for a continuance to May 1, 2024

An Ordinance of the Village Council of the Village of Estero, Florida, Approving an Amendment to the Commercial Planned Development Zoning in the Bella Terra Development to Allow the use of Wireless Communication Facility a 12-Acre Parcel located at 19980 Bella Terra Boulevard; Providing for Severability; Providing for Conflicts; and Providing an Effective Date.

Staff Presentation/Comments
Steve Sarkozy, Village Manager
Mary Gibbs, Community Development Director

Council Questions or Comments
None.

Public Comments
None.

Motion: Motion to approve continuance to May 1, 2024.

Motion by: Councilmember Fiesel
Seconded by: Councilmember Fayhee

Action: Approved continuance to May 1, 2024.

Vote: (Roll Call)
Aye: Councilmembers Fiesel, Fayhee, Ward, Zalucki, and Vice Mayor Ribble.
Nay:
Abstentions:

9. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

Councilmembers Zalucki, Ward, Fayhee, and Fiesel.

10. VILLAGE ATTORNEY'S REPORT

Robert Eschenfelder, Village Attorney

11. VILLAGE MANAGER'S REPORT

Staff Presentation/Comments
Steve Sarkozy, Village Manager
Mary Gibbs, Community Development Director

Council Questions or Comments
Councilmembers Ward, Zalucki, and Vice Mayor Ribble.

Adjourn Regular Session at 10:18 am and Convene Workshop Item 10.18 am.

Motion by Councilmember Zalucki and seconded by Councilmember Fiesel.

12. WORKSHOP

(a) Acquisition for BERT

Staff Presentation/Comments
Steve Sarkozy, Village Manager

Presentation/Information by
Charles Hines, Trust for Public Land (TPL)

Council Questions or Comments
Councilmember Ward.

Public Comments
In-Person
Steve Novosad, Vines
Scott Stryker, Bella Terra

eComments
Don Greenglass, The Vines
Terry Koch, Corkscrew Shores

(b) FPL SolarVantage Program

Staff Presentation/Comments
Steve Sarkozy, Village Manager

Presentation/Information by
Marshall Nelson, FPL

Council Questions or Comments
Councilmembers Ward, Zalucki, and Vice Mayor Ribble.

Public Comments
None.

Consensus for the Village to explore the possibility of moving forward with FLP to find the potential advantage of solar power.

13. ADJOURNMENT at 11:03 am

Motion by Councilmember Fiesel and seconded by Councilmember Zalucki.

ATTEST: VILLAGE OF ESTERO, FLORIDA

By: _____ By: _____

Carol Sacco, CMC, Village Clerk Jon McLain, Mayor

(td/CS)
For an official copy of the signed minutes, please submit a Public Record Request.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 1, 2024

Agenda Item:

Williams Road and Atlantic Gulf Blvd Intersection Improvements Construction Manager at Risk Contract

Motion to approve Construction Manager at Risk agreement between Village of Estero and Manhattan Construction, Inc. for Williams Road and Atlantic Gulf Blvd Intersection Project and to authorize the Village Manager to execute the agreement and any related documents or amendments as may be necessary, except for the Guaranteed Maximum Price amendment, which will be approved by Council, at a later date.

Background:

The Village of Estero is proposing to build roadway and intersection improvements along Williams Road west of US 41. The improvements will prevent illegal left turns that regularly occur at thee existing Walgreen entrance and provide a roundabout at the Life Care Center entrance. The project will also extend the left turn lane at US 41 to improve traffic flow.

Village Council previously approved a contract with Manhattan Construction to provide Construction Manager at Risk Services (CMAR) on an as needed basis.

Description:

The proposed contract will be the first authorization of work for Manhattan Construction under their CMAR Piggyback Agreement. Manhattan will manage the construction of the proposed roadway and intersection improvements along Williams Road, west of US 41. Their services will include the following.

- Preconstruction Phase ($44,760)
  - Preliminary evaluation of the project – evaluate the project and provide recommendation to reduce cost, shorten schedule or otherwise improve the project.
  - Project schedule – provide project schedules.
  - Cost Estimates – provide project cost estimates.

- Project bidding – bid the project for construction.
- Guaranteed Maximum Price Proposal and Contract Time – After plans and permits are complete the contractor will provide a maximum project price and contract time. This will be approved by the Village Council at a future Council meeting.
- Construction Phase – Contractor will oversee project construction through closeout.

Action Requested:

Motion to approve Construction Manager at Risk agreement between Village of Estero and Manhattan Construction, Inc. for Williams Road and Atlantic Gulf Blvd Intersection Project and to authorize the Village Manager to execute the agreement and any related documents or amendments as may be necessary, except for the Guaranteed Maximum Price amendment, which will be approved by Council, at a later date.

Process and Timeline:

The contractor is expected to start work on the preconstruction services within a couple of weeks of contract approval.

The project's construction is contingent upon the Village's other consultants obtaining the required easements and obtaining permit approvals.

Financial Impact:

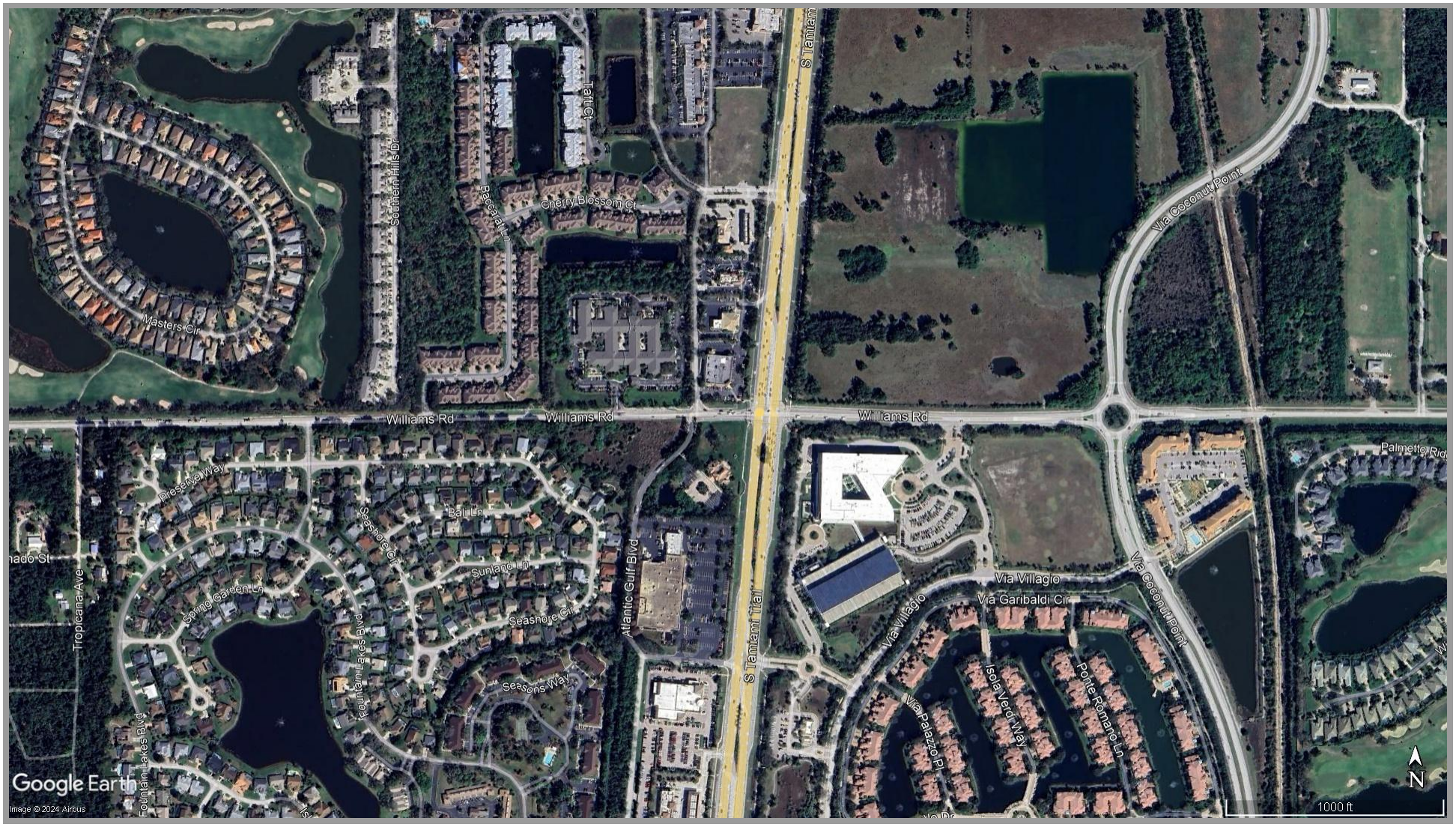
The financial impact for pre-construction services is $44,760. Funding for the preconstruction services will be provided by unallocated general funds within the 2023-2024 Fiscal Year Village Budget.

The Village Council will approve the Guaranteed Maximum Price (GMP) for project construction at a future Council meeting.

Prepared by: David Willems, P.E.

Attachments:

1. Location Map
2. CMAR Agreement
3. General Conditions
4. Manhattan Construction CMAR Piggyback Agreement


S Tamiami Trail
Williams Rd
Williams Rd
Williams Rd
Via Coconut Point
Via Coconut Point
Via Villagio
Via Garibaldi Cir
Via Villagio
Via Palazzo Pl
Isola Verde Way
Ponte Romano Ln
Atlantic Gulf Blvd
Masters Cir
Southern Hills Dr
Baccarat Ln
Cherry Blossom Ct
Preserve Way
Seashore Cir
Bali Ln
Sunland Ln
Spring Garden Ln
Seasons Way
Fountain Lakes Blvd
Tropicana Ave
Palmetto Rid
Google Earth
Image © 2024 Airbus
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AGREEMENT

for

CONSTRUCTION MANAGEMENT AT RISK SERVICES

between

VILLAGE OF ESTERO (AS OWNER)

and

MANHATTAN CONSTRUCTION COMPANY
(AS CONSTRUCTION MANAGER)

AGREEMENT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
WILLIAMS & ATLANTIC GULF DRIVE INTERSECTION IMPROVEMENTS

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of May, 2024 (the "Effective Date"), by and between the Village of Estero, a Florida municipal corporation, referred to herein as "Owner", and Manhattan Construction Company, an Oklahoma corporation authorized to conduct business in Florida, referred to herein as "Construction Manager."

WHEREAS, the Owner is jurisdictionally responsible to maintain Williams Road within the Village of Estero; and

WHEREAS, the Owner has determined that improvements to a portion of Williams Road west of U.S. 41 are required to address existing traffic flow and to provide safety enhancements; and

WHEREAS, § 2-184(b) of the Estero Procurement Code authorizes the Owner to piggyback agreements, including construction management agreements which have been competitively procured in accordance with the requirements of Florida Statutes § 255.103 (authorizing a governmental entity to select a construction management entity, pursuant to the process provided by Florida Statutes § 287.055, which construction managers are to be responsible for construction project scheduling and coordination in both preconstruction and construction phases and generally responsible for the successful, timely, and economical completion of a construction project; and

WHEREAS, pursuant to this authority, the Owner entered into that certain Piggyback Agreement for Construction Management at Risk Services with Construction Manager to provide general construction management services to the Owner during a fixed term, subject to adoption of separate project-specific agreements; and

WHEREAS, the Owner has determined that Construction Manager is the most qualified available provider capable of performing the Project within the budget and timeline desired by Owner; and

WHEREAS, the Parties have agreed on the terms of this Agreement.

NOW THEREFORE, the Owner and the Construction Manager, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1
GENERAL PROVISIONS

1.1 RELATIONSHIP OF PARTIES. The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Construction Manager's reasonable skill and judgment

and to cooperate with the Architect/Engineer in furthering the interests of the Owner. The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect/Engineer, Construction Manager and other persons or entities employed by the Owner for the Project.

1.2 GENERAL CONDITIONS. The general conditions of this Agreement shall be the attached General Conditions of the Construction Agreement, which is incorporated herein by reference. The term "Contractor" as used in the General Conditions shall mean the Construction Manager. The term "Contract Sum" as used in the General Conditions shall mean Guaranteed Maximum Price (GMP).

1.3 CONTRACT DOCUMENTS. The Contract Documents shall consist of the following:

This Agreement including the General Conditions

The March 20th 2024 Piggyback Agreement for Construction Management Services between Owner and Construction Manager (including all documents incorporated therein)

In the event of a conflict between any of the foregoing documents, the earlier listed document shall control over a later listed document.

1.4 PROJECT DESCRIPTION. The Project consists of improvements to Williams Road west of U.S. 41 (depicted below as Figure 1 and referred to herein as the "Property") to address existing traffic flow and to provide safety enhancements.

Figure 1- Project Location

The elements of the Project (which are detailed more specifically in the plans attached to this Agreement and incorporated herein) consist of:

- Construct a concrete barrier along the center line of Williams Road to prevent left turns at Atlantic Gulf Drive/Walgreens Exit.
- Extend the left turn lane at US 41

- Construct a roundabout at Life Care Center Entrance
- Realign sidewalk on north side of Williams Road
- Build a new sidewalk on south side of Williams Road
- Install landscaping and street lighting
- Improvements/maintenance on outfall swale along Williams Road

ARTICLE 2
CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager shall perform the services described in this Article. The services to be provided under Sections 2.1 and 2.2 constitute the Preconstruction services. If the Owner and Construction Manager agree, after consultation with the Architect/Engineer, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases will proceed concurrently.

2.1 PRECONSTRUCTION PHASE.

A. PRELIMINARY EVALUATION. The Construction Manager shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other.

B. CONSULTATION. The Construction Manager, with the Architect/Engineer, shall jointly schedule and attend regular meetings with the Owner. The Construction Manager shall consult with the Owner and Architect/Engineer regarding site use and improvements and the selection of materials, building systems and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies.

C. PRELIMINARY PROJECT SCHEDULE. When Project requirements described in Section 3.1.A have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Architect/Engineer's review and the Owner's approval. The Construction Manager shall obtain the Architect/Engineer's approval of the portion of the preliminary Project schedule relating to the performance of the Architect/Engineer's services. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the Owner, Architect/Engineer and Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price (GMP) proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect/Engineer.

D. PHASED CONSTRUCTION. The Construction Manager shall make recommendations to the Owner and Architect/Engineer regarding the phased issuance of Project Plans and Specifications to facilitate phased construction of the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.

E. PRELIMINARY COST ESTIMATES.

1. When the Owner has sufficiently identified the Project requirements and the Architect/Engineer has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Architect/Engineer and approval of the Owner, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.

2. When schematic design documents have been prepared by the Architect/Engineer and approved by the Owner, the Construction Manager shall prepare, for the review of the Architect/Engineer and approval of the Owner, a more detailed estimate with supporting data. During the preparation of the design development documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect/Engineer and Construction Manager.

3. When design development documents have been prepared by the Architect/Engineer and approved by the Owner, the Construction Manager shall prepare a detailed estimate with supporting data for review by the Architect/Engineer and approval by the Owner. During the preparation of the construction documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect/Engineer and Construction Manager.

4. If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect/Engineer.

F. SUBCONTRACTORS AND SUPPLIERS. The Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to the Owner and Architect/Engineer for their information a list of possible Subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Architect/Engineer will promptly reply in writing to the Construction Manager if the Architect/Engineer or Owner know of any objection to such Subcontractor or supplier. The receipt of such list shall not require the Owner or Architect/Engineer to investigate the qualifications of proposed Subcontractors or suppliers, nor shall it waive the right of the Owner or Architect/Engineer later to object to or reject any proposed Subcontractors or suppliers.

G. LONG-LEAD-TIME ITEMS. The Construction Manager shall recommend to the Owner and Architect/Engineer a schedule for procurement of long-lead-time

items which will constitute part of the Work as required to meet the Project schedule. If such long-lead-time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's GMP proposal, all contacts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long-lead-time items.

H. EXTENT OF RESPONSIBILITY. The Construction Manager does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. The recommendation and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants. It is not the Construction Manager's responsibility to ascertain that the Project Plans and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manager recognizes that portions of the Project Plans and Specifications are at variance therewith, the Construction Manager shall promptly notify the Architect/Engineer and Owner in writing.

I. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION. The Construction Manager shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.

2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME.

A. TIMING. When the Project Plans and Specifications are sufficiently complete, the Construction Manager shall propose a GMP, which shall be the sum of the estimated Cost of the Work and the Contractor's Fee.

B. FURTHER DEVELOPMENT OF PROJECT PLANS AND SPECIFICATIONS. As the Project Plans and Specifications may not be finished at the time the GMP proposal is prepared, the Construction Manager shall provide in the GMP for further development of the Project Plans and Specifications by the Architect/Engineer that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, as required, shall be incorporated by Change Order.

C. CONTIGENCY. The estimated Cost of the Work shall include the Construction Manager's contingency, a sum established by the Construction Manager for the Construction Manager's exclusive use to cover costs arising under Section 2.2.B and other costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order.

D. BASIS OF GUARANTEED MAXIMUM PRICE. The Construction Manager shall include with the GMP proposal a written statement of its basis, which shall include:

1. A list of the Project Plans and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the GMP proposal.

2. A list of allowances and a statement of their basis.

3. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the GMP proposal to supplement the information contained in the Project Plans and Specifications.

4. The proposed GMP, including a statement of the estimated costs organized by trade categories, allowances, contingency, and other items and the Fee that comprise the GMP.

5. The Date of Substantial Completion upon which the proposed GMP is based, and a schedule of the construction documents issuance dates upon which the date of Substantial Completion is based.

E. MEETING OF CONSTRUCTION TEAM. The Contractor shall meet with the Owner and Architect/Engineer to review the GMP proposal and the written statement of its basis. In the event the Owner or Architect/Engineer discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the GMP proposal, its basis, or both.

F. ACCEPTANCE. Unless the Owner accepts the GMP proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Construction Manager, the GMP proposal shall not be effective without written acceptance by the Construction Manager.

G. NO COSTS IN ADVANCE. Prior to the Owner's acceptance of the Construction Manager's GMP proposal and issuance of a Notice to Proceed, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.

H. GMP ADDENDUM. Upon acceptance by the Owner of the GMP proposal, the GMP and its basis shall be set forth in the GMP Addendum. The GMP shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents, and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

I. REVISIONS TO PROJECT PLANS AND SPECIFICATONS. The Owner shall authorize and cause the Architect/Engineer to revise the Project Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the GMP Addendum. Such revised Project Plans and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the Owner, Architect/Engineer and Construction Manager. The Construction Manager shall promptly notify the Architect/Engineer and Owner is such revised Project Plans and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

J. TAXES. The GMP shall include in the Cost of the Work only those taxes which are enacted at the time the GMP is established.

2.3 CONSTRUCTION PHASE.

A. GENERAL.

1. The Construction Phase shall commence on the earlier of:

   i. the Owner's acceptance of the Construction Manager's GMP proposal and issuance of a Notice to Proceed, or

   ii. the Owner's first authorization to the Construction Manager to:

      (a) award a Subcontract,

      (b) undertake construction Work with the Construction Manager's own forces, or

      (c) issue a purchase order for materials or equipment required for the Work.

B. ADMINISTRATION.

1. Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under Subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated to a special design for the Work from the list previously reviewed and, after analyzing such bids, shall deliver such bids to the Owner and Architect/Engineer. The Owner will then determine, with the advice of the Construction Manager and subject to the reasonable objection of the Architect/Engineer, which bids will be accepted. The Owner may designate specific persons or entities from whom the Construction Manager shall obtain bids; however, if the GMP has been established, the Owner may not prohibit the Construction Manager from obtaining bids from other qualified bidders. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

2. If the GMP has been established, and a specific bidder among those whose bids are delivered by the Construction Manager to the Owner and Architect/Engineer (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that

another bid be accepted, then the Construction Manager may require that a change in the Work be issued to adjust the Contract Time and the GMP by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the Subcontract or other agreement actually signed with the person or entity designated by the Owner.

3. Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Sections 7.1.H and 7.1.I and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

4. The Construction Manager shall schedule and conduct a meeting at which the Owner, Architect/Engineer, Construction Manager and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.

5. Promptly after the Owner's acceptance of the GMP proposal, the Construction Manager shall prepare a schedule in accordance with Section 2.3 of the General Conditions, including the Owner's occupancy requirements.

6. The Construction Manager shall provide monthly written reports to the Owner and Architect/Engineer on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the Project Site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect/Engineer.

7. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect/Engineer at regular intervals.

2.4 PROFESSIONAL SERVICES. Sections 2.1 and 2.2 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

2.5 HAZARDOUS MATERIALS. Sections 2.4.U and 5.5 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 INFORMATION AND SERVICES.

A. GENERAL INFORMATION. The Owner shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the Owner's objectives, constraints and criteria, including space requirements and

relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

B. BUDGET. The Owner shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Architect/Engineer, which shall include contingencies for changes in the Work and other costs which are the responsibility of the Owner.

C. STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS. In the Preconstruction Phase, the Owner shall furnish the following with reasonable promptness and at the Owner's expense. Except to the extent that the Construction Manager knows of any inaccuracy, the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests described in subsections 1 through 4, below, but shall exercise customary precautions relating to the performance of the Work.

1. Reports, surveys, drawings and tests concerning the conditions of the Project Site which are required by law.

2. Surveys describing physical characteristics, legal limitations and utility locations for the Project Site, and a written legal description of the Project Site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Project Site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark.

3. The services of a geotechnical engineer when such services are requested by the Construction Manager. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolations tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

4. Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.

5. The services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Construction Manager.

3.2 OWNER'S DESIGNATED REPRESENTATIVE. The Owner shall designate in writing its Owner's Project Representative who shall have express authority to bind the Owner

with respect to all matters requiring the Owner's approval or authorization. This Representative shall have the authority to make decisions on behalf of the Owner concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 5.2 of the General Conditions, the Architect/Engineer does not have such authority.

3.3 ARCHITECT/ENGINEER. The Owner shall retain an Architect/Engineer to provide Basic Services, including normal structural, mechanical and electrical engineering services, other than cost estimating services, described in Article VI of the General Conditions. The Owner shall authorize and cause the Architect/Engineer to provide those additional services requested by the Construction Manager which must necessarily be provided by the Architect/Engineer for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect/Engineer and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Architect/Engineer.

3.4 LEGAL REQUIREMENTS. The Owner shall determine and advise the Architect/Engineer and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project. The Owner shall furnish such legal services as are necessary to provide the information and services required under Section 3.1.

ARTICLE 4
COMPENSATION AND PAYMENTS
FOR PRECONSTRUCTION SERVICES

The Owner shall compensate and make payments to the Construction Manager for Preconstruction Services as follows:

4.1 COMPENSATION.

A. PRECONSTRUCTION SERVICES. For the Preconstruction Services described in Section 2.1, the Construction Manager's compensation shall be calculated in the manner set forth in Exhibit 1 (Manhattan Preconstruction Services Proposal) attached hereto and incorporated herein.

B. ADJUSTMENT. Compensation for Preconstruction Services shall be equitably adjusted if such services extend beyond Three Hundred Sixty-Five (365) days from the date of this Agreement or if the originally contemplated scope of services is significantly modified.

C. PERSONNEL EXPENSE. If compensation is based on a multiple of Direct Personnel Expense, "Direct Personnel Expense" shall mean the direct salaries of the Construction Manager's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes

and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

4.2 PAYMENTS.

A. TIMING. Subject to the requirements of Article III of the General Conditions, payments for Preconstruction Services shall be made monthly following presentation of the Construction Manager's invoice and, where applicable, shall be in proportion to services performed.

B. DUE DATES. Payments shall be made by Owner in accordance with the requirements of Florida Statutes §218.735.

ARTICLE 5
COMPENSATION FOR CONSTRUCTION PHASE SERVICES

The Owner shall compensate the Construction Manager for Construction Phase services as follows:

5.1 COMPENSATION. For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager in current funds the Contract Sum consisting of the Cost of the Work as defined in Article 6 and the Construction Manager's Fee determined as follows:

Eight percent (8%) of actual cost

5.2 GUARANTEED MAXIMUM PRICE. The sum of the Cost of the Work and the Construction Manager's Fee are guaranteed by the Construction Manager not to exceed the amount provided as the GMP in the GMP Addendum, subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in the Contract Documents as the GMP. Costs which would cause the GMP to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

5.3 CHANGES IN THE WORK

A. ADJUSTMENTS TO GMP. Adjustments to the GMP on account of changes in the Work subsequent to the execution of the GMP Addendum may be determined by any of the methods listed in Article V of the General Conditions.

B. "COST". In calculating adjustments to Subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the Owner and Construction Manager shall proceed in accordance with Section 5.6 of the General Conditions. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts. In calculating adjustments to the Agreement, the terms "cost" and "costs" as used in the above-referenced General Conditions shall mean the Cost of the Work as defined in Article 6 of this Agreement.

C. CONSTRUCTION MANAGER'S FEE. If no specific provision is made in Section 5.1. for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such that, in the aggregate, the application of the adjustment provisions of Section 5.1. will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the basis of the Fee established for the original Work.

ARTICLE 6
COST OF THE WORK FOR CONSTRUCTION PHASE

6.1 COSTS TO BE REIMBURSED

A. COST OF WORK. The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 6.

B. LABOR COSTS.

1. Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the Project Site or, with the Owner's agreement, at off-site workshops.

2. Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the Project Site with the Owner's agreement.

Classification	Name

(See attached Exhibit 2 for billable rates)

3. Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

4. Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Sections 6.1.B.1 through 6.1.B.3.

C. SUBCONTRACT COSTS. Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the Subcontracts.

D. COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION.

1. Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

2. Costs of materials described in the preceding Section 6.1.D.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager; amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

E. COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS.

1. Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the Project Site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager shall mean fair market value.

2. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the Project Site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item.

3. Costs of removal of debris from the Project Site, including proper and legal disposal of same.

4. Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone at the Project Site and reasonable petty cash expenses of the Project Site office.

5. That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.

F. MISCELLANEOUS COSTS.

1. That portion directly attributable to this Contract of premiums for insurance and bonds.

2. Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.

3. Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

4. Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work other than that for which payment is permitted by Section 6.1.H.2, reproduction costs, costs of postage and express delivery charges, Project Site communications equipment, and reasonable petty cash expenses of the Project Site office.

5. Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent; provided, however, that such costs of legal defenses; judgment and settlements shall not be included in the calculation of the Construction Manager's Fee or the GMP and provided that such royalties, fees and costs are not excluded by the Contract Documents.

6. Costs for electronic equipment and software, directly related to the Work and with the Owner's prior approval.

7. Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.

8. Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work and with the Owner's written permission, which permission shall not be unreasonably withheld.

9. Expenses incurred in accordance with Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.

10. Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

G. EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK. The Cost of the Work shall also include costs described in Section 6.1.A which are incurred by the Construction Manager:

1. In taking action to prevent threatened damage, injury or loss in case of emergency affecting the safety of persons and property, as provided in Section 2.4.P of the General Conditions.

2. In repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damage or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement or by the Construction Manager's foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel of the Construction Manager, or by the failure of the Construction Manager's personnel to supervise adequately the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, sureties, Subcontractors, suppliers or others.

H. COSTS TO BE INCLUDED. The costs described in Sections 6.1.A through 6.1.G shall be included in the Cost of the Work notwithstanding any provisions of the General Conditions which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.2.

6.2 COSTS NOT TO BE REIMBURSED. The Cost of the Work shall not include:

1. Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the Project Site office, except as specifically provided in Sections 6.1.B.2 and 6.1.B.3.

2. Expenses of the Construction Manager's principal office and offices other than the Project Site office, except as specifically provided in Section 6.1.

3. Overhead and general expenses, except as may be expressly included in Section 6.1.

4. The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.

5. Rental costs of machinery and equipment, except as specifically provided in Section 6.1.E.2.

6. Except as provided in Section 6.1.H.2, costs due to the negligence of the Construction Manager or to the failure of the Construction Manager to fulfill a specific responsibility to the Owner set forth in this Agreement.

7. Costs incurred in the performance of Preconstruction Services.

8. Except as provided in Section 6.1.F.10, any cost not specifically and expressly described in Section 6.1.

9. Costs which would cause the GMP to be exceeded.

10. Costs for services performed during the Preconstruction Phase.

6.3 DISCOUNTS, REBATES AND REFUNDS

A. ACCURAL TO OWNER. Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.

B. DEDUCTION FROM COST OF WORK. Amounts which accrue to the Owner in accordance with the provisions of Section 6.3.A shall be credited to the Owner as a deduction from the Cost of the Work.

6.4 ACCOUNTING RECORDS. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, in order to substantiate all costs incurred under this Agreement. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants or other Owner-authorized personnel shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7
CONSTRUCTION PHASE

7.1 PROGESS PAYMENTS.

A. PROGRESS PAYMENTS. Subject to the requirements of Article III of the General Conditions, based upon Applications for Payment submitted to the Architect/Engineer by the Construction Manager and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the GMP to the Construction Manager as provided below and elsewhere in the Contract Documents.

B. PERIOD COVERED. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

C. DATE OF PAYMENT. Payments shall be made by Owner in accordance with the requirements of Florida Statutes § 218.735.

D. SUPPORTING DOCUMENTATION. With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner or Architect/Engineer to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager; less (2) that portion of those payments attributable to the Construction Manager's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

E. SCHEDULE OF VALUES. Each Application for Payment shall be based upon the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire GMP among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, unless objected to by the Architect/Engineer, shall be used as a basis for reviewing the Construction Manager's Application for Payment.

F. Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the GMP allocated to that portion of the Work in the schedule of values.

G. COMPUTATION. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 5.6 of the General Conditions, even though the GMP has not yet been adjusted by Change Order.

2. Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the Project Site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the Project Site at a location agreed upon in writing, supported by paid receipts.

3. Add the Construction Manager's Fee, less retainage of ten percent (10%). The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Sections at the rate stated in Section 5.1. or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount which bears the same ratio to that fixed-sum Construction Manager's Fee as the Cost of the Work in the two preceding Sections bears to a reasonable estimate of the probable Cost of the Work upon its completion.

4. Subtract the aggregate of previous payments made by the Owner.

5. Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.D to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner in such documentation.

6. Subtract amounts, if any, for which the Architect/Engineer has withheld or nullified a Certificate for Payment as provided in Section 3.3.C of the General Conditions.

H. SUBCONTRATOR RETAINAGE. Except with Owner's prior approval, per Florida Statutes § 255.078, Subcontractor payments shall be subject to retention of not less than five percent (5%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for Subcontracts.

I. REDUCTION IN RETAINAGE. Notwithstanding the foregoing, upon completion of at least fifty percent (50%) of the Work, as determined by the Architect/Engineer and Owner, the Owner shall reduce to three percent (3%) the amount of retainage withheld from the Construction Manager's Fee in each subsequent progress payment.

J. NO ADVANCE PAYMENTS. Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the Project Site.

K. RELIANCE ON INFORMATION. In taking action on the Construction Manager's Applications for Payment, the Architect/Engineer shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect/Engineer has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.D or other supporting data, that the Architect/Engineer has made exhaustive or continuous on-site inspections or that the Architect/Engineer has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner acting in the sole interest of the Owner.

7.2 FINAL PAYMENT.

A. CONDITIONS OF FINAL PAYMENT. Final payment shall be made by the Owner to the Construction Manager when (1) the Agreement has been fully performed by the

Construction Manager except for the Construction Manager's responsibility to correct nonconforming Work, as provided in Section 2.4.C of the General Conditions, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed by the Owner; and (3) a final Certificate for Payment has then been issued by the Architect/Engineer; such final payment shall be made by the Owner not more than thirty (30) days after the issuance of the Architect/Engineer's final Certificate for Payment, or as follows:

B. CALCULATION. The amount of the final payment shall be calculated as follows:

1. Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the GMP.

2. Subtract amounts, if any, for which the Architect/Engineer withholds, in whole or in part, a final Certificate for Payment as provided in Section 2.4.C of the General Conditions or other provisions of the Contract Documents.

3. Subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner. Failing reimbursement by the Construction Manager and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such overpayment.

C. REVIEW. The Owner's fiscal staff will review and report in writing on the Construction Manager's final accounting within thirty (30) days after delivery of the final accounting to the Architect/Engineer by the Construction Manager. Based upon such Cost of the Work as the Owner's fiscal staff report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.A have been met, the Architect/Engineer will, within seven days after receipt of the written report of the Owner's fiscal staff, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager or notify the Construction Manager and Owner in writing of the Architect/Engineer's reasons for withholding a certificate as provided in Section 3.5.C of the General Conditions.

D. ISSUANCE. If the Owner's fiscal staff report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article 9 without a further decision of the Architect/Engineer. Unless agreed to otherwise, a demand for mediation or arbitration of the disputed amount shall be made by the Construction Manager within sixty (60) days after the Construction Manager's receipt of a copy of the Architect/Engineer's final Certificate for Payment. Failure to make such demand within this 60-day period shall result in the substantiated amount reported by the Owner's fiscal staff becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the

Owner shall pay the Construction Manager the amount certified in the Architect/Engineer's final Certificate for Payment.

E. ADDITIONAL REIMBURSEMENTS. If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1 and not excluded by Section 6.2, (1) to correct nonconforming Work or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the GMP. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8
INSURANCE AND BONDS

8.1 INSURANCE. If and to the extent required by the Piggyback Agreement (and incorporated documents), the Construction Manager shall furnish insurance coverage for (but not necessarily limited to) workers' compensation, commercial general liability, auto liability, excess liability, and builder's risk. The Construction Manager shall furnish the Owner all appropriate policies and Certificate(s) of Insurance.

8.2 PAYMENT AND PERFORMANCE BOND.

A. BOND REQUIRED. The Construction Manager shall post a Payment and Performance Bond in the amount of the GMP, in a form provided and approved by the Owner.

B. DELIVERY. The Construction Manager shall file in the county records and deliver a recorded version of the required bond to the Owner at least three days before the commencement of any Construction Phase services.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 DISPUTE RESOLUTION. During both the Preconstruction and Construction Phases, claims, disputes or other matters in question between the parties to this Agreement shall be resolved as provided in Article VIII of the General Conditions.

9.2 OTHER PROVISIONS. Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in the General Conditions.

9.3 EXTENT OF CONTRACT. This Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager. Except as provided in Section 9.13 below, if

anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

9.4 OWNERSHIP AND USE OF DOCUMENTS. Section 10.4 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

9.5 GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida. Venue for any petition for writ of certiorari or other court action allowed by this Agreement shall be in the Circuit Court of the 12th Judicial Circuit in and for Lee County, Florida.

9.6 ASSIGNMENT. The Owner and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Agreement as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

9.7 SUBSTANTIAL COMPLETION DEFINED. Substantial Completion shall be defined as provided in Article I of the General Conditions. In the event a temporary certificate of occupancy or completion is issued establishing Substantial Completion, the Construction Manager shall diligently pursue the issuance of a permanent certificate of occupancy or completion.

9.8 PROJECT MEETINGS. During the Construction Phase, there shall be project meetings, at the jobsite or other location acceptable to the parties, on a regularly scheduled basis. The meetings will be attended by a representative of the Construction Manager, Architect/Engineer and Owner. These representatives shall be authorized to make decisions that are not otherwise contrary to the requirements of this Agreement.

9.9 WEATHER. During the Construction Phase, any rainfall, temperatures below 32 degrees Fahrenheit or winds greater than 25 m.p.h. which actually prevents Work on a given day, shall be considered lost time and an additional day added to the Contract Time, provided no work could be done on site, and provided written notice has been submitted to the Owner by the Construction Manager documenting same.

9.10 SHOP DRAWINGS; CRITICAL SUBMITTALS. In consideration of the impact of timely review of submittals and shop drawings on the overall progress of the Work, it is hereby agreed that the Owner shall cause his agents and design professionals to accomplish the review of any particular "critical" submittals and/or shop drawings and return same to the Construction Manager within fourteen (14) days.

9.11 PUNCH LIST. Within 30 days after obtainment of Substantial Completion, the Owner shall generate a "punch list" of all work items requiring remedial attention by the Construction Manager. Within 5 days thereafter the Architect/Engineer shall assign a fair value to the punch list items, which sum shall be deducted from the next scheduled progress payment to the Construction Manager. Upon satisfactory completion of the punch list items, as certified

by the Architect/Engineer, the previously deducted sum shall be paid to the Construction Manager.

9.12 CLOSEOUT DOCUMENTATION. Within 30 days after obtainment of Substantial Completion and before final payment, Construction Manager shall gather and deliver to Owner all warranty documentation, all manufacturer's product and warranty literature, all manuals (including parts and technical manuals), all schematics and handbooks, and all as-built drawings.

9.13 GOVERNING PROVISIONS; CONFLICTS. In the event of a conflict between this Agreement and the Specifications or General Conditions, this Agreement shall prevail. In the event of a conflict between the Specifications and the General Conditions, the Specifications shall govern. In the event of a conflict between any of the foregoing documents and the Construction Manager's proposal, the foregoing documents shall prevail.

9.14 IMMIGRATION COMPLIANCE; E-VERIFY. Construction Manager acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, *et seq*., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Construction Manager's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Construction Manager shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Owner. Pursuant to Florida Statutes § 448.095(2), Construction Manager shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Construction Manager's contract with the Owner cannot be renewed unless, at the time of renewal, Construction Manager certifies in writing to the Owner that it has registered with and uses the E-Verify system. If Construction Manager enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Construction Manager shall maintain a copy of such affidavit for the duration of the contract. If Construction Manager develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Construction Manager shall terminate the contract with the subcontractor. If the Owner develops a good faith belief that Construction Manager has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Owner shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

9.15 INDEPENDENT CONTRACTOR. The Construction Manager acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of the Owner.

9.16 WAIVERS. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

9.17 AUTHORITY. Each of the Owner and Construction Manager represents and warrants to the other its respective authority to enter into this Agreement.

9.18 COVENANT TO DEFEND. Neither the validity of this Agreement nor the validity of any portion hereof may be challenged by any party hereto, and each party hereto hereby waives any right to initiate any such challenge. Furthermore, if this Agreement or any portion hereof is challenged by a third party in any judicial, administrative, or appellate proceeding (each party hereby covenanting with the other party not to initiate, encourage, foster, promote, cooperate with, or acquiesce to such challenge), the parties hereto collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating this Agreement or any portion thereof.

9.19 DISCLAIMER OF THIRD-PARTY BENEFICIARIES; SUCCESSORS AND ASSIGNS. This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof. This Agreement shall be binding upon, and its benefits and advantages shall inure to, the successors and assigns of the parties hereto.

9.20 HEADINGS AND CAPTIONS. The headings and captions of articles, sections, and paragraphs used this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

9.21 OWNER DIRECT PURCHASES. As authorized by Florida Statutes § 212.08(6), Florida Administrative Code § 12A-1.094, and Florida Department of Revenue Tax Information Publication 13A01-01, the Owner reserves the right to require the Contractor to assign some or all of its subcontracts or other agreements with material suppliers directly to the Town. This process will be referred to as Owner Direct Purchases (ODP) and is a method that may be utilized to create savings for the Owner. The Owner saves the amount of the sales tax when it purchases material/equipment required for a construction project directly from the manufacturer/supplier (material/equipment cost only), and simultaneously decreases the amount of the contract for the cost of the materials/equipment plus the sales tax. If the Owner elects to

invoke this process, the contract cost reduction will be accomplished through the issuance of a deductive change order.

9.22 LEGAL REFERENCES. All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

9.23 SEVERABILITY. The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision should not affect the validity of any other term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

9.24 ATTORNEY'S FEES AND COSTS. In any claim dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying its attorney's fees and costs regardless of the outcome of any such procedure or litigation, including related appellate and dispute resolution proceedings.

9.25 NOTICES. All notices, comments, consents, objections, approvals, waivers, and elections under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

To the Owner:	David Willems, P.E., Public Works Director 9401 Corkscrew Palms Circle Estero, FL 33928 willems@estero-fl.gov
To the Construction Manager:	Craig Bryant, Vice President Manhattan Construction Company 3705-1 Westview Drive Naples, FL 34104

Notices, comments, consents, objections, approvals, waivers and elections shall be deemed given when received by the party for whom such communication is intended at such address herein specified, or such other physical address or email address as such party may have substituted by notice to the other.

ARTICLE 10
TERMINATION OR SUSPENSION

10.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE.

A. RIGHT OF TERMINATION. Prior to execution by both parties of the GMP Addendum, the Owner may terminate this Agreement at any time without or without cause pursuant to Sections 14.1 and 14.2 of the General Conditions, and the Construction Manager may terminate this Agreement for any of the reasons described in Section 14.6 of the General Conditions.

B. COMPENSATION FOR PRECONSTRUCTION SERVICES. If the Owner or Construction Manager terminates this Contract pursuant to this Section 10.1 prior to commencement of the Construction Phase, the Construction Manager shall be equitably compensated for Preconstruction Services performed prior to receipt of notice of termination; provided, however, that the compensation for such services shall not exceed the compensation set forth in Section 4.1.A.

C. ADDITIONAL COMPENSATION FOR CONSTRUCTION SERVICES. If the Owner or Construction Manager terminates this Agreement pursuant to this Section 10.1 after commencement of the Construction Phase, the Contractor shall, in addition to the compensation provided in Section 10.1.B, be paid an amount calculated as follows:

1. Take the Cost of the Work incurred by the Contractor.

2. Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, of the Construction Manager's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as to Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion.

3. Subtract the aggregate of previous payments made by the Owner on account of the Construction Phase.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.C.1. To the extent that the Owner elects to take legal assignment of Subcontracts and purchase orders (including rental agreements), the Construction Manager shall as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such Subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such Subcontracts or purchase orders.

Subcontracts, purchase orders and rental agreements entered into by the Construction Manager with the Owner's written approval prior to the execution of the GMP Addendum shall contain provisions permitting assignment to the Owner as described above. If the Owner accepts such assignment, the Owner shall reimburse or indemnify the Construction Manager with respect to all costs arising under the Subcontract, purchase order or rental agreement except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner elects not to accept the assignment of any Subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this Agreement not been terminated, the Construction Manager shall terminate such Subcontract, purchase order or rental agreement and the Owner shall pay the Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.

10.2 TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED MAXIMUM PRICE. Subsequent to execution by both parties of the GMP Addendum, the Agreement may be terminated as provided in Article 14 of the General Conditions.

A. LIMITATION ON PAYMENT; TERMINATION BY OWNER. In the event of such termination by the Owner, the amount payable to the Construction Manager pursuant to Section 14.2 of the General Conditions shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.B and 10.1.C of this Agreement.

B. LIMITATION ON PAYMENT; TERMINATION BY CONSTRUCTION MANAGER. In the event of such termination by the Construction Manager, the amount to be paid to the Construction Manager under Section 14.6 of the General Conditions shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.B and 10.1.C above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.

10.3 SUSPENSION. The Work may be suspended by the Owner as provided in Section 14.3 of the General Conditions. In such case, the term "Contract Sum" in that Section shall be understood to mean Cost of the Work.

WHEREFORE, the Parties hereto have entered into this Agreement as of the Effective Date.

Manhattan Construction Company

By: _____
Craig Bryant, Vice President

VILLAGE OF ESTERO,
a Florida municipal corporation

By: _____
Steve Sarkozy, Village Manager

GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM
to
AGREEMENT
for
CONSTRUCTION MANAGEMENT AT RISK SERVICES

THIS GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM TO THE AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES ("GMP Addendum") is made and entered into this ___ day of _____, 2024 (the "Effective Date"), by and between the Village of Estero, a Florida municipal corporation, referred to herein as "Owner", and the firm of Manhattan Construction Company, an Oklahoma corporation authorized to conduct business in Florida, referred to herein as "Construction Manager."

WHEREAS, Owner and Construction Manager entered into the Agreement for Construction Management at Risk Services (the "Agreement") under which Construction Manager is providing the professional construction management services requisite to the implementation of the construction of the infrastructure improvements related to the Village Entertainment Hub project (as further defined in the Agreement as the "Project"); and

WHEREAS, the Agreement provides that prior to commencement of the Construction Phase, Construction Manager and Owner must agree upon a Guaranteed Maximum Price (GMP) for the construction of the Project, to be established and memorialized in an addendum supplementing the Agreement; and

WHEREAS, the Project has been designed and permitted to a point sufficient that Construction Manager and Owner have agreed upon a GMP, as set forth herein.

NOW THEREFORE, Owner and Construction Manager, in consideration of the mutual covenants hereinafter set forth, and the mutual covenants set forth in the Agreement, the sufficiency of which is hereby acknowledged, agree as follows:

1. Establishment of GMP. Pursuant to Article 5 of the Agreement, the Owner and Construction Manager establish a GMP and Contract Time for the Work as set forth below. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract Documents and in the General Conditions.

2. GMP; Contract Documents. The Construction Manager's GMP for the Work, including the estimated Cost of the Work ($_____) and the Construction Manager's Fee (_____), is a total of _____ dollars ($_____). This price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Addendum and marked Exhibits A through J, as follows:

(a) Exhibit A. Project Plans and Specifications, addenda and General, Supplementary and other Conditions of the Agreement on which the GMP is based, pages _____ through _____, dated _____;

(b) Exhibit B. Allowance items, pages _____ through _____ , dated _____;

(c) Exhibit C. Assumptions and Clarifications made in preparing the GMP, pages _____ through _____, dated _____;

(d) Exhibit D. Project Schedule, pages _____ through _____, dated _____;

(e) Exhibit E. Alternate Prices, pages _____ through _____, dated _____; and

(f) Exhibit F. Unit Prices, pages _____ through _____, dated _____.

(g) Exhibit G. Affidavit of No Conflict;

(h) Exhibit H. Certificate(s) of Insurance;

(i) Exhibit I. Payment and Performance Bond;

(j) Exhibit J. Standard Forms:
1- Application for Payment
2- Certificate of Substantial Completion
3- Final Reconciliation/Warranty/Affidavit
4- Change Order

Additional Contract Documents include the Agreement and attached General Conditions of the Construction Agreement, Addenda issued prior to execution of the Agreement, the Request for Proposal, the Construction Manager's proposal, permits, notice of intent to award, Notice to Proceed, purchase order(s), written amendments, Change Order(s), Work Directive Change(s) and Field Directive(s). No other documents shall be considered Contract Documents. In case of conflict, the earliest listed document shall prevail over later listed documents.

3. Contract Time; Liquidated Damages. The Construction Manager shall achieve Substantial Completion of the entire Work within _____ (__) days of receipt of the Notice to Proceed. Time is of the essence in the Contract Documents and all obligations thereunder. If the Construction Manager fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Construction Manager, as liquidated damages and not as a penalty, the sum of $_____ per calendar day, commencing on the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion.

Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Construction Manager under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Construction Manager shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

4. Effect of GMP. This Addendum shall constitute the GMP Addendum for purpose of satisfying the requirements of Article 5 of the Agreement, and shall supplement and amend the Agreement such that all references to the GMP shall be construed to refer to the GMP set forth herein, as such GMP may be adjusted pursuant to the terms of the Agreement. All terms of the Agreement, as supplemented hereby, shall remain in full force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this GMP Addendum to be duly executed by their authorized representatives:

Manhattan Construction Company

By: _____
Craig Bryant, Vice President

VILLAGE OF ESTERO,
a Florida municipal corporation

By: _____
Steve Sarkozy, Village Manager

Exhibit 1
Preconstruction Services Proposal

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April 9, 2024

David Willems, PE
Public Works Director
9401 Corkscrew Palms Circle
Estero, FL 33928

Re: Williams Rd Improvements - Preconstruction Services Proposal

Mr. Willems
Manhattan Construction Company is grateful for the opportunity to present a proposal for Preconstruction Services for review and consideration. This Preconstruction Services proposal is based on an the following services:

SITE VISIT AND INVESTIGATION:
The following Manhattan Employees will travel to the project site:

1) Robbie Tiederman (MCC Project Director)
2) Michael Robertson (Preconstruction Manager)
3) Matt Fisher (Estimator)

The site visit will allow Manhattan precon and project teams to better understand the challenges and constraints associated with the project and its associated site.

PRECONSTRUCTION DELIVERABLES
A complete program will be built to include the following:

1) (1) Cost opinion
2) (1) Plan Review
3) (24) Hours of Utility Coordination Services
4) (1) Preconstruction Schedule
5) Public Interest Advertisements and Pre Bid Meetings
6) Required Public Solicitation Advertisements

PROJECT MEETINGS:
Preconstruction Review Meetings:

Manhattan will participate in one design review meeting to be scheduled at a later date, wth the final design review meeting to be scheduled upon completion of the deliverables stated below.

DOCUMENT REVIEW REPORTING:

1) As noted above MCC will provide one plan review with comments

BID DOCUMENT PREPARATION:

Manhattan anticipates three (5) Bid Packages for this project.

1) Earthwork

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2) Utilities
3) Asphalt Paving
4) Ladscape & Irrigation
5) Signage

The following documents will be prepared for bidding purposes:

1) Construction Managers Manual
2) Scope Packages
3) Construction Schedule
4) Logistics Plan
5) Staging Plan
6) Safety Plan

Manhattan will solicit contractors and vendors specifically for this project.

GMP PREPARATION AND PRESENTATION:

Both Bid Packages will include the following documents:

1) A letter of recommendation will provide for each bid package identifying the scope package number, scope package description, name of the recommended contractor and award amount.
2) Bid Day and Bid Leveling tabs
3) Schedule
4) Clarifications and Assumptions
5) Contract Amendment

CONSTRAINTS AND EXCLUSIONS:

1) Manhattan shall provide formal estimates of construction costs. The estimate shall be based on relevant and reliable estimating techniques, historical analysis of cost, vendor input. Manhattan shall provide as accurate of an estimate as is reasonably possible based on the project information available.

2) Manhattan will provide a cost estimate by Master Format Divisional breakdown. Additionally, the building will be identified separately from the site.

3) Manhattan will provide allowances for undefined items required for the completion of construction.

4) Manhattan is not liable for code compliance and/or interpretations relating to design performed by the Designer or any of its consultants or any Owner Consultant. Manhattan will assume design as provided is code compliant.

Manhattan Construction is proposing providing staff and personnel to perform the above noted services for a Not to Exceed Amount of ***Forty Four Thousand, Seven Hundred and Sixty Dollars. ($44,760.00)***

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Sincerely,

Michael Robertson
Director of Preconstruction
Manhattan Construction Company

Exhibit 2
Billable Rate Sheet

General Conditions

Piggyback Agreement

General Conditions

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GENERAL CONDITIONS

of the

CONSTRUCTION AGREEMENT

GENERAL CONDITIONS
ARTICLE I
DEFINITIONS

1.1 Definitions. For purposes of the Contract Documents, the following terms shall have the following meanings.

A. Acceptance: The acceptance of the Project into the Owner's operating public infrastructure.

B. Application for Payment: The form approved and accepted by the Owner, which is to be used by Contractor in requesting progress payments or final payment and which is to include such supporting documentation as is required by the Contract Documents.

C. Architect/Engineer: Kisinger Campo & Associates, Corp., a Florida corporation, registered and licensed to do business in the State of Florida.

D. Change Order: A written order signed by the Owner, the Architect/Engineer and the Contractor authorizing a change in the Project Plans and/or Specifications and, if necessary, a corresponding adjustment in the Contract Sum and/or Contract Time, pursuant to Article V.

E. Compensable Delay: Any delay beyond the control and without the fault or negligence of the Contractor resulting from Owner-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by Owner.

F. Contractor's Personnel: The Contractor's key personnel designated by Contractor.

G. Construction Services: The Construction Services to be provided by Contractor pursuant to Section 2.4, in accordance with the terms and provisions of the Contract Documents.

H. Contract Sum: The total compensation to be paid to the Contractor for Construction Services rendered pursuant to the Contract Documents, as set forth in Contractor's Bid (or Guaranteed Maximum Price Addendum), unless adjusted in accordance with the terms of the Contract Documents.

I. Construction Team: The working team established pursuant to Section 2.1.B.

J. Contract Time: The time period during which all Construction Services are to be completed pursuant to the Contract Documents, to be set forth in the Project Schedule.

K. Days: Calendar days except when specified differently. When time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day will be omitted from the computation.

L. Defective: When modifying the term "Work", referring to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or that does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or that has been damaged prior to Owner's approval of final payment (unless responsibility for the protection thereof has been assumed by Owner).

M. Excusable Delay: Any delay beyond the control and without the negligence of the Contractor, the Owner, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of a public enemy, fires, floods, freight embargoes, acts of government other than Owner or epidemics. Labor disputes and above average rainfall shall give rise only to excusable delays.

N. Field Directive: A written order issued by Owner which orders minor changes in the Work not involving a change in Contract Time, to be paid from the Owner's contingency funds.

O. Final Completion Date: The date upon which the Project is fully constructed and all Work required on the Project and Project Site is fully performed as verified in writing by the Owner.

P. Float or Slack Time: The time available in the Project Schedule during which an unexpected activity can be completed without delaying substantial completion of the Work.

Q. Force Majeure: Those conditions constituting excuse from performance as described in and subject to the conditions described in Article XII.

R. Inexcusable Delay: Any delay caused by events or circumstances within the control of the Contractor, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight or diligence on the part of the Contractor.

S. Non-prejudicial Delay: Any delay impacting a portion of the Work within the available total Float or Slack Time and not necessarily preventing Substantial Completion of the Work within the Contract Time.

T. Notice to Proceed: Written notice by Owner (after execution of Contract) to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform the Work.

U. Owner: Village of Estero, a Florida municipal corporation.

V. Owner's Project Representative: The individual designated by Owner to perform those functions set forth in Section 7.8.

W. Payment and Performance Bond: The Payment and Performance Bond security posted pursuant to Section 2.4.Y to guarantee payment and performance by the Contractor of its obligations hereunder.

X. Permitting Authority: Any applicable governmental authority acting in its governmental and regulatory capacity which is required to issue or grant any permit, certificate, license or other approval which is required as a condition precedent to the commencement or approved of the Work, or any part thereof, including the building permit.

Y. Prejudicial Delay: Any excusable or compensable delay impacting the Work and exceeding the total float available in the Project Schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

Z. Progress Report: A report to Owner that includes all information required pursuant to the Contract Documents and submitted in accordance with Section 2.4.EE, hereof.

AA. Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by Owner and by separate contractors. For the purposes of the Contract Documents, the term Project shall include all areas of proposed improvements and all areas which may reasonably be judged to have an impact on the Project.

BB. Project Costs: The costs incurred by the Contractor to plan, construct and equip the Project and included within, and paid as a component of, the Contract Sum.

CC. Project Manager: Subject to the prior written consent of Owner, the individual designated to receive notices on behalf of the Contractor, or such other individual designated by the Contractor, from time to time, pursuant to written notice in accordance with the Contract Documents.

DD. Project Plans and Specifications: The one hundred percent (100%) construction drawings and specifications prepared by the Architect/Engineer, and any changes, supplements, amendments or additions thereto approved by the Owner, which shall also include any construction drawings and final specifications required for the repair or construction of the Project, as provided herein.

EE. Project Schedule: The schedule and sequence of events for the commencement, progression and completion of the Project, developed pursuant to Section 2.3., as such schedule may be amended as provided herein.

FF. Project Site: The site depicted in the Project Plans and Specifications, inclusive of all rights of way, temporary construction easements or licensed or leased sovereign lands.

GG. Pre-operation Testing: All field inspections, installation checks, water tests, performance tests and necessary corrections required of Contractor to demonstrate that individual components of the Work have been properly constructed and do operate in accordance with the Contract Documents for their intended purposes.

HH. Procurement Ordinance: The Village of Estero, as amended from time to time.

II. Punch List Completion Date: The date upon which all previously incomplete or unsatisfactory items, as identified by the Contractor, the Architect/Engineer and/or the Owner are completed in a competent and workmanlike manner, consistent with standards for Work of this type and with good building practices in the State of Florida.

JJ. Subcontractor: Any individual (other than a direct employee of the Contractor) or organization retained by Contractor to plan, construct or equip the Project pursuant to Article IV.

KK. Substantial Completion and Substantially Complete: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy or completion and other permits, approvals, licenses, and other documents from any governmental authority which are necessary for the beneficial occupancy of the Project.

LL. Substantial Completion Date: The date on which the Project is deemed to be Substantially Complete, as evidenced by receipt of (i) the Architect/Engineer's certificate of Substantial Completion, (ii) written Acceptance of the Project by the Owner, and (iii) approvals of any other authority as may be necessary or otherwise required.

MM. Unit Price Work: Work to be paid for on the basis of unit prices.

NN. Work: The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

OO. Work Directive Change: A written directive to Contractor, issued on or after the effective date of the Agreement pursuant to Section 5.8 and signed by Owner's Project Representative, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or responding to emergencies.

ARTICLE II
RELATIONSHIP AND RESPONSIBILITIES

2.1 Relationship between Contractor and Owner. The Contractor accepts the relationship of trust and confidence established with Owner pursuant to the Contract Documents. The Contractor shall furnish its best skill and judgment and cooperate with Owner and Owner's Project Representative in furthering the interests of the Owner. The Contractor agrees to provide the professional services required to complete the Project consistent with the Owner's direction and the terms of the Contract Documents. All services provided hereunder by Contractor, either directly or through Subcontractors, shall be provided in accordance with sound construction practices and applicable professional construction standards.

A. Purpose. The purpose of the Contract Documents is to provide for the provision of construction services for the Project on the Project Site by the Contractor, and construction of the Project by the Contractor in accordance with the Project Plans and Specifications. The further purpose of the Contract Documents is to define and delineate the responsibilities and obligations of the parties to the Contract Documents and to express the desire of all such parties to cooperate together to accomplish the purposes and expectations of the Contract Documents.

B. Construction Team. The Contractor, Owner and Architect/Engineer shall be called the "Construction Team" and shall work together as a team commencing upon full execution of the Contract Documents through Substantial Completion. As provided in Section 2.2, the Contractor and Architect/Engineer shall work jointly through completion and shall be available thereafter should additional services be required. The Contractor shall provide leadership to the Construction Team on all matters relating to construction. The Contractor understands, acknowledges and agrees that the Architect/Engineer shall provide leadership to the Construction Team on all matters relating to design.

C. Owner's Reliance on Bid (or Guaranteed Maximum Price Addendum). The Contractor acknowledges that the representations, statements, information and pricing contained in its Bid (or Guaranteed Maximum Price Addendum) have been relied upon by the Owner and have resulted in the award of this Project to the Contractor.

2.2 General Contractor Responsibilities. In addition to the other responsibilities set forth herein, the Contractor shall have the following responsibilities pursuant to the Contract Documents:

A. Personnel. The Contractor represents that it has secured, or shall secure, all personnel necessary to perform the Work, none of whom shall be employees of the Owner. Primary liaison between the Contractor and the Owner shall be through the Owner's Project Representative and Contractor's Project Manager. All of the services required herein shall be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in the Work shall be fully qualified and shall be authorized or permitted under law to perform such services.

B. Cooperation with Architect/Engineer. The Contractor's services shall be provided in conjunction with the services of the Architect/Engineer. In the performance of professional services, the Contractor acknowledges that time is critical for Project delivery. The Contractor acknowledges that timely construction utilizing the services of an Architect/Engineer and a Contractor requires maximum cooperation between all parties.

C. Timely Performance. The Contractor shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work, in accordance with the Project Schedule. Verification of estimated Project Schedule goals will be made as requested by the Owner.

D. Duty to Defend Work. In the event of any dispute between the Owner and any Permitting Authority that relates to the quality, completeness or professional workmanship of the Contractor's services or Work, the Contractor shall, at its sole cost and expense, cooperate with the Owner to defend the quality and workmanship of the Contractor's services and Work.

E. Trade and Industry Terminology. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids (or at the time of execution of the Guaranteed Maximum Price Addendum), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner or Contractor, or any of their agents or employees from those set forth in the Contract Documents. Computed dimensions shall govern over scaled dimensions.

2.3 Project Schedule. The Contractor, within ten (10) days after being awarded the Contract, shall prepare and submit for the Owner's and Architect/Engineer's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of Work.

A. The Project Schedule shall show a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of Work, subject to review of Owner and Architect/Engineer and approval or rejection by Owner. The Project Schedule shall show, at a minimum, the approximate dates on which each segment of the Work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The Project Schedule shall include all phases of procurement, approval of shop drawings, proposed Change Orders in progress, schedules for Change Orders, and performance testing requirements. The Project Schedule shall include a construction commencement date and Project Substantial Completion Date, which dates shall accommodate known or reasonably anticipated geographic, atmospheric and weather conditions.

B. The Project Schedule shall serve as the framework for the subsequent development of all detailed schedules. The Project Schedule shall be used to verify Contractor performance and to allow the Owner's Project Representative to monitor the Contractor's efforts.

C. The Project Schedule may be adjusted by the Contractor pursuant to Article V. The Owner shall have the right to reschedule Work provided

such rescheduling is in accord with the remainder of terms of the Contract Documents.

D. The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect/Engineer's approval. The Architect/Engineer's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect/Engineer reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

E. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect/Engineer.

2.4 Construction Services. The Contractor shall provide the following Construction Services:

A. Construction of Project. The Contractor shall work from the receipt of a Notice to Proceed through the Substantial Completion of the Project in accordance with the terms of the Contract Documents to manage the construction of the Project. The Construction Services provided by the Contractor to construct the Project shall include without limitation (1) all services necessary and commensurate with established construction standards, and (2) all services described in the Invitation for Bid (or Request for Proposal) and the Bid (or Guaranteed Maximum Price Addendum).

B. Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. Contractor shall start to perform the Work on the date specified in the Notice to Proceed, but no Work shall be done at the site prior to the issuance of the Notice to Proceed.

C. Quality of Work. If at any time the labor used or to be used appears to the Owner as insufficient or improper for securing the quality of Work required or the required rate of progress, the Owner may order the Contractor to increase its efficiency or to improve the character of its Work, and the Contractor shall conform to such an order. Any such order shall not entitle Contractor to any additional compensation or any increase in Contract Time. The failure of the Owner to demand any increase of such efficiency or any improvement shall not release the Contractor from its obligation to secure the quality of Work or the rate of progress necessary to complete the Work within the limits imposed by the Contract Documents. The Owner may require the Contractor to remove such personnel as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Project is deemed to be contrary to the Owner's interest. The Contractor shall provide good quality workmanship and shall promptly correct construction defects without additional compensation. Acceptance of the Work by the Owner shall not relieve the Contractor of the responsibility for subsequent correction of any construction defects.

D. Materials. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Architect/Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable supplier except as otherwise provided in the Contract Documents.

E. Accountability for Work. The Contractor shall be solely accountable for its Work, including plans review and complete submittals. The Contractor shall be solely responsible for means and methods of construction.

F. Contract Sum. The Contractor shall construct the Project so that the Project can be built for a cost not to exceed the Contract Sum.

G. Governing Specifications. The Project shall be constructed in accordance with applicable Owner design standards and guidelines. In the absence of specified Owner design standards or guidelines, the Architect/Engineer shall use, and the Contractor shall comply with, the most recent version of the applicable FDOT or AASHTO design standards. In general, the Project shall be constructed by the Contractor in accordance with applicable industry standards. The Contractor shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications or other mandates relevant to the Project or the services to be performed.

H. Adherence to Project Schedule. The development and equipping of the Project shall be undertaken and completed in accordance with the Project Schedule, and within the Contract Time described therein.

I. Superintendent. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

(1) The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect/Engineer the name and qualifications of the proposed superintendent. The Architect/Engineer may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect/Engineer has reasonable objection to the proposed superintendent or (2) that the Architect/Engineer requires additional time to review. Failure of the Architect/Engineer to reply within 14 days shall constitute notice of no reasonable objection.

(2) The Contractor shall not employ a proposed superintendent to whom the Owner or Architect/Engineer has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not be unreasonably withheld or delayed.

J. Work Hours. Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent

thereto and except as otherwise indicated in the Contract Documents or Village Code, all Work at the site shall be performed during regular working hours, and Contractor shall not permit overtime work or the performance of Work on a Saturday, Sunday or legal holiday without Owner's written consent given after prior notice to Architect/Engineer (at least seventy-two (72) hours in advance).

K. Overtime-Related Costs. Contractor shall pay for all additional Architect/Engineering charges, inspection costs and Owner staff time for any overtime work which may be authorized. Such additional charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by Owner on account of such overtime work. At Owner's option, such overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment.

L. Insurance, Overhead and Utilities. Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

M. Cleanliness. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project Site. Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from Contractor.

N. Loading. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

O. Safety and Protection. Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

(1) All employees on the Work and other persons and organizations who may be affected thereby;

(2) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and

(3) Other property at the Project Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic for the public and preservation of the Owner's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for safety and protection with regard to the Work shall continue until such time as all the Work is completed.

P. Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the Project Site or adjacent thereto, Contractor, without special instruction or authorization from Architect/Engineer or Owner, shall act to prevent threatened damage, injury or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner determines that a change in the Project is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variation.

Q. Substitutes. For substitutes not included with the Bid (or Guaranteed Maximum Price Addendum), but submitted after the effective date of the Agreement (or Guaranteed Maximum Price Addendum), Contractor shall make written application to Architect/Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Architect/Engineer in evaluating the proposed substitute. Architect/Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed substitute. In rendering a decision, Owner, Architect/Engineer and Contractor shall have access to any available Float Time in the Project Schedule. In the event that substitute materials or equipment not included as part of the Bid (or Guaranteed Maximum Price Addendum), but proposed after the effective date of the Contract Documents, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the Owner and an appropriate Change Order executed to adjust the Contract Sum.

(1) If a specific means, method, technique, sequence of procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Architect/Engineer if Contractor submits sufficient information to allow Architect/Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents.

(2) Architect/Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Architect/Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without Architect/Engineer's prior written acceptance which will

be evidenced by either a Change Order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

(3) Contractor shall reimburse Owner for the charges of Architect/Engineer and Architect/Engineer's Consultants for evaluating each proposed substitute submitted after the effective date of the Contract Documents and all costs resulting from any delays in the Work while the substitute was undergoing review.

R. Surveys and Stakes. The Contractor shall furnish, free of charge, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the Work. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the Project or parts of the Project critical are involved, the Contractor shall employ a competent surveyor who is registered in the State of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the Work. The Contractor shall be held responsible for the preservation of all stakes and marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they shall be immediately and accurately replaced by the Contractor.

S. Suitability of Project Site. The Contractor has, by careful examination, satisfied itself as to the nature and location of the Work and all other matters which can in any way affect the Work, including, but not limited to details pertaining to borings, as shown on the drawings. Such boring information is not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the Project Site, approximately at the locations indicated. The Contractor has examined boring data, where available, made its own interpretation of the subsurface conditions and other preliminary data, and has based its Bid (or Guaranteed Maximum Price Addendum) on its own opinion of the conditions likely to be encountered. Except as specifically provided in Sections 2.4.U., 5.4 and 5.5, no extra compensation or extension of time will be considered for any Project Site conditions that existed at the time of bidding (or at the time of execution of the Guaranteed Maximum Price Addendum). No verbal agreement or conversation with any officer, agent or employee of the Owner, before or after the execution of the Agreement, shall affect or modify any of the terms or obligations herein contained.

T. Project Specification Errors. If the Contractor, in the course of the Work, finds that the drawings, specifications or other Contract Documents cannot be followed, the Contractor shall immediately inform the Owner in writing, and the Owner shall promptly check the accuracy of the information. Any Work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's sole risk of non-payment and delay.

U. Remediation of Contamination: Owner and Contractor recognize that remediation of subsurface conditions may be necessary due to potential hazardous materials contamination. Because the presence or extent of any contamination is not known, Contractor shall include no cost in the Contract Sum, and no time in the Project Schedule, for cost or delays that might result from any necessary remediation. The Project Schedule will provide a period of time between demolition activities and the start of the next activity to commence any

remediation if needed. Contractor shall use all reasonable efforts in scheduling the Project to minimize the likelihood that remediation delays construction. Any hazardous materials remediation Work which Contractor agrees to perform shall be done pursuant to a Change Order or amendment consistent with the following:

(1) The dates of Substantial Completion shall be equitably adjusted based on delays, if any, incurred in connection with remediation efforts.

(2) Contractor, and any Subcontractors which have mobilized on the Project Site, shall be paid for demonstrated costs of overhead operations at the Project Site during any period of delay in excess of seven (7) days, except to the extent that Work proceeds concurrently with remediation. The categories of costs to be reimbursed are limited to those reasonably incurred at the jobsite during the delay period (such as trailers or offices, telephones, faxes, and the like); equipment dedicated to the Project and located at the Project Site; salaries and associated costs of personnel dedicated to the Project to the extent that they do not perform Work on other projects; and other jobsite costs that are reasonable and which are incurred during the delay period. Subcontractors and suppliers which have not mobilized are limited to the costs set forth in Section 2.4.U(3).

(3) Contractor and any Subcontractor or supplier on the Project who is eligible for compensation shall be paid any demonstrated costs of escalation in materials or labor, and reasonable costs of off-site storage of materials identified to the Project, arising as a result of any delay in excess of seven (7) days. Such Contractor, Subcontractors and suppliers are obligated to take all reasonable steps to mitigate escalation costs, such as through early purchase of materials.

(4) Contractor, for itself and all Subcontractors and suppliers on the Project, hereby agrees that the extension of time for delays under Section 2.4.U(1), and payment of the costs identified in Sections 2.4.U(2) and/or Section 2.4.U(3), are the sole remedies for costs and delays described in this Section, and waives all claims and demands for extended home office overhead (including, but not limited to, “Eichleay” claims), lost profit or lost opportunities, and any special, indirect, or consequential damages arising as a result of delays described in this Section. The Contract Sum shall be adjusted to reflect payment of allowable costs.

(5) If any delay described in this section causes the time or cost for the Project to exceed the Contract Time or the Contact Sum, then the Owner may terminate the Agreement pursuant to Section 14.2.

(6) Contractor and any Subcontractor or supplier seeking additional costs under this Section 2.4.U. shall promptly submit estimates or any costs as requested by Owner, and detailed back-up for all costs when payment is sought or whenever reasonably requested by Owner. All costs are auditable, at Owner’s discretion. Bid, estimate and pricing information

reasonably related to any request for additional compensation will be provided promptly upon request.

(7) Contractor shall include provisions in its subcontracts and purchase orders consistent with this Section.

V. Interfacing.

(1) The Contractor shall take such measures as are necessary to ensure proper construction and delivery of the Project, including but not limited to providing that all procurement of long-lead items, the separate construction Subcontractors, and the general conditions items are performed without duplication or overlap to maintain completion of all Work on schedule. Particular attention shall be given to provide that each Subcontractor bid package clearly identifies the Work included in that particular separate subcontract, its scheduling for start and completion, and its relationship to other separate contractors.

(2) Without assuming any design responsibilities of the Architect/Engineer, the Contractor shall include in the Progress Reports required under this Section 2.4 comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Architect/Engineer may arrange for necessary corrections.

W. Job Site Facilities. The Contractor shall arrange for all job site facilities required and necessary to enable the Contractor and Architect/Engineer to perform their respective duties and to accommodate any representatives of the Owner which the Owner may choose to have present on the job.

X. Weather Protection. The Contractor shall provide temporary enclosures of building areas in order to assure orderly progress of the Work during periods when extreme weather conditions are likely to be experienced. The Contractor shall also be responsible for providing weather protection for Work in progress and for materials stored on the Project Site. A contingency plan shall be prepared upon request of the Owner for weather conditions that may affect the construction.

Y. Payment and Performance Bond. Prior to the construction commencement date, the Contractor shall obtain, for the benefit of and directed to the Owner, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the Contractor of its obligations under the Contract Documents, including but not limited to the construction of the Project on the Project Site and the payment of all obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Contractor to provide the Payment and Performance Bond shall be approved by the Owner prior to the issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that the surety is rated A or better by Best's Key Guide, latest edition.

Z. Construction Phase; Building Permit; Code Inspections. Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

(1) Building Permit. The Owner and Architect/Engineer shall provide such information to any Permitting Authority as is necessary to obtain approval from the Permitting Authority to commence construction prior to beginning construction. The Contractor shall pull any required building permit, and shall be responsible for delivering and posting the building permit at the Project Site prior to the commencement of construction. The cost of the building permit is included in the Contract Sum. The Owner and Architect/Engineer shall fully cooperate with the Contractor when and where necessary.

(2) Code Inspections. The Project requires detailed code compliance inspection during construction in disciplines determined by any Permitting Authority. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing general building and fire. The Contractor shall notify the appropriate inspector(s) and the Architect/Engineer, no less than 24 hours in advance, when the Work is ready for inspection and before the Work is covered up. All inspections shall be made for conformance with the applicable ordinances and building codes. Costs for all re-inspections of Work found defective and subsequently repaired shall not be included as Project Costs and shall be borne by the Contractor or as provided in the contract between Contractor and Subcontractor.

(3) Contractor's Personnel. The Contractor shall maintain sufficient off-site support staff and competent full-time staff at the Project Site authorized to act on behalf of the Contractor to coordinate, inspect, and provide general direction of the Work and progress of the Subcontractors. At all times during the performance of the Work, the Owner shall have the right to demand replacement of Contractor Personnel to whom the Owner has reasonable objection, without liability to the Contractor.

(4) Lines of Authority. To provide general direction of the Work, the Contractor shall establish and maintain lines of authority for its personnel and shall provide this information to the Owner and all other affected parties, such as the code inspectors of any Permitting Authority, the Subcontractors, and the Architect/Engineer. The Owner and Architect/Engineer may attend meetings between the Contractor and his Subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of the Contractor to administer the subcontracts.

AA. Quality Control. The Contractor shall develop and maintain a program, acceptable to the Owner and Architect/Engineer, to assure quality control of the construction. The Contractor shall be responsible for and supervise the Work of all Subcontractors, providing

instructions to each when their Work does not conform to the requirements of the Project Plans and Specifications, and the Contractor shall continue to coordinate the Work of each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should a disagreement occur between the Contractor and the Architect/Engineer over the acceptability of the Work, the Owner, at its sole discretion and in addition to any other remedies provided herein, shall have the right to determine the acceptability, provided that such determination is consistent with standards for construction projects of this type and generally accepted industry standards for workmanship in the State of Florida.

BB. Management of Subcontractors. All Subcontractors shall be compensated in accordance with Article IV. The Contractor shall solely control the Subcontractors. The Contractor shall negotiate all Change Orders and Field Orders with all affected Subcontractors and shall review the costs and advise the Owner and Architect/Engineer of their validity and reasonableness, acting in the Owner's best interest. When there is an imminent threat to health and safety, and Owner's Project Representative concurrence is impractical, the Contractor shall act immediately to remove the threats to health and safety and shall subsequently fully inform Owner of all such action taken. The Contractor shall also carefully review all shop drawings and then forward the same to the Architect/Engineer for review and actions. The Architect/Engineer will transmit them back to the Contractor, who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The Contractor shall maintain a suspense control system to promote expeditious handling. The Contractor shall request the Architect/Engineer to make interpretations of the drawings or specifications requested of him by the Subcontractors and shall maintain a business system to promote timely response. The Contractor shall inform the Architect/Engineer which shop drawings or requests for clarification have the greatest urgency, so as to enable the Architect/Engineer to prioritize requests coming from the Contractor. The Contractor shall advise the Owner and Architect/Engineer when timely response is not occurring on any of the above.

CC. Job Requirements.

(1) The Contractor shall provide each of the following as a part of its services hereunder:

(a) Maintain a log of daily activities, including manpower records, equipment on site, weather, delays, major decisions, etc;

(b) Maintain a roster of companies on the Project with names and telephone numbers of key personnel;

(c) Establish and enforce job rules governing parking, clean-up, use of facilities, and worker discipline;

(d) Provide labor relations management and equal opportunity employment for a harmonious, productive Project;

(e) Provide and administer a safety program for the Project and monitor for subcontractor compliance without relieving them of

responsibilities to perform Work in accordance with best acceptable practice;

(f) Provide a quality control program as provided under Section 2.4.C above;

(g) Provide miscellaneous office supplies that support the construction efforts which are consumed by its own forces;

(h) Provide for travel to and from its home office to the Project Site and to those other places within Lee County as required by the Project;

(i) Verify that tests, equipment, and system start-ups and operating and maintenance instructions are conducted as required and in the presence of the required personnel and provide adequate records of same to the Architect/Engineer;

(j) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Agreement, Owner/Architect/Engineer's clarifications and interpretations of the Contract Documents, progress reports, as-built drawings, and other project related documents;

(k) Keep a diary or logbook, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures, and provide copies of same to Owner/Architect/Engineer;

(l) Record names, addresses and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment;

(m) Furnish Owner/Architect/Engineer periodic reports, as required, of progress of the Work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions;

(n) Consult with Owner/Architect/Engineer in advance of scheduling major tests, inspections or start of important phases of the Work;

(o) Verify, during the course of the Work, that certificates, maintenance and operations manuals and other data required to be

assembled and furnished are applicable to the items actually installed, and deliver same to Owner/Architect/Engineer for review prior to final Acceptance of the Work; and

(p) Cooperate with Owner in the administration of grants.

(2) The Contractor shall provide personnel and equipment, or shall arrange for separate Subcontractors to provide each of the following as a Project Cost:

(a) Services of independent testing laboratories, and provide the necessary testing of materials to ensure conformance to contract requirements; and

(b) Printing and distribution of all required bidding documents and shop drawings, including the sets required by Permitting Authority inspectors.

DD. As-Built Drawings. The Contractor shall continuously review as-built drawings and mark up progress prints to provide as much accuracy as possible. Prior to, and as a requirement for authorizing final payment to the Contractor due hereunder, the Contractor shall provide to the Owner an original set of marked-up, as-built Project Plans and Specifications and an electronic format of those records showing the location and dimensions of the Project as constructed, which documents shall be certified as being correct by the Contractor and the Architect/Engineer. Final as-built drawings shall be signed and sealed by a registered Florida surveyor.

EE. Progress Reports. The Contractor shall forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the Work under the Contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.

FF. Contractor's Warranty. The Contractor warrants to the Owner and Architect/Engineer that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements will be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

(1) Contractor shall use its best efforts and due diligence to ensure that during the warranty period, those entities or individuals who have provided direct warranties to the Owner as required by the Contract Documents perform

all required warranty Work in a timely manner and at the sole cost and expense of such warranty providers. Any such cost or expense not paid by the warranty providers shall be paid by the Contractor, to include any costs and attorney's fees incurred in warranty-related litigation between Contractor and any Subcontractors.

(2) The Contractor shall secure guarantees and warranties of Subcontractors, equipment suppliers and materialmen, and assemble and deliver same to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation. The Contractor shall collect and deliver to the Owner any specific written guaranties or warranties given by others as required by subcontracts.

(3) At the Owner's request, the Contractor shall conduct, jointly with the Owner and the Architect/Engineer, no more than two (2) warranty inspections within three (3) years after the Substantial Completion Date.

GG. Apprentices. If Contractor employs apprentices, their performance of Work shall be governed by and comply with the provisions of Chapter 446, Florida Statutes.

HH. Schedule of Values. Unit prices shall be established for this Contract by the submission of a schedule of values within ten (10) days of receipt of the Notice to Proceed. The schedule shall include quantities and prices of items equaling the Contract Sum and will subdivide the Work into components in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of overhead and profit applicable to each item of Work. Upon request of the Owner, the Contractor shall support the values with data which will substantiate their correctness.

II. Other Contracts. The Owner reserves the right to let other Contracts in connection with this Work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and execution of their Work, and promptly connect and coordinate the Work with theirs.

ARTICLE III
COMPENSATION

3.1 Compensation. The Contract Sum constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Sum.

A. Adjustments. The Contract Sum may only be changed by Change Order or by a written amendment. Any claim for an increase or decrease in the Contract Sum shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within fifteen (15) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the

claimant is entitled as a result of the occurrence of said event. Failure to deliver a claim within the requisite 15–day period shall constitute a waiver of the right to pursue said claim.

B. Valuation. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Sum shall be determined in one of the following ways (at Owner's discretion):

(1) In the case of Unit Price Work, in accordance with Section 3.1.C, below; or

(2) By mutual acceptance of lump sum; or

(3) On the basis of the cost of the Work, plus a negotiated Contractor's fee for overhead and profit. Contractor shall submit an itemized cost breakdown together with supporting data.

C. Unit Price Work. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment pursuant to a requested Change Order under the following conditions:

(1) If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Sum and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and

(2) If there is no corresponding adjustment with respect to any other item of Work; and

(3) If Contractor believes that it has incurred additional expense as a result thereof; or

(4) If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or

(5) If the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

3.2 Schedule of Compensation. All payments for services and material under the Contract Documents shall be made in accordance with the following provisions.

A. Periodic Payments for Services. The Contractor shall be entitled to receive payment for Construction Services rendered pursuant to Section 2.4 in periodic payments which shall reflect a fair apportionment of cost and schedule of values of services furnished prior to payment, subject to the provisions of this Section.

B. Payment for Materials and Equipment. In addition to the periodic payments authorized hereunder, payments may be made for material and equipment not

incorporated in the Work but delivered and suitably stored at the Project Site, or another location, subject to prior approval and acceptance by the Owner on each occasion.

C. Credit toward Contract Sum. All payments for Construction Services made hereunder shall be credited toward the payment of the Contract Sum as Contractor's sole compensation for the construction of the Project.

3.3 Invoice and Payment. All payments for services and materials under the Contract Documents shall be invoiced and paid in accordance with the following provisions.

A. Invoices. The Contractor shall submit to the Owner periodic invoices for payment, in a form acceptable to the Owner, which shall include a sworn statement certifying that, to the best of the Contractor's knowledge, information and belief, the construction has progressed to the point indicated, the quality and the Work covered by the invoice is in accord with the Project Plans and Specifications, and the Contractor is entitled to payment in the amount requested, along with the cost reports required pursuant to Article II, showing in detail all monies paid out, Project Costs accumulated, or Project Cost incurred during the previous period. This data shall be attached to the invoice.

B. Additional Information; Processing of Invoices. Should an invoiced amount appear to exceed the Work effort believed to be completed, the Owner may, prior to processing of the invoice for payment, require the Contractor to submit satisfactory evidence to support the invoice. All progress reports and invoices shall be delivered to the attention of the Owner's Project Representative. Invoices not properly prepared (mathematical errors, billing not reflecting actual Work done, no signature, etc.) shall be returned to the Contractor for correction.

C. Architect/Engineer's Approval. Payment for Work completed shall be subject to the Architect/Engineer approving the payment requested by the Contractor and certifying the amount thereof that has been properly incurred and is then due and payable to the Contractor, and identifying with specificity any amount that has not been properly incurred and that should not be paid.

D. Warrants of Contractor with Respect to Payments. The Contractor warrants that (1) upon payment of any retainage, materials and equipment covered by a partial payment request will pass to Owner either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first; (2) Work, materials and equipment covered by previous partial payment requests shall be free and clear of liens, claims, security interests, or encumbrances, hereinafter referred to as "liens"; and (3) no Work, materials or equipment covered by a partial payment request which has been acquired by the Contractor or any other person performing Work at the Project Site, or furnishing materials or equipment for the Project, shall be subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or any other person.

E. All Compensation Included. Contractor's compensation includes full payment for services set forth in the Contract Documents, including but not limited to overhead, profit, salaries or other compensation of Contractor's officers, partners and/or employees, general operating expenses incurred by Contractor and relating to this Project, including the cost of management, supervision and data processing staff, job office equipment and supplies, and other similar items.

ARTICLE IV
SUBCONTRACTORS

4.1 Subcontracts. At the Owner's request, the Contractor shall provide Owner's Project Representative with copies of all proposed and final subcontracts, including the general and supplementary conditions thereof.

A. Subcontracts Generally. All subcontracts shall: (1) require each Subcontractor to be bound to Contractor to the same extent Contractor is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor, (2) provide for the assignment of the subcontracts from Contractor to Owner at the election of Owner, upon termination of Contractor, (3) provide that Owner will be an additional indemnified party of the subcontract, (4) provide that Owner will be an additional insured on all insurance policies required to be provided by the Subcontractor, except workers' compensation, (5) assign all warranties directly to Owner, and (6) identify Owner as an intended third-party beneficiary of the subcontract.

(1) A Subcontractor is a person or entity who has a direct contract with Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

(2) A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

B. No Damages for Delay. Except when otherwise expressly agreed to by Owner in writing, all subcontracts shall provide:

> "LIMITATION OF REMEDIES – NO DAMAGES FOR DELAY. The Subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect/Engineer or attributable to the Owner or Architect/Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim."

Each subcontract shall require that any claims by the Subcontractor for delay must be submitted to the Contractor within the time and in the manner in which the Contractor must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

C. Subcontractual Relations. The Contractor shall require each Subcontractor to assume all the obligations and responsibilities which the Contractor owes the Owner pursuant to the Contract Documents, by the parties to the extent of the Work to be performed by the

Subcontractor. Said obligations shall be made in writing and shall preserve and protect the rights of the Owner and Architect/Engineer, with respect to the Work to be performed by the Subcontractor, so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with its sub-subcontractors.

D. Insurance; Acts and Omissions. Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Contractor by the Owner. The Contractor shall be responsible to the Owner for the acts and omissions of its employees, agents, Subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to the Contractor.

4.2 Relationship and Responsibilities. Except as specifically set forth herein with respect to direct materials acquisitions by Owner, nothing contained in the Contract Documents or in any Contract Document does or shall create any contractual relation between the Owner or Architect/Engineer and any Subcontractor. Specifically, the Contractor is not acting as an agent of the Owner with respect to any Subcontractor. The utilization of any Subcontractor shall not relieve Contractor from any liability or responsibility to Owner, or obligate Owner to the payment of any compensation to the Subcontractor or additional compensation to the Contractor.

4.3 Payments to Subcontractors; Monthly Statements. The Contractor shall be responsible for paying all Subcontractors from the payments made by the Owner to Contractor pursuant to Article III, subject to the following provisions:

A. Payment. The Contractor shall, no later than ten (10) days after receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, pay to each Subcontractor the amount to which the Subcontractor is entitled in accordance with the terms of the Contractor's contract with such Subcontractor. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-Subcontractors in a similar manner. After receipt of payment from Owner, if the need should arise to withhold payments to Subcontractors for any reason, as solely determined by Contractor, the Contractor shall promptly restore such monies to the Owner, adjusting subsequent pay requests and Project bookkeeping as required.

B. Final Payment of Subcontractors. The final payment of retainage to Subcontractors shall not be made until the Project has been inspected by the Architect/Engineer or other person designated by the Owner for that purpose, and until both the Architect/Engineer and the Contractor have issued a written certificate that the Project has been constructed in accordance with the Project Plans and Specifications and approved Change Orders. Before issuance of final payment to any Subcontractor without any retainage, the Subcontractor shall submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted, and instruction for the Owner's operating and maintenance personnel is complete. Final payment may be made to certain select Subcontractors whose Work is satisfactorily completed prior to the completion of the Project, but only upon approval of the Owner's Project Representative.

4.4 Responsibility for Subcontractors. As provided in Section 2.4.BB, Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, suppliers

and other persons and organizations performing or furnishing any of the Work under a direct or indirect Contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

4.5 Contingent Assignment of Subcontracts. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that:

(1) assignment is effective only after termination of the Contract by the Owner for cause pursuant to Article XIV and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

(2) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Agreement.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract. Upon such assignment, if the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension. Upon such assignment to the Owner, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all the successor contractor's obligations under the subcontract.

ARTICLE V
CHANGES IN WORK

5.1 General. Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order, Work Directive Change or order for a minor change in the Work, subject to the limitations stated in this Article V and elsewhere in the Contract Documents. A Change Order shall be based upon agreement among the Owner, Contractor and Architect/Engineer; a Work Directive Change requires agreement by the Owner and Architect/Engineer and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect/Engineer alone. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Work Directive Change or order for a minor change in the Work.

5.2 Minor Changes in the Work. The Owner or Architect/Engineer shall have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such change will be affected by written order signed by the Architect/Engineer and shall be binding on the Owner and Contractor. The Contractor shall abide by and make such minor changes. Such changes shall be affected by a Field Directive or a Work Directive Change. Documentation of changes shall be determined by the Construction Team, and displayed monthly in the Progress Reports. Because such changes shall not affect the Contract Sum to be paid to the Contractor, they shall not require a Change Order pursuant to Section 5.6.

5.3 Emergencies. In any emergency affecting the safety of persons or property, the Contractor shall act at its discretion to prevent threatened damage, injury, or loss. Any increase in the Contract Sum or extension of time claimed by the Contractor on account of emergency Work shall be determined as provided in Section 5.6. However, whenever practicable, the Contractor shall obtain verbal concurrence of the Owner's Project Representative and Architect/Engineer where the act will or may affect the Contract Sum or Contract Time.

5.4 Concealed Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect/Engineer before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Architect/Engineer will promptly investigate such conditions and, if the Architect/Engineer determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect/Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect/Engineer shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect/Engineer's determination or recommendation, that party may proceed as provided in Article VIII.

5.5 Hazardous Materials. In the event the Contractor encounters on the Project Site material reasonably believed to be hazardous, petroleum or petroleum related products, or other hazardous or toxic substances, except as provided in Section 2.4.U, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect/Engineer in writing. The Work in the affected area shall not thereafter be resumed except by written amendment, if in fact the material or substance has not been rendered harmless. The Work in the affected area shall be resumed when the Project Site has been rendered harmless, in accordance with the final determination by the Architect/Engineer or other appropriate professional employed by Owner. The Contractor shall not be required to perform without its consent any Work relating to hazardous materials, petroleum or petroleum related products, or other hazardous or toxic substances. In the event the Contractor encounters on the Project Site materials believed in good faith to be hazardous or contaminated material, and the presence of such hazardous or contaminated material was not known and planned for at the time the Contractor submitted its Bid (or Guaranteed Maximum Price proposal), and it is necessary for the Contractor to stop Work in the area affected and delays Work for more than a seven (7) day period, adjustments to the Contract Sum and/or Contract Time shall be made in accordance with this Article V.

5.6 Change Orders; Adjustments to Contract Sum.

A. Change Orders Generally. The increase or decrease in the Contract Sum resulting from a change authorized pursuant to the Contract Documents shall be determined:

(1) By mutual acceptance of a lump sum amount properly itemized and supported by sufficient substantiating data, to permit evaluation by the Architect/Engineer and Owner; or

(2) By unit prices stated in the Agreement or subsequently agreed upon; or

(3) By any other method mutually agreeable to Owner and Contractor.

If Owner and Contractor are unable to agree upon increases or decreases in the Contract Sum and the Architect/Engineer certifies that the work needs to be commenced prior to any such agreement, the Contractor, provided it receives a written Change Order signed by or on behalf of the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Owner, through the Architect/Engineer, will establish an estimated cost of the Work and the Contractor shall not perform any Work whose cost exceeds that estimated without prior written approval by the Owner. In such case, the Contractor shall keep and present in such form as the Owner may prescribe an itemized accounting, together with appropriate supporting data of the increase in overall costs of the Project. The amount of any decrease in the Contract Sum to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in costs will be the amount of the actual net decrease.

5.7 Unit Prices. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices and Contract Sum shall be equitably adjusted.

5.8 Owner-Initiated Changes. Without invalidating the Agreement and without notice to any Surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a Field Directive, a Change Order, or a Work Directive Change, as the case may be. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). A Work Directive Change may not change the Contract Sum or the Contract Time; but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Sum or Contract Time.

5.9 Unauthorized Work. Contractor shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents.

5.10 Defective Work. Owner and Contractor shall execute appropriate Change Orders (or written amendments) covering changes in the Work which are ordered by Owner, or which may be required because of acceptance of defective Work, without adjustment to the Contract Sum.

5.11 Estimates for Changes. At any time Architect/Engineer may request a quotation from Contractor for a proposed change in the Work. Within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the Contract Sum or Contract Time for the proposed change. Architect/Engineer shall have twenty one (21) calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Architect/Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

5.12 Form of Proposed Changes. The form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the Owner. Standard Owner forms shall be utilized.

5.13 Changes to Contract Time. The Contract Time may only be changed pursuant to a Change Order or a written amendment to the Contract Documents. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional Work; or to fires, floods, epidemics, abnormal weather conditions or acts of God. Failure to deliver a written notice of claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

ARTICLE VI
ROLE OF ARCHITECT/ENGINEER

6.1 General.

A. Retaining. The Owner shall retain an Architect/Engineer (whether an individual or an entity) lawfully licensed to practice in Florida. That person or entity is identified as the Architect/Engineer in the Agreement and is referred to throughout the Contract Documents as if singular in number.

B. Duties. Duties, responsibilities and limitations of authority of the Architect/Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Architect/Engineer. Consent shall not be unreasonably withheld.

C. Termination. If the employment of the Architect/Engineer is terminated, the Owner shall employ a successor Architect/Engineer as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect/Engineer.

6.2 Administration. The Architect/Engineer will provide administration of the Agreement as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect/Engineer approves the final Application for Payment. The Architect/Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

A. Site Visits. The Architect/Engineer will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work complete, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Unless specifically instructed by Owner, the Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect/Engineer will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

B. Reporting. On the basis of the site visits, the Architect/Engineer will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect/Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect/Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

6.3 Interpretation of Project Plans and Specifications. The Architect/Engineer will be the interpreter of the requirements of the Project Plans and Specifications. Upon receipt of comments or objections by Contractor or Owner, the Architect/Engineer will make decisions on all claims, disputes, or other matters pertaining to the interpretation of the Project Plans and Specifications.

6.4 Rejection of Non-Conforming Work. Upon consultation with Owner, the Architect/Engineer shall have the authority to reject Work which does not conform to the Project Plans and Specifications.

6.5 Correction of Work. The Contractor shall promptly correct all Work rejected by the Architect/Engineer for being defective or as failing to conform to the Project Plans and Specifications, whether observed before or after the Substantial Completion Date and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for Architect/Engineer's additional services made necessary thereby.

6.6 Timely Performance of Architect/Engineer. The Contractor shall identify which requests for information or response from the Architect/Engineer have the greatest urgency and those items which require prioritizing in response by the Architect/Engineer. The

Contractor shall also identify the preferred time period for response and shall request a response time which is reasonably and demonstrably related to the needs of the Project and Contractor. If Architect/Engineer claims that Contractor's expectations for a response are unreasonable, Owner shall require Architect/Engineer to communicate such claim to Contractor in writing together with the specific time necessary to respond and the date upon which such response will be made. In the event that Contractor believes that Architect/Engineer is not providing timely services or responses, Contractor shall notify Owner of same in writing not less than two (2) weeks before Contractor believes performance or response time from Architect/Engineer is required without risk of delaying the Project.

ARTICLE VII
OWNER'S RIGHTS AND RESPONSIBILITIES

7.1 Project Site; Title. The Owner shall provide the lands upon which the Work under the Contract Documents is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same. The Owner hereby represents to the Contractor that it currently has and will maintain up through and including the Substantial Completion Date, good title to all of the real property constituting the Project Site. Owner agrees to resolve, at its expense, any disputes relating to the ownership and use of the Project Site which might arise during the course of construction.

7.2 Project Plans and Specifications; Architect/Engineer. The parties hereto acknowledge and agree that Owner has previously entered into an agreement with Architect/Engineer. Pursuant to the terms of such agreement, the Architect/Engineer, as an agent and representative of Owner, is responsible for the preparation of Project Plans and Specifications which consist of drawings, specifications, and other documents setting forth in detail the requirements for the construction of the Project. All of such Project Plans and Specifications shall be provided either by Owner or the Architect/Engineer, and Contractor shall be under no obligation to provide same and shall be entitled to rely upon the accuracy and completeness of the Project Plans and Specifications provided by the Architect/Engineer and all preliminary drawings prepared in connection therewith. The Contractor will be furnished a reproducible set of all drawings and specifications reasonably necessary for the performance of Contractor's services hereunder and otherwise ready for printing. The Contractor shall be notified of any written modification in the agreement between Owner and Architect/Engineer.

7.3 Surveys; Soil Tests and Other Project Site Information. Owner shall be responsible for providing a legal description and certified land survey of the Project Site in a form and content and with such specificity as may be required by the Architect/Engineer and Contractor to perform their services. To the extent deemed necessary by Owner and Architect/Engineer, and solely at Owner's expense, Owner may engage the services of a geotechnical consultant to perform test borings and other underground soils testing as may be deemed necessary by the Architect/Engineer or the Contractor. Contractor shall not be obligated to provide such surveys or soil tests and shall be entitled to rely upon the accuracy and completeness of the information provided; subject, however, to the provisions of Section 2.4.S hereof. Owner shall provide Contractor, as soon as reasonably possible following the execution of the Contract Documents, all surveys or other survey information in its possession describing the physical characteristics of the Project Site, together with soils reports, subsurface investigations, utility locations, deed restrictions, easements, and legal descriptions then in its

possession or control. Upon receipt of all surveys, soils tests, and other Project Site information, Contractor shall promptly advise Owner of any inadequacies in such information and of the need for any additional surveys, soils or subsoil tests. In performing this Work, Contractor shall use the standard of care of experienced contractors and will use its best efforts timely to identify all problems or omissions. Owner shall not be responsible for any delay or damages to the Contractor for any visible or disclosed site conditions or disclosed deficiencies in the Project Site which should have been identified by Contractor and corrected by Owner prior to the execution of the Contract Documents.

7.4 Information; Communication; Coordination. The Owner's Project Representative shall examine any documents or requests for information submitted by the Contractor and shall advise Contractor of Owner's decisions pertaining thereto within a reasonable period of time to avoid unreasonable delay in the progress of the Contractor's services. Contractor shall indicate if any such documents or requests warrant priority consideration. However, decisions pertaining to approval of the Project Schedule as it relates to the date of Substantial Completion, the Project Cost, Contractor's compensation, approving or changing the Contract Sum shall only be effective when approved by Owner in the form of a written Change Order or amendment to the Contract Documents. Owner reserves the right to designate a different Owner's Project Representative provided Contractor is notified in writing of any such change. Owner and Architect/Engineer may communicate with Subcontractors, materialmen, laborers, or suppliers engaged to perform services on the Project, but only for informational purposes. Neither the Owner nor the Architect/Engineer shall attempt to direct the Work of or otherwise interfere with any Subcontractor, materialman, laborer, or supplier, or otherwise interfere with the Work of the Contractor. Owner shall furnish the data required of Owner under the Contract Documents promptly.

7.5 Governmental Body. The Contractor recognizes that the Owner is a governmental body with certain procedural requirements to be satisfied. The Contractor has and will make reasonable allowance in its performance of services for such additional time as may be required for approvals and decisions by the Owner and any other necessary government agency.

7.6 Pre-Completion Acceptance. The Owner shall have the right to take possession of and use any completed portions of the Work, although the time for completing the entire Work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

7.7 Ownership and Use of Drawings, Specifications and Other Instruments of Service.

(1) The Architect/Engineer and the Architect/Engineer's consultants shall be deemed the authors and owners of their respective instruments of service, including the Project Plans and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the instruments of service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be constructed as publication in derogation of the Architect/Engineer's or Architect/Engineer's consultants' reserved rights.

(2) The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the drawings and specifications provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Project Plans and Specifications or other instruments of service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the drawings or specifications on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect/Engineer and the Architect/Engineer's consultants.

7.8 Owner's Project Representative. Owner's Project Representative is Owner's Agent, who will act as directed by and under the supervision of the Owner, and who will confer with Owner/Architect/Engineer regarding his actions. The Owner's Project Representative's dealings in matters pertaining to the on-site Work shall, in general, be only with the Owner/Architect/Engineer and Contractor and dealings with Subcontractors shall only be through or with the full knowledge of Contractor.

A. Responsibilities. Except as otherwise instructed in writing by Owner, the Owner's Project Representative will:

(1) Attend preconstruction conferences; arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Architect/Engineer and notify those expected to attend in advance; and attend meetings and maintain and circulate copies of minutes thereof;

(2) Serve as Owner/Architect/Engineer's liaison with Contractor, working principally through Contractor's superintendent, to assist in understanding the intent of the Contract Documents. As requested by Owner/Architect/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work;

(3) Report to Owner/Architect/Engineer whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents;

(4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to Owner/Architect/Engineer;

(5) Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Owner/Architect/Engineer; and

(6) Perform those duties as set forth elsewhere within the Contract Documents.

B. Limitations. Except upon written instructions of Owner, Owner's Project Representative shall not:

(1) Authorize any deviation from the Contract Documents or approve any substitute materials or equipment;

(2) Exceed limitations on Owner/Architect/Engineer's authority as set forth in the Contract Documents;

(3) Undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent, or expedite the Work;

(4) Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents;

(5) Advise on or issue directions as to safety precautions and programs in connection with the Work;

(6) Authorize Owner to occupy the project in whole or in part; or

(7) Participate in specialized field or laboratory tests.

ARTICLE VIII
RESOLUTION OF DISAGREEMENTS; CLAIMS FOR COMPENSATION

8.1 Owner to Decide Disputes. The Owner shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under the Contract Documents, in accordance with the Procurement Ordinance.

8.2 Finality. The decision of the Owner upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to the Contract Documents, subject to judicial review as provided in Section 8.5 below.

8.3 No Damages for Delay. If at any time Contractor is delayed in the performance of Contractor's responsibilities under the Contract Documents as the result of a default or failure to perform in a timely manner by Owner or Owner's agents or employees, Contractor shall not be entitled to any damages except for compensation specifically authorized in Article III. Contractor's sole remedy will be a right to extend the time for performance. Nothing herein shall preclude Contractor from any available remedy against any responsible party other than Owner. Contractor shall be responsible for liquidated damages for delay pursuant to Section 3 of the Agreement.

8.4 Permitted Claims Procedure. Where authorized or permitted under the Contract Documents, all claims for additional compensation by Contractor, extensions of time affecting the Substantial Completion Date, for payment by the Owner of costs, damages or losses due to

casualty, Force Majeure, Project Site conditions or otherwise, shall be governed by the following:

(1) All claims must be submitted as a request for Change Order in the manner as provided in Article V.

(2) The Contractor must submit a notice of claim to Owner's Project Representative and to the Architect/Engineer within fifteen (15) days of when the Contractor was or should have been aware of the fact that an occurrence was likely to cause delay or increased costs. Failure to submit a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

(3) Within twenty (20) days of submitting its notice of claim, the Contractor shall submit to the Owner's Project Representative its request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected.

(4) After receipt of a request for Change Order, the Owner's Project Representative, in consultation with the Architect/Engineer, shall deliver to the Contractor, within twenty (20) days after receipt of request, its written response to the claim.

(5) In the event the Owner and Contractor are unable to agree on the terms of a Change Order, the Owner shall have the option to instruct the Contractor to proceed with the Work. In that event, the Owner shall agree to pay for those parts of the Work, the scope and price of which are not in dispute. The balance of the disputed items in the order to proceed will be resolved after completion of the Work, based upon completed actual cost.

(6) The rendering of a decision by Owner with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such right or remedies as either may otherwise have under the Contract Documents or by laws or regulations in respect of any such claim, dispute or other matter.

8.5 Contract Claims and Disputes. After completion of the process set forth in Section 8.4 above, any unresolved dispute under this Agreement shall be decided by the Finance Director in accordance with the Procurement Code. The decision of the Finance Director shall be the final and conclusive Owner decision subject to exclusive judicial review in circuit court by a petition for certiorari.

8.6 Claims for Consequential Damages. The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

(1) damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of

management or employee productivity or of the services of such persons; and

(2) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article XIV. Nothing contained in this Section 8.6 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE IX
INDEMNITY

9.1 Indemnity.

A. Indemnification Generally. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.1.

B. Claims by Employees. In claims against any person or entity indemnified under this Section 9.1 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.1.A. shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

9.2 Duty to Defend. The Contractor shall defend the Owner in any action, lawsuit mediation or arbitration arising from the alleged negligence, recklessness or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Work. So long as Contractor, through its own counsel, performs its obligation to defend the Owner pursuant to this Section, Contractor shall not be required to pay the Owner's costs associated with the Owner's participation in the defense.

ARTICLE X
ACCOUNTING RECORDS; OWNERSHIP OF DOCUMENTS

10.1 Accounting Records. Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

10.2 Inspection and Audit. The Contractor's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the Owner's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees during the performance of the Work. These records shall include, but not be limited to, accounting records, written policies and procedures, Subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, Change Order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the Contract Documents. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Contract Documents. For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of the Contract Documents, for the duration of Work, and until three (3) years after the date of final payment by the Owner to the Contractor pursuant to the Contract Documents.

10.3 Access. The Owner's agent or authorized representative shall have access to the Contractor's facilities and all necessary records in order to conduct audits in compliance with this Article. The Owner's agent or authorized representative shall give the Contractor reasonable advance notice of intended inspections, examinations, and/or audits.

10.4 Ownership of Documents. Upon completion or termination of the Contract Documents, all records, documents, tracings, plans, specifications, maps, evaluations, reports, transcripts and other technical data, other than working papers, prepared or developed by the Contractor under the Contract Documents shall be delivered to and become the property of the Owner. The Contractor at its own expense may retain copies for its files and internal use.

ARTICLE XI
PUBLIC CONTRACT LAWS

11.1 Equal Opportunity Employment.

A. Employment. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability or age, and will take affirmative action to insure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin, disability or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining, including apprenticeship and on-the-job training.

B. Participation. No person shall, on the grounds of race, creed, sex, color, national origin, disability or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of the Agreement.

11.2 Immigration Reform and Control Act of 1986. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement.

11.3 No Conflict of Interest. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure the Contract Documents, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract Documents.

A. No Interest in Business Activity. By accepting award of this Contract, the Contractor, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including without limitation as described in the Contractor's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers, suppliers, distributors, or contractors who will be eligible to supply material and equipment for the Project for which the Contractor is furnishing its services required hereunder.

B. No Appearance of Conflict. The Contractor shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the services provided pursuant to the Contract Documents. The Contractor has provided the Affidavit of No Conflict, incorporated into the Contract Documents as Exhibit "C", as a material inducement for Owner entering into the Contract Documents. If, in the sole discretion of the Village Manager or designee, a conflict of interest is deemed to exist or arise during the term of the Village Manager or designee may cancel this Agreement, effective upon the date so stated in a written notice of cancellation, without penalty to the Owner.

11.4 Truth in Negotiations. By execution of the Contract Documents, the Contractor certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original Contract Sum and any additions thereto shall be adjusted to exclude any significant sums where the Owner determines the Contract Sum was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year after final payment to the Contractor.

11.5 Public Entity Crimes. The Contractor is directed to the Florida Public Entity Crimes Act, Section 287.133, Florida Statutes, specifically section 2(a), and the Owner's requirement that the Contractor comply with it in all respects prior to and during the term of the Agreement.

ARTICLE XII
FORCE MAJEURE, FIRE OR OTHER CASUALTY

12.1 Force Majeure.

A. Unavoidable Delays. Delays in any performance by any party contemplated or required hereunder due to fire, flood, sinkhole, earthquake or hurricane, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, archaeological excavation, lack of or failure of transportation facilities, or any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any Work or obligation pursuant to the Contract Documents for any of the events of Force Majeure stated in this Section 12.1, the date for performance required or contemplated by the Contract Documents shall be extended by the number of calendar days such party is actually delayed.

B. Concurrent Contractor Delays. If a delay is caused for any reason provided in 12.1.A. or as a result of an extension of time provided by Change Order, and during the same time period a delay is caused by Contractor, the date for performance shall be extended as provided in 12.1.A. but only to the extent the time is or was concurrent.

C. Notice; Mitigation. The party seeking excuse for nonperformance on the basis of Force Majeure shall give written notice to the Owner, if with respect to the Contractor, or to the Contractor if with respect to the Owner, specifying its actual or anticipated duration. Each party seeking excuse from nonperformance on the basis of Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses to overcome any loss of time that has resulted.

12.2 Casualty; Actions by Owner and Contractor. During the construction period, if the Project or any part thereof shall have been damaged or destroyed, in whole or in part, the Contractor shall promptly make proof of loss; and Owner and Contractor shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction. The Contractor shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses, and other charges, including normal and ordinary compensation to the Contractor, necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. Within fifteen (15) days following satisfaction of the express conditions described in subsections (1), (2) and (3) below, the Contractor covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content, and general appearance as prior to such loss or damage:

(1) Receipt by the Owner or the trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction, and receipt of other sums from any source such

that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;

(2) Written agreement executed by the Contractor and the Owner, by amendment to the Contract Documents or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Cost necessitated thereby, including any required adjustment to the Contract Sum; and

(3) Final approval by the Owner of the Project Plans and Specifications for such repair or reconstruction and issuance of any required building permit.

12.3 Approval of Plans and Specifications. The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the Project, or the damaged portion thereof, to substantially the same condition as prior to such loss or damage, and such plans and specifications conform to the applicable laws, ordinances, codes, and regulations. The Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the Contractor as a result of such loss or damage shall be used for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

12.4 Notice of Loss or Damage. The Contractor shall promptly give the Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by Contractor will increase the Contract Sum or extend the Substantial Completion Date, stating the date on which such damage or destruction occurred, the then expectations of Contractor as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage which the Contractor determines will not affect the Contract Sum or Substantial Completion Date will be reported to Owner and Architect/Engineer immediately, and associated corrective actions will be undertaken without delay.

ARTICLE XIII
REPRESENTATIONS, WARRANTIES AND COVENANTS

13.1 Representations and Warranties of Contractor. The Contractor represents and warrants to the Owner that each of the following statements is presently true and accurate:

A. The Contractor is a construction company, organized under the laws of the State of Florida, authorized to transact business in the State of Florida, with _____ as the primary qualifying agent. Contractor has all requisite power and authority to carry on its business as now conducted, to own or hold its properties, and to enter into and perform its obligations hereunder and under each instrument to which it is or will be a party, and is in good standing in the State of Florida.

B. Each Contract Document to which the Contractor is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Contractor enforceable against the Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from

time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

C. There are no pending or, to the knowledge of the Contractor, threatened actions or proceedings before any court or administrative agency, within or without the State of Florida, against the Contractor or any partner, officer, or agent of the Contractor which question the validity of any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder, or materially adversely affect the financial condition of the Contractor.

D. The Contractor has filed or caused to be filed all federal, state, local, or foreign tax returns, if any, which were required to be filed by the Contractor, and has paid, or caused to be paid, all taxes shown to be due and payable on such returns or on any assessments levied against the Contractor.

E. Neither Contractor nor any agent or person employed or retained by Contractor has acted fraudulently or in bad faith or in violation of any statute or law in the procurement of this Agreement.

F. The Contractor shall timely fulfill or cause to be fulfilled all of the terms and conditions expressed herein which are within the control of the Contractor or which are the responsibility of the Contractor to fulfill. The Contractor shall be solely responsible for the means and methods of construction.

G. It is recognized that neither the Architect/Engineer, the Contractor, nor the Owner has control over the cost of labor, materials, or equipment, over a Subcontractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.

H. During the term of the Contract Documents, and the period of time that the obligations of the Contractor under the Contract Documents shall be in effect, the Contractor shall cause to occur and to continue to be in effect those instruments, documents, certificates, and events contemplated by the Contract Documents that are applicable to, and the responsibility of, the Contractor.

I. The Contractor shall assist and cooperate with the Owner and shall accomplish the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, or orders that are or will be applicable thereto.

J. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective, and that Owner, representatives of Owner, governmental agencies with jurisdictional interests will have access to the Work at reasonable time for their observation, inspecting and testing. Contractor shall give Architect/Engineer timely notice of readiness of the Work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner.

K. If any Work (including Work of others) that is to be inspected, tested, or approved is covered without written concurrence of Architect/Engineer, it must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Architect/Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

L. If the Work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective Work, including, but not limited to fees and charges of Architect/Engineers, attorneys and other professionals and any additional expenses experienced by Owner due to delays to other Contractors performing additional Work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining the schedule and shall not be entitled to an extension of the Contract Time or the recovery of delay damages due to correcting or removing defective Work.

M. If Contractor fails within seven (7) days after written notice to correct defective Work, or fails to perform the Work in accordance with the Contract Documents, or fails to comply with any other provision of the Contract Documents, Owner may correct and remedy any such deficiency to the extent necessary to complete corrective and remedial action. Owner may exclude Contractor from all or part of the site, take possession of all or part of the Work, Contractor's tools, construction equipment and machinery at the site or for which Owner has paid Contractor but which are stored elsewhere. All direct and indirect costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Architect/Engineer and a Change Order will be issued incorporating the necessary revisions.

N. If within three (3) years after the Substantial Completion Date or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instruction, Owner may have the defective Work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor. Failing payment by the Contractor and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such costs.

13.2 Representations of the Owner. To the extent permitted by law, the Owner represents to the Contractor that each of the following statements is presently true and accurate:

A. The Owner is a validly existing political subdivision of the State of Florida.

B. The Owner has all requisite corporate or governmental power and authority to carry on its business as now conducted and to perform its obligations under the Contract Documents and each Contract Document contemplated hereunder to which it is or will be a party.

C. The Contract Documents and each Contract Document contemplated hereby to which the Owner is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Owner, and neither the execution and delivery thereof nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other person or party, except such as have been duly obtained or as are specifically noted herein; (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Owner; or (c) contravenes or results in any breach of, default under, or result in the creation of any lien or encumbrance upon the Owner under any indenture, mortgage, deed of trust, bank loan, or credit agreement, the charter, ordinances, resolutions, or any other agreement or instrument to which the Owner is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Owner outstanding on the date of the Contract Documents.

D. The Contract Documents and each document contemplated hereby to which the Owner is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Owner enforceable against the Owner in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally, and subject to usual equitable principles in the event that equitable remedies are involved.

E. There are no pending or, to the knowledge of the Owner, threatened actions or proceedings before any court or administrative agency against the Owner which question the validity of the Contract Documents or any document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder or the financial or corporate condition of the Owner.

F. The Owner shall use due diligence to timely fulfill or cause to be fulfilled all of the conditions expressed in the Contract Documents which are within the control of the Owner or which are the responsibility of the Owner to fulfill.

G. During the pendency of the Work and while the obligations of the Owner under the Contract Documents shall be in effect, the Owner shall cause to occur and to continue to be in effect and take such action as may be necessary to enforce those instruments, documents, certificates and events contemplated by the Contract Documents that are applicable to and the responsibility of the Owner.

H. The Owner shall assist and cooperate with the Contractor in accomplishing the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable thereto or, to the extent permitted by law, enact or adopt any resolution, rule, regulation, or order, or approve or

enter into any contract or agreement, including issuing any bonds, notes, or other forms of indebtedness, that will result in the Contract Documents or any part thereof, or any other instrument contemplated by and material to the timely and effective performance of a party's obligations hereunder, to be in violation thereof.

ARTICLE XIV
TERMINATION AND SUSPENSION

14.1 Termination for Cause by Owner. This Agreement may be terminated by Owner upon written notice to the Contractor should Contractor fail substantially to perform a material obligation in accordance with the terms of the Contract Documents through no fault of the Owner. In the event Owner terminates for cause and it is later determined by a court of competent jurisdiction that such termination for cause was not justified, then in such event such termination for cause shall automatically be converted to a termination without cause pursuant to Section 14.2.

A. Nonperformance. If the Contractor fails to timely perform any of his obligations under the Contract Documents, including any obligation the Contractor assumes to perform Work with his own forces, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or fails, without being excused, to maintain an established schedule (failure to maintain schedule shall be defined as any activity that falls thirty (30) days or more behind schedule) which has been adopted by the Construction Team, or it fails to make prompt payment to Subcontractors for materials or labor, or disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of substantial violations of the Agreement the Owner may, after seven (7) days written notice, during which period the Contractor fails to perform such obligation, make good such deficiencies and perform such actions. The Contract Sum, or the actual Cost of the Project, whichever is less, shall be reduced by the cost to the Owner of making good such deficiencies, and the Contractor's compensation shall be reduced by an amount required to manage the making good of such deficiencies. Provided, however, nothing contained herein shall limit or preclude Owner from pursuing additional damages from Contractor as a result of its breach.

B. Insolvency. If the Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, then the Owner may, without prejudice to any other right or remedy, and after giving the Contractor and its surety, if any, fourteen (14) days written notice, and during which period the Contractor fails to cure the violation, terminate the Agreement. In such case, the Contractor shall not be entitled to receive any further payment. Owner shall be entitled to recover all costs and damages arising as a result of failure of Contractor to perform as provided in the Contract Documents, as well as reasonable termination expenses, and costs and damages incurred by the Owner may be deducted from any payments left owing the Contractor.

C. Illegality. Owner may terminate the Agreement if Contractor disregards laws or regulations of any public body having jurisdiction.

D. Rights of Owner. The Owner may, after giving Contractor (and the Surety, if there is one) seven (7) days written notice, terminate the services of Contractor for

cause; exclude Contractor from the Project site and take possession of the Work and of all Contractor's tools, construction equipment and machinery at the Project site and use the same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the Work all materials and equipment stored at the Project site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the Work, but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the Work exceed the unpaid balance of the Contract Sum, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner in writing; but in finishing the Work, Owner shall not be required to obtain the lowest quote for the Work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement. In such event and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall be entitled to bring a direct action in the Circuit Court to recover such costs.

14.2 Termination without Cause by Owner. The Owner, through its Village Manager or designee, shall have the right to terminate the Agreement, in whole or in part, without cause upon sixty (60) calendar days' written notice to the Contractor. In the event of such termination for convenience, the Owner shall compensate Contractor for payments due through the date of termination, and one subsequent payment to cover costs of Work performed through the date of termination, subject to the terms and conditions of Section 3.1. The Contractor shall not be entitled to any other further recovery against the Owner, including, but not limited to, anticipated fees or profit on Work not required to be performed, or consequential damages or costs resulting from such termination.

A. Release of Contractor. As a condition of Owner's termination rights provided for in this subsection, Contractor shall be released and discharged from all obligations arising by, through, or under the terms of the Contract Documents, and the Payment and Performance Bond shall be released. Owner shall assume and become responsible for the reasonable value of Work performed by Subcontractors prior to termination plus reasonable direct close-out costs, but in no event shall Subcontractors be entitled to unabsorbed overhead, anticipatory profits, or damages for early termination.

B. Waiver of Protest. Contractor hereby waives any right to protest the exercise by Owner of its rights under this Section that may apply under the Procurement Ordinance.

14.3 Suspension without Cause. Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by written notice to Contractor, which will fix the date on which Work will be resumed. Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, directly attributable to any suspension if Contractor makes an approved claim therefor.

14.4 Termination Based Upon Abandonment, Casualty or Force Majeure. If, after the construction commencement date (i) Contractor abandons the Project (which for purposes of this paragraph shall mean the cessation of all construction and other activities relating to the Project, excluding those which are necessary to wind down or otherwise terminate all outstanding obligations with respect to the Project, and no recommencement of same within one

hundred twenty (120) days following the date of cessation), or (ii) the Project is stopped for a period of thirty (30) consecutive days due to an instance of Force Majeure or the result of a casualty resulting in a loss that cannot be corrected or restored within one hundred twenty (120) days (excluding the time required to assess the damage and complete the steps contemplated under Section 12.2), the Owner shall have the right to terminate the Agreement and pay the Contractor its compensation earned or accrued to date.

14.5 Vacation of Project Site; Delivery of Documents. Upon termination by Owner pursuant to Section 14.2 or 14.4, Contractor shall withdraw its employees and its equipment, if any, from the Project Site on the effective date of the termination as specified in the notice of termination (which effective date shall not be less than two (2) working days after the date of delivery of the notice), regardless of any claim the Contractor may or may not have against the Owner. Upon termination, the Contractor shall deliver to the Owner all original papers, records, documents, drawings, models and other material set forth and described in the Contract Documents.

14.6 Termination by the Contractor. If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) consecutive days by Owner or under an order of court or other public authority, or Owner fails to act on any Application for Payment or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon fourteen (14) days written notice to Owner terminate the Agreement and recover from Owner payment for all Work executed, any expense sustained plus reasonable termination expenses. In lieu of terminating the Agreement, if Owner has failed to act on any Application for Payment or Owner has failed to make any payment as aforesaid, Contractor may upon fourteen (14) days written notice to Owner stop the Work until payment of all amounts then due.

Exhibit A
Project Plans/Drawings

Exhibit B
Project Technical Specifications

Exhibit C
Affidavit of No Conflict

Exhibit D
Contractor's Certificate(s) of Insurance

Exhibit E

Contractor's Payment and Performance Bond

PIGGYBACK AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES

This Agreement is made on the **20th day of March, 2024** (the "Effective Date"), by and between the **Village of Estero**, a Florida municipal corporation (the "Client") and **Manhattan Construction Company,** an Oklahoma corporation authorized to conduct business in Florida (the "Contractor"), collectively referred to as the "Parties".

WHEREAS, the Client has determined that it requires certain construction management services for various projects planned for its current and future fiscal years; and

WHEREAS, on September 27th 2022, Lee County, a political subdivision of the State of Florida ("County") issued RFP # CMR220546NAT ("RFP") for the purpose of receiving bids for continuing construction management services as further described in the RFP (the "Services"); and

WHEREAS, the Contractor responded to the RFP and County subsequently selected the Contractor as a responsive, responsible bidder; and

WHEREAS, on February 1st 2023, the Contractor and County entered into a Construction Manager at Risk-Annual Services Agreement (the "County Contract") wherein the Contractor agreed to perform the Services for the County with a Term beginning March 7th 2023 in accordance with the terms and conditions described therein and in subsequent separate project-specific contracts; and

WHEREAS, § 2-184(b) of the Estero Procurement Code authorizes the Client to accept, in lieu of soliciting competitive proposals as otherwise required by the Code or Florida Statutes § 255.20, a competitively-solicited contract which has been made between another Florida governmental agency and a vendor of commodities or services where that contract was solicited pursuant to lawful competitive procedures which are equal to or more stringent that the Client's; and

WHEREAS, the Client's legal counsel has analyzed the RFP process used by the County and has determined that it was conducted in compliance with Florida Statutes § 255.20 and was otherwise a competitive solicitation process able to be "piggybacked" pursuant to § 2-184(b) of the Village Code; and

WHEREAS, the Client desires to piggyback onto the County Contract for the purposes of receiving the same Services from Contractor as are being provided to County under the County Contract; and

WHEREAS, the Village Manager or designee has obtained confirmation from an authorized representative of the Contractor that the Contractor consents to the formation of this contractual relationship by way of Client's piggybacking onto the County Contract under the terms provided for herein.

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Performance of the Services. The Contractor shall make available to Client, and provide to Client as requested, the same Services as are available and provided to County in accordance with the terms and conditions of the County Contract, at the prices specified therein. All references to the "County" or "Lee County" in the County Contract shall, for purposes of this Agreement, mean Client.

2. Unit Pricing. The Contractor's work shall be performed at the same unit prices as are set forth in its Proposal (if any).

3. Scope of Work. The Contractor shall perform the work as set forth in the Scope of Work as set forth in the County Contract, and as further elaborated in the separate project-specific contract between the Parties awarded pursuant to § 4.2 of the RFP.

4. Additional Services. This Agreement is only for the provision of those Services provided by or made available by Contractor to County in the County Contract. The Parties understand that any other contracting services Client may wish to acquire may or may not be acquired from Contractor, and will be acquired in accordance with applicable law and Client's procurement code and administrative policies.

5. Incorporation by Reference; Order of Precedence. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the RFP, (ii) the Contractor's Proposal, and (iii) the County Contract (including any amendments and extension notices related thereto). Notwithstanding any term in the County Contract to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in this Agreement shall prevail over the above-listed documents. In the event of any irreconcilable conflict between the terms of the three above-listed documents, the County Contract shall prevail first, followed by the RFP, followed by the Contractor's Proposal.

6. Term; Renewal; Termination. The Term of this Agreement shall commence on the Effective Date, shall have an expiration date of **March 7th 2026** (the termination date established in the County Contract award letter), and may be renewed for up to an additional three one-year terms, which renewals may be exercised by the Client notwithstanding the County's exercise of its own renewal option. This Agreement may be terminated as provided for in the same manner as is set forth in § 26.6 of the RFP incorporated into the County Contract.

7. Staff Title References and Language Substitutes. To the extent the County Contract refers to Project Manager, Project Administrator, or certain other County officials or employees authorized to act under the County Contract, the Parties agree that for purposes of this Agreement, references to such officials or employees shall mean the Village Manager, or her/his designee. The following terms in the County Contract are revised as follows:

   Section 28 of the RFP incorporated into the County Contract is revised to read:

   > Contractor shall submit invoices to Client by submitting them to Client, attn: Village Manager, at 9401 Corkscrew Palms Circle, Estero FL 33928. If the Village disputes any portion of a submitted invoice, or determines any invoice is incomplete, it will follow the procedures set forth in the Florida Local Government Prompt Payment Act located at Part VII of Florida Statutes Chapter 218.

   Section 32 and Special Condition 9.1 of the RFP incorporated into the County Contract, addressing the County's local vendor preference rules, are deleted.

   In the event the Scope of Work set forth in any separate contractual work assignment issued pursuant to this Agreement exceeds $100,000, the Contractor must provide the Client, and file a copy with the Clerk of Court, a payment and performance bond in favor of the Client in the form and manner as set forth in Florida Statutes § 255.05.

   Contractor shall provide insurance coverages to the Client, and indemnification of the Client, in the same manner it provides the County in the County Contract.

   In the event the County exercises its right to terminate the County Contract early, this Agreement shall survive through the Termination Date unless the Village, independently, exercises its own termination rights as provided for in § 6 of this Agreement.

8. Public Records Act Compliance. The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:

   (a) Keep and maintain public records required by the Client to perform the Services provided hereunder.

   (b) Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

   (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the Client.

   (d) Upon completion of the Agreement, transfer, at no cost, to the Client all public records in the possession of the Contractor or keep and maintain public records required by the Client to perform the service. If the Contractor transfers all public records to the Client upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

   If the Contractor fails to comply with the requirements in this Section, the Client may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the Client within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

   IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CLIENT'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (239.221.5035), E-MAIL (records@estero-fl.gov), OR MAIL (VILLAGE OF ESTERO, OFFICE OF THE VILLAGE CLERK, 9401 Corkscrew Palms Cir., Estero, FL 33928.

9. Notices. All notices given pursuant to this Agreement, except as may otherwise be specified in the applicable Account Documentation, shall be sent by certified U.S. mail, return receipt requested, or by tracked overnight courier, or by in-person hand delivery, to the official and address provided below:

Client:	**Contractor**:
Village of Estero	Manhattan Construction Company
Attn: Village Manager	Attn: Craig Bryant, Vice President
9401 Corkscrew Palms Cir.	3705-1 Westview Drive
Estero, FL 33928	Naples, FL 34104

10. Representations; Warranties; Fee Disclosure.

    a. The Parties represent and warrant to each other that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and that the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.

    b. Each Party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to execute the same and fully bind the Party on whose behalf he or she is executing.

    c. Pursuant to Florida Statutes § 218.80(3), Contractor will have to pay before or during construction the following permits or fees before or during construction:

        Village of Estero will pay permits and fees related to the project.

    The dollar amount or the percentage method or the unit method of all permits or fees listed above which may be required by the Client as a part of this Agreement are:

        Village of Estero will pay permits and fees related to the project.

    The following is a listing of all other governmental entities that may have additional permits or fees generated by the project:

        Such information may vary depending on individual project assignment/scope, and so will be provided at the time of work assignment.

11. Miscellaneous.

    a. This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.

    b. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

    c. No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the Client. The Client shall have the right to approve or deny, with or without cause, any proposed or actual

assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the Client shall be null and void and shall be grounds for the Client to declare a default of this Agreement.

d. The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Lee County, Florida. Venue shall lie exclusively in Lee County.

e. Notwithstanding any provision of the County Contract to the contrary, in any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.

f. The Contractor shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Contractor's officers, employees, agents, or subcontractors, or the delivery of the Contractor's Services to Client.

g. In case any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.

h. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.

i. This Agreement only provides rights and remedies for the Client and Contractor. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other Person. There are no third-party beneficiaries under this Agreement.

j. Pursuant to Florida Statutes § 287.135, the Contractor is not eligible to enter into, or renew, this Agreement if:

(i) The Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);

(ii) The Contractor engages in business operations in Cuba or Syria; or

(iii) The Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Contractor acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Contractor shall notify the Client if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Contractor to the Client within ten (10) days of the date of such occurrence.

In the event the Client determines, using credible information available to the public, that the Contractor has submitted a false certification or that Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Client may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Contractor, pursuant to Florida Statutes § 287.135. In addition, the Client may pursue any and all other legal remedies against the Contractor.

k. Immigration Compliance; E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Client.

   Pursuant to Florida Statutes § 448.095(2), Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with Client cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Client that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the Client develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Client shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

l. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized officers as of the Effective Date.

Village of Estero	**Manhattan Construction Company**
By: _____	By: _____
Steve Sarkozy, Village Manager	Craig Bryant, Vice President Southwest Florida Operations

Letter of Award

Lee County
Southwest Florida

BOARD OF COUNTY COMMISSIONERS

Kevin Ruane
District One

Cecil L Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Mike Greenwell
District Five

Roger Desjarlais
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
Hearing Examiner

November 21, 2022 (239) 533-8881

Manhattan Construction Company
3705-1 Westview Dr.
Naples, FL. 34104

SUBJECT: CMR220546NAT Construction Manager at Risk: Annual Services

Dear Mr. Bryant,

The Lee County Board of County Commissioners shall consider the award of Solicitation No. CMR220546NAT, Construction Manager at Risk: Annual Services, to Fourteen (14) firms at the March 07, 2023, public meeting; Manhattan Construction Company is one of the awardees. Individual projects will be awarded on an as needed basis. As projects are approved, the County will issue separate contracts for each project. No work is guaranteed.

By signing below, Manhattan Construction Company agrees to be retained as a Construction Manager at Risk under Lee County CMR220546NAT, Construction Manager at Risk: Annual Services, for a term of three (3) years commencing on March 07, 2023, with an option to renew for up to three additional one-year periods upon mutual written agreement of both parties.

Should you have any questions or concerns please contact Lee County Procurement at 239-533-8881.

Manhattan Construction Company:	**Lee County:**
Signature	Signature of Authorized Official
Vice President	Director of Procurement Management
Title	Title
2/1/2023	
Date	Date

P.O. Box 398, Fort Myers, Florida 33902-0398 (239) 533-2111
Internet address http://www.lee-county.com
AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 1, 2024

Agenda Item:

Sandy Lane Bike/Ped Improvements Construction Manager at Risk Contract

Motion to approve Construction Manager at Risk agreement between Village of Estero and Chris-Tel Construction, Inc. for the Sandy Lane Bike/Ped Improvements Project and to authorize the Village Manager to execute the agreement with an effective date of July 1, 2024 and any related documents or amendments as may be necessary, except for the Guaranteed Maximum Price amendment, which will be approved by Council, at a later date.

Background:

The Village of Estero is proposing to build an 8-10 ft wide path along the east side of Sandy Lane. The Village's consultants are working to complete the construction plans, permitting and obtain the required easements. These efforts are expected to be completed this summer.

Village Council previously approved a contract with Chris-Tel construction to provide Construction Manager at Risk Services (CMAR) on an as needed basis.

The Florida Legislature has approved increasing the CCNA construction limit from $4.0 million to $7.5 million pending the Governor's signature, becoming effective July 1, 2024.

Description:

The proposed contract will be the first authorization of work for Chris-Tel construction under their CMAR Piggyback Agreement. Chris-Tel will manage the construction of the proposed bike/ped improvements along Sandy Lane. Their services will include the following.

- Preconstruction Phase ($28,175)

- Preliminary evaluation of the project – evaluate the project and provide recommendation to reduce cost, shorten schedule or otherwise improve the project
- Project schedule – provide project schedules.
- Cost Estimates – provide project cost estimates.
- Project bidding – will bid the project for construction

- Guaranteed Maximum Price Proposal and Contract Time – After plans and permits are complete the contractor will provide a maximum project price and contract time. This will be approved by Village Council at a future Council meeting.
- Construction Phase – Contractor will oversee project construction through closeout.

Action Requested:

Motion to approve Construction Manager at Risk agreement between Village of Estero and Chris-Tel Construction, Inc. for the Sandy Lane Bike/Ped Improvements Project and to authorize the Village Manager to execute the agreement with an effective date of July 1, 2024 and any related documents or amendments as may be necessary, except for the Guaranteed Maximum Price amendment, which will be approved by Council, at a later date.

Process and Timeline:

The proposed contract will take effect on July 1, 2024, the effective date of the proposed legislation that increases the CCNA construction limit from $4.0 mil to $7.5 mil. The Contractor is expected to complete pre-construction services within 90 days which will include bidding the project.

Financial Impact:

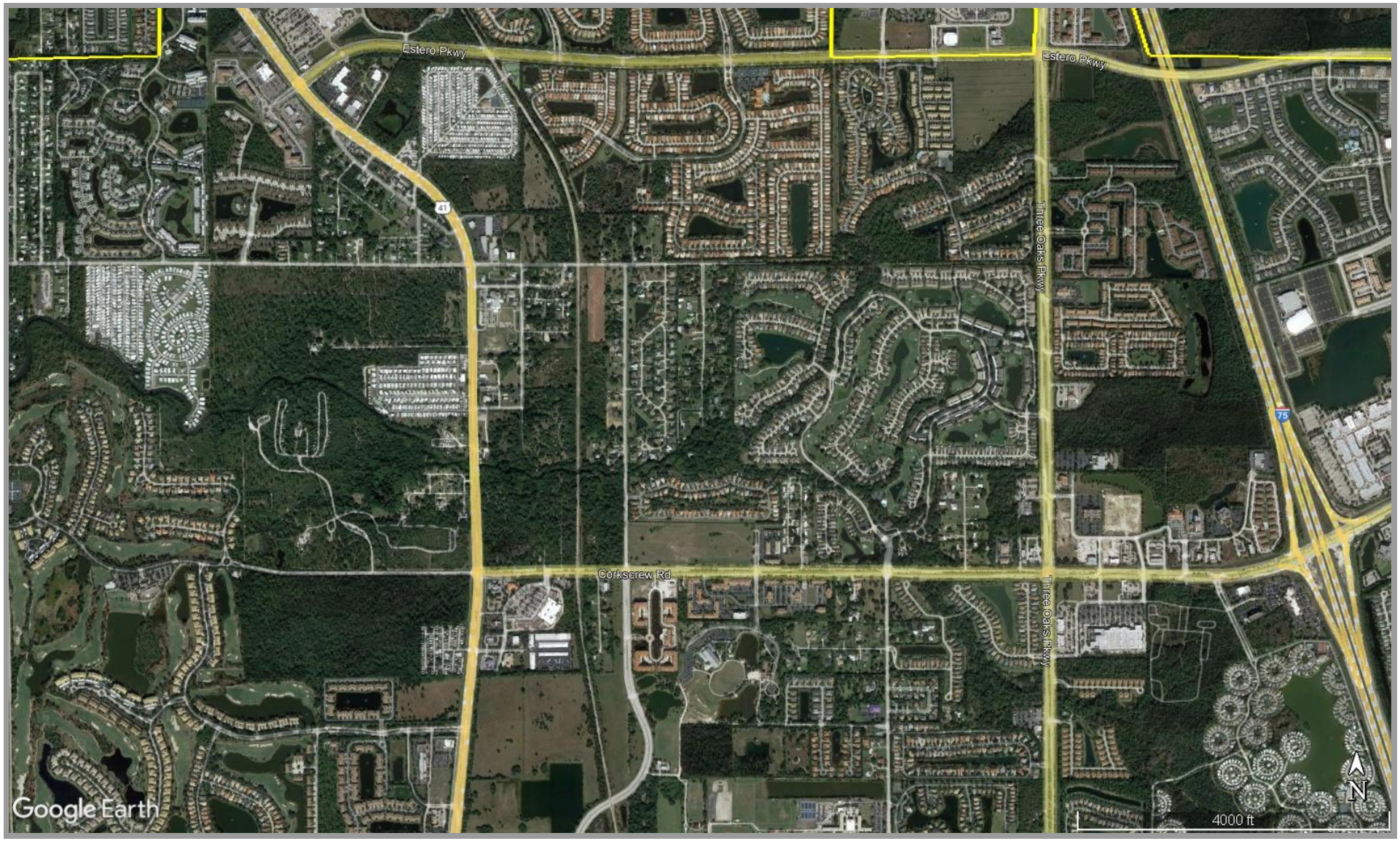
The financial impact for pre-construction services is $28,175. Funding for this project is provided in the 2023-2024 Fiscal Year Capital Improvement Fund Budget of $2,013,790 for Sandy Lane Improvements.

The Village Council will approve the Guaranteed Maximum Price (GMP) for project construction at a future Council meeting.

Prepared by: David Willems, P.E.

Attachments:

1. Location Map
2. Sandy Lane CMAR Agreement
3. Sandy Lane General Conditions
4. Chris-Tel Construction CMAR Piggyback Agreement


Estero Pkwy
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Corkscrew Rd
Three Oaks Pkwy
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AGREEMENT

for

CONSTRUCTION MANAGEMENT AT RISK SERVICES

between

VILLAGE OF ESTERO (AS OWNER)

and

CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC.
(AS CONSTRUCTION MANAGER)

AGREEMENT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
SANDY LAND BIKE/PEDESTRIAN IMPROVEMENT PROJECT

THIS AGREEMENT ("Agreement") is made and entered into this 1 day of July, 2024 (the "Effective Date"), by and between the Village of Estero, a Florida municipal corporation, referred to herein as "Owner", and Chris-Tel Company of Southwest Florida, Inc., d/b/a Chris-Tel Construction, a Florida corporation, referred to herein as "Construction Manager."

WHEREAS, the Owner is jurisdictionally responsible to maintain that portion of Sandy Lane which lies within the Village of Estero; and

WHEREAS, the Owner has determined that improvements to the portion of Sandy Lane from Corkscrew Road to Broadway Avenue East are required to provide, improve and/or enhance a pedestrian corridor, drainage improvements, roadway modifications, and related landscape beautification and lighting along the corridor (the "Project"); and

WHEREAS, § 2-184(b) of the Estero Procurement Code authorizes the Owner to piggyback agreements, including construction management agreements which have been competitively procured in accordance with the requirements of Florida Statutes § 255.103 (authorizing a governmental entity to select a construction management entity, pursuant to the process provided by Florida Statutes § 287.055, which construction managers are to be responsible for construction project scheduling and coordination in both preconstruction and construction phases and generally responsible for the successful, timely, and economical completion of a construction project; and

WHEREAS, pursuant to this authority, the Owner entered into that certain Piggyback Agreement for Construction Management at Risk Services with Construction Manager to provide general construction management services to the Owner during a fixed term, subject to adoption of separate project-specific agreements; and

WHEREAS, the Owner has determined that Construction Manager is the most qualified available provider capable of performing the Project within the budget and timeline desired by Owner; and

WHEREAS, the Parties have agreed on the terms of this Agreement.

NOW THEREFORE, the Owner and the Construction Manager, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1
GENERAL PROVISIONS

1.1 RELATIONSHIP OF PARTIES. The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and

covenants with the Owner to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Architect/Engineer in furthering the interests of the Owner. The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect/Engineer, Construction Manager and other persons or entities employed by the Owner for the Project.

1.2 GENERAL CONDITIONS. The general conditions of this Agreement shall be the attached General Conditions of the Construction Agreement, which is incorporated herein by reference. The term "Contractor" as used in the General Conditions shall mean the Construction Manager. The term "Contract Sum" as used in the General Conditions shall mean Guaranteed Maximum Price (GMP).

1.3 CONTRACT DOCUMENTS. The Contract Documents shall consist of the following:

This Agreement including the General Conditions

The March 20th 2024 Piggyback Agreement for Construction Management Services between Owner and Construction Manager (including all documents incorporated therein)

In the event of a conflict between any of the foregoing documents, the earlier listed document shall control over a later listed document.

1.4 PROJECT DESCRIPTION. The Project consists of pre-construction activities and construction of improvements (the Work) to that portion of Sandy Lane which lies within the Village of Estero (referred to herein as the "Property") to provide, improve and/or enhance a pedestrian corridor, drainage improvements, roadway modifications, and related landscape beautification and lighting along the corridor.

Specifically, the Project includes roadway, pathway, pedestrian bridge, drainage, street lighting, landscaping, and irrigation improvements along the portion of Sandy Lane from Corkscrew Road to Broadway Avenue East. The work involved with the project will include, but may not be limited to, the furnishing of all labor, materials (unless otherwise specified), tools, equipment, machinery, superintendence, and services necessary for the complete in place construction of the Project. The Project includes the following improvements:

- Pathway along the eastern side of Sandy Lane
- Installation of a pedestrian bridge over the Estero River (bridge structure to be directly purchased by the Village of Estero)
- Utility relocation
- Boardwalks
- Drainage improvements
- Roadway modifications
- Installation of a pedestrian crossing of Corkscrew Road

- Installation of an irrigation system
- Installation of landscaping

The scope of the Project is further detailed within the preliminary plans noted below, which are referenced in the following documents which are attached hereto and incorporated herein:

- Roadway Construction Plans
- Signing and Pavement Marking Plans
- Structural Engineering Plans
- Street Lighting Plans
- Landscaping Plans
- Irrigation Plans

The Village intends that the Project will be constructed in three phases. Phase 1 will commence first. Phases 2 and 3 will follow once final easements and permit approvals are obtained but may commence during Phase 1 should final easements and permit approvals be obtained during Phase 1. The three phases are as follows:

Phase 1 – North of Estero River to Sandy Lane: This includes construction of the path, drainage, and boardwalk located north of the pedestrian bridge over the Estero River.

Phase 2 – Over the Estero River: Includes the pedestrian bridge over the Estero River. NOTE: Pursuant to § 9.21 of this Agreement, notwithstanding any other owner-direct purchase the Owner may elect to make, the bridge structure will be purchased directly the Owner and installed by the Construction Manager.

Phase 3 – South of the Estero River to Corkscrew Road: This included construction of the path, drainage and boardwalk located south of the Estero River pedestrian bridge.

ARTICLE 2
CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager shall perform the services described in this Article. The services to be provided under Sections 2.1 and 2.2 constitute the Preconstruction services. If the Owner and Construction Manager agree, after consultation with the Architect/Engineer, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases will proceed concurrently.

2.1 PRECONSTRUCTION PHASE.

A. PRELIMINARY EVALUATION. The Construction Manager shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other.

B. CONSULTATION. The Construction Manager, with the Architect/Engineer, shall jointly schedule and attend regular meetings with the Owner. The Construction Manager shall consult with the Owner and Architect/Engineer regarding site use

and improvements and the selection of materials, building systems and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies.

C. PRELIMINARY PROJECT SCHEDULE. When Project requirements described in Section 3.1.A have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Architect/Engineer's review and the Owner's approval. The Construction Manager shall obtain the Architect/Engineer's approval of the portion of the preliminary Project schedule relating to the performance of the Architect/Engineer's services. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the Owner, Architect/Engineer and Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price (GMP) proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect/Engineer.

D. PHASED CONSTRUCTION. Notwithstanding the phasing set forth in § 1.4 above, the Construction Manager shall make recommendations to the Owner and Architect/Engineer regarding the phased issuance of Project Plans and Specifications to facilitate phased construction of the Work or alternative phasing proposals, if such phased construction or alternate phasing proposals are appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.

E. PRELIMINARY COST ESTIMATES.

1. When the Owner has sufficiently identified the Project requirements and the Architect/Engineer has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Architect/Engineer and approval of the Owner, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.

2. When schematic design documents have been prepared by the Architect/Engineer and approved by the Owner, the Construction Manager shall prepare, for the review of the Architect/Engineer and approval of the Owner, a more detailed estimate with supporting data. During the preparation of the design development documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect/Engineer and Construction Manager.

3. When design development documents have been prepared by the Architect/Engineer and approved by the Owner, the Construction Manager shall prepare a detailed estimate with supporting data for review by the Architect/Engineer and approval by the Owner. During the preparation of the construction documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect/Engineer and Construction Manager.

4. If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect/Engineer.

F. SUBCONTRACTORS AND SUPPLIERS. The Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to the Owner and Architect/Engineer for their information a list of possible Subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Architect/Engineer will promptly reply in writing to the Construction Manager if the Architect/Engineer or Owner know of any objection to such Subcontractor or supplier. The receipt of such list shall not require the Owner or Architect/Engineer to investigate the qualifications of proposed Subcontractors or suppliers, nor shall it waive the right of the Owner or Architect/Engineer later to object to or reject any proposed Subcontractors or suppliers.

G. LONG-LEAD-TIME ITEMS. The Construction Manager shall recommend to the Owner and Architect/Engineer a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead-time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's GMP proposal, all contacts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long-lead-time items.

H. EXTENT OF RESPONSIBILITY. The Construction Manager does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. The recommendation and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants. It is not the Construction Manager's responsibility to ascertain that the Project Plans and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manager recognizes that portions of the Project Plans and Specifications are at variance therewith, the Construction Manager shall promptly notify the Architect/Engineer and Owner in writing.

I. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION. The Construction Manager shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.

2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME.

A. TIMING. When the Project Plans and Specifications are sufficiently complete, the Construction Manager shall propose a GMP, which shall be the sum of the estimated Cost of the Work and the Contractor's Fee.

B. FURTHER DEVELOPMENT OF PROJECT PLANS AND SPECIFICATIONS. As the Project Plans and Specifications may not be finished at the time the GMP proposal is prepared, the Construction Manager shall provide in the GMP for further development of the Project Plans and Specifications by the Architect/Engineer that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, as required, shall be incorporated by Change Order.

C. CONTIGENCY. The estimated Cost of the Work shall include the Construction Manager's contingency, a sum established by the Construction Manager for the Construction Manager's exclusive use to cover costs arising under Section 2.2.B and other costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order.

D. BASIS OF GUARANTEED MAXIMUM PRICE. The Construction Manager shall include with the GMP proposal a written statement of its basis, which shall include:

1. A list of the Project Plans and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the GMP proposal.

2. A list of allowances and a statement of their basis.

3. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the GMP proposal to supplement the information contained in the Project Plans and Specifications.

4. The proposed GMP, including a statement of the estimated costs organized by trade categories, allowances, contingency, and other items and the Fee that comprise the GMP.

5. The Date of Substantial Completion upon which the proposed GMP is based, and a schedule of the construction documents issuance dates upon which the date of Substantial Completion is based.

E. MEETING OF CONSTRUCTION TEAM. The Contractor shall meet with the Owner and Architect/Engineer to review the GMP proposal and the written statement of its basis. In the event the Owner or Architect/Engineer discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the GMP proposal, its basis, or both.

F. ACCEPTANCE. Unless the Owner accepts the GMP proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Construction Manager, the GMP proposal shall not be effective without written acceptance by the Construction Manager.

G. NO COSTS IN ADVANCE. Prior to the Owner's acceptance of the Construction Manager's GMP proposal and issuance of a Notice to Proceed, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.

H. GMP ADDENDUM. Upon acceptance by the Owner of the GMP proposal, the GMP and its basis shall be set forth in the GMP Addendum. The GMP shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents, and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

I. REVISIONS TO PROJECT PLANS AND SPECIFICATONS. The Owner shall authorize and cause the Architect/Engineer to revise the Project Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the GMP Addendum. Such revised Project Plans and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the Owner, Architect/Engineer and Construction Manager. The Construction Manager shall promptly notify the Architect/Engineer and Owner is such revised Project Plans and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

J. TAXES. The GMP shall include in the Cost of the Work only those taxes which are enacted at the time the GMP is established.

2.3 CONSTRUCTION PHASE.

A. GENERAL.

1. The Construction Phase shall commence on the earlier of:

   i. the Owner's acceptance of the Construction Manager's GMP proposal and issuance of a Notice to Proceed, or

   ii. the Owner's first authorization to the Construction Manager to:

      (a) award a Subcontract,

      (b) undertake construction Work with the Construction Manager's own forces, or

      (c) issue a purchase order for materials or equipment required for the Work.

B. ADMINISTRATION.

1. Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under Subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated to a special design for the Work from the list previously reviewed and, after analyzing such bids, shall deliver such bids to the Owner and Architect/Engineer. The Owner will then determine, with the advice of the Construction Manager and subject to the reasonable objection of the Architect/Engineer, which bids will be accepted. The Owner may designate specific persons or entities from whom the Construction Manager shall obtain bids; however, if the GMP has been established, the Owner may not prohibit the Construction Manager from obtaining bids from other qualified bidders. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

2. If the GMP has been established, and a specific bidder among those whose bids are delivered by the Construction Manager to the Owner and Architect/Engineer (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a change in the Work be issued to adjust the Contract Time and the GMP by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the Subcontract or other agreement actually signed with the person or entity designated by the Owner.

3. Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Sections 7.1.H and 7.1.I and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

4. The Construction Manager shall schedule and conduct a meeting at which the Owner, Architect/Engineer, Construction Manager and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.

5. Promptly after the Owner's acceptance of the GMP proposal, the Construction Manager shall prepare a schedule in accordance with Section 2.3 of the General Conditions, including the Owner's occupancy requirements.

6. The Construction Manager shall provide monthly written reports to the Owner and Architect/Engineer on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the Project Site, number of workers, Work

accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect/Engineer.

7. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect/Engineer at regular intervals.

2.4 PROFESSIONAL SERVICES. Sections 2.1 and 2.2 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

2.5 HAZARDOUS MATERIALS. Sections 2.4.U and 5.5 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 INFORMATION AND SERVICES.

A. GENERAL INFORMATION. The Owner shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

B. BUDGET. The Owner shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Architect/Engineer, which shall include contingencies for changes in the Work and other costs which are the responsibility of the Owner.

C. STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS. In the Preconstruction Phase, the Owner shall furnish the following with reasonable promptness and at the Owner's expense. Except to the extent that the Construction Manager knows of any inaccuracy, the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests described in subsections 1 through 4, below, but shall exercise customary precautions relating to the performance of the Work.

1. Reports, surveys, drawings and tests concerning the conditions of the Project Site which are required by law.

2. Surveys describing physical characteristics, legal limitations and utility locations for the Project Site, and a written legal description of the Project Site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures;

adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Project Site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark.

3. The services of a geotechnical engineer when such services are requested by the Construction Manager. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolations tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

4. Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.

5. The services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Construction Manager.

3.2 OWNER'S DESIGNATED REPRESENTATIVE. The Owner shall designate in writing its Owner's Project Representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. This Representative shall have the authority to make decisions on behalf of the Owner concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 5.2 of the General Conditions, the Architect/Engineer does not have such authority.

3.3 ARCHITECT/ENGINEER. The Owner shall retain an Architect/Engineer to provide Basic Services, including normal structural, mechanical and electrical engineering services, other than cost estimating services, described in Article VI of the General Conditions. The Owner shall authorize and cause the Architect/Engineer to provide those additional services requested by the Construction Manager which must necessarily be provided by the Architect/Engineer for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect/Engineer and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Architect/Engineer.

3.4 LEGAL REQUIREMENTS. The Owner shall determine and advise the Architect/Engineer and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project. The Owner shall furnish such legal services as are necessary to provide the information and services required under Section 3.1.

ARTICLE 4
COMPENSATION AND PAYMENTS
FOR PRECONSTRUCTION SERVICES

The Owner shall compensate and make payments to the Construction Manager for Preconstruction Services as follows:

4.1 COMPENSATION.

A. PRECONSTRUCTION SERVICES. For the Preconstruction Services described in Section 2.1, the Construction Manager's compensation shall be calculated as set forth in Exhibit 1 (Preconstruction Service Proposal) attached hereto and incorporated herein.

B. ADJUSTMENT. Compensation for Preconstruction Services shall be equitably adjusted if such services extend beyond One Hundred Eighty (180) days from the date of this Agreement or if the originally contemplated scope of services is significantly modified.

C. PERSONNEL EXPENSE. If compensation is based on a multiple of Direct Personnel Expense, "Direct Personnel Expense" shall mean the direct salaries of the Construction Manager's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

4.2 PAYMENTS.

A. TIMING. Subject to the requirements of Article III of the General Conditions, payments for Preconstruction Services shall be made monthly following presentation of the Construction Manager's invoice and, where applicable, shall be in proportion to services performed.

B. DUE DATES. Payments shall be made by Owner in accordance with the requirements of Florida Statutes §218.735.

ARTICLE 5
COMPENSATION FOR CONSTRUCTION PHASE SERVICES

The Owner shall compensate the Construction Manager for Construction Phase services as follows:

5.1 COMPENSATION. For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager in current funds the

Contract Sum consisting of the Cost of the Work as defined in Article 6 and the Construction Manager's Fee determined as follows:

Eight percent (8%) of actual cost

5.2 GUARANTEED MAXIMUM PRICE. The sum of the Cost of the Work and the Construction Manager's Fee are guaranteed by the Construction Manager not to exceed the amount provided as the GMP in the GMP Addendum, subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in the Contract Documents as the GMP. Costs which would cause the GMP to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

5.3 CHANGES IN THE WORK

A. ADJUSTMENTS TO GMP. Adjustments to the GMP on account of changes in the Work subsequent to the execution of the GMP Addendum may be determined by any of the methods listed in Article V of the General Conditions.

B. "COST". In calculating adjustments to Subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the Owner and Construction Manager shall proceed in accordance with Section 5.6 of the General Conditions. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts. In calculating adjustments to the Agreement, the terms "cost" and "costs" as used in the above-referenced General Conditions shall mean the Cost of the Work as defined in Article 6 of this Agreement.

C. CONSTRUCTION MANAGER'S FEE. If no specific provision is made in Section 5.1. for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such that, in the aggregate, the application of the adjustment provisions of Section 5.1. will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the basis of the Fee established for the original Work.

ARTICLE 6
COST OF THE WORK FOR CONSTRUCTION PHASE

6.1 COSTS TO BE REIMBURSED

A. COST OF WORK. The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 6.

B. LABOR COSTS.

1. Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the Project Site or, with the Owner's agreement, at off-site workshops.

2. Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the Project Site with the Owner's agreement.

Classification	Name

(See attached Exhibit 2 - Chris-Tel Construction Billable Rates.)

3. Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

4. Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Sections 6.1.B.1 through 6.1.B.3.

C. SUBCONTRACT COSTS. Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the Subcontracts.

D. COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION.

1. Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

2. Costs of materials described in the preceding Section 6.1.D.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager; amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

E. COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS.

1. Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are

provided by the Construction Manager at the Project Site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager shall mean fair market value.

2. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the Project Site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item.

3. Costs of removal of debris from the Project Site, including proper and legal disposal of same.

4. Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone at the Project Site and reasonable petty cash expenses of the Project Site office.

5. That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.

F. MISCELLANEOUS COSTS.

1. That portion directly attributable to this Contract of premiums for insurance and bonds.

2. Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.

3. Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

4. Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work other than that for which payment is permitted by Section 6.1.H.2, reproduction costs, costs of postage and express delivery charges, Project Site communications equipment, and reasonable petty cash expenses of the Project Site office.

5. Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in

accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent; provided, however, that such costs of legal defenses; judgment and settlements shall not be included in the calculation of the Construction Manager's Fee or the GMP and provided that such royalties, fees and costs are not excluded by the Contract Documents.

6. Costs for electronic equipment and software, directly related to the Work and with the Owner's prior approval.

7. Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.

8. Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work and with the Owner's written permission, which permission shall not be unreasonably withheld.

9. Expenses incurred in accordance with Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.

10. Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

G. EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK. The Cost of the Work shall also include costs described in Section 6.1.A which are incurred by the Construction Manager:

1. In taking action to prevent threatened damage, injury or loss in case of emergency affecting the safety of persons and property, as provided in Section 2.4.P of the General Conditions.

2. In repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damage or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement or by the Construction Manager's foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel of the Construction Manager, or by the failure of the Construction Manager's personnel to supervise adequately the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, sureties, Subcontractors, suppliers or others.

H. COSTS TO BE INCLUDED. The costs described in Sections 6.1.A through 6.1.G shall be included in the Cost of the Work notwithstanding any provisions of the General Conditions which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.2.

6.2 COSTS NOT TO BE REIMBURSED. The Cost of the Work shall not include:

1. Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the Project Site office, except as specifically provided in Sections 6.1.B.2 and 6.1.B.3.

2. Expenses of the Construction Manager's principal office and offices other than the Project Site office, except as specifically provided in Section 6.1.

3. Overhead and general expenses, except as may be expressly included in Section 6.1.

4. The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.

5. Rental costs of machinery and equipment, except as specifically provided in Section 6.1.E.2.

6. Except as provided in Section 6.1.H.2, costs due to the negligence of the Construction Manager or to the failure of the Construction Manager to fulfill a specific responsibility to the Owner set forth in this Agreement.

7. Costs incurred in the performance of Preconstruction Services.

8. Except as provided in Section 6.1.F.10, any cost not specifically and expressly described in Section 6.1.

9. Costs which would cause the GMP to be exceeded.

10. Costs for services performed during the Preconstruction Phase.

6.3 DISCOUNTS, REBATES AND REFUNDS

A. ACCURAL TO OWNER. Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.

B. DEDUCTION FROM COST OF WORK. Amounts which accrue to the Owner in accordance with the provisions of Section 6.3.A shall be credited to the Owner as a deduction from the Cost of the Work.

6.4 ACCOUNTING RECORDS. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, in order to substantiate all costs incurred under this Agreement. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants or other Owner-authorized personnel shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7
CONSTRUCTION PHASE

7.1 PROGESS PAYMENTS.

A. PROGRESS PAYMENTS. Subject to the requirements of Article III of the General Conditions, based upon Applications for Payment submitted to the Architect/Engineer by the Construction Manager and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the GMP to the Construction Manager as provided below and elsewhere in the Contract Documents.

B. PERIOD COVERED. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

C. DATE OF PAYMENT. Payments shall be made by Owner in accordance with the requirements of Florida Statutes § 218.735.

D. SUPPORTING DOCUMENTATION. With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner or Architect/Engineer to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager; less (2) that portion of those payments attributable to the Construction Manager's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

E. SCHEDULE OF VALUES. Each Application for Payment shall be based upon the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire GMP among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule,

unless objected to by the Architect/Engineer, shall be used as a basis for reviewing the Construction Manager's Application for Payment.

F. Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the GMP allocated to that portion of the Work in the schedule of values.

G. COMPUTATION. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 5.6 of the General Conditions, even though the GMP has not yet been adjusted by Change Order.

2. Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the Project Site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the Project Site at a location agreed upon in writing, supported by paid receipts.

3. Add the Construction Manager's Fee, less retainage of five (5%). The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Sections at the rate stated in Section 5.1. or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount which bears the same ratio to that fixed-sum Construction Manager's Fee as the Cost of the Work in the two preceding Sections bears to a reasonable estimate of the probable Cost of the Work upon its completion.

4. Subtract the aggregate of previous payments made by the Owner.

5. Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.D to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner in such documentation.

6. Subtract amounts, if any, for which the Architect/Engineer has withheld or nullified a Certificate for Payment as provided in Section 3.3.C of the General Conditions.

H. SUBCONTRATOR RETAINAGE. Except with Owner's prior approval, per Florida Statutes § 255.078, Subcontractor payments shall be subject to retention of not less than five percent (5%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for Subcontracts.

I. REDUCTION IN RETAINAGE. Notwithstanding the foregoing, upon completion of at least fifty percent (50%) of the Work, as determined by the Architect/Engineer and Owner, the Owner shall reduce to three percent (3%) the amount of retainage withheld from the Construction Manager's Fee in each subsequent progress payment.

J. NO ADVANCE PAYMENTS. Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the Project Site.

K. RELIANCE ON INFORMATION. In taking action on the Construction Manager's Applications for Payment, the Architect/Engineer shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect/Engineer has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.D or other supporting data, that the Architect/Engineer has made exhaustive or continuous on-site inspections or that the Architect/Engineer has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner acting in the sole interest of the Owner.

7.2 FINAL PAYMENT.

A. CONDITIONS OF FINAL PAYMENT. Final payment shall be made by the Owner to the Construction Manager when (1) the Agreement has been fully performed by the Construction Manager except for the Construction Manager's responsibility to correct nonconforming Work, as provided in Section 2.4.C of the General Conditions, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed by the Owner; and (3) a final Certificate for Payment has then been issued by the Architect/Engineer; such final payment shall be made by the Owner not more than thirty (30) days after the issuance of the Architect/Engineer's final Certificate for Payment, or as follows:

B. CALCULATION. The amount of the final payment shall be calculated as follows:

1. Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the GMP.

2. Subtract amounts, if any, for which the Architect/Engineer withholds, in whole or in part, a final Certificate for Payment as provided in Section 2.4.C of the General Conditions or other provisions of the Contract Documents.

3. Subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner. Failing reimbursement by the Construction Manager and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such overpayment.

C. REVIEW. The Owner's fiscal staff will review and report in writing on the Construction Manager's final accounting within thirty (30) days after delivery of the final accounting to the Architect/Engineer by the Construction Manager. Based upon such Cost of the Work as the Owner's fiscal staff report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.A have been met, the Architect/Engineer will, within seven days after receipt of the written report of the Owner's fiscal staff, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager or notify the Construction Manager and Owner in writing of the Architect/Engineer's reasons for withholding a certificate as provided in Section 3.5.C of the General Conditions.

D. ISSUANCE. If the Owner's fiscal staff report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article 9 without a further decision of the Architect/Engineer. Unless agreed to otherwise, a demand for mediation or arbitration of the disputed amount shall be made by the Construction Manager within sixty (60) days after the Construction Manager's receipt of a copy of the Architect/Engineer's final Certificate for Payment. Failure to make such demand within this 60-day period shall result in the substantiated amount reported by the Owner's fiscal staff becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect/Engineer's final Certificate for Payment.

E. ADDITIONAL REIMBURSEMENTS. If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1 and not excluded by Section 6.2, (1) to correct nonconforming Work or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the GMP. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8
INSURANCE AND BONDS

8.1 INSURANCE. If and to the extent required by the Piggyback Agreement (and incorporated documents), the Construction Manager shall furnish insurance coverage for (but not necessarily limited to) workers' compensation, commercial general liability, auto liability, excess

liability, and builder's risk. The Construction Manager shall furnish the Owner all appropriate policies and Certificate(s) of Insurance.

8.2 PAYMENT AND PERFORMANCE BOND.

A. BOND REQUIRED. The Construction Manager shall post a Payment and Performance Bond in the amount of the GMP, in a form provided and approved by the Owner.

B. DELIVERY. The Construction Manager shall file in the county records and deliver a recorded version of the required bond to the Owner at least three days before the commencement of any Construction Phase services.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 DISPUTE RESOLUTION. During both the Preconstruction and Construction Phases, claims, disputes or other matters in question between the parties to this Agreement shall be resolved as provided in Article VIII of the General Conditions.

9.2 OTHER PROVISIONS. Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in the General Conditions.

9.3 EXTENT OF CONTRACT. This Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager. Except as provided in Section 9.13 below, if anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

9.4 OWNERSHIP AND USE OF DOCUMENTS. Section 10.4 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

9.5 GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida. Venue for any petition for writ of certiorari or other court action allowed by this Agreement shall be in the Circuit Court of the 12th Judicial Circuit in and for Lee County, Florida.

9.6 ASSIGNMENT. The Owner and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Agreement as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

9.7 SUBSTANTIAL COMPLETION DEFINED. Substantial Completion shall be defined as provided in Article I of the General Conditions. In the event a temporary certificate of occupancy or completion is issued establishing Substantial Completion, the Construction Manager shall diligently pursue the issuance of a permanent certificate of occupancy or completion.

9.8 PROJECT MEETINGS. During the Construction Phase, there shall be project meetings, at the jobsite or other location acceptable to the parties, on a regularly scheduled basis. The meetings will be attended by a representative of the Construction Manager, Architect/Engineer and Owner. These representatives shall be authorized to make decisions that are not otherwise contrary to the requirements of this Agreement.

9.9 WEATHER. During the Construction Phase, any rainfall, temperatures below 32 degrees Fahrenheit or winds greater than 25 m.p.h. which actually prevents Work on a given day, shall be considered lost time and an additional day added to the Contract Time, provided no work could be done on site, and provided written notice has been submitted to the Owner by the Construction Manager documenting same.

9.10 SHOP DRAWINGS; CRITICAL SUBMITTALS. In consideration of the impact of timely review of submittals and shop drawings on the overall progress of the Work, it is hereby agreed that the Owner shall cause his agents and design professionals to accomplish the review of any particular "critical" submittals and/or shop drawings and return same to the Construction Manager within fourteen (14) days.

9.11 PUNCH LIST. Within 30 days after obtainment of Substantial Completion, the Owner shall generate a "punch list" of all work items requiring remedial attention by the Construction Manager. Within 5 days thereafter the Architect/Engineer shall assign a fair value to the punch list items, which sum shall be deducted from the next scheduled progress payment to the Construction Manager. Upon satisfactory completion of the punch list items, as certified by the Architect/Engineer, the previously deducted sum shall be paid to the Construction Manager.

9.12 CLOSEOUT DOCUMENTATION. Within 30 days after obtainment of Substantial Completion and before final payment, Construction Manager shall gather and deliver to Owner all warranty documentation, all manufacturer's product and warranty literature, all manuals (including parts and technical manuals), all schematics and handbooks, and all as-built drawings.

9.13 GOVERNING PROVISIONS; CONFLICTS. In the event of a conflict between this Agreement and the Specifications or General Conditions, this Agreement shall prevail. In the event of a conflict between the Specifications and the General Conditions, the Specifications shall govern. In the event of a conflict between any of the foregoing documents and the Construction Manager's proposal, the foregoing documents shall prevail.

9.14 IMMIGRATION COMPLIANCE; E-VERIFY. Construction Manager acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, *et seq*., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be

grounds for immediate termination of this Agreement. The Construction Manager's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Construction Manager shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Owner. Pursuant to Florida Statutes § 448.095(2), Construction Manager shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Construction Manager's contract with the Owner cannot be renewed unless, at the time of renewal, Construction Manager certifies in writing to the Owner that it has registered with and uses the E-Verify system. If Construction Manager enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Construction Manager shall maintain a copy of such affidavit for the duration of the contract. If Construction Manager develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Construction Manager shall terminate the contract with the subcontractor. If the Owner develops a good faith belief that Construction Manager has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Owner shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

9.15 INDEPENDENT CONTRACTOR. The Construction Manager acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of the Owner.

9.16 WAIVERS. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

9.17 AUTHORITY. Each of the Owner and Construction Manager represents and warrants to the other its respective authority to enter into this Agreement.

9.18 COVENANT TO DEFEND. Neither the validity of this Agreement nor the validity of any portion hereof may be challenged by any party hereto, and each party hereto hereby waives any right to initiate any such challenge. Furthermore, if this Agreement or any portion hereof is challenged by a third party in any judicial, administrative, or appellate proceeding (each party hereby covenanting with the other party not to initiate, encourage, foster, promote, cooperate with, or acquiesce to such challenge), the parties hereto collectively and

individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating this Agreement or any portion thereof.

9.19 DISCLAIMER OF THIRD-PARTY BENEFICIARIES; SUCCESSORS AND ASSIGNS. This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof. This Agreement shall be binding upon, and its benefits and advantages shall inure to, the successors and assigns of the parties hereto.

9.20 HEADINGS AND CAPTIONS. The headings and captions of articles, sections, and paragraphs used this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

9.21 OWNER DIRECT PURCHASES. As authorized by Florida Statutes § 212.08(6), Florida Administrative Code § 12A-1.094, and Florida Department of Revenue Tax Information Publication 13A01-01, the Owner reserves the right to require the Contractor to assign some or all of its subcontracts or other agreements with material suppliers directly to the Town. This process will be referred to as Owner Direct Purchases (ODP) and is a method that may be utilized to create savings for the Owner. The Owner saves the amount of the sales tax when it purchases material/equipment required for a construction project directly from the manufacturer/supplier (material/equipment cost only), and simultaneously decreases the amount of the contract for the cost of the materials/equipment plus the sales tax. If the Owner elects to invoke this process, the contract cost reduction will be accomplished through the issuance of a deductive change order.

9.22 LEGAL REFERENCES. All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

9.23 SEVERABILITY. The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision should not affect the validity of any other term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

9.24 ATTORNEY'S FEES AND COSTS. In any claim dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying its attorney's fees and costs regardless of the outcome of any such procedure or litigation, including related appellate and dispute resolution proceedings.

9.25 NOTICES. All notices, comments, consents, objections, approvals, waivers, and elections under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

To the Owner:	David Willems, P.E., Public Works Director 9401 Corkscrew Palms Circle Estero, FL 33928 willems@estero-fl.gov
To the Construction Manager:	Howard Wheeler, II, President Chris-Tel Company of Southwest Florida, Inc. 2534-A Edison Avenue Ft. Myers, FL 33901

Notices, comments, consents, objections, approvals, waivers and elections shall be deemed given when received by the party for whom such communication is intended at such address herein specified, or such other physical address or email address as such party may have substituted by notice to the other.

ARTICLE 10
TERMINATION OR SUSPENSION

10.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE.

A. RIGHT OF TERMINATION. Prior to execution by both parties of the GMP Addendum, the Owner may terminate this Agreement at any time without or without cause pursuant to Sections 14.1 and 14.2 of the General Conditions, and the Construction Manager may terminate this Agreement for any of the reasons described in Section 14.6 of the General Conditions.

B. COMPENSATION FOR PRECONSTRUCTION SERVICES. If the Owner or Construction Manager terminates this Contract pursuant to this Section 10.1 prior to commencement of the Construction Phase, the Construction Manager shall be equitably compensated for Preconstruction Services performed prior to receipt of notice of termination; provided, however, that the compensation for such services shall not exceed the compensation set forth in Section 4.1.A.

C. ADDITIONAL COMPENSATION FOR CONSTRUCTION SERVICES. If the Owner or Construction Manager terminates this Agreement pursuant to this Section 10.1 after commencement of the Construction Phase, the Contractor shall, in addition to the compensation provided in Section 10.1.B, be paid an amount calculated as follows:

1. Take the Cost of the Work incurred by the Contractor.

2. Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, of the Construction Manager's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as to Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion.

3. Subtract the aggregate of previous payments made by the Owner on account of the Construction Phase.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.C.1. To the extent that the Owner elects to take legal assignment of Subcontracts and purchase orders (including rental agreements), the Construction Manager shall as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such Subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such Subcontracts or purchase orders.

Subcontracts, purchase orders and rental agreements entered into by the Construction Manager with the Owner's written approval prior to the execution of the GMP Addendum shall contain provisions permitting assignment to the Owner as described above. If the Owner accepts such assignment, the Owner shall reimburse or indemnify the Construction Manager with respect to all costs arising under the Subcontract, purchase order or rental agreement except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner elects not to accept the assignment of any Subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this Agreement not been terminated, the Construction Manager shall terminate such Subcontract, purchase order or rental agreement and the Owner shall pay the Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.

10.2 TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED MAXIMUM PRICE. Subsequent to execution by both parties of the GMP Addendum, the Agreement may be terminated as provided in Article 14 of the General Conditions.

A. LIMITATION ON PAYMENT; TERMINATION BY OWNER. In the event of such termination by the Owner, the amount payable to the Construction Manager pursuant to Section 14.2 of the General Conditions shall not exceed the amount the Construction

Manager would have been entitled to receive pursuant to Sections 10.1.B and 10.1.C of this Agreement.

B. LIMITATION ON PAYMENT; TERMINATION BY CONSTRUCTION MANAGER. In the event of such termination by the Construction Manager, the amount to be paid to the Construction Manager under Section 14.6 of the General Conditions shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.B and 10.1.C above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.

10.3 SUSPENSION. The Work may be suspended by the Owner as provided in Section 14.3 of the General Conditions. In such case, the term "Contract Sum" in that Section shall be understood to mean Cost of the Work.

WHEREFORE, the Parties hereto have entered into this Agreement as of the Effective Date.

Chris-Tel Construction	**Village of Estero**
By: _____	By: _____
Howard Wheeler, II, President	Steve Sarkozy, Village Manager

GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM
to
AGREEMENT
for
CONSTRUCTION MANAGEMENT AT RISK SERVICES

THIS GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM TO THE AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES ("GMP Addendum") is made and entered into this ___ day of _____, 2024 (the "Effective Date"), by and between the Village of Estero, a Florida municipal corporation, referred to herein as "Owner", and the firm of Chris-Tel Company of Southwest Florida, Inc., d/b/a Chris-Tel Construction, a Florida corporation, referred to herein as "Construction Manager."

WHEREAS, Owner and Construction Manager entered into the Agreement for Construction Management at Risk Services (the "Agreement") under which Construction Manager is providing the professional construction management services requisite to the implementation of the construction of the infrastructure improvements related to the Village Entertainment Hub project (as further defined in the Agreement as the "Project"); and

WHEREAS, the Agreement provides that prior to commencement of the Construction Phase, Construction Manager and Owner must agree upon a Guaranteed Maximum Price (GMP) for the construction of the Project, to be established and memorialized in an addendum supplementing the Agreement; and

WHEREAS, the Project has been designed and permitted to a point sufficient that Construction Manager and Owner have agreed upon a GMP, as set forth herein.

NOW THEREFORE, Owner and Construction Manager, in consideration of the mutual covenants hereinafter set forth, and the mutual covenants set forth in the Agreement, the sufficiency of which is hereby acknowledged, agree as follows:

1. Establishment of GMP. Pursuant to Article 5 of the Agreement, the Owner and Construction Manager establish a GMP and Contract Time for the Work as set forth below. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract Documents and in the General Conditions.

2. GMP; Contract Documents. The Construction Manager's GMP for the Work, including the estimated Cost of the Work ($_____) and the Construction Manager's Fee (_____), is a total of _____ dollars ($_____). This price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Addendum and marked Exhibits A through J, as follows:

(a) Exhibit A. Project Plans and Specifications, addenda and General, Supplementary and other Conditions of the Agreement on which the GMP is based, pages _____ through _____, dated _____;

(b) Exhibit B. Allowance items, pages _____ through _____ , dated _____;

(c) Exhibit C. Assumptions and Clarifications made in preparing the GMP, pages _____ through _____, dated _____;

(d) Exhibit D. Project Schedule, pages _____ through _____, dated _____;

(e) Exhibit E. Alternate Prices, pages _____ through _____, dated _____; and

(f) Exhibit F. Unit Prices, pages _____ through _____, dated _____.

(g) Exhibit G. Affidavit of No Conflict;

(h) Exhibit H. Certificate(s) of Insurance;

(i) Exhibit I. Payment and Performance Bond;

(j) Exhibit J. Standard Forms:
1- Application for Payment
2- Certificate of Substantial Completion
3- Final Reconciliation/Warranty/Affidavit
4- Change Order

Additional Contract Documents include the Agreement and attached General Conditions of the Construction Agreement, Addenda issued prior to execution of the Agreement, the Request for Proposal, the Construction Manager's proposal, permits, notice of intent to award, Notice to Proceed, purchase order(s), written amendments, Change Order(s), Work Directive Change(s) and Field Directive(s). No other documents shall be considered Contract Documents. In case of conflict, the earliest listed document shall prevail over later listed documents.

3. Contract Time; Liquidated Damages. The Construction Manager shall achieve Substantial Completion of the entire Work within _____ (__) days of receipt of the Notice to Proceed. Time is of the essence in the Contract Documents and all obligations thereunder. If the Construction Manager fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Construction Manager, as liquidated damages and not as a penalty, the sum of $_____ per calendar day, commencing on the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion.

Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Construction Manager under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Construction Manager shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

4. Effect of GMP. This Addendum shall constitute the GMP Addendum for purpose of satisfying the requirements of Article 5 of the Agreement, and shall supplement and amend the Agreement such that all references to the GMP shall be construed to refer to the GMP set forth herein, as such GMP may be adjusted pursuant to the terms of the Agreement. All terms of the Agreement, as supplemented hereby, shall remain in full force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this GMP Addendum to be duly executed by their authorized representatives:

Chris-Tel Construction

By: _____
Howard Wheeler, II, President

VILLAGE OF ESTERO,
a Florida municipal corporation

By: _____
Steve Sarkozy, Village Manager

Exhibit 1
Preconstruction Services Proposal

Exhibit 1

2.1 PRECONSTRUCTION PHASE.

A. PRELIMINARY EVALUATION. The Construction Manager shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other.

B. CONSULTATION. The Construction Manager, with the Architect/Engineer, shall jointly schedule and attend regular meetings with the Owner. The Construction Manager shall consult with the Owner and Architect/Engineer regarding site use and improvements and the selection of materials, building systems and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies.

C. PRELIMINARY PROJECT SCHEDULE. When Project requirements described in Section 3.1.A have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Architect/Engineer's review and the Owner's approval. The Construction Manager shall obtain the Architect/Engineer's approval of the portion of the preliminary Project schedule relating to the performance of the Architect/Engineer's services. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the Owner, Architect/Engineer and Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price (GMP) proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect/Engineer.

D. PHASED CONSTRUCTION. Notwithstanding the phasing set forth in § 1.4 above, the Construction Manager shall make recommendations to the Owner and Architect/Engineer regarding the phased issuance of Project Plans and Specifications to facilitate phased construction of the Work or alternative phasing proposals, if such phased construction or alternate phasing proposals are appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.

Exhibit 1

E. PRELIMINARY COST ESTIMATES.

1. Upon the completion of the construction documents, the Construction Manager shall advertise the project for the appropriate duration (21 days) in the local newspaper as well as through our internal subcontractor bidding database (iSqft).
2. Once all subcontractor bids are received, our team will perform a bid opening with The Village of Estero at Chris-Tel's office.
3. After all bids are vetted and qualified, Chris-Tel will produce a Guaranteed Maximum Price (GMP) for the Village of Estero.
4. If the GMP or estimated GMP submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect/Engineer.

F. SUBCONTRACTORS AND SUPPLIERS. The Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to the Owner and Architect/Engineer for their information a list of possible Subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Architect/Engineer will promptly reply in writing to the Construction Manager if the Architect/Engineer or Owner know of any objection to such Subcontractor or supplier. The receipt of such list shall not require the Owner or Architect/Engineer to investigate the qualifications of proposed Subcontractors or suppliers, nor shall it waive the right of the Owner or Architect/Engineer later to object to or reject any proposed Subcontractors or suppliers.

G. LONG-LEAD-TIME ITEMS. The Construction Manager shall recommend to the Owner and Architect/Engineer a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead-time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's GMP proposal, all contacts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long-lead-time items.

H. EXTENT OF RESPONSIBILITY. The Construction Manager does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. The recommendation and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants. It is not the Construction Manager's responsibility to ascertain

Exhibit 1

that the Project Plans and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manager recognizes that portions of the Project Plans and Specifications are at variance therewith, the Construction Manager shall promptly notify the Architect/Engineer and Owner in writing.

I. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION. The Construction Manager shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.

J. PRECONSTRUCTION COMPENSATION. The Construction Manager's compensation or fee for Preconstruction Services shall be **$28,175.00**

The Village of Estero
Sandy Lane Bike/Pedestrian Improvements

April 10, 2024

Preconstruction Services Labor Cost Breakdown - Detail Summary

Code	Description	Quantity	Unit	Unit Cost	Amount	Total Cost
011600	PROJECT DIRECTOR					5,660
	Project Director	20	hrs	283	5,660	
011690	CONSTRUCTION OPERATIONS MANAGER					3,020
	Construction Operations Manager	20	hrs	151	3,020	
011701	PROJECT MANAGER					3,240
	Project Manager	30	hrs	108	3,240	
011701	PROJECT MANAGER - SCHEDULER					600
	Project Manager -Scheduler	4	hrs	150	600	
017516	ESTIMATING					14,035
	Estimator	130	hrs	97	12,610	
	Project Coordinator	25	hrs	57	1,425	
	Subtotal Salaried Costs					**26,555**
001113	LEGAL ADVERTISEMENTS					1,200
	Legal Ad for Bidding	1	ls	1,200	1,200	
015235	POSTAGE & FAST MAILING					200
	Mail	8	mo	10	80	
	UPS	8	mo	15	120	
015230	OFFICE SUPPLIES					120
	Office Supplies	8	mo	15	120	
015230	PLAN REPRODUCTION					100
	Plans & Specs Reproduction - Precon	1	ls	100	100	
	Subtotal Other Costs					**1,620**
TOTAL PRECONSTRUCTION SERVICES COSTS					**$**	**28,175**

Page 1 of 2

The Village of Estero
Sandy Lane Bike/Pedestrian Improvements

CHRIS TEL CONSTRUCTION

Preconstruction Services Labor Cost Breakdown
April 10, 2024

Personnel	July	August	Hours	Rates	Total Amount	% Involvement
Project Director	5	15	20	$ 283	$ 5,660	3.91%
Construction Operations Manager	5	15	20	$ 151	$ 3,020	3.91%
Project Manager	10	20	30	$ 108	$ 3,240	5.86%
Project Manager - Scheduler	0	4	4	$ 150	$ 600	0.78%
Estimator	80	50	130	$ 97	$ 12,610	25.39%
Project Coordinator/Admin	5	20	25	$ 57	$ 1,425	4.88%
Total	105	124	229		$ 26,555	

Advertise, Prepare and Submit GMP

Subcontractor Award

Exhibit 2
Chris-Tel Construction Billable Rate Sheet

CHRIS TEL CONSTRUCTION

Attachment "A"
BILLABLE RATES

04-10-2024

The following Chris-Tel Construction titled employees' time spent working on the project will be billed to the project at the fixed rates listed below. These rates include all labor, labor burden, and fringe benefits costs.

POSITIONS	RATE/HR
PROJECT DIRECTOR	283
DIRECTOR OF OPERATIONS	177
CONSTRUCTION OPERATIONS MANAGER	151
SENIOR PROJECT MANAGER	139
PROJECT MANAGER I	108
PROJECT MANAGER II	119
PROJECT MANAGER – SCHEDULER	150
ASSISTANT PROJECT MANAGER	73
PROJECT ENGINEER	44
FIELD OPERATIONS MANAGER	147
SENIOR SUPERINTENDENT	150
SUPERINTENDENT I	104
SUPERINTENDENT II	125
ASSISTANT SUPERINTENDENT	76
CARPENTER	81
LABOR FOREMAN	33
LABORER	30
PROJECT COORDINATOR	57
CONSTRUCTION ADMINISTRATOR	61
DOCUMENT CONTROL SPECIALIST	73
INTERN	38
MANAGER – ESTIMATING	180
SENIOR ESTIMATOR	137
ESTIMATOR	97
JUNIOR ESTIMATOR	88
MANAGER – CONTINUING CONTRACTS	164
SAFETY MANAGER	108
MANAGER – BIM/VDC	125
SENIOR BIM/VDC COORDINATOR	97
BIM/VDC COORDINATOR	88
IT SPECIALIST	86
MANAGER - ACCOUNTING	76

CHRIS TEL CONSTRUCTION

Attachment "A"

BILLABLE RATES

04-10-2024

ACCOUNTING LEAD	58
PROJECT ACCOUNTANT	58
DIRECTOR, STRATEGIC DEVELOPMENT	175
MANAGER, STRATEGIC DEVELOPMENT	131
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GENERAL CONDITIONS

of the

CONSTRUCTION AGREEMENT

GENERAL CONDITIONS
ARTICLE I
DEFINITIONS

1.1 Definitions. For purposes of the Contract Documents, the following terms shall have the following meanings.

A. Acceptance: The acceptance of the Project into the Owner's operating public infrastructure.

B. Application for Payment: The form approved and accepted by the Owner, which is to be used by Contractor in requesting progress payments or final payment and which is to include such supporting documentation as is required by the Contract Documents.

C. Architect/Engineer: Atkins North America, Inc, registered and licensed to do business in the State of Florida.

D. Change Order: A written order signed by the Owner, the Architect/Engineer and the Contractor authorizing a change in the Project Plans and/or Specifications and, if necessary, a corresponding adjustment in the Contract Sum and/or Contract Time, pursuant to Article V.

E. Compensable Delay: Any delay beyond the control and without the fault or negligence of the Contractor resulting from Owner-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by Owner.

F. Contractor's Personnel: The Contractor's key personnel designated by Contractor.

G. Construction Services: The Construction Services to be provided by Contractor pursuant to Section 2.4, in accordance with the terms and provisions of the Contract Documents.

H. Contract Sum: The total compensation to be paid to the Contractor for Construction Services rendered pursuant to the Contract Documents, as set forth in Contractor's Bid (or Guaranteed Maximum Price Addendum), unless adjusted in accordance with the terms of the Contract Documents.

I. Construction Team: The working team established pursuant to Section 2.1.B.

J. Contract Time: The time period during which all Construction Services are to be completed pursuant to the Contract Documents, to be set forth in the Project Schedule.

K. Days: Calendar days except when specified differently. When time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day will be omitted from the computation.

L. Defective: When modifying the term "Work", referring to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or that does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or that has been damaged prior to Owner's approval of final payment (unless responsibility for the protection thereof has been assumed by Owner).

M. Excusable Delay: Any delay beyond the control and without the negligence of the Contractor, the Owner, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of a public enemy, fires, floods, freight embargoes, acts of government other than Owner or epidemics. Labor disputes and above average rainfall shall give rise only to excusable delays.

N. Field Directive: A written order issued by Owner which orders minor changes in the Work not involving a change in Contract Time, to be paid from the Owner's contingency funds.

O. Final Completion Date: The date upon which the Project is fully constructed and all Work required on the Project and Project Site is fully performed as verified in writing by the Owner.

P. Float or Slack Time: The time available in the Project Schedule during which an unexpected activity can be completed without delaying substantial completion of the Work.

Q. Force Majeure: Those conditions constituting excuse from performance as described in and subject to the conditions described in Article XII.

R. Inexcusable Delay: Any delay caused by events or circumstances within the control of the Contractor, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight or diligence on the part of the Contractor.

S. Non-prejudicial Delay: Any delay impacting a portion of the Work within the available total Float or Slack Time and not necessarily preventing Substantial Completion of the Work within the Contract Time.

T. Notice to Proceed: Written notice by Owner (after execution of Contract) to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform the Work.

U. Owner: Village of Estero, a Florida municipal corporation.

V. Owner's Project Representative: The individual designated by Owner to perform those functions set forth in Section 7.8.

W. Payment and Performance Bond: The Payment and Performance Bond security posted pursuant to Section 2.4.Y to guarantee payment and performance by the Contractor of its obligations hereunder.

X. Permitting Authority: Any applicable governmental authority acting in its governmental and regulatory capacity which is required to issue or grant any permit, certificate, license or other approval which is required as a condition precedent to the commencement or approved of the Work, or any part thereof, including the building permit.

Y. Prejudicial Delay: Any excusable or compensable delay impacting the Work and exceeding the total float available in the Project Schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

Z. Progress Report: A report to Owner that includes all information required pursuant to the Contract Documents and submitted in accordance with Section 2.4.EE, hereof.

AA. Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by Owner and by separate contractors. For the purposes of the Contract Documents, the term Project shall include all areas of proposed improvements and all areas which may reasonably be judged to have an impact on the Project.

BB. Project Costs: The costs incurred by the Contractor to plan, construct and equip the Project and included within, and paid as a component of, the Contract Sum.

CC. Project Manager: Subject to the prior written consent of Owner, the individual designated to receive notices on behalf of the Contractor, or such other individual designated by the Contractor, from time to time, pursuant to written notice in accordance with the Contract Documents.

DD. Project Plans and Specifications: The one hundred percent (100%) construction drawings and specifications prepared by the Architect/Engineer, and any changes, supplements, amendments or additions thereto approved by the Owner, which shall also include any construction drawings and final specifications required for the repair or construction of the Project, as provided herein.

EE. Project Schedule: The schedule and sequence of events for the commencement, progression and completion of the Project, developed pursuant to Section 2.3., as such schedule may be amended as provided herein.

FF. Project Site: The site depicted in the Project Plans and Specifications, inclusive of all rights of way, temporary construction easements or licensed or leased sovereign lands.

GG. Pre-operation Testing: All field inspections, installation checks, water tests, performance tests and necessary corrections required of Contractor to demonstrate that individual components of the Work have been properly constructed and do operate in accordance with the Contract Documents for their intended purposes.

HH. Procurement Ordinance: The Village of Estero, as amended from time to time.

II. Punch List Completion Date: The date upon which all previously incomplete or unsatisfactory items, as identified by the Contractor, the Architect/Engineer and/or the Owner are completed in a competent and workmanlike manner, consistent with standards for Work of this type and with good building practices in the State of Florida.

JJ. Subcontractor: Any individual (other than a direct employee of the Contractor) or organization retained by Contractor to plan, construct or equip the Project pursuant to Article IV.

KK. Substantial Completion and Substantially Complete: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy or completion and other permits, approvals, licenses, and other documents from any governmental authority which are necessary for the beneficial occupancy of the Project.

LL. Substantial Completion Date: The date on which the Project is deemed to be Substantially Complete, as evidenced by receipt of (i) the Architect/Engineer's certificate of Substantial Completion, (ii) written Acceptance of the Project by the Owner, and (iii) approvals of any other authority as may be necessary or otherwise required.

MM. Unit Price Work: Work to be paid for on the basis of unit prices.

NN. Work: The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

OO. Work Directive Change: A written directive to Contractor, issued on or after the effective date of the Agreement pursuant to Section 5.8 and signed by Owner's Project Representative, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or responding to emergencies.

ARTICLE II
RELATIONSHIP AND RESPONSIBILITIES

2.1 Relationship between Contractor and Owner. The Contractor accepts the relationship of trust and confidence established with Owner pursuant to the Contract Documents. The Contractor shall furnish its best skill and judgment and cooperate with Owner and Owner's Project Representative in furthering the interests of the Owner. The Contractor agrees to provide the professional services required to complete the Project consistent with the Owner's direction and the terms of the Contract Documents. All services provided hereunder by Contractor, either directly or through Subcontractors, shall be provided in accordance with sound construction practices and applicable professional construction standards.

A. Purpose. The purpose of the Contract Documents is to provide for the provision of construction services for the Project on the Project Site by the Contractor, and construction of the Project by the Contractor in accordance with the Project Plans and Specifications. The further purpose of the Contract Documents is to define and delineate the responsibilities and obligations of the parties to the Contract Documents and to express the desire of all such parties to cooperate together to accomplish the purposes and expectations of the Contract Documents.

B. Construction Team. The Contractor, Owner and Architect/Engineer shall be called the "Construction Team" and shall work together as a team commencing upon full execution of the Contract Documents through Substantial Completion. As provided in Section 2.2, the Contractor and Architect/Engineer shall work jointly through completion and shall be available thereafter should additional services be required. The Contractor shall provide leadership to the Construction Team on all matters relating to construction. The Contractor understands, acknowledges and agrees that the Architect/Engineer shall provide leadership to the Construction Team on all matters relating to design.

C. Owner's Reliance on Bid (or Guaranteed Maximum Price Addendum). The Contractor acknowledges that the representations, statements, information and pricing contained in its Bid (or Guaranteed Maximum Price Addendum) have been relied upon by the Owner and have resulted in the award of this Project to the Contractor.

2.2 General Contractor Responsibilities. In addition to the other responsibilities set forth herein, the Contractor shall have the following responsibilities pursuant to the Contract Documents:

A. Personnel. The Contractor represents that it has secured, or shall secure, all personnel necessary to perform the Work, none of whom shall be employees of the Owner. Primary liaison between the Contractor and the Owner shall be through the Owner's Project Representative and Contractor's Project Manager. All of the services required herein shall be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in the Work shall be fully qualified and shall be authorized or permitted under law to perform such services.

B. Cooperation with Architect/Engineer. The Contractor's services shall be provided in conjunction with the services of the Architect/Engineer. In the performance of professional services, the Contractor acknowledges that time is critical for Project delivery. The Contractor acknowledges that timely construction utilizing the services of an Architect/Engineer and a Contractor requires maximum cooperation between all parties.

C. Timely Performance. The Contractor shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work, in accordance with the Project Schedule. Verification of estimated Project Schedule goals will be made as requested by the Owner.

D. Duty to Defend Work. In the event of any dispute between the Owner and any Permitting Authority that relates to the quality, completeness or professional workmanship of the Contractor's services or Work, the Contractor shall, at its sole cost and expense, cooperate with the Owner to defend the quality and workmanship of the Contractor's services and Work.

E. Trade and Industry Terminology. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids (or at the time of execution of the Guaranteed Maximum Price Addendum), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner or Contractor, or any of their agents or employees from those set forth in the Contract Documents. Computed dimensions shall govern over scaled dimensions.

2.3 Project Schedule. The Contractor, within ten (10) days after being awarded the Contract, shall prepare and submit for the Owner's and Architect/Engineer's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of Work.

A. The Project Schedule shall show a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of Work, subject to review of Owner and Architect/Engineer and approval or rejection by Owner. The Project Schedule shall show, at a minimum, the approximate dates on which each segment of the Work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The Project Schedule shall include all phases of procurement, approval of shop drawings, proposed Change Orders in progress, schedules for Change Orders, and performance testing requirements. The Project Schedule shall include a construction commencement date and Project Substantial Completion Date, which dates shall accommodate known or reasonably anticipated geographic, atmospheric and weather conditions.

B. The Project Schedule shall serve as the framework for the subsequent development of all detailed schedules. The Project Schedule shall be used to verify Contractor performance and to allow the Owner's Project Representative to monitor the Contractor's efforts.

C. The Project Schedule may be adjusted by the Contractor pursuant to Article V. The Owner shall have the right to reschedule Work provided

such rescheduling is in accord with the remainder of terms of the Contract Documents.

D. The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect/Engineer's approval. The Architect/Engineer's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect/Engineer reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

E. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect/Engineer.

2.4 Construction Services. The Contractor shall provide the following Construction Services:

A. Construction of Project. The Contractor shall work from the receipt of a Notice to Proceed through the Substantial Completion of the Project in accordance with the terms of the Contract Documents to manage the construction of the Project. The Construction Services provided by the Contractor to construct the Project shall include without limitation (1) all services necessary and commensurate with established construction standards, and (2) all services described in the Invitation for Bid (or Request for Proposal) and the Bid (or Guaranteed Maximum Price Addendum).

B. Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. Contractor shall start to perform the Work on the date specified in the Notice to Proceed, but no Work shall be done at the site prior to the issuance of the Notice to Proceed.

C. Quality of Work. If at any time the labor used or to be used appears to the Owner as insufficient or improper for securing the quality of Work required or the required rate of progress, the Owner may order the Contractor to increase its efficiency or to improve the character of its Work, and the Contractor shall conform to such an order. Any such order shall not entitle Contractor to any additional compensation or any increase in Contract Time. The failure of the Owner to demand any increase of such efficiency or any improvement shall not release the Contractor from its obligation to secure the quality of Work or the rate of progress necessary to complete the Work within the limits imposed by the Contract Documents. The Owner may require the Contractor to remove such personnel as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Project is deemed to be contrary to the Owner's interest. The Contractor shall provide good quality workmanship and shall promptly correct construction defects without additional compensation. Acceptance of the Work by the Owner shall not relieve the Contractor of the responsibility for subsequent correction of any construction defects.

D. Materials. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Architect/Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable supplier except as otherwise provided in the Contract Documents.

E. Accountability for Work. The Contractor shall be solely accountable for its Work, including plans review and complete submittals. The Contractor shall be solely responsible for means and methods of construction.

F. Contract Sum. The Contractor shall construct the Project so that the Project can be built for a cost not to exceed the Contract Sum.

G. Governing Specifications. The Project shall be constructed in accordance with applicable Owner design standards and guidelines. In the absence of specified Owner design standards or guidelines, the Architect/Engineer shall use, and the Contractor shall comply with, the most recent version of the applicable FDOT or AASHTO design standards. In general, the Project shall be constructed by the Contractor in accordance with applicable industry standards. The Contractor shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications or other mandates relevant to the Project or the services to be performed.

H. Adherence to Project Schedule. The development and equipping of the Project shall be undertaken and completed in accordance with the Project Schedule, and within the Contract Time described therein.

I. Superintendent. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

(1) The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect/Engineer the name and qualifications of the proposed superintendent. The Architect/Engineer may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect/Engineer has reasonable objection to the proposed superintendent or (2) that the Architect/Engineer requires additional time to review. Failure of the Architect/Engineer to reply within 14 days shall constitute notice of no reasonable objection.

(2) The Contractor shall not employ a proposed superintendent to whom the Owner or Architect/Engineer has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not be unreasonably withheld or delayed.

J. Work Hours. Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent

thereto and except as otherwise indicated in the Contract Documents or Village Code, all Work at the site shall be performed during regular working hours, and Contractor shall not permit overtime work or the performance of Work on a Saturday, Sunday or legal holiday without Owner's written consent given after prior notice to Architect/Engineer (at least seventy-two (72) hours in advance).

K. Overtime-Related Costs. Contractor shall pay for all additional Architect/Engineering charges, inspection costs and Owner staff time for any overtime work which may be authorized. Such additional charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by Owner on account of such overtime work. At Owner's option, such overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment.

L. Insurance, Overhead and Utilities. Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

M. Cleanliness. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project Site. Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from Contractor.

N. Loading. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

O. Safety and Protection. Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

(1) All employees on the Work and other persons and organizations who may be affected thereby;

(2) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and

(3) Other property at the Project Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic for the public and preservation of the Owner's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for safety and protection with regard to the Work shall continue until such time as all the Work is completed.

P. Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the Project Site or adjacent thereto, Contractor, without special instruction or authorization from Architect/Engineer or Owner, shall act to prevent threatened damage, injury or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner determines that a change in the Project is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variation.

Q. Substitutes. For substitutes not included with the Bid (or Guaranteed Maximum Price Addendum), but submitted after the effective date of the Agreement (or Guaranteed Maximum Price Addendum), Contractor shall make written application to Architect/Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Architect/Engineer in evaluating the proposed substitute. Architect/Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed substitute. In rendering a decision, Owner, Architect/Engineer and Contractor shall have access to any available Float Time in the Project Schedule. In the event that substitute materials or equipment not included as part of the Bid (or Guaranteed Maximum Price Addendum), but proposed after the effective date of the Contract Documents, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the Owner and an appropriate Change Order executed to adjust the Contract Sum.

(1) If a specific means, method, technique, sequence of procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Architect/Engineer if Contractor submits sufficient information to allow Architect/Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents.

(2) Architect/Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Architect/Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without Architect/Engineer's prior written acceptance which will

be evidenced by either a Change Order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

(3) Contractor shall reimburse Owner for the charges of Architect/Engineer and Architect/Engineer's Consultants for evaluating each proposed substitute submitted after the effective date of the Contract Documents and all costs resulting from any delays in the Work while the substitute was undergoing review.

R. Surveys and Stakes. The Contractor shall furnish, free of charge, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the Work. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the Project or parts of the Project critical are involved, the Contractor shall employ a competent surveyor who is registered in the State of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the Work. The Contractor shall be held responsible for the preservation of all stakes and marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they shall be immediately and accurately replaced by the Contractor.

S. Suitability of Project Site. The Contractor has, by careful examination, satisfied itself as to the nature and location of the Work and all other matters which can in any way affect the Work, including, but not limited to details pertaining to borings, as shown on the drawings. Such boring information is not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the Project Site, approximately at the locations indicated. The Contractor has examined boring data, where available, made its own interpretation of the subsurface conditions and other preliminary data, and has based its Bid (or Guaranteed Maximum Price Addendum) on its own opinion of the conditions likely to be encountered. Except as specifically provided in Sections 2.4.U., 5.4 and 5.5, no extra compensation or extension of time will be considered for any Project Site conditions that existed at the time of bidding (or at the time of execution of the Guaranteed Maximum Price Addendum). No verbal agreement or conversation with any officer, agent or employee of the Owner, before or after the execution of the Agreement, shall affect or modify any of the terms or obligations herein contained.

T. Project Specification Errors. If the Contractor, in the course of the Work, finds that the drawings, specifications or other Contract Documents cannot be followed, the Contractor shall immediately inform the Owner in writing, and the Owner shall promptly check the accuracy of the information. Any Work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's sole risk of non-payment and delay.

U. Remediation of Contamination: Owner and Contractor recognize that remediation of subsurface conditions may be necessary due to potential hazardous materials contamination. Because the presence or extent of any contamination is not known, Contractor shall include no cost in the Contract Sum, and no time in the Project Schedule, for cost or delays that might result from any necessary remediation. The Project Schedule will provide a period of time between demolition activities and the start of the next activity to commence any

remediation if needed. Contractor shall use all reasonable efforts in scheduling the Project to minimize the likelihood that remediation delays construction. Any hazardous materials remediation Work which Contractor agrees to perform shall be done pursuant to a Change Order or amendment consistent with the following:

(1) The dates of Substantial Completion shall be equitably adjusted based on delays, if any, incurred in connection with remediation efforts.

(2) Contractor, and any Subcontractors which have mobilized on the Project Site, shall be paid for demonstrated costs of overhead operations at the Project Site during any period of delay in excess of seven (7) days, except to the extent that Work proceeds concurrently with remediation. The categories of costs to be reimbursed are limited to those reasonably incurred at the jobsite during the delay period (such as trailers or offices, telephones, faxes, and the like); equipment dedicated to the Project and located at the Project Site; salaries and associated costs of personnel dedicated to the Project to the extent that they do not perform Work on other projects; and other jobsite costs that are reasonable and which are incurred during the delay period. Subcontractors and suppliers which have not mobilized are limited to the costs set forth in Section 2.4.U(3).

(3) Contractor and any Subcontractor or supplier on the Project who is eligible for compensation shall be paid any demonstrated costs of escalation in materials or labor, and reasonable costs of off-site storage of materials identified to the Project, arising as a result of any delay in excess of seven (7) days. Such Contractor, Subcontractors and suppliers are obligated to take all reasonable steps to mitigate escalation costs, such as through early purchase of materials.

(4) Contractor, for itself and all Subcontractors and suppliers on the Project, hereby agrees that the extension of time for delays under Section 2.4.U(1), and payment of the costs identified in Sections 2.4.U(2) and/or Section 2.4.U(3), are the sole remedies for costs and delays described in this Section, and waives all claims and demands for extended home office overhead (including, but not limited to, “Eichleay” claims), lost profit or lost opportunities, and any special, indirect, or consequential damages arising as a result of delays described in this Section. The Contract Sum shall be adjusted to reflect payment of allowable costs.

(5) If any delay described in this section causes the time or cost for the Project to exceed the Contract Time or the Contact Sum, then the Owner may terminate the Agreement pursuant to Section 14.2.

(6) Contractor and any Subcontractor or supplier seeking additional costs under this Section 2.4.U. shall promptly submit estimates or any costs as requested by Owner, and detailed back-up for all costs when payment is sought or whenever reasonably requested by Owner. All costs are auditable, at Owner’s discretion. Bid, estimate and pricing information

reasonably related to any request for additional compensation will be provided promptly upon request.

(7) Contractor shall include provisions in its subcontracts and purchase orders consistent with this Section.

V. Interfacing.

(1) The Contractor shall take such measures as are necessary to ensure proper construction and delivery of the Project, including but not limited to providing that all procurement of long-lead items, the separate construction Subcontractors, and the general conditions items are performed without duplication or overlap to maintain completion of all Work on schedule. Particular attention shall be given to provide that each Subcontractor bid package clearly identifies the Work included in that particular separate subcontract, its scheduling for start and completion, and its relationship to other separate contractors.

(2) Without assuming any design responsibilities of the Architect/Engineer, the Contractor shall include in the Progress Reports required under this Section 2.4 comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Architect/Engineer may arrange for necessary corrections.

W. Job Site Facilities. The Contractor shall arrange for all job site facilities required and necessary to enable the Contractor and Architect/Engineer to perform their respective duties and to accommodate any representatives of the Owner which the Owner may choose to have present on the job.

X. Weather Protection. The Contractor shall provide temporary enclosures of building areas in order to assure orderly progress of the Work during periods when extreme weather conditions are likely to be experienced. The Contractor shall also be responsible for providing weather protection for Work in progress and for materials stored on the Project Site. A contingency plan shall be prepared upon request of the Owner for weather conditions that may affect the construction.

Y. Payment and Performance Bond. Prior to the construction commencement date, the Contractor shall obtain, for the benefit of and directed to the Owner, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the Contractor of its obligations under the Contract Documents, including but not limited to the construction of the Project on the Project Site and the payment of all obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Contractor to provide the Payment and Performance Bond shall be approved by the Owner prior to the issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that the surety is rated A or better by Best's Key Guide, latest edition.

Z. Construction Phase; Building Permit; Code Inspections. Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

(1) Building Permit. The Owner and Architect/Engineer shall provide such information to any Permitting Authority as is necessary to obtain approval from the Permitting Authority to commence construction prior to beginning construction. The Contractor shall pull any required building permit, and shall be responsible for delivering and posting the building permit at the Project Site prior to the commencement of construction. The cost of the building permit is included in the Contract Sum. The Owner and Architect/Engineer shall fully cooperate with the Contractor when and where necessary.

(2) Code Inspections. The Project requires detailed code compliance inspection during construction in disciplines determined by any Permitting Authority. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing general building and fire. The Contractor shall notify the appropriate inspector(s) and the Architect/Engineer, no less than 24 hours in advance, when the Work is ready for inspection and before the Work is covered up. All inspections shall be made for conformance with the applicable ordinances and building codes. Costs for all re-inspections of Work found defective and subsequently repaired shall not be included as Project Costs and shall be borne by the Contractor or as provided in the contract between Contractor and Subcontractor.

(3) Contractor's Personnel. The Contractor shall maintain sufficient off-site support staff and competent full-time staff at the Project Site authorized to act on behalf of the Contractor to coordinate, inspect, and provide general direction of the Work and progress of the Subcontractors. At all times during the performance of the Work, the Owner shall have the right to demand replacement of Contractor Personnel to whom the Owner has reasonable objection, without liability to the Contractor.

(4) Lines of Authority. To provide general direction of the Work, the Contractor shall establish and maintain lines of authority for its personnel and shall provide this information to the Owner and all other affected parties, such as the code inspectors of any Permitting Authority, the Subcontractors, and the Architect/Engineer. The Owner and Architect/Engineer may attend meetings between the Contractor and his Subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of the Contractor to administer the subcontracts.

AA. Quality Control. The Contractor shall develop and maintain a program, acceptable to the Owner and Architect/Engineer, to assure quality control of the construction. The Contractor shall be responsible for and supervise the Work of all Subcontractors, providing

instructions to each when their Work does not conform to the requirements of the Project Plans and Specifications, and the Contractor shall continue to coordinate the Work of each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should a disagreement occur between the Contractor and the Architect/Engineer over the acceptability of the Work, the Owner, at its sole discretion and in addition to any other remedies provided herein, shall have the right to determine the acceptability, provided that such determination is consistent with standards for construction projects of this type and generally accepted industry standards for workmanship in the State of Florida.

BB. Management of Subcontractors. All Subcontractors shall be compensated in accordance with Article IV. The Contractor shall solely control the Subcontractors. The Contractor shall negotiate all Change Orders and Field Orders with all affected Subcontractors and shall review the costs and advise the Owner and Architect/Engineer of their validity and reasonableness, acting in the Owner's best interest. When there is an imminent threat to health and safety, and Owner's Project Representative concurrence is impractical, the Contractor shall act immediately to remove the threats to health and safety and shall subsequently fully inform Owner of all such action taken. The Contractor shall also carefully review all shop drawings and then forward the same to the Architect/Engineer for review and actions. The Architect/Engineer will transmit them back to the Contractor, who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The Contractor shall maintain a suspense control system to promote expeditious handling. The Contractor shall request the Architect/Engineer to make interpretations of the drawings or specifications requested of him by the Subcontractors and shall maintain a business system to promote timely response. The Contractor shall inform the Architect/Engineer which shop drawings or requests for clarification have the greatest urgency, so as to enable the Architect/Engineer to prioritize requests coming from the Contractor. The Contractor shall advise the Owner and Architect/Engineer when timely response is not occurring on any of the above.

CC. Job Requirements.

(1) The Contractor shall provide each of the following as a part of its services hereunder:

(a) Maintain a log of daily activities, including manpower records, equipment on site, weather, delays, major decisions, etc;

(b) Maintain a roster of companies on the Project with names and telephone numbers of key personnel;

(c) Establish and enforce job rules governing parking, clean-up, use of facilities, and worker discipline;

(d) Provide labor relations management and equal opportunity employment for a harmonious, productive Project;

(e) Provide and administer a safety program for the Project and monitor for subcontractor compliance without relieving them of

responsibilities to perform Work in accordance with best acceptable practice;

(f) Provide a quality control program as provided under Section 2.4.C above;

(g) Provide miscellaneous office supplies that support the construction efforts which are consumed by its own forces;

(h) Provide for travel to and from its home office to the Project Site and to those other places within Lee County as required by the Project;

(i) Verify that tests, equipment, and system start-ups and operating and maintenance instructions are conducted as required and in the presence of the required personnel and provide adequate records of same to the Architect/Engineer;

(j) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Agreement, Owner/Architect/Engineer's clarifications and interpretations of the Contract Documents, progress reports, as-built drawings, and other project related documents;

(k) Keep a diary or logbook, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures, and provide copies of same to Owner/Architect/Engineer;

(l) Record names, addresses and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment;

(m) Furnish Owner/Architect/Engineer periodic reports, as required, of progress of the Work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions;

(n) Consult with Owner/Architect/Engineer in advance of scheduling major tests, inspections or start of important phases of the Work;

(o) Verify, during the course of the Work, that certificates, maintenance and operations manuals and other data required to be

assembled and furnished are applicable to the items actually installed, and deliver same to Owner/Architect/Engineer for review prior to final Acceptance of the Work; and

(p) Cooperate with Owner in the administration of grants.

(2) The Contractor shall provide personnel and equipment, or shall arrange for separate Subcontractors to provide each of the following as a Project Cost:

(a) Services of independent testing laboratories, and provide the necessary testing of materials to ensure conformance to contract requirements; and

(b) Printing and distribution of all required bidding documents and shop drawings, including the sets required by Permitting Authority inspectors.

DD. As-Built Drawings. The Contractor shall continuously review as-built drawings and mark up progress prints to provide as much accuracy as possible. Prior to, and as a requirement for authorizing final payment to the Contractor due hereunder, the Contractor shall provide to the Owner an original set of marked-up, as-built Project Plans and Specifications and an electronic format of those records showing the location and dimensions of the Project as constructed, which documents shall be certified as being correct by the Contractor and the Architect/Engineer. Final as-built drawings shall be signed and sealed by a registered Florida surveyor.

EE. Progress Reports. The Contractor shall forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the Work under the Contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.

FF. Contractor's Warranty. The Contractor warrants to the Owner and Architect/Engineer that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements will be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

(1) Contractor shall use its best efforts and due diligence to ensure that during the warranty period, those entities or individuals who have provided direct warranties to the Owner as required by the Contract Documents perform

all required warranty Work in a timely manner and at the sole cost and expense of such warranty providers. Any such cost or expense not paid by the warranty providers shall be paid by the Contractor, to include any costs and attorney's fees incurred in warranty-related litigation between Contractor and any Subcontractors.

(2) The Contractor shall secure guarantees and warranties of Subcontractors, equipment suppliers and materialmen, and assemble and deliver same to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation. The Contractor shall collect and deliver to the Owner any specific written guaranties or warranties given by others as required by subcontracts.

(3) At the Owner's request, the Contractor shall conduct, jointly with the Owner and the Architect/Engineer, no more than two (2) warranty inspections within three (3) years after the Substantial Completion Date.

GG. Apprentices. If Contractor employs apprentices, their performance of Work shall be governed by and comply with the provisions of Chapter 446, Florida Statutes.

HH. Schedule of Values. Unit prices shall be established for this Contract by the submission of a schedule of values within ten (10) days of receipt of the Notice to Proceed. The schedule shall include quantities and prices of items equaling the Contract Sum and will subdivide the Work into components in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of overhead and profit applicable to each item of Work. Upon request of the Owner, the Contractor shall support the values with data which will substantiate their correctness.

II. Other Contracts. The Owner reserves the right to let other Contracts in connection with this Work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and execution of their Work, and promptly connect and coordinate the Work with theirs.

ARTICLE III
COMPENSATION

3.1 Compensation. The Contract Sum constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Sum.

A. Adjustments. The Contract Sum may only be changed by Change Order or by a written amendment. Any claim for an increase or decrease in the Contract Sum shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within fifteen (15) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the

claimant is entitled as a result of the occurrence of said event. Failure to deliver a claim within the requisite 15–day period shall constitute a waiver of the right to pursue said claim.

B. Valuation. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Sum shall be determined in one of the following ways (at Owner's discretion):

(1) In the case of Unit Price Work, in accordance with Section 3.1.C, below; or

(2) By mutual acceptance of lump sum; or

(3) On the basis of the cost of the Work, plus a negotiated Contractor's fee for overhead and profit. Contractor shall submit an itemized cost breakdown together with supporting data.

C. Unit Price Work. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment pursuant to a requested Change Order under the following conditions:

(1) If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Sum and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and

(2) If there is no corresponding adjustment with respect to any other item of Work; and

(3) If Contractor believes that it has incurred additional expense as a result thereof; or

(4) If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or

(5) If the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

3.2 Schedule of Compensation. All payments for services and material under the Contract Documents shall be made in accordance with the following provisions.

A. Periodic Payments for Services. The Contractor shall be entitled to receive payment for Construction Services rendered pursuant to Section 2.4 in periodic payments which shall reflect a fair apportionment of cost and schedule of values of services furnished prior to payment, subject to the provisions of this Section.

B. Payment for Materials and Equipment. In addition to the periodic payments authorized hereunder, payments may be made for material and equipment not

incorporated in the Work but delivered and suitably stored at the Project Site, or another location, subject to prior approval and acceptance by the Owner on each occasion.

C. Credit toward Contract Sum. All payments for Construction Services made hereunder shall be credited toward the payment of the Contract Sum as Contractor's sole compensation for the construction of the Project.

3.3 Invoice and Payment. All payments for services and materials under the Contract Documents shall be invoiced and paid in accordance with the following provisions.

A. Invoices. The Contractor shall submit to the Owner periodic invoices for payment, in a form acceptable to the Owner, which shall include a sworn statement certifying that, to the best of the Contractor's knowledge, information and belief, the construction has progressed to the point indicated, the quality and the Work covered by the invoice is in accord with the Project Plans and Specifications, and the Contractor is entitled to payment in the amount requested, along with the cost reports required pursuant to Article II, showing in detail all monies paid out, Project Costs accumulated, or Project Cost incurred during the previous period. This data shall be attached to the invoice.

B. Additional Information; Processing of Invoices. Should an invoiced amount appear to exceed the Work effort believed to be completed, the Owner may, prior to processing of the invoice for payment, require the Contractor to submit satisfactory evidence to support the invoice. All progress reports and invoices shall be delivered to the attention of the Owner's Project Representative. Invoices not properly prepared (mathematical errors, billing not reflecting actual Work done, no signature, etc.) shall be returned to the Contractor for correction.

C. Architect/Engineer's Approval. Payment for Work completed shall be subject to the Architect/Engineer approving the payment requested by the Contractor and certifying the amount thereof that has been properly incurred and is then due and payable to the Contractor, and identifying with specificity any amount that has not been properly incurred and that should not be paid.

D. Warrants of Contractor with Respect to Payments. The Contractor warrants that (1) upon payment of any retainage, materials and equipment covered by a partial payment request will pass to Owner either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first; (2) Work, materials and equipment covered by previous partial payment requests shall be free and clear of liens, claims, security interests, or encumbrances, hereinafter referred to as "liens"; and (3) no Work, materials or equipment covered by a partial payment request which has been acquired by the Contractor or any other person performing Work at the Project Site, or furnishing materials or equipment for the Project, shall be subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or any other person.

E. All Compensation Included. Contractor's compensation includes full payment for services set forth in the Contract Documents, including but not limited to overhead, profit, salaries or other compensation of Contractor's officers, partners and/or employees, general operating expenses incurred by Contractor and relating to this Project, including the cost of management, supervision and data processing staff, job office equipment and supplies, and other similar items.

ARTICLE IV
SUBCONTRACTORS

4.1 Subcontracts. At the Owner's request, the Contractor shall provide Owner's Project Representative with copies of all proposed and final subcontracts, including the general and supplementary conditions thereof.

A. Subcontracts Generally. All subcontracts shall: (1) require each Subcontractor to be bound to Contractor to the same extent Contractor is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor, (2) provide for the assignment of the subcontracts from Contractor to Owner at the election of Owner, upon termination of Contractor, (3) provide that Owner will be an additional indemnified party of the subcontract, (4) provide that Owner will be an additional insured on all insurance policies required to be provided by the Subcontractor, except workers' compensation, (5) assign all warranties directly to Owner, and (6) identify Owner as an intended third-party beneficiary of the subcontract.

(1) A Subcontractor is a person or entity who has a direct contract with Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

(2) A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

B. No Damages for Delay. Except when otherwise expressly agreed to by Owner in writing, all subcontracts shall provide:

> "LIMITATION OF REMEDIES – NO DAMAGES FOR DELAY. The Subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect/Engineer or attributable to the Owner or Architect/Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim."

Each subcontract shall require that any claims by the Subcontractor for delay must be submitted to the Contractor within the time and in the manner in which the Contractor must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

C. Subcontractual Relations. The Contractor shall require each Subcontractor to assume all the obligations and responsibilities which the Contractor owes the Owner pursuant to the Contract Documents, by the parties to the extent of the Work to be performed by the

Subcontractor. Said obligations shall be made in writing and shall preserve and protect the rights of the Owner and Architect/Engineer, with respect to the Work to be performed by the Subcontractor, so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with its sub-subcontractors.

D. Insurance; Acts and Omissions. Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Contractor by the Owner. The Contractor shall be responsible to the Owner for the acts and omissions of its employees, agents, Subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to the Contractor.

4.2 Relationship and Responsibilities. Except as specifically set forth herein with respect to direct materials acquisitions by Owner, nothing contained in the Contract Documents or in any Contract Document does or shall create any contractual relation between the Owner or Architect/Engineer and any Subcontractor. Specifically, the Contractor is not acting as an agent of the Owner with respect to any Subcontractor. The utilization of any Subcontractor shall not relieve Contractor from any liability or responsibility to Owner, or obligate Owner to the payment of any compensation to the Subcontractor or additional compensation to the Contractor.

4.3 Payments to Subcontractors; Monthly Statements. The Contractor shall be responsible for paying all Subcontractors from the payments made by the Owner to Contractor pursuant to Article III, subject to the following provisions:

A. Payment. The Contractor shall, no later than ten (10) days after receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, pay to each Subcontractor the amount to which the Subcontractor is entitled in accordance with the terms of the Contractor's contract with such Subcontractor. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-Subcontractors in a similar manner. After receipt of payment from Owner, if the need should arise to withhold payments to Subcontractors for any reason, as solely determined by Contractor, the Contractor shall promptly restore such monies to the Owner, adjusting subsequent pay requests and Project bookkeeping as required.

B. Final Payment of Subcontractors. The final payment of retainage to Subcontractors shall not be made until the Project has been inspected by the Architect/Engineer or other person designated by the Owner for that purpose, and until both the Architect/Engineer and the Contractor have issued a written certificate that the Project has been constructed in accordance with the Project Plans and Specifications and approved Change Orders. Before issuance of final payment to any Subcontractor without any retainage, the Subcontractor shall submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted, and instruction for the Owner's operating and maintenance personnel is complete. Final payment may be made to certain select Subcontractors whose Work is satisfactorily completed prior to the completion of the Project, but only upon approval of the Owner's Project Representative.

4.4 Responsibility for Subcontractors. As provided in Section 2.4.BB, Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, suppliers

and other persons and organizations performing or furnishing any of the Work under a direct or indirect Contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

4.5 Contingent Assignment of Subcontracts. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that:

(1) assignment is effective only after termination of the Contract by the Owner for cause pursuant to Article XIV and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

(2) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Agreement.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract. Upon such assignment, if the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension. Upon such assignment to the Owner, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all the successor contractor's obligations under the subcontract.

ARTICLE V
CHANGES IN WORK

5.1 General. Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order, Work Directive Change or order for a minor change in the Work, subject to the limitations stated in this Article V and elsewhere in the Contract Documents. A Change Order shall be based upon agreement among the Owner, Contractor and Architect/Engineer; a Work Directive Change requires agreement by the Owner and Architect/Engineer and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect/Engineer alone. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Work Directive Change or order for a minor change in the Work.

5.2 Minor Changes in the Work. The Owner or Architect/Engineer shall have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such change will be affected by written order signed by the Architect/Engineer and shall be binding on the Owner and Contractor. The Contractor shall abide by and make such minor changes. Such changes shall be affected by a Field Directive or a Work Directive Change. Documentation of changes shall be determined by the Construction Team, and displayed monthly in the Progress Reports. Because such changes shall not affect the Contract Sum to be paid to the Contractor, they shall not require a Change Order pursuant to Section 5.6.

5.3 Emergencies. In any emergency affecting the safety of persons or property, the Contractor shall act at its discretion to prevent threatened damage, injury, or loss. Any increase in the Contract Sum or extension of time claimed by the Contractor on account of emergency Work shall be determined as provided in Section 5.6. However, whenever practicable, the Contractor shall obtain verbal concurrence of the Owner's Project Representative and Architect/Engineer where the act will or may affect the Contract Sum or Contract Time.

5.4 Concealed Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect/Engineer before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Architect/Engineer will promptly investigate such conditions and, if the Architect/Engineer determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect/Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect/Engineer shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect/Engineer's determination or recommendation, that party may proceed as provided in Article VIII.

5.5 Hazardous Materials. In the event the Contractor encounters on the Project Site material reasonably believed to be hazardous, petroleum or petroleum related products, or other hazardous or toxic substances, except as provided in Section 2.4.U, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect/Engineer in writing. The Work in the affected area shall not thereafter be resumed except by written amendment, if in fact the material or substance has not been rendered harmless. The Work in the affected area shall be resumed when the Project Site has been rendered harmless, in accordance with the final determination by the Architect/Engineer or other appropriate professional employed by Owner. The Contractor shall not be required to perform without its consent any Work relating to hazardous materials, petroleum or petroleum related products, or other hazardous or toxic substances. In the event the Contractor encounters on the Project Site materials believed in good faith to be hazardous or contaminated material, and the presence of such hazardous or contaminated material was not known and planned for at the time the Contractor submitted its Bid (or Guaranteed Maximum Price proposal), and it is necessary for the Contractor to stop Work in the area affected and delays Work for more than a seven (7) day period, adjustments to the Contract Sum and/or Contract Time shall be made in accordance with this Article V.

5.6 Change Orders; Adjustments to Contract Sum.

A. Change Orders Generally. The increase or decrease in the Contract Sum resulting from a change authorized pursuant to the Contract Documents shall be determined:

(1) By mutual acceptance of a lump sum amount properly itemized and supported by sufficient substantiating data, to permit evaluation by the Architect/Engineer and Owner; or

(2) By unit prices stated in the Agreement or subsequently agreed upon; or

(3) By any other method mutually agreeable to Owner and Contractor.

If Owner and Contractor are unable to agree upon increases or decreases in the Contract Sum and the Architect/Engineer certifies that the work needs to be commenced prior to any such agreement, the Contractor, provided it receives a written Change Order signed by or on behalf of the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Owner, through the Architect/Engineer, will establish an estimated cost of the Work and the Contractor shall not perform any Work whose cost exceeds that estimated without prior written approval by the Owner. In such case, the Contractor shall keep and present in such form as the Owner may prescribe an itemized accounting, together with appropriate supporting data of the increase in overall costs of the Project. The amount of any decrease in the Contract Sum to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in costs will be the amount of the actual net decrease.

5.7 Unit Prices. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices and Contract Sum shall be equitably adjusted.

5.8 Owner-Initiated Changes. Without invalidating the Agreement and without notice to any Surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a Field Directive, a Change Order, or a Work Directive Change, as the case may be. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). A Work Directive Change may not change the Contract Sum or the Contract Time; but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Sum or Contract Time.

5.9 Unauthorized Work. Contractor shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents.

5.10 Defective Work. Owner and Contractor shall execute appropriate Change Orders (or written amendments) covering changes in the Work which are ordered by Owner, or which may be required because of acceptance of defective Work, without adjustment to the Contract Sum.

5.11 Estimates for Changes. At any time Architect/Engineer may request a quotation from Contractor for a proposed change in the Work. Within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the Contract Sum or Contract Time for the proposed change. Architect/Engineer shall have twenty one (21) calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Architect/Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

5.12 Form of Proposed Changes. The form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the Owner. Standard Owner forms shall be utilized.

5.13 Changes to Contract Time. The Contract Time may only be changed pursuant to a Change Order or a written amendment to the Contract Documents. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional Work; or to fires, floods, epidemics, abnormal weather conditions or acts of God. Failure to deliver a written notice of claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

ARTICLE VI
ROLE OF ARCHITECT/ENGINEER

6.1 General.

A. Retaining. The Owner shall retain an Architect/Engineer (whether an individual or an entity) lawfully licensed to practice in Florida. That person or entity is identified as the Architect/Engineer in the Agreement and is referred to throughout the Contract Documents as if singular in number.

B. Duties. Duties, responsibilities and limitations of authority of the Architect/Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Architect/Engineer. Consent shall not be unreasonably withheld.

C. Termination. If the employment of the Architect/Engineer is terminated, the Owner shall employ a successor Architect/Engineer as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect/Engineer.

6.2 Administration. The Architect/Engineer will provide administration of the Agreement as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect/Engineer approves the final Application for Payment. The Architect/Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

A. Site Visits. The Architect/Engineer will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work complete, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Unless specifically instructed by Owner, the Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect/Engineer will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

B. Reporting. On the basis of the site visits, the Architect/Engineer will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect/Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect/Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

6.3 Interpretation of Project Plans and Specifications. The Architect/Engineer will be the interpreter of the requirements of the Project Plans and Specifications. Upon receipt of comments or objections by Contractor or Owner, the Architect/Engineer will make decisions on all claims, disputes, or other matters pertaining to the interpretation of the Project Plans and Specifications.

6.4 Rejection of Non-Conforming Work. Upon consultation with Owner, the Architect/Engineer shall have the authority to reject Work which does not conform to the Project Plans and Specifications.

6.5 Correction of Work. The Contractor shall promptly correct all Work rejected by the Architect/Engineer for being defective or as failing to conform to the Project Plans and Specifications, whether observed before or after the Substantial Completion Date and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for Architect/Engineer's additional services made necessary thereby.

6.6 Timely Performance of Architect/Engineer. The Contractor shall identify which requests for information or response from the Architect/Engineer have the greatest urgency and those items which require prioritizing in response by the Architect/Engineer. The

Contractor shall also identify the preferred time period for response and shall request a response time which is reasonably and demonstrably related to the needs of the Project and Contractor. If Architect/Engineer claims that Contractor's expectations for a response are unreasonable, Owner shall require Architect/Engineer to communicate such claim to Contractor in writing together with the specific time necessary to respond and the date upon which such response will be made. In the event that Contractor believes that Architect/Engineer is not providing timely services or responses, Contractor shall notify Owner of same in writing not less than two (2) weeks before Contractor believes performance or response time from Architect/Engineer is required without risk of delaying the Project.

ARTICLE VII
OWNER'S RIGHTS AND RESPONSIBILITIES

7.1 Project Site; Title. The Owner shall provide the lands upon which the Work under the Contract Documents is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same. The Owner hereby represents to the Contractor that it currently has and will maintain up through and including the Substantial Completion Date, good title to all of the real property constituting the Project Site. Owner agrees to resolve, at its expense, any disputes relating to the ownership and use of the Project Site which might arise during the course of construction.

7.2 Project Plans and Specifications; Architect/Engineer. The parties hereto acknowledge and agree that Owner has previously entered into an agreement with Architect/Engineer. Pursuant to the terms of such agreement, the Architect/Engineer, as an agent and representative of Owner, is responsible for the preparation of Project Plans and Specifications which consist of drawings, specifications, and other documents setting forth in detail the requirements for the construction of the Project. All of such Project Plans and Specifications shall be provided either by Owner or the Architect/Engineer, and Contractor shall be under no obligation to provide same and shall be entitled to rely upon the accuracy and completeness of the Project Plans and Specifications provided by the Architect/Engineer and all preliminary drawings prepared in connection therewith. The Contractor will be furnished a reproducible set of all drawings and specifications reasonably necessary for the performance of Contractor's services hereunder and otherwise ready for printing. The Contractor shall be notified of any written modification in the agreement between Owner and Architect/Engineer.

7.3 Surveys; Soil Tests and Other Project Site Information. Owner shall be responsible for providing a legal description and certified land survey of the Project Site in a form and content and with such specificity as may be required by the Architect/Engineer and Contractor to perform their services. To the extent deemed necessary by Owner and Architect/Engineer, and solely at Owner's expense, Owner may engage the services of a geotechnical consultant to perform test borings and other underground soils testing as may be deemed necessary by the Architect/Engineer or the Contractor. Contractor shall not be obligated to provide such surveys or soil tests and shall be entitled to rely upon the accuracy and completeness of the information provided; subject, however, to the provisions of Section 2.4.S hereof. Owner shall provide Contractor, as soon as reasonably possible following the execution of the Contract Documents, all surveys or other survey information in its possession describing the physical characteristics of the Project Site, together with soils reports, subsurface investigations, utility locations, deed restrictions, easements, and legal descriptions then in its

possession or control. Upon receipt of all surveys, soils tests, and other Project Site information, Contractor shall promptly advise Owner of any inadequacies in such information and of the need for any additional surveys, soils or subsoil tests. In performing this Work, Contractor shall use the standard of care of experienced contractors and will use its best efforts timely to identify all problems or omissions. Owner shall not be responsible for any delay or damages to the Contractor for any visible or disclosed site conditions or disclosed deficiencies in the Project Site which should have been identified by Contractor and corrected by Owner prior to the execution of the Contract Documents.

7.4 Information; Communication; Coordination. The Owner's Project Representative shall examine any documents or requests for information submitted by the Contractor and shall advise Contractor of Owner's decisions pertaining thereto within a reasonable period of time to avoid unreasonable delay in the progress of the Contractor's services. Contractor shall indicate if any such documents or requests warrant priority consideration. However, decisions pertaining to approval of the Project Schedule as it relates to the date of Substantial Completion, the Project Cost, Contractor's compensation, approving or changing the Contract Sum shall only be effective when approved by Owner in the form of a written Change Order or amendment to the Contract Documents. Owner reserves the right to designate a different Owner's Project Representative provided Contractor is notified in writing of any such change. Owner and Architect/Engineer may communicate with Subcontractors, materialmen, laborers, or suppliers engaged to perform services on the Project, but only for informational purposes. Neither the Owner nor the Architect/Engineer shall attempt to direct the Work of or otherwise interfere with any Subcontractor, materialman, laborer, or supplier, or otherwise interfere with the Work of the Contractor. Owner shall furnish the data required of Owner under the Contract Documents promptly.

7.5 Governmental Body. The Contractor recognizes that the Owner is a governmental body with certain procedural requirements to be satisfied. The Contractor has and will make reasonable allowance in its performance of services for such additional time as may be required for approvals and decisions by the Owner and any other necessary government agency.

7.6 Pre-Completion Acceptance. The Owner shall have the right to take possession of and use any completed portions of the Work, although the time for completing the entire Work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

7.7 Ownership and Use of Drawings, Specifications and Other Instruments of Service.

(1) The Architect/Engineer and the Architect/Engineer's consultants shall be deemed the authors and owners of their respective instruments of service, including the Project Plans and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the instruments of service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be constructed as publication in derogation of the Architect/Engineer's or Architect/Engineer's consultants' reserved rights.

(2) The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the drawings and specifications provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Project Plans and Specifications or other instruments of service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the drawings or specifications on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect/Engineer and the Architect/Engineer's consultants.

7.8 Owner's Project Representative. Owner's Project Representative is Owner's Agent, who will act as directed by and under the supervision of the Owner, and who will confer with Owner/Architect/Engineer regarding his actions. The Owner's Project Representative's dealings in matters pertaining to the on-site Work shall, in general, be only with the Owner/Architect/Engineer and Contractor and dealings with Subcontractors shall only be through or with the full knowledge of Contractor.

A. Responsibilities. Except as otherwise instructed in writing by Owner, the Owner's Project Representative will:

(1) Attend preconstruction conferences; arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Architect/Engineer and notify those expected to attend in advance; and attend meetings and maintain and circulate copies of minutes thereof;

(2) Serve as Owner/Architect/Engineer's liaison with Contractor, working principally through Contractor's superintendent, to assist in understanding the intent of the Contract Documents. As requested by Owner/Architect/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work;

(3) Report to Owner/Architect/Engineer whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents;

(4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to Owner/Architect/Engineer;

(5) Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Owner/Architect/Engineer; and

(6) Perform those duties as set forth elsewhere within the Contract Documents.

B. Limitations. Except upon written instructions of Owner, Owner's Project Representative shall not:

(1) Authorize any deviation from the Contract Documents or approve any substitute materials or equipment;

(2) Exceed limitations on Owner/Architect/Engineer's authority as set forth in the Contract Documents;

(3) Undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent, or expedite the Work;

(4) Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents;

(5) Advise on or issue directions as to safety precautions and programs in connection with the Work;

(6) Authorize Owner to occupy the project in whole or in part; or

(7) Participate in specialized field or laboratory tests.

ARTICLE VIII
RESOLUTION OF DISAGREEMENTS; CLAIMS FOR COMPENSATION

8.1 Owner to Decide Disputes. The Owner shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under the Contract Documents, in accordance with the Procurement Ordinance.

8.2 Finality. The decision of the Owner upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to the Contract Documents, subject to judicial review as provided in Section 8.5 below.

8.3 No Damages for Delay. If at any time Contractor is delayed in the performance of Contractor's responsibilities under the Contract Documents as the result of a default or failure to perform in a timely manner by Owner or Owner's agents or employees, Contractor shall not be entitled to any damages except for compensation specifically authorized in Article III. Contractor's sole remedy will be a right to extend the time for performance. Nothing herein shall preclude Contractor from any available remedy against any responsible party other than Owner. Contractor shall be responsible for liquidated damages for delay pursuant to Section 3 of the Agreement.

8.4 Permitted Claims Procedure. Where authorized or permitted under the Contract Documents, all claims for additional compensation by Contractor, extensions of time affecting the Substantial Completion Date, for payment by the Owner of costs, damages or losses due to

casualty, Force Majeure, Project Site conditions or otherwise, shall be governed by the following:

(1) All claims must be submitted as a request for Change Order in the manner as provided in Article V.

(2) The Contractor must submit a notice of claim to Owner's Project Representative and to the Architect/Engineer within fifteen (15) days of when the Contractor was or should have been aware of the fact that an occurrence was likely to cause delay or increased costs. Failure to submit a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

(3) Within twenty (20) days of submitting its notice of claim, the Contractor shall submit to the Owner's Project Representative its request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected.

(4) After receipt of a request for Change Order, the Owner's Project Representative, in consultation with the Architect/Engineer, shall deliver to the Contractor, within twenty (20) days after receipt of request, its written response to the claim.

(5) In the event the Owner and Contractor are unable to agree on the terms of a Change Order, the Owner shall have the option to instruct the Contractor to proceed with the Work. In that event, the Owner shall agree to pay for those parts of the Work, the scope and price of which are not in dispute. The balance of the disputed items in the order to proceed will be resolved after completion of the Work, based upon completed actual cost.

(6) The rendering of a decision by Owner with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such right or remedies as either may otherwise have under the Contract Documents or by laws or regulations in respect of any such claim, dispute or other matter.

8.5 Contract Claims and Disputes. After completion of the process set forth in Section 8.4 above, any unresolved dispute under this Agreement shall be decided by the Finance Director in accordance with the Procurement Code. The decision of the Finance Director shall be the final and conclusive Owner decision subject to exclusive judicial review in circuit court by a petition for certiorari.

8.6 Claims for Consequential Damages. The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

(1) damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of

management or employee productivity or of the services of such persons; and

(2) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article XIV. Nothing contained in this Section 8.6 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE IX
INDEMNITY

9.1 Indemnity.

A. Indemnification Generally. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.1.

B. Claims by Employees. In claims against any person or entity indemnified under this Section 9.1 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.1.A. shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

9.2 Duty to Defend. The Contractor shall defend the Owner in any action, lawsuit mediation or arbitration arising from the alleged negligence, recklessness or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Work. So long as Contractor, through its own counsel, performs its obligation to defend the Owner pursuant to this Section, Contractor shall not be required to pay the Owner's costs associated with the Owner's participation in the defense.

ARTICLE X
ACCOUNTING RECORDS; OWNERSHIP OF DOCUMENTS

10.1 Accounting Records. Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

10.2 Inspection and Audit. The Contractor's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the Owner's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees during the performance of the Work. These records shall include, but not be limited to, accounting records, written policies and procedures, Subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, Change Order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the Contract Documents. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Contract Documents. For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of the Contract Documents, for the duration of Work, and until three (3) years after the date of final payment by the Owner to the Contractor pursuant to the Contract Documents.

10.3 Access. The Owner's agent or authorized representative shall have access to the Contractor's facilities and all necessary records in order to conduct audits in compliance with this Article. The Owner's agent or authorized representative shall give the Contractor reasonable advance notice of intended inspections, examinations, and/or audits.

10.4 Ownership of Documents. Upon completion or termination of the Contract Documents, all records, documents, tracings, plans, specifications, maps, evaluations, reports, transcripts and other technical data, other than working papers, prepared or developed by the Contractor under the Contract Documents shall be delivered to and become the property of the Owner. The Contractor at its own expense may retain copies for its files and internal use.

ARTICLE XI
PUBLIC CONTRACT LAWS

11.1 Equal Opportunity Employment.

A. Employment. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability or age, and will take affirmative action to insure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin, disability or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining, including apprenticeship and on-the-job training.

B. Participation. No person shall, on the grounds of race, creed, sex, color, national origin, disability or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of the Agreement.

11.2 Immigration Reform and Control Act of 1986. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement.

11.3 No Conflict of Interest. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure the Contract Documents, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract Documents.

A. No Interest in Business Activity. By accepting award of this Contract, the Contractor, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including without limitation as described in the Contractor's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers, suppliers, distributors, or contractors who will be eligible to supply material and equipment for the Project for which the Contractor is furnishing its services required hereunder.

B. No Appearance of Conflict. The Contractor shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the services provided pursuant to the Contract Documents. The Contractor has provided the Affidavit of No Conflict, incorporated into the Contract Documents as Exhibit "C", as a material inducement for Owner entering into the Contract Documents. If, in the sole discretion of the Village Manager or designee, a conflict of interest is deemed to exist or arise during the term of the Village Manager or designee may cancel this Agreement, effective upon the date so stated in a written notice of cancellation, without penalty to the Owner.

11.4 Truth in Negotiations. By execution of the Contract Documents, the Contractor certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original Contract Sum and any additions thereto shall be adjusted to exclude any significant sums where the Owner determines the Contract Sum was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year after final payment to the Contractor.

11.5 Public Entity Crimes. The Contractor is directed to the Florida Public Entity Crimes Act, Section 287.133, Florida Statutes, specifically section 2(a), and the Owner's requirement that the Contractor comply with it in all respects prior to and during the term of the Agreement.

ARTICLE XII
FORCE MAJEURE, FIRE OR OTHER CASUALTY

12.1 Force Majeure.

A. Unavoidable Delays. Delays in any performance by any party contemplated or required hereunder due to fire, flood, sinkhole, earthquake or hurricane, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, archaeological excavation, lack of or failure of transportation facilities, or any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any Work or obligation pursuant to the Contract Documents for any of the events of Force Majeure stated in this Section 12.1, the date for performance required or contemplated by the Contract Documents shall be extended by the number of calendar days such party is actually delayed.

B. Concurrent Contractor Delays. If a delay is caused for any reason provided in 12.1.A. or as a result of an extension of time provided by Change Order, and during the same time period a delay is caused by Contractor, the date for performance shall be extended as provided in 12.1.A. but only to the extent the time is or was concurrent.

C. Notice; Mitigation. The party seeking excuse for nonperformance on the basis of Force Majeure shall give written notice to the Owner, if with respect to the Contractor, or to the Contractor if with respect to the Owner, specifying its actual or anticipated duration. Each party seeking excuse from nonperformance on the basis of Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses to overcome any loss of time that has resulted.

12.2 Casualty; Actions by Owner and Contractor. During the construction period, if the Project or any part thereof shall have been damaged or destroyed, in whole or in part, the Contractor shall promptly make proof of loss; and Owner and Contractor shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction. The Contractor shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses, and other charges, including normal and ordinary compensation to the Contractor, necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. Within fifteen (15) days following satisfaction of the express conditions described in subsections (1), (2) and (3) below, the Contractor covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content, and general appearance as prior to such loss or damage:

(1) Receipt by the Owner or the trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction, and receipt of other sums from any source such

that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;

(2) Written agreement executed by the Contractor and the Owner, by amendment to the Contract Documents or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Cost necessitated thereby, including any required adjustment to the Contract Sum; and

(3) Final approval by the Owner of the Project Plans and Specifications for such repair or reconstruction and issuance of any required building permit.

12.3 Approval of Plans and Specifications. The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the Project, or the damaged portion thereof, to substantially the same condition as prior to such loss or damage, and such plans and specifications conform to the applicable laws, ordinances, codes, and regulations. The Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the Contractor as a result of such loss or damage shall be used for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

12.4 Notice of Loss or Damage. The Contractor shall promptly give the Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by Contractor will increase the Contract Sum or extend the Substantial Completion Date, stating the date on which such damage or destruction occurred, the then expectations of Contractor as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage which the Contractor determines will not affect the Contract Sum or Substantial Completion Date will be reported to Owner and Architect/Engineer immediately, and associated corrective actions will be undertaken without delay.

ARTICLE XIII
REPRESENTATIONS, WARRANTIES AND COVENANTS

13.1 Representations and Warranties of Contractor. The Contractor represents and warrants to the Owner that each of the following statements is presently true and accurate:

A. The Contractor is a construction company, organized under the laws of the State of Florida, authorized to transact business in the State of Florida, with _____ as the primary qualifying agent. Contractor has all requisite power and authority to carry on its business as now conducted, to own or hold its properties, and to enter into and perform its obligations hereunder and under each instrument to which it is or will be a party, and is in good standing in the State of Florida.

B. Each Contract Document to which the Contractor is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Contractor enforceable against the Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from

time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

C. There are no pending or, to the knowledge of the Contractor, threatened actions or proceedings before any court or administrative agency, within or without the State of Florida, against the Contractor or any partner, officer, or agent of the Contractor which question the validity of any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder, or materially adversely affect the financial condition of the Contractor.

D. The Contractor has filed or caused to be filed all federal, state, local, or foreign tax returns, if any, which were required to be filed by the Contractor, and has paid, or caused to be paid, all taxes shown to be due and payable on such returns or on any assessments levied against the Contractor.

E. Neither Contractor nor any agent or person employed or retained by Contractor has acted fraudulently or in bad faith or in violation of any statute or law in the procurement of this Agreement.

F. The Contractor shall timely fulfill or cause to be fulfilled all of the terms and conditions expressed herein which are within the control of the Contractor or which are the responsibility of the Contractor to fulfill. The Contractor shall be solely responsible for the means and methods of construction.

G. It is recognized that neither the Architect/Engineer, the Contractor, nor the Owner has control over the cost of labor, materials, or equipment, over a Subcontractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.

H. During the term of the Contract Documents, and the period of time that the obligations of the Contractor under the Contract Documents shall be in effect, the Contractor shall cause to occur and to continue to be in effect those instruments, documents, certificates, and events contemplated by the Contract Documents that are applicable to, and the responsibility of, the Contractor.

I. The Contractor shall assist and cooperate with the Owner and shall accomplish the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, or orders that are or will be applicable thereto.

J. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective, and that Owner, representatives of Owner, governmental agencies with jurisdictional interests will have access to the Work at reasonable time for their observation, inspecting and testing. Contractor shall give Architect/Engineer timely notice of readiness of the Work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner.

K. If any Work (including Work of others) that is to be inspected, tested, or approved is covered without written concurrence of Architect/Engineer, it must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Architect/Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

L. If the Work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective Work, including, but not limited to fees and charges of Architect/Engineers, attorneys and other professionals and any additional expenses experienced by Owner due to delays to other Contractors performing additional Work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining the schedule and shall not be entitled to an extension of the Contract Time or the recovery of delay damages due to correcting or removing defective Work.

M. If Contractor fails within seven (7) days after written notice to correct defective Work, or fails to perform the Work in accordance with the Contract Documents, or fails to comply with any other provision of the Contract Documents, Owner may correct and remedy any such deficiency to the extent necessary to complete corrective and remedial action. Owner may exclude Contractor from all or part of the site, take possession of all or part of the Work, Contractor's tools, construction equipment and machinery at the site or for which Owner has paid Contractor but which are stored elsewhere. All direct and indirect costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Architect/Engineer and a Change Order will be issued incorporating the necessary revisions.

N. If within three (3) years after the Substantial Completion Date or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instruction, Owner may have the defective Work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor. Failing payment by the Contractor and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such costs.

13.2 Representations of the Owner. To the extent permitted by law, the Owner represents to the Contractor that each of the following statements is presently true and accurate:

A. The Owner is a validly existing political subdivision of the State of Florida.

B. The Owner has all requisite corporate or governmental power and authority to carry on its business as now conducted and to perform its obligations under the Contract Documents and each Contract Document contemplated hereunder to which it is or will be a party.

C. The Contract Documents and each Contract Document contemplated hereby to which the Owner is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Owner, and neither the execution and delivery thereof nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other person or party, except such as have been duly obtained or as are specifically noted herein; (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Owner; or (c) contravenes or results in any breach of, default under, or result in the creation of any lien or encumbrance upon the Owner under any indenture, mortgage, deed of trust, bank loan, or credit agreement, the charter, ordinances, resolutions, or any other agreement or instrument to which the Owner is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Owner outstanding on the date of the Contract Documents.

D. The Contract Documents and each document contemplated hereby to which the Owner is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Owner enforceable against the Owner in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally, and subject to usual equitable principles in the event that equitable remedies are involved.

E. There are no pending or, to the knowledge of the Owner, threatened actions or proceedings before any court or administrative agency against the Owner which question the validity of the Contract Documents or any document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder or the financial or corporate condition of the Owner.

F. The Owner shall use due diligence to timely fulfill or cause to be fulfilled all of the conditions expressed in the Contract Documents which are within the control of the Owner or which are the responsibility of the Owner to fulfill.

G. During the pendency of the Work and while the obligations of the Owner under the Contract Documents shall be in effect, the Owner shall cause to occur and to continue to be in effect and take such action as may be necessary to enforce those instruments, documents, certificates and events contemplated by the Contract Documents that are applicable to and the responsibility of the Owner.

H. The Owner shall assist and cooperate with the Contractor in accomplishing the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable thereto or, to the extent permitted by law, enact or adopt any resolution, rule, regulation, or order, or approve or

enter into any contract or agreement, including issuing any bonds, notes, or other forms of indebtedness, that will result in the Contract Documents or any part thereof, or any other instrument contemplated by and material to the timely and effective performance of a party's obligations hereunder, to be in violation thereof.

ARTICLE XIV
TERMINATION AND SUSPENSION

14.1 Termination for Cause by Owner. This Agreement may be terminated by Owner upon written notice to the Contractor should Contractor fail substantially to perform a material obligation in accordance with the terms of the Contract Documents through no fault of the Owner. In the event Owner terminates for cause and it is later determined by a court of competent jurisdiction that such termination for cause was not justified, then in such event such termination for cause shall automatically be converted to a termination without cause pursuant to Section 14.2.

A. Nonperformance. If the Contractor fails to timely perform any of his obligations under the Contract Documents, including any obligation the Contractor assumes to perform Work with his own forces, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or fails, without being excused, to maintain an established schedule (failure to maintain schedule shall be defined as any activity that falls thirty (30) days or more behind schedule) which has been adopted by the Construction Team, or it fails to make prompt payment to Subcontractors for materials or labor, or disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of substantial violations of the Agreement the Owner may, after seven (7) days written notice, during which period the Contractor fails to perform such obligation, make good such deficiencies and perform such actions. The Contract Sum, or the actual Cost of the Project, whichever is less, shall be reduced by the cost to the Owner of making good such deficiencies, and the Contractor's compensation shall be reduced by an amount required to manage the making good of such deficiencies. Provided, however, nothing contained herein shall limit or preclude Owner from pursuing additional damages from Contractor as a result of its breach.

B. Insolvency. If the Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, then the Owner may, without prejudice to any other right or remedy, and after giving the Contractor and its surety, if any, fourteen (14) days written notice, and during which period the Contractor fails to cure the violation, terminate the Agreement. In such case, the Contractor shall not be entitled to receive any further payment. Owner shall be entitled to recover all costs and damages arising as a result of failure of Contractor to perform as provided in the Contract Documents, as well as reasonable termination expenses, and costs and damages incurred by the Owner may be deducted from any payments left owing the Contractor.

C. Illegality. Owner may terminate the Agreement if Contractor disregards laws or regulations of any public body having jurisdiction.

D. Rights of Owner. The Owner may, after giving Contractor (and the Surety, if there is one) seven (7) days written notice, terminate the services of Contractor for

cause; exclude Contractor from the Project site and take possession of the Work and of all Contractor's tools, construction equipment and machinery at the Project site and use the same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the Work all materials and equipment stored at the Project site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the Work, but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the Work exceed the unpaid balance of the Contract Sum, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner in writing; but in finishing the Work, Owner shall not be required to obtain the lowest quote for the Work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement. In such event and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall be entitled to bring a direct action in the Circuit Court to recover such costs.

14.2 Termination without Cause by Owner. The Owner, through its Village Manager or designee, shall have the right to terminate the Agreement, in whole or in part, without cause upon sixty (60) calendar days' written notice to the Contractor. In the event of such termination for convenience, the Owner shall compensate Contractor for payments due through the date of termination, and one subsequent payment to cover costs of Work performed through the date of termination, subject to the terms and conditions of Section 3.1. The Contractor shall not be entitled to any other further recovery against the Owner, including, but not limited to, anticipated fees or profit on Work not required to be performed, or consequential damages or costs resulting from such termination.

A. Release of Contractor. As a condition of Owner's termination rights provided for in this subsection, Contractor shall be released and discharged from all obligations arising by, through, or under the terms of the Contract Documents, and the Payment and Performance Bond shall be released. Owner shall assume and become responsible for the reasonable value of Work performed by Subcontractors prior to termination plus reasonable direct close-out costs, but in no event shall Subcontractors be entitled to unabsorbed overhead, anticipatory profits, or damages for early termination.

B. Waiver of Protest. Contractor hereby waives any right to protest the exercise by Owner of its rights under this Section that may apply under the Procurement Ordinance.

14.3 Suspension without Cause. Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by written notice to Contractor, which will fix the date on which Work will be resumed. Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, directly attributable to any suspension if Contractor makes an approved claim therefor.

14.4 Termination Based Upon Abandonment, Casualty or Force Majeure. If, after the construction commencement date (i) Contractor abandons the Project (which for purposes of this paragraph shall mean the cessation of all construction and other activities relating to the Project, excluding those which are necessary to wind down or otherwise terminate all outstanding obligations with respect to the Project, and no recommencement of same within one

hundred twenty (120) days following the date of cessation), or (ii) the Project is stopped for a period of thirty (30) consecutive days due to an instance of Force Majeure or the result of a casualty resulting in a loss that cannot be corrected or restored within one hundred twenty (120) days (excluding the time required to assess the damage and complete the steps contemplated under Section 12.2), the Owner shall have the right to terminate the Agreement and pay the Contractor its compensation earned or accrued to date.

14.5 Vacation of Project Site; Delivery of Documents. Upon termination by Owner pursuant to Section 14.2 or 14.4, Contractor shall withdraw its employees and its equipment, if any, from the Project Site on the effective date of the termination as specified in the notice of termination (which effective date shall not be less than two (2) working days after the date of delivery of the notice), regardless of any claim the Contractor may or may not have against the Owner. Upon termination, the Contractor shall deliver to the Owner all original papers, records, documents, drawings, models and other material set forth and described in the Contract Documents.

14.6 Termination by the Contractor. If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) consecutive days by Owner or under an order of court or other public authority, or Owner fails to act on any Application for Payment or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon fourteen (14) days written notice to Owner terminate the Agreement and recover from Owner payment for all Work executed, any expense sustained plus reasonable termination expenses. In lieu of terminating the Agreement, if Owner has failed to act on any Application for Payment or Owner has failed to make any payment as aforesaid, Contractor may upon fourteen (14) days written notice to Owner stop the Work until payment of all amounts then due.

Exhibit A
Project Plans/Drawings

Exhibit B
Project Technical Specifications

Exhibit C
Affidavit of No Conflict

Exhibit D
Contractor's Certificate(s) of Insurance

Exhibit E
Contractor's Payment and Performance Bond

EC 2024-27, slg, 3/22/2024

PIGGYBACK AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES

This Agreement is made on the **20th day of March, 2024** (the "Effective Date"), by and between the **Village of Estero**, a Florida municipal corporation (the "Client") and **Chris-Tel Company of Southwest Florida, Inc., d/b/a Chris-Tel Construction,** a Florida corporation (the "Contractor"), collectively referred to as the "Parties".

WHEREAS, the Client has determined that it requires certain construction management services for various projects planned for its current and future fiscal years; and

WHEREAS, on September 27th 2022, Lee County, a political subdivision of the State of Florida ("County") issued RFP # CMR220546NAT ("RFP") for the purpose of receiving bids for continuing construction management services as further described in the RFP (the "Services"); and

WHEREAS, the Contractor responded to the RFP and County subsequently selected the Contractor as a responsive, responsible bidder; and

WHEREAS, on February 1st 2023, the Contractor and County entered into a Construction Manager at Risk-Annual Services Agreement (the "County Contract") wherein the Contractor agreed to perform the Services for the County with a Term beginning March 7th 2023 in accordance with the terms and conditions described therein and in subsequent separate project-specific contracts; and

WHEREAS, § 2-184(b) of the Estero Procurement Code authorizes the Client to accept, in lieu of soliciting competitive proposals as otherwise required by the Code or Florida Statutes § 255.20, a competitively-solicited contract which has been made between another Florida governmental agency and a vendor of commodities or services where that contract was solicited pursuant to lawful competitive procedures which are equal to or more stringent that the Client's; and

WHEREAS, the Client's legal counsel has analyzed the RFP process used by the County and has determined that it was conducted in compliance with Florida Statutes § 255.20 and was otherwise a competitive solicitation process able to be "piggybacked" pursuant to § 2-184(b) of the Village Code; and

WHEREAS, the Client desires to piggyback onto the County Contract for the purposes of receiving the same Services from Contractor as are being provided to County under the County Contract; and

WHEREAS, the Village Manager or designee has obtained confirmation from an authorized representative of the Contractor that the Contractor consents to the formation of this contractual relationship by way of Client's piggybacking onto the County Contract under the terms provided for herein.

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Performance of the Services. The Contractor shall make available to Client, and provide to Client as requested, the same Services as are available and provided to County in accordance with the terms and conditions of the County Contract, at the prices specified therein. All references to the "County" or "Lee County" in the County Contract shall, for purposes of this Agreement, mean Client.

2. Unit Pricing. The Contractor's work shall be performed at the same unit prices as are set forth in its Proposal (if any).

3. Scope of Work. The Contractor shall perform the work as set forth in the Scope of Work as set forth in the County Contract, and as further elaborated in the separate project-specific contract between the Parties awarded pursuant to § 4.2 of the RFP.

4. Additional Services. This Agreement is only for the provision of those Services provided by or made available by Contractor to County in the County Contract. The Parties understand that any other contracting services Client may wish to acquire may or may not be acquired from Contractor, and will be acquired in accordance with applicable law and Client's procurement code and administrative policies.

5. Incorporation by Reference; Order of Precedence. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the RFP, (ii) the Contractor's Proposal, and (iii) the County Contract (including any amendments and extension notices related thereto). Notwithstanding any term in the County Contract to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in this Agreement shall prevail over the above-listed documents. In the event of any irreconcilable conflict between the terms of the three above-listed documents, the County Contract shall prevail first, followed by the RFP, followed by the Contractor's Proposal.

6. Term; Renewal; Termination. The Term of this Agreement shall commence on the Effective Date, shall have an expiration date of **March 7th 2026** (the termination date established in the County Contract award letter), and may be renewed for up to an additional three one-year terms, which renewals may be exercised by the Client notwithstanding the County's exercise of its own renewal option. This Agreement may be terminated as provided for in the same manner as is set forth in § 26.6 of the RFP incorporated into the County Contract.

7. Staff Title References and Language Substitutes. To the extent the County Contract refers to Project Manager, Project Administrator, or certain other County officials or employees authorized to act under the County Contract, the Parties agree that for purposes of this Agreement, references to such officials or employees shall mean the Village Manager, or her/his designee. The following terms in the County Contract are revised as follows:

Section 28 of the RFP incorporated into the County Contract is revised to read:

> Contractor shall submit invoices to Client by submitting them to Client, attn: Village Manager, at 9401 Corkscrew Palms Circle, Estero FL 33928. If the Village disputes any portion of a submitted invoice, or determines any invoice is incomplete, it will follow the procedures set forth in the Florida Local Government Prompt Payment Act located at Part VII of Florida Statutes Chapter 218.

Section 32 and Special Condition 9.1 of the RFP incorporated into the County Contract, addressing the County's local vendor preference rules, are deleted.

In the event the Scope of Work set forth in any separate contractual work assignment issued pursuant to this Agreement exceeds $100,000, the Contractor must provide the Client, and file a copy with the Clerk of Court, a payment and performance bond in favor of the Client in the form and manner as set forth in Florida Statutes § 255.05.

Contractor shall provide insurance coverages to the Client, and indemnification of the Client, in the same manner it provides the County in the County Contract.

In the event the County exercises its right to terminate the County Contract early, this Agreement shall survive through the Termination Date unless the Village, independently, exercises its own termination rights as provided for in § 6 of this Agreement.

8. Public Records Act Compliance. The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:

   (a) Keep and maintain public records required by the Client to perform the Services provided hereunder.

   (b) Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

   (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the Client.

   (d) Upon completion of the Agreement, transfer, at no cost, to the Client all public records in the possession of the Contractor or keep and maintain public records required by the Client to perform the service. If the Contractor transfers all public records to the Client upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

   If the Contractor fails to comply with the requirements in this Section, the Client may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the Client within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

   IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CLIENT'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (239.221.5035), E-MAIL (records@estero-fl.gov), OR MAIL (VILLAGE OF ESTERO, OFFICE OF THE VILLAGE CLERK, 9401 Corkscrew Palms Cir., Estero, FL 33928.

9. Notices. All notices given pursuant to this Agreement, except as may otherwise be specified in the applicable Account Documentation, shall be sent by certified U.S. mail, return receipt requested, or by tracked overnight courier, or by in-person hand delivery, to the official and address provided below:

Client:	**Contractor**:
Village of Estero	Chris-Tel Construction
Attn: Village Manager	Attn: Howard Wheeler, II, President
9401 Corkscrew Palms Cir.	2534-A Edison Avenue
Estero, FL 33928	Ft. Myers, FL 33901

10. Representations; Warranties; Fee Disclosure.

    a. The Parties represent and warrant to each other that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and that the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.

    b. Each Party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to execute the same and fully bind the Party on whose behalf he or she is executing.

    c. Pursuant to Florida Statutes § 218.80(3), Contractor will have to pay before or during construction the following permits or fees before or during construction:

        Village of Estero will pay local permits and fees.

    The dollar amount or the percentage method or the unit method of all permits or fees listed above which may be required by the Client as a part of this Agreement are:

        Village of Estero will pay local permits and fees.

    The following is a listing of all other governmental entities that may have additional permits or fees generated by the project:

        Such information may vary depending on individual project assignment/scope, and so will be provided at the time of work assignment.

11. Miscellaneous.

    a. This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.

    b. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

    c. No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the Client. The Client shall have the right to approve or deny, with or without cause, any proposed or actual

assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the Client shall be null and void and shall be grounds for the Client to declare a default of this Agreement.

d. The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Lee County, Florida. Venue shall lie exclusively in Lee County.

e. Notwithstanding any provision of the County Contract to the contrary, in any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.

f. The Contractor shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Contractor's officers, employees, agents, or subcontractors, or the delivery of the Contractor's Services to Client.

g. In case any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.

h. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.

i. This Agreement only provides rights and remedies for the Client and Contractor. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other Person. There are no third-party beneficiaries under this Agreement.

j. Pursuant to Florida Statutes § 287.135, the Contractor is not eligible to enter into, or renew, this Agreement if:

(i) The Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);

(ii) The Contractor engages in business operations in Cuba or Syria; or

(iii) The Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Contractor acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Contractor shall notify the Client if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Contractor to the Client within ten (10) days of the date of such occurrence.

In the event the Client determines, using credible information available to the public, that the Contractor has submitted a false certification or that Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Client may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Contractor, pursuant to Florida Statutes § 287.135. In addition, the Client may pursue any and all other legal remedies against the Contractor.

k. Immigration Compliance; E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Client.

   Pursuant to Florida Statutes § 448.095(2), Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with Client cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Client that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the Client develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Client shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

l. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized officers as of the Effective Date.

Village of Estero	**Chris-Tel Company of Southwest Florida, Inc.**
By: _____	By: _____
Steve Sarkozy, Village Manager	Howard Wheeler, II, President

Letter of Award

Lee County
Southwest Florida

BOARD OF COUNTY COMMISSIONERS

Kevin Ruane
District One

Cecil L Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Mike Greenwell
District Five

Roger Desjarlais
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
Hearing Examiner

November 21, 2022 (239) 533-8881

Chris-Tel Company of Southwest Florida, Inc. dba Chris-Tel Construction
2534-A Edison Ave.
Ft. Myers, FL. 33901

SUBJECT: CMR220546NAT Construction Manager at Risk: Annual Services

Dear Mr. Wheeler,

The Lee County Board of County Commissioners shall consider the award of Solicitation No. CMR220546NAT, Construction Manager at Risk: Annual Services, to Fourteen (14) firms at the March 07, 2023 public meeting; Chris-Tel Company of Southwest Florida, Inc. is one of the awardees. Individual projects will be awarded on an as needed basis. As projects are approved, the County will issue separate contracts for each project. No work is guaranteed.

By signing below, Chris-Tel Company of Southwest Florida, Inc. agrees to be retained as a Construction Manager at Risk under Lee County CMR220546NAT, Construction Manager at Risk: Annual Services, for a term of three (3) years commencing on March 07, 2023, with an option to renew for up to three additional one-year periods upon mutual written agreement of both parties.

Should you have any questions or concerns please contact Lee County Procurement at 239-533-8881.

Chris-Tel Company of Southwest Florida, Inc:	**Lee County:**
Signature	Signature of Authorized Official
President Title	Director of Procurement Management Title
January 26, 2023 Date	Date

P.O. Box 398, Fort Myers, Florida 33902-0398 (239) 533-2111
Internet address http://www.lee-county.com
AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

RFP CMR220546NAT

Response

CONSTRUCTION MANAGER AT RISK (CMAR) REQUEST FOR PROPOSAL
CMR220546NAT CMAR—ANNUAL SERVICES
LEE COUNTY PROCUREMENT MANAGEMENT
ATTN: NICK TRUEBLOOD, PROCUREMENT ANALYST
2115 SECOND STREET, 1ST FLOOR
FORT MYERS, FLORIDA 33901
DUE: TUESDAY, NOVEMBER 15, 2022 @ 2:30PM

BUILD | RESTORE | PRESERVE

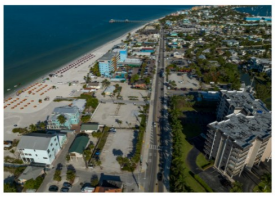
2534-A Edison Avenue | Fort Myers, Florida 33901 | (239) 226-0500 | www.christelconstruction.com

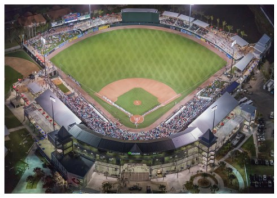
CHRIS TEL CONSTRUCTION

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PROCUREMENT MANAGEMENT

CMR220546NAT: CONSTRUCTION MANAGER AT RISK (CMAR) ANNUAL SERVICES

NOVEMBER 15, 2022





CHRIS TEL CONSTRUCTION

HOWARD L. WHEELER, II, PRESIDENT

2534-A EDISON AVENUE
FORT MYERS, FLORIDA 33901
T: 239.226.0500
E: HWHEELER@CHRISTELCONSTRUCTION.COM

Introduction

Project RFP Number and Name

CMR220546NAT

Construction Manager at Risk (CMAR) Annual Services

Firm's Name and Address

Chris-Tel Company of Southwest Florida, Inc., dba Chris-Tel Construction

2534-A Edison Avenue

Fort Myers, FL 33901

Firm's Contact Person, Phone, Fax and Email Address

Howard L. Wheeler, II, President

Telephone: (239) 226-0500

Fax: (239) 226-0503

Email: hwheeler@christelconstruction.com

How many years has Proposer been in business under present name?

15 years (33 years under preceding names listed below)

Under what other former names has your organization operated?

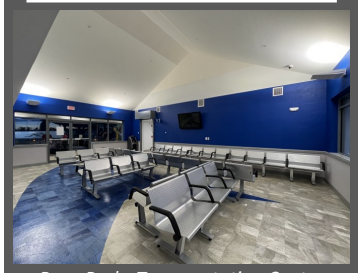
Chris-Tel Company

TAB 1

QUALIFICATIONS OF FIRM

1: QUALIFICATIONS OF FIRM

RECENTLY COMPLETED PROJECTS

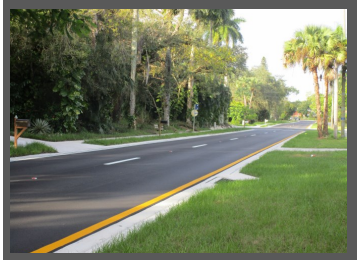


Rosa Parks Transportation Center

Lakes Regional Library Renovations

Boca Grande Pavilion

Lee County Historic Courthouse



CFM Second St. Utility Improvements

FIRM QUALIFICATIONS

Chris-Tel Construction is a locally owned and operated Construction Management firm based in Fort Myers, Florida. Our firm's headquarters is located at 2534-A Edison Avenue, which is in the heart of Lee County.

We specialize in horizontal and vertical construction and have a diverse portfolio of projects consisting of new construction, building additions, roadway improvements, and interior/exterior renovations. The firm was established in 1989 by principal, Howard Wheeler, II, and has grown to 46 full-time employees. Since inception, Chris-Tel has been serving local municipalities and educational institutions in a continuing services capacity and has completed numerous community and high profile projects in the area; We currently hold continuing services contracts with *Lee County*, *Collier County*, *Hendry County*, the *City of Fort Myers*, the *School District of Lee County*, the Lee *County Port Authority*, and *Florida Gulf Coast University*.

Chris-Tel Construction provides a client-oriented approach to managing projects that includes site development/evaluation, preconstruction, construction management and close-out/commissioning. Our expertise in preconstruction and construction management combined with a total team commitment allows for continuous success on every project.

At Chris-Tel, we believe in cultivating a culture of like minded individuals who are committed to establishing and engaging in long-term relationships built upon the principles of integrity, dedication, quality craftsmanship and unwavering work ethic. Every project we manage is approached with this same philosophy which allows our firm to continue to provide unmatched quality and construction management services to our clients and communities in Southwest Florida.

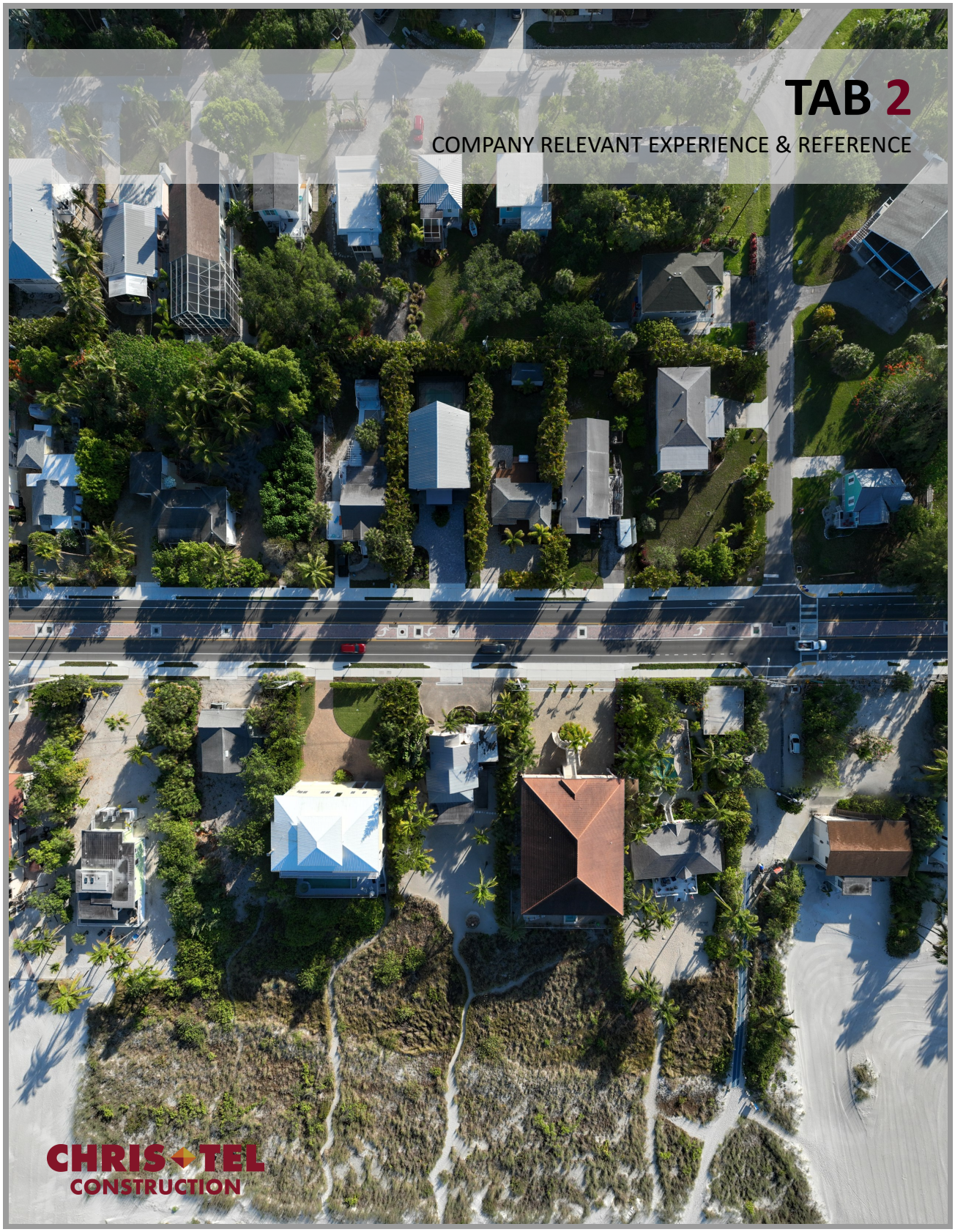
PROVEN EXPERIENCE

Chris-Tel Construction has the overall knowledge and experience to complete the various projects awarded under this continuing services contract for the County. We understand that projects awarded under this contract may include new construction, demolition, site work, interior/exterior renovations, underground utility projects, road construction projects, and mitigation projects under $4M likely involving quick turnaround times. We are no stranger to this type of work and have completed many similar projects under continuing services contracts for Lee County and other public entities. Due to our firm's experience, we are able to provide the County a successful means and methods strategy for completing these quick turnaround projects on time and within budget.

Additionally, having completed many Lee County projects over the course of our firm's 33 years in business, we are familiar with the policies, processes, and staff at the County which will prove invaluable to the successful completion of the various projects awarded to our firm.

FIRM CAPACITY AND RECENT/PROJECTED WORKLOAD

Chris-Tel Construction is staffed, prepared, and available to deliver construction manager at risk services to Lee County in a continuing services capacity. Depending on the project awarded under this continuing services contract, we are prepared to staff each project with our most experienced and relevant team member(s) in order to provide the quality construction management services that Lee County expects.

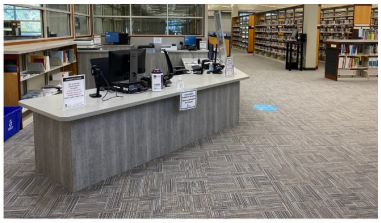

TAB 2
COMPANY RELEVANT EXPERIENCE & REFERENCE
CHRIS TEL
CONSTRUCTION

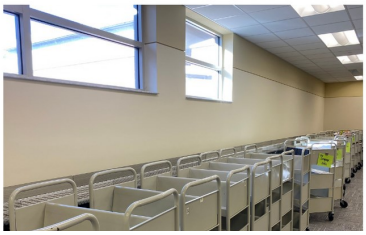
2: COMPANY RELEVANT EXPERIENCE & REFERENCE

LEE COUNTY GOVERNMENT

LAKES REGIONAL LIBRARY RENOVATION

FORT MYERS, FLORIDA





PROJECT ADDRESS

15290 Bass Road
Fort Myers, FL 33919

CLIENT CONTACT

Scott Musheff,
Project Manager,
Lee County Government
(239) 533-8505
smusheff@leegov.com

INITIAL COST

$1,473,023

FINAL COST

$1,145,494

 # OF CHANGE ORDERS

Two (2) - *Deductive Change Orders*

INITIAL COMPLETION DATE

March 2020—October 2020

FINAL COMPLETION DATE

October 2020

Chris-Tel Construction was selected to provide Construction Manager at Risk services to Lee County for the interior renovations at Lakes Regional Library in Fort Myers, Florida.

The scope of work for the project included selective demolition, framing and drywall work, acoustical ceilings, doors, miscellaneous plumbing, electrical, and HVAC upgrades, storefront glass partitions, paint, new carpet, ADA upgrades to the restrooms, new cabinetry and countertops and new AMH book drop system.

Construction took place on an occupied campus under strict supervision. In order to minimize disruption to the Library's normal business operations, construction was completed at night. The project was successfully completed in October 2020 and came in on time and under budget.

Statement of Understanding: *Chris-Tel Construction understands that the County reserves the right to evaluate our firm on our past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of our experience criteria.*

WHY RELEVANT

- CMAR Delivery Method
- Lee County Project
- Continuing Services Contract
- Less than $4M
- Similar Scope of Work

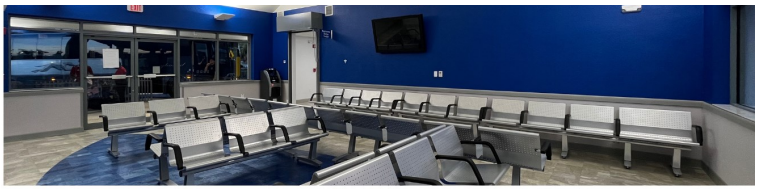
CHRIS TEL CONSTRUCTION

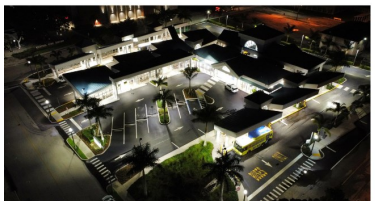
2: COMPANY RELEVANT EXPERIENCE & REFERENCE

LEE COUNTY GOVERNMENT

ROSA PARKS TRANSPORTATION CENTER EXPANSION

FORT MYERS, FLORIDA





PROJECT ADDRESS
2250 Widman Way
Fort Myers, FL 33919

CLIENT CONTACT
Cindy Sylvester, Project Manager,
Lee County Government
(239) 533-8534
csylvester@leegov.com

INITIAL COST
$3,220,978

FINAL COST
$3,220,978

 # OF CHANGE ORDERS
One (1)

INITIAL COMPLETION DATE
October 2021—June 2022

FINAL COMPLETION DATE
June 2022

Located in the heart of downtown Fort Myers, The Rosa Parks Transportation Center was built over 20 years ago. Due to the age of the facility along with the increase in population over the past couple of years, renovations and expansion became necessary.

Chris-Tel Construction was selected to provide Construction Management at Risk services to Lee County for the expansion and renovations to the facility which were made possible through grant money received from the Florida Department of Transportation in the amount of $6 million. The project added a total of four new bus berths to the facility; two located on Hendry Street and two on Widman Way.

Additionally, this project included interior renovations to the facility and ADA improvements to the restrooms. Interior renovations included I.T. upgrades, complete restroom remodel, new breakroom, and lobby improvements. Throughout construction, the facility remained open to the public and normal operations were maintained so that passengers were not negatively impacted.

Statement of Understanding: *Chris-Tel Construction understands that the County reserves the right to evaluate our firm on our past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of our experience criteria.*

WHY RELEVANT

- CMAR Delivery Method
- Lee County Project
- Less than $4M
- Similar Scope of Work

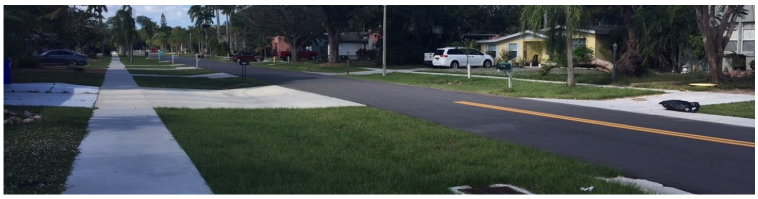
CHRIS TEL CONSTRUCTION

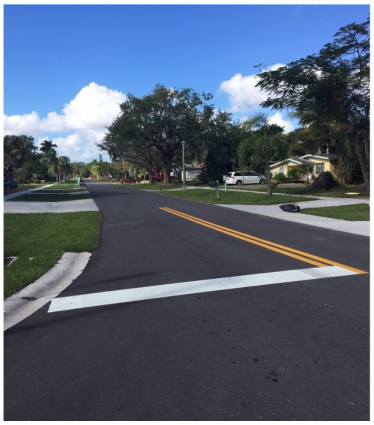
2: COMPANY RELEVANT EXPERIENCE & REFERENCE

CITY OF FORT MYERS

RANSOM STREET/SUNSET PLACE UTILITY IMPROVEMENTS

FORT MYERS, FLORIDA





PROJECT ADDRESS
Ransom St. & Sunset Place,
Fort Myers, FL 33901

CLIENT CONTACT
Elaine Capps,
Project Manager,
Lee County Government
(formerly with the City of Fort Myers)
(239) 533-8518
ecapps@leegov.com

INITIAL COST
$1,150,695

FINAL COST
$1,213,923

 # OF CHANGE ORDERS
One (1)

INITIAL COMPLETION DATE
January 2017—January 2018

FINAL COMPLETION DATE
August 2017

Chris-Tel Construction was selected to perform Construction Management at Risk services for the City of Fort Myers under a continuing services contract to replace the outdated infrastructure on both Ransom Street and Sunset Place, neighborhood roads located between McGregor Boulevard and US 41.

This project involved the installation of new sanitary gravity sewer systems in the center of the roadway, relocation of the connections to the existing homes, installation of new sewer clean-outs and laterals.

In addition to the new sanitary sewer system installed on both Ransom and Sunset, improved drainage was included in the scope and consisted of new storm drain lines, new catch basins, new and properly graded swales in lieu of pipe lines to convey storm water run-off.

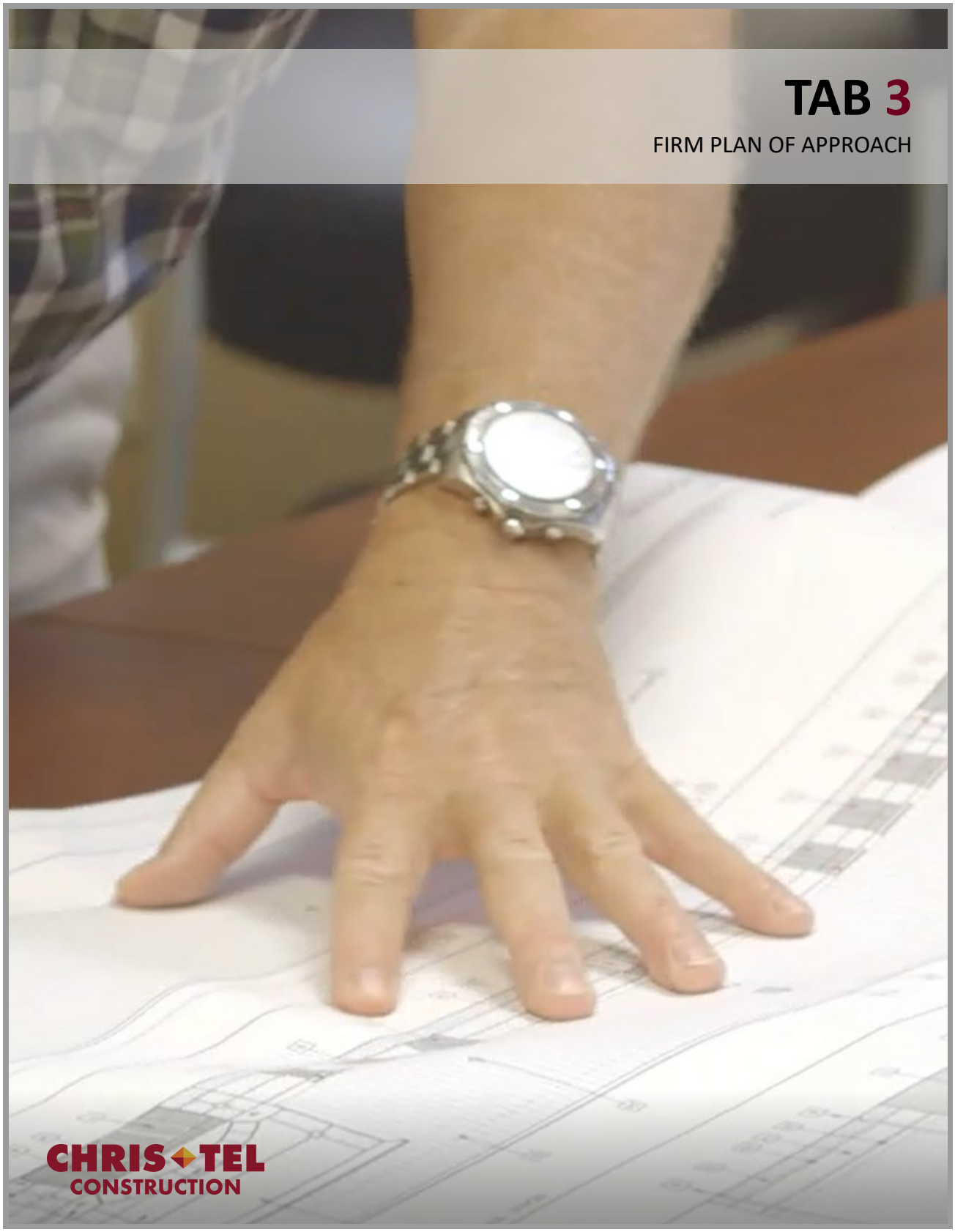
All residential driveways were removed and replaced as well as existing sidewalks. Both Sunset Place and Ransom Street received completely new roadways, pavement markings, and crosswalks.

Statement of Understanding: *Chris-Tel Construction understands that the County reserves the right to evaluate our firm on our past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of our experience criteria.*

WHY RELEVANT

- CMAR Delivery Method
- Continuing Services Contract
- Less than $4M
- Similar Scope of Work

CHRIS TEL CONSTRUCTION


TAB 3
FIRM PLAN OF APPROACH
CHRIS TEL
CONSTRUCTION

3. Plan of Approach

Chris-Tel Construction understands the unique capabilities and laser focus aptitude a Construction Manager should possess in order to successfully complete any project under a continuing services contract. Projects under contracts such as these typically have very tight turn-around schedules and more often than not, are going on simultaneously. The client has tight deadlines with strict schedules to meet due to time, money, staff, stakeholders or weather. We understand all of the nuances of these types of contracts and have structured our firm in a way to be able to handle any project, no matter the dollar size.

In order to complete projects under this contract successfully, our team will derive the critical aspects of each project to effectively manage and exceed the County's expectations. The critical aspects include:

- Establish and maintain the project budget
- Create and adhere to a master schedule
- Maximize local subcontractor and vendor partner participation to include DBE/WMBE firms
- Engage and unify field operations and staff
- Make safety the number one priority
- Provide a quality product to the County

Preconstruction Phase/Bid and Award Phase:

During the *Preconstruction Phase*, our team will review the summary of work, project plans and technical specifications provided by the County and the design professionals and then devise a scope sheet needed for the project. In many cases, we will conduct an onsite pre-bid meeting with interested subcontractors in order for them to have a full understanding of the project parameters, the environment in which they will be working and an awareness of the County's goals and objectives.

Chris-Tel Construction has a myriad of subcontractors—including DBE and MBE firms— that we work with and will invite to bid on the project(s). We will send out invitations to bid through *iSqft* to all prequalified subcontractors in our database. When we send out invitations to bid, we provide explicit deadlines to ensure that our firm can provide the County with a Guaranteed Maximum Price (GMP) in a timely manner. Our prequalification process for our subcontractors and vendors ensures that any subcontractor bidding our projects has provided the appropriate licenses, insurance certificates, E-Verify documentation and bonding information if applicable.

Once the bids are received, our Project Manager will review them for accuracy and completeness. We will scope the bids received for an "apples to apples" comparison and verify the quantities against the preliminary budget estimate provided by the County. This will determine if budget adjustments need to be made when finalizing the GMP. If the bid pricing is much higher than originally estimated, we can then explore more value engineering options that will not sacrifice quality of the project. This, in conjunction with cost saving options from the subcontractors, will eliminate the need to alter the County's original budget and will produce an accurate GMP for the project.

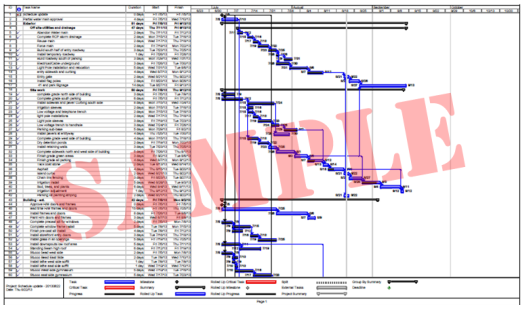
The GMP is our baseline throughout the entire project and is carefully monitored by our team. Our Project Manager and accounts receivable staff will work together to manage the pay application process for the County and will be able to see if any adjustments need to be made throughout construction to keep the budget on track.

3: FIRM PLAN OF APPROACH

Construction Schedule:

Each project will be assigned a Project Manager and Superintendent to oversee the successful completion of the project. These individuals are responsible for providing general direction of the work, making sure to adhere to the working drawings and specifications within the allotted budget. They are also responsible for monitoring the progress of the various subcontractors.

Once the bids have been received and the GMP is established, our project team will begin preparing the construction schedule. Creating a detailed schedule helps to streamline the project and other critical related work tasks. Input is received from all key stakeholders and incorporated into the project schedule. The construction schedule is a realistic and attainable timeline that shows the critical delivery items and milestones necessary to meet the overall completion date required by the County. The initial schedule is created in the design phase of the project. Once construction begins, the schedule will be monitored daily and adjusted accordingly if needed. We understand that it is our responsibility as the Construction Manager to adhere to the construction schedule to ensure successful completion of project(s) on time and within budget.



Sample Master Schedule showing long lead items and critical paths.

Construction Phase:

The preconstruction phase will transition seamlessly to the construction phase with the issuance of the 100% construction documents, implementation of the GMP, awarded subcontract agreements in place and background checks/security clearance completed. Once the construction phase begins, the emphasis will be on continued communication with key stakeholders. During construction, our team will schedule meetings with the County before the project assigned would begin in order to completely understand what the project entails. For the duration of the project, our staff will be in constant communication with the County and the back of house administrative team in order to provide a transparent and clearly communicated process throughout. This can and will include weekly meetings with the County and subcontractors assigned to review the schedule during construction so that each aspect of the project is clearly defined with dates and milestones. We find that this streamlined communication prevents any misunderstandings or confusion during construction.

Chris-Tel will retain the same level of service from the same team members to ensure the integrity of the project team is not compromised. Once we have staff vested in the project, we keep them with the project for the duration. This provides for a deeper level of project understanding, solid team relationships and ownership of the roles we each hold as the project moves from design, to construction and completion.

It will be Chris-Tel's collective goal to provide the County the best overall service possible for the projects awarded under this contract. Our staff brings significant experience to the County on similar projects as well as a proven track record on smaller dollar amount projects with quick turn around timeframes. The Chris-Tel team will be proactive during both the design phase of the project as well as the complete construction phase by maintaining constant communication with all key stakeholders throughout the project lifecycle and organizing and attending meetings with the County staff to clearly establish expectations, requirements and processes during construction. The collective goal will be to complete the project per the design within the established GMP and master schedule developed during the preconstruction phase and followed through the construction phase.

With projects of this nature, several aspects will be considered early on in the construction phase. These aspects include, but are not limited to:

- Long lead items incorporated into the design and construction schedule
- Permitting requirements and timeline to be incorporated into the design and construction schedule
- Construction sequencing to maximize County's anticipated timeline
- Overall public safety during construction
- Construction ingress and egress to ensure safety and security at all times

3: FIRM PLAN OF APPROACH

Construction Phase Continued:

During the construction phase, we understand that our role will be to manage the project and the subcontractors on-site while maintaining the budget, schedule, and quality of work being performed. We have an established relationship with the County and County staff and have a complete understanding of their policies and procedures.

Our key responsibilities with regards to this project during construction is to provide on-site construction administration, supervision and coordination. This includes scheduling weekly job site meetings with the County, the Architect/Engineer, and the Contractor (as well as subcontractors if necessary) to communicate long lead items, construction schedules, and monitor the adherence to safety programs and quality control. For the duration of the project, our staff will be in constant communication with the County and back of house administrative team in order to provide a transparent and clearly communicated process throughout. Our Project Manager and Superintendent will be involved at the onset of the project and will manage all aspects of the project from preconstruction to close out. The Superintendent assigned to the project will be on-site 100% of the time and will be the single point of contact for the County.

Throughout construction, we will continue to implement our firm's robust Quality Assurance and Quality Control program which includes quality audits, reviews and spot checks for all stages of the construction process. Alongside our Quality Assurance and Quality Control program we will continually implement our firm's "P.A.R.T" Safety Program to ensure that all OSHA regulations and state mandated requirements are being adhered to.

Project Management:

Effective project management comes from a skilled and experienced staff coupled with the right tools for the job.

We utilize the latest in computer-based project management and information system capabilities. This enables our staff to communicate with the subcontractors and Owners while effectively managing each job with real time data from preconstruction to close out.

Viewpoint by Vista: Used for our payment applications and project details.

***Blue Beam Revu©*:** To allow for integration of shop drawings from subcontractors and design teams as well as eliminate any confusion.

E-Takeoff: To enable the most accurate quantity pricing available as well as estimating and plan review.

iSqft: This program provides an electronic way of keeping track of bid invites, declinations, project documents and responses.

Autodesk Build: In order to collect project data such as photos, daily reports, notes and changes.

Microsoft Project/Phoenix: Used to develop construction schedules with milestones, start and stop dates as well as a critical path method of construction.

iAuditor: Mobile application that allows for OSHA standard reporting, site checks and safety tools that our team can include in any project documentation.

BIM 360 & PlanGrid: We utilize BIM 360 and PlanGrid technology during the preconstruction phase to provide design assistance and coordination with the chosen design team, which makes for a seamless transition from design intent to field layout.

These software systems, management applications and latest in technology allow more controlled cost forecasting and budgeting, detailed project cost reporting, real time data, electronic submittals of RFI's and an overall better communication method from Construction Manager to subcontractor, Owner and design team.

Warranty & Close Out:

As construction advances, the continued monitoring of the project will be completed on multiple fronts. Daily reporting of the project will ensure accurate and timely documentation of work completed, real time schedule updates and monitoring. Monthly reporting on budget and GMP position to include contingency use and milestone monitoring for project progression. As the project nears completion, the warranty log will be developed along with the project warranty process. At the end of the project, the Project Handbook will be developed and provided as part of the close out documents to the County. The handbook will include the approved submittals for all materials installed, any applicable operation and maintenance manuals, as-built drawings, standard maintenance processes and complete inventory of spare parts to be provided to the County. Being a truly local firm, we have the ability to provide prompt response to warranty items alleviating any unscheduled costs to the Owner. Our firm will be actively engaged in the project through the close out period to ensure the project is turned over with all punch list items closed, warranty issues resolved, and the project is turned over to the County in its entirety.

TAB 4
PERSONNEL
CHRIS TEL
CONSTRUCTION

4: PERSONNEL

Chris-Tel Construction - Assignments and Responsibilities

Chris-Tel Construction will serve as one of the County's on-call Construction Management firms for the various projects to be awarded under the continuing services contract. With a seasoned staff of 46 full time employees, Chris-Tel Construction has the capacity to take on this contract for the County. Our team is comprised of individuals who each offer specific knowledge and have the professional experience to provide a lessons learned and best means and methods approach to successfully complete each project on time and within budget.

Our firm has tripled in size since 2015 with regards to number of staff and portfolio. This growth however has not changed our culture nor our relationships with our clients. We are local, available and involved from the top down on every project and have the staff at the ready no matter the need of the client. Our firm has all of the capacity of a large corporation without the "corporate feel". This structure allows us to provide the County with owner involvement, complete transparency, and on the spot decision making.

Chris-Tel Construction is proposing a project team with over 200 years of combined construction experience. Our team of professionals have substantial experience working on continuing services contracts. The level of expertise and experience our team brings to Lee County is unmatched and will prove invaluable regarding construction management to include constructability, means and methods, historical cost analysis, budget, scope development, plan review, scheduling, planning, and overall sound construction management practices.

Principal-in-Charge — *Howard L. Wheeler, II*

As Founder and President, Howard is in complete charge of every phase of Chris-Tel Construction. As a native Floridian and a third generation contractor in the Fort Myers area, he brings a lifetime of construction acumen and a genuine understanding of the particular construction demands in Southwest Florida. Howard founded Chris-Tel Construction in 1989 and provides executive administration for projects collectively totaling more than $500 million in value. Because he works and plays in his hometown, Howard exemplifies community involvement in his endeavors with charitable organizations and other local community groups in and around Southwest Florida.

Manager, Construction Operations— *Durward Hussey*

Durward Hussey is the Manager of Construction Operations here at Chris-Tel, and will serve as the General Superintendent/Project Executive. He oversees all construction for our firm and has extensive experience managing projects for Lee County. He will be on hand to assist the Project Manager with cost control, schedule, project administration and will attend Owner meetings as needed.

Cost Estimator — *Sean Smiley*

Sean has 17 years of construction industry experience throughout Southwest Florida and the Northeast United States. As Estimator, Sean will determine the GMP for each project using historical cost analysis and subcontractor input regarding fair market values. He will work to identify LEED certification requirements and assist with local and DBE/MBE vendor participation.

Senior Project Manager — *Alex Maziekas*

Alex will perform the role of Senior Project Manager and will be on hand to assist the Project Manager with all aspects of construction. Alex has over 20 years of experience in construction and has been with the firm for 4 years now. He has been an integral part of many large projects including the Gasparilla Inn and Beach Club Expansion, Lehigh Senior High School addition, and most recently the Cypress Cove Re-Roof.

Project Director/Manager — *Tobey Schneider*

Tobey will perform the role of Project Manager and will be responsible for directing, coordinating, and administering all aspects of the services to be provided and performed for each project awarded under this continuing services contract. Within his role as Project Manager, he will manage the construction administration documentation, assist with bidding and subcontractor awarding, coordinate subcontractor participation and will attend all Owner meetings. Tobey has over 35 years of experience in construction and has been with the firm for three years now. He has been an integral part of managing projects for Lee County through our existing continuing services contract.

4: PERSONNEL

Senior Superintendent — *Eric Schneider*

Eric has over 35 years of experience in the construction industry. As Senior Superintendent, Eric will conduct regular site visits to assure schedule adherence, safety, and quality control. He will be on hand to assist the site Superintendent with day-to-day operations and management of the subcontractors as needed.

Superintendent — *Ricky Messman*

Ricky has over 35 years of experience in the construction industry. His responsibilities as Superintendent include overseeing subcontractors on the jobsite, providing field management related to plans, specifications and schedules, allocating resources, and organizing weekly coordination meetings. His experience with construction, plan review, field inspection and reporting allow him to be an asset to the client throughout the construction process.

Scheduler — *Joe Perkins*

Chris-Tel Construction employs a full time project scheduler to develop and monitor the project schedules in conjunction with the entire project team. During preconstruction, Joe will create the master schedule with input from all key stakeholders, identifying long lead items and the critical path. Throughout construction he will monitor the schedule and make any adjustments needed in order to ensure on time delivery.

Project Coordinator — *Sarah Feakins*

Sarah will perform the role of Project Coordinator during both preconstruction and construction. Her responsibilities will include bid invitations, subcontractor pre-qualification processes, permit coordination, project documentation and coordination from preconstruction to close out.

Accounting — *Andrea Klingensmith*

Andrea will be responsible for all of the accounting throughout the duration of all Lee County projects. This entails setting up the project(s) in our accounting/billing system, payment coordination documentation with Lee County, maintaining communication with County staff regarding pay applications, and change orders.

Building Information Modeling (BIM) — *Matt Carland*

Matt is our in-house Building Information Modeling (BIM) and Virtual Design and Construction (VDC) Manager. His role includes production of 3D models and visualizations for constructability review, functionality, MEP coordination and overall layout of our projects prior to construction.

Safety and Compliance — *Alba Gonzalez*

Alba is responsible for the overall compliance and safety of our projects. She will assist the Project Manager and Superintendent in the field and will be coordinating and carrying out site visits to ensure OSHA compliance and safety, conducting on-site training if needed and compiling documentation for monthly Project Management Information System (PMIS) reporting for the County and OSHA.

Public Information Officer — *Molly Scott*

Molly has 20 years of experience in Marketing, Public Relations and Customer Service. Her role throughout this continuing services contract will be to work with the County in raising awareness, providing information and helping to maintain a transparent construction process. She will assist with groundbreaking ceremonies, ribbon cuttings, press releases, social media marketing, project websites, etc.

Statement of Acknowledgement:

The team members proposed for the continuing services contract for Lee County includes all employees and administrative staff that will manage and coordinate the various projects awarded to our firm under this contract. Each proposed team member is knowledgeable and can offer specific insight based on the scope of work. Chris-Tel will retain the same level of service from the same team members to ensure the integrity of the project team is not compromised. Once we have staff vested in the project, we keep them with the project for the duration. This provides for a deeper level of project understanding, solid team relationships and ownership of the roles we each hold as the project moves from design, to construction and completion. *We understand and acknowledge that the project management team/key team members listed above will be assigned to the Lee County contract and shall not be substituted without the expressed permission of Lee County.*

Resumes

Please see attached resumes.

HOWARD L. WHEELER, II | *PRESIDENT / PRINCIPAL-IN-CHARGE*

As President of the firm, Mr. Wheeler will serve as the **Principal-In-Charge** with regards to contract negotiation, subcontractor contracts, project administration, cost control and pre-construction services for the project. He will attend owner meetings as needed and his position on the team is Value Added to the County.

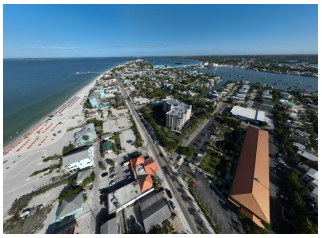
EDUCATION/QUALIFICATIONS
Edison State College
35 Years of Experience
33 Years with Chris-Tel Construction

CERTIFICATIONS
Certified General Contractor
State of Florida (Lic. CGC 038604
Certified Solar Contractor
State of Florida (Lic. CVC 56963)
Certified Renovator—Lead Safe Rehabilitation Education & Preservation (R.E.A.P.) Certified Historic Craftsman

REPRESENTATIVE EXPERIENCE | Partial Listing

Continuing Services Contract—Various Lee and Collier Counties
CMAR services for all continuing contract projects for the School District of Lee County, Florida SouthWestern State College, Florida Gulf Coast University, Collier County Government, Lee County Government, Hendry County Government, the Lee County Port Authority and the City of Fort Myers.

Estero Boulevard Improvements | Fort Myers Beach, Florida
Provided CMAR Services to Lee County Government for the Estero Boulevard Improvements project along Fort Myers Beach. The multi-phase project consists of six, one mile segments running from Crescent Street to just north of the Big Carlos Pass bridge. The scope of work includes installing 4 miles of 18-inch diameter fusion welded pressure pipe, new center lane storm drainage, brick pavers, nine foot sidewalks, trolley stop locations, landscaping, striping, curbing and complete rebuild of the roadway from right-of-way to right-of-way.



Lakes Regional Library | Fort Myers, Florida
Provided CMAR services to Lee County for the interior renovations at Lakes Regional Library. Scope of work for the project included selective demolition, framing and drywall work, acoustical ceilings, doors, miscellaneous plumbing, electrical, and HVAC upgrades, storefront class partitions, paint, new carpet, ADA upgrades to the restrooms, new cabinetry and countertops and new HMA book drop system.

North Fort Myers Recreation Center | North Fort Myers, Florida
Provided CMAR services for the new construction of 35,000 SF rec center complete with gymnasium, meeting rooms, multi-purpose space, outdoor pavilion and catering kitchen.

Riverdale Library | Fort Myers, Florida
Provided CMAR services for the renovation of the Riverdale library building to include addition and meeting room space.

Lee County Justice Center Proper Plumbing Replacement | Fort Myers, Florida
Replacement of existing domestic copper water lines, existing cast iron sewer lines and bringing all bathrooms into current ADA compliance within and throughout the Justice Center Proper and Annex building

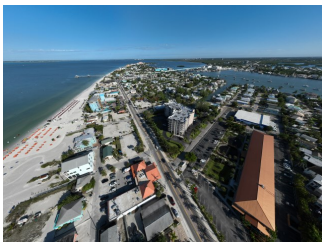
Terry Park Renovation | Fort Myers, Florida
Chris-Tel Construction was selected to perform various renovations to the facility under a continuing services contract with Lee County. Construction was carefully coordinated to ensure public safety and adherence to the project delivery schedule. The scope of work provided by our firm included site development including underground utilities, drainage and new sod installation; shade structures, decorative and chain link fencing and bollards / flag pole implementation; new entryway pavilion and concrete plaza between fields with enhanced landscaping; new concessions building, food court and restroom facility; transformation of the existing tournament building into a press box and office space for tournament organizers and officials; relocation of batting cage; covered seating; paved and grass parking for patrons; bus parking for larger tournaments; and multi-purpose fields.

DURWARD HUSSEY | *MANAGER OF CONSTRUCTION OPERATIONS*

As **General Superintendent/Project Executive**, Mr. Hussey will assist with overseeing the operations of this contract. Durward has thirty-five (35) years of construction industry experience, mostly in Southwest Florida. He has been actively involved in Senior level Project Management, and Consulting Services for commercial and industrial projects and is an expert at providing advisory services on facilities development and construction projects.

EDUCATION/QUALIFICATIONS
B.S./B.A. Geology/Chemistry,
Emory University
40 Years of Experience
2 Years with Chris-Tel Construction

CERTIFICATIONS
Certified General Contractor
State of Florida (Lic. CGC 1508235)
Certified Building Contractor
State of Florida (Lic. CBC034330)
Certified Roofing Contractor
State of Florida (Lic. CCC1325562)



REPRESENTATIVE EXPERIENCE | Partial Listing

Estero Boulevard Improvements | Fort Myers Beach, Florida
Provided CMAR Services to Lee County Government for the Estero Boulevard Improvements project along Fort Myers Beach. The multi-phase project consists of six, one mile segments running from Crescent Street to just north of the Big Carlos Pass bridge. The scope of work includes installing 4 miles of 18-inch diameter fusion welded pressure pipe, new center lane storm drainage, brick pavers, nine foot sidewalks, trolley stop locations, landscaping, striping, curbing and complete rebuild of the roadway from right-of-way to right-of-way.

Gasparilla Inn and Beach Club Expansion Project – Phase I & II | Boca Grande, Florida
Providing CMAR services for the multi-phased construction of new facilities at the Gasparilla Inn and Beach Club to include nine (9) new villas, new Inn Adventures building, renovations to the existing tennis club and yoga studio. Phase II will include renovations and expansion to the Beach Club, the pool and construction of two new pool facilities for guests and members.

The Preserve Clubhouse | Alva, Florida
Provided 3D modeling, clash detection and virtual design for the construction of The Preserve Clubhouse and associated amenities such as the pool and the pool deck/lounge area located in Lake Suzy, Florida (Charlotte County). Being Florida's newest 55+ com-munity, The Preserve will boast a 15,000 SF clubhouse, walk-in swimming pool, spa and fitness center as well as bocce, tennis and pickleball courts.

Lehigh Senior High School Addition and Renovations | Lehigh Acres, Florida
The School District of Lee County selected Chris-Tel Construction to provide Construction Manager at Risk services for the construction of a new 20,000 SF academic building and interior renovations to the media center, clinic, administrative area, dance studio, culinary space and classrooms on the existing campus to make room for an influx of 500 student stations.

Cypress Cove Re-Roof | Fort Myers, Florida
Cypress Cove selected Chris-Tel Construction to provide Construction Manager at Risk services for the 526,000 SF re-roof project encompassing 16 buildings and 18 carports on the 48-acre fully occupied Cypress Cove campus. The project included an initial schedule of 15 months but resulted in a 12-month completion. The entire campus is consistent with the white standing seam metal panel roofs.

Punta Gorda Historic Train Station | Punta Gorda, Florida
Chris-Tel Construction was selected to provide Construction Manager at Risk Services to the historic Punta Gorda train station, originally built in 1928. The scope of work for this project included roof replacement, window restoration, door and hardware restoration, as well as fascia replacement, lead abatement, knee brace repairs, soffit and decking repairs, floor restoration, custom stairs, and fresh paint.

SEAN SMILEY | *ESTIMATOR*

As **Estimator**, Mr. Smiley will determine the GMP using historic cost analysis and subcontractor input regarding fair market values. He will also work to identify LEED certification requirements and assist with local and DBE/MBE vendor participation.

EDUCATION/QUALIFICATIONS

B.S., Building Construction Management
University of North Florida, Jacksonville
20 Years of Experience
5 Years with Chris-Tel Construction

CERTIFICATIONS

OSHA 30 Hr. Certification
ACI Compressive Strength Testing Technician
FDOT Concrete Field Inspector, Level 1
Member of Sigma Lambda Chi International Construction Honor Society

REPRESENTATIVE EXPERIENCE | Partial Listing

Sanibel Library Renovation | Sanibel, Florida
Provided CMAR services for the multi-phased, $4.5M renovation of Sanibel Library. Scope includes new elevator shaft, remodel of existing meeting room and office space, new computer lab, renovation of existing library displays and flow, lounge spaces, new windows, fire suppression system, new HVAC and electrical duct work and controls, new chiller and exterior renovation.

Student and Community Counseling Center | Fort Myers, Florida
Provided CMAR services for the construction of a new, three-story, 28,000 SF facility for counseling and mental health services; LEED® Certified Platinum project.

Newcastle Aviation Headquarter Facility | Fort Myers, Florida
CMAR services for the construction of a new 40,000 SF industrial distribution and warehouse for aviation supplies, parts and components.

Cypress Cove Villas | Fort Myers, Florida
New construction of 14-villa home expansion for Cypress Cove at HealthPark Florida, Inc., The multi-million dollar project features concrete block, two and three bedroom independent living homes on a 48-acre site on the South Fort Myers Campus.

Cypress Cove Re-Roof | Fort Myers, Florida
Cypress Cove selected Chris-Tel Construction to provide Construction Manager at Risk services for the 526,000 SF re-roof project encompassing 16 buildings and 18 carports on the 48-acre fully occupied Cypress Cove campus. The project included an initial schedule of 15 months but resulted in a 12-month completion. The entire campus is consistent with the white standing seam metal panel roofs.

Punta Gorda Historic Train Station | Punta Gorda, Florida
Chris-Tel Construction was selected to provide Construction Manager at Risk Services to the historic Punta Gorda train station, originally built in 1928. The scope of work for this project included roof re-placement, window restoration, door and hardware restoration, as well as fascia replacement, lead abatement, knee brace repairs, soffit and decking repairs, floor restoration, custom stairs, and fresh paint.

Hendry County Courthouse Historic Restoration | LaBelle, Florida
Provided CMAR services to Hendry County for the historic restoration of the Hendry County Court-house. Scope of work included complete brick restoration and tuckpointing on the exterior of the courthouse, roof replacement, historic column and cast stone repairs, iron remediation, mechanical and electrical repairs and reconfigurations.

FGCU North Village & South Village Housing | Fort Myers, Florida
Preconstruction Services for the construction of Phases 2-7 of the North Village Student Housing, Palmetto Hall, Osprey Hall, Everglades Hall and Biscayne Hall as well as the Central Energy Plant, the access road and bridge for the South Village.

JOE PERKINS | *SCHEDULER*

As **Scheduler**, Mr. Perkins has over thirty (30) years in project management. His extensive usage and knowledge of various scheduling software applications provide an immense value to each client's needs based on the critical path methods determined for each project.

EDUCATION/QUALIFICATIONS
A.S., University of Kansas, College of Engineering
32 Years of Experience
3 Years with Chris-Tel Construction

CERTIFICATIONS/EXPERTISE
Primavera P3, P6
Tilos March Charts
SureTrak
Phoenix
Vista by Viewpoint
Microsoft Project

REPRESENTATIVE EXPERIENCE | Partial Listing

The Preserve Clubhouse | Alva, Florida
Provided 3D modeling, clash detection and virtual design for the construction of The Preserve Clubhouse and associated amenities such as the pool and the pool deck/lounge area located in Lake Suzy, Florida (Charlotte County). Being Florida's newest 55+ com-munity, The Preserve will boast a 15,000 SF clubhouse, walk-in swimming pool, spa and fitness center as well as bocce, tennis and pickleball courts.

Gasparilla Inn and Beach Club Phase I and II | Boca Grande, Florida
Multi-phased construction of new facilities to include nine (9) new villas, new Inn Adventures building, renovations to the existing tennis club and yoga studio, renovations and expansion to the Beach Club, the pool and construction of two new pool facilities.

Estero Boulevard Improvements | Fort Myers Beach, Florida
Multi-phased roadway and infrastructure improvements project consisting of six, one mile segments running from Crescent Street to just north of the Big Carlos Pass Bridge. Scope includes installing new force main pipe, new center lane storm drainage, brick pavers, nine foot sidewalks, trolley stop locations, landscaping, striping, curbing and complete rebuild the roadway from the right-of-way.

Eastern Metal Supply Addition | Fort Myers, Florida
Construction of a 90,000 SF addition for a local windows and doors manufacturer and distribution center in Fort Myers, Florida. Concrete slab super flat flooring with steel structure to match and mimic existing 172,000 SF facility. Project included additional dock bays, office space, breakroom and storage.

Utility Expansion Project | Cape Coral, Florida
Provided baseline and working resource loaded project master engineering and construction schedule for multi-phased utility expansion project to include water, waster water and irrigation.

Lead Scheduler and Cost Controls Administration:
Duke Power—Eight (8) Gas-fired Power Stations
Enbridge Energy Company—Eastern Access Pipeline Project
Trow Energy Services—Keystone XL Pipeline Project
Valero—Expansion projects in Texas
Jacobs Engineering-Total Longhorn II Project and CP Chem Ryton Expansion Project
PG&E National Energy Group—Covert, MI Power Plant
BP—Toledo, Ohio Plant

ALEX MAZIEKAS | *SENIOR PROJECT MANAGER*

As **Senior Project Manager**, Mr. Maziekas will be responsible for coordination of subcontractors and vendors, monitoring subcontractor performance and budget, field management, attending weekly OAC meetings, ensuring safety protocols, processing all project paperwork, submittals and RFI's, close-out and documentation on behalf of Chris-Tel Construction.

EDUCATION/QUALIFICATIONS

B.S., Mechanical Engineering, University of Pittsburgh
21 Years of Experience
4 Years with Chris-Tel Construction

CERTIFICATIONS

OSHA 30 Hr. Certification

REPRESENTATIVE EXPERIENCE | Partial Listing

Continuing Services Contract—Various Lee and Collier Counties
CMAR services for all continuing contract projects for the School District of Lee County, Florida SouthWestern State College, Florida Gulf Coast University, Collier County Government, Lee County Government, Hendry County Government, the Lee County Port Authority and the City of Fort Myers.

Gasparilla Inn & Beach Club Expansion | Boca Grande, Florida
The Gasparilla Inn & Beach Club selected Chris-Tel Construction to provide Construction Manager at Risk services for the $29M multi-phased construction of new facilities at the Gasparilla Inn and Beach Club, including nine (9) new villas and a new Inn Adventures building, renovations to the existing tennis club and yoga studio. Phase II consists of renovations and expansion to the Beach Club, the pool and the construction of two new pool facilities for guests and members.

Lehigh Senior High School Addition and Renovations | Lehigh Acres, Florida
The School District of Lee County selected Chris-Tel Construction to provide Construction Manager at Risk services for the construction of a new 20,000 SF academic building and interior renovations to the media center, clinic, administrative area, dance studio, culinary space and classrooms on the existing campus to make room for an influx of 500 student stations.

Cypress Cove Re-Roof | Fort Myers, Florida
Cypress Cove selected Chris-Tel Construction to provide Construction Manager at Risk services for the 526,000 SF re-roof project encompassing 16 buildings and 18 carports on the 48-acre fully occupied Cypress Cove campus. The project included an initial schedule of 15 months but resulted in a 12-month completion. The entire campus is consistent with the white standing seam metal panel roofs.

Jet Aviation FBO—Teterboro Airport | Port Authority of New York & New Jersey
Provided Design/Build services for the construction of a 40,000 SF hangar and completely renovated FBO. This $25M facility is equipped with 30-foot doors that accommodate large aircraft, amenities to include passenger and crew lounges, flight planning room, business center, fitness center/spa and on-site United States customs services.

Wide Body MRO Hangar, HAECO Americas | Greensboro, North Carolina
New construction of a 180,000 SF, total support spaces 50,000 SF 2-bay maintenance hangar for wide body aircraft, steel framed structure with full width 85' hangar doors, insulated metal wall panels, translucent wall panels, storefront and a PVC membrane roof. Clear height is 76 ft with crane hook height of 86', roof height is 102' sloping to 96'. The facility also includes shops, offices and a partial basement level MEP space attached to the hangar.

TOBEY SCHNEIDER | *PROJECT DIRECTOR/MANAGER*

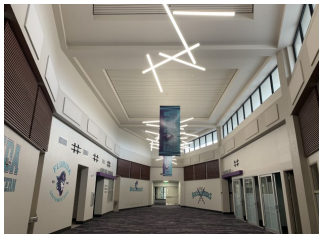
As **Project Director/Manager**, Tobey will manage the construction administration documentation, assist with bidding and subcontractor awarding, coordinate subcontractor participation and attend all owner/ contractor meetings with the County throughout each project. He shall be authorized and responsible to act on behalf of our firm with respect to directing, coordinating and administering all aspects of the services to be provided and performed. His experience and knowledge with similar projects will prove invaluable to the County.

EDUCATION/QUALIFICATIONS
Northern Colorado University
36 Years of Experience
3 Years with Chris-Tel Construction

CERTIFICATIONS
Certified General Contractor
State of Florida (Lic. CGC 1521916)
OSHA 30 Hr. Certification

REPRESENTATIVE EXPERIENCE | Partial Listing

Lakes Regional Library | Fort Myers, Florida
Provided CMAR services to Lee County for the interior renovations at Lakes Regional Library. Scope of work for the project included selective demolition, framing and drywall work, acoustical ceilings, doors, miscellaneous plumbing, electrical, and HVAC upgrades, storefront class partitions, paint, new carpet, ADA upgrades to the restrooms, new cabinetry and countertops and new HMA book drop system.



Florida SouthWestern State College Building S Renovations | Fort Myers, Florida
Provided CMAR services under continuing contract on the Lee County Campus of Florida SouthWestern State College for major renovation work to the Taeni Student Services Hall (Building S). Scope of work included demolition, reconfiguration of office and workspace walls, windows, drywall, MEP reconfiguration, flooring, fire suppression system reconfiguration, IT and access controlled entry doors.

Somero Training Facility Addition | Fort Myers, Florida
Provided CMAR services for a 1,500 SF addition to the existing Somero Enterprises Headquarter facility to encompass additional executive offices and expand the existing training room.

MY Shower Door/D3 Glass Shop Expansion | Fort Myers, Florida
Project Manager and point of contact for the expansion of shop area for local glass manufacturer.

Lee County Justice Center | Fort Myers, Florida
Provided CMAR services for renovations of the 1st, 2nd and 5th floor of the Federal Justice Center in downtown Fort Myers. The scope included 39,000 SF of new and reconfigured space.

Lee County Government Annex | Fort Myers, Florida
Provided CMAR services for the renovation of the Justice Center Annex in downtown Fort Myers. Scope included 15,000 SF of renovations for the 5th and 6th floors.

Lee County School District | Lee County, Florida
Provided CMAR services for the renovations and improvements of the following K-12 facilities:

River Hall Elementary Treeline Elementary
Hector Caffertta Elementary- Site Work
District Wide Life Safety Improvements
Fort Myers South High School- Kitchen Improvements
J. Colin English Elementary
Cape Coral Elementary

ERIC SCHNEIDER | *SENIOR SUPERINTENDENT*

As **Senior Superintendent**, Mr. Schneider will conduct regular site visits to assure schedule adherence, safety, and quality control. He will be on hand to assist the site Superintendent with day-to-day operations and management of the subcontractors.

EDUCATION/QUALIFICATIONS
B.S., Civil Engineering/
Construction Management,
University of Akron
35 Years of Experience
10 Years with Chris-Tel Construction

CERTIFICATIONS
FDOT Maintenance of Traffic, #3016
OSHA 30 Hr.
American Red Cross CPR/AED—Adult

REPRESENTATIVE EXPERIENCE | Partial Listing

Eastern Metal Supply | Lake Worth, Florida
Construction of the 40,000 square foot manufacturing facility for Eastern Metal Supply in Lake Worth, Florida. The scope of work includes super flat, concrete slab flooring, rack storage, interior offices, break room, training room/show room, dock bay roll up doors and site development.

Eastern Metal Supply Addition | Fort Myers, Florida
Construction of a 90,000 SF addition for a local windows and doors manufacturer and distribution center in Fort Myers, Florida. Concrete slab super flat flooring with steel structure to match and mimic existing 172,000 SF facility. Project included additional dock bays, office space, breakroom and storage.

MY Shower Door / D3 Glass Headquarters | Fort Myers, Florida
Construction of a 60,000 SF manufacturing, distribution and executive office facility for multi-location glass manufacturer and installer.

North Fort Myers Recreation Center | North Fort Myers, Florida
CMAR for new construction of 35,000 SF rec center complete with gymnasium, meeting rooms, multi-purpose space, outdoor pavilion and catering kitchen.

Westin Conference Center | Cape Coral, Florida
Construction of a 35,000 SF hospitality and meeting space complete with multi-functional meeting room that can be divided into six (6) spaces, state-of-the-art catering kitchen, meeting vestibule, conference rooms, staff offices, porte cochere, outdoor terrace and pedestrian walking bridge.

Century Link Sports Complex | Fort Myers, Florida
Renovations to Hammond Stadium to include player dormitory, dining area, lounge area, stadium seating, fields, locker rooms, training areas, suite renovation, boardwalks, media room and team store.

Gasparilla Inn and Beach Club Phase I and II | Boca Grande, Florida
Multi-phased construction of new facilities to include nine (9) new villas, new Inn Adventures building, renovations to the existing tennis club and yoga studio, renovations and expansion to the Beach Club, the pool and construction of two new pool facilities.

Estero Boulevard Improvements | Fort Myers Beach, Florida
Multi-phased roadway and infrastructure improvements project consisting of six, one mile segments running from Crescent Street to just north of the Big Carlos Pass Bridge. Scope includes installing new force main pipe, new center lane storm drainage, brick pavers, nine foot sidewalks, trolley stop locations, landscaping, striping, curbing and complete rebuild the roadway from the right-of-way.

RICKY MESSMAN | *SUPERINTENDENT*

Ricky has more than thirty-five (35) years of experience in the construction industry as a **Superintendent**. His responsibilities include supervision of subcontractors and crew and all other aspects of field operations. Ricky is in charge of coordination and collaboration with the project team and the coordination of equipment and materials orders/delivery. Additionally, he maintains compliance with building codes and is responsible for creation and resolution of the punch list with the owner.

EDUCATION/QUALIFICATIONS
United States Army Veteran
37 Years of Experience
1 Year with Chris-Tel Construction

CERTIFICATIONS
OSHA 10 Hr. Certification

REPRESENTATIVE EXPERIENCE | Partial Listing

Lee County Supervisor of Elections | Lehigh Acres, Florida
Complete tenant build-out and reconfiguration of Lee County Supervisor of Elections located in Lehigh Acres, Florida. The scope of work includes selective structure demolition, reinforced steel and concrete work, installation of architectural wood casework, new drywall, new acoustical ceilings, new flooring throughout. The improvements also included renovated offices, early-voting booths, and a waiting area.

Lee County Health Department | Lehigh Acres, Florida
Complete tenant build-out and reconfiguration of Lee County Health Department located in Lehigh Acres, Florida. The scope of work includes selective structure demolition, reinforced steel and concrete work, installation of architectural wood casework, new drywall, new acoustical ceilings, new flooring throughout. The improvements also included renovated offices.

Southwest Waste Building Addition & Renovations | Fort Myers, Florida
Renovations to the facility and a roughly 30,000 SF building addition to modernize and streamline the company's workflow and business operations. The 30,000 SF addition consists of a new overhead covered canopy to protect new outdoor waste material handling equipment. Interior renovations included selective demolition, new flooring, utility and MEP upgrades.

Waterside at Bay Beach | Fort Myers Beach, Florida
New construction of three (3) luxury Estero Bay front, 10-story high-rise condominiums located on Fort Myers Beach. Waterside at Bay Beach includes units for sale of up to 1.6 million dollars featuring bay front views, a 42 deep-water slip marina, four pools and spas, tennis courts, fitness center, and under-building parking.

Toscano at Dadeland | Miami, Florida
New construction of two (2) 6-story and 27-story luxury Mediterranean style residential condominium buildings totaling 403 units. The construction of Toscano included two separate elegant lobby's, two reserved underground parking structures, retails shops. The associated amenities include two private gyms, two pools and spas, and a sundeck.

Pueblo Chemical Depot | Pueblo, Colorado
Oversaw construction of chemical depot. The depot stores stockpile of munitions consisting of mustard agent contained in 155mm and 105mm artillery projectiles and mortar rounds. The scope included major mechanical components, skillful roof penetrations, and strategic coordination with the United States Army personnel.

SARAH FEAKINS | *PROJECT COORDINATOR*

Ms. Feakins will perform the role of **Project Coordinator** for this project. She will be administering and coordinating all project documentation to include permits, subcontractor scope sheets and contracts, plans, client and subcontractor communication, pay applications, close out documents and warranty management documentation.

EDUCATION/QUALIFICATIONS
2 Years of Experience
2 Years with Chris-Tel Construction

CERTIFICATIONS
Viewpoint by Vista
OHSA 10 Hr. Certification

REPRESENTATIVE EXPERIENCE | Partial Listing

Lehigh Senior High School Addition and Renovations| Lehigh Acres, Florida
Provided CMAR services under the new format and contract for a 28,000 SF addition and auxiliary renovations to existing classrooms to Lehigh Senior High School making room for an influx of 500 students.

Student and Community Counseling Center | Fort Myers, Florida
Construction of a 28,000 SF community health and counseling center for students, administration and community will utilize.

Gasparilla Inn and Beach Club Phase I and II | Boca Grande, Florida
Multi-phased construction of new facilities to include nine (9) new villas, new Inn Adventures building, renovations to the existing tennis club and yoga studio, renovations and expansion to the Beach Club, the pool and construction of two new pool facilities.

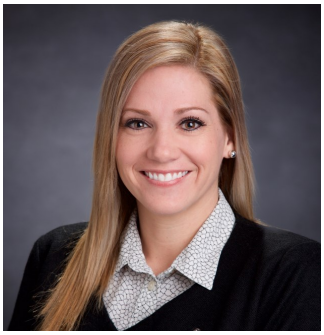
MY Shower Door / D3 Glass Headquarters | Fort Myers, Florida
Provided CMAR services for the construction of a 60,000 SF glass manufacturing, retail and distribution center in Fort Myers. Scope includes the installation of state-of-the-art tempering and fabrication equipment, retail space, offices and future expansion.

Newcastle Aviation Headquarters| Fort Myers, Florida
Construction of a 40,000 SF distribution and storage facility for airline and aviation equipment and parts. Scope included site development, construction, landscaping and drainage. The facility was built with the option to add an additional 20,000 SF to the facility when needed.

Eastern Metal Supply Addition | Fort Myers, Florida
Construction of a 90,000 SF addition for a local windows and doors manufacturer and distribution center in Fort Myers, Florida. Concrete slab super flat flooring with steel structure to match and mimic existing 172,000 SF facility. Project included additional dock bays, office space, breakroom and storage.

Estero Boulevard Improvements | Fort Myers Beach, Florida
Multi-phased roadway and infrastructure improvements project consisting of six, one mile segments running from Crescent Street to just north of the Big Carlos Pass Bridge. Scope includes installing new force main pipe, new center lane storm drainage, brick pavers, nine foot sidewalks, trolley stop locations, landscaping, striping, curbing and complete rebuild the roadway from the right-of-way.

ANDREA KLINGENSMITH | *ACCOUNTING*



Mrs. Klingensmith will handle all of the **Accounting** for the project. Andrea has over ten (10) years of experience in accounts payable and receivable for the construction industry here in Southwest Florida. Her responsibilities include job cost set up, accounts payable, subcontractor invoicing and schedule of values monitoring, budget monitoring, change orders, job cost reporting, client billing and final close out payment documentation.

EDUCATION/QUALIFICATIONS
13 Years of Experience
6 Years with Chris-Tel Construction

CERTIFICATIONS
OSHA 10 Hr. Certification Occupational
Microsoft Office Suite
Viewpoint Construction Software

REPRESENTATIVE EXPERIENCE | Partial Listing

Continuing Services Contract—Various Lee and Collier Counties
Accounts payable and receivable for all continuing contract projects for the School District of Lee County, Florida SouthWestern State College, Florida Gulf Coast University, Collier County Government, Lee County Government, Hendry County Government, the Lee County Port Authority and the City of Fort Myers.

Eastern Metals Supply Addition | Fort Myers, Florida
Accounts payable and receivable for CMAR services for the addition of a 90,000 SF space connected to existing facility for use in storage and distribution demand.
space, offices and future expansion.

MY Shower Door / D3 Glass Headquarter Facility | Fort Myers, Florida
Accounts payable and receivable for CMAR services for the construction of a new 60,000 SF glass manufacturing, retail and distribution center in Fort Myers. Scope includes the installation of state-of-the-art tempering and fabrication equipment, retail space, offices and future expansion.

Newcastle Aviation Headquarter Facility | Fort Myers, Florida
Accounts payable and receivable for CMAR services for the construction of a new 40,000 SF industrial distribution and warehouse for aviation supplies, parts and components.

Estero Boulevard Improvements | Fort Myers Beach, Florida
Accounts payable services for utility improvement to include storm water and forcemain sewer, road-ways, new sidewalks, trolley stops and center lane pavers. Project included 5,280 LF of utilities and directional drill.

Sanibel Library Renovation | Sanibel, Florida
Accounts payable and receivable for CMAR services for the multi-phased, $4.5M renovation of Sanibel Library. Scope includes new elevator shaft, remodel of existing meeting room and office space, new computer lab, renovation of existing library displays and flow, lounge spaces, new windows, fire suppression system, new HVAC and electrical duct work and controls, new chiller and exterior renovation.

Lehigh Senior High School Addition and Renovations | Lehigh Acres, Florida
Accounts payable and receivable for CMAR services under the new format and contract for a 20,000 SF addition and auxiliary renovations to existing classrooms to Lehigh Senior High School making room for an influx of 500 students.

FGCU Student and Community Counseling Center | Fort Myers, Florida
Accounts payable and receivable for CMAR services for the construction of a new three-story, 28,000 SF facility for counseling and mental health services.

MATT CARLAND | *BIM MODELING AND VIRTUAL DESIGN*

Mr. Carland will perform the role of **BIM Modeling and Virtual Design Manager** prior to and during construction. His experience with 3D and BIM modeling is second to none in the area and can assist the client with any visual imaging necessary for client engagement and stake-holder support. In addition, the clash detection abilities can eliminate any constructability issues in the field during construction which will allow for the project to remain on schedule.

EDUCATION/QUALIFICATIONS

Architectural Design (CAD), Central Piedmont Community College
15 Years of Experience
2 Years with Chris-Tel Construction

EXPERTISE / TECHNOLOGY

BIM 360
Assemble
Plan Grid
Procore
Viewpoint by Vista
Autodesk

REPRESENTATIVE EXPERIENCE | Partial Listing

School District of Lee County MMM High School | Fort Myers, Florida
Performed process innovation and BIM modeling for constructability for 160,000 SF, three story class-room academic building, gymnasium, cafeteria, administration building and CEP.

Moorings Park Senior Living Facility | Naples, Florida
Provided virtual design coordination and BIM modeling for various construction and renova-tion pro-jects at the facility to include the clubhouse, Building R, Phase IV and Grand Lake Town Center.

University Village | Fort Myers, Florida
Provided virtual design coordination and BIM modeling for the three story student housing project for Florida Gulf Coast University.

Altaira Colony Tower | Bonita Springs, Florida
Provided virtual design coordination and BIM modeling for a 21 story multi-family luxury tower.

Midtown Plaza | Cary, North Carolina
Provided BIM management for a 12 story, 330,000 SF commercial and mixed-use facility.

LPL Financial Corporate Headquarters | Fort Mill, South Carolina
Provided BIM management and modeling for two, six-story office buildings with complex ductwork design.

Naples Square—Phase II | Naples, Florida
Provided virtual design coordination and BIM modeling for a five-story multifamily custom complex with dedicated ADA elevator access.

Marina Walk Phase II | Bradenton, Florida
Provided virtual design coordination and BIM modeling for eight (8), four-story, 35,000 SF buildings for a high end vacation community.

Electrolux Corporate Headquarters | Charlotte, North Carolina
Provided BIM management and modeling for open concept office space with high end cafe-teria and kitchen and exposed ductwork.

Ballantyne Corporate Park | Charlotte, North Carolina
Provided BIM management and modeling for Ballantyne Corporate park facilities to include a YMCA, Building 7C, MetLife Corporate Headquarters and the Brigham Building.

CMC Hospital Systems | Charlotte, North Carolina
Provided virtual design coordination and BIM management for multiple facilities for CMC Mercy Hospital to include elevator modernization, materials management building expan-sion, pharmacy renovation and expansion, pavilion and medical office buildings, central ener-gy plant, orthopedic surgery suites, psychiatric wing renovation, phase II renovation, and central sterile processing unit.

ALBA GONZALEZ | *SAFETY AND COMPLIANCE*

Mrs. Gonzalez will be the **Safety and Compliance Officer** for the project. In her role, she will administer all safety checks prior to mobilization and during construction. This allows for all compliance and safety guidelines to be administered and followed. In addition, she will set up County and firm protocols onsite. She will assist the Project Manager in administering the monthly OSHA safety checks through iAuditor and maintain all due diligence needed for the project.

EDUCATION/QUALIFICATIONS
23 Years of Experience
5 Years with Chris-Tel Construction

CERTIFICATIONS
OSHA 10 Hr. Certification Occupational
OSHA 10 Hr. Certification Construction
Silka Dust Safety Certificate
Workers Compensation Certificate

REPRESENTATIVE EXPERIENCE | Partial Listing

Continuing Services Contract—Various Lee and Collier Counties
Safety and compliance for all continuing contract projects for the School District of Lee County, Florida SouthWestern State College, Florida Gulf Coast University, Collier County Government, Lee County Government, Hendry County Government, the Lee County Port Authority and the City of Fort Myers.

Eastern Metals Supply Addition | Fort Myers, Florida
Safety and compliance for CMAR services for the addition of a 90,000 SF space connected to existing facility for use in storage and distribution demand.

MY Shower Door / D3 Glass Headquarter Facility | Fort Myers, Florida
Safety and compliance for CMAR services for the construction of a 60,000 SF glass manufacturing, retail and distribution center in Fort Myers. Scope includes the installation of state-of-the-art tempering and fabrication equipment, retail space, offices and future expansion.

Newcastle Aviation Headquarter Facility | Fort Myers, Florida
Safety and compliance for CMAR services for the construction of a new 40,000 SF industrial distribution and warehouse for aviation supplies, parts and components.

Sanibel Library Renovation | Sanibel, Florida
Safety and compliance for CMAR services for the multi-phased, $4.5M renovation of Sanibel Library. Scope includes new elevator shaft, remodel of existing meeting room and office space, new computer lab, renovation of existing library displays and flow, lounge spaces, new windows, fire suppression system, new HVAC and electrical duct work and controls, new chiller and exterior renovation.

Estero Boulevard Improvements | Fort Myers Beach, Florida
Safety and compliance for utility improvement to include storm water and forcemain sewer, road-ways, new sidewalks, trolley stops and center lane pavers. Project included 5,280 LF of utilities and directional drill.

Lehigh Senior High School Addition and Renovations| Lehigh Acres, Florida
Safety and compliance for CMAR services under the new format and contract for a 20,000 SF addition and auxiliary renovations to existing classrooms to Lehigh Senior High School making room for an influx of 500 students.

FGCU Student and Community Counseling Center | Fort Myers, Florida
Safety and compliance for CMAR services for the construction of a new three-story, 28,000 SF facility for counseling and mental health services.

Westin Conference Center | Cape Coral, Florida
Safety and compliance for CMAR services for the construction of a new 35,000 SF conference center with a large ballroom with the capacity to divide into six distinct sections, 4,800 SF pre-function area, 1,700 SF outdoor pavilion, porte cochere, paved parking with pedestrian connector bridge, state-of-the-art kitchen and banquet prep area, utility installation and landscaping.

MOLLY SCOTT | *INTERNAL PUBLIC INFORMATION OFFICER (PIO)*

Mrs. Scott will perform the role of **Public Information Officer (Internal)** for the projects awarded under this continuing services contract. Her responsibilities will include assisting the County with public input, meetings, design charettes, social media, and updated project information as construction progresses.

EDUCATION/QUALIFICATIONS
B.S., West Virginia University
20 Years of Experience
6 Years with Chris-Tel Construction

CERTIFICATIONS
Notary Public
Real Estate Investment Society, Board of Governors
Cape Coral Chamber of Commerce, Board of Directors
Department of Management Advisory Council, FGCU
Associated Builders and Contractors, Gulf Coast Chapter Advisory Council

REPRESENTATIVE EXPERIENCE | Partial Listing

Sanibel Library Renovation Project | Sanibel, Florida
Provided construction photo documentation, live web cam progress, social media updates, ribbon cutting ceremony and other marketing related services throughout construction. FGCU Student and Community Counseling Center | Fort Myers, Florida Providing assistance on the job site for administration and marketing related tasks pertain-ing to construction and coordination of the project. Public Information assistance for social media, photo documentation, ground breaking ceremonies, and on-site tours.

Westin Conference Center | Cape Coral, Florida
Provided construction photo documentation, live web cam progress, social media updates, ribbon cutting ceremony and other marketing related services throughout construction.

Estero Boulevard Improvements | Fort Myers Beach, Florida
Provided assistance on the job site for administration and marketing related tasks pertaining to construction and coordination of the first of six segments for the $80M project. Public Information assistance for social media, photo documentation, public meetings and de-sign charrettes.

SE 47th Terrace Streetscape Improvements | Cape Coral, Florida
Provided assistance on the job site for administration and marketing related tasks pertaining to construction and coordination of the project. Public Information assistance for social media, photo documentation, public meetings and design charrettes.

MY Shower Door / D3 Glass Headquarter Facility | Fort Myers, Florida
Provided marketing related tasks pertaining to construction and coordination of the first of six segments for the project. Public Information assistance for social media, photo documentation, ground breaking ceremonies and up-to-date drone video.

Newcastle Aviation Headquarter Facility | Fort Myers, Florida
Provided marketing related tasks pertaining to construction and coordination of the first of six segments for the project. Public Information assistance for social media, photo documentation, ground breaking ceremonies and up-to-date drone video.

Somero Enterprises, Inc., HQ and Training Facility | Fort Myers, Florida
Provided marketing related tasks pertaining to construction and coordination of the first of six segments for the project. Public Information assistance for social media, photo documentation, ground breaking ceremonies and up-to-date drone video.

Lehigh Senior High School | Lehigh Acres, Florida
Provided marketing related tasks pertaining to construction and coordination of the first of six segments for the project. Public Information assistance for social media, photo documentation, ground breaking ceremonies and up-to-date drone video.

TAB 5

LOCAL VENDOR PREFERENCE

5: LOCAL VENDOR PREFERENCE

Chris-Tel Construction

Chris-Tel Construction is a locally owned and operated Construction Management firm that has been in business since 1989. Our headquarters is located in Lee County at 2534-A Edison Avenue, Fort Myers, FL 33901. We employ a full-time staff of 46 individuals who work out of this headquarter office which our firm has been at for the past 15 years.

Below, please find our Lee County Local Business Tax Receipts for the past two consecutive years.

2020 - 2021
LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 9002451
State License Number: CGC038604
If state license has changed, contact our office at 239.533.6000

Account Expires: September 30, 2021

Location:
2534 A EDISON AVE
FT MYERS FL 33901

May engage in the business of:
GENERAL CONTRACTOR-CERTIFIED

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

CHRIS-TEL CONSTRUCTION
WHEELER HOWARD LLOYD II
2534 A EDISON AVE
FT MYERS FL 33901

Payment Information:
PAID 564706-17-1 09/21/2020 10:40 AM
$50.00

2021 - 2022
LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 9002451
State License Number: CGC038604
If state license has changed, contact our office at 239.533.6000

Account Expires: September 30, 2022

Location:
2534 A EDISON AVE
FT MYERS FL 33901

May engage in the business of:
GENERAL CONTRACTOR-CERTIFIED

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

CHRIS-TEL CONSTRUCTION
WHEELER HOWARD LLOYD II
2534 A EDISON AVE
FT MYERS FL 33901

Payment Information:
PAID 599588-10-1 09/09/2021 10:40 AM
$50.00

2022-2023
LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1069394
Receipt Number: 9002451
State License Number: CGC038604

Account Expires: September 30, 2023

Location:
2534 A EDISON AVE
FT MYERS, FL 33901

May engage in the business of:
GENERAL CONTRACTOR-CERTIFIED

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

CHRIS-TEL CONSTRUCTION
CHRIS-TEL CONSTRUCTION
WHEELER HOWARD LLOYD II
2534 A EDISON AVE
FT MYERS, FL 33901

Payment Information:
PAID DP-00-00421548 09/13/2022
$ 50.00

TAB 6

REQUIRED FORMS

6: REQUIRED FORMS

Form 1 – Solicitation Response Form

LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: 11/1/2022 Bid Due Date: 11/1/2022

SOLICITATION IDENTIFICATION: CMR220546NAT

SOLICITATION NAME: Construction Manager at Risk Annual Services

COMPANY NAME: Chris-Tel Company of Southwest Florida, Inc., dba Chris-Tel Construction

NAME & TITLE: (TYPED OR PRINTED) Howard L. Wheeler, II, President

BUSINESS ADDRESS: (PHYSICAL) 2534-A Edison Avenue, Fort Myers, Florida 33901

CORPORATE OR MAILING ADDRESS:
X SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: hwheeler@christelconstruction.com

PHONE NUMBER: 239-226-0500 FAX NUMBER: 239-226-0503

NOTE **REQUIREMENT**: IT IS THE **SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE** FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL **NOT NOTIFY**.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. 1 Dated: 10/18/2022 No. ____ Dated: ____ No. ____ Dated: ____
No. 2 Dated: 10/26/2022 No. ____ Dated: ____ No. ____ Dated: ____

Tax Payer Identification Number: 65-0384539

(1) Employer Identification Number -or- (2) Social Security Number:

*** Lee County collects your social security number for tax reporting purposes only*

Please submit a copy of your registration from the website www.sunbiz.org establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*.

1 ***Collusion Statement:*** Lee County, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 ***Scrutinized Companies Certification:***
Section 287.135, FL § , prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL § .
As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL § , the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Form 1 – Solicitation Form, Page 2

26 CMR220546NAT Construction Manager at Risk Annual Services

6: REQUIRED FORMS

3 ***Business Relationship Disclosure Requirement:*** Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.
If this disclosure is applicable request form *"INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983))* to be completed and returned with solicitation response. It is the Proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

[ ] ***Business Relationship Applicable (request form)*** [X] ***Business Relationship NOT Applicable***

4 Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) Proposer? If yes, please attach a current certificate. [ ] Yes [X] No

ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER, WITNESSED AND SEALED (IF APPLICABLE)

Chris-Tel Company of Southwest Florida, Inc., dba Chris-Tel Construction
Company Name *(Name printed or typed)*

Howard L. Wheeler, II
Authorized Representative Name *(printed or typed)*

(Affix Corporate Seal, if applicable)

President
Authorized Representative's Title *(printed or typed)*

Nicole Schaefer, Senior Marketing Coordinator
Witnessed/Attested by: *(Witness/Secretary name and title printed or typed)*

Authorized Representative's Signature

Nicole Schaefer
Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

6: REQUIRED FORMS

FLORIDA DEPARTMENT of STATE — DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Profit Corporation
CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC.

Filing Information

Document Number	P93000007246
FEI/EIN Number	65-0384539
Date Filed	01/29/1993
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	02/19/2010
Event Effective Date	NONE

Principal Address

2534-A EDISON AVENUE
FORT MYERS, FL 33901

Changed: 01/05/2007

Mailing Address

2534-A EDISON AVENUE
FORT MYERS, FL 33901

Changed: 01/05/2007

Registered Agent Name & Address

WHEELER, HOWARD L, II
2534-A EDISON AVENUE
FORT MYERS, FL 33901

Name Changed: 03/03/2015

Address Changed: 01/05/2007

Officer/Director Detail

Name & Address

Title D, President

WHEELER, HOWARD L, II
2534-A EDISON AVENUE
FORT MYERS, FL 33901

Title EVP

SINGLETON, DONALD R
2534-A EDISON AVENUE
FORT MYERS, FL 33901

Title VP

DEPIRO, JULIE M
2534-A EDISON AVENUE
FORT MYERS, FL 33901

Title VP

KOENIG, ROBERT A
2534-A EDISON AVENUE
FORT MYERS, FL 33901

Annual Reports

Report Year	Filed Date
2017	05/01/2017
2018	02/27/2018
2019	04/15/2019

Document Images

04/15/2019 -- ANNUAL REPORT	View image in PDF format
02/27/2018 -- ANNUAL REPORT	View image in PDF format
05/01/2017 -- ANNUAL REPORT	View image in PDF format
04/18/2016 -- ANNUAL REPORT	View image in PDF format
08/26/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
03/03/2015 -- ANNUAL REPORT	View image in PDF format
01/27/2014 -- ANNUAL REPORT	View image in PDF format
08/12/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
04/22/2013 -- ANNUAL REPORT	View image in PDF format
02/23/2012 -- ANNUAL REPORT	View image in PDF format
01/06/2011 -- ANNUAL REPORT	View image in PDF format
02/19/2010 -- Amendment	View image in PDF format
01/19/2010 -- ANNUAL REPORT	View image in PDF format
01/20/2009 -- ANNUAL REPORT	View image in PDF format
10/06/2008 -- Off/Dir Resignation	View image in PDF format
01/14/2008 -- ANNUAL REPORT	View image in PDF format
01/05/2007 -- ANNUAL REPORT	View image in PDF format
07/05/2006 -- ANNUAL REPORT	View image in PDF format
08/03/2005 -- ANNUAL REPORT	View image in PDF format
02/16/2004 -- ANNUAL REPORT	View image in PDF format
02/17/2003 -- ANNUAL REPORT	View image in PDF format
03/14/2002 -- ANNUAL REPORT	View image in PDF format
02/08/2001 -- ANNUAL REPORT	View image in PDF format
05/01/2000 -- ANNUAL REPORT	View image in PDF format
03/06/1999 -- ANNUAL REPORT	View image in PDF format
01/28/1998 -- ANNUAL REPORT	View image in PDF format
08/05/1997 -- ANNUAL REPORT	View image in PDF format
06/12/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

[CMR220546NAT - CMAR Annual Services]

CHRIS TEL CONSTRUCTION

6: REQUIRED FORMS

Form 2 – Affidavit Certification of Immigration Laws

Lee County
Southwest Florida

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **CMR220546NAT** SOLICITATION NAME: **Construction Manager at Risk Annual Services**

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.** PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, FLA. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, ENTERING INTO A CONTRACT, YOU AFFIRM AND REPRESENT THAT YOU ARE REGISTERED WITH THE E-VERIFY SYSTEM AND ARE USING SAME, AND WILL CONTINUE TO USE SAME AS REQUIRED BY SECTION 448.095, F.S. COMPLIANCE WITH SECTION 448.095 INCLUDES, BUT IS NOT LIMITED TO, UTILIZATION OF THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES, AND REQUIRING ALL SUBCONTRACTORS TO PROVIDE AN AFFIDAVIT ATTESTING THAT THE SUBCONTRACTOR DOES NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH, AN UNAUTHORIZED ALIEN. FAILURE TO COMPLY WILL LEAD TO TERMINATION AS A VENDOR, DISQUALIFYING YOU FOR AWARD OF A SOLICITATION, DENIAL OF ENTERING INTO A CONTRACT AND/OR, CANCELLATION OF AN ACTIVE CONTRACT, OR IF YOUR SUBCONTRACTOR KNOWINGLY VIOLATES THE STATUTE, THE SUBCONTRACT MUST BE TERMINATED IMMEDIATELY. ANY CHALLENGE TO TERMINATION UNDER THIS PROVISION MUST BE FILED NO LATER THAN 20 CALENDAR DAYS AFTER THE DATE OF TERMINATION. IF TERMINATED FOR A VIOLATION OF THE STATUTE BY THE VENDOR, THE VENDOR MAY NOT BE ALLOWED TO DO BUSINESS WITH THE COUNTY OR BE AWARDED A SOLICITATION OR CONTRACT FOR A PERIOD OF 1 YEAR AFTER THE DATE OF TERMINATION. ALL COSTS INCURRED TO INITIATE AND SUSTAIN THE AFOREMENTIONED PROGRAMS SHALL BE THE RESPONSIBILITY OF THE VENDOR.

Company Name: Chris-Tel Company of Southwest Florida, Inc., dba Chris-Tel Construction

President November 1, 2022
Signature Title Date

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 1st day of November 2022, by Howard L. Wheeler, II (Print or Type Name) who has produced himself (Type of Identification) as identification.

Nicole B. Schaefer
Notary Public Signature

Notary Public State of Florida
Nicole B Schaefer
My Commission
HH 211561
Exp. 12/8/2023

Nicole B. Schaefer
Printed Name of Notary Public

HH 211561 | 12/08/2023
Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. ***LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.***

6: REQUIRED FORMS

VER 08-20-2020

Form 3 Reference Survey

Lee County Procurement Management
Reference Survey

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: CMR220546NAT - CMAR Annual Services

Section 1	Reference Respondent Information	Please return completed form to:
FROM:	Margaret Mohundro, Executive Director	**Bidder/Proposer:** Chris-Tel Construction
COMPANY:	Sanibel Public Library	**Due Date:** November 1, 2022
PHONE #:	239-472-2483	**Total # Pages:** 1
FAX #:	239-472-9524	**Phone #:** 239-226-0500 **Fax #:** 239-226-0503
EMAIL:	mmohundro@sanlib.org	**Bidder/Proposer E-Mail:** hwheeler@christelconstruction.com

Section 2 Enter Bidder/Proposer Information , if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)

Proposer Name: Chris-Tel Construction

Reference Project Name:	Project Address:	Project Cost:
Sanibel Library Renovation	770 Dunlop Road, Sanibel, FL 33957	$4,183,977

Summarize Scope: CMAR services to Sanibel Library for the renovation of the facility to include improvements to the AC and fire suppression system, plumbing, electrical and wireless services. Features of the new facility include flex space, reconfiguration of the 1st floor meeting spaces and offices, two new computer labs, construction of new book drop, children's room, teen space and outdoor reading area.

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3	Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?	Yes
2. Were any problems encountered with the company's work performance?	No
3. Were any change orders or contract amendments issued, other than owner initiated?	No
4. Was the job completed on time?	Yes
5. Was the job completed within budget?	Yes
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)	9
7. If the opportunity were to present itself, would you rehire this company?	Yes

8. Please provide any additional comments pertinent to this company and the work performed for you:

Chris-Tel proved very professional, on-schedule, excellent communications witn Sanibel Public Library; worked very well with the elected Library Board; worked very well with all staff. Clean workspace always; no injuries to Chris-Tel or to any staff or library users. Work done in phases while library was in operation, which made it much more challenging but Chris-Tel did an excellent job throughout.

Section 4 **Please submit non-Lee County employees as references**

Margaret Mohundro, Executive Director
Reference Name (Print

Reference Signature

6: REQUIRED FORMS

VER 08-20-2020

Form 3 Reference Survey

Lee County Procurement Management
Reference Survey

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: CMR220546NAT - CMAR Annual Services

Section 1	Reference Respondent Information	Please return completed form to:
FROM:	Jim Hehl, Vice President, Director of Physical Plant	**Bidder/Proposer:** Chris-Tel Construction
COMPANY:	Florida Gulf Coast University	**Due Date:** November 1, 2022
PHONE #:	239-590-1313	**Total # Pages:** 1
FAX #:	N/A	**Phone #:** 239-226-0500 **Fax #:** 239-226-0503
EMAIL:	jhehl@fgcu.edu	**Bidder/Proposer E-Mail:** hwheeler@christelconstruction.com

Section 2	Enter Bidder/Proposer Information , if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)	
Proposer Name:	Chris-Tel Construction	
Reference Project Name:	Project Address:	Project Cost:
FGCU Student & Community Counseling Center	10501 FGCU Blvd. S, Fort Myers, Florida 33965	$5,732,209
Summarize Scope:	New 27,000 SF Student & Community Counseling Center which provides access to mental and behavioral healthcare for underserved populations throughout the community. The three-story center features a community counseling clinic for group counseling psuchoeducational counseling and other mental health services.	

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3	**Indicate: "Yes" or "No"**
1. Did this company have the proper resources and personnel by which to get the job done?	YES
2. Were any problems encountered with the company's work performance?	NO
3. Were any change orders or contract amendments issued, other than owner initiated?	NO
4. Was the job completed on time?	YES
5. Was the job completed within budget?	YES
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)	9
7. If the opportunity were to present itself, would you rehire this company?	YES
8. Please provide any additional comments pertinent to this company and the work performed for you:	

Section 4 **Please submit non-Lee County employees as references**

Jim Hehl, Vice President, Director of Physical Plant
Reference Name (Print

Reference Signature

6: REQUIRED FORMS

VER 08-20-2020

Form 3 Reference Survey

Lee County Procurement Management
Reference Survey

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: CMR220546NAT - CMAR Annual Services

Section 1	Reference Respondent Information	Please return completed form to:	
FROM:	Steve Hanna, Project Manager	**Bidder/Proposer:**	Chris-Tel Company of Southwest Florida, Inc., dba Chris-Tel Construction
COMPANY:	Lee County School District	**Due Date:**	November 1, 2022
PHONE #:	239-479-4245	**Total # Pages:**	1
FAX #:	239-335-1512	**Phone #:** 239-226-0500	**Fax #:** 239-226-0503
EMAIL:	stephenlh@leeschools.net	**Bidder/Proposer E-Mail:**	hwheeler@christelconstruction.com

Section 2	Enter Bidder/Proposer Information , if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Proposer Name:	Chris-Tel Company of Southwest Florida, Inc., dba Chris-Tel Construction		
Reference Project Name:	Project Address:	Project Cost:	
Lehigh Senior High School Addition & Renovations	901 Gunnery Rd. N Lehigh Acres, FL 33971	$9,455,277	
Summarize Scope: 28,000 SF addition to Lehigh Senior High School for JROTC program to include classrooms, a covered exercise space, stairwell and rappelling tower. The renovations enhanced classroom space, administrative space and clinic space for the influx of 500 additional students on campus for the start of the 2019 school year.			

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3	**Indicate: "Yes" or "No"**
1. Did this company have the proper resources and personnel by which to get the job done?	YES
2. Were any problems encountered with the company's work performance?	NO
3. Were any change orders or contract amendments issued, other than owner initiated?	NO
4. Was the job completed on time?	NO
5. Was the job completed within budget?	YES
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)	9
7. If the opportunity were to present itself, would you rehire this company?	YES

8. Please provide any additional comments pertinent to this company and the work performed for you:
We added to the scope and it was a very compressed schedule, therefore the job went a little long.

Section 4 **Please submit non-Lee County employees as references**

Steve Hanna, Project Manager
Reference Name (Print

Reference Signature

Form 4 -Negligence or Breach of Contract Disclosure Form

Lee County
Southwest Florida

ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

Company Name: Chris-Tel Company of Southwest Florida, Inc., dba Chris-Tel Construction

Type of Incident *Alleged Negligence or Breach of Contract*	**Incident Date And Date Filed**	**Plaintiff** *(Who took action against your company)*	**Case Number**	**Court** *County/State*	**Project**	**Claim Reason** *(initial circumstances)*	**Final Outcome** *(who prevailed)*
Alleged Negligence	Incident Date: 3/7/20 Date Filed: 11/20/20	Tracey Walton	20-CA-008065	Lee/Florida	Buckingham Community Center	Fall	Filed/ N/A
Alleged Negligence	Incident Date: 8/14/19 Date Filed: 3/25/21	Courtney Eckmann	21-CA-000997	Lee/Florida	Estero Blvd. Improvements	Fall	Filed/ N/A
Alleged Breach of Contract	Incident Date: 10/22/19 Date Filed: 3/9/20	Douglas N. Higgins, Inc.	19-CA-8047	Lee/Florida	Utilities Extension Project (UEP) North 2 - Contract 13 - Canal Pump	Alleged Defective Work	Disposed; Settled
Alleged Negligence	Incident Date: 3/11/17 Date Filed: 8/13/20	Marilyn Vander Haar	20-CA-5348	Lee/Florida	Estero Blvd. Improvements	Fall	Disposed; Settled
Alleged Negligence	Incident Date: 10/1/16 Date Filed: 4/12/19	Marsha McKibben	19-CA-2120	Lee/Florida	Broadway Palm	Slip & Fall	Disposed/ Chris-Tel Construction
Alleged Negligence	Incident Date: 10/29/16 Date Filed: 7/29/19	Thomas Heinrich	2019-CA-004832	Lee/Florida	Estero Blvd. Improvements	Fall	Disposed; Settled

Make as many copies of this sheet as necessary in order to **provide a 10-year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name and write "NONE" in the first "Type of Incident" box** of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: 1 Of 2 Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.
Proposals may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on this disclosure form. Additionally, proposals may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the Proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

Form 4 -Negligence or Breach of Contract Disclosure Form

Lee County
Southwest Florida

ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

Company Name: Chris-Tel Company of Southwest Florida, Inc., dba Chris-Tel Construction

Type of Incident *Alleged Negligence or Breach of Contract*	**Incident Date And Date Filed**	**Plaintiff** *(Who took action against your company)*	**Case Number**	**Court** *County/State*	**Project**	**Claim Reason** *(initial circumstances)*	**Final Outcome** *(who prevailed)*
Alleged Negligence	Incident Date: 11/15/13 Date Filed: 8/30/16	Paul Jacob, Letoya Jacob, Penney Maloy	16-CA-003059	Lee/Florida	Landings at East Pointe	Property Damage, Illness	Disposed/ Chris-Tel Construction

Make as many copies of this sheet as necessary in order to **provide a 10-year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name and write "NONE" in the first "Type of Incident" box** of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: 2 Of 2 Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.
Proposals may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on this disclosure form. Additionally, proposals may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the Proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

6: REQUIRED FORMS

Form 5 - Affidavit Principal Place of Business

Lee County
Southwest Florida

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Instructions: Please complete all information that is applicable to your firm

Company Name: Chris-Tel Company of Southwest Florida, Inc., dba Chris-Tel Construction

Howard L. Wheeler, II
Printed name of authorized signer

President
Title

⇒
Authorized Signature

November 1, 2022
Date

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. *LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.*

The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 1st day of November 20 22, by Howard L. Wheeler, II who has produced
(Print or Type Name)

himself as identification.
(Type of Identification)

Notary Public State of Florida
Nicole B Schaefer
My Commission
HH 211561
Exp. 12/8/2023

Notary:
State of Florida
County of Lee

⇒
Notary Public Signature

HH 211561 | 12/08/2023
Notary Commission Number and expiration

1. Principal place of business is located within the boundaries of: ✓ Lee County ___ Non-Local

Local Business Tax License # Account Number: 9002451 / State License Number: CGC038604

2. Address of Principal Place of Business: 2534-A Edison Avenue, Fort Myers, Florida 33901
3. Number of years at this location 15 years
4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years ✓ Yes* ___ No *If yes, attach contractual history for past 3 consecutive years
5. Number of available employees for this contract 46
6. Does your company have a Drug Free Workplace Policy ✓ Yes ___ No

Chris-Tel Construction 3-Year Contractual History With Lee County

South County Regional Library Renovations (CMAR)

Lehigh Acres Park Expansion (CMAR)

Rosa Parks Intermodal Renovation (CMAR)

Justice Center Proper Plumbing Replacement (CMAR)

Construction Manager at Risk—Annual Contract

Construction Management Services for Improvements to Estero Boulevard

TO BE DETERMINED AND COMPLETED AFTER AWARD

Form 6 - Sub-contractor/consultant List

Lee County
Southwest Florida

SUB-CONTRACTOR/CONSULTANT LIST

Sub-Contractor/Consultant Company Name	Area Of Work	Point Of Contact Or Project Supervisor	Contact Info Phone or Email	Qualified DBE, MBE, WBE, VBE or Similar	Amount or Percentage of Total

Please include sub-contractor/consultant name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and/or email. Also include the dollar value or percentage that the sub-contractor/consultant will be performing. If sub-contractor/consultant qualifies as a current certificate Florida Certified Business Enterprise such as MBE, WBE, DBE, VBE or similar please indicate such above and provide proof of certification.

Form 7 - Public Entity Crime Form

Public Entity Crime Form

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to Lee County Board of County Commissioners
(*Print name of the public entity*)

by Howard L. Wheeler, II, President
(*Print individual's name and title*)

for Chris-Tel Company of Southwest Florida, Inc., dba Chris-Tel Construction
(*Print name of entity submitting sworn statement*)

whose business address is 2534- A Edison Avenue, Fort Myers, Florida 33901

(If applicable) its Federal Employer Identification Number (FEIN) is 65-0384539

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the Unites States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understate that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime:
   or:
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (*Please indicate which statement applies.*)

   ✓ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

6: REQUIRED FORMS

Public Entity Crime Form

Page 2 of 2

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(*Signature*)

November 1, 2022
(*Date*)

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 1st day of November 2022, by Howard L. Wheeler, II who has produced
(Print or Type Name)

himself as identification.
(Type of Identification)

Nicole B. Schaefer
(NOTARY PUBLIC)

My Commission Expires: 12/08/2023

Notary Public State of Florida
Nicole B Schaefer
My Commission
HH 211561
Exp. 12/8/2023

6: REQUIRED FORMS

Form 8 - Trench Safety (Required for Construction Projects Only)

TO BE DETERMINED AND COMPLETED AFTER AWARD

TRENCH SAFETY

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
A.					
B.					
C.					
D.					

TOTAL $_____

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

(*Signature*)

Chris-Tel Company of Southwest Florida, Inc., dba Chris-Tel Construction

(*Company Name*)

STATE OF Florida

COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 1st day of November 2022, by Howard L. Wheeler, II who has produced

(Print or Type Name)

himself as identification.

(Type of Identification)

Nicole B. Schaefer

Notary Public Signature

Nicole B. Schaefer

Printed Name of Notary Public

HH 211561 | 12/08/2023

Notary Commission Number/Expiration

Notary Public State of Florida
Nicole B Schaefer
My Commission
HH 211561
Exp. 12/8/2023

36 CMR220546NAT Construction Manager at Risk Annual Services

Chris-Tel Construction License and Bonding Capacity

6: REQUIRED FORMS

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WHEELER, HOWARD LLOYD II

CHRIS-TEL CONSTRUCTION
2534 EDISON AVENUE A
FORT MYERS FL 33901

LICENSE NUMBER: CGC038604

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

6: REQUIRED FORMS

M.E. WILSON
RISK MANAGEMENT • INSURANCE
BENEFITS • BONDS

February 27, 2020

To Whom It May Concern:

The purpose of this letter is to advise you of the surety bond capacity and reputation of Chris-Tel Company of Southwest Florida, Inc.

We write surety bonds for Chris-Tel Company of Southwest Florida, Inc. through Berkley Insurance Company, 475 Steamboat Road, Greenwich, CT 06830, and extend to them a surety line in excess of $100,000,000.00 per single project and $300,000,000.00 aggregate work program. Berkley Insurance Company is licensed to do business in all states and has an A.M. Best Rating of "A+" with a financial size of Class "XV". Berkley Insurance Company's Treasury Listing is $460,644,000.00.

Chris-Tel Company of Southwest Florida, Inc. is a professionally managed organization with an excellent reputation. They have an experienced organization and are well financed. I recommend Chris-Tel Company of Southwest Florida, Inc. to you without reservation.

Upon the request of Chris-Tel Company of Southwest Florida, Inc., we will be pleased to execute Performance and Payment Bonds, subject to normal underwriting requirements. This letter is not an assumption of liability, nor is it a bid or performance bond. The Surety reserves the right to review the file and contract terms and conditions for acceptance prior to the authorization or execution of any performance and payment bond.

Sincerely,

Anthony T. Papa, Jr.
President

ATP/ss

7264 Kyle Court | Sarasota, FL 34240 | Voice: 941.999.1900 | Fax: 941.306.2002 | mewilson.com

BUILD | RESTORE | PRESERVE
2534-A Edison Avenue | Fort Myers, Florida 33901 | (239) 226-0500 | www.christelconstruction.com
CHRIS TEL
CONSTRUCTION

RFP CMR220546NAT

Advertise Date: Tuesday, September 27, 2022

Lee County Board of County Commissioners
PROCUREMENT MANAGEMENT DEPARTMENT

Construction Manager at Risk (CM) Request for Proposal

Solicitation No.:	CMR220546NAT
Solicitation Name:	Construction Manager at Rick (CMAR) Annual Services
Open Date/Time:	Tuesday, November 01, 2022 Time: 2:30 PM
Location:	Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers, FL 33901
Procurement Contact:	Nick Trueblood Title Procurement Analyst
Phone:	(239) 533-8836 Email: **ntrueblood@leegov.com**
Requesting Dept.	COUNTY WIDE

Pre-Solicitation Meeting:

Type:	No meeting scheduled at this time
Date/Time:	NA
Location:	NA

All solicitation documents are available for download at
www.leegov.com/procurement

Tuesday, September 27, 2022

Notice to Contractor / Vendor / Proposer(s)

Construction Manager at Risk (CM) Request for Proposal

Lee County, Florida, is requesting proposals from qualified individuals/firms for

CMR220546NAT Construction Manager at Risk Annual Services

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish; all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Florida, in conformance with proposal documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for (RFP) are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to

2:30 PM Tuesday, November 01, 2022

to the office of the **Procurement Management Director, 2115 Second Street, 1st Floor, Fort Myers, FL 33901**. The Invitation to Bid shall be received in a sealed envelope, prior to the time scheduled to receive Bid(s), and shall be clearly marked with the solicitation name, solicitation number, bidder name, and contact information as identified in these solicitation documents.

The Scope of Services for this RFP is available from www.leegov.com/procurement. Vendors who obtain scope of services from sources other than www.Leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from www.Leegov.com/procurement. It is the Proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

No Pre-proposal Conference is scheduled at this time. It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-proposal conference and site visit has not been scheduled for this solicitation. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

Nick Trueblood ntrueblood@LeeGov.com

Sincerely,

Adam Brooks, CPPO, CPPB
Procurement Manager

*WWW.LeeGov.Com/Procurement is the County's official posting site

Terms and Conditions
Request for Proposal
Construction Manager at Risk (CM)

1. DEFINITIONS
   1.1. **Addendum/Addenda**: A written change, addition, alteration, correction or revision to a bid, proposal or contract agreement. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
   1.2. **Approved Alternate**: Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
   1.3. **Bid/Proposal Package**: A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
   1.4. **Bidder/Responder/Proposer**: One who submits a response to a solicitation.
   1.5. **County**: Refers to Lee County Board of County Commissioners.
   1.6. **Due Date and Time/Opening**: Is defined, as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Department. Only bids or proposals received prior to the established date and time will be considered.
   1.7. **Liquidated Damages**: Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
   1.8. **Procurement Management**: shall mean the Director of Lee County's Procurement Management Department or designee.
   1.9. **Responsible**: A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
   1.10. **Responsive**: A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
   1.11. **Solicitation**: An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

2. ORDER OF PRECEDENCE
   2.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
      2.1.1. Lee County Procurement Management Department Ordinance 22-06
      2.1.2. Special Conditions and Supplemental Instructions
      2.1.3. Detailed Scope of Work
      2.1.4. These Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES
   3.1. It shall be the responsibility of the Proposer to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with Lee County shall be in accordance with but not limited to:
      3.1.1. Lee County Procurement Management Department Ordinance 22-06
      3.1.2. Florida State Statute 287.055: Consultant Competitive Negotiation Act (CCNA), (CN)
      3.1.3. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitations are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 calendar days after bid or proposal opening, whichever is earlier.
      3.1.4. Florida Statute 218 Public Bid Disclosure Act.

3.1.5. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.

3.1.6. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.

3.2. **Local Business Tax**: If applicable, provide with proposal.

3.3. **License(s)**: Proposer should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.

4. RESPONSES RECEIVED LATE

4.1. It shall be the Proposer's sole responsibility to deliver the proposal submission to the Lee County Procurement Management Department prior to or on the time and date stated.

4.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening.

4.3. The Lee County Procurement Management Department shall not be responsible for delays caused by the method of delivery such as, but not limited to; internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

5. PROPOSER REQUIREMENTS (unless otherwise noted)

5.1. **Responsive and Responsible**: Only proposals received from responsive and responsible Proposers will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the Proposer to perform.

5.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.

5.1.2. Any Proposer or sub-Proposer that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the Proposer or sub-Proposer.

5.1.3. Proposers are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Proposers shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Proposer who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such requirements shall flow down to sub-contractors/consultants of the prime Proposer and prime Proposer shall ensure compliance with Chapter 435 of such parties.

5.1.3.1.1. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

5.2. **Past Performance**: All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.). Poor or unacceptable past performance may result in Proposer disqualification.

5.3. Preparation Cost: The Proposer is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer.

6. PRE-SOLICITATION CONFERENCE

6.1. A pre-solicitation conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-solicitation conference is Non-Mandatory or Mandatory. All prospective Proposers are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All verbal questions and answers are considered informal. All questions must be submitted formally in writing to the procurement staff noted on the first page of the solicitation document. A formal response will

be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-proposal conference, if applicable.

6.2. **Non-Mandatory**: Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective Proposers participate.

6.3. **Mandatory**: Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered **non-responsive**.

7. COUNTY INTERPRETATION/ADDENDUMS

7.1. Each Proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.**

7.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the Proposer's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Department associated with this solicitation.

7.3. All Addenda shall become part of the Contract Documents.

7.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Department is the only official method whereby interpretation, clarification or additional information can be given.

8. QUALITY GUARANTEE/WARRANTY (as applicable)

8.1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.

8.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warrantees will begin from the date of final completion.

8.3. Unless otherwise specifically provided in the specifications, the equipment must be warranteed for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.

8.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

9. ADDITIONS, REVISONS AND DELETIONS

9.1. Additions, revisions, or deletions to the Terms and Conditions, Specifications, Bid Schedule, or other document provided by Lee County Procurement Management Department that changes the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

10. CONFIDENTIALITY

10.1. Proposers should be aware that all proposals provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 Florida Statute.

10.2. If information is submitted with a proposal that is deemed "Confidential" the Proposer must stamp those pages of the proposal that are considered confidential. The Proposer must provide documentation as to

validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.

10.3. Lee County ***will not*** **reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

11. CONFLICT OF INTEREST

11.1. All Proposers are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.

11.2. Should your proposal be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the proposal from consideration for this project.

11.3. **Business Relationship Disclosure Requirement**: The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statues. All Proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of Lee County or any of its agencies. Further, all Proposers must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

12. ANTI-LOBBYING CLAUSE (Cone of Silence)

12.1. Upon the issuance of the solicitation, prospective Proposers or any agent, representative or person acting at the request of such Proposer shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Proposer maybe declared non- responsible.**

13. ANTITRUST VIOLATION

13.1. A person or an affiliate who has been placed on the antitrust violator vendor list, available at Antitrust Violator Vendor List / Vendor Registration and Vendor Lists / State Agency Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com), following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to Lee County; may not submit a bid, proposal, or reply for a new contract with Lee County for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to Lee County; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with Lee County; and may not transact new business with Lee County.

14. DRUG FREE WORKPLACE

14.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.

15. FLORIDA CERTIFIED ENTERPRISES

15.1. The County encourages the use of Florida Certified Enterprises such as such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.

15.2. Bidder/Proposer is requested to indicate whether the Firm and/or any proposed sub-consultants are a Florida Certified Enterprise. Lee County encourages the utilization and participation of DBE, MBE, WBE, VBE or similar in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority,

Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

16. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY
    - 16.1. The Proposer agrees to comply with 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
    - 16.2. The Proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The Proposer will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
    - 16.3. The Proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The Proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
    - 16.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at http://www.dms.myflorida.com) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

17. SUB-PROPOSER/CONSULTANT
    - 17.1. The use of Sub-Proposer/Consultant under this solicitation is not allowed without prior written authorization from the County representative.

18. RFP - PROJECT GUIDELINES
    - 18.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the Proposer(s) in conforming the professional services and work to provide pursuant to this Agreement/Contract:
        - 18.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
        - 18.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period; inclusive of any renewals unless otherwise specified herein.
        - 18.1.3. This contract does not entitle any firm to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
        - 18.1.4. In reference to vehicle travel, mileage and person-hours spent in travel time, are considered incidental to the work and not an extra compensable expense.
        - 18.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
        - 18.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.
        - 18.1.7. Background Check(s): The County is committed to maintaining a safe and secure environment. The following shall apply to the contractor, contractor employees, employees hired through a third party staffing vendor, subcontractors and any other staffing that may be working in or around a County Facility, School, Library and other locations as deemed necessary.
          Upon written request by Lee County Procurement Management, the contractor at its expense must conduct a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to the County or have access to the County computer

systems, through either onsite or remote access. Contractor employees, for the purpose of this requirement, include such temporary staff as office support, custodial service and any third party vendor. Background checks shall be conducted through the Florida Department of Law Enforcement and provided to Lee County Procurement Management Department at procurement@leegov.com. Background checks must be conducted prior to commencement of said project(s).

19. RFP – EVALUATION
    - 19.1. **Ranking Method**: Lee County uses the Dense Ranking (1223" ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following ranking number. Equivalently, each item's ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each individual committee member's scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A is ranked number 1("first"), B is ranked number 2 ("joint second"), C is also ranked number 2 ("joint second") and D is ranked number 3 ("third").
    - 19.2. **Evaluation Meeting(s)**:
        - 19.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.
        - 19.2.2. Following the initial evaluation process, the short-listed proposer(s) may be required to provide an on-site interview/presentation.
        - 19.2.3. Such subsequent evaluations are to be accomplished by simply ranking the Proposers based off the details provided through the on-site interview/presentation. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers' rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) that shall indicate the highest technically evaluated and most qualified Proposer by the evaluation committee.
        - 19.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.leegov.com/procurement (Projects, Award Pending.)

20. RFP – SELECTION PROCEDURE
    - 20.1. The selection will be made in accordance with Lee County Procurement Policy and Chapter 287.055 FL § for Professional Services Contracts. Some or all of the responding Proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process
    - 20.2. Agreement/Contract fees will be negotiated in accordance with Section 287.055 FL §.
    - 20.3. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
    - 20.4. If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected Proposer(s) and begin agreement/contract negotiations with the next finalist.
    - 20.5. The Procurement Management Director reserves the right to exercise their discretion to:
        - 20.5.1. Make award(s) to one or multiple Proposers.
        - 20.5.2. Waive minor informalities in any response;
        - 20.5.3. Reject any and all proposals with or without cause;
        - 20.5.4. Accept the response that in its judgment will be in the best interest of Lee County.

21. RFP – TIEBREAKER
    - 21.1. In the event of a tie, two or more proposers that have the same ranking, the following steps will be taken to determine the highest ranked proposer. This method shall be used for all (RFP) ties.
        - 21.1.1. Step 1: The proposer that has the highest number of 1st place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2nd, place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th , etc. rank, will be counted until the tie is broken.
        - 21.1.2. Step 2: At the conclusion of step 1, if all is equal, the proposer having a drug-free work place program, shall be deemed the first ranked proposer.

21.1.3. Step 3: In the event the tie exists then the highest ranked proposer from the first evaluation committee meeting, in which point values were applied, will win the award. One being the highest.

21.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1st place proposer shall be determined by the flip of a coin.

21.2. When the tiebreaker is determined the highest ranked Proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

21.3. If an award or negotiation is unsuccessful with the highest ranked Proposer, award or negotiations may commence with the next highest ranked Proposer.

22. RFP – EVALUATION/ SELECTION COMMITTEE

22.1. The selection shall be by a Selection Committee consisting of staff representatives from the appropriate County Departments as approved by the Procurement Management Director or designee unless otherwise mandated by law.

22.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most qualified and suited for this project, resulting, where applicable, in a short-list of no fewer than three (3) firms to be interviewed or provide presentations.

22.3. The County reserves the right, where allowable and applicable, to begin negotiations with the top ranked firm(s) without hosting interviews/presentations.

23. WITHDRAWAL OF PROPOSAL

23.1. No proposal may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving submissions. A proposal may be withdrawn prior to the proposal opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.

23.2. A Proposer may withdraw a proposal any time prior to the opening of the solicitation.

23.3. After proposals are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a proposal because of the mistake of the Proposer in the preparation of the proposal document. In such circumstance, the decision of the Procurement Management Director to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the Proposer, by clear and convincing evidence, has met each of the following four tests:

23.3.1. The Proposer acted in good faith in submitting the proposal,

23.3.2. The mistake in proposal preparation that was of such magnitude that to enforce compliance by the Proposer would cause a severe hardship on the Proposer,

23.3.3. The mistake was not the result of gross negligence or willful inattention by the Proposer; and

23.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

24. PROTEST RIGHTS

24.1. Any Bidder that has submitted a formal Response to Lee County, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by the County as part of the Solicitation process.

24.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website (www.leegov.com/procurement). Bidders are solely responsible to check for information regarding the Solicitation.

24.3. Refer to the "Procurement Protest" section of the Lee County Procurement Ordinance 22-06 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.

24.4. In order to preserve the right to protest, a written **"*Notice of Intent to File a Protest*" must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision**.

24.4.1. The notice shall clearly indicate all grounds being claimed for the protest.

24.4.2. The notice must be physically received by the Procurement Management Director within the required time frame described above. No additional time will be granted for mailing.

24.5. Following receipt of the Notice of Intent to File a Protest, a **"Protest Bond"** and "**Formal Written Protest**" must be filed **within ten (10) business days** of Posting of the Notice of Intended Decision.

24.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 22-06 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

25. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

25.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

26. CONTRACT ADMINISTRATION

26.1. **Designated Contact:**

26.1.1. The awarded Proposer shall appoint a person(s) to act as a primary contact for all County departments. This person or back up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

26.1.2. Lee County requires the awarded Proposer to provide the name of a contact person(s) and phone number(s), which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

26.2. **RFP – Term:**

26.2.1. The term of this project will be determined in the pre-construction phase.

26.2.2. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds

26.3. **RFP – Basis of Award:**

26.3.1. Award will be made to the most responsible and responsive Proposer based on the evaluation criteria.

26.4. **Agreement/Contract:**

26.4.1. The awarded Proposer will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at http://www.leegov.com/procurement/forms.

26.4.2. Agreement/Contracts may have more than one department participating. Each participant will issue its individual purchase order and will be billed separately.

26.5. **Records:**

26.5.1. Retention: The Proposer shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the Proposer shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.

26.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:

26.5.2.1. Keep and maintain public records required by the County to perform the service.

26.5.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.

26.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

26.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

26.5.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES , TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, Email at PRRCustodian@leegov.com or Visit http://www.leegov.com/publicrecords.**

26.5.4. Ownership: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful Proposer in connection with its services hereunder, include all documents bearing the professional seal of the successful Proposer, and shall be delivered to and become the property of Lee County, prior to final payment to the successful Proposer or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.

26.6. **Termination:**

26.6.1. Any agreement as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days' advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the Proposer, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

26.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Procurement Management Department Ordinance 22-06.

26.6.3. Any Proposer who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for **a period of 180 calendar days.** The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.

26.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over $1,000,000:

26.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);

26.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

26.6.4.3. Contractor has engaged in business operations in Cuba or Syria;

26.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

27. WAIVER OF CLAIMS

27.1. Once this contract expires, or final payment has been requested and made, the awarded vendor shall have waived any claims against the County concerning this contract. After that period, the County will consider the vendor to have waived any right to claims against the County concerning this agreement.

28. LEE COUNTY PAYMENT PROCEDURES
    28.1. All vendors are requested to mail an original invoice to:
    Lee County Finance Department
    Post Office Box 2238
    Fort Myers, FL 33902-2238
    28.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
    28.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, Proposer, or bidder for the preparation of these specifications.
    28.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All Proposers should include in their proposal, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

29. SAFETY DATA SHEETS (SDS) (if applicable)
    29.1. In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.

30. DEBRIS DISPOSAL (if applicable)
    30.1. Unless otherwise stated, the Proposer shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.

31. SHIPPING (if applicable)
    31.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the Proposer unless otherwise agreed upon in writing prior to service. It shall be the Proposers responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
    31.2. The materials and/or services delivered under the proposal shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

32. LOCAL VENDOR PREFERENCE
    32.1. The Procurement Management Department will adhere to the Lee County Ordinance No. 22-06 and as may be amended from time to time (the County's "Local Vendor Preference"). It shall be at the discretion of the County Manager or Designee whether to apply Local Vendor Preference to any particular Solicitation.
    32.2. The County's Local Vendor Preference, as it relates to Bidding preferences for local Vendors, is not applicable to Solicitations or Contracts when Commodities and/or Services may be provided in the event of an Emergency.
    32.3. The County's Local Vendor Preference shall not apply in any procurement for Commodities or Services if the use of the Local Vendor Preference is prohibited by the terms of a grant or funding agreement or other prevailing law or policy.

33. INSURANCE (AS APPLICABLE)
    33.1. Insurance shall be provided by the awarded Proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the Proposer.

End of Terms and Conditions Section

INSURANCE REQUIREMENTS

LEE COUNTY
SOUTHWEST FLORIDA

Lee County Insurance Requirements

Minimum Insurance Requirements: ***Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided***

a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

$1,000,000 per occurrence
$2,000,000 general aggregate
$1,000,000 products and completed operations
$1,000,000 personal and advertising injury

b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

$1,000,000 combined single limit (CSL); or
$500,000 bodily injury per person
$1,000,000 bodily injury per accident
$500,000 property damage per accident

c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

$500,000 per accident
$500,000 disease limit
$500,000 disease – policy limit

****The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***

LEE COUNTY
SOUTHWEST FLORIDA

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

   a. **Under the Description of Operations, the following must read as listed:**

      "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability."

   b. **The certificate holder must read as follows:**

      Lee County, a political subdivision and Charter County of the State of Florida
      P.O. Box 398
      Fort Myers, Florida 33902

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.

2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

End of Insurance

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. BASIS OF AWARD

1.1. The County intends to award to a pool of responsible and responsive Construction Managers based on the Evaluation Criteria.

2. TERM

2.1 The Construction Manager (CM) shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

3. PROJECT COST THRESHOLD AND AUTHORITY

3.1. Pursuant to Florida Statute 255.103 (4) A governmental entity's authority under subsections (2) and (3) includes entering into a continuing contract for construction projects, pursuant to the process provided in s. 287.055, in which the estimated construction cost of each individual project under the contract does not exceed $4 million.

4. INDIVIDUAL PROJECT AWARDS

4.1. The County intends to award projects individually to the applicable selected CM or CMs based on experience, availability, and license(s) to perform the work in accordance with Florida Statues.

4.2. Each individual Contract will be its own contract between the County and the CM.

5. BOND/SURETY (CONSTRUCTION)

5.1. Bonding/Surety is required in accordance with the Lee County Procurement Management Department Ordinance 22-06.

5.2. **Payment and Performance Bond**: In accordance with F.S. 255.05 and Lee County Procurement Management Ordinance 22-06, a Public Payment and Performance Bond is to be issued in a sum equal to one-hundred (100%) percent of the total awarded contract amount by a surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida shall be required from the successful Proposer. This shall insure the faithful performance of the obligations imposed by the resulting contract and protect the County from lawsuits for non-payment of debts incurred during the successful Proposers performance under such Contract.

5.2.1. A public Payment and Performance bond must be properly executed, by the Surety Company and successful Proposer, and recorded with the Lee County Clerk of Court, within **seven calendar days** after notification by Lee County of the approval to award the Contract.

5.2.2. A **Clean Irrevocable Letter of Credit or Cash Bond** may be accepted by the County in lieu of the Public Payment and Performance Bond.

5.3. Only Lee County form(s) may be accepted. Forms are available at https://www.leegov.com/procurement/forms.

5.4. **Personal Checks are not acceptable to Lee County as a Bid Security.**

5.5. **Surety**: In order to be acceptable to the County, a Surety Company issuing Evidence of Bondability, Bid Guaranty Bonds or 100% Public Payment and Performance Bonds or Letters of Credit called for herein shall meet and comply with the minimum standards set forth in as part of the Contract Documents.

5.5.1.1. The surety company shall be authorized to do business and in good standing with the Florida Department of State. All such bonds shall be issued or countersigned by an agent with satisfactory evidence of its authority to execute the bond being submitted.

6. LETTER OF BONDABILITY

6.1. This solicitation does not require a Bid Bond; however, the Construction Manager Firm is requested to submit with their Proposal a Letter of Bondability from their Surety Company showing their bonding capacity. Any issuer of a Letter of Bondability must be licensed to transact a fidelity and surety business in the State of Florida, with an A.M. Best rating of B or better. The County reserves the right to request Letter of Bondability, clarifications to letter, or revisions to such as part of Due Diligence process should such be necessary. Acceptable Letter of Bondability must be received prior to Notice of Intended Decision posted by the County

7. LIQUIDATED DAMAGES

7.1. Liquidated Damages will be negotiated with the awarded CM for inclusion in the Phase 2 GMP amendment to the Agreement/Contract for each individual project.

8. PERMITS

8.1. Unless otherwise specified in the project documents, the CM shall secure and pay for all permits, impact fees, and licenses and must pay for all governmental charges and inspection fees necessary for the prosecution of the work. County permits and fees are required to be obtained and paid for by the CM.

8.2. The CM shall pay all public utility charges and connection fees, except as provided for in the Contract Documents.

8.3. Permits and licenses of regulatory agencies, which are necessary to be maintained after completion of the guarantee period, shall be secured and paid for by the County.

8.4. Permits obtained by the CM will be reimbursed at cost, no mark-up shall be allowed.

9. LOCAL VENDOR PREFERENCE

9.1. The Lee County Local Vendor Preference shall be included as part of the evaluation process for this project. As such, Lee County at its sole discretion may choose to award a preference to any qualified Local Vendor.

End of Special Conditions

DETAILED SPECIFICATIONS

1. **GENERAL SCOPE**

1.1. Lee County Board of County Commissioners, seeks to contract with qualified Construction Management Firms to provide Construction Manager at Risk (CM) services, for various types of projects on an as-needed basis.

1.2. The types of projects are: new construction, demolition, site work, interior/exterior renovations, underground utility projects, road construction and mitigation projects. The CM will be required to have the licensing to perform one or more of these types of projects. During the Pre-construction Phase the CM will assist the County and design professional(s) to determine buildability, provide input, value engineering, and advise means or methods of potential cost savings to the County. The CM will complete the Construction Phase by the utilization of subcontractor's qualified, experienced and licensed companies/contractors who specialize in the various areas covered in the scope of the project. The Construction Phase will be inclusive of obtaining necessary permits, the selection and subcontracting of companies/contractors for goods and services that bring quality, economic benefits, and value engineering to the County.

2. **PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS)**

2.1. CM shall use a PMIS to collect, combine and distribute information.

3. **PROJECT OBJECTIVE**

3.1. Phases: Projects will consist of two phases.

3.1.1. Pre-Construction Phase

3.1.2. Construction Phase

3.2. Pre-construction Phase:

3.2.1. Prime Goal: During the Pre-construction Phase, the CM shall assist the County and the Design Professional (DP) in developing an optimum, minimum risk and buildable design for the Project(s). During the Pre-construction Phase, the County, the DP, and the CM shall develop and complete a design for the Project that meets the County's needs and is within the portion of the County's Project Budget available for payment of costs of the construction work. During the Pre-construction Phase, the CM shall be paid a Pre-construction Phase Services Fee.

3.2.2. Services: The CM shall meet with the County to determine the schedule of meetings and the work required to provide value engineering. Services provided during the Pre-construction Phase of the project should include, but not limited to:

3.2.2.1. Consulting with, advising, assisting, and making recommendations to the County and the DP.

3.2.2.2. Reviewing all plans and specifications as they are being developed and making recommendations with respect to construction feasibility, availability of material and labor, and time requirements for procurement and construction.

3.2.2.3. Projected costs; developing, reviewing, and refining the Project's budget estimates based on the County's program and other available information.

3.2.2.4. Making recommendations to the County and the DP regarding the division of work in the plans and specifications to facilitate the bidding process and awarding of contracts.

3.2.2.5. Soliciting the interest of capable contractors and taking bids on the Project and analyzing the bids received.

3.2.2.6. Preparing and maintaining a progress schedule during the Pre-construction Phase of the project and the preparation of a proposed construction schedule.

3.2.3. The following milestones shall be completed in the Pre-construction Phase before the Project can progress to the Construction Phase:

3.2.3.1. The CM and County shall agree on a Guaranteed Maximum Price (GMP.)

3.2.3.2. The CM and County shall execute the Construction Contract with all attachments and exhibits.

3.2.3.3. The CM shall not commence construction activities during the Pre-construction Phase.

3.2.3.4. The CM shall have no basis of claim against the County if the County elects to terminate or not construct the Project for any reason or at any time during the Pre-construction Phase. The County shall not be obligated to have the CM construct the Project nor shall the CM assume to have any rights to construct the Project.

3.3. Construction Phase:

3.3.1. Prime Goal: During the Construction Phase, the CM shall successfully complete the Project in accordance with the Construction Documents and within the Guaranteed Maximum Price (GMP).

3.3.2. Services provided by the CM during the Construction Phase of the Project shall include, but not be limited to:

3.3.2.1. Maintaining competent supervisory staff to coordinate and provide general direction of the work and progress of the sub-contractors on the Project.

3.3.2.2. Directing the work as it is being performed for general conformance with working drawings and specifications.

3.3.2.3. Establish and implement procedures for the coordination among the CM, County, Design Professional, and sub-contractors with respect to all aspects of the Project.

3.3.2.4. Maintain a record of local hires and hours worked as requested by the County.

3.3.2.5. Maintain job site records and producing appropriate progress reports.

3.3.2.6. Implement a labor policy in conformance with the requirements of the County.

3.3.2.7. Review and provide recommendations regarding the safety and equal opportunity programs of each sub-contractor for conformance with the County's policies.

3.3.2.8. Review and process all pay applications and invoices for payment by involved sub-contractors and material suppliers in accordance with the terms of the Contract.

3.3.2.9. Make recommendations, process, and maintain records of requests for changes in the work through change orders.

3.3.2.10. Schedule and conduct regularly scheduled and non-scheduled job-related meetings to ensure orderly progress of the work. Provide meeting minutes for each meeting.

3.3.2.11. Develop and monitor the project progress schedule, coordinate, and expedite the work of all contractors, and provide periodic status reports to the County and the DP.

3.3.2.12. Establish and maintain a cost control system.

3.3.2.13. Conduct meetings to review costs.

4. GUARANTEED MAXIMUM PRICE AND GMP SCHEDULE

4.1.1. The CM, with the assistance of the DP, shall commit to a Guaranteed Maximum Price (GMP) for all construction related activities regarding the Project. The contract will be Actual Cost plus a Fixed Fee not to exceed the Guaranteed Maximum Price. The project will be Open Book. All savings, including unused contingency, shall be returned to the County. The County reserves the right to request an alternative item for Furniture, Fixtures & Equipment (FF&E), which the County may ask to be included in the GMP. The County shall accept or reject this alternative item prior to finalizing the GMP. The CM shall competitively select all construction sub-contracts and other work appropriate for competitive selection using cost and other factors.

4.1.2. No Construction Work shall commence until a GMP for the entire construction work is mutually agreed upon in writing and formally executed by both the CM and County. At a time determined by the County and the CM, but no later than the conclusion of the Pre-construction Phase, the CM shall propose a GMP for the construction of the entire Project. The proposed GMP shall not exceed the amount within the County's project budget available for cost of the construction work.

4.1.3. The CM shall also submit a detailed construction schedule for all construction work related to the successful, expeditious, and practicable completion of the Project. The schedule shall be consistent with any previously issued schedules approved by the County and shall not exceed time limits established in the Construction Phase Contract Documents. The schedule shall incorporate all construction work for the Project to the extent required by the CM Pre-construction Phase Contract Documents and the CM Construction Phase Contract Documents, if and when the latter are executed.

5. NEGOTIATED ITEMS

5.1.1. Any item not outlined in the CM Scope of Services may be subject to negotiations between the County and the CM.

5.1.2. If a fee for the Pre-construction Phase Services Contract cannot be agreed upon then the County is under no obligation to award a Pre-construction Phase Services Contract to the CM and may move to the next CM candidate on the selection list.

5.1.3. If a Guaranteed Maximum Price cannot be agreed upon then the County is under no obligation to award a Construction Management Services Contract to the CM and may move to the next CM candidate on the selection list.

5.1.4. All materials or plans, regardless of format or media used, created under the Pre-construction Phase shall be and remain the property of the County.

6. CONSTRUCTION MANAGER AT RISK REQUIREMENTS:

6.1.1. Upon the award of a Construction Management Services Contract, the CM shall be contracted with the County to furnish his or her skill and judgment in cooperation with, and reliance upon, the services of the DP. CM will assist the County and DP in the management and administration of the Project. The County shall at all times retain complete contractual control of all prime CM and DP contracts, project funds, and disbursements.

6.1.2. The CM shall furnish administration and management of the construction process and other specified services to the County. The CM shall perform his or her obligations in an expeditious and economical manner consistent with the interests of the County. If it is in the County's best interest, the CM shall provide or perform basic services for which reimbursement shall be provided in the general conditions to the Construction Management Services Contract.

6.1.3. The CM will comply with all County, State, and Federal regulations, ordinances, and laws as they apply to this Project.

6.2. Ancillary Technical Services:

6.2.1. The County may request that the CM perform Ancillary Technical Services that shall include, but not be limited to:

6.2.1.1. Geo-technical, soil investigation, material and acceptance testing, and/or subsurface investigation services.

6.2.1.2. Land Surveying:

6.2.1.3. Other testing and consultant services that are determined by the County to be required for the Project.

6.3. Self-performance:

6.3.1. The CM, at the County's discretion, may only be allowed to self-perform 25% or less of the overall project. The remaining 75% must be bid among subcontractors.

6.3.2. If the CM discovers that self-performed services are more economically beneficial to the County, then they may exceed the 25 % requirement with prior written approval of the County.

6.3.3. If the CM receives one or less bids from subcontractors in a selected specialty or field, then the CM may exceed the 25% self-performance with written approval of the County.

End of Section

SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

1. **SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA**

1.1 Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.

1.2 Submittal package may not exceed **10 pages** printed single-sided; **page restriction excludes required forms found herein and dividers**. **PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.

1.3 Proposers shall submit one (1) original hard copy (clearly marked as such) and one (1) electronic version on a USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The County may request specific files be submitted in specialty format (IE: Provide a Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements describe herein. Should files not be provided in the format or quantity as requested Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the County in evaluating the Proposal, and the electronic version is provided for the County's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

COVER PAGE: Introduction

- Project RFP Number & Name
- Firm's Name & Address
- Firm's Contact Person & Information (phone, fax and email address)
- How many years has Proposer been in business under present name?
- Under what other former names has your organization operated?

Cover Page: Introduction does NOT count towards page restriction requested herein.

TAB 1: Qualifications of Firm

- Provide a description of your firm, your firm's experience, and underlying philosophy in providing the services as described and requested herein. Description should include details such as: abilities, capacity, skill, strengths, number of years, location of office(s), as well as MBE, WBE, DBE, VBE or similar status, and recent, current, and/or projected workload, etc…

TAB 2: Company Relevant Experience & Reference

- Provide details of a maximum of three (3) projects similar in scope and size (under 4 million) to that being requested through this solicitation that your firm has completed recently. Details for each project example provided should include:
  - Project Name
  - Project Address
  - Customer Name
  - Customer Contact Information

        - Point of contact Name, Phone, and Email
    - Brief description of work provided.
    - **Initial Contracted Amount**
    - **Final contract amount**
    - Number of change orders
    - Initial Completion Time (Time originally given for the project)
    - Total completion time (From Notice to Proceed to Final Invoice payment)

- Provide a statement of understanding that your firm recognizes the County reserves the right to evaluate the proposing Firm on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.

TAB 3: Firm Plan of Approach

- Provide a detailed Plan of Approach that explains how your firm intends to comply with and meet the anticipated deliverables as detailed within this solicitation.

TAB 4: Personnel

- Provide a detailed description of the firm's **specific** project management team, inclusive of sub-Consultants anticipated to be utilized, that will be assigned to the Lee County contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to the Project Approach and include details that demonstrate individual's knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.

- Firm must identify staff member that will serve as Project Director that shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed.

- Provide a statement acknowledging your firm's understanding that the project management team/key team members assigned to the Lee County contract, as described above, shall not be substituted without the expressed permission of Lee County.

- Provide resumes, licensure, and certifications of proposed **specific** project management team, inclusive of sub-Consultants anticipated to be utilized, to be assigned to the Lee County contract.

Resumes are not included within page restrictions, but should be limited to one (1) page per person.
Firms are encouraged to submit valid copies of MBE, WBE, DBE, VBE or similar certifications for adequate committee consideration."

TAB 5: Local Vendor Preference

- If applicable, provide documentation supporting your firm's physical business address located within the boundaries of Lee County, Florida; having at least two (2) fulltime employees in Lee County; and a Local Business Tax Receipt issued by Lee County at least one year prior to solicitation opening.
    - All qualified local vendors will be awarded five (5) points out of a possible one hundred (100) point score.

TAB 6: Required Forms

- Forms 1- 8

2. SCORING CRITERIA & WEIGHT

CRITERIA / TAB	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	QUALIFICATIONS OF FIRM	**25**
2	COMPANY RELEVANT EXPERIENCE & REFERENCE	**35**
3	FIRM PLAN OF APPROACH	**25**
4	PERSONNEL	**10**
5	LOCAL VENDOR PREFERENCE	**5**
TOTAL POINTS		**100**
***Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.**		

3. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Tuesday, September 27, 2022	N/A
Pre-Proposal Meeting	N/A	N/A
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Tuesday, November 1, 2022	Prior to 2:30 PM
First Committee Meeting & Discussion	Thursday, November 17, 2022	TBD
Notify Shortlist Selection via e-mail (If applicable)	Monday November 28, 2022	TBD
Final Scoring/Selection Meeting (If applicable)	Monday, December 12, 2022	TBD
Board Meeting	Tuesday, February 2, 2023	9:30 AM

Additional notes on Submission Schedule:

- *Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.*
- *Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Contractor to verify all dates through County website.*
- *Unless otherwise stated, location of all openings and meetings will take place at **2115 Second Street, 1st Floor, Fort Myers, FL 33901-Procurement Management.***

End of Submittal Requirements & Evaluation Criteria Section

FORMS DESCRIPTION & INSTRUCTIONS
REQUEST FOR PROPOSAL CCNA
CONSTRUCTION MANAGER AT RISK (CM)

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the County's standard forms.

Form # **Title/Description**

1 ***Solicitation Response Form***

All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from http://www.sunbiz.org as certification of this required information. Sample attached for your reference.
Verify that all addenda and tax identification number have been provided.

*** ***Business Relationship Disclosure Requirement***

Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable, the Bidder must request the form entitled** *"INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (*Required by § 112.313(12)(b), F.S.*)* to be completed and **returned with the Solicitation Response. It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.**
NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.00.

2 ***Affidavit Certification Immigration Laws***

Form is acknowledgement that the Proposer is in compliance in regard to Immigration Laws.

3 ***Reference Survey***

Provide this form to reference respondents. This form **will be turned in with the proposal** package.

1. **Section 1**: Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
2. **Section 2**: Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
3. The reference respondent should complete "**Section 3.**"
4. **Section 4**: The reference respondent to print and sign name
5. **Three (3) Reference responses** are to be **returned with the proposal package**.
6. Failure to obtain reference surveys may make your company non-responsive.

4 ***Negligence or Breach of Contract Disclosure Form***

The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the Proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the

litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous.
If you have **no litigation, enter "None" in the first "type of incident" block** of the form. Please do not write N/A on this form.

5 ***Affidavit Principal Place of Business***
Certifies Proposer's location information

6 ***Sub-Contractor/Consultant List*** (if applicable)
To be completed and returned when sub-contractor/consultants are to be utilized and are known at the time of the submission.
To be completed after award for CM solicitations

7 ***Public Entity Crimes Form***
Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

8 ***Trench Safety*** (Required for Construction Projects Only)
Self-explanatory
To be completed after award for CM solicitations

* ***Letter of Bondability***

* ***Proposal Label*** (Required)
Self-explanatory. Please affix to the outside of the sealed submission documents.

Include any licenses or certifications requested
Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

It is the Bidder/Proposer's responsibility to insure the Solicitation Response is received no later than the specified opening date and time. (If the submission is not received prior to deadline it cannot be considered or accepted.)

Form 1 – Solicitation Response Form

LEE COUNTY PROCUREMENT MANAGEMENT

SOLICITATION RESPONSE FORM

Date Submitted: _____ Bid Due Date: 11/1/2022

SOLICITATION IDENTIFICATION: CMR220546NAT

SOLICITATION NAME: Construction Manager at Risk Annual Services

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL) _____

CORPORATE OR MAILING ADDRESS:

☐ SAME AS PHYSICAL _____

ADDRESS MUST MATCH SUNBIZ.ORG _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

NOTE **REQUIREMENT**: IT IS THE **SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE** FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL **NOT NOTIFY**.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

Tax Payer Identification Number: _____

(1) Employer Identification Number -or- (2) Social Security Number:

*** Lee County collects your social security number for tax reporting purposes only*

Please submit a copy of your registration from the website www.sunbiz.org establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*.

1 ***Collusion Statement:*** Lee County, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 ***Scrutinized Companies Certification:***
Section 287.135, FL § , prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL § .
As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL § , the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Form 1 – Solicitation Form, Page 2

3 ***Business Relationship Disclosure Requirement:*** Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.
If this disclosure is applicable request form *"INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983))* to be completed and returned with solicitation response. It is the Proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

☐ ***Business Relationship Applicable (request form)*** ☐ ***Business Relationship NOT Applicable***

4 Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) Proposer? If yes, please attach a current certificate. ☐ Yes ☐ No

ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER, WITNESSED AND SEALED (IF APPLICABLE)

Company Name *(Name printed or typed)*

Authorized Representative Name *(printed or typed)*

(Affix Corporate Seal, if applicable)

Authorized Representative's Title (*printed or typed)*

Witnessed/Attested by: *(Witness/Secretary name and title printed or typed)*

Authorized Representative's Signature

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

www.sunbiz.org - Department of State

Page 1 of 1

Detail by Entity Name

Florida Profit Corporation

Bill's Widget Corporation

Filing Information

Document Number	655555
FEI/EIN Number	5111111111
Date Filed	09/22/1980
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	07/25/2006
Event Effective Date	NONE

Principal Address

Verify either Principal or Mailing address is on Form 1

555 N Main Street
Your Town, USA 99999

Changed 02/11/2012

Mailing Address

555 N Main Street
MYour Town, USA 99999

Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
111 Registration Road
Registration, USA99999

Name Changed:12/14/2006

Address Changed: 12/14/2006

Officer/Director Detail

Name & Address

Title P

President, First
555 AVENUE
Anytown, USA99999

Title V
President, Second
555 AVENUE
Anytown, USA99999

Sample Only

IMPORTANT:
For corporations, ALL documents must be signed by the president of the company or an authorized individual. For any individual other than the president, we will need one of the following to confirm their authority to sign:

1. a corporate resolution by the Board of Directors, or
2. an extract of minutes, or
3. an extract of Vote by the Board of Directors

If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company).
With respect to an LLC, the authority to bind a limited liability company is controlled by Florida statutes. Managers or managing members have inherent authority to bind an LLC.

If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature.

v01/03/2018

Form 2 – Affidavit Certification of Immigration Laws

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **CMR220546NAT** SOLICITATION NAME: **Construction Manager at Risk Annual Services**

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.** PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, FLA. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, ENTERING INTO A CONTRACT, YOU AFFIRM AND REPRESENT THAT YOU ARE REGISTERED WITH THE E-VERIFY SYSTEM AND ARE USING SAME, AND WILL CONTINUE TO USE SAME AS REQUIRED BY SECTION 448.095, F.S. COMPLIANCE WITH SECTION 448.095 INCLUDES, BUT IS NOT LIMITED TO, UTILIZATION OF THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES, AND REQUIRING ALL SUBCONTRACTORS TO PROVIDE AN AFFIDAVIT ATTESTING THAT THE SUBCONTRACTOR DOES NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH, AN UNAUTHORIZED ALIEN. FAILURE TO COMPLY WILL LEAD TO TERMINATION AS A VENDOR, DISQUALIFYING YOU FOR AWARD OF A SOLICITATION, DENIAL OF ENTERING INTO A CONTRACT AND/OR, CANCELLATION OF AN ACTIVE CONTRACT, OR IF YOUR SUBCONTRACTOR KNOWINGLY VIOLATES THE STATUTE, THE SUBCONTRACT MUST BE TERMINATED IMMEDIATELY. ANY CHALLENGE TO TERMINATION UNDER THIS PROVISION MUST BE FILED NO LATER THAN 20 CALENDAR DAYS AFTER THE DATE OF TERMINATION. IF TERMINATED FOR A VIOLATION OF THE STATUTE BY THE VENDOR, THE VENDOR MAY NOT BE ALLOWED TO DO BUSINESS WITH THE COUNTY OR BE AWARDED A SOLICITATION OR CONTRACT FOR A PERIOD OF 1 YEAR AFTER THE DATE OF TERMINATION. ALL COSTS INCURRED TO INITIATE AND SUSTAIN THE AFOREMENTIONED PROGRAMS SHALL BE THE RESPONSIBILITY OF THE VENDOR.

Company Name:_____

_____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ _____day of _____20____, by _____who has produced
(Print or Type Name)
_____as identification.
(Type of Identification)

_____
Notary Public Signature

_____
Printed Name of Notary Public

_____
Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. ***LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.***

Form 3 - Reference Survey

Lee County Procurement Management
Reference Survey

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: _____

Section 1	Reference Respondent Information	Please return completed form to:
FROM:		**Bidder/Proposer:**
COMPANY:		**Due Date:**
PHONE #:		**Total # Pages:** 1
FAX #:		**Phone #:** **Fax #:**
EMAIL:		**Bidder/Proposer E-Mail:**

Section 2	Enter Bidder/Proposer Information , if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Proposer Name:			
Reference Project Name:	Project Address:	Project Cost:	
Summarize Scope:			

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3	**Indicate: "Yes" or "No"**
1. Did this company have the proper resources and personnel by which to get the job done?	
2. Were any problems encountered with the company's work performance?	
3. Were any change orders or contract amendments issued, other than owner initiated?	
4. Was the job completed on time?	
5. Was the job completed within budget?	
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)	
7. If the opportunity were to present itself, would you rehire this company?	
8. Please provide any additional comments pertinent to this company and the work performed for you:	

Section 4 **Please submit non-Lee County employees as references**

_____
Reference Name (Print Name)

_____
Reference Signature

Form 4 -Negligence or Breach of Contract Disclosure Form

Lee County
Southwest Florida

ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

Company Name: _____

Type of Incident *Alleged Negligence or Breach of Contract*	**Incident Date And Date Filed**	**Plaintiff** *(Who took action against your company)*	**Case Number**	**Court** *County/State*	**Project**	**Claim Reason** *(initial circumstances)*	**Final Outcome** *(who prevailed)*

Make as many copies of this sheet as necessary in order to **provide a 10-year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name and write "NONE" in the first "Type of Incident" box** of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: _____ Of _____ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.
Proposals may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on this disclosure form. Additionally, proposals may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the Proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

Form 5 - Affidavit Principal Place of Business

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Instructions: Please complete all information that is applicable to your firm

Company Name: _____

_____ Printed name of authorized signer

_____ Title

⇒ _____ Authorized Signature

_____ Date

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. ***LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.***

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____day of _____20___, by _____who has produced
(Print or Type Name)
_____as identification.
(Type of Identification)

Notary:
State of _____
County of _____

⇒ _____ Notary Public Signature

_____ Notary Commission Number and expiration

1. Principal place of business is located within the boundaries of: _____Lee County _____Non-Local

   Local Business Tax License # _____

2. Address of Principal Place of Business: _____

   _____

3. Number of years at this location ____ years
4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years ____Yes* ____No *If yes, attach contractual history for past 3 consecutive years
5. Number of available employees for this contract ____ _____
6. Does your company have a Drug Free Workplace Policy ____Yes ____No

TO BE DETERMINED AND COMPLETED AFTER AWARD

Form 6 - Sub-contractor/consultant List

SUB-CONTRACTOR/CONSULTANT LIST

Sub-Contractor/Consultant Company Name	Area Of Work	Point Of Contact Or Project Supervisor	Contact Info Phone or Email	Qualified DBE, MBE, WBE, VBE or Similar	Amount or Percentage of Total

Please include sub-contractor/consultant name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and/or email. Also include the dollar value or percentage that the sub-contractor/consultant will be performing. If sub-contractor/consultant qualifies as a current certificate Florida Certified Business Enterprise such as MBE, WBE, DBE, VBE or similar please indicate such above and provide proof of certification.

Public Entity Crime Form

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to_____
(*Print name of the public entity*)

by_____
(*Print individual's name and title*)

for_____
(*Print name of entity submitting sworn statement*)

whose business address is_____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the Unites States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understate that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
    1. A predecessor or successor of a person convicted of a public entity crime:
    or:
    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (*Please indicate which statement applies*.)

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(*Signature*)

_____
(*Date*)

STATE OF_____
COUNTY OF_____

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____day of _____20__, by _____who has produced
(Print or Type Name)
_____as identification.
(Type of Identification)

_____
(NOTARY PUBLIC)

My Commission Expires: _____

Form 8 - Trench Safety (Required for Construction Projects Only)

TO BE DETERMINED AND COMPLETED AFTER AWARD

TRENCH SAFETY

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____

TOTAL $_____

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

_____
(*Signature*)

_____
(*Company Name*)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this ____day of _____20___, by _____who has produced
(Print or Type Name)

_____as identification.
(Type of Identification)

_____
Notary Public Signature

_____
Printed Name of Notary Public

_____
Notary Commission Number/Expiration

Sealed Proposal Label

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a "Sealed Submission/Proposal".

PROPOSAL DOCUMENTS • DO NOT OPEN

SOLICITATION NO.:	**CMR220546NAT**
SOLICITATION TITLE:	**Construction Manager at Risk Annual Services**
DATE DUE:	**Tuesday, November 1, 2022**
TIME DUE:	**Prior to: 2:30 PM**
SUBMITTED BY:	
	(Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers FL 33901

Note: proposals received after the time and date above will not be accepted.

***Notice: the Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the County project webpage for any updates to the Date Due/Submission Deadline Date/Opening Date via Addenda. This label nor other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.**

Submission received after the time and date of the Date Due/Submission Deadline Date/Opening Date will not be accepted at the sole discretion of the County.

PLEASE PRINT CLEARLY

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 1, 2024

Agenda Item:

Resolution No. 2024-06 Bonita-Estero Rail-Trail (BERT)

Approval of the attached Resolution will give credibility to the Village of Estero interest in this acquisition. It can also be used as the necessary financial match for Federal and State grants.

Background:

The Trust for Public Land ("TPL") has secured a purchase and sale agreement for the acquisition of the Seminole Rail line from Alico Road to Wiggins Pass Road. The entire segment is about 15 miles in length of which about 5 miles in length is in Estero.

The rail corridor has been identified in our Master Plans and in our Comprehensive Plan as an important bike and non-motorized corridor within the community. It also provides access to all of Collier and Lee County non-motorized pathways which connect to the State-wide systems. As such, the proposed acquisition is an important opportunity for the Village.

The Village Council has authorized staff to actively pursue this opportunity.

Description:

The TPL is the primary organization attempting to coalesce support for the purchase. TPL has prepared the attached Resolution that identifies several initial steps in this effort. These include:

1. A local declaration of the importance of this segment both locally and in support of the statewide priority trail network,
2. Authorized the Village staff to submit necessary application materials to the Metropolitan Planning Office to help make this acquisition eligible for State and Federal funding, and
3. Authorizes the Village Manager to include a $5M appropriation for the acquisition from the Estero Capital Improvement Program.

Each of these outcomes is recommended.

Action Requested:

Approval of the attached Resolution will give credibility to the Village of Estero interest in this acquisition. It can also be used as the necessary financial match for Federal and State grants.

Financial Impact:

The immediate impact of this Resolution is the addition of this project into our CIP and the $5M commitment. No CIP funding will occur without Village Council approval. Thus, this action is an earmark and not final until the full details of the acquisition funding package become known if a full package can be assembled.

Prepared by: Steve Sarkozy

Attachments:

1. Resolution No. 2024-06

VILLAGE OF ESTERO, FLORIDA

RESOLUTION NO. 2024 – 06

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, FLORIDA EXPRESSING SUPPORT FOR BONITA-ESTERO RAIL-TRAIL PROJECT; AUTHORIZING THE VILLAGE MANAGER TO SUBMIT FUNDING REQUESTS TO THE LEE COUNTY METROPOLITAN PLANNING ORGANIZATION; ANNUAL PROJECT SOLICITATION CYCLE PRIORITIZATION, THE FLORIDA DEPARTMENT OF TRANSPORTATION, INCLUDING REQUESTS FOR SHARED USE NONMOTORIZED TRAIL FUNDING, AND OTHER FLORIDA AGENCIES; THE FEDERAL DEPARTMENT OF TRANSPORTATION, INCLUDING THE FEDERAL HIGHWAY ADMINISTRATION; PROVIDING AN EFFECTIVE DATE

This Resolution shall take effect immediately upon adoption.

WHEREAS, the Bonita-Estero Rail-Trail (BERT) Project is a designated Land Trail Priority Corridor in the Florida Greenways and Trails System Plan and part of the regional Florida Gulf Coast Trail; and

WHEREAS, BERT is a 14.9-mile rail corridor extending south from Alico Road where it connects to the existing Lee County John Yarbrough Trail and south to about Wiggins Pass Road where it can provide connection to the Paradise Coast Trail in Collier County; and

WHEREAS, in 2020, the Village jointly funded an appraisal of the BERT corridor with Lee and Collier Counties, the City of Bonita Springs, Trust for Public Land and Seminole Gulf Railway; and

WHEREAS, the Lee County Metropolitan Planning Organization (MPO), which the City / Village is part of, unanimously approved on March 17, 2023, a feasibility study funded by Sun Trail and commissioned by the Lee County MPO concluding the BERT project as the preferred route and supported the commencement of planning, engineering, and design (PD&E) of the trail; and

WHEREAS, Trust for Public Land, a non-profit, public-benefit organization, has negotiated a binding agreement with Seminole Gulf Railway for the purchase of the BERT corridor and is partnering with the Lee County MPO and the local governments of Lee County for the intended ultimate public ownership of the BERT corridor for conversion into a public multi-use path; and

WHEREAS, there are state and federal sources of funding for acquisition, PD&E, and construction to leverage with local funding and which funding sources require and/or prioritize eligible projects where local funding as designated as funding match; and

WHEREAS, rail-trail projects such as the BERT project promotes the health, safety, economic and community resilience of the Village of Estero; and

WHEREAS, the Village of Estero recognizes that the BERT project traverses four local government jurisdictions and will participate in discussions with Lee County, City of Bonita Springs and Collier County to agree on final public ownership and management of BERT; and

WHEREAS, the Village of Estero Comprehensive Plan identifies expanding and improving access to multi-modal transportation options through improved pedestrian access, bikeways, transit service, and rail opportunities as part of its community vision and goals; and

NOW, THEREFORE, BE IT HEREBY RESOLVED, BY THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA AS FOLLOWS:

Section 1. The Village of Estero supports the BERT Project as a critical component of the Florida Gulf Coast Trail, a regional trail component of the Florida Office of Greenways and Trails statewide priority trail network; and

Section 2. The Village Manager is authorized to execute and submit, on behalf of the Village of Estero Council, all related application documents to the Lee County MPO, Florida DOT, and other state and federal agencies which administer funding programs for the prioritization of BERT where BERT is an eligible project or includes eligible costs; and

Section 3. The Village of Estero authorizes the Village Manager to allocate an initial $5M local appropriation to demonstrate its support of BERT and use of these funds to serve as any required or beneficial local matching funds toward the acquisition of the BERT corridor.

Section 4. This Resolution shall become effective upon passage.

VILLAGE OF ESTERO, FLORIDA

ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this 1st day of May, 2024.

Attest: **VILLAGE OF ESTERO, FLORIDA**

By: _____ By: _____
Carol Sacco, Village Clerk Jon McLain, Mayor

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 1, 2024

Agenda Item:

Resolution No. 2024-07 Community Development Block Grant Disaster Recovery (CDBG-DR) Infrastructure Grant Applications.

Adopt Resolution No. 2024-07

Background:

In response to Hurricane Ian, Congress appropriated through the US Department of Housing and Urban Development (HUD) more than $1.1 billion to Lee County to support long term hurricane recovery. These funds are intended to address remaining recovery and mitigation needs for the area. Lee County is the lead agency responsible for administering the program and distributing the funds.

The program has several distinct areas of funding. They are Planning, Infrastructure and Housing. The first grant funding application to open is for the Recovery and Resiliency Planning Program. The Village of Estero submitted two planning projects, and both were approved for funding. The County recently opened grant applications for infrastructure. Grant applications are due by May 24, 2024.

Description:

The Village of Estero is pursuing Recovery and Resilience Planning Program grant funding for several infrastructure projects. They are:

> Charing Cross & Estero Bay Village Utility Extension Project - Extend water and sewer services to the residents along Charing Cross Circle and those that live inside the Estero Bay Village Community.
>
> Sandy Lane & See See Street Utility Extension Project – Extend water and sewer services to the residents along Sandy Lane and See See Street.

Estero River Heights, Sherrill Lane and Luettich Lane Utility Extension Project – Extend water and sewer services to the residents in Estero River Heights and along Sherrill Lane and Luettich Lane.

Broadway Avenue Improvements Project – Roadway, drainage, bike/ped, landscaping and lighting improvements along Broadway Ave.

Bonita Estero Rail to Trail Project – Provide funding to purchase the section segment of the Seminole Gulf Railway property located within the Village of Estero.

Resolution No. 2024-07 will authorize the Village Staff to prepare and submit these grant applications and authorize the Village Manager and Village Finance Director to sign the grant application on the Village Council's behalf.

Action Requested:

Motion to Adopt Resolution No. 2024-07

Process and Timeline:

Village Staff and our consultant will be working to submit the grant application prior to the May 24, 2024, deadline. If the grants are approved the Village will have approximately 8 months to start the first project. Each project will take several years to complete.

Financial Impact:

There are no direct financial impacts associated with this agenda item. If the grant applications are successful, the Village of Estero will be required to fund the costs to complete the selected projects, but the grant will reimburse the Village for those costs.

Prepared by: David Willems, P.E.

Attachments:

1. Resolution No. 2024-07

RESOLUTION NO. 2024-07

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING OF THE SUBMISSION OF APPLICATION FOR A COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY GRANT TO FUND CHARING CROSS & ESTERO BAY VILLAGE UTILITY EXTENSION PROJECT, SANDY LANE & SEE SEE STREET UTILITY EXTENSION PROJECT, ESTERO RIVER HEIGHTS, SHERRILL LANE AND LUETTICH LANE UTILITY EXTENSION PROJECT, BROADWAY AVENUE IMPROVEMENTS PROJECT, AND BONITA ESTERO RAIL TO TRAIL PROJECT FOR THE VILLAGE; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) directly awarded Lee County $1,107,881,000 in funding to support long-term recovery efforts following Hurricane Ian; and

WHEREAS, these Community Development Block Grant-Disaster Recovery (CDBG-DR) funds are being administered by Lee County government; and

WHEREAS, the Village of Estero has examined the purposes for which the CDBG-DR funds may be used, which purposes include necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and planning; and

WHEREAS, the Village has determined that there are several projects the Village desires to undertake which are directly related to the foregoing purposes, and which CDBG-DR funds would allow the Village to accomplish; and

WHEREAS, the Lee County CDBG-DR Critical Infrastructure Notice of Funding Availably application requirements include a requirement that the Village Council approve of the submission of a grant application and designate the official with signatory authority to submit such applications on the Village's behalf.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, THAT:

1. The Village Council approves of the submission of applications to Lee County, as the local administrator of the CDBG-DR grant funds, which applications are in support of Charing Cross & Estero Bay Village Utility Extension Project, Sandy Lane & See See Street Utility Extension Project, Estero River Heights, Sherrill Lane and Luettich Lane Utility Extension Project, Broadway Avenue Improvements Project, and Bonita Estero Rail to Trail Project.

2. The Village Council designates Steve Sarkozy, Village Manager, and Kevin Greenville, Village Finance Director with authority to sign and submit CDBG-DR applications to the Lee County Critical Facilities Program, and all related and associated documents, on behalf of the Village.

BE IT FURTHER RESOLVED that if any section, subsection, sentence, clause, provision or word of this Resolution is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Resolution shall not be affected by such invalidity, such that any remainder of the Resolution shall withstand any severed provision, as the Village Council would have adopted the Resolution even absent the invalid part.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon adoption.

DULY ADOPTED with a quorum present and voting this 1st day of May 2024.

_____
Jon McLain, Mayor

Attest:

_____
Carol Sacco, Village Clerk

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 1, 2024

Agenda Item:

Resolution No. 2024-08

Motion to approve Resolution No. 2024-08 authorizing the Village Manager or his designee to perform various duties including accepting and authorizing CDBG-DR grants from HUD and administered by Lee County.

Background:

This Council approved the application of CDBG-DR HUD grants to Lee County for Hurricane Recovery and Resiliency Planning in February 2024 which were awarded to the Village in April 2024. This Resolution authorizes the Village to proceed with all aspects of receiving the grants and any future grants.

Description:

To date, the Village has received substantial award notices for several CDBG grant applications which will benefit the Village greatly in the projects contemplated.

Action Requested:

Motion to approve Resolution No. 2024-08 authorizing the Village Manager or his designee to perform various duties including accepting and authorizing CDBG-DR grants from HUD and administered by Lee County.

Process and Timeline:

This Resolution shall take effect immediately upon adoption.

Financial Impact:

Positive impact to the Village by utilizing and receiving Federal grant funding for projects.

Prepared by: Steve Gillette

Attachments:

1. Resolution No. 2024-08

RESOLUTION NO. 2024-08

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, AUTHORIZING AND DIRECTING THE VILLAGE MANAGER TO PREPARE AND SUBMIT COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY PROJECTS TO THE LEE COUNTY HURRICANE IAN RECOVERY AND RESILIENCY PLANNING PROGRAM; AUTHORIZING THE VILLAGE MANAGER OR HIS DESIGNEE TO ACCEPT AND EXECUTE THE GRANT PROJECTS FOR THE LEE COUNTY HURRICANE IAN RECOVERY AND RESILIENCY PLANNING PROGRAM WHEN RECEIVED FROM LEE COUNTY; AUTHORIZING THE VILLAGE MANAGER OR HIS DESIGNEE TO ACCEPT AND EXECUTE GRANT AGREEMENTS WITH SUB-RECIPIENTS; AUTHORIZING THE VILLAGE MANAGER TO AMEND THE PROJECTS, AS NEEDED, WITH SUCH AMENDMENT(S) COMPLYING WITH THE RULES AND REGULATIONS OF THE LEE COUNTY HURRICANE IAN RECOVERY AND RESILIENCY PLANNING PROGRAM; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, Community Development Block Grant Disaster Recovery (CDBG-DR) grant funds are appropriated by Congress and allocated by the United States Department of Housing and Urban Development (HUD) to rebuild disaster-impacted areas and to provide funds to most impacted and distressed areas for disaster relief, long-term recovery, restoration and infrastructure, housing and economic revitalization; and

WHEREAS, the United States Department of Housing and Urban Development has allocated one billion dollars in Community Development Block Grant-Disaster Recovery funding to Lee County to assist in recovery efforts from Hurricane Ian for the purpose of addressing unmet needs that other federal agencies have not yet addressed; and

WHEREAS, the Village Manager recommends that the Mayor and City Council authorize staff to take the grant-related actions set forth in this Resolution related to grants from the Lee County Hurricane Recovery and Resiliency Planning Program.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, THAT:

1. The Village Council hereby authorizes and directs the Village Manager, Steve Sarkozy, to accept and execute any and all grant agreements upon receipt from Lee County for the projects approved based on Village applications to the Lee County Hurricane Recovery and Resiliency Planning Program.

2. The Village Council hereby authorizes and directs the Village Manager, Steve Sarkozy, to accept and authorize all grant agreements with subrecipients, pursuant to execution of the grant agreement with Lee County.

3. The Village Council hereby authorizes the Village Manager, Steve Sarkozy, to amend the projects, with such amendment(s) to comply with the rules and regulations of the Lee County Hurricane Recovery And Resiliency Planning Program.

BE IT FURTHER RESOLVED that if any section, subsection, sentence, clause, provision or word of this Resolution is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Resolution shall not be affected by such invalidity, such that any remainder of the Resolution shall withstand any severed provision, as the Village Council would have adopted the Resolution even absent the invalid part.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon adoption.

DULY ADOPTED with a quorum present and voting this 1st day of May, 2024.

_____
Jon McLain, Mayor

Attest:

_____
Carol Sacco, Village Clerk

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 1, 2024

Agenda Item:

Resolution No. 2024-09 Excessive Force Policy.

Motion to approve Resolution No. 2024-09 Excessive Force Policy.

Background:

The US Congress has passed Title I legislation stating that no CDBG or CDBG-DR funds may be awarded to any local government that fails to adopt and enforce a policy of prohibiting: 1. The use of excessive force by local law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations and 2. Fails to adopt and enforce laws against physically barring entrance or exit from a location which is subject of nonviolent civil rights demonstrations. The Village will coordinate with the Lee County Sheriffs Office to implement this Resolution through existing Sheriff's Office Procedures.

Description:

To date, the Village has received substantial award notices for several CDBG grant applications which will benefit the Village greatly in the projects contemplated.

Action Requested:

Motion to approve Resolution No. 2024-09 Excessive Force Policy.

Process and Timeline:

This Resolution shall take effect immediately upon adoption.

Financial Impact:

Positive impact to the Village by utilizing and receiving Federal grant funding for projects.

Prepared by: Steve Gillette

Attachments:

1. Resolution No. 2024-09

RESOLUTION NO. 2024-09

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, ADOPTING A POLICY PROTECTING INDIVIDUALS ENGAGED IN NONVIOLENT CIVIL RIGHTS DEMONSTRATIONS; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, the Congress of the United States has passed Section 104(1) to the Title I of the Housing and Community Development Act stating that no CDBG or CDBG-DR funds may be obligated or expended by any unit of general local government that fails to adopt and enforce a policy of prohibiting the use of excessive force by local law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; or fails to adopt and enforce a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of nonviolent civil rights demonstrations within its jurisdiction; and

WHEREAS, the Village of Estero has received or may in the future receive a Community Development Block Grant from the U.S. Department of Housing and Urban Development and is or will be required to comply with the Title I of the Housing and Community Development Act; and

WHEREAS, the failure to enforce such policies may cause the Village to lose its grant or eligibility for future federal grants.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, THAT:

1. It is the policy of the Village of Estero that the Lee County Sheriff's office, which provides law enforcement services to the Village, shall not use excessive force against individuals engaged in lawful and nonviolent civil rights demonstrations within the Village's boundaries.

2. It is the policy of the Village of Estero that the Lee County Sheriff, which provides law enforcement services to the Village, shall enforce applicable state and local laws against the physical barring of an entrance to or exit from a facility or location which is the subject of nonviolent civil rights demonstrations within the Village.

3. The Village of Estero will coordinate with the Lee County Sheriff's Office to implement this Resolution through existing Sheriff's Office procedures.

BE IT FURTHER RESOLVED that if any section, subsection, sentence, clause, provision or word of this Resolution is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Resolution shall not be affected by such invalidity,

such that any remainder of the Resolution shall withstand any severed provision, as the Village Council would have adopted the Resolution even absent the invalid part.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon adoption.

DULY ADOPTED with a quorum present and voting this 1st day of May, 2024.

_____
Jon McLain, Mayor

Attest:

_____
Carol Sacco, Village Clerk

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 1, 2024

Agenda Item:

Second reading of Ordinance No. 2024-05, Bella Terra Cell Tower

Approve Ordinance No. 2024-05.

Background:

This is an amendment to the Commercial Planned Development for a 12-acre site on the south side of Corkscrew Road and west of Bella Terra Boulevard. The amendment will allow the use of a small portion of the site for a 178-foot-tall monopole wireless communication facility.

Description:

See attached staff report for detail.

The Planning Zoning and Design Board reviewed the project at its March 12, 2024 meeting and voted to recommend approval with conditions.

Council had a first reading on April 3, 2024. At the first reading, the Council asked that the applicant address at the second reading whether they can guarantee cell service at the south end of Bella Terra. The second reading was scheduled for April 17, but the letter notifying adjacent property owners was not sent out in time, so the meeting was continued to May 1st.

Action Requested:

Approve Ordinance No. 2024-05.

Process and Timeline:

- Public Information Meeting September 12, 2023
- Planning Zoning and Design Board Hearing March 12, 2024
- Council First Reading April 3, 2024

- Council Second Reading and Public Hearing April 17, 2024 was not held. Council voted to continue to May 1st due to property owner notification requirements.

Financial Impact:

Minor cost for one newspaper advertisement for second reading.

Prepared by: Mary Gibbs

Attachments:

1. Ordinance No. 2024-05
2. Staff Report
3. Applicant's PowerPoint Presentation
4. E-comments

VILLAGE OF ESTERO, FLORIDA
ZONING
ORDINANCE NO. 2024 - 05

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING AN AMENDMENT TO THE COMMERCIAL PLANNED DEVELOPMENT ZONING IN THE BELLA TERRA DEVELOPMENT TO ALLOW THE USE OF WIRELESS COMMUNICATION FACILITY ON A 12-ACRE PARCEL LOCATED AT 19980 BELLA TERRA BOULEVARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the applicant, **Broadus Towers LLC**, filed an application for an amendment to the Bella Terra Commercial Planned Development (CPD) at 19980 Bella Terra Boulevard and Corkscrew Road; and

WHEREAS, the property STRAP number for the approximately 12-acre Bella Terra Commercial Planned Development is 20-46-26-E3-010C1.00CE and the lease area is described on the site plan which is attached to and incorporated herein as Exhibit A.

WHEREAS, the applicant has requested an amendment to add the use of Wireless Communication Facility to the Commercial Planned Development, to construct a cell tower 178 feet high.

WHEREAS, the Bella Terra Commercial Planned Development is vacant except for an existing Hotwire Communications maintenance building (approximately 192 sq. ft.) and an asphalt parking area; and

WHEREAS, at a duly noticed public hearing held on March 12, 2024, the Planning, Zoning, and Design Board recommended approval of the amendment and deviations with conditions; and

WHEREAS, a duly noticed first reading was held before the Village Council on April 3, 2024; and

WHEREAS, a duly noticed second reading and public hearing scheduled for April 17, 2024 was continued to May 1, 2024 to allow for notification to adjacent property owners by the applicants; and

WHEREAS, a duly noticed second reading and public hearing was held before the Village Council on May 1, 2024 for adoption of the ordinance.

NOW, THEREFORE, be it ordained by the Village Council of the Village of Estero, Florida:

Section 1. Amendment.

The Village Council approves with conditions the amendment to the Commercial Planned Development, by amending the Schedule of Uses for the CPD (Resolution Z-09-005) to add the use of "Wireless Communication Facility," subject to the following conditions:

Section 2. Conditions

1. *Site Plan*

   Development of and location of the tower must be substantially in compliance with the site plan titled "Broadus Towers – Bella Terra," sheets ZD-1 through ZD-8, revised date 02/06/2024.

2. *Height*

   Development of this project is limited to a maximum of a 178-foot monopole (including 3-foot lighting rod.)

3. *Landscape*

   Landscape buffer and fencing are as shown on the site plan.

4. *Tower Lighting*

   The tower will not contain any lights on the tower including the top, but will be taped consistent with Land Development Code Section 4-143F.4.E.

5. *Limited Development Order*

   A Limited Development Order (LDO) will be required prior to building permit. Prior to LDO approval the following will be needed:

   a. Lee County Mosquito Control conditions
   b. Lee County Port Authority Tall Structures Permit approval

Section 3. Deviations

Deviation 1 is a request from LDC Appendix C(B.13) Street Design and Engineering, to allow the use of turfstone pavers in lieu of a paved access road to the Monopole's compound.

Deviation 1 is approved.

Deviation 2 is a request from LDC Sec. 4-243.G.1 to allow a setback of 99 feet to the North in lieu of the required setback distance equal to the tower's height, 178 feet AGL.

Deviation 2 is approved.

Deviation 3 is a request from LDC Section 4-243.G.1 to allow a fall zone radius of 35 feet in lieu of the required setback distance equal to the tower's height, 178 feet.

Deviation 3 is approved.

Section 4. Review Standards

1. The Planned Development Amendment as conditioned will be consistent with the goals, objectives, and policies of the Comprehensive Plan.

2. The Planned Development Amendment as conditioned will comply with all applicable zoning district standards.

3. The Planned Development Amendment as conditioned will not conflict with any portion of the Land Development Code.

4. The Planned Development Amendment will address a community need. The proposed amendment will improve the coverage and capability of cellular service for the area.

5. The Planned Development Amendment as conditioned will be compatible with existing and planned uses surrounding the subject land.

6. The Planned Development Amendment as conditioned will not result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

Section 5. Exhibits

The following exhibit is attached to this Ordinance and incorporated by reference:

Exhibit A Site Plan, revised date 02/06/2024

<u>Section 6</u>. Severability

Should any section, paragraph, sentence, clause, phrase, or other part of this Ordinance, subsequent to its effective date, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any portion thereof, other than the part so declared to be invalid.

<u>Section 6</u>. Effective Date

This Ordinance shall take effect upon adoption at second reading.

PASSED on first reading this 3rd day of April, 2024.

PASSED AND ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this 1st day of May 2024.

Attest: **VILLAGE OF ESTERO, FLORIDA**

By: _____ By: _____
Carol Sacco, Village Clerk Jon McLain, Mayor

Reviewed for legal sufficiency:

By: _____
Nancy Stroud, Esq., Village Land Use Attorney

Vote:	AYE	NAY
Mayor McLain	____	____
Vice Mayor Ribble	____	____
Councilmember Fiesel	____	____
Councilmember Fayhee	____	____
Councilmember Lopez	____	____
Councilmember Ward	____	____
Councilmember Zalucki	____	____

BROADUS TOWERS

SITE NAME:	FL-101
SITE ADDRESS:	19980 BELLA TERRA BLVD ESTERO, FL
COUNTY:	LEE
JURISDICTION:	VILLAGE OF ESTERO, FL
SITE TYPE:	MONOPOLE TOWER

verizon
500 HIDDEN RIDGE,
IRVING, TX 75038

BROADUS TOWERS
4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 76016

NEW SITE DEVELOPMENT

SITE INFORMATION

SITE NAME:	FL-101
SITE ADDRESS:	19980 BELLA TERRA BLVD ESTERO, FL LEE COUNTY
LATITUDE:	26° 27' 04.196878" (26.451167°)
LONGITUDE:	-81° 43' 49.239999" (-81.730344°)
LAT/LONG TYPE:	NAD83
GROUND ELEVATION:	22'
CURRENT ZONING:	CPD
JURISDICTION:	VILLAGE OF ESTERO, FL
OCCUPANCY CLASSIFICATION:	U
TYPE OF CONSTRUCTION:	IIB
A.D.A. COMPLIANCE:	FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION
PROPERTY OWNER:	BELLA TERRA OF SW FL INC ALLIANT PROPERTY MGMT
CARRIER/APPLICANT:	VERIZON 500 HIDDEN RIDGE IRVING, TX 75038
ELECTRIC PROVIDER:	---- ----

PROJECT TEAM

ENGINEER FIRM:	BROADUS SERVICES 4 COUNTRY PLACE CIRCLE DALWORTHINGTON GARDENS, TX 76016 PH: (817) 349-3449
TOWER OWNER:	BROADUS TOWERS 4 COUNTRY PLACE CIRCLE DALWORTHINGTON GARDENS, TX 76016 PH: (817) 349-3449
CARRIER/APPLICANT:	VERIZON 500 HIDDEN RIDGE IRVING, TX 75038
SURVEYOR:	SMW ENGINEERING GROUP, INC. 158 BUSINESS CENTER DRIVE BIRMINGHAM, ALABAMA 35244 PH: (205) 252-6985

DRAWING INDEX

SHEET #	SHEET DESCRIPTION
T-1	TITLE SHEET
ES-1	AERIAL SITE PLAN
ES-2	ENLARGED AERIAL SITE PLAN
ES-3	OVERALL SITE PLAN
ES-4	ENLARGED COMPOUND LAYOUT
ES-5	TOWER ELEVATION
ES-6	DISH C SETTING
ES-7	SLF DISH C DETAILS
ES-8	ACCESS ROAD FOTOS (PHOTOS ATTACHED)

ALL DRAWINGS CONTAINED HEREIN ARE FORMATTED FOR FULL SIZE. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

APPLICABLE CODES/REFERENCE DOCUMENTS

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

CODE TYPE:	CODE
BUILDING	2020
ELECTRICAL	2014

REFERENCE DOCUMENTS:
STRUCTURAL ANALYSIS: BY OTHERS
DATE:
MOUNT ANALYSIS: BY OTHERS

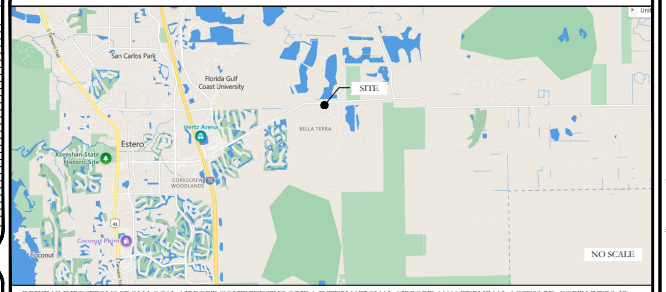
CALL FLORIDA ONE CALL
(800) DIG-TESS
CALL 3 WORKING DAYS
BEFORE YOU DIG!

NOTES:
PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTACT BROADUS TOWERS CONSTRUCTION MANAGER

THE HEIGHT OF THE TOWER WILL NOT BE INCREASED; NOR WILL THERE BE AN EXPANSION OF THE GROUND/LEASE AREA

THE PARTIES ABOVE HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL CONSTRUCTION DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND ANY CHANGES AND MODIFICATIONS THEY MAY IMPOSE.

LOCATION MAP



DRIVING DIRECTIONS FROM LOCAL AIRPORT (SOUTHWEST FLORIDA INTERNATIONAL AIRPORT, 11000 TERMINAL ACCESS RD, FORT MYERS, FL 33913) DEPART AND HEAD WEST ON TERMINAL ACCESS RD. TAKE THE RAMP ON THE LEFT FOR I-75 AND HEAD TOWARD NAPLES / TAMPA. KEEP LEFT, HEADING TOWARD NAPLES. AT EXIT 123, HEAD RIGHT ON THE RAMP FOR COUNTY HWY-850 TOWARD ESTERO / MIROMAR OUTLETS BLVD. BEAR LEFT, THEN BEAR LEFT ONTO CORKSCREW RD / COUNTY HWY-850. TURN RIGHT ONTO MIROMAR SQUARE BLVD. TURN LEFT TO STAY ON MIROMAR SQUARE BLVD. TURN LEFT ONTO STONEYBROOK GOLF BLVD. TURN RIGHT ONTO CORKSCREW RD / COUNTY HWY-850. TURN RIGHT ONTO BELLA TERRA BLVD. ARRIVE AT BELLA TERRA BLVD ON THE RIGHT. THE LAST INTERSECTION BEFORE YOUR DESTINATION IS MIDNIGHT BLUE CT. IF YOU REACH BARLETTA LN, YOU'VE GONE TOO FAR.

PROJECT DESCRIPTION

THE PURPOSE OF THIS PROJECT IS TO PROPOSE A NEW WIRELESS TOWER SITE.
FINAL SITE CONFIGURATION:
- (1) 40'X40' FENCED OFF COMPOUND
- (1) 12' SITE ACCESS GATE
- (1) COMMUNITY H-FRAME W/ METER BANK & HOFFMAN CABINET
- (1) 175' MONOPOLE TOWER WITH ANTENNAS
- NEW VERIZON 4'x11' EQUIPMENT PAD IN A 15'X25' LEASE AREA

EXECUTIVE DIRECTOR SIGNATURE DATE

SUBJECT PARCEL
FL-101
PARCEL ID# 20-46-26-E-010C1.00CE
BELLA TERRA OF SW FL INC.
TRACT C-1
BELLA TERRA UNIT 1
FOLID ID: 10488049
INST. NO. 2018000252780
SE 1/4, SEC. 20, T-46-S, R-26-E
LEE COUNTY, FLORIDA

BROADUS TOWERS SITE NAME:
FL-101

SITE ADDRESS:
19980 BELLA TERRA BLVD
ESTERO, FL

NEW
175'-0" MONOPOLE TOWER

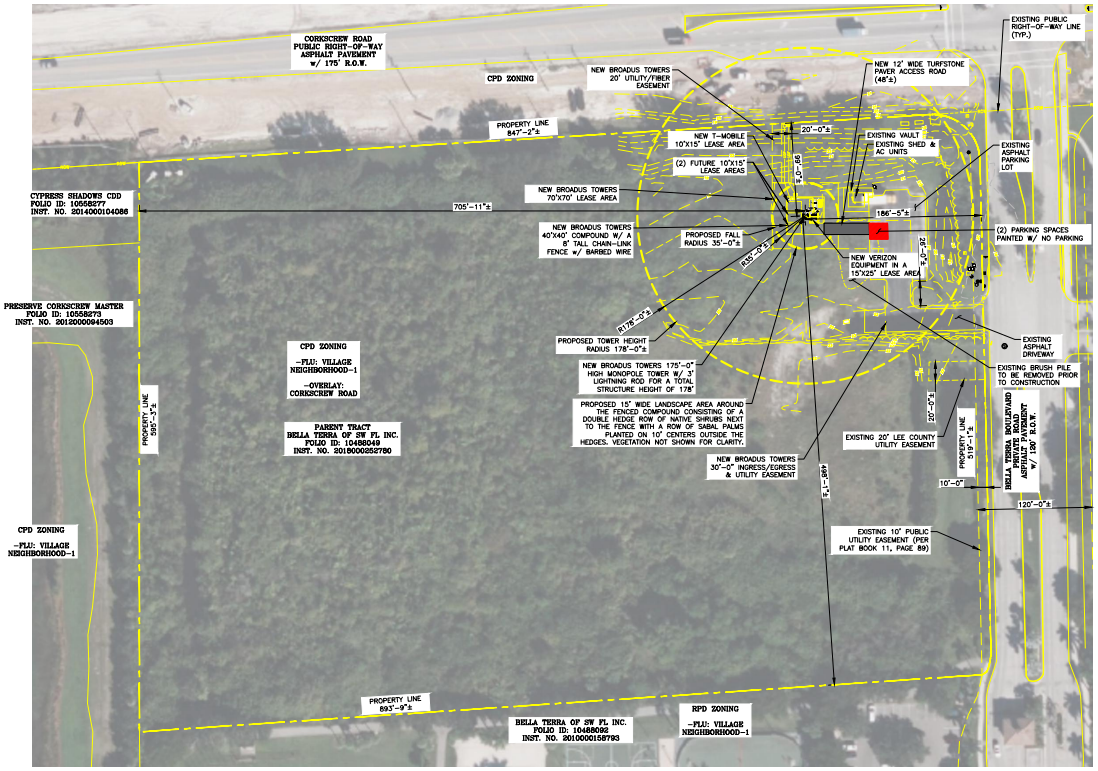
ISSUED FOR:

REV	DATE:	DRWN	DESCRIPTION	DES./QA
ZDA	02/16/2023	BMW	PRELIMINARY	---
ZDB	02/23/2023	BMW	PRELIMINARY	---
ZDC	02/28/2023	BMW	PRELIMINARY	---
ZDD	08/01/2023	WHS	PRELIMINARY	---
ZDE	10/27/2023	WHS	PRELIMINARY	---
ZDF	12/18/2023	SEL	PRELIMINARY	---
ZDG	02/06/2024	SEL	PRELIMINARY	---

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SHEET NUMBER: T-1
REVISION: ZDG



1 OVERALL SITE PLAN
SCALE: 50' 25' 0 50' 1" = 50'-0" (FULL SIZE) 1" = 100'-0" (11x17)

N

EXECUTIVE DIRECTOR SIGNATURE DATE

SUBJECT PARCEL
FL-101
PARCEL ID# 20-46-26-E-010C1.00CE
BELLA TERRA OF SW FL INC.
TRACT C-1
BELLA TERRA UNIT 1
FOLID ID: 10488049
INST. NO. 2018000252780
SE 1/4, SEC. 20, T-46-S, R-26-E
LEE COUNTY, FLORIDA

verizon
500 HIDDEN RIDGE,
IRVING, TX 75038

BROADUS TOWERS
4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 76016

BROADUS TOWERS SITE NAME:
FL-101

SITE ADDRESS:
19980 BELLA TERRA BLVD
ESTERO, FL

NEW
175'-0" MONOPOLE TOWER

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
ZDA	02/16/2023	BMW	PRELIMINARY	—
ZDB	02/23/2023	BMW	PRELIMINARY	—
ZDC	02/28/2023	BMW	PRELIMINARY	—
ZDD	08/01/2023	WHS	PRELIMINARY	—
ZDE	10/27/2023	WHS	PRELIMINARY	—
ZDF	12/18/2023	SEL	PRELIMINARY	—
ZDG	02/06/2024	SEL	PRELIMINARY	—

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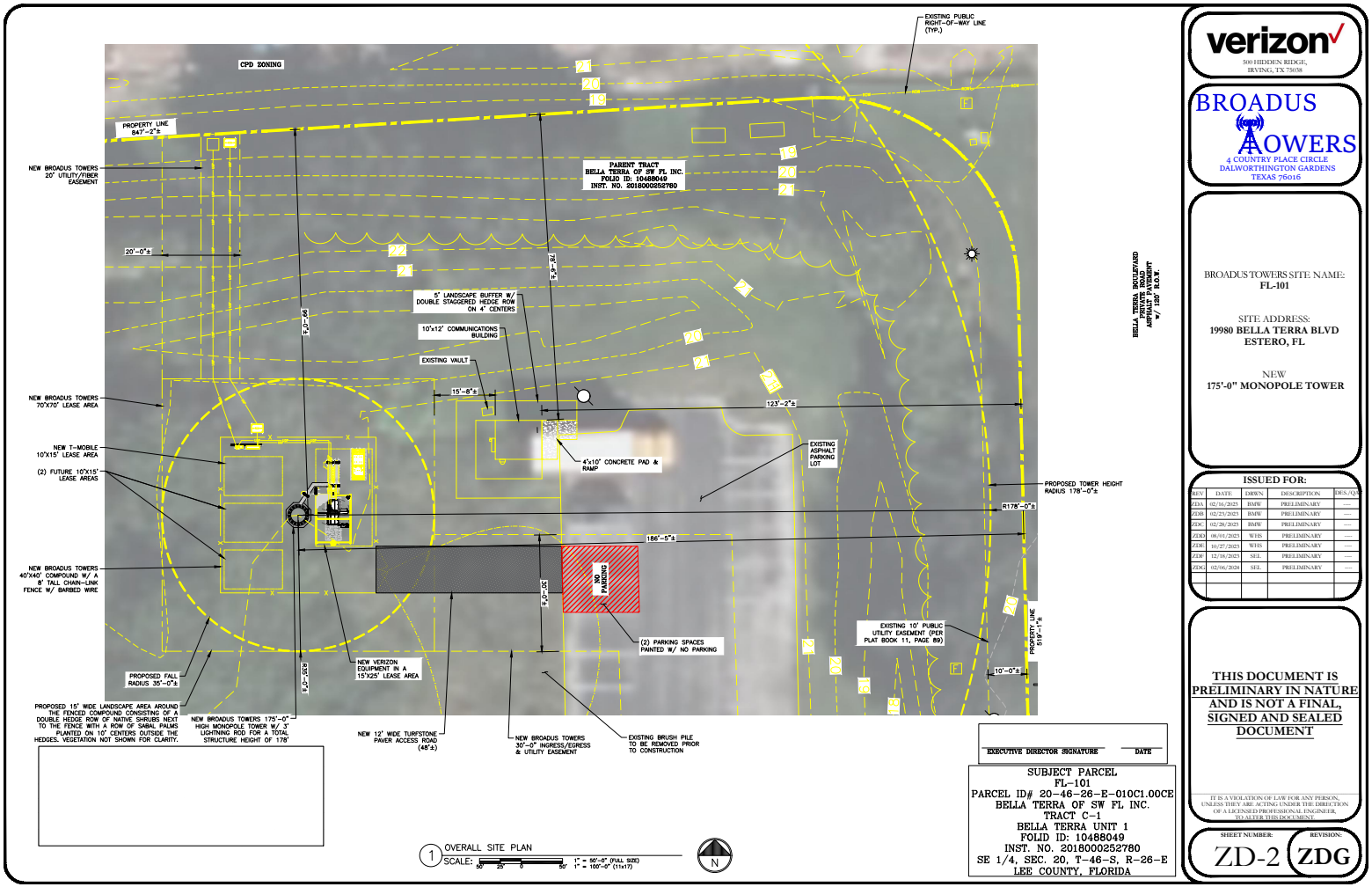
SHEET NUMBER: ZD-1
REVISION: ZDG



1 OVERALL SITE PLAN
SCALE: 50' 25' 0 50' 1" = 50'-0" (FULL SIZE) 1" = 100'-0" (11x17)

EXECUTIVE DIRECTOR SIGNATURE DATE

SUBJECT PARCEL
FL-101
PARCEL ID# 20-46-26-E-010C1.00CE
BELLA TERRA OF SW FL INC.
TRACT C-1
BELLA TERRA UNIT 1
FOLID ID: 10488049
INST. NO. 2018000252780
SE 1/4, SEC. 20, T-46-S, R-26-E
LEE COUNTY, FLORIDA

verizon
500 HIDDEN RIDGE,
IRVING, TX 75038

BROADUS TOWERS
4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 76016

BROADUS TOWERS SITE NAME:
FL-101

SITE ADDRESS:
19980 BELLA TERRA BLVD
ESTERO, FL

NEW
175'-0" MONOPOLE TOWER

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
ZDA	02/16/2023	BMW	PRELIMINARY	—
ZDB	02/23/2023	BMW	PRELIMINARY	—
ZDC	02/28/2023	BMW	PRELIMINARY	—
ZDD	08/01/2023	WHS	PRELIMINARY	—
ZDE	10/27/2023	WHS	PRELIMINARY	—
ZDF	12/18/2023	SEL	PRELIMINARY	—
ZDG	02/06/2024	SEL	PRELIMINARY	—

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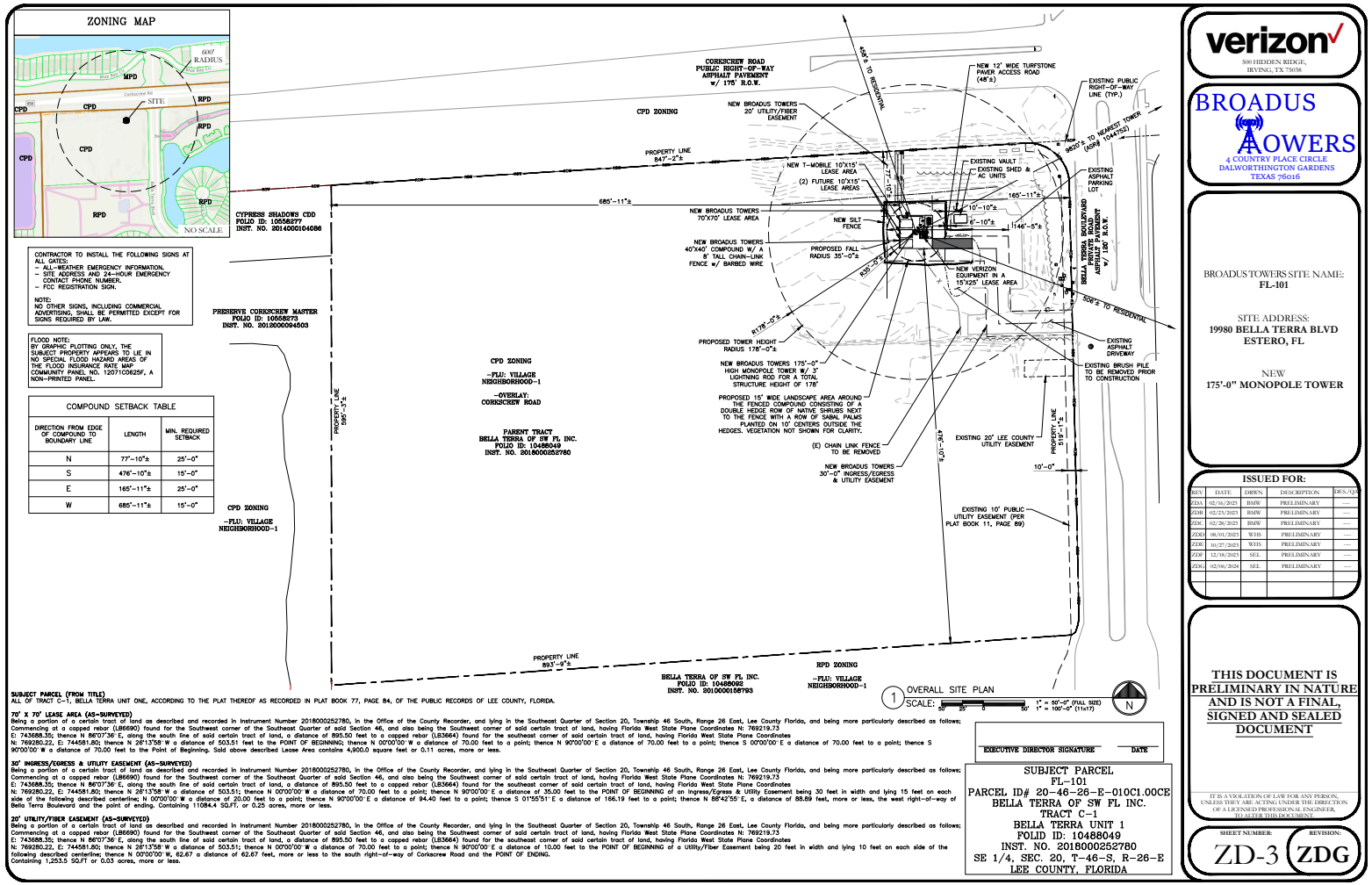
SHEET NUMBER: ZD-2
REVISION: ZDG


ZONING MAP
600' RADIUS
MPD
CPD
RPD
SITE
NO SCALE
CORKSCREW ROAD PUBLIC RIGHT-OF-WAY ASPHALT PAVEMENT w/ 175' R.O.W.
CPD ZONING
NEW BROADUS TOWERS 20' UTILITY/FIBER EASEMENT
NEW 12' WIDE TURFSTONE PAVER ACCESS ROAD (48'±)
EXISTING PUBLIC RIGHT-OF-WAY LINE (TYP.)
PROPERTY LINE 847'-2"±
NEW T-MOBILE 10'X15' LEASE AREA
(2) FUTURE 10'X15' LEASE AREAS
EXISTING VAULT
EXISTING SHED & AC UNITS
EXISTING ASPHALT PARKING LOT
685'-11"±
CYPRESS SHADOWS CDD FOLIO ID: 10556277 INST. NO. 2014000104086
NEW BROADUS TOWERS 70'X70' LEASE AREA
NEW SILT FENCE
NEW BROADUS TOWERS 40'X40' COMPOUND W/ A 8' TALL CHAIN-LINK FENCE w/ BARBED WIRE
PROPOSED FALL RADIUS 35'-0"±
NEW VERIZON EQUIPMENT IN A 15'X25' LEASE AREA
BELLA TERRA BOULEVARD PRIVATE ROAD ASPHALT PAVEMENT w/ 120' R.O.W.
CONTRACTOR TO INSTALL THE FOLLOWING SIGNS AT ALL GATES:
- ALL-WEATHER EMERGENCY INFORMATION.
- SITE ADDRESS AND 24-HOUR EMERGENCY CONTACT PHONE NUMBER.
- FCC REGISTRATION SIGN.
NOTE:
NO OTHER SIGNS, INCLUDING COMMERCIAL ADVERTISING, SHALL BE PERMITTED EXCEPT FOR SIGNS REQUIRED BY LAW.
FLOOD NOTE:
BY GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY APPEARS TO LIE IN NO SPECIAL FLOOD HAZARD AREAS OF THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 12071C0625F, A NON-PRINTED PANEL.
PRESERVE CORKSCREW MASTER FOLIO ID: 10556273 INST. NO. 2012000094503
CPD ZONING
-FLU: VILLAGE NEIGHBORHOOD-1
-OVERLAY: CORKSCREW ROAD
PARENT TRACT BELLA TERRA OF SW FL INC. FOLIO ID: 10488049 INST. NO. 2018000252780
PROPOSED TOWER HEIGHT RADIUS 178'-0"±
NEW BROADUS TOWERS 175'-0" HIGH MONOPOLE TOWER w/ 3' LIGHTNING ROD FOR A TOTAL STRUCTURE HEIGHT OF 178'
PROPOSED 15' WIDE LANDSCAPE AREA AROUND THE FENCED COMPOUND CONSISTING OF A DOUBLE HEDGE ROW OF NATIVE SHRUBS NEXT TO THE FENCE WITH A ROW OF SABAL PALMS PLANTED ON 10' CENTERS OUTSIDE THE HEDGES. VEGETATION NOT SHOWN FOR CLARITY.
(E) CHAIN LINK FENCE TO BE REMOVED
NEW BROADUS TOWERS 30'-0" INGRESS/EGRESS & UTILITY EASEMENT
EXISTING 20' LEE COUNTY UTILITY EASEMENT
EXISTING ASPHALT DRIVEWAY
EXISTING BRUSH PILE TO BE REMOVED PRIOR TO CONSTRUCTION
EXISTING 10' PUBLIC UTILITY EASEMENT (PER PLAT BOOK 11, PAGE 89)
PROPERTY LINE 893'-9"±
BELLA TERRA OF SW FL INC. FOLIO ID: 10488062 INST. NO. 2010000158793
RPD ZONING
-FLU: VILLAGE NEIGHBORHOOD-1
1 OVERALL SITE PLAN
SCALE: 1" = 50'-0" (FULL SIZE) 1" = 100'-0" (1:1x17)
N
EXECUTIVE DIRECTOR SIGNATURE
DATE
SUBJECT PARCEL
FL-101
PARCEL ID# 20-46-26-E-010C1.00CE
BELLA TERRA OF SW FL INC.
TRACT C-1
BELLA TERRA UNIT 1
FOLID ID: 10488049
INST. NO. 2018000252780
SE 1/4, SEC. 20, T-46-S, R-26-E
LEE COUNTY, FLORIDA
COMPOUND SETBACK TABLE
DIRECTION FROM EDGE OF COMPOUND TO BOUNDARY LINE | LENGTH | MIN. REQUIRED SETBACK
N | 77'-10"± | 25'-0"
S | 476'-10"± | 15'-0"
E | 165'-11"± | 25'-0"
W | 685'-11"± | 15'-0"
SUBJECT PARCEL (FROM TITLE)
ALL OF TRACT C-1, BELLA TERRA UNIT ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 77, PAGE 84, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
70' X 70' LEASE AREA (AS-SURVEYED)
Being a portion of a certain tract of land as described and recorded in Instrument Number 2018000252780, in the Office of the County Recorder, and lying in the Southeast Quarter of Section 20, Township 46 South, Range 26 East, Lee County Florida, and being more particularly described as follows;
Commencing at a capped rebar (LB6690) found for the Southwest corner of the Southeast Quarter of said Section 46, and also being the Southwest corner of said certain tract of land, having Florida West State Plane Coordinates N: 769219.73
E: 743688.35; thence N 86°07'36" E, along the south line of said certain tract of land, a distance of 895.50 feet to a capped rebar (LB3664) found for the southeast corner of said certain tract of land, having Florida West State Plane Coordinates
N: 769280.22, E: 744581.80; thence N 26°13'58" W a distance of 503.51 feet to the POINT OF BEGINNING; thence N 00°00'00" W a distance of 70.00 feet to a point; thence N 90°00'00" E a distance of 70.00 feet to a point; thence S 00°00'00" E a distance of 70.00 feet to a point; thence S 90°00'00" W a distance of 70.00 feet to the Point of Beginning. Said above described Lease Area contains 4,900.0 square feet or 0.11 acres, more or less.
30' INGRESS/EGRESS & UTILITY EASEMENT (AS-SURVEYED)
Being a portion of a certain tract of land as described and recorded in Instrument Number 2018000252780, in the Office of the County Recorder, and lying in the Southeast Quarter of Section 20, Township 46 South, Range 26 East, Lee County Florida, and being more particularly described as follows;
Commencing at a capped rebar (LB6690) found for the Southwest corner of the Southeast Quarter of said Section 46, and also being the Southwest corner of said certain tract of land, having Florida West State Plane Coordinates N: 769219.73
E: 743688.35; thence N 86°07'36" E, along the south line of said certain tract of land, a distance of 895.50 feet to a capped rebar (LB3664) found for the southeast corner of said certain tract of land, having Florida West State Plane Coordinates
N: 769280.22, E: 744581.80; thence N 26°13'58" W a distance of 503.51; thence N 00°00'00" W a distance of 70.00 feet to a point; thence N 90°00'00" E a distance of 35.00 feet to the POINT OF BEGINNING of an Ingress/Egress & Utility Easement being 30 feet in width and lying 15 feet on each side of the following described centerline; N 00°00'00" W a distance of 20.00 feet to a point; thence N 90°00'00" E a distance of 94.40 feet to a point; thence S 01°55'51" E a distance of 166.19 feet to a point; thence N 88°42'55" E, a distance of 88.89 feet, more or less, the west right-of-way of Bella Terra Boulevard and the point of ending. Containing 11084.4 SQ.FT. or 0.25 acres, more or less.
20' UTILITY/FIBER EASEMENT (AS-SURVEYED)
Being a portion of a certain tract of land as described and recorded in Instrument Number 2018000252780, in the Office of the County Recorder, and lying in the Southeast Quarter of Section 20, Township 46 South, Range 26 East, Lee County Florida, and being more particularly described as follows;
Commencing at a capped rebar (LB6690) found for the Southwest corner of the Southeast Quarter of said Section 46, and also being the Southwest corner of said certain tract of land, having Florida West State Plane Coordinates N: 769219.73
E: 743688.35; thence N 86°07'36" E, along the south line of said certain tract of land, a distance of 895.50 feet to a capped rebar (LB3664) found for the southeast corner of said certain tract of land, having Florida West State Plane Coordinates
N: 769280.22, E: 744581.80; thence N 26°13'58" W a distance of 503.51; thence N 00°00'00" W a distance of 70.00 feet to a point; thence N 90°00'00" E a distance of 10.00 feet to the POINT OF BEGINNING of a Utility/Fiber Easement being 20 feet in width and lying 10 feet on each side of the following described centerline; thence N 00°00'00" W, 62.67 a distance of 62.67 feet, more or less to the south right-of-way of Corkscrew Road and the POINT OF ENDING.
Containing 1,253.5 SQ.FT or 0.03 acres, more or less.
verizon
500 HIDDEN RIDGE, IRVING, TX 75038
BROADUS TOWERS
4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 76016
BROADUS TOWERS SITE NAME:
FL-101
SITE ADDRESS:
19980 BELLA TERRA BLVD
ESTERO, FL
NEW
175'-0" MONOPOLE TOWER
ISSUED FOR:
REV | DATE | DRWN | DESCRIPTION | DRS./QA
ZDA | 02/16/2023 | BMW | PRELIMINARY | ---
ZDB | 02/23/2023 | BMW | PRELIMINARY | ---
ZDC | 02/28/2023 | BMW | PRELIMINARY | ---
ZDD | 08/01/2023 | WHS | PRELIMINARY | ---
ZDE | 10/27/2023 | WHS | PRELIMINARY | ---
ZDF | 12/18/2023 | SEL | PRELIMINARY | ---
ZDG | 02/06/2024 | SEL | PRELIMINARY | ---
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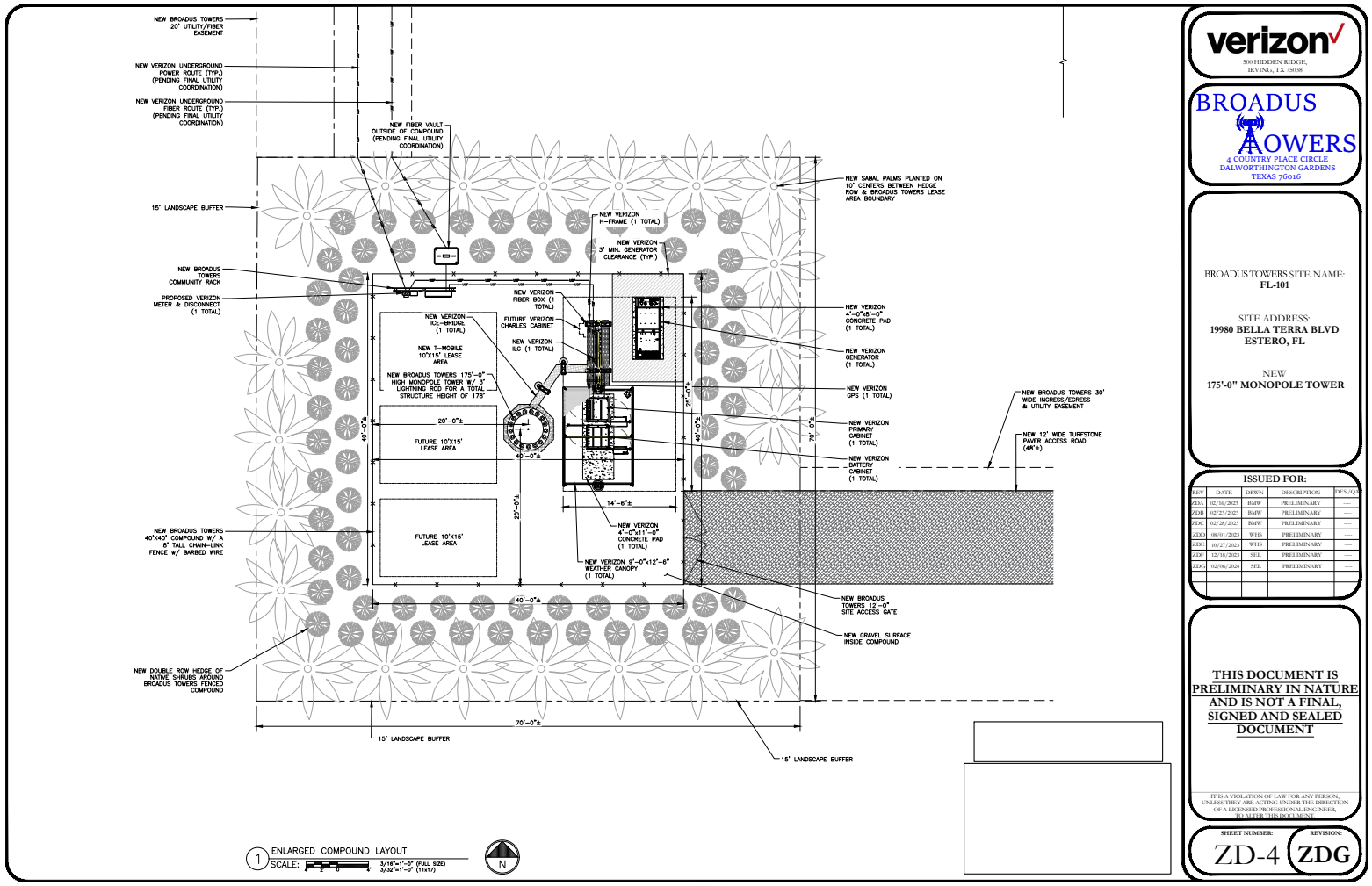
SHEET NUMBER:
ZD-3
REVISION:
ZDG



verizon
500 HIDDEN RIDGE,
IRVING, TX 75038

BROADUS TOWERS
4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 76016

BROADUS TOWERS SITE NAME:
FL-101

SITE ADDRESS:
19980 BELLA TERRA BLVD
ESTERO, FL

NEW
175'-0" MONOPOLE TOWER

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
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ZDB	02/25/2025	BMW	PRELIMINARY	—
ZDC	02/28/2025	BMW	PRELIMINARY	—
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ZDG	02/06/2026	SEL	PRELIMINARY	—

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SHEET NUMBER: ZD-4
REVISION: ZDG

NOTE:

LIGHTING.

A. EXCEPT FOR SECURITY LIGHTING AND SITE LIGHTING, OTHER TYPES OF LIGHTS, SIGNALS OR ILLUMINATION WILL ONLY BE PERMITTED ON AN ANTENNA-SUPPORTING STRUCTURE OR ANCILLARY APPURTENANCES WHERE LIGHTING IS REQUIRED BY THE FAA, FCC, THE VILLAGE, OR THE LEE COUNTY MOSQUITO CONTROL DISTRICT.

B. SECURITY LIGHTING. SECURITY LIGHTING AND SITE LIGHTING MAY BE PLACED IN ASSOCIATION WITH AN APPROVED EQUIPMENT ENCLOSURE. SITE LIGHTING MUST REMAIN UNLIT EXCEPT WHEN AUTHORIZED PERSONNEL ARE PRESENT AT THE FACILITY. SECURITY LIGHTING AND SITE LIGHTING MUST BE SHIELDED TO PREVENT LIGHT TRESPASS.

C. ALL ANTENNA-SUPPORTING STRUCTURES 150 FEET OR GREATER IN HEIGHT ABOVE GROUND LEVEL MUST BE ARTIFICIALLY LIGHTED AND MAINTAINED PURSUANT TO THE TECHNICAL REQUIREMENTS OF THE FEDERAL AVIATION ADMINISTRATION'S CURRENT ADVISORY CIRCULAR 70/7460-1K, OBSTRUCTION MARKING AND LIGHTING, AS AMENDED, OR OTHER APPROPRIATE AVIATION AUTHORITY. UNLESS PRE-EMPTED BY FAA OR FCC REGULATIONS, ALL LIGHTING MUST BE APPROVED IN CONJUNCTION WITH THE DEVELOPMENT ORDER FOR THE FACILITY.

D. IF THE HEIGHT OF A STRUCTURE UNDER CONSTRUCTION EQUALS OR EXCEEDS THE HEIGHT AT WHICH PERMANENT OBSTRUCTION LIGHTS ARE REQUIRED BY TH FAA, FCC, OR THE DIVISION OF DEVELOPMENT SERVICES, TEMPORARY HIGH OR MEDIUM INTENSITY FLASHING LIGHTS MUST BE INSTALLED AT THAT LEVEL IN ACCORDANCE WITH ADVISORY CIRCULAR 70/7460-1K, OBSTRUCTION MARKING AND LIGHTING, AS AMENDED.

SIGNAGE.

1. SIGNS ON ANTENNA-SUPPORTING STRUCTURES, ANCILLARY APPURTENANCES, EQUIPMENT ENCLOSURES, OR ON ANY FENCE OR WALL ARE PROHIBITED UNLESS PERMITTED IN ACCORDANCE WITH THIS SUBSECTION.

2. IF HIGH VOLTAGE IS NECESSARY FOR THE OPERATION OF PROPOSED WIRELESS COMMUNICATIONS FACILITIES, "HIGH VOLTAGE-DANGER" AND "NO TRESPASS" WARNING SIGNS NOT GREATER THAN ONE SQUARE FOOT IN AREA MUST BE PERMANENTLY ATTACHED TO THE FENCE OR WALL AT INTERVALS OF NOT LESS THAN 40 FEET AND UPON THE ACCESS GATE, OR AS OTHERWISE REQUIRED BY THE FAA OR FCC.

3. A SIGN NOT GREATER THAN ONE SQUARE FOOT IN AREA MUST BE ATTACHED TO THE ACCESS GATE THAT INCLUDES THE FOLLOWING INFORMATION:
   3.A. FEDERAL REGISTRATION NUMBER, IF APPLICABLE;
   3.B. NAME OF PROPERTY OWNER, FACILITY OWNER, PROVIDERS, AND CONTACT PERSON; AND
   3.C. AN EMERGENCY CONTACT NUMBER FOR THE CONTACT PERSON.

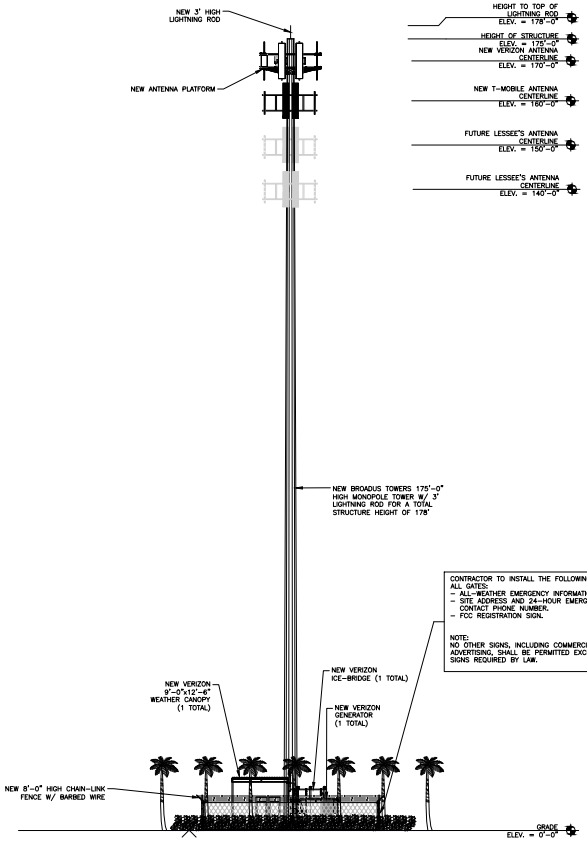
TAPING.

THE DEVELOPER OF A WIRELESS COMMUNICATIONS FACILITY SHALL INSTALL TAPING AROUND THE ANTENNA SUPPORTING STRUCTURE IN CONFORMANCE WITH THE FOLLOWING:

1. THE TAPE SHALL BE SIX-INCH 3M DIAMOND GRADE™ VIP REFLECTIVE SHEETING, SERIES 3990.
2. THE TAPING SHALL START AT 20 FEET ABOVE SURFACE.
3. THE TAPING SHALL BE AT TEN-FOOT INTERVALS.
4. THE TAPE SHALL BE WRAPPED AROUND THE SUPPORT POLE AND OVERLAP BY ONE INCH FOR A GOOD SEAL.

ABANDONMENT OF COMMUNICATIONS FACILITY.

- UPON ABANDONMENT OF A REGISTRANT'S COMMUNICATIONS FACILITY IN THE PUBLIC RIGHT-OF-WAY, THE REGISTRANT SHALL NOTIFY THE VILLAGE, IN WRITING, WITHIN 90 DAYS. ADDITIONALLY, REGISTRANTS SHALL COMPLY WITH THE PROVISIONS OF SECTION 4-243.K.2, REGISTRATION FOR PLACING OR MAINTAINING SMALL WIRELESS FACILITIES IN PUBLIC RIGHTS-OF-WAY, RELATING TO BI-ANNUAL REGISTRATION AND UPDATING OF FACILITIES.
- THE VILLAGE MAY, AT ITS DISCRETION, DIRECT THE REGISTRANT BY WRITTEN NOTICE TO REMOVE ALL OR ANY PORTION OF SUCH ABANDONED FACILITY AT THE REGISTRANT'S SOLE EXPENSE IF THE VILLAGE DETERMINES THAT THE ABANDONED FACILITY'S PRESENCE INTERFERES WITH THE PUBLIC HEALTH, SAFETY OR WELFARE, WHICH SHALL INCLUDE, BUT NOT BE LIMITED TO, A DETERMINATION THAT SUCH FACILITY: (1) COMPROMISES SAFETY AT ANY TIME FOR ANY PUBLIC RIGHTS-OF-WAY USER OR DURING CONSTRUCTION OR MAINTENANCE ACTIVITIES IN PUBLIC RIGHTS-OF-WAY; (2) PREVENTS ANOTHER PERSON FROM LOCATING FACILITIES IN THE AREA OF PUBLIC RIGHTS-OF-WAY WHERE THE ABANDONED FACILITY IS LOCATED WHEN OTHER ALTERNATIVE LOCATIONS ARE NOT REASONABLY AVAILABLE; OR (3) CREATES A MAINTENANCE CONDITION THAT IS DISRUPTIVE TO THE PUBLIC RIGHTS-OF-WAY'S USE. IN THE EVENT OF (2) ABOVE, THE VILLAGE MAY REQUIRE THE THIRD PERSON TO COORDINATE WITH THE REGISTRANT THAT OWNS THE EXISTING FACILITY FOR JOINT REMOVAL AND PLACEMENT, WHERE AGREED TO BY THE REGISTRANT.
- IN THE EVENT THAT THE VILLAGE DOES NOT DIRECT THE REMOVAL OF THE ABANDONED FACILITY, THE REGISTRANT, BY ITS NOTICE OF ABANDONMENT TO THE VILLAGE, SHALL BE DEEMED TO CONSENT TO THE ALTERATION OR REMOVAL OF ALL OR ANY PORTION OF THE FACILITY BY THE VILLAGE OR ANOTHER PERSON AT SUCH THIRD PARTY'S COST.
- IF THE REGISTRANT FAILS TO REMOVE ALL OR ANY PORTION OF AN ABANDONED FACILITY WITHIN A REASONABLE PERIOD OF TIME, AS DIRECTED BY THE VILLAGE, BUT NOT TO EXCEED 60 DAYS, THE VILLAGE MAY PERFORM SUCH REMOVAL AND CHARGE THE COST OF THE REMOVAL AGAINST THE REGISTRANT.



CONTRACTOR TO INSTALL THE FOLLOWING SIGNS AT ALL GATES:
- ALL-WEATHER EMERGENCY INFORMATION.
- SITE ADDRESS AND 24-HOUR EMERGENCY CONTACT PHONE NUMBER.
- FCC REGISTRATION SIGN.

NOTE:
NO OTHER SIGNS, INCLUDING COMMERCIAL ADVERTISING, SHALL BE PERMITTED EXCEPT FOR SIGNS REQUIRED BY LAW.

1 TOWER ELEVATION
SCALE: 8' 4' 0' 8' 3/32"=1'-0" (FULL SIZE) 3/64"=1'-0" (11x17)

EXECUTIVE DIRECTOR SIGNATURE DATE

SUBJECT PARCEL
FL-101
PARCEL ID# 20-46-26-E-010C1.00CE
BELLA TERRA OF SW FL INC.
TRACT C-1
BELLA TERRA UNIT 1
FOLID ID: 10488049
INST. NO. 2016000252780
SE 1/4, SEC. 20, T-46-S, R-26-E
LEE COUNTY, FLORIDA

verizon
500 HIDDEN RIDGE,
IRVING, TX 75038

BROADUS TOWERS
4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 76016

BROADUS TOWERS SITE NAME:
FL-101

SITE ADDRESS:
19980 BELLA TERRA BLVD
ESTERO, FL

NEW
175'-0" MONOPOLE TOWER

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
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ZDB	02/25/2025	BMW	PRELIMINARY	---
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ZDE	10/27/2025	WHS	PRELIMINARY	---
ZDF	12/18/2025	SEL	PRELIMINARY	---
ZDG	02/06/2026	SEL	PRELIMINARY	---

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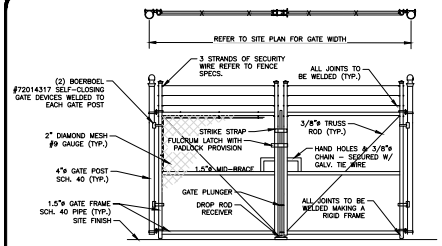
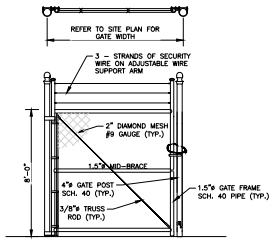
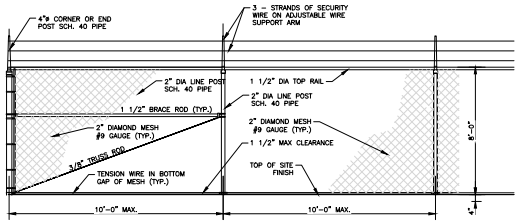
SHEET NUMBER: ZD-5
REVISION: ZDG



1 ELEVATION – PAIR OF GATES
SCALE: NOT TO SCALE



2 ELEVATION – SINGLE GATES
SCALE: NOT TO SCALE



3 TYPICAL FENCE ELEVATION
SCALE: NOT TO SCALE

COMPONENTS:
- 4" O.D x SCH 40 CORNER, TERMINAL & GATE POSTS.
- 2" O.D. x SCH 40 LINE POSTS SPACED 10" O.C. MAX.
- 1-1/2" O.D. x SCH 40 CONTINUOUS TOP RAIL.
- 2" x #9 GAUGE x 8' HIGH CHAIN-LINK FABRIC – 1.02 OZ.
- #7 GAUGE COIL SPRING BOTTOM TENSION WIRE.
- TRUSS ROD TO BE 3/8" DIA. GALV. STEEL W/GALV. STEEL TURNBUCKLE.
- POST TOPS TO BE PRESSED STEEL, MALLEABLE IRON WITH PRESSED STEEL EXTENSION ARM OR 1-PIECE ALUMINUM CASTING, WITH HOLE FOR TOP RAIL. FIT OVER TOP OF POST TO PREVENT WATER ENTRY.
- THREE (3) STRANDS OF CLASS III GALVANIZED BARBED WIRE.

VINYL INSERTS:
- NONE

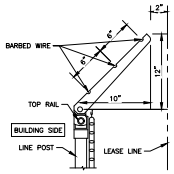
CONSTRUCTION:
- ALL POSTS SET IN A MINIMUM 2500 PSI CONCRETE AS FOLLOWS:
  - 4"ø POST – 15"ø x 36" CONCRETE FOOTING.
  - 2"ø POST – 12"ø x 36" CONCRETE FOOTING.
- BRACE AND TRUSS ASSEMBLY AT EACH CORNER, TERMINAL AND GATE POST.
- ALL GATES SHALL HAVE "DUCK BILL" HOLD OPENS AT FULL OPEN
- ALL GATES SHALL HAVE AN IN-GROUND DROP ROD RECEIVER THAT ACCOMPANIES THE LATCH. (1-1/2" GALVANIZED PIPE TYP.)
- LATCH SHALL ACCEPT A PAD LOCK.

CODE
- ALL GALVANIZED PIPE TO CONFORM TO ASTM – A120
- ALL GALVANIZED CHAIN-LINK TO CONFORM TO ASTM – A392
- ALL GALVANIZED FITTINGS TO CONFORM TO ASTM – A153

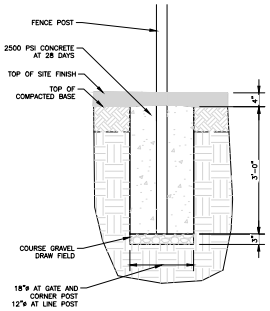
4 FENCE SPECIFICATIONS
SCALE: NOT TO SCALE

1. REFER TO SITE PLAN FOR FENCE OFFSET FROM LEASE LINE.
2. REFER TO FENCE SPECIFICATIONS FOR DETERMINATION AS TO THE USE OF BARBED WIRE OR SMOOTH WIRE.
3. REFER TO SITE PLAN FOR TYPE, SIZE AND QUANTITY OF GATES REQUIRED.
4. USE THESE DETAILS AS A GUIDE AND MINIMUM STANDARDS; OTHERWISE, MATCH EXISTING GATES AND FENCES.

5 FENCE NOTES
SCALE: NOT TO SCALE



6 WIRE ARM SUPPORT
SCALE: NOT TO SCALE



7 FOUNDATION
SCALE: NOT TO SCALE

EXECUTIVE DIRECTOR SIGNATURE DATE

SUBJECT PARCEL
FL-101
PARCEL ID# 20-46-26-E-010C1.00CE
BELLA TERRA OF SW FL INC.
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BELLA TERRA UNIT 1
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verizon
500 HIDDEN RIDGE,
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DALWORTHINGTON GARDENS
TEXAS 76016

BROADUS TOWERS SITE NAME:
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SITE ADDRESS:
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NEW
175'-0" MONOPOLE TOWER

ISSUED FOR:

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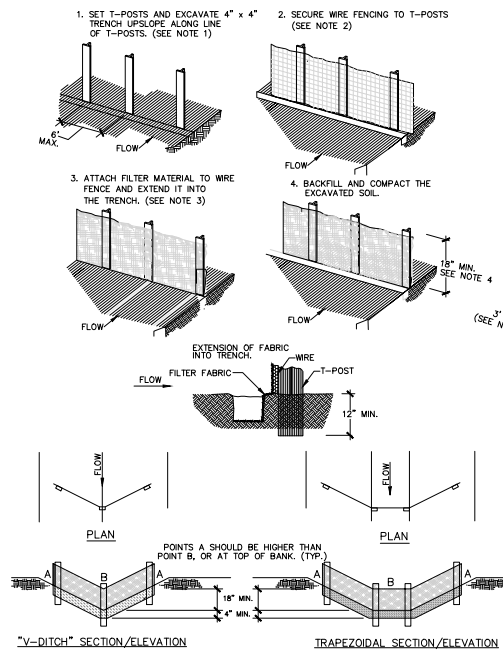
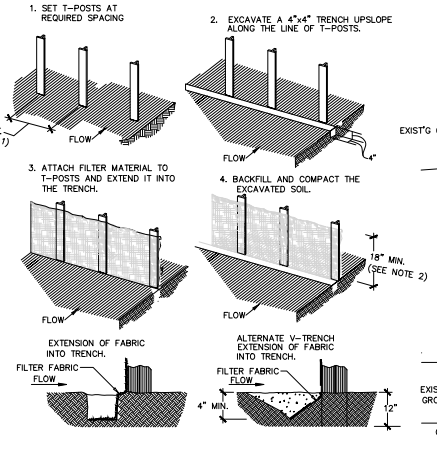
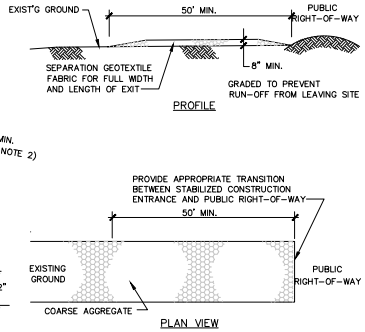
REVISION: ZDG







CONSTRUCTION NOTES

1. SET STEEL T-POSTS SPACED A MAXIMUM OF 6 FEET APART AND EMBEDDED A MINIMUM OF 12 INCHES.
2. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO T-POSTS WITH WIRETIES.
3. FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24 INCHES AT TOP AND MIDSECTION.
4. MINIMUM HEIGHT OF FILTER SHOULD BE 18 INCHES AND A MAXIMUM OF 36 INCHES ABOVE NATURAL GROUND.
5. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED 6 INCHES AT THE T-POSTS AND FOLDED.

(1) REINFORCED FILTER FABRIC BARRIER
SCALE: NOT TO SCALE

CONSTRUCTION NOTES

1. STEEL T-POST TO BE SET AT MAXIMUM SPACING OF 3 FEET AND EMBEDDED A MINIMUM OF 8 INCHES. IF PREASSEMBLED FENCE WITH SUPPORT NETTING IS USED, SPACING OF T-POSTS MAY BE INCREASED TO 8 FEET MAXIMUM.
2. ATTACH FILTER FABRIC TO T-POSTS. FILTER FABRIC FENCE SHALL HAVE A MINIMUM HEIGHT OF 18 INCHES AND MAXIMUM HEIGHT OF 36 INCHES ABOVE NATURAL GROUND.
3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHOULD BE OVERLAPPED 6 INCHES AT THE T-POSTS AND FOLDED.

(2) FILTER FABRIC BARRIER
SCALE: NOT TO SCALE

CONSTRUCTION NOTES

1. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN 50 FEET.
2. THICKNESS SHALL BE NOT LESS THAN 6 INCHES.
3. WIDTH SHALL BE NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS.
4. STABILIZATION FOR OTHER AREAS SHALL HAVE THE SAME AGGREGATE THICKNESS AND WIDTH REQUIREMENTS AS THE STABILIZED CONSTRUCTION EXIT, UNLESS OTHERWISE SHOWN ON THE CONSTRUCTION DRAWINGS.
5. STABILIZED AREA MAY BE WIDENED OR LENGTHENED TO ACCOMMODATE A TRUCK WASHING AREA. AN OUTLET SEDIMENT TRAP MUST BE PROVIDED FOR THE TRUCK WASHING AREA.

(3) STABILIZED CONSTRUCTION EXIT
SCALE: NOT TO SCALE

1) T-POSTS SHALL BE MEDIUM DUTY, 13 GAUGE STEEL WITH GREEN POWER COAT FINISH. 14 GAUGE "U" POSTS MAY BE SUBSTITUTED FOR T-POSTS.
2) THE CONTRACTOR SHALL UTILIZE THESE DETAILS AS APPROPRIATE TO THE INDIVIDUAL PROJECT.

(4) GENERAL NOTES
SCALE: NOT TO SCALE

EXECUTIVE DIRECTOR SIGNATURE — DATE

SUBJECT PARCEL
FL-101
PARCEL ID# 20-46-26-E-010C1.00CE
BELLA TERRA OF SW FL INC.
TRACT C-1
BELLA TERRA UNIT 1
FOLID ID: 10488049
INST. NO. 2018000252780
SE 1/4, SEC. 20, T-46-S, R-26-E
LEE COUNTY, FLORIDA

verizon
500 HIDDEN RIDGE,
IRVING, TX 75038

BROADUS TOWERS
4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 76016

BROADUS TOWERS SITE NAME:
FL-101

SITE ADDRESS:
19980 BELLA TERRA BLVD
ESTERO, FL

NEW
175'-0" MONOPOLE TOWER

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
ZDA	02/16/2023	BMW	PRELIMINARY	—
ZDB	02/23/2023	BMW	PRELIMINARY	—
ZDC	02/28/2023	BMW	PRELIMINARY	—
ZDD	08/01/2023	WHS	PRELIMINARY	—
ZDE	10/27/2023	WHS	PRELIMINARY	—
ZDF	12/18/2023	SEL	PRELIMINARY	—
ZDG	02/06/2024	SEL	PRELIMINARY	—

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SHEET NUMBER: ZD-7
REVISION: ZDG

H x W x D	WEIGHT	UNITS/PALLET
15 3/4" x 23 5/8" x 3 1/8"	60lbs each	32 per pallet

TURFSTONE
COLLECTION

PAVERS

Turfstone is a permeable paver produced with 5,000 psi concrete in a grid like design with voids. The openings can be filled with a variety of substances. Provides a firm "breathable" foundation, requires very little maintenance, combats soil erosion, an affordable alternative to traditional paving, and allows water to penetrate into the soil.

USES: *Driveways, Parking Areas, Walkways, Paths, & Driving Ranges*
COLOR: *Pewter*

1 PROPOSED ACCESS ROAD PAVER SPECIFICATIONS
SCALE: NOT TO SCALE

EXECUTIVE DIRECTOR SIGNATURE DATE

SUBJECT PARCEL
FL-101
PARCEL ID# 20-46-26-E-010C1.00CE
BELLA TERRA OF SW FL INC.
TRACT C-1
BELLA TERRA UNIT 1
FOLID ID: 10488049
INST. NO. 2016000252780
SE 1/4, SEC. 20, T-46-S, R-26-E
LEE COUNTY, FLORIDA

verizon
500 HIDDEN RIDGE,
IRVING, TX 75038

BROADUS & OWERS
4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 76016

BROADUS TOWERS SITE NAME:
FL-101

SITE ADDRESS:
19980 BELLA TERRA BLVD
ESTERO, FL

NEW
175'-0" MONOPOLE TOWER

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SHEET NUMBER: ZD-8
REVISION: ZDG

Bella Terra Monopole Cell Tower

Zoning Staff Report

for

Village Council

PROJECT NAME:	**Bella Terra Monopole Cell Tower**
CASE TYPE:	**Amendment to Commercial Planned Development**
CASE NUMBER:	**DCI2023-E002**
PLANNING, ZONING AND DESIGN BOARD MEETING:	**March 12th, 2024**
VILLAGE COUNCIL MEETINGS:	**April 3rd, 2024 and April 17th, 2024**

SUMMARY OF REQUEST

Amendment to the Bella Terra Commercial Planned Development located at 19980 Bella Terra Blvd. and Corkscrew Road to add the use of Wireless Communication Facility for a 178-foot AGL Monopole Wireless Facility.

STAFF AND PLANNING, ZONING, AND DESIGN BOARD RECOMMENDATION

Staff recommends approval with conditions in the Ordinance.

At the Public Hearing held on March 12, 2024, the Planning, Zoning and Design Board recommended approval with staff conditions and one additional condition that the applicant provide an updated letter from the Engineer of Record, showing the fall radius for the monopole at the revised height of 178-feet. The applicant has now provided the Engineer Letter.

GENERAL INFORMATION

Owner
Bella Terra of SW FL Inc.

Applicant
Broadus Towers, LLC

Authorized Agent
Mattaniah S. Jahn, Esq.

Location
19980 Bella Terra Blvd

STRAP Number
20-46-26-E3-010C1.00CE

Size of Property
12.44 acres entire Commercial Planned Development. The proposed cell tower is located in a small, leased area within the CPD.

Surrounding Zoning

North	Corkscrew Road, then WildBlue Community, Unincorporated Lee County.
East	Bella Terra Blvd, then condominiums within Bella Terra – Residential Planned Development (RPD)
South	Bella Terra Community Center – Residential Planned Development (RPD)
West	Water retention area, then The Preserve at Corkscrew Community Center – Commercial Planned Development (CPD)

Zoning
Commercial Planned Development (CPD)

Comprehensive Plan Land Use Category
Village Neighborhood 1

Project History
Bella Terra was rezoned in 1986 from AG to Commercial Planned Development on the approximately 12 acres fronting Corkscrew Road and to Residential Planned Development on the remaining 990 acres (Resolution Z-86-112). Bella Terra known at the time as The Habitat, was a Development of Regional Impact (DRI) which was also approved in 1986 under Resolution Z-86-112 and DRI Development Order.

Public Information Meeting
At the Public Information Meeting on September 12, 2023, the Planning, Zoning, and Design Board asked the applicant if the proposed tower could be moved further west on the parent parcel. The applicant responded that the tower would need to be located as far north as possible to maximize space on the property for future development. The proposed site plan now shows that the monopole will be located further north on the northeastern portion of the property.

Another issue discussed at the meeting was the need for cell service in the residential southern portion of Bella Terra. Subsequent to the PZDB meeting, the applicant modified the request to increase the tower height from 148 feet to 178 feet above ground level (AGL), in order to achieve stronger signal strength and less ground scatter. According to the applicant, the tower height increase would provide better and more reliable coverage to the residents in the southern portion of the Bella Terra Community.

In summary, the location and height of the tower have changed since the Public Information Meeting.

REQUEST

The applicant is requesting an amendment to the Bella Terra Commercial Planned Development zoning designation to add the use of Wireless Communication Facility and is requesting three deviations from the Land Development Code for a 178-foot-tall tower in Bella Terra off Corkscrew Road.

Project Description
The applicant requests an antenna supporting structure (monopole) 178 feet high to provide wireless cellular service for Verizon. The proposed Monopole Wireless Facility will be located off Corkscrew Road at 19980 Bella Terra Blvd. The Bella Terra-community is zoned Residential Planned Development with an approximately 12-acre parcel on Corkscrew Road (the subject property) zoned Commercial Planned Development. The subject property is vacant, except for a small Hotwire building and a 4,900-square foot lease area is proposed on the northeast side. The facility will include the monopole with antennas, a 4 x 8-foot concrete pad for a generator, and three 10 x 15- foot lease areas, all of which will be enclosed by an eight-foot chain-link fence with barbed wire and surrounded by a fifteen-foot-wide landscape buffer. Additional equipment areas are proposed within the lease area for collocation purposes. Ground lighting is existing, and the applicant has stated that tower lighting is not proposed. The applicant has stated that the monopole will be completely dark at night and configured as a dull grey structure with external antennas on a minimal head frame to minimize visual impacts.

According to the applicant, the facility is necessary to improve the coverage and capacity of Verizon's cellular service and close a gap in service in the Bella Terra, WildBlue, and The Preserve at Corkscrew communities. Collocation space will be made available on the monopole for three other providers, including T-Mobile. Two future lease areas, each 10 x 15 feet, are proposed as equipment areas for the additional providers. Several revisions to the application have been made based on comments made at the Public Information Meeting.

STAFF ANALYSIS

Height Details, Photo Simulation, and Balloon Study
The applicant revised the application on January 18, 2024, increasing the height of the proposed Monopole Tower from 148 feet to 178 feet to the top of the lightning rod. Documentation provided by the applicant shows the 178-foot monopole (175-foot pole, topped with a 3-foot lightning rod) in photo-simulations from numerous points in the surrounding area. (See Attachment C.) The applicant increased the height after the Public Information Meeting because of comments that service would still be lacking in the southern portion of Bella Terra.

The site is located in an area adjacent to The Preserve at Corkscrew development which includes residential units to the west and within the Bella Terra residential development to the east. The WildBlue development in Lee County is located north of the site across Corkscrew Road. South of the site is the Bella Terra Club House. The PZD Board suggested the applicant move the proposed tower further west on the parent parcel, however, the applicant stated that it would not be possible, and it would limit future development plans.

A Balloon Study was held on January 7, 2024 (See Attachment C.) The applicant has provided a Balloon Test Affidavit stating that the photo-stimulations provided accurately represent the

location and height of the balloon as it would have been viewed from their respective locations. (See Attachment D.) The results of the Balloon Test show that the tower will be visible to some residents of Bella Terra and the WildBlue Community in Lee County. The residences in Bella Terra that are closest to the proposed monopole facility are located approximately 370 feet away to the east. The photos show the tower is not visible from Villa Preserve Lane, approximately 1,330 feet southwest of the proposed site, or Cypress Shadows Blvd, approximately 1,925 feet west of the proposed site.

Transportation Analysis
Access to the site is through a new 12-foot wide turfstone paver access road off Bella Terra Boulevard. The proposed facility will be located adjacent to the Hotwire building. According to the applicant this is an unmanned facility with maintenance occurring approximately once a month. Vehicle trips are considered de minimis.

Environmental Analysis
The site is in the X flood zone which is described by FEMA as an area of minimal flood hazard. The facility will not impact environmentally critical or sensitive areas. The proposed facility will be located in partially cleared land with an existing Hotwire Communications maintenance building (approximately 192 sq. ft.) and asphalt parking area surrounded by grassy open space. The new facility will include a 15-foot landscape buffer consisting of sabal palms and a double row hedge of native shrubs.

Utilities
Power will be provided by FPL. Water and wastewater are not proposed as the facility will be unmanned. A generator will be present for use during loss of electric power to maintain service.

Comprehensive Plan Considerations
The site is designated in the Comprehensive Plan as Village Neighborhood 1. (See Attachment A.) This designation consists primarily of low-density residential uses with the potential for commercial uses of a minor commercial or neighborhood center scale. Wireless facilities are not specifically discussed in the Comprehensive Plan, however compatibility between uses is a consideration to protect existing and future residential neighborhoods. For example, one of the guiding principles of the Future Land Use Element of Estero's Comprehensive Plan is ensuring compatibility of new development, to protect the integrity of existing and future residential neighborhoods, as outlined below:

> ***Neighborhoods***
> *Estero is a Village of neighborhoods…some large, some small, some more established, some newer. Ensuring compatibility of new development to protect the integrity of existing and future residential neighborhoods is a key to sustaining the quality of life.*

Policy FLU-1.11.2 of the Plan, Residential Development Standards, provides several factors that should be evaluated to ensure that development proposals address whether the proposed use is compatible with adjacent uses, and other factors. One of the factors is whether the proposal contributes to the overall design, landscaping, and aesthetics that make up the community's character as a harmonious place with beauty, spaciousness, and a diversity of high quality residential and commercial development that positively contributes to the quality of life of Estero's residents.

The proposed tower location will be visible to several residents of Bella Terra on the north and northeast side of the community, some residents of The Preserve at Corkscrew located on the

northeast side of the community, and some residents of the WildBlue Community across Corkscrew Road in Lee County.

This is a case when the Village must balance the need for provision of adequate service and protection of residential areas. By moving the tower further north, the impacts to residences in Bella Terra are less. WildBlue is located across and north of Corkscrew Road and is a considerable distance from the tower.

Staff would prefer a location further south, but the Bella Terra Homeowner Association had advised that it would prefer to maximize its future plans for recreational uses for its residents on the 12-acre parcel.

There is no perfect location for a cell tower in this area. The applicant has tried to minimize impacts to residences with the location and design, while providing adequate cellular service.

Land Development Code Considerations
The LDC provides a hierarchy of zoning districts for locating Wireless Communication Facilities. Industrially zoned areas are preferred before commercial areas are evaluated. LDC Section 4-243E.4. states that the applicant shall adequately demonstrate that siting alternatives within higher ranked districts are not reasonable or feasible. There are no available parcels in any industrial zoning district nearby (See zoning map, Attachment B.)

The proposed location is adjacent to residential areas in the Residential Planned Development zoning district. The applicant stated that there are plans for additional development on the subject property to provide amenities for the Bella Terra community. This is the reason the tower is proposed adjacent to Corkscrew Road.

Section 4-243 of the LDC contains additional standards for a Wireless Communication Facility. In part, this section provides that no antenna-supporting structure shall be permitted unless the applicant demonstrates that that the proposed antenna cannot be accommodated on an existing building, structure, or antenna supporting structure.

The applicant has stated that there is a lack of existing towers and tall structures within the search ring that Verizon could collocate upon. Therefore, the proposed facility location is necessary to fill a gap in coverage and capacity in the area.

The Code requires that:

> *Antennas shall be configured in a manner that is consistent with the character of the surrounding neighborhood and development, and shall be of a color that blends with the structure to which it is attached, so that adverse visual impacts on adjacent properties are minimized. Antenna concealment screening shall also be used, when possible.*

The applicant has stated that the proposed monopole will have a galvanized grey finish and be completely dark at night. All cabling will be contained within the monopole itself. However, LDC 4-243.4.E requires the monopole to be taped using reflective sheeting, starting at 20 feet above the surface, and at 10-foot intervals.

The proposed location is adjacent to a residential development on two sides: across a water retention area, then, The Preserve at Corkscrew, approximately 1,306 feet to the west and the

Bella Terra community, approximately 451 feet to the east. The monopole will be moderately visible to some residents as shown in the attached photo-simulations. (See Attachment C.)

Staff would prefer that the monopole be designed to resemble a tree, to make it more compatible. The applicant has stated that this design precludes collocation opportunities and the Bella Terra HOA supports the monopole design.

Conclusion

Communication facilities are utilities that serve the public and provide a necessary service, however, they must also be found compatible with the adjacent neighborhoods. The applicant stated that the 178-foot monopole will be dull grey in color with external antennas on a minimal headframe. This design is comparable to other monopoles and consistent with the camouflage and screening requirements set forth in LDC 4-243.F.4. The tower will be moderately visible to approximately two dozen homes in Bella Terra, between 350-600 feet away.

Staff finds that, on balance, and with the recommended conditions, the requested Amendment with the deviations will be consistent with the goals, objectives, and policies of the Comprehensive Plan.

Deviations

The applicant requested the following deviations for the Monopole Wireless Facility:

1. Deviation 1 is a *Turfstone Deviation* from LDC Section 5-304 to allow the use of turfstone pavers in lieu of a paved access road to the Monopole's compound. The applicant stated that this deviation would allow the access drive to be better integrated with the anticipated green spaces of the planned development of the parent parcel while achieving the stabilized access envisioned under the LDC.

   Staff agrees because the use of the road will be minimal. As such, staff recommends approval.

2. Deviation 2 is a *Tower Code Setback Deviation* from LDC Sec. 4-243.G.1 to allow a setback of 99 feet to the North in lieu of the required setback distance equal to the tower's height, 178 feet AGL. The applicant stated that this deviation would facilitate future development of the parent parcel as a recreational facility for the Bella Terra community. According to the application materials, the monopole has been designed to withstand winds up to 156 miles per hour. (See Attachment F.) LDC Section 4-243G.1 requires that the monopole be located a distance equal to the overall height from all lot lines of the property on which it is proposed, which would be 178 feet.

   Staff would prefer that the structure be setback further from Corkscrew Road and is concerned that if the structure were to fall in a hurricane for example, it could protrude into the turn lane. The applicant has provided Engineering analysis that this would not happen. Additionally, Lee County did not provide any adverse comment pertaining to their right of way on Corkscrew Road. As such, staff recommends approval.

3. Deviation 3 is a *Fall Zone Deviation* from LDC Section 4-243.G.1 which requires the fall zone radius to be equal to the tower height. The applicant stated that this deviation will allow future development of the parent parcel as a recreational facility for the residents of Bella Terra. The applicant revised the plan to show a fall zone radius of 35 feet, which they state will accomplish the planning objective outlined in Section 4-243.G.I. The revised

proposal shows that an existing Hotwire structure is located within the new fall zone radius. Hotwire has provided a notarized letter of written consent to allow the reduction of the proposed monopole tower setback to 45-feet to Hotwire's property. The applicant provided an Engineer letter that stated that in the event of winds in excess of the design wind load (3-sec. gusted wind speed of 156 mph), the pole would yield/buckle in half and would most likely remain connected and hang from the standing section.

As such and for the reasons stated above, staff recommends approval.

Other Comments

- Federal Airways & Airspace: The FAA determined that the proposed structure would not be a hazard to air navigation.
- Lee County Mosquito Control: Comments will be needed prior to issuance of a limited development order.
- Lee County Port Authority: Lee County Port Authority staff has reviewed this project and approved a Tall Structure Permit for the proposed monopole. However, the approval was granted for a 154-foot AGL monopole. The monopole height has since increased to 178 feet AGL. Approval will be needed prior to issuance of a limited development order.

REVIEW STANDARDS

Staff has proposed the following findings for the CPD Amendment:

1. The Planned Development Amendment as conditioned will be consistent with the goals, objectives, and policies of the Comprehensive Plan.

2. The Planned Development Amendment as conditioned will comply with all applicable zoning district standards.

3. The Planned Development Amendment as conditioned will not conflict with any portion of the Land Development Code.

4. The Planned Development Amendment will address a community need. The proposed amendment will improve the coverage and capability of cellular service for the area.

5. The Planned Development Amendment as conditioned will be compatible with existing and planned uses surrounding the subject land.

6. The Planned Development Amendment as conditioned will not result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

Staff has proposed the following findings for the Deviations:

The proposed deviations will:

1. Improve the quality of the proposed development under review;

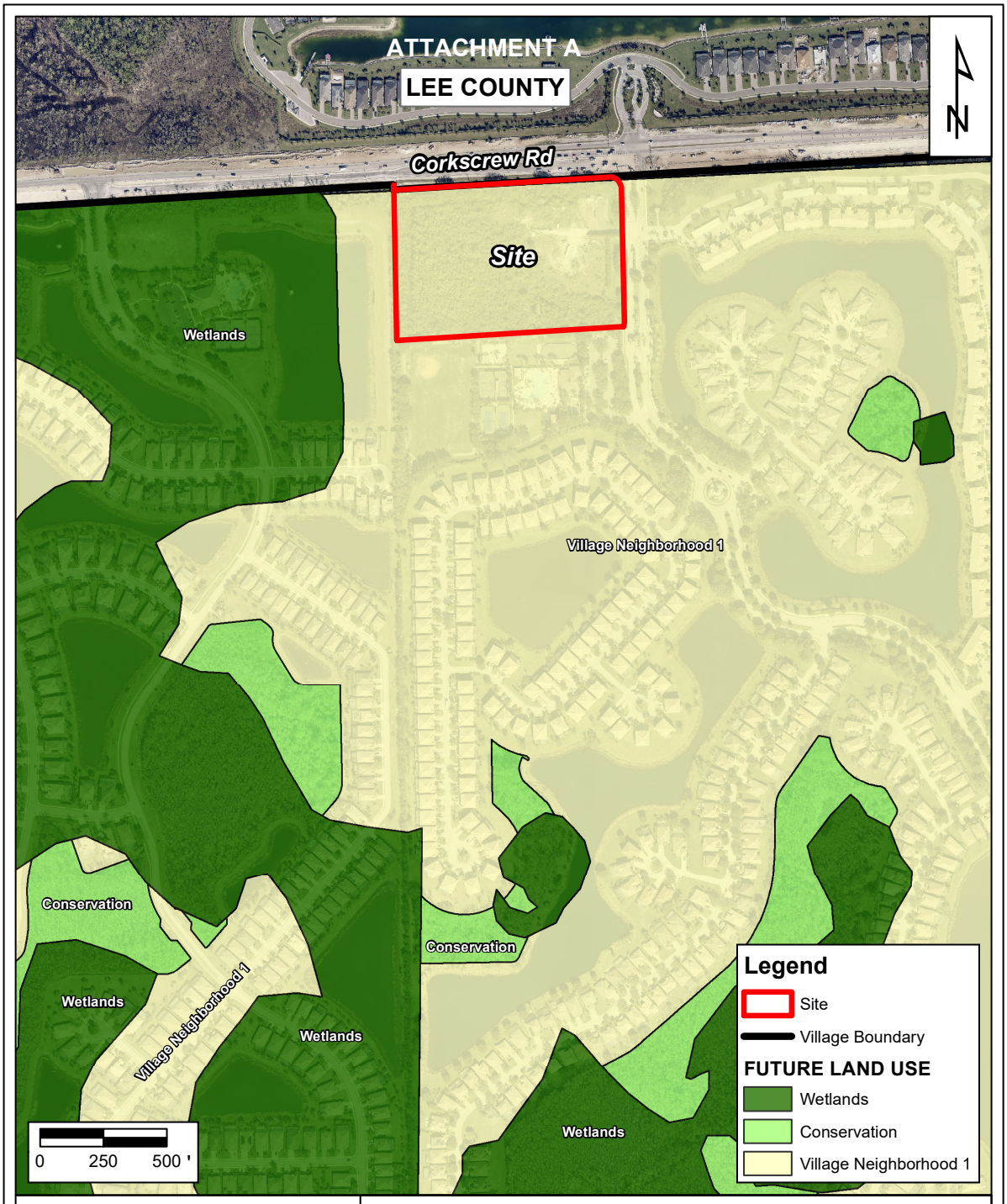
2. Preserve and promote the general intent of the Land Development Code to protect the public, health, safety and welfare;

3. Be compatible with uses on surrounding property; and

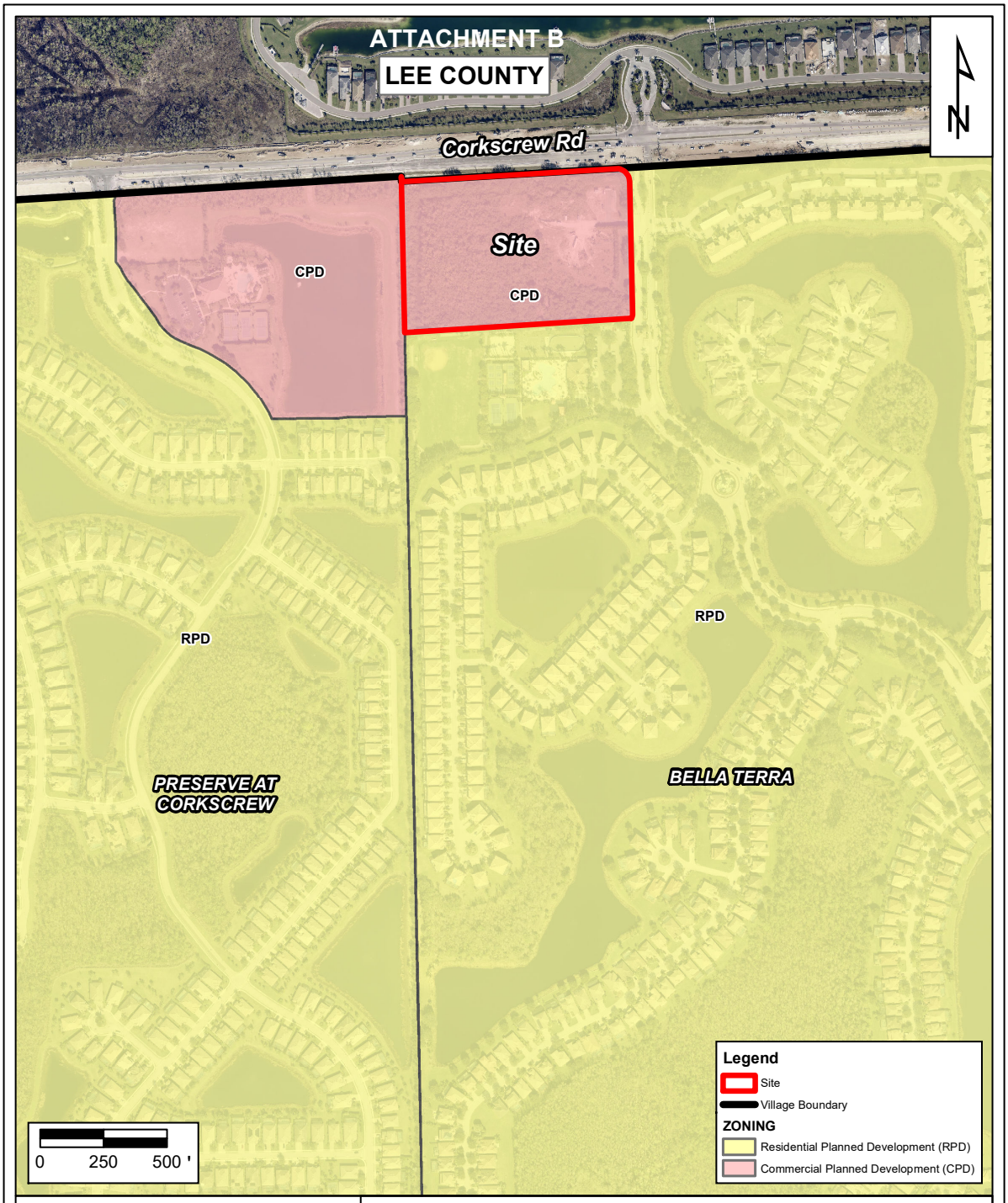
4. Not create an undue burden on essential public facilities.

ATTACHMENTS:

A. Future Land Use Map
B. Zoning Map
C. Applicant Photo Simulation & Balloon Study
D. Balloon Study Affidavit
E. Applicant Summary of Public Information Meeting
F. Applicant Submittals

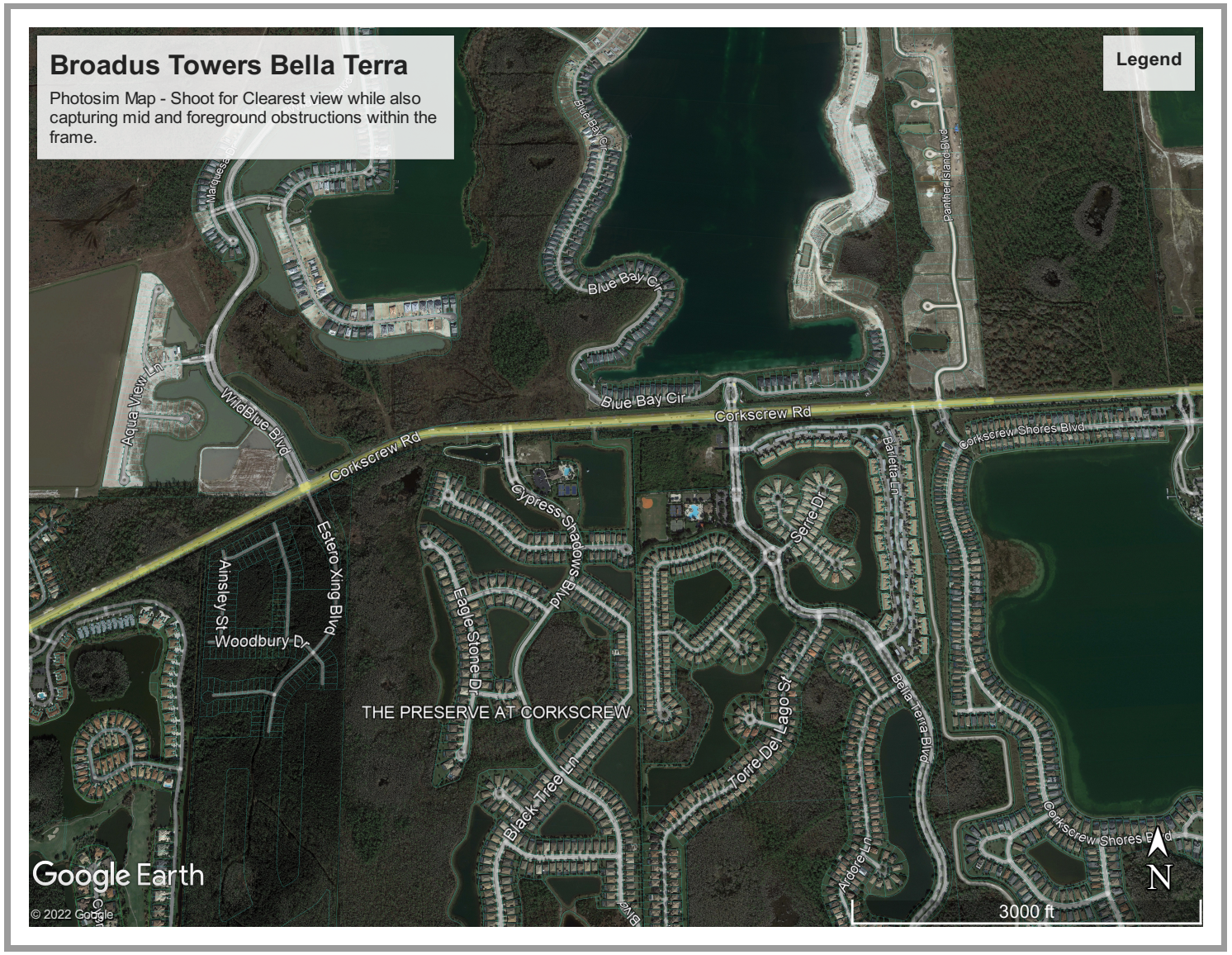


19980 BELLA TERRA BLVD
EXISTING FUTURE LAND USE


ATTACHMENT B
LEE COUNTY
Corkscrew Rd
N
Site
CPD
CPD
RPD
RPD
PRESERVE AT CORKSCREW
BELLA TERRA
0 250 500 '
Legend
Site
Village Boundary
ZONING
Residential Planned Development (RPD)
Commercial Planned Development (CPD)
Village of ESTERO
19980 BELLA TERRA BLVD
EXISTING ZONING

Attachment C

Applicant Photo Simulation & Balloon Study


Broadus Towers Bella Terra
Photosim Map - Shoot for Clearest view while also capturing mid and foreground obstructions within the frame.
Legend
Blue Bay Cir
Blue Bay Cir
Blue Bay Cir
Panther Island Blvd
Corkscrew Rd
Corkscrew Rd
Corkscrew Shores Blvd
Aqua View Ln
Wild Blue Blvd
Estero Xing Blvd
Ainsley St
Woodbury Dr
Cypress Shadows Blvd
Eagle Stone Dr
Barletta Ln
Serre Dr
THE PRESERVE AT CORKSCREW
Black Tree Ln
Torre Del Lago St
Bella Terra Blvd
Ardore Ln
Corkscrew Shores Blvd
Google Earth
© 2022 Google
N
3000 ft

Existing View
verizon
FL-101
19980 Bella Terra Blvd, Estero, FL
175ft. MONOPOLE
SIMULATION
View #1 from Corkscrew Road
approximately 350ft. northeast of site

Existing View
verizon
FL-101
19980 Bella Terra Blvd, Estero, FL
175ft. MONOPOLE
SIMULATION
View #2 from Lucera Court
approximately 830ft. southeast of site

Existing View
verizon
FL-101
19980 Bella Terra Blvd, Estero, FL
175ft. MONOPOLE
SIMULATION
View #3 from Larino Loop
approximately 1,060ft. south of site

Existing View
verizon
FL-101
19980 Bella Terra Blvd, Estero, FL
175ft. MONOPOLE
SIMULATION
View from #4 Larino Loop
approx. 1,290ft. south-southwest of site

verizon
FL-101
19980 Bella Terra Blvd, Estero, FL
175ft. MONOPOLE
NOT VISIBLE
View #5 from Villa Preserve Lane
approximately 1,330ft. southwest of site

CYPRESS SHADOWS BLVD
THE PRESERVE
AT CORKSCREW
verizon
FL-101
19980 Bella Terra Blvd, Estero, FL
175ft. MONOPOLE
NOT VISIBLE
View #6 from Cypress Shadows Blvd
approximately 1,925ft. west of site

Existing View
verizon
FL-101
19980 Bella Terra Blvd, Estero, FL
175ft. MONOPOLE
SIMULATION
View #7 from Blue Bay Circle
approximately 1,300ft. Northwest of site

Existing View
verizon
FL-101
19980 Bella Terra Blvd, Estero, FL
175ft. MONOPOLE
SIMULATION
View #8 from Blue Bay Circle
approximately 560ft. Northwest of site

GOULD
DIGITAL IMAGING

January 9, 2024

Mr. Alan Scivally
Vice President
Broadus Services, LLC
4 Country Place Circle
Arlington, TX 76016-2429

Re: Bella Terra Site
Gould Digital Imaging 175' Balloon Test Report

My name is Michael Gould, and I am owner and operator of Gould Digital Imaging. Broadus Services, LLC hired Gould Digital Imaging to perform various aspects of photographic imaging work in connection with the development of Verizon Wireless' telecommunications services network in the Estero, FL area.

I have over twenty-five years' experience working specifically with municipalities and telecommunications companies including T-Mobile, Inc., AT&T Wireless, Verizon Wireless, Nextel, Alltel, Cricket, Sprint PCS, COMPASS Technology Services, Inc., Crown Castle International, Vertical Bridge, and American Tower Corporation in preparing photographic simulations of telecommunications towers. I have a Bachelors Degree in Art from St. Mary's College of Maryland; over twenty years of professional experience in the field of digital photographic enhancement and I have produced approximately 6,000 photographic simulations for Verizon Wireless, AT&T, T-Mobile, Inc., American Tower Corp., and other telecommunications services companies.

Broadus Services hired Gould Digital Imaging to perform a "175 foot Balloon Test" at Verizon Wireless' Bella Terra site on Bella Terra Boulevard, in Estero, Florida. A balloon test is a visual reference of how tall a proposed structure would appear if constructed.

A four foot diameter red helium balloon is filled and raised above the proposed site on a measured line to the height of the proposed structure and anchored to the ground at the proposed site.

This balloon test was scheduled to take place on either Saturday, January 6th, 2024 for eight consecutive hours between the hours of 9:00am and 5:00pm, or

if weather conditions were poor, a second attempt would be made on Sunday, January 7th 2024 during the same timeframe. Due to extremely high wind and rain forecast for Saturday, the Sunday date was chosen.

At approximately 8:50am on Sunday, January 7th, 2024, the balloon was raised to a height of 175 feet to the bottom of the balloon and anchored approximately 10 feet east of the center of the proposed tower site.

The wind was blowing steadily southward at approximately 11 miles per hour through the first hour of the test with gusts blowing the balloon down considerably.

The wind remained high until after 11:00am and finally reduced to the point that the balloon flew directly above its anchor at approximately 1:00pm throughout the remainder of the test period.

The blimp was lowered at 5:00pm.

A number of community members came by during the day to witness the balloon test, including representatives of the Bella Terra Homeowners Association.

This report includes a screenshot of the wind forecast for the day beginning at 9:00am which was accurate throughout the day. It also includes a photograph of the balloon taken at 5:00pm while directly over its anchor.

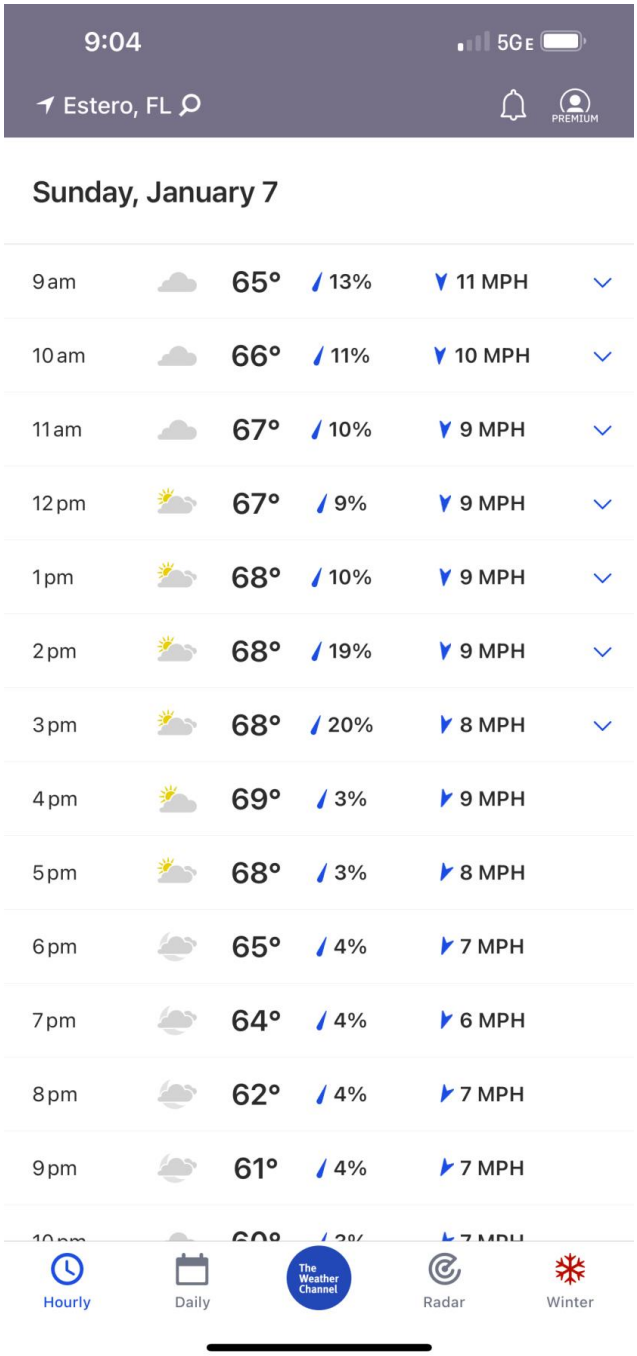
In my professional opinion, the last three hours of the test reflect to a reasonable certainty the anticipated projection of the height and location of the tower if constructed at the Bella Terra site. If you need any additional information, please do not hesitate to call me at 770-617-2958 or e-mail at michael@goulddigitalimaging.com.

Sincerely,

Michael Gould

GOULD
DIGITAL IMAGING

890 ATLANTA STREET, SUITE 190
ROSWELL, GA 30075
770-617-2958 mobile
michael@goulddigitalimaging.com


9:04
5G E
Estero, FL
PREMIUM
Sunday, January 7
9 am 65° 13% 11 MPH
10 am 66° 11% 10 MPH
11 am 67° 10% 9 MPH
12 pm 67° 9% 9 MPH
1 pm 68° 10% 9 MPH
2 pm 68° 19% 9 MPH
3 pm 68° 20% 8 MPH
4 pm 69° 3% 9 MPH
5 pm 68° 3% 8 MPH
6 pm 65° 4% 7 MPH
7 pm 64° 4% 6 MPH
8 pm 62° 4% 7 MPH
9 pm 61° 4% 7 MPH
Hourly
Daily
The Weather Channel
Radar
Winter

Attachment D

Balloon Study Affidavit

Village of Estero, FL
BALLOON TEST AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Michael Gould, who being by me first duly sworn, under oath, deposes and states as follows:

1. I am over eighteen (18) years of age and have personal knowledge of the matters contained herein.

2. I am the Owner of Gould Digital Imaging, LLC and have the authority to sign this affidavit.

3. I attest that on Sunday, January 7th, 2024, for eight consecutive hours between the hours of 9:00am and 5:00pm, a four-foot diameter red helium balloon was filled and raised to a height of 175' AGL, by my hand at coordinates 26°27'04.196878" N, 81°43' 49.239999" W

4. I further attest that the Photo-Simulations, attached hereto as exhibit "A," accurately represent the location and height of the balloon as it would have been viewed from their respective locations during the test.

AFFIANT FURTHER SAYETH NAUGHT

Michael Gould
Gould Digital Imaging, LLC

STATE OF Georgia
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 12th day of February 2024, by Michael Gould who is personally known to me or who has produced Drivers Lic as identification and who did take an oath.

ROBERT BOURNE NOTARY (SEAL) EXPIRES GEORGIA January 10, 2026 PUBLIC FULTON COUNTY

Notary Public
Robert Bourne
Printed Name of Notary

Attachment E

Applicant Summary of Public Information Meeting

FL-101 Bella Terra
Public Information Meeting Summary

Date of Meeting: 09/12/23

Time: 4:30 PM (starting time for all agenda items)

Location: Village of Estero Town Hall

Summary:

Ms. Jahn began her presentation at the request of the Planning and Zoning Design Board (PZDB). She began her presentation of the attached PowerPoint presentation. Ms. Jahn explained the general need for the tower and its general location. She discussed how the vegetation in the area would help buffer the tower. She stated that primary access would be from the private drive off Bella Terra Drive.

Ms. Jahn stated that this tower was necessary to fill a hole in the coverage and capacity of Verizon's cellular services. Ms. Jahn stated that the tower was being built by Broadus Towers, LLC (Broadus) for their client Verizon and that T-Mobile had interest in the tower. She stated that the tower would be designed to support up to 4 carriers' collocation, should more carriers wish to provide service in the area. Ms. Jahn then presented the photo simulations. Finally, Ms. Jahn stated that Broadus held a two-day community meeting on August the 10th and 11th with generally positive comments. She stated that the attendees of the August community meeting expressed concern that Verizon's improved RF coverage did not appear to reach the southern end of the Bella Terra Community (Bella Terra). She also indicated that some other concerns, primarily aesthetics based, were voiced by a few of the attendees.

Members of the public then commented on the project to the PZDB. Most comments were positive about the project and confirmed that service in and around Bella Terra is generally poor. Some members of the public spoke or asked questions on the following issues:

- Moving the Tower to the West end of the parcel

FL-101 Bella Terra
Public Information Meeting Summary

- Access for the tower
- The history of the parent parcel and Bella Terra's plans to develop the rest of it
- Concerns that the tower will not serve the southern end of Bella Terra.

Ms. Jahn then returned to the lecturn to address the comments raised by the public and answer questions from the PZDB. The PZDB asked if the tower could be moved further west on the parent parcel. Ms. Jahn indicated that she would look into it with Bella Terra but that they would rather have the tower moved north towards Corkscrew Road. Ms. Jahn discussed the fact that RF signal can only propagate so far and that the limitation was compounded by the Village's height cap of 148' above ground level. Once Ms. Jahn concluded their discussions and questions, the Public Information Meeting was closed.

Mattaniah S. Jahn, Esq. agent for Broadus Towers, LLC

Attachment F

Applicant Submittals

SENT VIA UPS ELECTRONIC MAIL

October 13, 2023

Mary Gibbs
Director of Community Development
Community Development Department
9401 Corkscrew Palms Circle
Estero, FL 33928

RE: Bella Terra Project
Neighborhood Design Preference Letter

Dear Ms. Gibbs:

As Master Board President of the Bella Terra Homeowners Association this letter is to express our preference to construct the proposed monopole tower further north on our property than the preferred 1:1 setback from the north property line**.** Our members expressed their desire for this both at our community meetings on August 10th and 11th, and at the Public Information Meeting on September 12th. We have discussed multiple locations with our homeowners and the predominating consensus is that they would prefer the tower be as far north as possible to allow us to use the maximum space on the property for future development, and to move it further away from the homeowners in the northern portion of the community.

Thank you in advance for your assistance in this matter. Please do not hesitate to contact me if I am able to provide you with additional information.

Sincerely,

Kenneth Moses
Bella Terra Homeowners Association

Page **1** of **1**

SENT VIA UPS ELECTRONIC MAIL

July 25, 2023

Matt A. Noble, AICP, CFM
Principal Planner
Community Development Department
9401 Corkscrew Palms Circle
Estero, FL 33928

RE: Bella Terra Project
Neighborhood Design Preference Letter

Dear Mr. Noble:

As Master Board President of the Bella Terra of SWFL **this letter is to express our preference to construct a monopole type tower, instead of tree type tower.** We informed the membership of our discussion about the tower project formally on July 27, 2022 and we continue to keep our homeowners informed. We have discussed different tower designs with our homeowners and the predominating consensus is that they would prefer a grey monopole instead of a tower camouflaged as a 148' tree as we believe a tree would stand out far more than a single grey monopole, which is commonplace in the Village.

Thank you in advance for your assistance in this matter. Please do not hesitate to contact me if I am able to provide you with additional information.

Sincerely,

Kenneth Moses
President, Bella Terra of SWFL

BROADUS TOWERS

SITE NAME:	FL-101
SITE ADDRESS:	19980 BELLA TERRA BLVD ESTERO, FL
COUNTY:	LEE
JURISDICTION:	VILLAGE OF ESTERO, FL
SITE TYPE:	MONOPOLE TOWER

verizon
500 HIDDEN RIDGE,
IRVING, TX 75038

BROADUS TOWERS
4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 76016

NEW SITE DEVELOPMENT

SITE INFORMATION

SITE NAME:	FL-101
SITE ADDRESS:	19980 BELLA TERRA BLVD ESTERO, FL LEE COUNTY
LATITUDE:	26° 27' 04.196878" (26.451167°)
LONGITUDE:	-81° 43' 49.239999" (-81.730344°)
LAT/LONG TYPE:	NAD83
GROUND ELEVATION:	22'
CURRENT ZONING:	CPD
JURISDICTION:	VILLAGE OF ESTERO, FL
OCCUPANCY CLASSIFICATION:	U
TYPE OF CONSTRUCTION:	IIB
A.D.A. COMPLIANCE:	FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION
PROPERTY OWNER:	BELLA TERRA OF SW FL INC ALLIANT PROPERTY MGMT
CARRIER/APPLICANT:	VERIZON 500 HIDDEN RIDGE IRVING, TX 75038
ELECTRIC PROVIDER:	---- ----

PROJECT TEAM

ENGINEER FIRM:	BROADUS SERVICES 4 COUNTRY PLACE CIRCLE DALWORTHINGTON GARDENS, TX 76016 PH: (817) 349-3449
TOWER OWNER:	BROADUS TOWERS 4 COUNTRY PLACE CIRCLE DALWORTHINGTON GARDENS, TX 76016 PH: (817) 349-3449
CARRIER/APPLICANT:	VERIZON 500 HIDDEN RIDGE IRVING, TX 75038
SURVEYOR:	SMW ENGINEERING GROUP, INC. 158 BUSINESS CENTER DRIVE BIRMINGHAM, ALABAMA 35244 PH: (205) 252-6985

DRAWING INDEX

SHEET #	SHEET DESCRIPTION
T-1	TITLE SHEET
ZD-1	AERIAL SITE PLAN
ZD-2	ENLARGED AERIAL SITE PLAN
ZD-3	OVERALL SITE PLAN
ZD-4	ENLARGED COMPOUND LAYOUT
ZD-5	TOWER ELEVATION
ZD-6	DISH C SETTING
ZD-7	SILT FENCE DETAILS
ZD-8	ACCESS ROAD FOTOS (PHOTOS ATTACHED)

ALL DRAWINGS CONTAINED HEREIN ARE FORMATTED FOR FULL SIZE. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

APPLICABLE CODES/REFERENCE DOCUMENTS

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

CODE TYPE:	CODE
BUILDING	2020
ELECTRICAL	2014

REFERENCE DOCUMENTS:
STRUCTURAL ANALYSIS: BY OTHERS
DATE:
MOUNT ANALYSIS: BY OTHERS

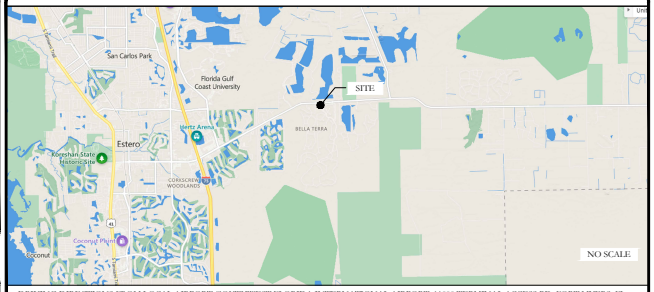
CALL FLORIDA ONE CALL
(800) DIG-TESS
CALL 3 WORKING DAYS
BEFORE YOU DIG!

NOTES:
PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTACT BROADUS TOWERS CONSTRUCTION MANAGER

THE HEIGHT OF THE TOWER WILL NOT BE INCREASED; NOR WILL THERE BE AN EXPANSION OF THE GROUND/LEASE AREA

THE PARTIES ABOVE HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL CONSTRUCTION DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND ANY CHANGES AND MODIFICATIONS THEY MAY IMPOSE.

LOCATION MAP



DRIVING DIRECTIONS FROM LOCAL AIRPORT (SOUTHWEST FLORIDA INTERNATIONAL AIRPORT, 11000 TERMINAL ACCESS RD, FORT MYERS, FL 33913) DEPART AND HEAD WEST ON TERMINAL ACCESS RD. TAKE THE RAMP ON THE LEFT FOR I-75 AND HEAD TOWARD NAPLES / TAMPA. KEEP LEFT, HEADING TOWARD NAPLES. AT EXIT 123, HEAD RIGHT ON THE RAMP FOR COUNTY HWY-850 TOWARD ESTERO / MIROMAR OUTLETS BLVD. BEAR LEFT, THEN BEAR LEFT ONTO CORKSCREW RD / COUNTY HWY-850. TURN RIGHT ONTO MIROMAR SQUARE BLVD. TURN LEFT TO STAY ON MIROMAR SQUARE BLVD. TURN LEFT ONTO STONEYBROOK GOLF BLVD. TURN RIGHT ONTO CORKSCREW RD / COUNTY HWY-850. TURN RIGHT ONTO BELLA TERRA BLVD. ARRIVE AT BELLA TERRA BLVD ON THE RIGHT. THE LAST INTERSECTION BEFORE YOUR DESTINATION IS MIDNIGHT BLUE CT. IF YOU REACH BARLETTA LN, YOU'VE GONE TOO FAR.

PROJECT DESCRIPTION

THE PURPOSE OF THIS PROJECT IS TO PROPOSE A NEW WIRELESS TOWER SITE.
FINAL SITE CONFIGURATION:
- (1) 40'X40' FENCED OFF COMPOUND
- (1) 12' SITE ACCESS GATE
- (1) COMMUNITY H-FRAME W/ METER BANK & HOFFMAN CABINET
- (1) 175' MONOPOLE TOWER WITH ANTENNAS
- NEW VERIZON 4'x11' EQUIPMENT PAD IN A 15'X25' LEASE AREA

EXECUTIVE DIRECTOR SIGNATURE DATE

SUBJECT PARCEL
FL-101
PARCEL ID# 20-46-26-E-010C1.00CE
BELLA TERRA OF SW FL INC.
TRACT C-1
BELLA TERRA UNIT 1
FOLID ID: 10488049
INST. NO. 2018000252780
SE 1/4, SEC. 20, T-46-S, R-26-E
LEE COUNTY, FLORIDA

BROADUS TOWERS SITE NAME:
FL-101

SITE ADDRESS:
19980 BELLA TERRA BLVD
ESTERO, FL

NEW
175'-0" MONOPOLE TOWER

ISSUED FOR:

REV	DATE:	DRWN	DESCRIPTION	DES./QA
ZDA	02/16/2025	BMW	PRELIMINARY	---
ZDB	02/25/2025	BMW	PRELIMINARY	---
ZDC	02/28/2025	BMW	PRELIMINARY	---
ZDD	08/01/2025	WHS	PRELIMINARY	---
ZDE	10/27/2025	WHS	PRELIMINARY	---
ZDF	12/18/2025	SEL	PRELIMINARY	---
ZDG	02/06/2026	SEL	PRELIMINARY	---

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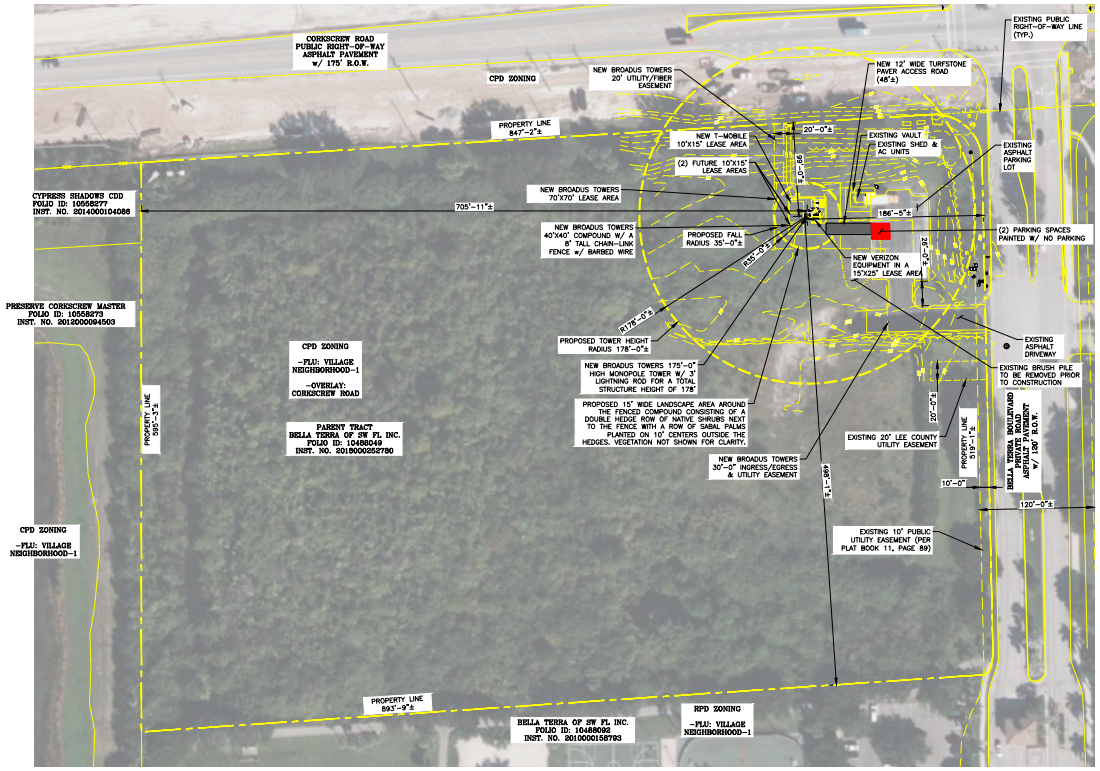
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SHEET NUMBER: T-1
REVISION: ZDG



1 OVERALL SITE PLAN
SCALE: 50' 25' 0 50' 1" = 50'-0" (FULL SIZE) 1" = 100'-0" (11x17)

N

EXECUTIVE DIRECTOR SIGNATURE DATE

SUBJECT PARCEL
FL-101
PARCEL ID# 20-46-26-E-010C1.00CE
BELLA TERRA OF SW FL INC.
TRACT C-1
BELLA TERRA UNIT 1
FOLID ID: 10488049
INST. NO. 2018000252780
SE 1/4, SEC. 20, T-46-S, R-26-E
LEE COUNTY, FLORIDA

verizon
500 HIDDEN RIDGE,
IRVING, TX 75038

BROADUS TOWERS
4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 76016

BROADUS TOWERS SITE NAME:
FL-101

SITE ADDRESS:
19980 BELLA TERRA BLVD
ESTERO, FL

NEW
175'-0" MONOPOLE TOWER

ISSUED FOR:

REV	DATE:	DRWN	DESCRIPTION:	DES./QA
ZDA	02/16/2023	BMW	PRELIMINARY	—
ZDB	02/23/2023	BMW	PRELIMINARY	—
ZDC	02/28/2023	BMW	PRELIMINARY	—
ZDD	08/01/2023	WHS	PRELIMINARY	—
ZDE	10/27/2023	WHS	PRELIMINARY	—
ZDF	12/18/2023	SEL	PRELIMINARY	—
ZDG	02/06/2024	SEL	PRELIMINARY	—

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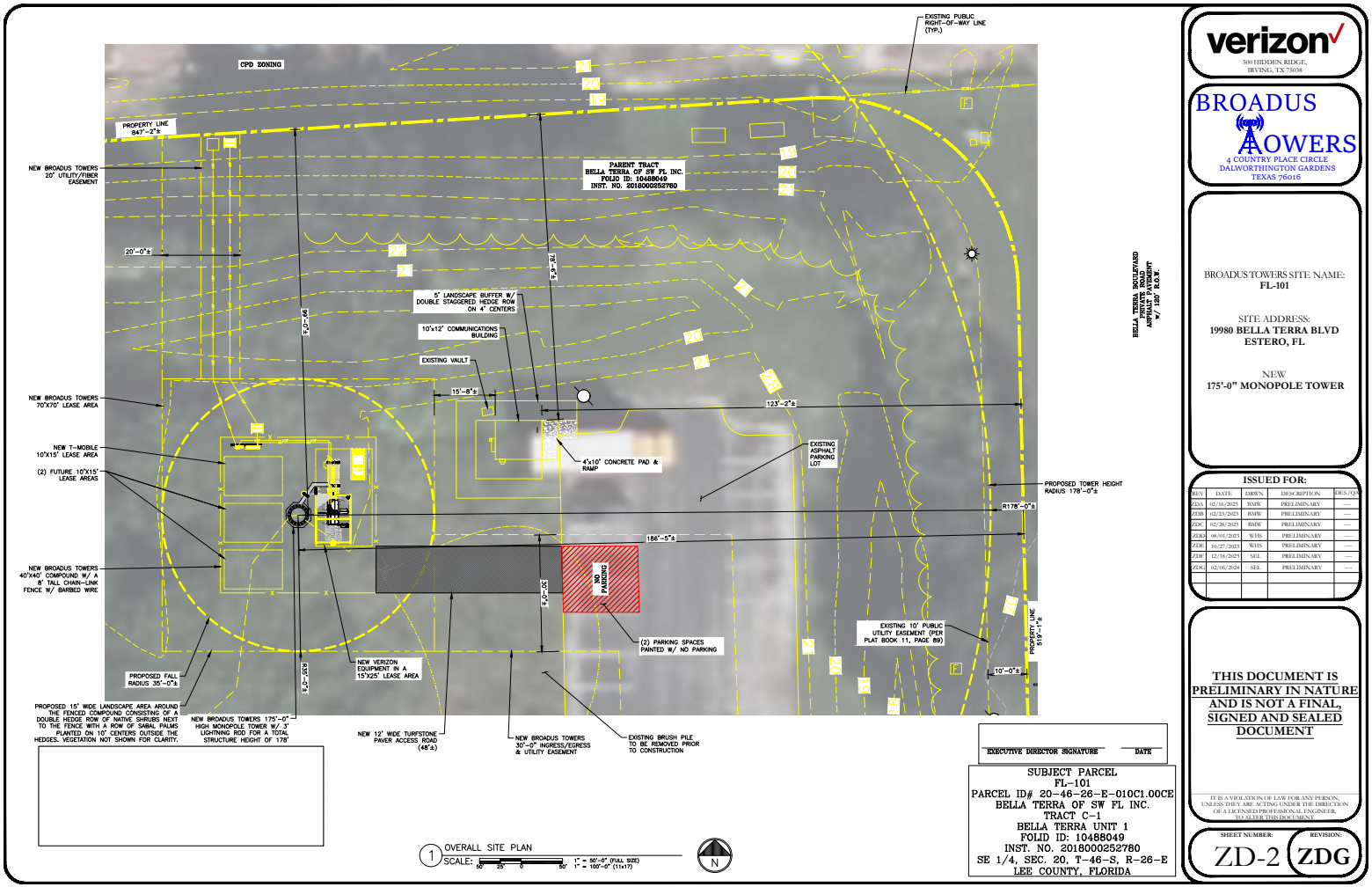
SHEET NUMBER: ZD-1
REVISION: ZDG


CPD ZONING
EXISTING PUBLIC RIGHT-OF-WAY LINE (TYP.)
PROPERTY LINE 847'-2"±
NEW BROADUS TOWERS 20' UTILITY/FIBER EASEMENT
PARENT TRACT BELLA TERRA OF SW FL INC. FOLIO ID: 10488049 INST. NO. 2018000252780
20'-0"±
5' LANDSCAPE BUFFER W/ DOUBLE STAGGERED HEDGE ROW ON 4' CENTERS
10'x12' COMMUNICATIONS BUILDING
EXISTING VAULT
15'-8"±
123'-2"±
NEW BROADUS TOWERS 70'X70' LEASE AREA
NEW T-MOBILE 10'X15' LEASE AREA
(2) FUTURE 10'X15' LEASE AREAS
4'x10' CONCRETE PAD & RAMP
EXISTING ASPHALT PARKING LOT
PROPOSED TOWER HEIGHT RADIUS 178'-0"±
R178'-0"±
186'-5"±
NEW BROADUS TOWERS 40'X40' COMPOUND W/ A 8' TALL CHAIN-LINK FENCE W/ BARBED WIRE
NO PARKING
(2) PARKING SPACES PAINTED W/ NO PARKING
EXISTING 10' PUBLIC UTILITY EASEMENT (PER PLAT BOOK 11, PAGE 89)
PROPERTY LINE 519'-1"±
10'-0"±
PROPOSED FALL RADIUS 35'-0"±
NEW VERIZON EQUIPMENT IN A 15'X25' LEASE AREA
PROPOSED 15' WIDE LANDSCAPE AREA AROUND THE FENCED COMPOUND CONSISTING OF A DOUBLE HEDGE ROW OF NATIVE SHRUBS NEXT TO THE FENCE WITH A ROW OF SABAL PALMS PLANTED ON 10' CENTERS OUTSIDE THE HEDGES. VEGETATION NOT SHOWN FOR CLARITY.
NEW BROADUS TOWERS 175'-0" HIGH MONOPOLE TOWER W/ 3' LIGHTNING ROD FOR A TOTAL STRUCTURE HEIGHT OF 178'
NEW 12' WIDE TURFSTONE PAVER ACCESS ROAD (45'±)
NEW BROADUS TOWERS 30'-0" INGRESS/EGRESS & UTILITY EASEMENT
EXISTING BRUSH PILE TO BE REMOVED PRIOR TO CONSTRUCTION
BELLA TERRA BOULEVARD PRIVATE ROAD ASPHALT PAVEMENT W/ 120' R.O.W.
1 OVERALL SITE PLAN
SCALE: 1" = 50'-0" (FULL SIZE) 1" = 100'-0" (11x17)
N
EXECUTIVE DIRECTOR SIGNATURE DATE
SUBJECT PARCEL
FL-101
PARCEL ID# 20-46-26-E-010C1.00CE
BELLA TERRA OF SW FL INC.
TRACT C-1
BELLA TERRA UNIT 1
FOLID ID: 10488049
INST. NO. 2018000252780
SE 1/4, SEC. 20, T-46-S, R-26-E
LEE COUNTY, FLORIDA
verizon
500 HIDDEN RIDGE, IRVING, TX 75038
BROADUS TOWERS
4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 76016
BROADUS TOWERS SITE NAME:
FL-101
SITE ADDRESS:
19980 BELLA TERRA BLVD
ESTERO, FL
NEW
175'-0" MONOPOLE TOWER
ISSUED FOR:
REV DATE DRWN DESCRIPTION DES./QA
ZDA 02/16/2023 BMW PRELIMINARY —
ZDB 02/23/2023 BMW PRELIMINARY —
ZDC 02/28/2023 BMW PRELIMINARY —
ZDD 08/01/2023 WHS PRELIMINARY —
ZDE 10/27/2023 WHS PRELIMINARY —
ZDF 12/18/2023 SEL PRELIMINARY —
ZDG 02/06/2024 SEL PRELIMINARY —
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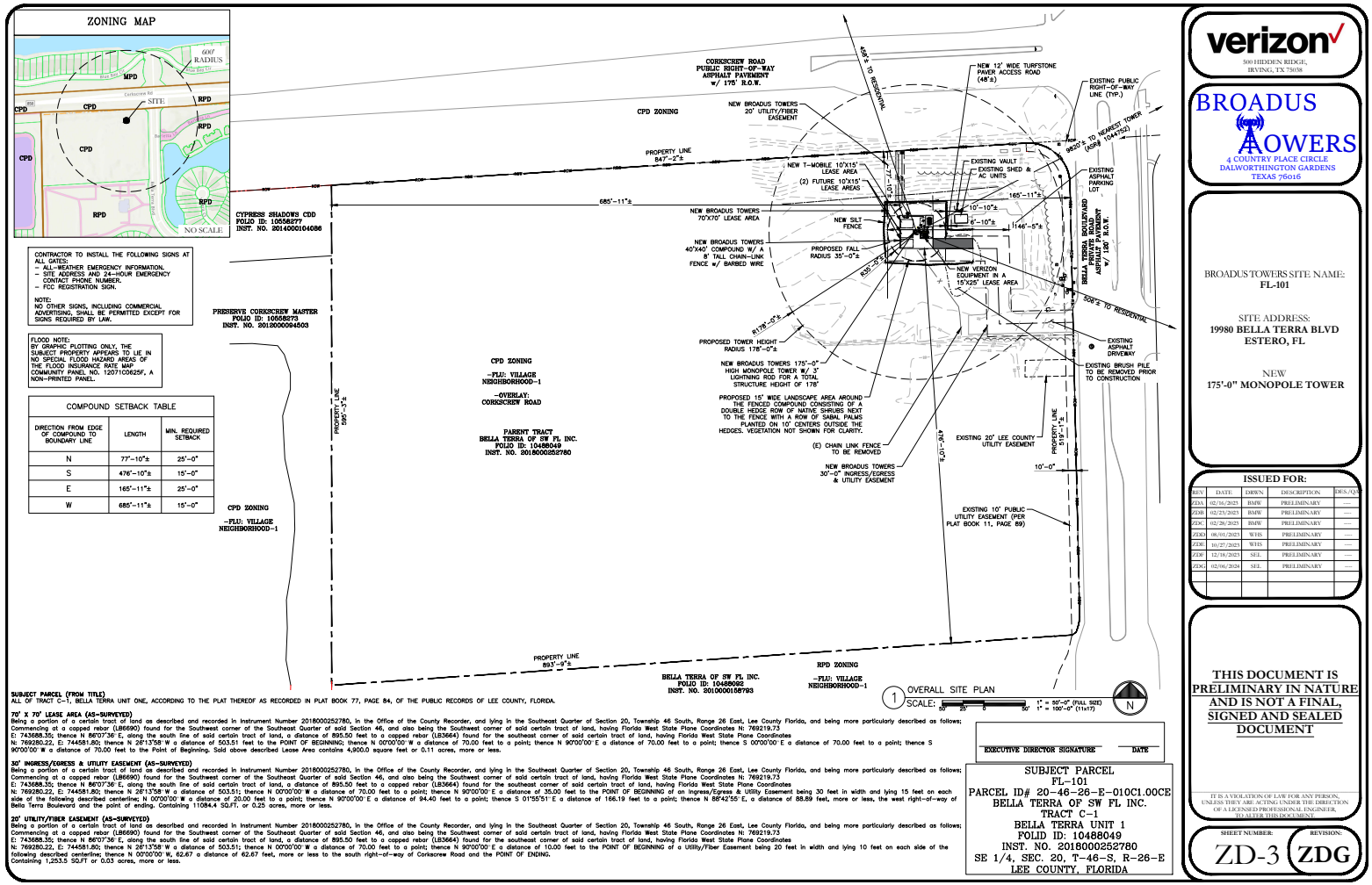
SHEET NUMBER: ZD-2
REVISION: ZDG

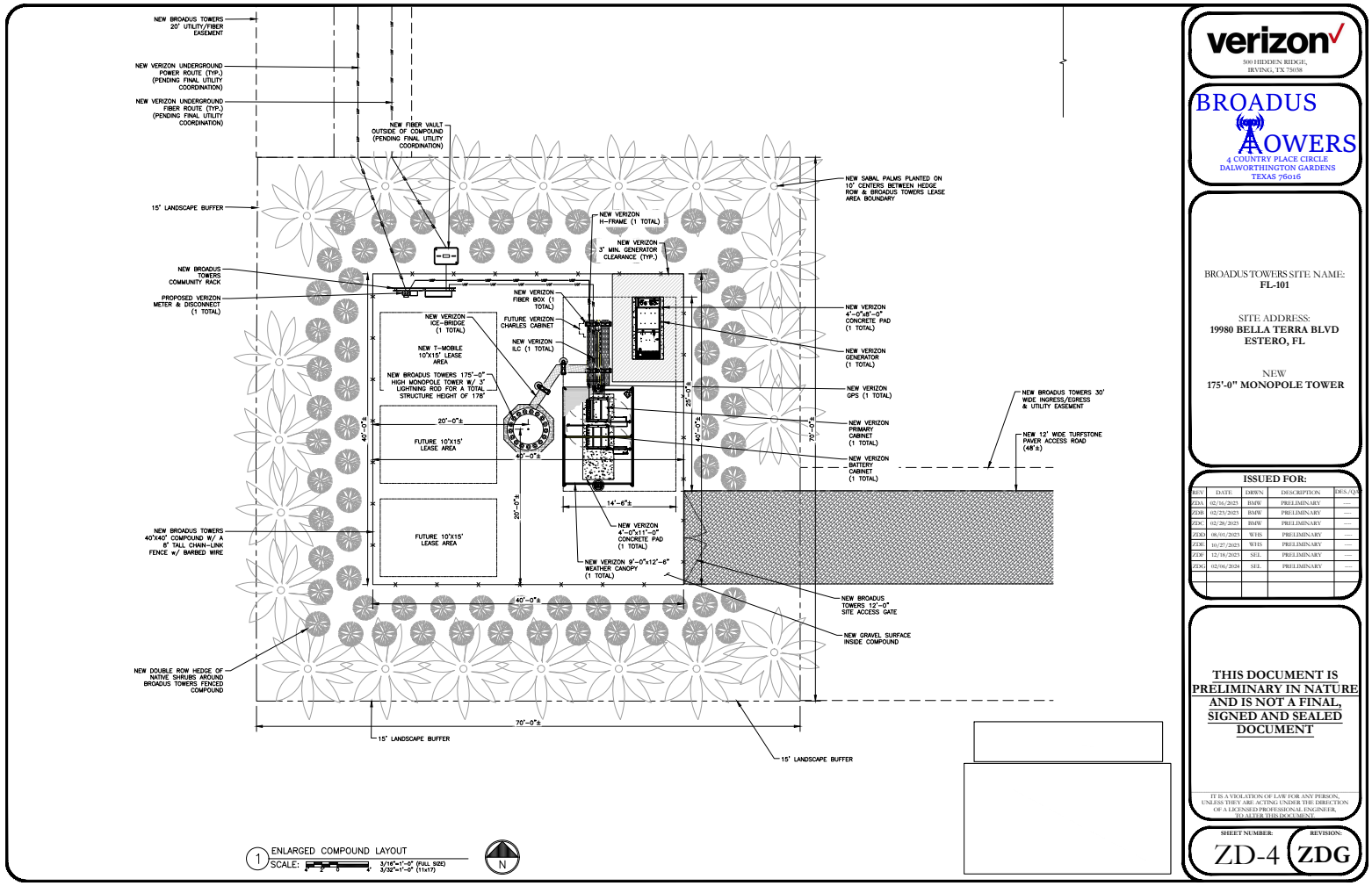


SUBJECT PARCEL (FROM TITLE)
ALL OF TRACT C-1, BELLA TERRA UNIT ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 77, PAGE 84, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

70' X 70' LEASE AREA (AS-SURVEYED)
Being a portion of a certain tract of land as described and recorded in Instrument Number 2018000252780, in the Office of the County Recorder, and lying in the Southeast Quarter of Section 20, Township 46 South, Range 26 East, Lee County Florida, and being more particularly described as follows;
Commencing at a capped rebar (LB6690) found for the Southwest corner of the Southeast Quarter of said Section 46, and also being the Southwest corner of said certain tract of land, having Florida West State Plane Coordinates N: 769219.73
E: 743688.35; thence N 86°07'36" E, along the south line of said certain tract of land, a distance of 895.50 feet to a capped rebar (LB3664) found for the southeast corner of said certain tract of land, having Florida West State Plane Coordinates
N: 769280.22, E: 744581.80; thence N 26°13'58" W a distance of 503.51 feet to the POINT OF BEGINNING; thence N 00°00'00" W a distance of 70.00 feet to a point; thence N 90°00'00" E a distance of 70.00 feet to a point; thence S 00°00'00" E a distance of 70.00 feet to a point; thence S 90°00'00" W a distance of 70.00 feet to the Point of Beginning. Said above described Lease Area contains 4,900.0 square feet or 0.11 acres, more or less.

30' INGRESS/EGRESS & UTILITY EASEMENT (AS-SURVEYED)
Being a portion of a certain tract of land as described and recorded in Instrument Number 2018000252780, in the Office of the County Recorder, and lying in the Southeast Quarter of Section 20, Township 46 South, Range 26 East, Lee County Florida, and being more particularly described as follows;
Commencing at a capped rebar (LB6690) found for the Southwest corner of the Southeast Quarter of said Section 46, and also being the Southwest corner of said certain tract of land, having Florida West State Plane Coordinates N: 769219.73
E: 743688.35; thence N 86°07'36" E, along the south line of said certain tract of land, a distance of 895.50 feet to a capped rebar (LB3664) found for the southeast corner of said certain tract of land, having Florida West State Plane Coordinates
N: 769280.22, E: 744581.80; thence N 26°13'58" W a distance of 503.51; thence N 00°00'00" W a distance of 70.00 feet to a point; thence N 90°00'00" E a distance of 35.00 feet to the POINT OF BEGINNING of an Ingress/Egress & Utility Easement being 30 feet in width and lying 15 feet on each side of the following described centerline; N 00°00'00" W a distance of 20.00 feet to a point; thence N 90°00'00" E a distance of 94.40 feet to a point; thence S 01°55'51" E a distance of 166.19 feet to a point; thence N 88°42'55" E, a distance of 88.89 feet, more or less, the west right-of-way of Bella Terra Boulevard and the point of ending. Containing 11084.4 SQ.FT. or 0.25 acres, more or less.

20' UTILITY/FIBER EASEMENT (AS-SURVEYED)
Being a portion of a certain tract of land as described and recorded in Instrument Number 2018000252780, in the Office of the County Recorder, and lying in the Southeast Quarter of Section 20, Township 46 South, Range 26 East, Lee County Florida, and being more particularly described as follows;
Commencing at a capped rebar (LB6690) found for the Southwest corner of the Southeast Quarter of said Section 46, and also being the Southwest corner of said certain tract of land, having Florida West State Plane Coordinates N: 769219.73
E: 743688.35; thence N 86°07'36" E, along the south line of said certain tract of land, a distance of 895.50 feet to a capped rebar (LB3664) found for the southeast corner of said certain tract of land, having Florida West State Plane Coordinates
N: 769280.22, E: 744581.80; thence N 26°13'58" W a distance of 503.51; thence N 00°00'00" W a distance of 70.00 feet to a point; thence N 90°00'00" E a distance of 10.00 feet to the POINT OF BEGINNING of a Utility/Fiber Easement being 20 feet in width and lying 10 feet on each side of the following described centerline; thence N 00°00'00" W, 62.67 a distance of 62.67 feet, more or less to the south right-of-way of Corkscrew Road and the POINT OF ENDING.
Containing 1,253.5 SQ.FT or 0.03 acres, more or less.



verizon
500 HIDDEN RIDGE,
IRVING, TX 75038

BROADUS TOWERS
4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 76016

BROADUS TOWERS SITE NAME:
FL-101

SITE ADDRESS:
19980 BELLA TERRA BLVD
ESTERO, FL

NEW
175'-0" MONOPOLE TOWER

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
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ZDB	02/25/2025	BMW	PRELIMINARY	—
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ZDD	08/01/2025	WHS	PRELIMINARY	—
ZDE	10/27/2025	WHS	PRELIMINARY	—
ZDF	12/18/2025	SEL	PRELIMINARY	—
ZDG	02/06/2026	SEL	PRELIMINARY	—

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SHEET NUMBER: ZD-4
REVISION: ZDG

NOTE:

LIGHTING.

A. EXCEPT FOR SECURITY LIGHTING AND SITE LIGHTING, OTHER TYPES OF LIGHTS, SIGNALS OR ILLUMINATION WILL ONLY BE PERMITTED ON AN ANTENNA-SUPPORTING STRUCTURE OR ANCILLARY APPURTENANCES WHERE LIGHTING IS REQUIRED BY THE FAA, FCC, THE VILLAGE, OR THE LEE COUNTY MOSQUITO CONTROL DISTRICT.

B. SECURITY LIGHTING. SECURITY LIGHTING AND SITE LIGHTING MAY BE PLACED IN ASSOCIATION WITH AN APPROVED EQUIPMENT ENCLOSURE. SITE LIGHTING MUST REMAIN UNLIT EXCEPT WHEN AUTHORIZED PERSONNEL ARE PRESENT AT THE FACILITY. SECURITY LIGHTING AND SITE LIGHTING MUST BE SHIELDED TO PREVENT LIGHT TRESPASS.

C. ALL ANTENNA-SUPPORTING STRUCTURES 150 FEET OR GREATER IN HEIGHT ABOVE GROUND LEVEL MUST BE ARTIFICIALLY LIGHTED AND MAINTAINED PURSUANT TO THE TECHNICAL REQUIREMENTS OF THE FEDERAL AVIATION ADMINISTRATION'S CURRENT ADVISORY CIRCULAR 70/7460-1K, OBSTRUCTION MARKING AND LIGHTING, AS AMENDED, OR OTHER APPROPRIATE AVIATION AUTHORITY. UNLESS PRE-EMPTED BY FAA OR FCC REGULATIONS, ALL LIGHTING MUST BE APPROVED IN CONJUNCTION WITH THE DEVELOPMENT ORDER FOR THE FACILITY.

D. IF THE HEIGHT OF A STRUCTURE UNDER CONSTRUCTION EQUALS OR EXCEEDS THE HEIGHT AT WHICH PERMANENT OBSTRUCTION LIGHTS ARE REQUIRED BY TH FAA, FCC, OR THE DIVISION OF DEVELOPMENT SERVICES, TEMPORARY HIGH OR MEDIUM INTENSITY FLASHING LIGHTS MUST BE INSTALLED AT THAT LEVEL IN ACCORDANCE WITH ADVISORY CIRCULAR 70/7460-1K, OBSTRUCTION MARKING AND LIGHTING, AS AMENDED.

SIGNAGE.

1. SIGNS ON ANTENNA-SUPPORTING STRUCTURES, ANCILLARY APPURTENANCES, EQUIPMENT ENCLOSURES, OR ON ANY FENCE OR WALL ARE PROHIBITED UNLESS PERMITTED IN ACCORDANCE WITH THIS SUBSECTION.

2. IF HIGH VOLTAGE IS NECESSARY FOR THE OPERATION OF PROPOSED WIRELESS COMMUNICATIONS FACILITIES, "HIGH VOLTAGE-DANGER" AND "NO TRESPASS" WARNING SIGNS NOT GREATER THAN ONE SQUARE FOOT IN AREA MUST BE PERMANENTLY ATTACHED TO THE FENCE OR WALL AT INTERVALS OF NOT LESS THAN 40 FEET AND UPON THE ACCESS GATE, OR AS OTHERWISE REQUIRED BY THE FAA OR FCC.

3. A SIGN NOT GREATER THAN ONE SQUARE FOOT IN AREA MUST BE ATTACHED TO THE ACCESS GATE THAT INCLUDES THE FOLLOWING INFORMATION:
   3.A. FEDERAL REGISTRATION NUMBER, IF APPLICABLE;
   3.B. NAME OF PROPERTY OWNER, FACILITY OWNER, PROVIDERS, AND CONTACT PERSON; AND
   3.C. AN EMERGENCY CONTACT NUMBER FOR THE CONTACT PERSON.

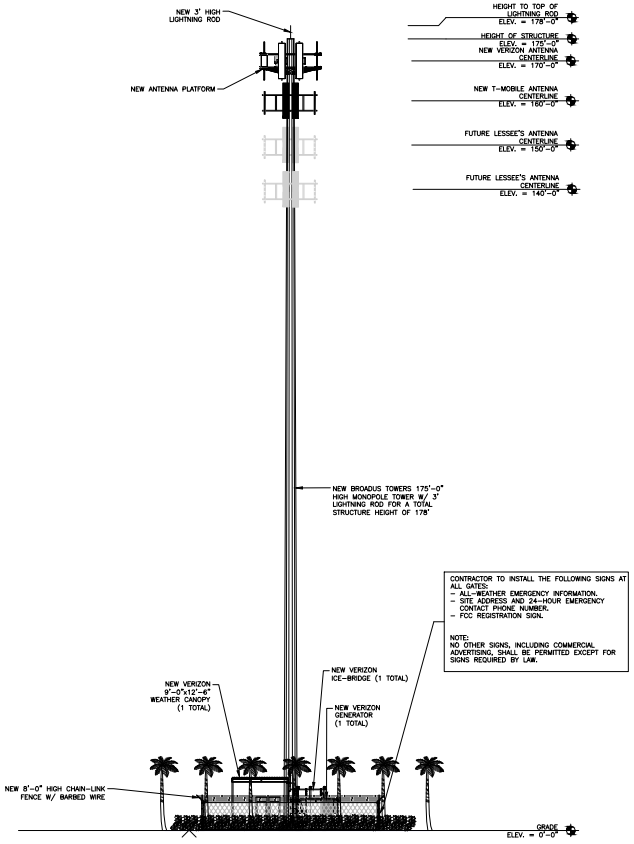
TAPING.

THE DEVELOPER OF A WIRELESS COMMUNICATIONS FACILITY SHALL INSTALL TAPING AROUND THE ANTENNA SUPPORTING STRUCTURE IN CONFORMANCE WITH THE FOLLOWING:

1. THE TAPE SHALL BE SIX-INCH 3M DIAMOND GRADE™ VIP REFLECTIVE SHEETING, SERIES 3990.
2. THE TAPING SHALL START AT 20 FEET ABOVE SURFACE.
3. THE TAPING SHALL BE AT TEN-FOOT INTERVALS.
4. THE TAPE SHALL BE WRAPPED AROUND THE SUPPORT POLE AND OVERLAP BY ONE INCH FOR A GOOD SEAL.

ABANDONMENT OF COMMUNICATIONS FACILITY.

- UPON ABANDONMENT OF A REGISTRANT'S COMMUNICATIONS FACILITY IN THE PUBLIC RIGHT-OF-WAY, THE REGISTRANT SHALL NOTIFY THE VILLAGE, IN WRITING, WITHIN 90 DAYS. ADDITIONALLY, REGISTRANTS SHALL COMPLY WITH THE PROVISIONS OF SECTION 4-243.K.2, REGISTRATION FOR PLACING OR MAINTAINING SMALL WIRELESS FACILITIES IN PUBLIC RIGHTS-OF-WAY, RELATING TO BI-ANNUAL REGISTRATION AND UPDATING OF FACILITIES.
- THE VILLAGE MAY, AT ITS DISCRETION, DIRECT THE REGISTRANT BY WRITTEN NOTICE TO REMOVE ALL OR ANY PORTION OF SUCH ABANDONED FACILITY AT THE REGISTRANT'S SOLE EXPENSE IF THE VILLAGE DETERMINES THAT THE ABANDONED FACILITY'S PRESENCE INTERFERES WITH THE PUBLIC HEALTH, SAFETY OR WELFARE, WHICH SHALL INCLUDE, BUT NOT BE LIMITED TO, A DETERMINATION THAT SUCH FACILITY: (1) COMPROMISES SAFETY AT ANY TIME FOR ANY PUBLIC RIGHTS-OF-WAY USER OR DURING CONSTRUCTION OR MAINTENANCE ACTIVITIES IN PUBLIC RIGHTS-OF-WAY; (2) PREVENTS ANOTHER PERSON FROM LOCATING FACILITIES IN THE AREA OF PUBLIC RIGHTS-OF-WAY WHERE THE ABANDONED FACILITY IS LOCATED WHEN OTHER ALTERNATIVE LOCATIONS ARE NOT REASONABLY AVAILABLE; OR (3) CREATES A MAINTENANCE CONDITION THAT IS DISRUPTIVE TO THE PUBLIC RIGHTS-OF-WAY'S USE. IN THE EVENT OF (2) ABOVE, THE VILLAGE MAY REQUIRE THE THIRD PERSON TO COORDINATE WITH THE REGISTRANT THAT OWNS THE EXISTING FACILITY FOR JOINT REMOVAL AND PLACEMENT, WHERE AGREED TO BY THE REGISTRANT.
- IN THE EVENT THAT THE VILLAGE DOES NOT DIRECT THE REMOVAL OF THE ABANDONED FACILITY, THE REGISTRANT, BY ITS NOTICE OF ABANDONMENT TO THE VILLAGE, SHALL BE DEEMED TO CONSENT TO THE ALTERATION OR REMOVAL OF ALL OR ANY PORTION OF THE FACILITY BY THE VILLAGE OR ANOTHER PERSON AT SUCH THIRD PARTY'S COST.
- IF THE REGISTRANT FAILS TO REMOVE ALL OR ANY PORTION OF AN ABANDONED FACILITY WITHIN A REASONABLE PERIOD OF TIME, AS DIRECTED BY THE VILLAGE, BUT NOT TO EXCEED 60 DAYS, THE VILLAGE MAY PERFORM SUCH REMOVAL AND CHARGE THE COST OF THE REMOVAL AGAINST THE REGISTRANT.



CONTRACTOR TO INSTALL THE FOLLOWING SIGNS AT ALL GATES:
- ALL-WEATHER EMERGENCY INFORMATION.
- SITE ADDRESS AND 24-HOUR EMERGENCY CONTACT PHONE NUMBER.
- FCC REGISTRATION SIGN.

NOTE:
NO OTHER SIGNS, INCLUDING COMMERCIAL ADVERTISING, SHALL BE PERMITTED EXCEPT FOR SIGNS REQUIRED BY LAW.

1 TOWER ELEVATION
SCALE: 8' 4' 0 8' 3/32"=1'-0" (FULL SIZE) 3/64"=1'-0" (11x17)

EXECUTIVE DIRECTOR SIGNATURE DATE

SUBJECT PARCEL
FL-101
PARCEL ID# 20-46-26-E-010C1.00CE
BELLA TERRA OF SW FL INC.
TRACT C-1
BELLA TERRA UNIT 1
FOLID ID: 10488049
INST. NO. 2016000252780
SE 1/4, SEC. 20, T-46-S, R-26-E
LEE COUNTY, FLORIDA

verizon
500 HIDDEN RIDGE,
IRVING, TX 75038

BROADUS TOWERS
4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 76016

BROADUS TOWERS SITE NAME:
FL-101

SITE ADDRESS:
19980 BELLA TERRA BLVD
ESTERO, FL

NEW
175'-0" MONOPOLE TOWER

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
ZDA	02/16/2025	BMW	PRELIMINARY	---
ZDB	02/25/2025	BMW	PRELIMINARY	---
ZDC	02/28/2025	BMW	PRELIMINARY	---
ZDD	08/01/2025	WHS	PRELIMINARY	---
ZDE	10/27/2025	WHS	PRELIMINARY	---
ZDF	12/18/2025	SEL	PRELIMINARY	---
ZDG	02/06/2026	SEL	PRELIMINARY	---

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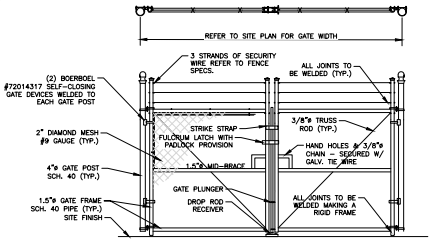
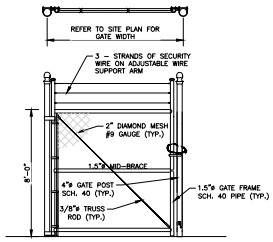
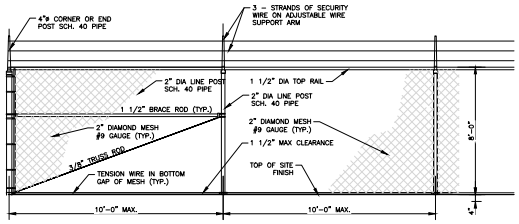
SHEET NUMBER: ZD-5
REVISION: ZDG



1 ELEVATION – PAIR OF GATES
SCALE: NOT TO SCALE



2 ELEVATION – SINGLE GATES
SCALE: NOT TO SCALE



3 TYPICAL FENCE ELEVATION
SCALE: NOT TO SCALE

COMPONENTS:

- 4" O.D x SCH 40 CORNER, TERMINAL & GATE POSTS.
- 2" O.D. x SCH 40 LINE POSTS SPACED 10" O.C. MAX.
- 1-1/2" O.D. x SCH 40 CONTINUOUS TOP RAIL.
- 2" x #9 GAUGE x 8' HIGH CHAIN-LINK FABRIC – 1.02 OZ.
- #7 GAUGE COIL SPRING BOTTOM TENSION WIRE.
- TRUSS ROD TO BE 3/8" DIA. GALV. STEEL W/GALV. STEEL TURNBUCKLE.
- POST TOPS TO BE PRESSED STEEL, MALLEABLE IRON WITH PRESSED STEEL EXTENSION ARM OR 1-PIECE ALUMINUM CASTING, WITH HOLE FOR TOP RAIL. FIT OVER TOP OF POST TO PREVENT WATER ENTRY.
- THREE (3) STRANDS OF CLASS III GALVANIZED BARBED WIRE.

VINYL INSERTS:

- NONE

CONSTRUCTION:

- ALL POSTS SET IN A MINIMUM 2500 PSI CONCRETE AS FOLLOWS:
  - 4"ø POST – 15"ø x 36" CONCRETE FOOTING.
  - 2"ø POST – 12"ø x 36" CONCRETE FOOTING.
- BRACE AND TRUSS ASSEMBLY AT EACH CORNER, TERMINAL AND GATE POST.
- ALL GATES SHALL HAVE "DUCK BILL" HOLD OPENS AT FULL OPEN
- ALL GATES SHALL HAVE AN IN-GROUND DROP ROD RECEIVER THAT ACCOMPANIES THE LATCH. (1-1/2" GALVANIZED PIPE TYP.)
- LATCH SHALL ACCEPT A PAD LOCK.

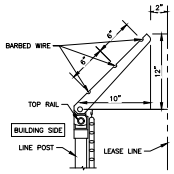
CODE

- ALL GALVANIZED PIPE TO CONFORM TO ASTM – A120
- ALL GALVANIZED CHAIN-LINK TO CONFORM TO ASTM – A392
- ALL GALVANIZED FITTINGS TO CONFORM TO ASTM – A153

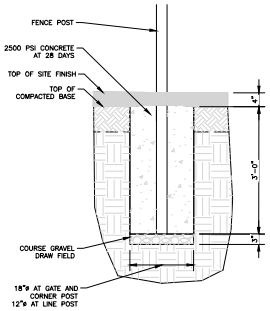
4 FENCE SPECIFICATIONS
SCALE: NOT TO SCALE

1. REFER TO SITE PLAN FOR FENCE OFFSET FROM LEASE LINE.
2. REFER TO FENCE SPECIFICATIONS FOR DETERMINATION AS TO THE USE OF BARBED WIRE OR SMOOTH WIRE.
3. REFER TO SITE PLAN FOR TYPE, SIZE AND QUANTITY OF GATES REQUIRED.
4. USE THESE DETAILS AS A GUIDE AND MINIMUM STANDARDS; OTHERWISE, MATCH EXISTING GATES AND FENCES.

5 FENCE NOTES
SCALE: NOT TO SCALE



6 WIRE ARM SUPPORT
SCALE: NOT TO SCALE



7 FOUNDATION
SCALE: NOT TO SCALE

EXECUTIVE DIRECTOR SIGNATURE DATE

SUBJECT PARCEL
FL-101
PARCEL ID# 20-46-26-E-010C1.00CE
BELLA TERRA OF SW FL INC.
TRACT C-1
BELLA TERRA UNIT 1
FOLID ID: 10488049
INST. NO. 2016000252780
SE 1/4, SEC. 20, T-46-S, R-26-E
LEE COUNTY, FLORIDA

verizon
500 HIDDEN RIDGE,
IRVING, TX 75038

BROADUS TOWERS
4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 76016

BROADUS TOWERS SITE NAME:
FL-101

SITE ADDRESS:
19980 BELLA TERRA BLVD
ESTERO, FL

NEW
175'-0" MONOPOLE TOWER

ISSUED FOR:

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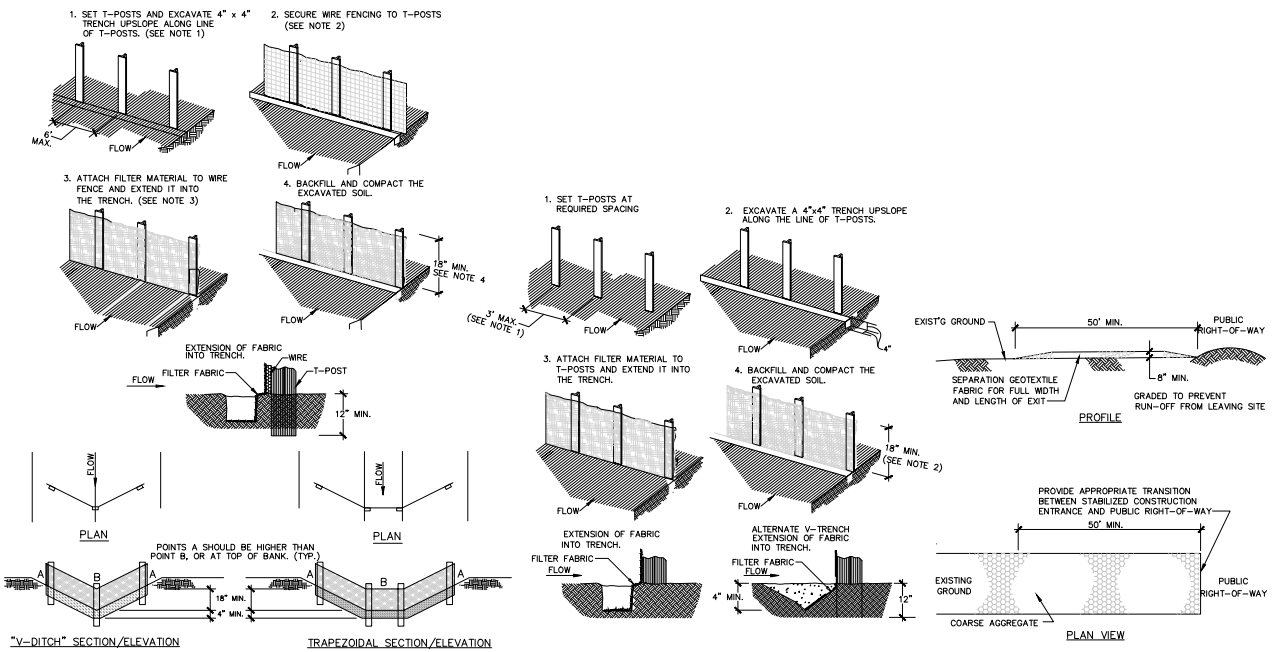
SHEET NUMBER: ZD-6
REVISION: ZDG



CONSTRUCTION NOTES

1. SET STEEL T-POSTS SPACED A MAXIMUM OF 6 FEET APART AND EMBEDDED A MINIMUM OF 12 INCHES.
2. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO T-POSTS WITH WIRETIES.
3. FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24 INCHES AT TOP AND MIDSECTION.
4. MINIMUM HEIGHT OF FILTER SHOULD BE 18 INCHES AND A MAXIMUM OF 36 INCHES ABOVE NATURAL GROUND.
5. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED 6 INCHES AT THE T-POSTS AND FOLDED.

(1) REINFORCED FILTER FABRIC BARRIER
SCALE: NOT TO SCALE

CONSTRUCTION NOTES

1. STEEL T-POST TO BE SET AT MAXIMUM SPACING OF 3 FEET AND EMBEDDED A MINIMUM OF 8 INCHES. IF PREASSEMBLED FENCE WITH SUPPORT NETTING IS USED, SPACING OF T-POSTS MAY BE INCREASED TO 8 FEET MAXIMUM.
2. ATTACH FILTER FABRIC TO T-POSTS. FILTER FABRIC FENCE SHALL HAVE A MINIMUM HEIGHT OF 18 INCHES AND MAXIMUM HEIGHT OF 36 INCHES ABOVE NATURAL GROUND.
3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHOULD BE OVERLAPPED 6 INCHES AT THE T-POSTS AND FOLDED.

(2) FILTER FABRIC BARRIER
SCALE: NOT TO SCALE

CONSTRUCTION NOTES

1. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN 50 FEET.
2. THICKNESS SHALL BE NOT LESS THAN 6 INCHES.
3. WIDTH SHALL BE NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS.
4. STABILIZATION FOR OTHER AREAS SHALL HAVE THE SAME AGGREGATE THICKNESS AND WIDTH REQUIREMENTS AS THE STABILIZED CONSTRUCTION EXIT, UNLESS OTHERWISE SHOWN ON THE CONSTRUCTION DRAWINGS.
5. STABILIZED AREA MAY BE WIDENED OR LENGTHENED TO ACCOMMODATE A TRUCK WASHING AREA. AN OUTLET SEDIMENT TRAP MUST BE PROVIDED FOR THE TRUCK WASHING AREA.

(3) STABILIZED CONSTRUCTION EXIT
SCALE: NOT TO SCALE

1) T-POSTS SHALL BE MEDIUM DUTY, 13 GAUGE STEEL WITH GREEN POWER COAT FINISH. 14 GAUGE "LI" POSTS MAY BE SUBSTITUTED FOR T-POSTS.
2) THE CONTRACTOR SHALL UTILIZE THESE DETAILS AS APPROPRIATE TO THE INDIVIDUAL PROJECT.

(4) GENERAL NOTES
SCALE: NOT TO SCALE

EXECUTIVE DIRECTOR SIGNATURE — DATE

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SHEET NUMBER: ZD-7
REVISION: ZDG

TURFSTONE
COLLECTION

PAVERS

Turfstone is a permeable paver produced with 5,000 psi concrete in a grid like design with voids. The openings can be filled with a variety of substances. Provides a firm "breathable" foundation, requires very little maintenance, combats soil erosion, an affordable alternative to traditional paving, and allows water to penetrate into the soil.

USES: *Driveways, Parking Areas, Walkways, Paths, & Driving Ranges*
COLOR: *Pewter*

H x W x D	WEIGHT	UNITS/PALLET
15 3/4" x 23 5/8" x 3 1/8"	60lbs each	32 per pallet

1 PROPOSED ACCESS ROAD PAVER SPECIFICATIONS
SCALE: NOT TO SCALE

EXECUTIVE DIRECTOR SIGNATURE DATE

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PARCEL ID# 20-46-26-E-010C1.00CE
BELLA TERRA OF SW FL INC.
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SHEET NUMBER: ZD-8
REVISION: ZDG

Michael F. Plahovinsak, P.E.
18301 State Route 161, Plain City, Ohio 43064
(614) 398-6250 - mike@mfpeng.com

March 14, 2024

Broadus Towers

Re: Proposed 175-ft Monopole
Located in Lee Co., FL: FL-101 Bella Terra
MFP Project #: 23523-237 / TAPP Project Number: CP-0709

I understand that there may be some concern on the part of local building officials regarding the potential for failure of the proposed communication monopole. Communication structures are designed in accordance with the Telecommunications Industry Association TIA-222-H , "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures". This Structure is to be fabricated by TransAmerican Power Products

I will design this monopole to withstand a 3-sec. gusted wind speed of 156 mph as recommended by TIA-222-H for Lee Co., FL. The design will also conform to the requirements of the Florida Building Code (8Th Ed. 2023).

This monopole will be designed to accommodate a theoretical fall radius. The upper 89' of the pole will be designed to meet the wind loads of the design, however, the lower portion of the pole will be designed with a minimum 10% extra capacity. Assuming the pole has been fabricated according to my design, and well maintained, in the event of a failure due to extreme wind and comparable appurtenance antenna load (winds in excess of the design wind load), it would yield/buckle at the 86' elevation. The yielded section is designed to swing down and rest on the ground, resulting in an approximate 23-ft fall radius

The structure will be designed with all of the applicable factors as required by the code. A properly designed, constructed and maintained pole has never collapsed; monopoles are safe structures with a long history of reliable operation.

I hope this review of the monopole design has given you a greater degree of comfort regarding the design capacity inherent in pole structures. If you have any additional questions please call me at 614-398-6250 or email mike@mfpeng.com.

Sincerely,

MICHAEL F. PLAHOVINSAK
LICENSE
No 66723
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

MAR 14 2024

Michael F. Plahovinsak, P.E.
Michael Plahovinsak 2024.03.14 12:38:21 -04'00'

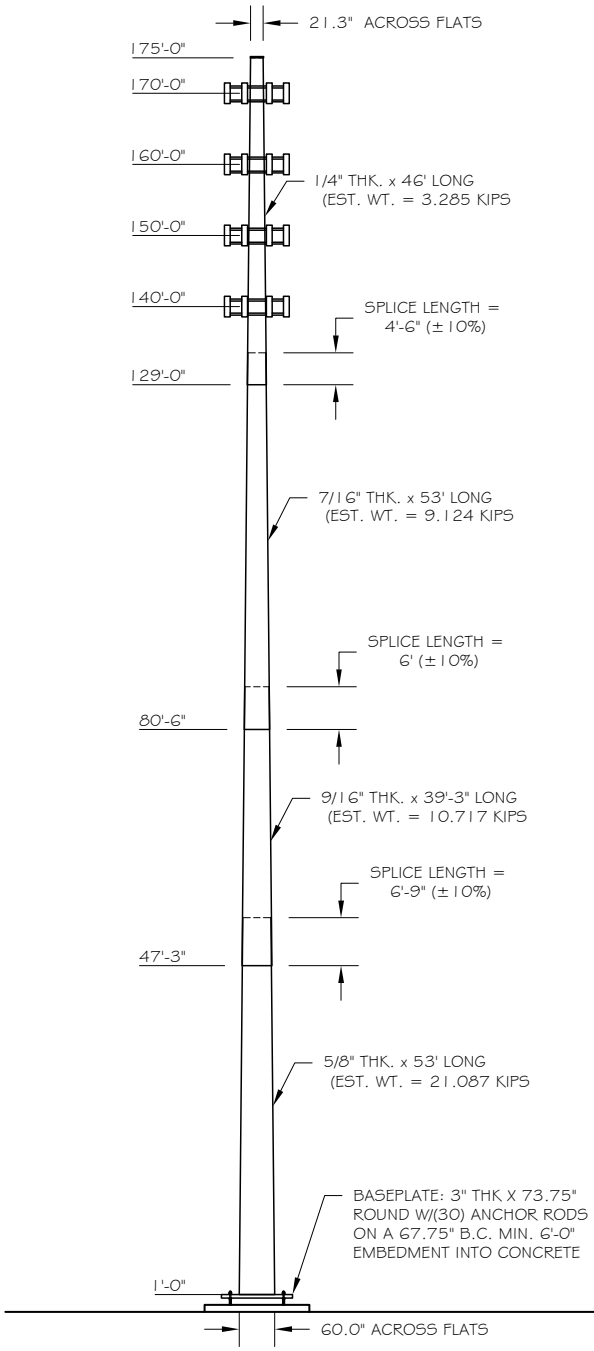
Michael F. Plahovinsak, P.E.
Sole Proprietor - Independent Engineer
P.E. Licensed in 48 Jurisdictions

TAPP
QUALITY STEEL POLES. DELIVERED.

2427 Kelly Lane
Houston, Texas 77066
281-444-8277

Page 1 of 1		Job Number:	23523-237
Eng: MFP		Customer Ref:	CP-0709
		Date:	1/3/2024
Structure:	175-FT MONOPOLE		
Site:	FL-101 BELLA TERRA		
Location:	LEE CO., FL / 26°27'4.2", -81°43'49.1"		
Owner:	BROADUS TOWERS		
Revision No.:	Revision Date:		

DESIGN			
Building Code: FLORIDA BUILDING CODE (8th Ed. 2023)			
Design Standard: TIA-222-H			
Wind Speed Load Cases: ASCE-7-22 WIND SPEED			
Load Case #1: 156 MPH Design Wind Speed			
Load Case #2: 60 MPH Service Wind Speed			
Structure Class Risk Category	Exposure Cat.	Topography Cat.	Crest Height
II	C	1	



EQUIPMENT LIST	
Elev.	Description
170	SEE SKETCH ON PAGE 2 FOR LOADING
170	SECTOR MOUNTS
160	(4) FFVV-65C-R3-V1 + (4) AIR6419 B41 + (8) RRU
160	SECTOR MOUNTS
150	(4) FFVV-65C-R3-V1 + (4) AIR6419 B41 + (8) RRU
150	SECTOR MOUNTS
140	(4) FFVV-65C-R3-V1 + (4) AIR6419 B41 + (8) RRU
140	SECTOR MOUNTS

ANTENNA FEED LINES ROUTED ON THE INSIDE OF THE POLE
POLE DESIGNED FOR A MAX 23-FT FALL RADIUS

STRUCTURE PROPERTIES

Cross-Section: 18-Sided | Taper: 0.23707 in/ft
Shaft Steel: ASTM A572 GR 65 | Baseplate Steel: ASTM A572 GR 50
Anchor Rods: 2.25 in. A615 GR. 75 X 7'-0"

Sect.	Length (ft)	Thickness (in)	Splice (ft)	Top Dia. (in)	Bot Dia. (in)
1	46.00	0.2500	4.50	21.25	32.16
2	53.00	0.4375	6.00	30.59	43.15
3	39.25	0.5625	6.75	40.86	50.16
4	53.00	0.6250	0.00	47.44	60.00

This item has been digitally signed and sealed by **Michael F. Plahovinsak, P.E. #66723** using a Digital Signature.

Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

MICHAEL F. PLAHOVINSAK LICENSE No 66723 STATE OF FLORIDA PROFESSIONAL ENGINEER

1.3.2024

MICHAEL F. PLAHOVINSAK, P.E. #66723
Sole Proprietor - Independent Engineer
18301 S.R. 161, Plain City, OH 43064
614-398-6250 / mike@mfpeng.com

BASE REACTIONS FOR FOUNDATION DESIGN

Moment: 9990 ft-kip
Shear: 77 kip
Axial: 81 kip

tnxTower	Job: 175-ft Monopole - MFP #23523-237	Page: 1 of 7
Michael Plahovinsak, P.E. 18301 State Route 161 Plain City, OH 43064 Phone: 614-398-6250 FAX: mike@mfpeng.com	Project: FL-101 Bella Terra	Date: 11:10:39 01/03/24
	Client: CP-0709	Designed by: JC

Tower Input Data

The tower is a monopole.
This tower is designed using the TIA-222-H standard.
The following design criteria apply:

Tower base elevation above sea level: 23.00 ft.
Basic wind speed of 156 mph.
Risk Category II.
Exposure Category C.
Simplified Topographic Factor Procedure for wind speed-up calculations is used.
Topographic Category: 1.
Crest Height: 0.00 ft.
Deflections calculated using a wind speed of 60 mph.
A non-linear (P-delta) analysis was used.
Pressures are calculated at each section.
Stress ratio used in pole design is 1.
Local bending stresses due to climbing loads, feed line supports, and appurtenance mounts are not considered.

Tapered Pole Section Geometry

Section	Elevation ft	Section Length ft	Splice Length ft	Number of Sides	Top Diameter in	Bottom Diameter in	Wall Thickness in	Bend Radius in	Pole Grade
L1	175.00-129.00	46.00	4.50	18	21.2500	32.1552	0.2500	1.0000	A572-65 (65 ksi)
L2	129.00-80.50	53.00	6.00	18	30.5884	43.1530	0.4375	1.7500	A572-65 (65 ksi)
L3	80.50-47.25	39.25	6.75	18	40.8556	50.1606	0.5625	2.2500	A572-65 (65 ksi)
L4	47.25-1.00	53.00		18	47.4353	60.0000	0.6250	2.5000	A572-65 (65 ksi)

Tapered Pole Properties

Section	Tip Dia. in	Area in^2	I in^4	r in	C in	I/C in^3	J in^4	It/Q in^2	w in	w/t
L1	21.5392	16.6635	928.4153	7.4550	10.7950	86.0042	1858.0521	8.3333	3.3000	13.2
	32.6127	25.3168	3255.8745	11.3263	16.3348	199.3210	6516.0331	12.6608	5.2193	20.877
L2	32.0760	41.8682	4808.6330	10.7036	15.5389	309.4580	9623.5932	20.9381	4.6136	10.545
	43.7512	59.3158	13673.4917	15.1640	21.9217	623.7414	27364.9753	29.6636	6.8249	15.6
L3	42.8434	71.9383	14755.6736	14.3041	20.7546	710.9576	29530.7632	35.9760	6.2006	11.023
	50.8476	88.5511	27520.7946	17.6073	25.4816	1080.0277	55077.8017	44.2840	7.8383	13.935
L4	49.6956	92.8600	25706.9123	16.6177	24.0972	1066.8028	51447.6504	46.4388	7.2486	11.598
	60.8292	117.7852	52460.8421	21.0781	30.4800	1721.1562	104990.7136	58.9038	9.4600	15.136

Tower Elevation ft	Gusset Area (per face) ft^2	Gusset Thickness in	Gusset Grade	Adjust. Factor A_f	Adjust. Factor A_r	Weight Mult.	Double Angle Stitch Bolt Spacing Diagonals in	Double Angle Stitch Bolt Spacing Horizontals in	Double Angle Stitch Bolt Spacing Redundants in
L1 175.00-129.00				1	1	1			
L2 129.00-80.50				1	1	1			
L3 80.50-47.25				1	1	1			

tnxTower	Job: 175-ft Monopole - MFP #23523-237	Page: 2 of 7
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	Client: CP-0709	Designed by: JC

Tower Elevation ft	Gusset Area (per face) ft^2	Gusset Thickness in	Gusset Grade	Adjust. Factor A_f	Adjust. Factor A_r	Weight Mult.	Double Angle Stitch Bolt Spacing Diagonals in	Double Angle Stitch Bolt Spacing Horizontals in	Double Angle Stitch Bolt Spacing Redundants in
L4 47.25-1.00				1	1	1			

Feed Line/Linear Appurtenances - Entered As Area

Description	Face or Leg	Allow Shield	Exclude From Torque Calculation	Component Type	Placement ft	Total Number		C_AA_A ft^2/ft	Weight plf
1 5/8"	C	No	Yes	Inside Pole	170.00 - 1.00	18	No Ice	0.00	0.92
1 5/8"	C	No	Yes	Inside Pole	160.00 - 1.00	18	No Ice	0.00	0.92
1 5/8"	C	No	Yes	Inside Pole	150.00 - 1.00	18	No Ice	0.00	0.92
1 5/8"	C	No	Yes	Inside Pole	140.00 - 1.00	18	No Ice	0.00	0.92

Feed Line/Linear Appurtenances Section Areas

Tower Section	Tower Elevation ft	Face	A_R ft^2	A_F ft^2	C_AA_A In Face ft^2	C_AA_A Out Face ft^2	Weight K
L1	175.00-129.00	A	0.000	0.000	0.000	0.000	0.00
		B	0.000	0.000	0.000	0.000	0.00
		C	0.000	0.000	0.000	0.000	1.72
L2	129.00-80.50	A	0.000	0.000	0.000	0.000	0.00
		B	0.000	0.000	0.000	0.000	0.00
		C	0.000	0.000	0.000	0.000	3.20
L3	80.50-47.25	A	0.000	0.000	0.000	0.000	0.00
		B	0.000	0.000	0.000	0.000	0.00
		C	0.000	0.000	0.000	0.000	2.20
L4	47.25-1.00	A	0.000	0.000	0.000	0.000	0.00
		B	0.000	0.000	0.000	0.000	0.00
		C	0.000	0.000	0.000	0.000	3.05

Discrete Tower Loads

Description	Face or Leg	Offset Type	Offsets: Horz Lateral Vert ft ft ft	Azimuth Adjustment °	Placement ft		C_AA_A Front ft^2	C_AA_A Side ft^2	Weight K
Commscope NHHSS-45C-R2BT4 w/ mount pipe	A	From Face	3.00 0.00 0.00	0.0000	170.00	No Ice	15.90	9.48	0.12
Commscope NHHSS-65C-R2BT4 w/ mount pipe	A	From Face	3.00 0.00 0.00	0.0000	170.00	No Ice	11.35	9.57	0.09
Ericsson AIR6419 B41 w/ mount pipe	A	From Face	3.00 0.00 0.00	0.0000	170.00	No Ice	6.53	3.74	0.10
Commscope NHH-45C-R2B	B	From Face	3.00 0.00 0.00	0.0000	170.00	No Ice	15.90	9.48	0.11
Commscope NHHSS-65C-R2BT4 w/	B	From Face	3.00 0.00	0.0000	170.00	No Ice	11.35	9.57	0.09

tnxTower	Job: 175-ft Monopole - MFP #23523-237	Page: 3 of 7
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	Client: CP-0709	Designed by: JC

Description	Face or Leg	Offset Type	Offsets: Horz Lateral Vert ft ft ft	Azimuth Adjustment °	Placement ft		C_AA_A Front ft^2	C_AA_A Side ft^2	Weight K
mount pipe			0.00						
Ericsson AIR6419 B41 w/ mount pipe	B	From Face	3.00 0.00 0.00	0.0000	170.00	No Ice	6.53	3.74	0.10
(2) Commscope NHH-65C-R2B w/ mount pipe	C	From Face	3.00 0.00 0.00	0.0000	170.00	No Ice	11.35	9.54	0.08
Ericsson AIR6419 B41 w/ mount pipe	C	From Face	3.00 0.00 0.00	0.0000	170.00	No Ice	6.53	3.74	0.10
(3) Ericsson 4408	A	From Face	2.00 0.00 0.00	0.0000	170.00	No Ice	0.55	0.28	0.01
(3) Ericsson 4490	B	From Face	2.00 0.00 0.00	0.0000	170.00	No Ice	1.39	0.92	0.07
(3) Ericsson 4890	C	From Face	2.00 0.00 0.00	0.0000	170.00	No Ice	2.70	1.25	0.07
Raycap OVP 12	A	From Face	2.00 0.00 0.00	0.0000	170.00	No Ice	3.78	2.51	0.03
Sector Mounts **	C	None		0.0000	170.00	No Ice	30.00	30.00	2.00
(2) Commscope FFVV-65C-R3-V1	A	From Face	3.00 0.00 0.00	0.0000	160.00	No Ice	21.12	11.22	0.21
Ericsson AIR6419 B41 w/ mount pipe	A	From Face	3.00 0.00 0.00	0.0000	160.00	No Ice	6.53	3.74	0.10
Commscope FFVV-65C-R3-V1	B	From Face	3.00 0.00 0.00	0.0000	160.00	No Ice	21.12	11.22	0.21
(2) Ericsson AIR6419 B41 w/ mount pipe	B	From Face	3.00 0.00 0.00	0.0000	160.00	No Ice	6.53	3.74	0.10
Commscope FFVV-65C-R3-V1	C	From Face	3.00 0.00 0.00	0.0000	160.00	No Ice	21.12	11.22	0.21
Ericsson AIR6419 B41 w/ mount pipe	C	From Face	3.00 0.00 0.00	0.0000	160.00	No Ice	6.53	3.74	0.10
(4) Ericsson 4460	A	From Face	2.00 0.00 0.00	0.0000	160.00	No Ice	2.56	1.98	0.11
(4) Ericsson 4480	B	From Face	2.00 0.00 0.00	0.0000	160.00	No Ice	2.80	1.38	0.09
Sector Mounts **	C	None		0.0000	160.00	No Ice	30.00	30.00	2.00
(2) Commscope FFVV-65C-R3-V1	A	From Face	3.00 0.00 0.00	0.0000	150.00	No Ice	21.12	11.22	0.21
Ericsson AIR6419 B41 w/ mount pipe	A	From Face	3.00 0.00 0.00	0.0000	150.00	No Ice	6.53	3.74	0.10
Commscope	B	From Face	3.00	0.0000	150.00	No Ice	21.12	11.22	0.21

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	Client: CP-0709	Designed by: JC

Description	Face or Leg	Offset Type	Offsets: Horz Lateral Vert ft ft ft	Azimuth Adjustment °	Placement ft		C_AA_A Front ft^2	C_AA_A Side ft^2	Weight K
FFVV-65C-R3-V1			0.00 0.00						
(2) Ericsson AIR6419 B41 w/ mount pipe	B	From Face	3.00 0.00 0.00	0.0000	150.00	No Ice	6.53	3.74	0.10
Commscope FFVV-65C-R3-V1	C	From Face	3.00 0.00 0.00	0.0000	150.00	No Ice	21.12	11.22	0.21
Ericsson AIR6419 B41 w/ mount pipe	C	From Face	3.00 0.00 0.00	0.0000	150.00	No Ice	6.53	3.74	0.10
(4) Ericsson 4460	A	From Face	2.00 0.00 0.00	0.0000	150.00	No Ice	2.56	1.98	0.11
(4) Ericsson 4480	B	From Face	2.00 0.00 0.00	0.0000	150.00	No Ice	2.80	1.38	0.09
Sector Mounts **	C	None		0.0000	150.00	No Ice	30.00	30.00	2.00
(2) Commscope FFVV-65C-R3-V1	A	From Face	3.00 0.00 0.00	0.0000	140.00	No Ice	21.12	11.22	0.21
Ericsson AIR6419 B41 w/ mount pipe	A	From Face	3.00 0.00 0.00	0.0000	140.00	No Ice	6.53	3.74	0.10
Commscope FFVV-65C-R3-V1	B	From Face	3.00 0.00 0.00	0.0000	140.00	No Ice	21.12	11.22	0.21
(2) Ericsson AIR6419 B41 w/ mount pipe	B	From Face	3.00 0.00 0.00	0.0000	140.00	No Ice	6.53	3.74	0.10
Commscope FFVV-65C-R3-V1	C	From Face	3.00 0.00 0.00	0.0000	140.00	No Ice	21.12	11.22	0.21
Ericsson AIR6419 B41 w/ mount pipe	C	From Face	3.00 0.00 0.00	0.0000	140.00	No Ice	6.53	3.74	0.10
(4) Ericsson 4460	A	From Face	2.00 0.00 0.00	0.0000	140.00	No Ice	2.56	1.98	0.11
(4) Ericsson 4480	B	From Face	2.00 0.00 0.00	0.0000	140.00	No Ice	2.80	1.38	0.09
Sector Mounts	C	None		0.0000	140.00	No Ice	30.00	30.00	2.00

Load Combinations

Comb. No.	Description
1	Dead Only
2	1.2 Dead+1.0 Wind 0 deg - No Ice
3	0.9 Dead+1.0 Wind 0 deg - No Ice
4	1.2 Dead+1.0 Wind 90 deg - No Ice
5	0.9 Dead+1.0 Wind 90 deg - No Ice
6	1.2 Dead+1.0 Wind 180 deg - No Ice

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Comb. No.	Description
7	0.9 Dead+1.0 Wind 180 deg - No Ice
8	Dead+Wind 0 deg - Service
9	Dead+Wind 90 deg - Service
10	Dead+Wind 180 deg - Service

Maximum Member Forces

Section No.	Elevation ft	Component Type	Condition	Gov. Load Comb.	Axial K	Major Axis Moment kip-ft	Minor Axis Moment kip-ft
L1	175 - 129	Pole	Max Tension	9	0.00	-0.00	-0.00
			Max. Compression	1	-19.92	1.52	5.76
			Max. Mx	4	-16.97	-1047.38	-1.21
			Max. My	2	-17.59	8.33	1011.87
			Max. Vy	4	49.36	-1047.38	-1.21
			Max. Vx	2	-46.91	8.33	1011.87
			Max. Torque	4			11.09
L2	129 - 80.5	Pole	Max Tension	1	0.00	0.00	0.00
			Max. Compression	6	-33.26	-24.16	-3378.43
			Max. Mx	4	-32.86	-3544.43	-18.99
			Max. My	2	-33.25	27.50	3392.56
			Max. Vy	4	56.89	-3544.43	-18.99
			Max. Vx	2	-54.41	27.50	3392.56
			Max. Torque	4			11.06
L3	80.5 - 47.25	Pole	Max Tension	1	0.00	0.00	0.00
			Max. Compression	6	-49.23	-36.88	-5237.29
			Max. Mx	4	-48.99	-5484.10	-31.57
			Max. My	2	-49.23	40.47	5251.61
			Max. Vy	4	62.31	-5484.10	-31.57
			Max. Vx	2	-59.84	40.47	5251.61
			Max. Torque	4			10.94
L4	47.25 - 1	Pole	Max Tension	1	0.00	0.00	0.00
			Max. Compression	6	-81.24	-57.32	-8614.46
			Max. Mx	4	-81.24	-8990.40	-51.96
			Max. My	2	-81.24	60.94	8628.93
			Max. Vy	4	69.37	-8990.40	-51.96
			Max. Vx	2	-67.00	60.94	8628.93
			Max. Torque	4			10.90

Maximum Tower Deflections - Service Wind

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
L1	175 - 129	24.625	9	1.3130	0.0057
L2	133.5 - 80.5	13.812	9	1.0750	0.0031
L3	86.5 - 47.25	5.359	9	0.6111	0.0010
L4	54 - 1	2.019	9	0.3546	0.0005

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	Client: CP-0709	Designed by: JC

Critical Deflections and Radius of Curvature - Service Wind

Elevation ft	Appurtenance	Gov. Load Comb.	Deflection in	Tilt °	Twist °	Radius of Curvature ft
170.00	Commscope NHHSS-45C-R2BT4 w/ mount pipe	9	23.246	1.2902	0.0079	43915
160.00	(2) Commscope FFVV-65C-R3-V1	9	20.514	1.2425	0.0070	14638
150.00	(2) Commscope FFVV-65C-R3-V1	9	17.864	1.1886	0.0061	8782
140.00	(2) Commscope FFVV-65C-R3-V1	9	15.348	1.1244	0.0052	6272

Maximum Tower Deflections - Design Wind

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
L1	175 - 129	186.714	4	9.9835	0.0421
L2	133.5 - 80.5	104.830	4	8.1751	0.0228
L3	86.5 - 47.25	40.713	4	4.6456	0.0075
L4	54 - 1	15.339	4	2.6952	0.0035

Critical Deflections and Radius of Curvature - Design Wind

Elevation ft	Appurtenance	Gov. Load Comb.	Deflection in	Tilt °	Twist °	Radius of Curvature ft
170.00	Commscope NHHSS-45C-R2BT4 w/ mount pipe	4	176.272	9.8105	0.0580	6157
160.00	(2) Commscope FFVV-65C-R3-V1	4	155.592	9.4485	0.0514	2049
150.00	(2) Commscope FFVV-65C-R3-V1	4	135.523	9.0390	0.0448	1225
140.00	(2) Commscope FFVV-65C-R3-V1	4	116.473	8.5503	0.0384	871

Pole Design Data

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
L1	175 - 129 (1)	TP32.1552x21.25x0.25	46.00	0.00	0.0	24.4702	-16.97	1431.51	0.012
L2	129 - 80.5 (2)	TP43.153x30.5884x0.4375	53.00	0.00	0.0	57.3406	-32.86	3354.43	0.010
L3	80.5 - 47.25 (3)	TP50.1606x40.8556x0.5625	39.25	0.00	0.0	85.6942	-48.99	5013.11	0.010
L4	47.25 - 1 (4)	TP60x47.4353x0.625	53.00	0.00	0.0	110.9170	-72.55	6488.62	0.011

Pole Bending Design Data

Section No.	Elevation ft	Size	M_{ux} kip-ft	ϕM_{nx} kip-ft	Ratio $\frac{M_{ux}}{\phi M_{nx}}$	M_{uy} kip-ft	ϕM_{ny} kip-ft	Ratio $\frac{M_{uy}}{\phi M_{ny}}$
L1	175 - 129 (1)	TP32.1552x21.25x0.25	1047.38	1085.28	0.965	0.00	1085.28	0.000
L2	129 - 80.5 (2)	TP43.153x30.5884x0.4375	3544.47	3607.57	0.983	0.00	3607.57	0.000
L3	80.5 - 47.25 (3)	TP50.1606x40.8556x0.5625	5484.19	6259.87	0.876	0.00	6259.87	0.000
L4	47.25 - 1 (4)	TP60x47.4353x0.625	7989.73	9443.42	0.846	0.00	9443.42	0.000

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Pole Shear Design Data

Section No.	Elevation ft	Size	Actual V_u K	ϕV_n K	Ratio $\frac{V_u}{\phi V_n}$	Actual T_u kip-ft	ϕT_n kip-ft	Ratio $\frac{T_u}{\phi T_n}$
L1	175 - 129 (1)	TP32.1552x21.25x0.25	49.37	429.45	0.115	11.07	1159.81	0.010
L2	129 - 80.5 (2)	TP43.153x30.5884x0.4375	56.89	1006.33	0.057	10.95	3639.13	0.003
L3	80.5 - 47.25 (3)	TP50.1606x40.8556x0.5625	62.31	1503.93	0.041	10.90	6321.64	0.002
L4	47.25 - 1 (4)	TP60x47.4353x0.625	68.08	1966.68	0.035	10.88	9531.50	0.001

Pole Interaction Design Data

Section No.	Elevation ft	Ratio $\frac{P_u}{\phi P_n}$	Ratio $\frac{M_{ux}}{\phi M_{nx}}$	Ratio $\frac{M_{uy}}{\phi M_{ny}}$	Ratio $\frac{V_u}{\phi V_n}$	Ratio $\frac{T_u}{\phi T_n}$	Comb. Stress Ratio	Allow. Stress Ratio	Criteria
L1	175 - 129 (1)	0.012	0.965	0.000	0.115	0.010	0.992 ✔	1.000	4.8.2 ✔
L2	129 - 80.5 (2)	0.010	0.983	0.000	0.057	0.003	0.996 ✔	1.000	4.8.2 ✔
L3	80.5 - 47.25 (3)	0.010	0.876	0.000	0.041	0.002	0.888 ✔	1.000	4.8.2 ✔
L4	47.25 - 1 (4)	0.011	0.846	0.000	0.035	0.001	0.859 ✔	1.000	4.8.2 ✔

Section Capacity Table

Section No.	Elevation ft	Component Type	Size	Critical Element	P K	ϕP_{allow} K	% Capacity	Pass Fail
L1	175 - 129	Pole	TP32.1552x21.25x0.25	1	-16.97	1431.51	99.2	Pass
L2	129 - 80.5	Pole	TP43.153x30.5884x0.4375	2	-32.86	3354.43	99.6	Pass
L3	80.5 - 47.25	Pole	TP50.1606x40.8556x0.5625	3	-48.99	5013.11	88.8	Pass
L4	47.25 - 1	Pole	TP60x47.4353x0.625	4	-72.55	6488.62	85.9	Pass
							Summary	
						Pole (L2)	99.6	Pass
						RATING =	**99.6**	**Pass**

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Plain City, OH 43064
Phone: 614-398-6250
email: mike@mfpeng.com

Job 175-ft monopole - MFP #23523-237	**Page** BP & AB Calc	
Project FL-101 Bella Terra	**Date** 1/3/2024	
Client TAPP CP-0709	**Designed by** Mike	

Anchor Rod and Base Plate Calculation

TIA-222-H

Factored Base Reactions:			***Pole Shape:***	***Anchor Rods:***	***Base Plate:***
Moment:	8991	ft-kips	18-Sided	(30) 2.25 in. A615 GR. 75	3 in. x 73.75 in. Round
Shear:	69	kips	***Pole Dia. (D_f):***	Anchor Rods Evenly Spaced	fy = 50 ksi
Axial:	81	kips	60.00 in	On a 67.75 in Bolt Circle	

Anchor Rod Calculation According to TIA-222-H section 4.9.9

ϕ_t , ϕ_v = 0.75 TIA 4.9.6
I_{bolts} = 17212.73 in^2 Momet of Inertia
P_u = 210 kips Tension Force
V_u = 2.3 kips Shear Force
Rnt = 325.00 kips Nominal Tensile Strength
Rnv = 198.80 kips (0.5 x fu x ag)
Stress Rating = **86.0%** Satisfies TIA-H 4.9.9

Base Plate Calculation According to TIA-222-H

ϕ = 0.90 TIA 4.7
M_{PL} = 504.1 in-kip Plate Moment
L = 6.3 in Section Length
Z = 14.1 Plastic Section Modulus
M_P = 706.9 in-kip Plastic Moment
ϕM_n = 636.2 in-kip Factored Resistance

Calculated Moment vs Factored Resistance
504.12 in-kip $\leq$ 636 in-kip

Stress Rating = **79.2%**

Anchor Rods Are Adequate	**86.0%**	☑
Base Plate is Adequate	**79.2%**	☑

FL-101 BELLA TERRA 178’ AGL MONOPOLE

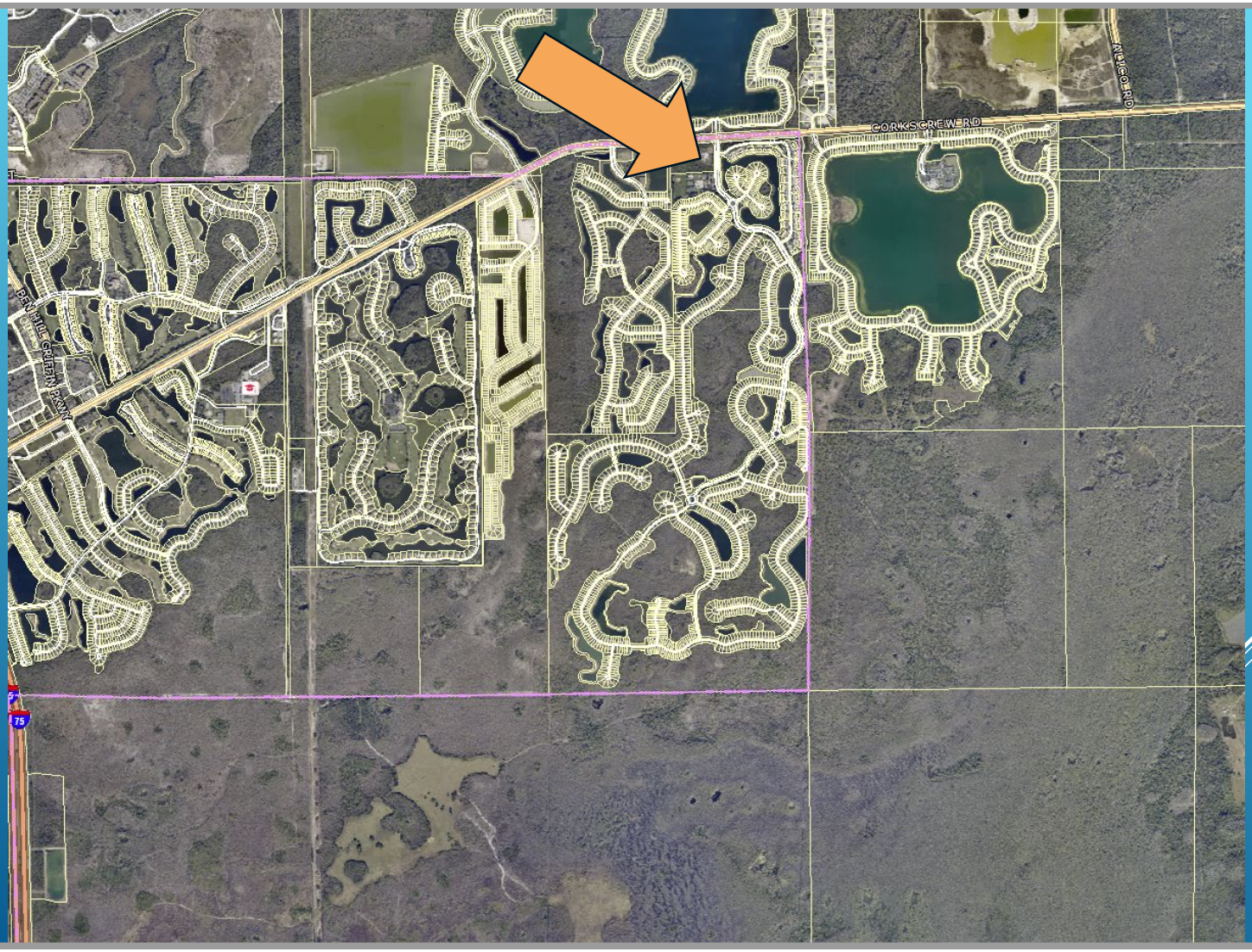
Broadus Towers, LLC

Case #: DCI2023-E002

Village Council – 05/01/2024

AERIALS AND ZONING MAPS

Mattaniah S. Jahn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N I-75 CORRIDOR
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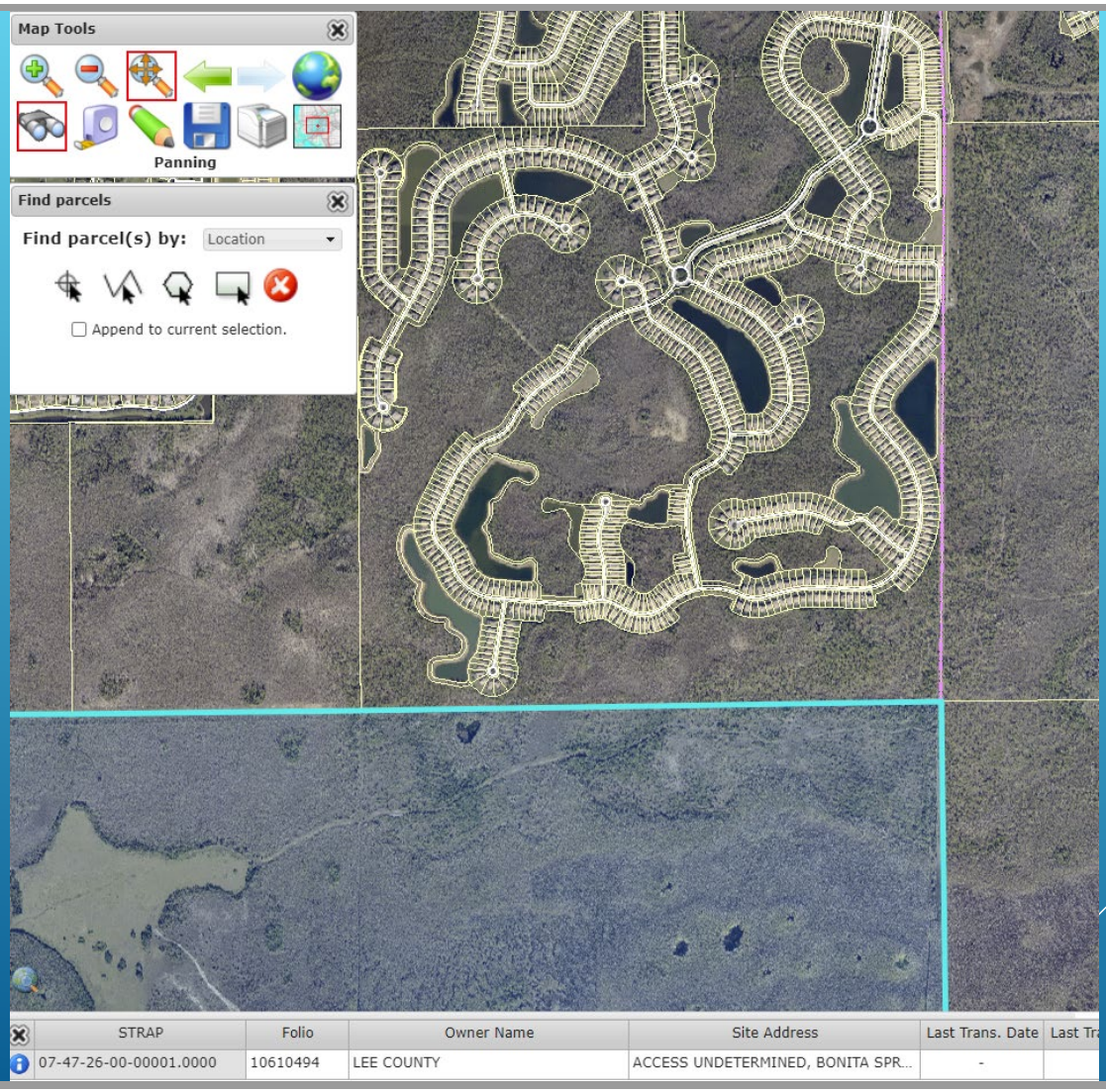
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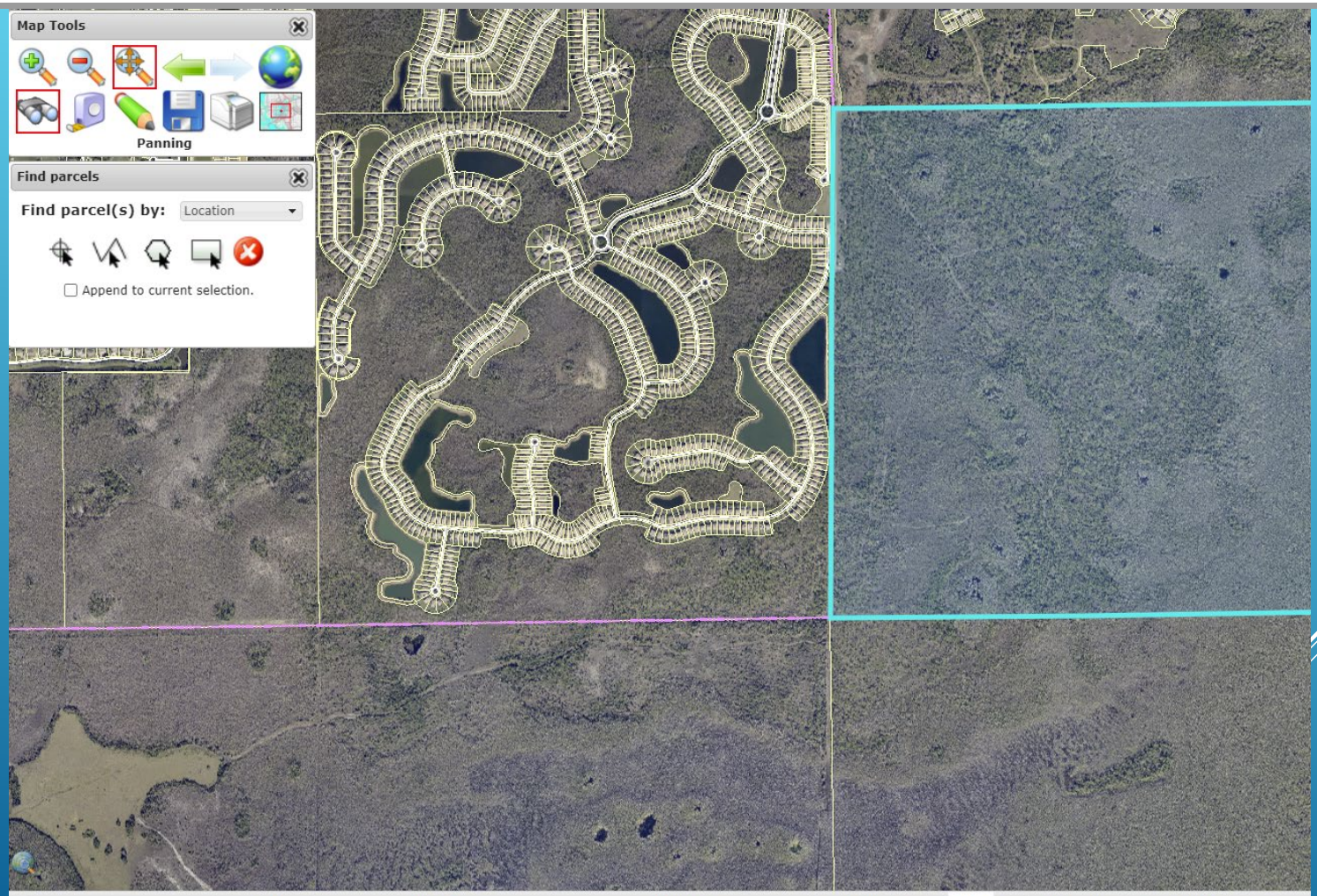
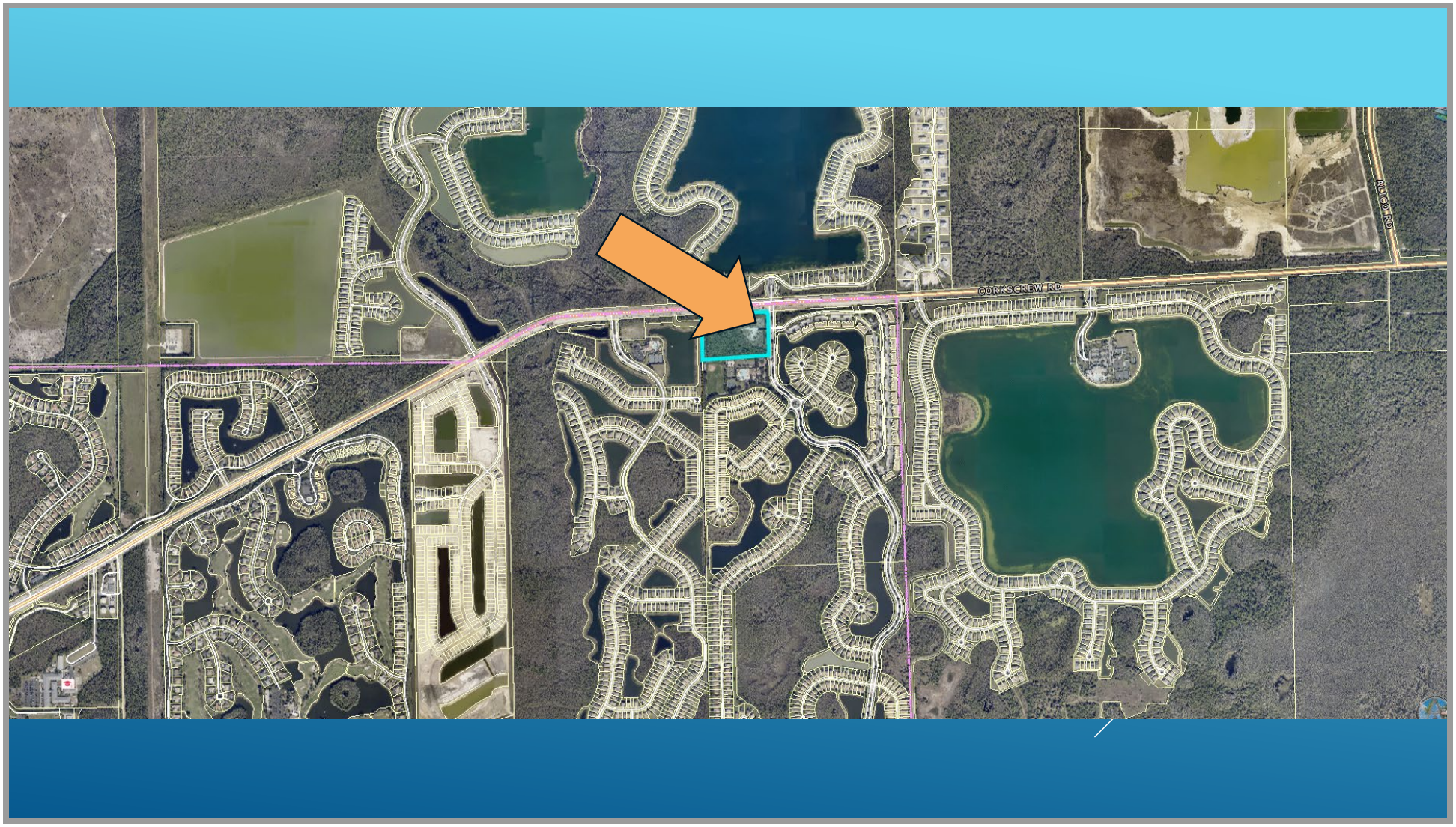
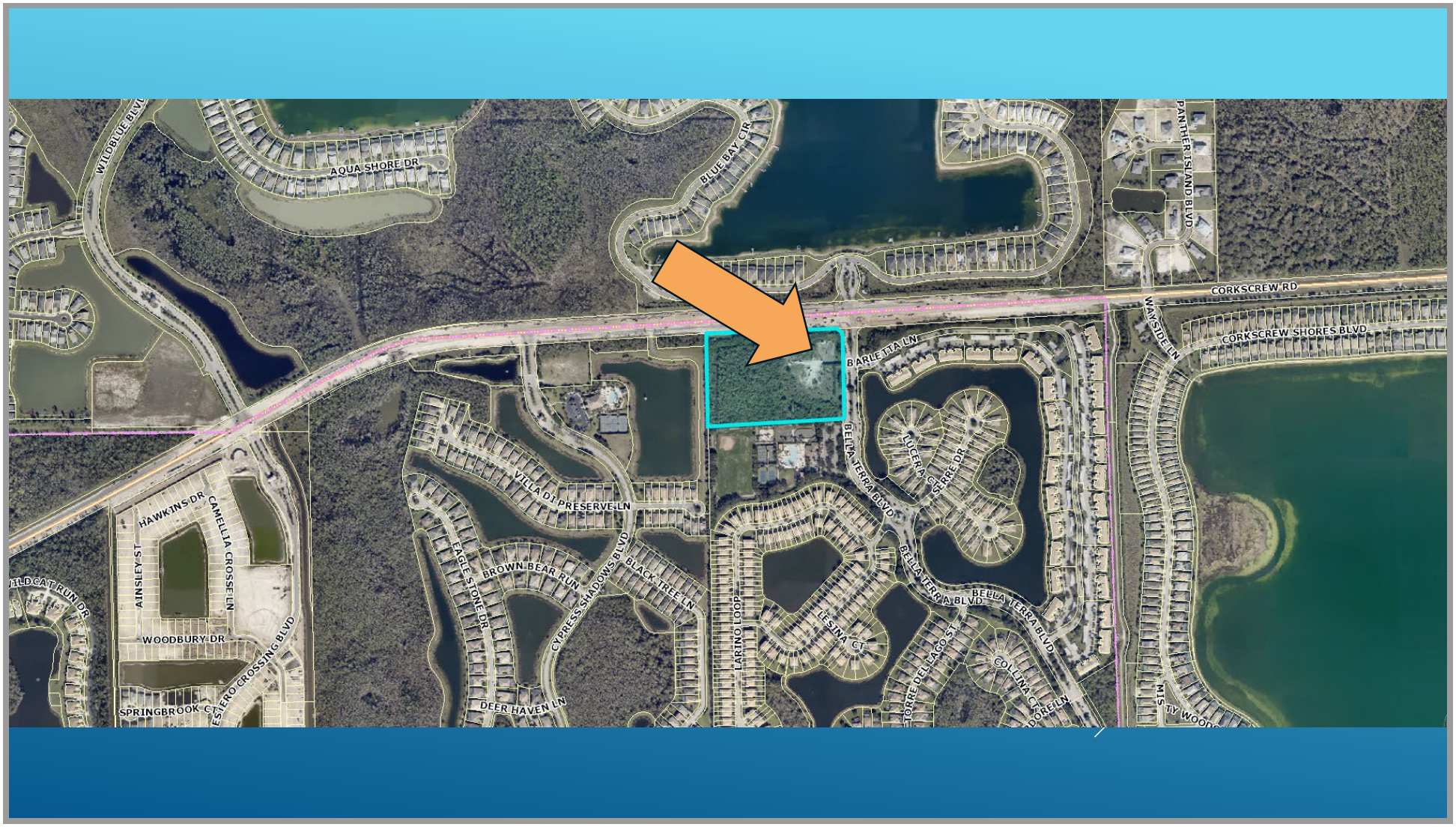
10610494
LEE COUNTY
ACCESS UNDETERMINED, BONITA SPR...
-

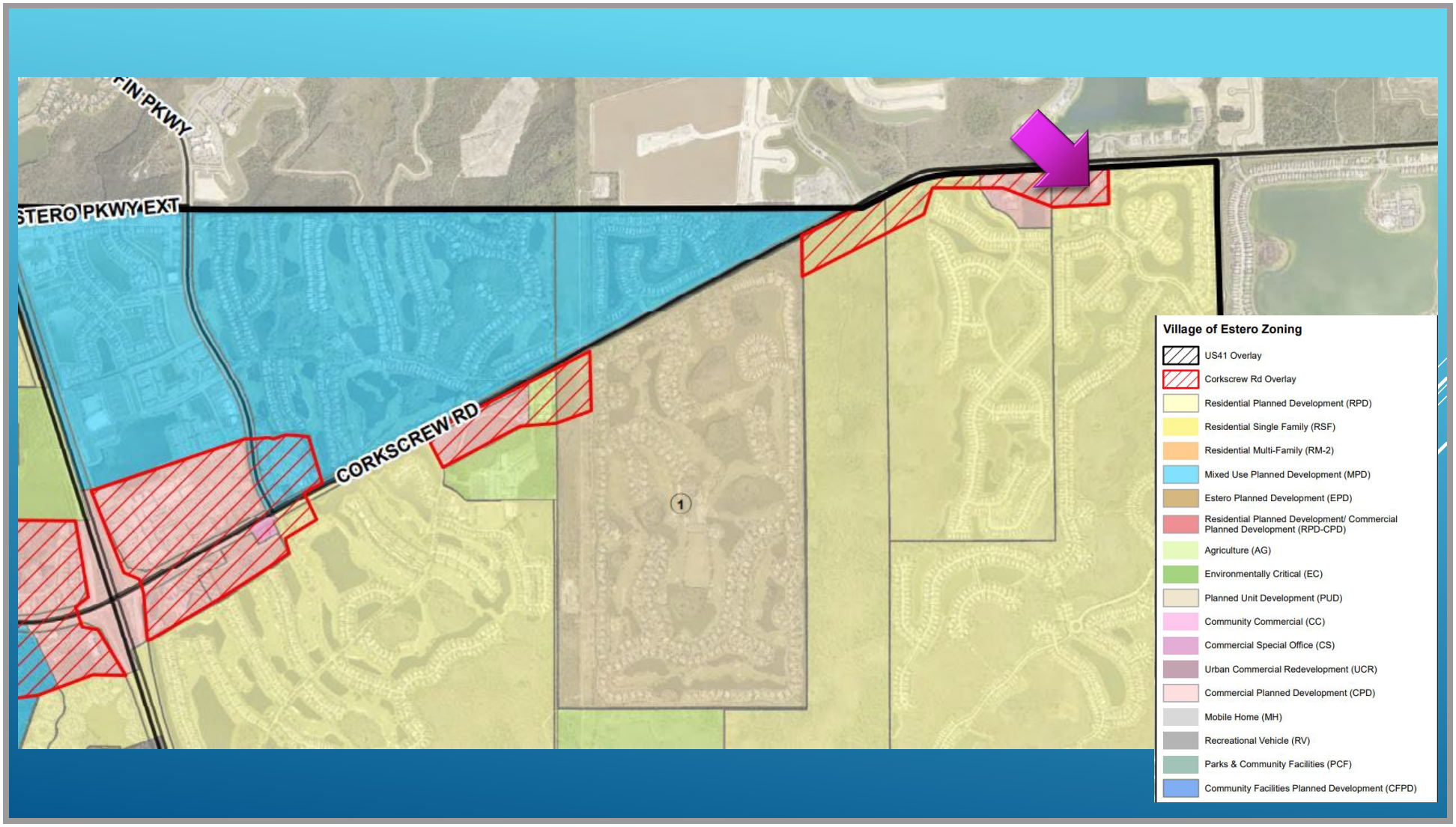


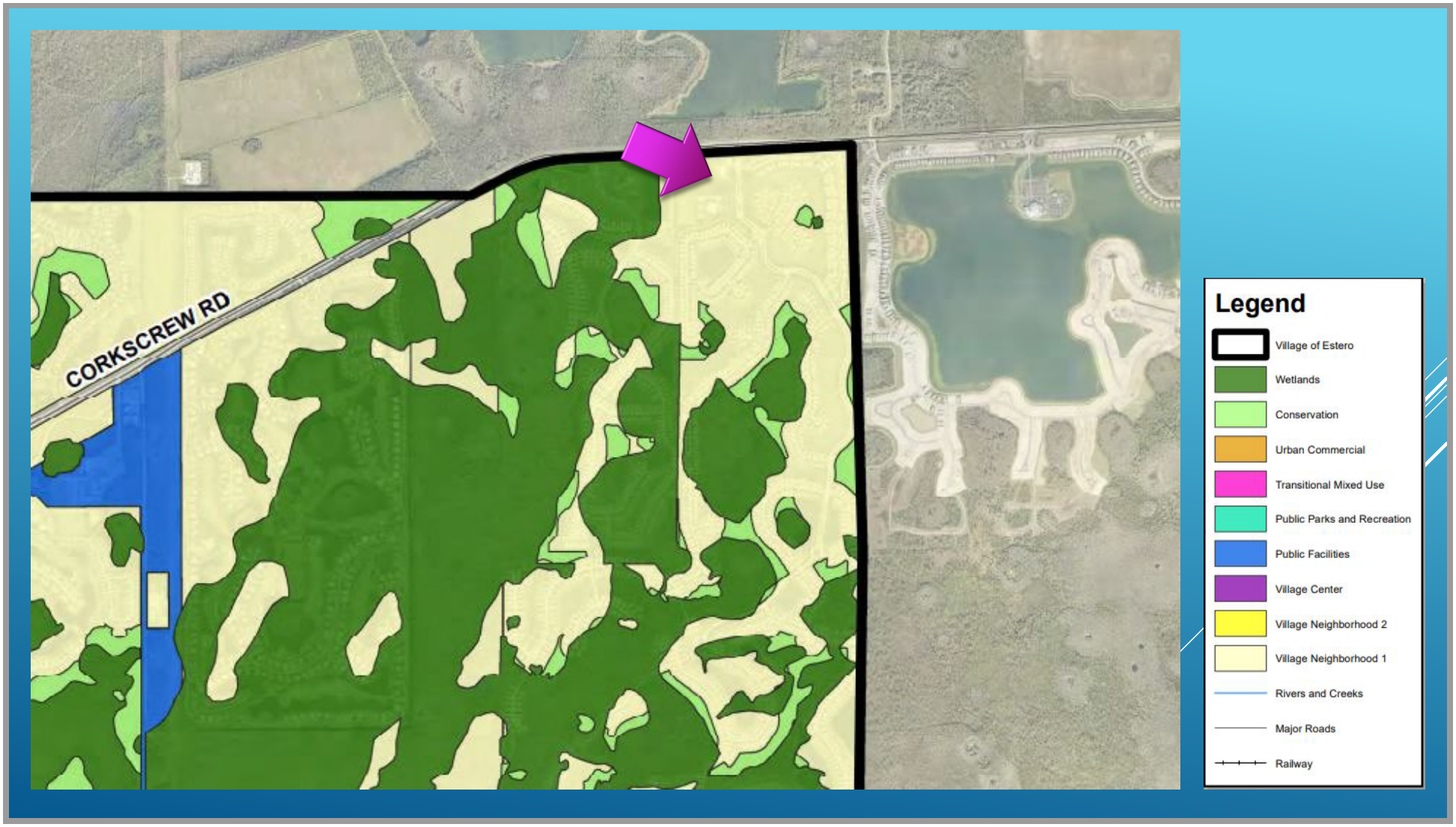
STRAP	Folio	Owner Name	Site Address	Last Trans. Date	Last Trans. Amt	Just Value	Taxable Value
33-46-26-00-00001.0000	10352119	LEE COUNTY	ACCESS UNDETERMINED, ESTERO	12-1992	$ 2,244,800	$ 3,161,150	$ 0


CORKSCREW RD
ALICO RD


WILDBLUE BLVD
AQUA SHORE DR
BLUE BAY CIR
PANTHER ISLAND BLVD
CORKSCREW RD
WAYSIDE LN
CORKSCREW SHORES BLVD
BARLETTA LN
BELLA TERRA BLVD
LUCERA CERRE DR
VILLA DI PRESERVE LN
HAWKINS DR
CAMELLIA CROSSE LN
AINSLEY ST
EAGLE STONE DR
BROWN BEAR RUN
CYPRESS SHADOWS BLVD
BLACK TREE LN
LARINO LOOP
TESINA CT
TORRE DEL LAGO ST
COLLINA CT
WILDCAT RUN DR
WOODBURY DR
ESTERO CROSSING BLVD
SPRINGBROOK CT
DEER HAVEN LN
MISTY WOOD

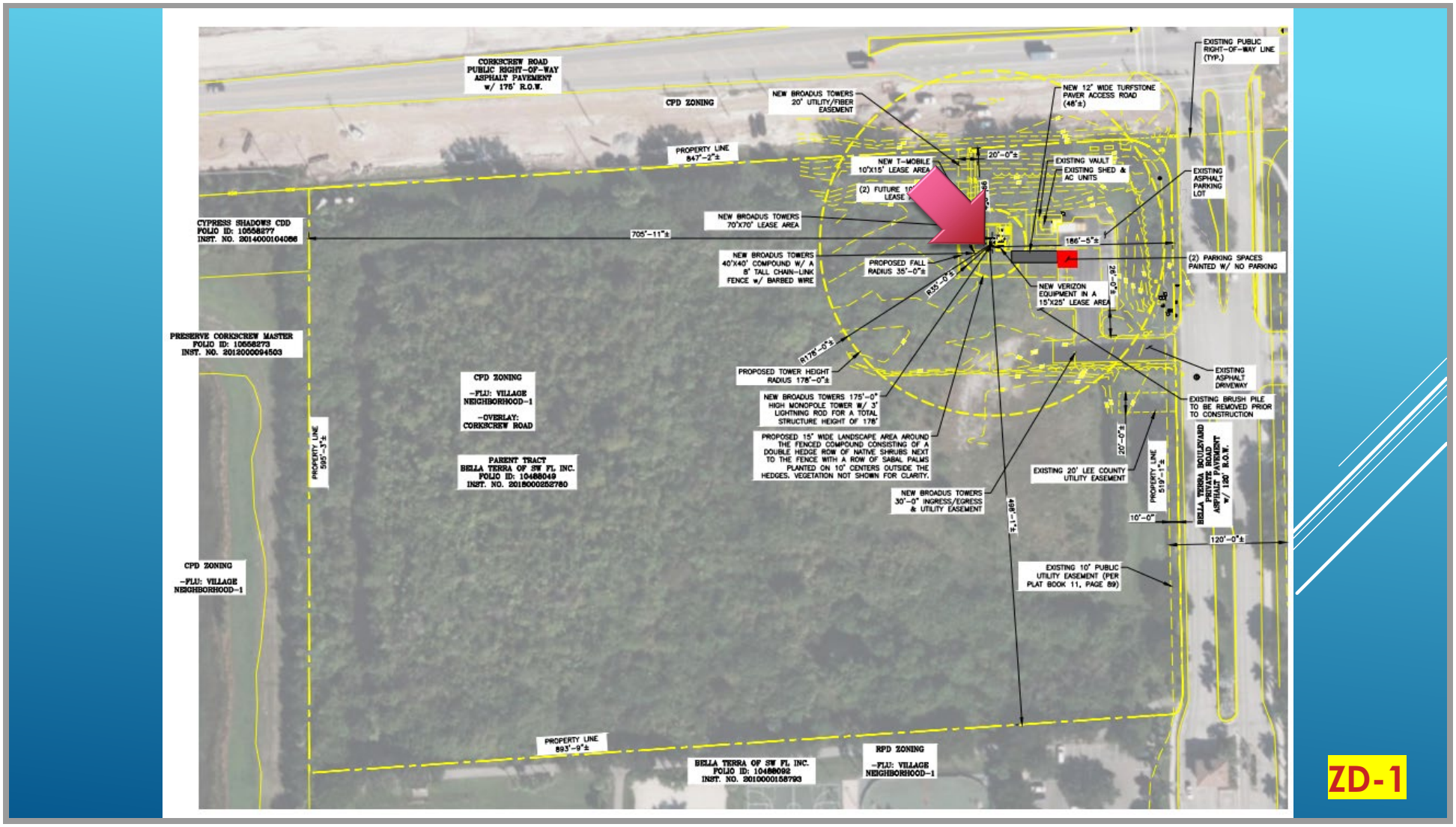
CORKSCREW RD
BARLETTA LN
BELLA TERRA BLVD
S SHADOWS BLVD
SERRE DR

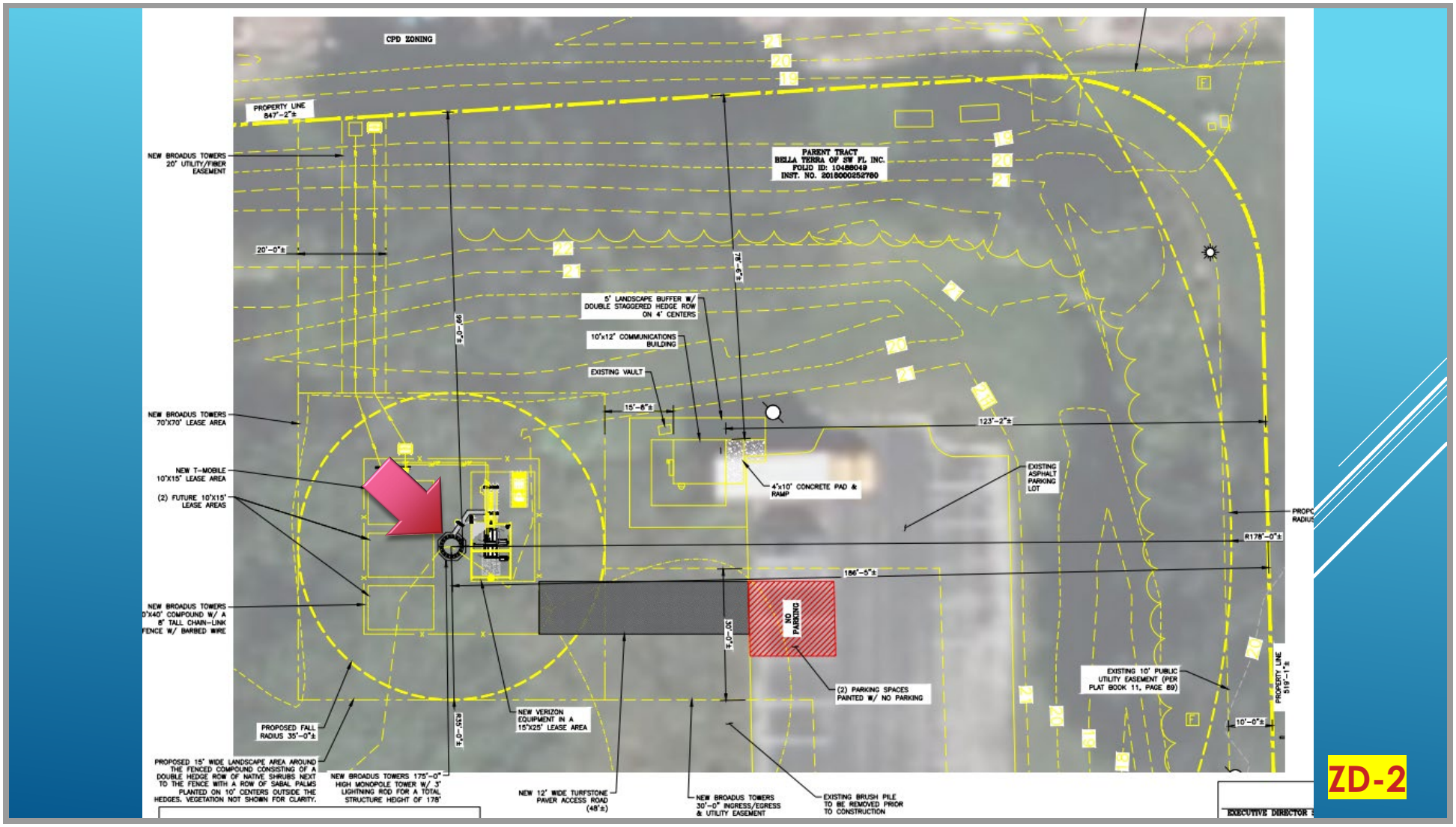

FIN PKWY
STERO PKWY EXT
CORKSCREW RD
1
Village of Estero Zoning
US41 Overlay
Corkscrew Rd Overlay
Residential Planned Development (RPD)
Residential Single Family (RSF)
Residential Multi-Family (RM-2)
Mixed Use Planned Development (MPD)
Estero Planned Development (EPD)
Residential Planned Development/ Commercial Planned Development (RPD-CPD)
Agriculture (AG)
Environmentally Critical (EC)
Planned Unit Development (PUD)
Community Commercial (CC)
Commercial Special Office (CS)
Urban Commercial Redevelopment (UCR)
Commercial Planned Development (CPD)
Mobile Home (MH)
Recreational Vehicle (RV)
Parks & Community Facilities (PCF)
Community Facilities Planned Development (CFPD)

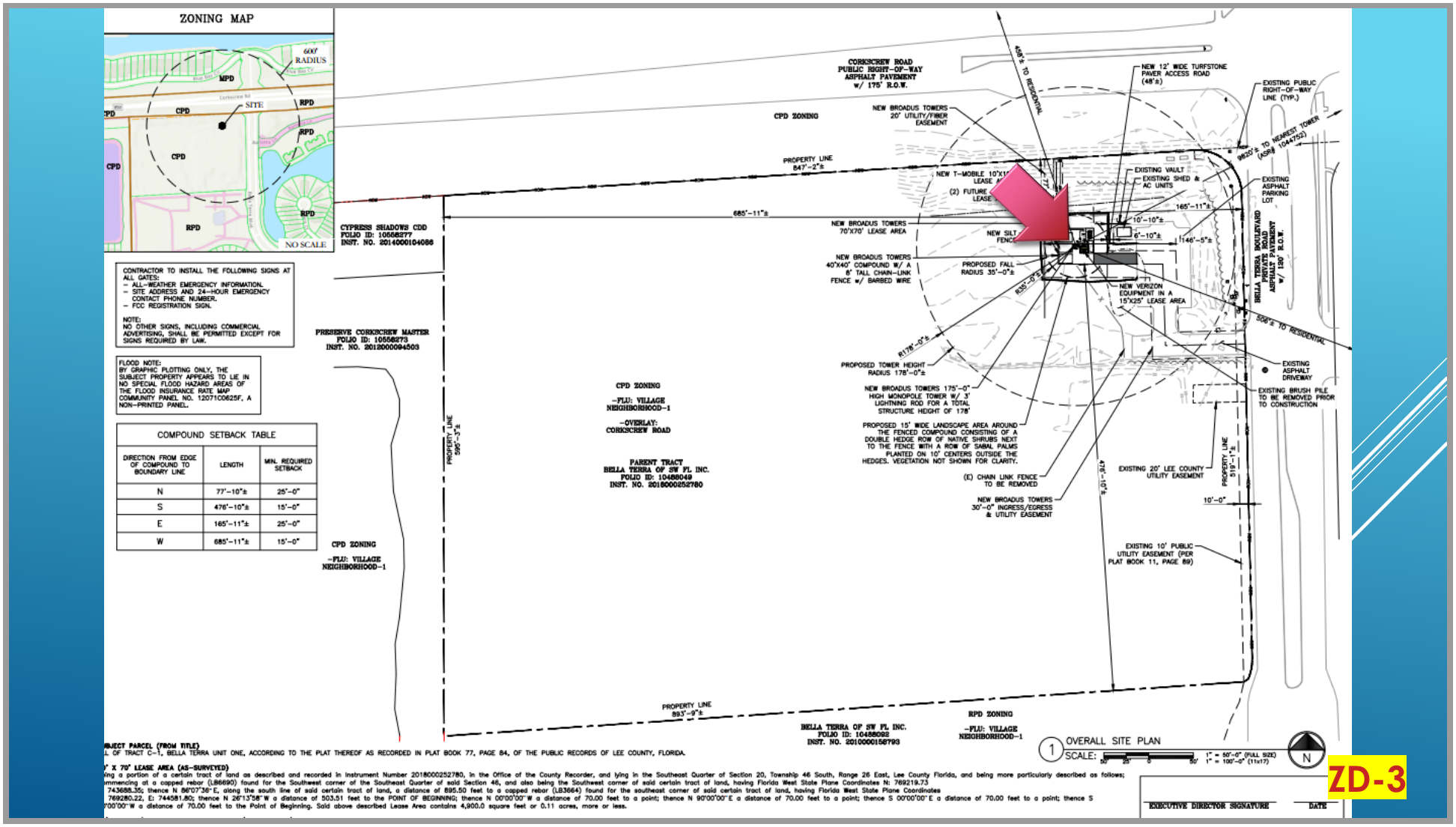

CORKSCREW RD
Legend
Village of Estero
Wetlands
Conservation
Urban Commercial
Transitional Mixed Use
Public Parks and Recreation
Public Facilities
Village Center
Village Neighborhood 2
Village Neighborhood 1
Rivers and Creeks
Major Roads
Railway

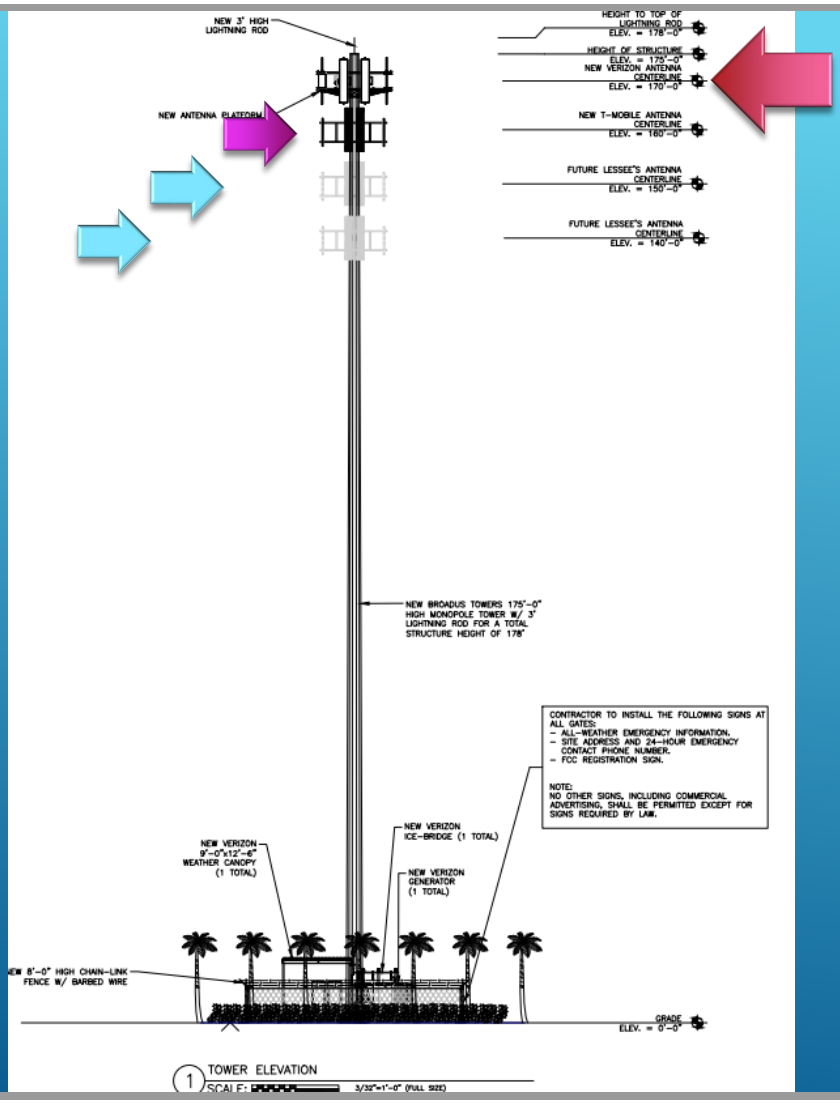
EXAMPLES AND SELECT PLAN SHEETS

Mattaniah S. Jahn


CORKSCREW ROAD
PUBLIC RIGHT-OF-WAY
ASPHALT PAVEMENT
w/ 175' R.O.W.
CPD ZONING
NEW BROADUS TOWERS
20' UTILITY/FIBER
EASEMENT
NEW 12' WIDE TURFSTONE
PAVER ACCESS ROAD
(48'±)
EXISTING PUBLIC
RIGHT-OF-WAY LINE
(TYP.)
PROPERTY LINE
847'-2"±
NEW T-MOBILE
10'X15' LEASE AREA
20'-0"±
EXISTING VAULT
EXISTING SHED &
AC UNITS
EXISTING
ASPHALT
PARKING
LOT
(2) FUTURE 10'
LEASE
NEW BROADUS TOWERS
70'X70' LEASE AREA
CYPRESS SHADOWS CDD
POLIO ID: 10558277
INST. NO. 2014000104056
705'-11"±
186'-5"±
(2) PARKING SPACES
PAINTED W/ NO PARKING
NEW BROADUS TOWERS
40'X40' COMPOUND W/ A
8' TALL CHAIN-LINK
FENCE w/ BARBED WIRE
PROPOSED FALL
RADIUS 35'-0"±
R35'-0"±
NEW VERIZON
EQUIPMENT IN A
15'X25' LEASE AREA
26'-0"±
PRESERVE CORKSCREW MASTER
POLIO ID: 10558273
INST. NO. 2012000094503
R178'-0"±
PROPOSED TOWER HEIGHT
RADIUS 178'-0"±
EXISTING
ASPHALT
DRIVEWAY
CPD ZONING
-FLU: VILLAGE
NEIGHBORHOOD-1
-OVERLAY:
CORKSCREW ROAD
NEW BROADUS TOWERS 175'-0"
HIGH MONOPOLE TOWER W/ 3'
LIGHTNING ROD FOR A TOTAL
STRUCTURE HEIGHT OF 178'
EXISTING BRUSH PILE
TO BE REMOVED PRIOR
TO CONSTRUCTION
PROPERTY LINE
595'-1"±
PARENT TRACT
BELLA TERRA OF SW FL INC.
POLIO ID: 10488049
INST. NO. 2018000252780
PROPOSED 15' WIDE LANDSCAPE AREA AROUND
THE FENCED COMPOUND CONSISTING OF A
DOUBLE HEDGE ROW OF NATIVE SHRUBS NEXT
TO THE FENCE WITH A ROW OF SABAL PALMS
PLANTED ON 10' CENTERS OUTSIDE THE
HEDGES. VEGETATION NOT SHOWN FOR CLARITY.
20'-0"±
EXISTING 20' LEE COUNTY
UTILITY EASEMENT
PROPERTY LINE
519'-1"±
BELLA TERRA BOULEVARD
PRIVATE ROAD
ASPHALT PAVEMENT
w/ 120' R.O.W.
NEW BROADUS TOWERS
30'-0" INGRESS/EGRESS
& UTILITY EASEMENT
498'-1"±
10'-0"
120'-0"±
CPD ZONING
-FLU: VILLAGE
NEIGHBORHOOD-1
EXISTING 10' PUBLIC
UTILITY EASEMENT (PER
PLAT BOOK 11, PAGE 89)
PROPERTY LINE
893'-9"±
BELLA TERRA OF SW FL INC.
POLIO ID: 10488092
INST. NO. 2010000158793
RPD ZONING
-FLU: VILLAGE
NEIGHBORHOOD-1
ZD-1


CPD ZONING
PROPERTY LINE 847'-2"±
NEW BROADUS TOWERS 20' UTILITY/FIBER EASEMENT
PARENT TRACT
BELLA TERRA OF SW FL INC.
FOLIO ID: 10488049
INST. NO. 2018000252780
20'-0"±
5' LANDSCAPE BUFFER W/ DOUBLE STAGGERED HEDGE ROW ON 4' CENTERS
10'x12' COMMUNICATIONS BUILDING
EXISTING VAULT
15'-6"±
123'-2"±
NEW BROADUS TOWERS 70'X70' LEASE AREA
NEW T-MOBILE 10'X15' LEASE AREA
(2) FUTURE 10'X15' LEASE AREAS
4'x10' CONCRETE PAD & RAMP
EXISTING ASPHALT PARKING LOT
R178'-0"±
186'-5"±
NEW BROADUS TOWERS 0'X40' COMPOUND W/ A 8' TALL CHAIN-LINK FENCE W/ BARBED WIRE
NO PARKING
(2) PARKING SPACES PAINTED W/ NO PARKING
EXISTING 10' PUBLIC UTILITY EASEMENT (PER PLAT BOOK 11, PAGE 89)
PROPERTY LINE 519'-1"±
10'-0"±
PROPOSED FALL RADIUS 35'-0"±
NEW VERIZON EQUIPMENT IN A 15'x25' LEASE AREA
PROPOSED 15' WIDE LANDSCAPE AREA AROUND THE FENCED COMPOUND CONSISTING OF A DOUBLE HEDGE ROW OF NATIVE SHRUBS NEXT TO THE FENCE WITH A ROW OF SABAL PALMS PLANTED ON 10' CENTERS OUTSIDE THE HEDGES. VEGETATION NOT SHOWN FOR CLARITY.
NEW BROADUS TOWERS 175'-0" HIGH MONOPOLE TOWER W/ 3' LIGHTNING ROD FOR A TOTAL STRUCTURE HEIGHT OF 178'
NEW 12' WIDE TURFSTONE PAVER ACCESS ROAD (48'±)
NEW BROADUS TOWERS 30'-0" INGRESS/EGRESS & UTILITY EASEMENT
EXISTING BRUSH PILE TO BE REMOVED PRIOR TO CONSTRUCTION
EXECUTIVE DIRECTOR
ZD-2


ZONING MAP
600' RADIUS
MPD
CPD
SITE
RPD
NO SCALE
CONTRACTOR TO INSTALL THE FOLLOWING SIGNS AT ALL GATES:
- ALL-WEATHER EMERGENCY INFORMATION.
- SITE ADDRESS AND 24-HOUR EMERGENCY CONTACT PHONE NUMBER.
- FCC REGISTRATION SIGN.
NOTE:
NO OTHER SIGNS, INCLUDING COMMERCIAL ADVERTISING, SHALL BE PERMITTED EXCEPT FOR SIGNS REQUIRED BY LAW.
FLOOD NOTE:
BY GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY APPEARS TO LIE IN NO SPECIAL FLOOD HAZARD AREAS OF THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 12071C0625F, A NON-PRINTED PANEL.
COMPOUND SETBACK TABLE
DIRECTION FROM EDGE OF COMPOUND TO BOUNDARY LINE | LENGTH | MIN. REQUIRED SETBACK
N | 77'-10"± | 25'-0"
S | 476'-10"± | 15'-0"
E | 165'-11"± | 25'-0"
W | 685'-11"± | 15'-0"
CYPRESS SHADOWS CDD
FOLIO ID: 10658277
INST. NO. 20140000104086
PRESERVE CORKSCREW MASTER
FOLIO ID: 10658273
INST. NO. 20120000094503
CPD ZONING
-FLU: VILLAGE NEIGHBORHOOD-1
-OVERLAY: CORKSCREW ROAD
PARENT TRACT
BELLA TERRA OF SW FL INC.
FOLIO ID: 10488049
INST. NO. 20160000252780
CORKSCREW ROAD
PUBLIC RIGHT-OF-WAY
ASPHALT PAVEMENT
w/ 175' R.O.W.
PROPERTY LINE 847'-2"±
PROPERTY LINE 895'-3"±
PROPERTY LINE 519'-1"±
PROPERTY LINE 893'-9"±
685'-11"±
NEW BROADUS TOWERS 20' UTILITY/FIBER EASEMENT
NEW T-MOBILE 10'X1
LEASE
(2) FUTURE LEASE
NEW BROADUS TOWERS 70'X70' LEASE AREA
NEW SILT FENCE
NEW BROADUS TOWERS 40'X40' COMPOUND W/ A 8' TALL CHAIN-LINK FENCE w/ BARBED WIRE
PROPOSED FALL RADIUS 35'-0"±
R35'-0"±
R178'-0"±
PROPOSED TOWER HEIGHT RADIUS 178'-0"±
NEW BROADUS TOWERS 175'-0" HIGH MONOPOLE TOWER W/ 3' LIGHTNING ROD FOR A TOTAL STRUCTURE HEIGHT OF 178'
PROPOSED 15' WIDE LANDSCAPE AREA AROUND THE FENCED COMPOUND CONSISTING OF A DOUBLE HEDGE ROW OF NATIVE SHRUBS NEXT TO THE FENCE WITH A ROW OF SABAL PALMS PLANTED ON 10' CENTERS OUTSIDE THE HEDGES. VEGETATION NOT SHOWN FOR CLARITY.
(E) CHAIN LINK FENCE TO BE REMOVED
NEW BROADUS TOWERS 30'-0" INGRESS/EGRESS & UTILITY EASEMENT
476'-10"±
NEW VERIZON EQUIPMENT IN A 15'X25' LEASE AREA
EXISTING VAULT
EXISTING SHED & AC UNITS
10'-10"±
6'-10"±
165'-11"±
146'-5"±
EXISTING 20' LEE COUNTY UTILITY EASEMENT
10'-0"
EXISTING 10' PUBLIC UTILITY EASEMENT (PER PLAT BOOK 11, PAGE 89)
BELLA TERRA OF SW FL INC.
FOLIO ID: 10488092
INST. NO. 20160000158793
RPD ZONING
-FLU: VILLAGE NEIGHBORHOOD-1
NEW 12' WIDE TURFSTONE PAVER ACCESS ROAD (48'±)
EXISTING PUBLIC RIGHT-OF-WAY LINE (TYP.)
9820'± TO NEAREST TOWER (ASR# 1044752)
EXISTING ASPHALT PARKING LOT
BELLA TERRA BOULEVARD
PRIVATE ROAD
ASPHALT PAVEMENT
w/ 120' R.O.W.
506'± TO RESIDENTIAL
EXISTING ASPHALT DRIVEWAY
EXISTING BRUSH PILE TO BE REMOVED PRIOR TO CONSTRUCTION
1 OVERALL SITE PLAN
SCALE: 1" = 50'-0" (FULL SIZE) 1" = 100'-0" (11x17)
N
EXECUTIVE DIRECTOR SIGNATURE
DATE
ZD-3


NEW 3' HIGH LIGHTNING ROD
NEW ANTENNA PLATFORM
HEIGHT TO TOP OF LIGHTNING ROD ELEV. = 178'-0"
HEIGHT OF STRUCTURE ELEV. = 175'-0"
NEW VERIZON ANTENNA CENTERLINE ELEV. = 170'-0"
NEW T-MOBILE ANTENNA CENTERLINE ELEV. = 160'-0"
FUTURE LESSEE'S ANTENNA CENTERLINE ELEV. = 150'-0"
FUTURE LESSEE'S ANTENNA CENTERLINE ELEV. = 140'-0"
NEW BROADUS TOWERS 175'-0" HIGH MONOPOLE TOWER W/ 3' LIGHTNING ROD FOR A TOTAL STRUCTURE HEIGHT OF 178'
CONTRACTOR TO INSTALL THE FOLLOWING SIGNS AT ALL GATES:
- ALL-WEATHER EMERGENCY INFORMATION.
- SITE ADDRESS AND 24-HOUR EMERGENCY CONTACT PHONE NUMBER.
- FCC REGISTRATION SIGN.
NOTE:
NO OTHER SIGNS, INCLUDING COMMERCIAL ADVERTISING, SHALL BE PERMITTED EXCEPT FOR SIGNS REQUIRED BY LAW.
NEW VERIZON ICE-BRIDGE (1 TOTAL)
NEW VERIZON 9'-0"x12'-6" WEATHER CANOPY (1 TOTAL)
NEW VERIZON GENERATOR (1 TOTAL)
NEW 8'-0" HIGH CHAIN-LINK FENCE W/ BARBED WIRE
GRADE ELEV. = 0'-0"
1 TOWER ELEVATION
SCALE: 3/32"=1'-0" (FULL SIZE)

ZD-5

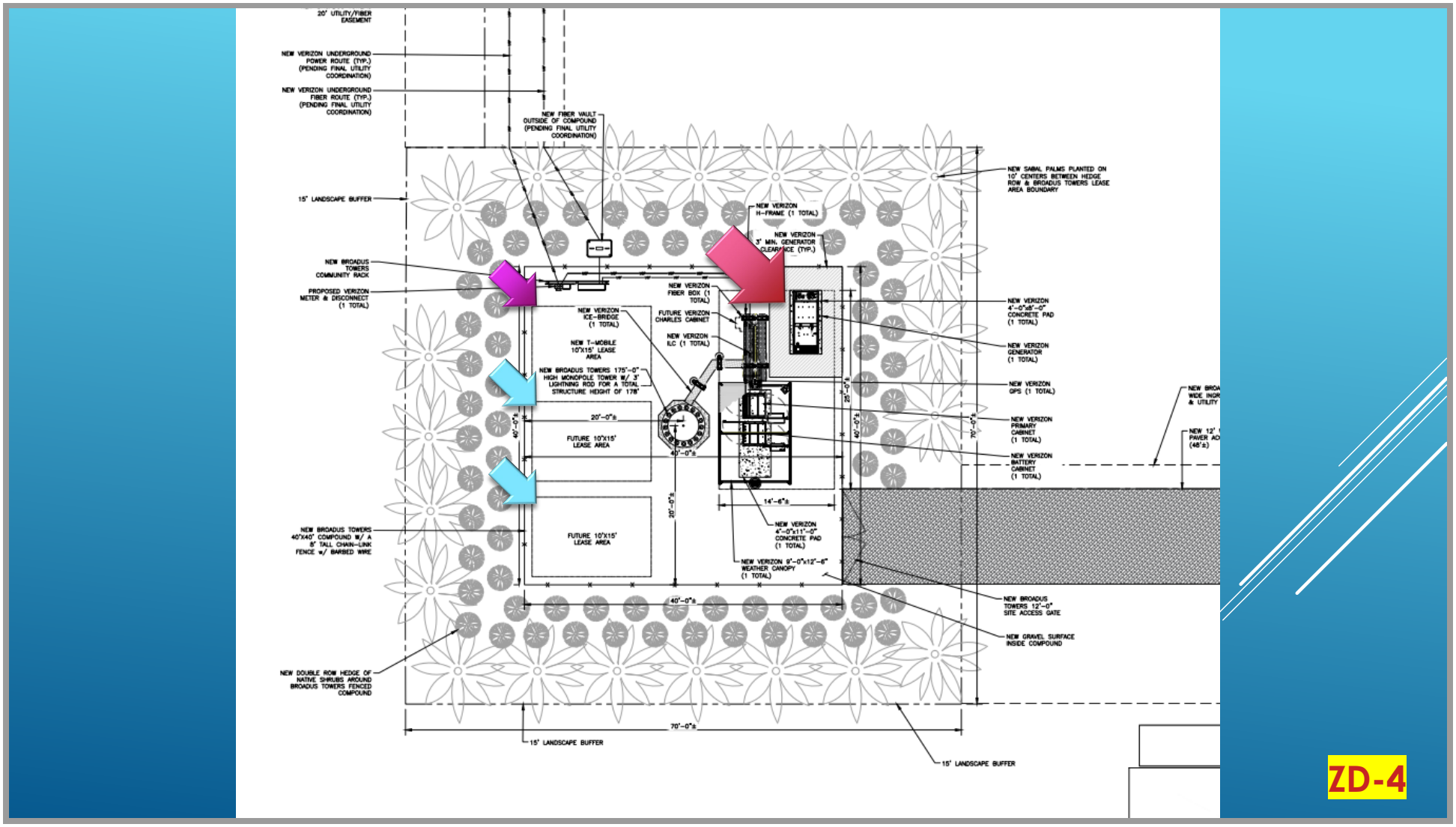

20' UTILITY/FIBER EASEMENT
NEW VERIZON UNDERGROUND POWER ROUTE (TYP.) (PENDING FINAL UTILITY COORDINATION)
NEW VERIZON UNDERGROUND FIBER ROUTE (TYP.) (PENDING FINAL UTILITY COORDINATION)
NEW FIBER VAULT OUTSIDE OF COMPOUND (PENDING FINAL UTILITY COORDINATION)
15' LANDSCAPE BUFFER
NEW BROADUS TOWERS COMMUNITY RACK
PROPOSED VERIZON METER & DISCONNECT (1 TOTAL)
NEW VERIZON ICE-BRIDGE (1 TOTAL)
NEW T-MOBILE 10'X15' LEASE AREA
NEW BROADUS TOWERS 175'-0" HIGH MONOPOLE TOWER W/ 3' LIGHTNING ROD FOR A TOTAL STRUCTURE HEIGHT OF 178'
FUTURE 10'X15' LEASE AREA
FUTURE 10'X15' LEASE AREA
NEW BROADUS TOWERS 40'X40' COMPOUND W/ A 8' TALL CHAIN-LINK FENCE w/ BARBED WIRE
NEW DOUBLE ROW HEDGE OF NATIVE SHRUBS AROUND BROADUS TOWERS FENCED COMPOUND
NEW VERIZON H-FRAME (1 TOTAL)
NEW VERIZON 3' MIN. GENERATOR CLEARANCE (TYP.)
NEW VERIZON FIBER BOX (1 TOTAL)
FUTURE VERIZON CHARLES CABINET
NEW VERIZON ILC (1 TOTAL)
NEW VERIZON 4'-0"x8'-0" CONCRETE PAD (1 TOTAL)
NEW VERIZON 4'-0"x11'-0" CONCRETE PAD (1 TOTAL)
NEW VERIZON 9'-0"x12'-6" WEATHER CANOPY (1 TOTAL)
NEW SABAL PALMS PLANTED ON 10' CENTERS BETWEEN HEDGE ROW & BROADUS TOWERS LEASE AREA BOUNDARY
NEW VERIZON GENERATOR (1 TOTAL)
NEW VERIZON GPS (1 TOTAL)
NEW VERIZON PRIMARY CABINET (1 TOTAL)
NEW VERIZON BATTERY CABINET (1 TOTAL)
NEW BROADUS TOWERS 12'-0" SITE ACCESS GATE
NEW GRAVEL SURFACE INSIDE COMPOUND
20'-0"±
40'-0"±
20'-0"±
40'-0"±
14'-6"±
40'-0"±
70'-0"±
15' LANDSCAPE BUFFER
15' LANDSCAPE BUFFER
ZD-4

PHOTO SIMULATIONS

Mattaniah S. Jahn

Broadus Towers Bella Terra
Photo Simulation Map
Legend
Sim 1
Sim 2
Sim 3
Sim 4
Sim 5
Sim 6
Sim 7
Sim 8
Blue Bay Cir
Corkscrew Rd
Corkscrew Shores Blvd
Cypress Shadows Blvd
Estero Xing Blvd
Ainsley St
Woodbury Dr
Aqua View Ln
Wild Blue Blvd
Black Tree Ln
Bella Terra Blvd
THE PRESERVE AT CORKSCREW
Google Earth
© 2022 Google
3000 ft
N

Existing View
verizon
FL-101
19980 Bella Terra Blvd, Estero, FL
175ft. MONOPOLE
SIMULATION
View #1 from Corkscrew Road
approximately 350ft. northeast of site
Sim 1

Existing View
verizon
FL-101
19980 Bella Terra Blvd, Estero, FL
175ft. MONOPOLE
SIMULATION
View #2 from Lucera Court
approximately 830ft. southeast of site
Sim 2

Existing View
verizon
FL-101
19980 Bella Terra Blvd, Estero, FL
175ft. MONOPOLE
SIMULATION
View #3 from Larino Loop
approximately 1,060ft. south of site
Sim 3

Existing View
verizon
FL-101
19980 Bella Terra Blvd, Estero, FL
175ft. MONOPOLE
SIMULATION
View from #4 Larino Loop
approx. 1,290ft. south-southwest of site
Sim 4

verizon
FL-101
19980 Bella Terra Blvd, Estero, FL
175ft. MONOPOLE
NOT VISIBLE
View #5 from Villa Preserve Lane
approximately 1,330ft. southwest of site
Sim 5

CYPRESS SHADOWS BLVD
THE PRESERVE
AT CORKSCREW
verizon
FL-101
19980 Bella Terra Blvd, Estero, FL
175ft. MONOPOLE
NOT VISIBLE
View #6 from Cypress Shadows Blvd
approximately 1,925ft. west of site

Sim 6

Existing View
verizon
FL-101
19980 Bella Terra Blvd, Estero, FL
175ft. MONOPOLE
SIMULATION
View #7 from Blue Bay Circle
approximately 1,300ft. Northwest of site
Sim 7

Existing View
verizon
FL-101
19980 Bella Terra Blvd, Estero, FL
175ft. MONOPOLE
SIMULATION
View #8 from Blue Bay Circle
approximately 560ft. Northwest of site
Sim 8

RF NEED – VERIZON

Mattaniah S. Jahn

COMPTON

Lee County, FL

Prepared by Verizon Wireless RF Engineering
Darwin Feliz
December 13, 2022

verizon

Introduction:

This Verizon proposed tower, Compton is needed to improve wireless service coverage to the near by communities and roads.

Coverage is the need to expand wireless service into an area that either has no service or bad service. The request for service often comes from customers or emergency personnel. Expansion of service could mean improving the signal levels in a large apartment complex or new residential community. It could also mean providing new service along a newly built highway.

Capacity is the need for more wireless resources. Cell sites have a limited amount of resources to handle voice calls, data connections, and data volume. When these limits are reached, user experience quickly degrades. This could mean customers may no longer be able to make/receive calls nor be able to browse the internet. It could also mean that webpages will be very slow to download.

verizon

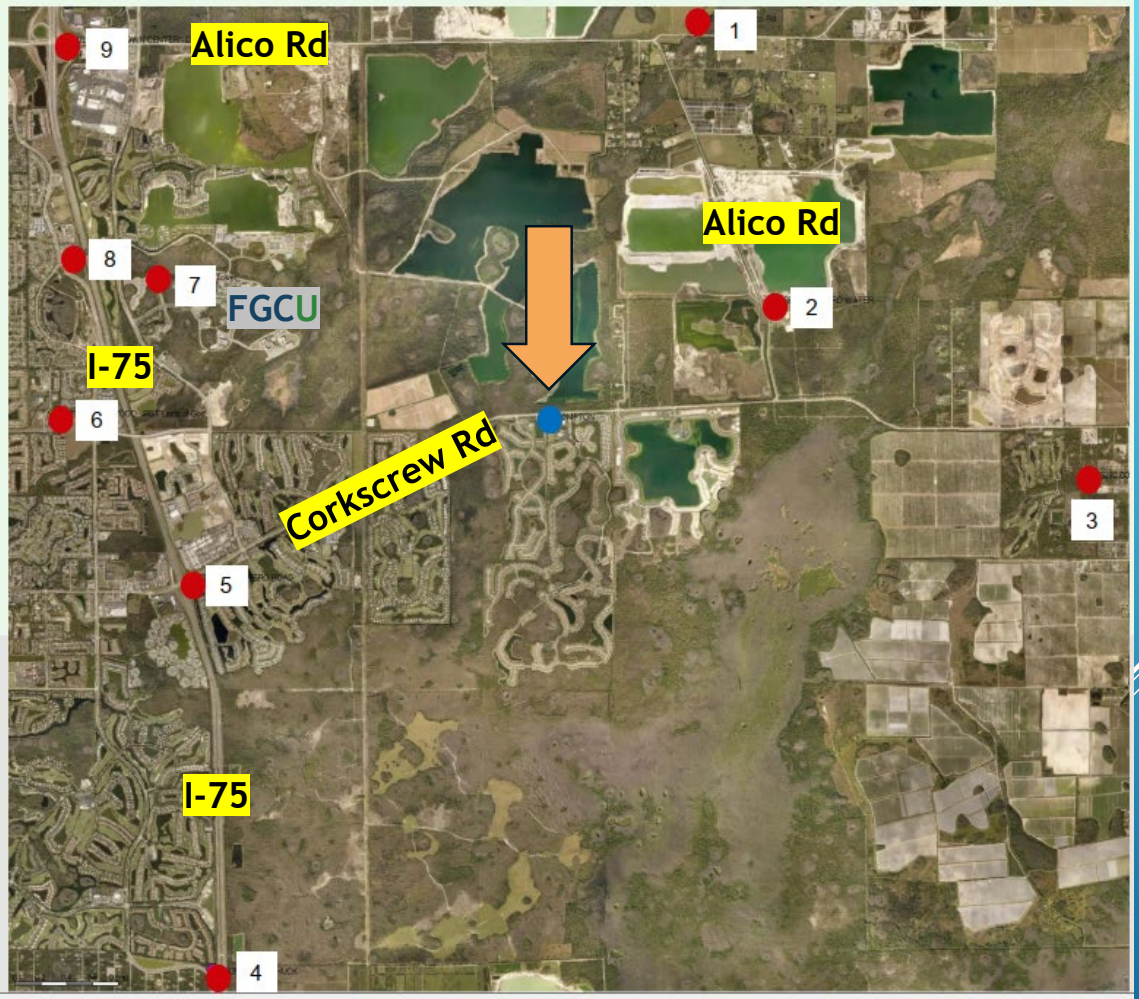
Verizon Wireless Existing Sites

Map Site Number	VzW Site Name	Tower Height (ft)	Structure Type	Structure Owner	Latitude	Longitude
1	STI Alico Road	150	Flag/Uni pole	SBA Towers	26.495483	-81.713747
2	Alico Road Water	300	Guyed	Lee County BOCC	26.463961	-81.703894
3	Corkscrew	285	Lattice	Crown Castle	26.444489	-81.664818
4	Woodchuck	110	Flag/Uni pole	SBA Towers	26.388371	-81.773288
5	Int Estero Road	234	Lattice	State of Florida	26.432442	-81.77642
6	RGT Lamb of God	149	Monopole	American Towers Corp.	26.450753	-81.793254
7	FGCU Tower	285	Lattice	Lee County BOCC	26.466139	-81.781
8	FGCU	140	Flag/Uni pole		26.468883	-81.79105
9	Gulf Coast Town	108	Monopole	RowStar, LLC	26.492596	-81.792209
Proposed	Compton	149	Monopole	TBD	26.450666	-81.731589

verizon

Verizon Wireless Sites

- Existing Site
- Proposed Site



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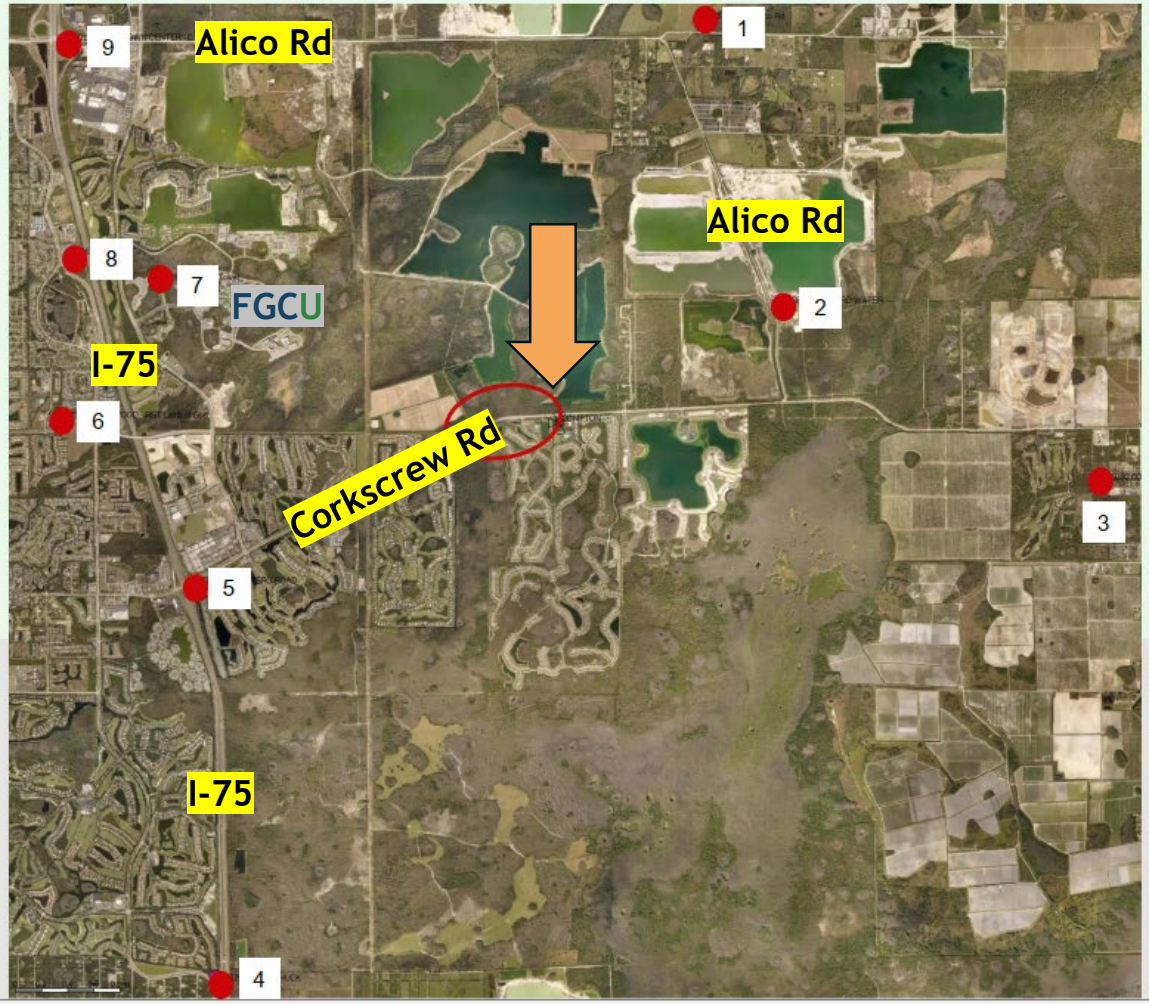
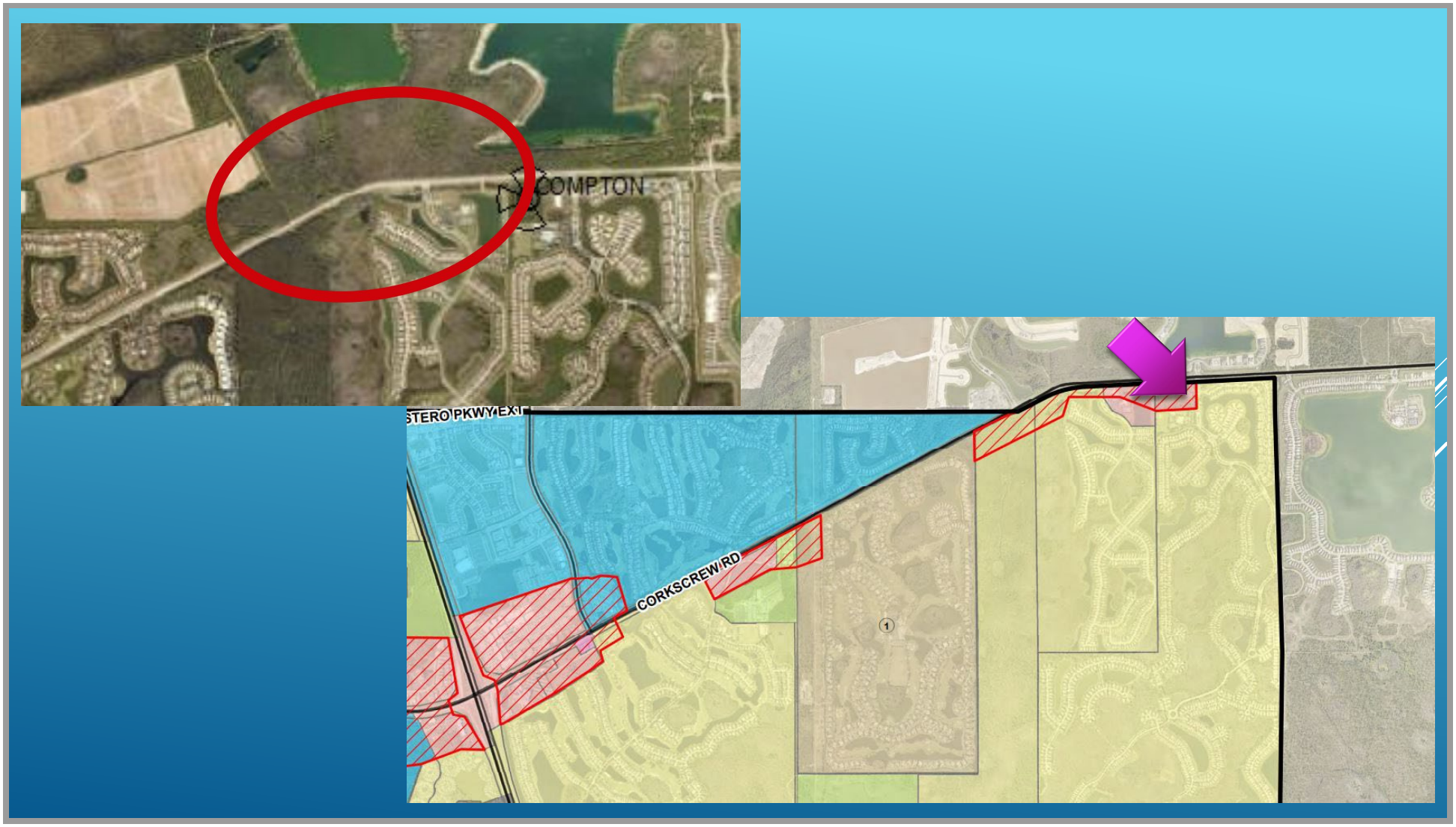
Verizon Wireless Sites Plus Search Area

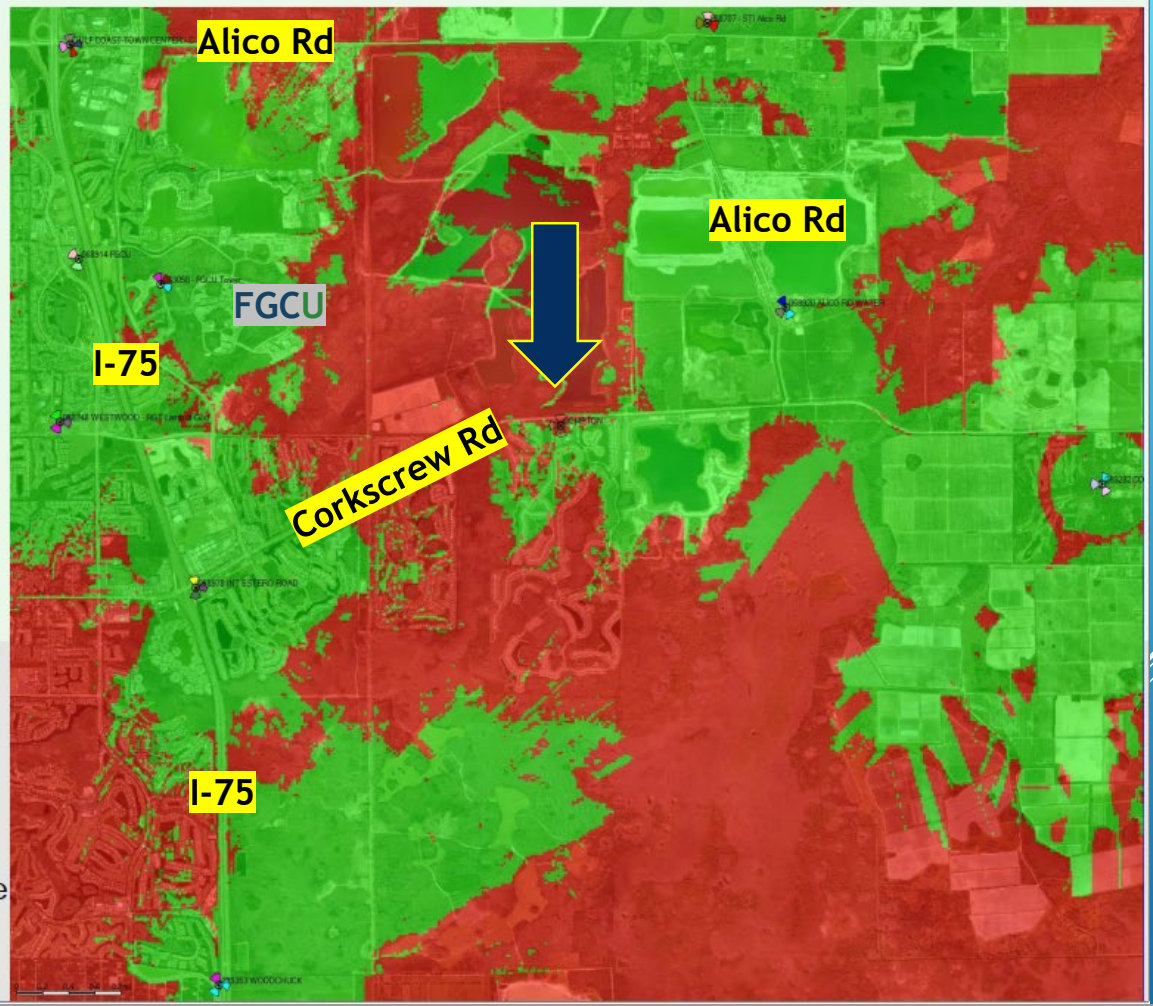
- Existing Site
- Proposed Site
- Search Area



verizon


COMPTON
STERO PKWY EXT
CORKSCREW RD
1

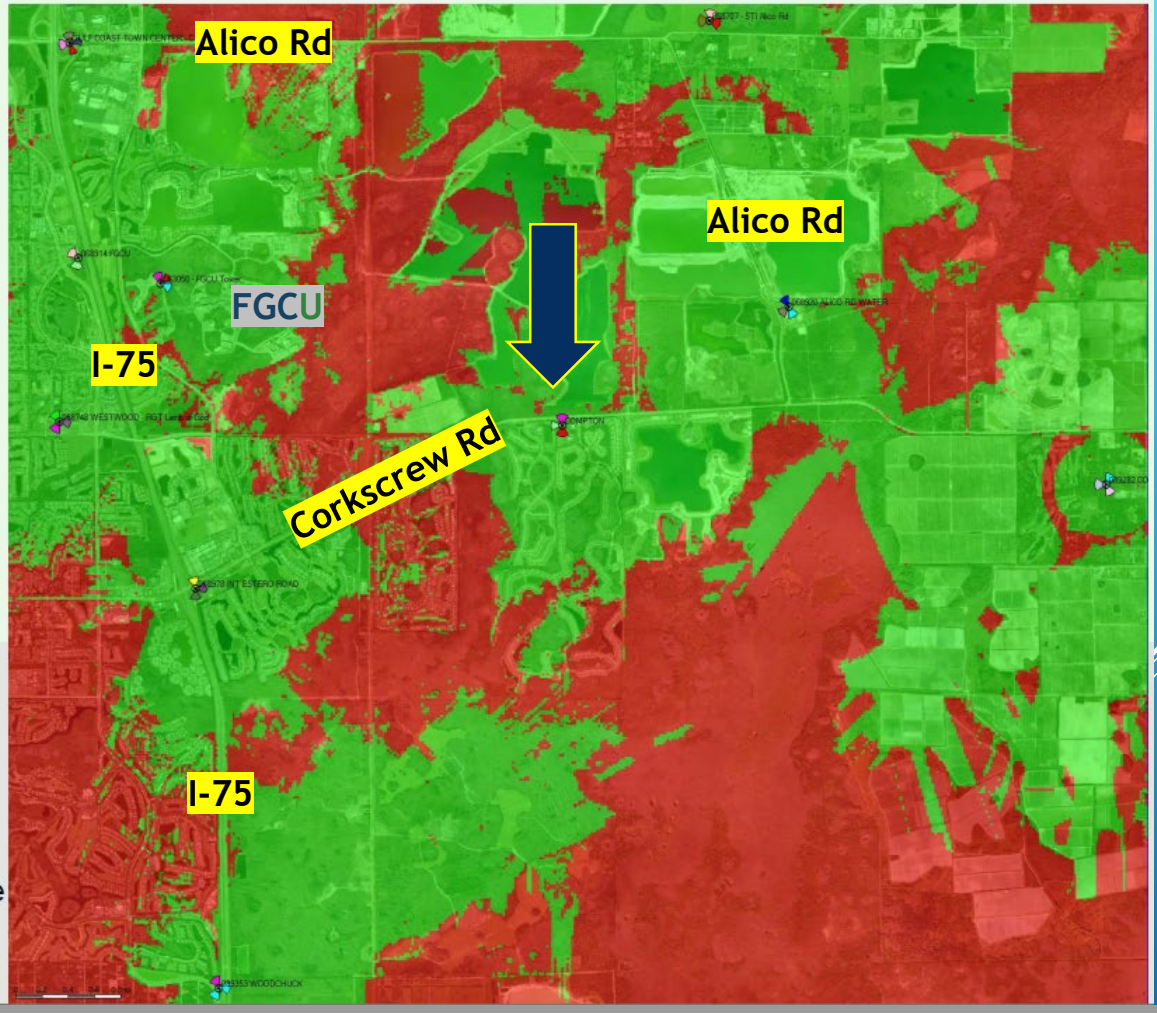
Current AWS Band Coverage



Reliable Service
Unreliable Service

verizon

Proposed AWS Band Coverage



Reliable Service
Unreliable Service

verizon

October 13, 2023

Mary Gibbs
Community Development Department
9401 Corkscrew Palms Circle
Estero, FL 33928
noble@estero-fl.gov

RE: Letter of Need – Verizon - Compton (Broadus – FL-101 Bella Terra)
STRAP #20-46-26-E3-010C1.00CE; Folio ID: 10488049
Planned Development Amendment Request for a
Monopole Wireless Facility

Dear Ms. Gibbs:

This letter is to confirm Verizon's RF need to collocate upon a 178' AGL monopole wireless facility (Monopole) upon STRAP #20-46-26-E3-010C1.00CE; Folio ID: 10488049 within the Village of Estero, FL (Village). After a diligent review of the area, the proposed tower is the only known structure of sufficient height, that is available to meet Verizon's needs at this time. Verizon originally provided RF support materials and propagation maps supporting Broadus' application, with Verizon's antennas located with their center line at 140' above the ground.

During the pendency of the application, several members of the Bella Terra Community (Bella Terra) expressed concern that Verizon's reliable signal levels will not be able to reach the southern portions of Bella Terra. The cellular frequencies that the FCC licenses to cellular carriers in the US are strongly affected by the built and natural environment. Objects such as houses and trees can scatter cellular signals and reduce the coverage range for reliable signals (ground scatter). The primary method to account for ground scatter is to increase the height of the antennas sending out the signal so that they may get above more of the objects creating the ground scatter and achieve a better line of sight to the cellular devices around the tower.

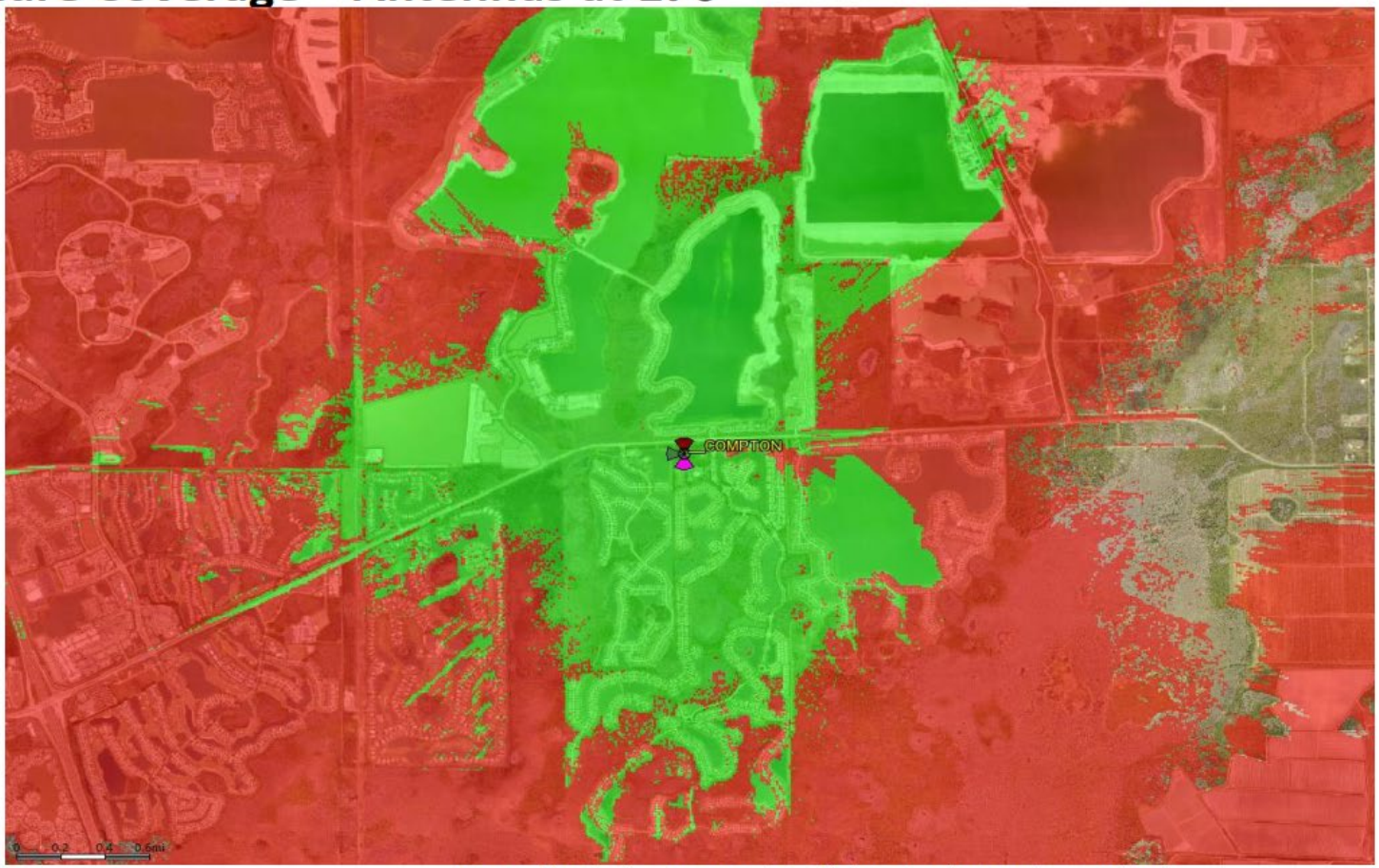
I have reviewed Verizon's Radio Frequency propagations and proprietary Radio Frequency metrics. If the Village were to approve a tower tall enough to allow Verizon to set its antenna center line at 170' above the ground, the antennas would be subject to less ground scatter, which would allow Verizon to achieve stronger signal levels and more reliable cellular connections to cellular devices in the southern portion of the Bella Terra Community.

Thank you for your time on this important project serving the Eastern portion of the Village of Estero.

Sincerely,

William Compton
Senior Engineer - RF Design
Verizon Wireless

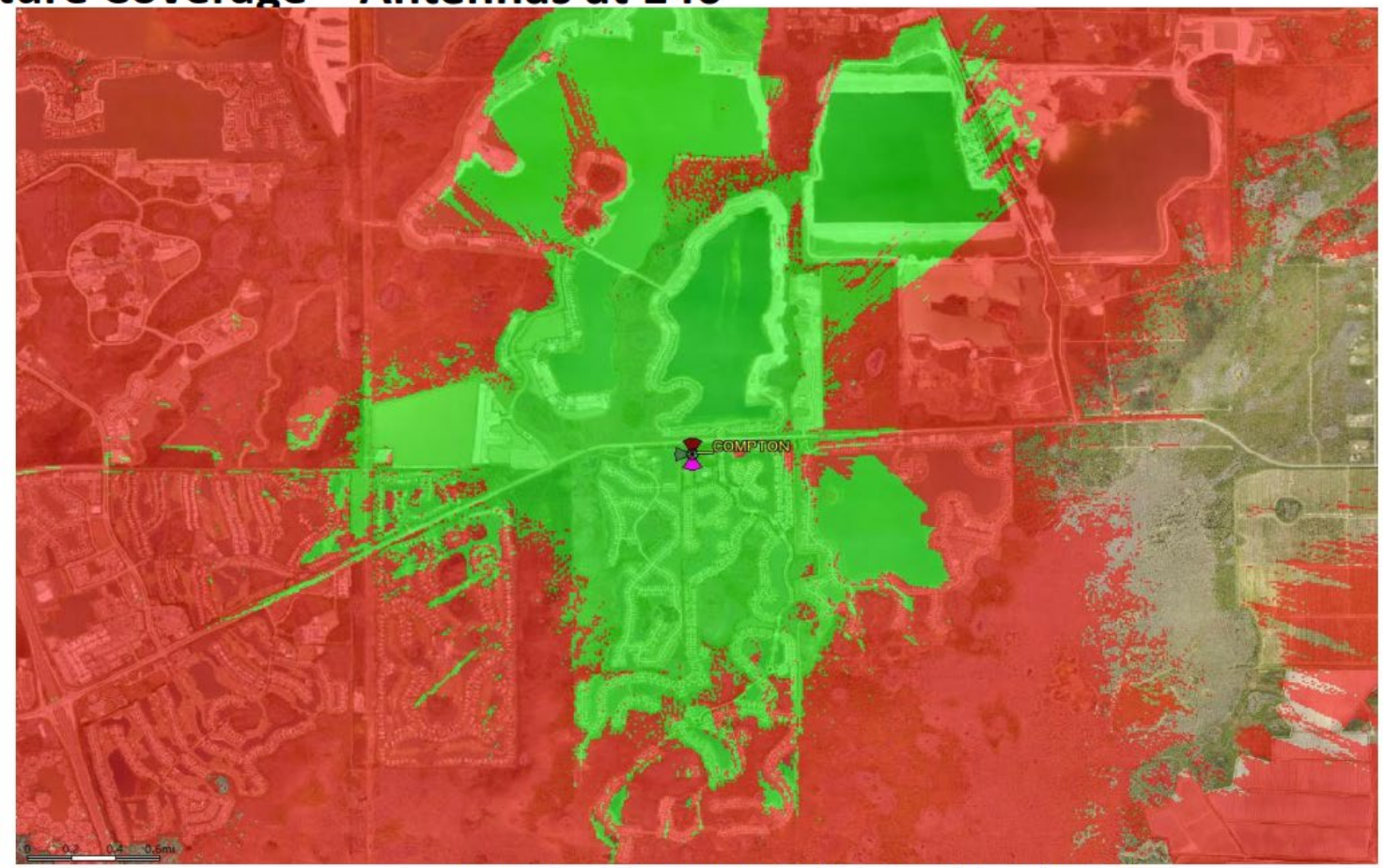
Future Coverage – Antennas at 170’



Reliable Service
Unreliable Service

Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.

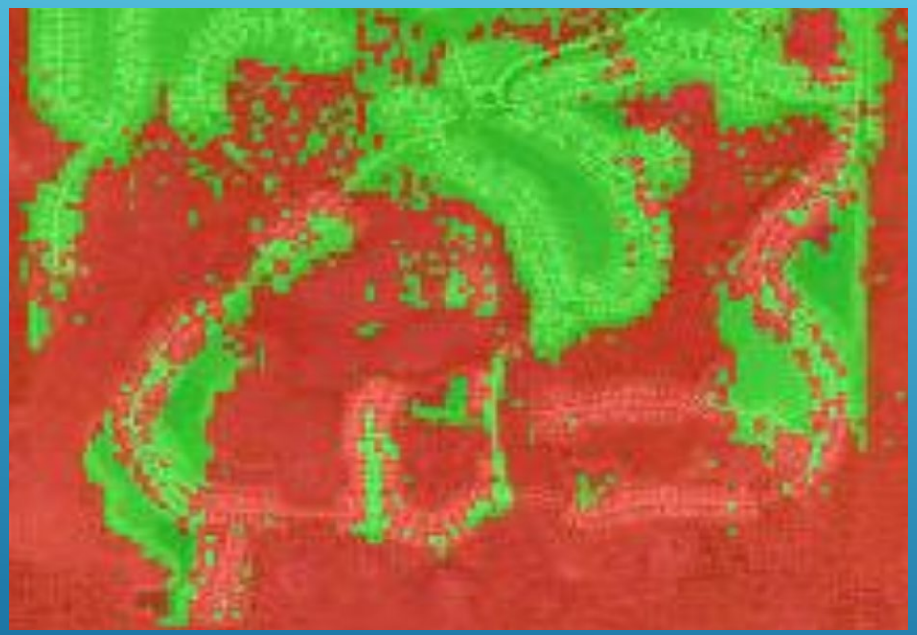
Future Coverage – Antennas at 140'



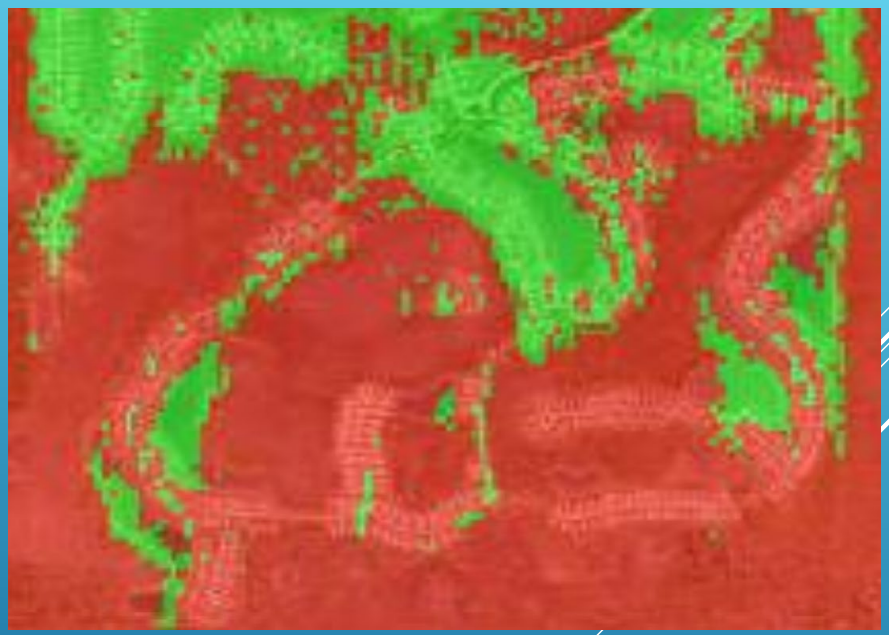
Reliable Service
Unreliable Service

Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.

8

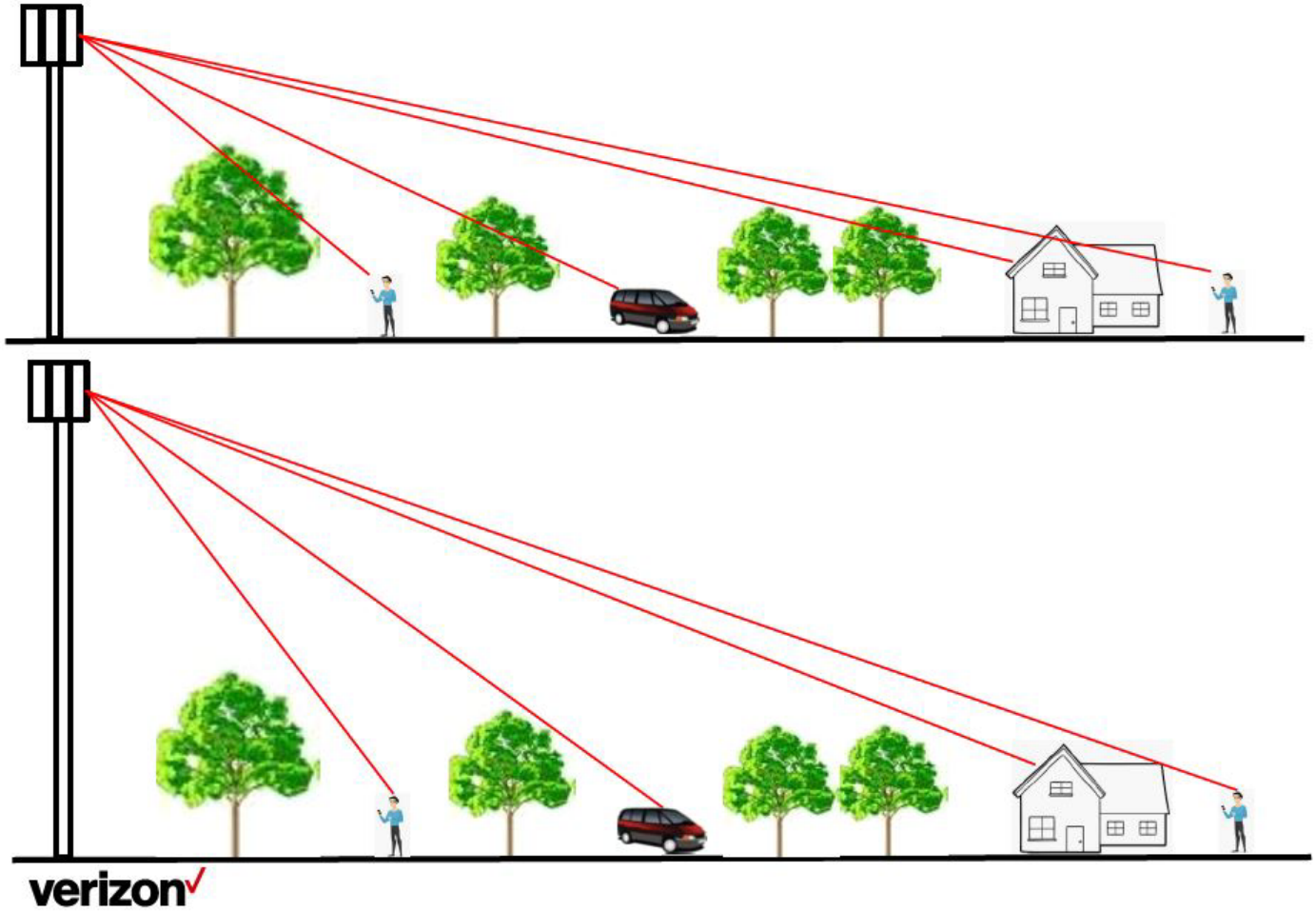


170’ ACL



140’ ACL

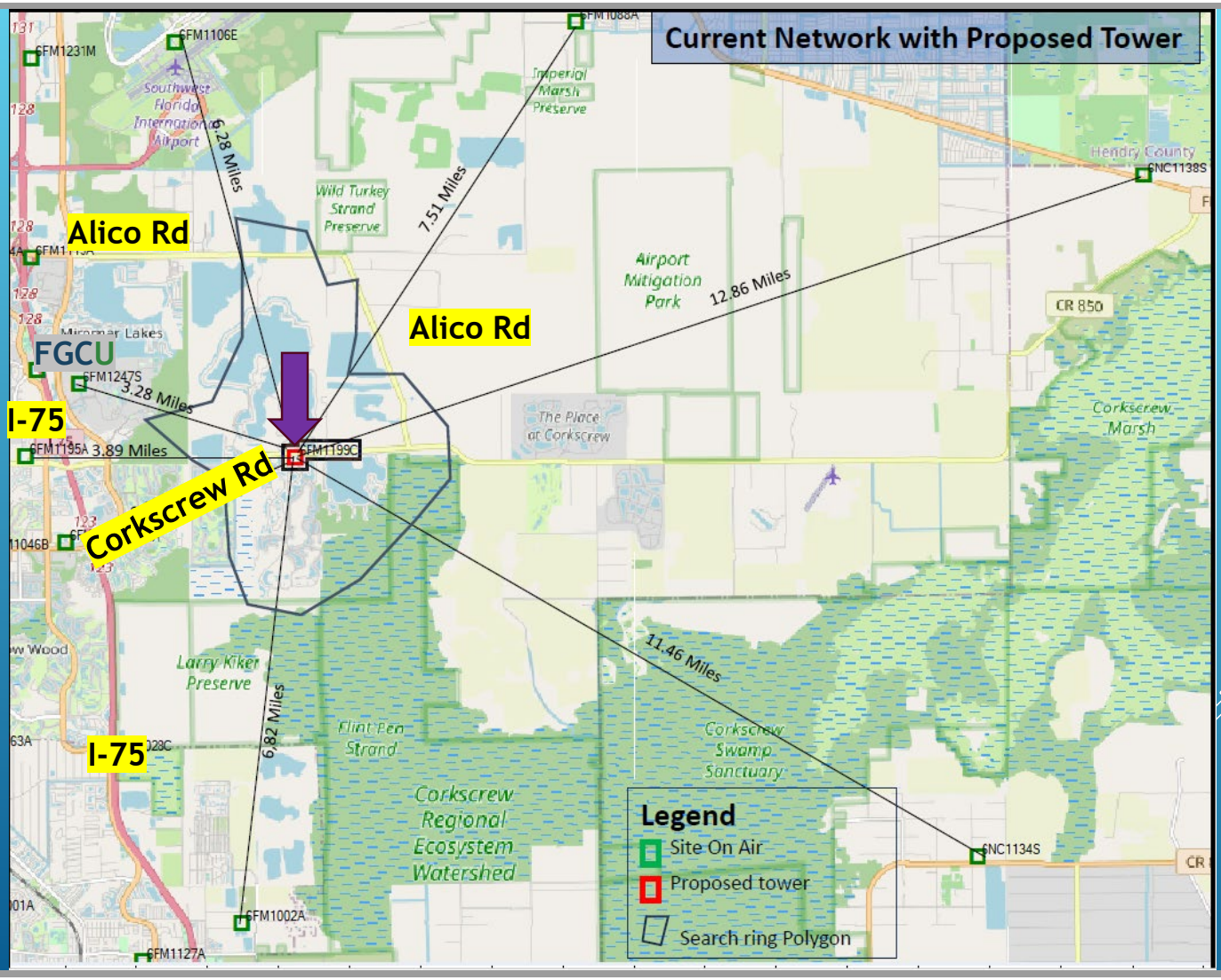
Clutter Height Impacts on Serving Site Heights

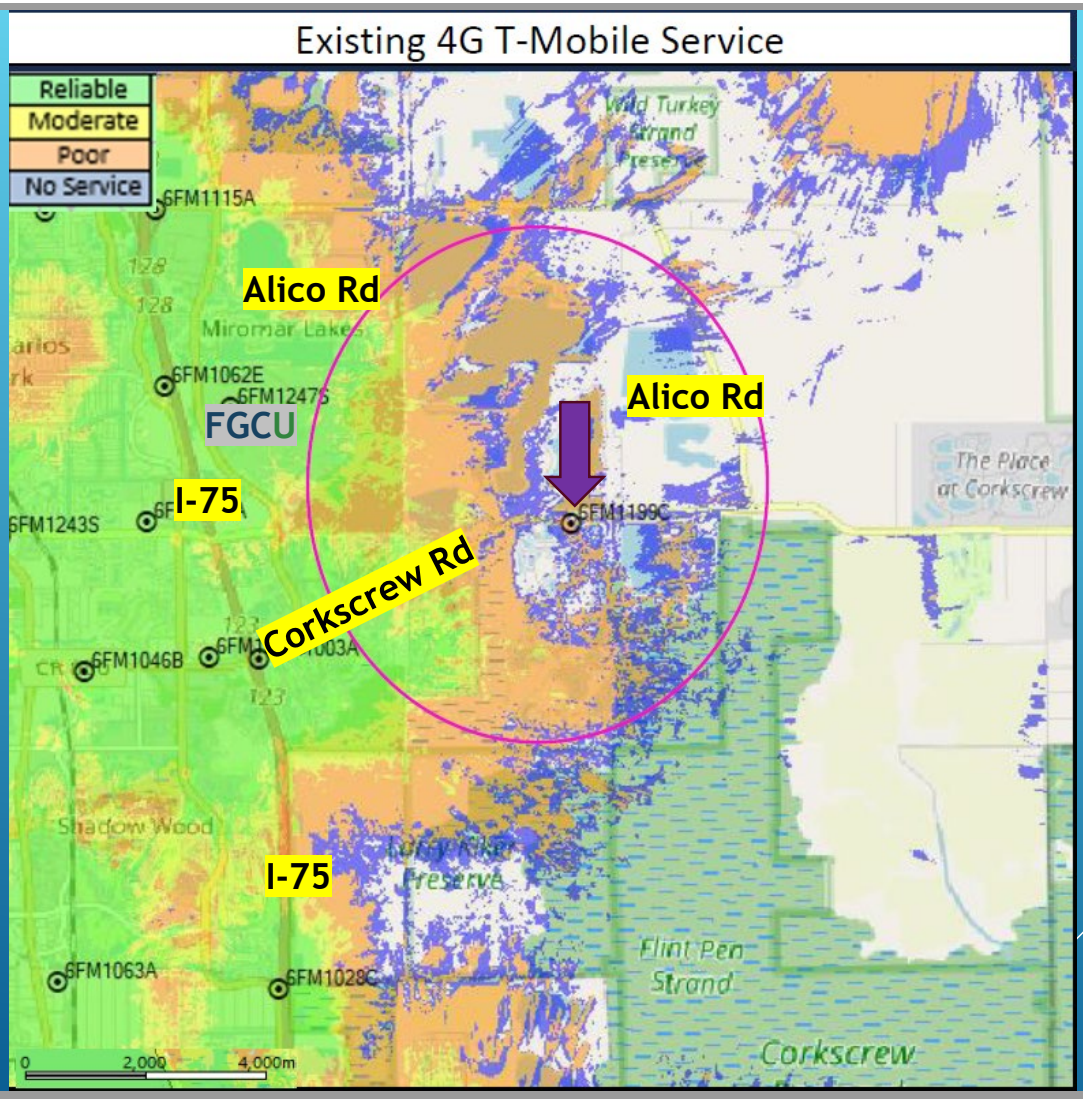


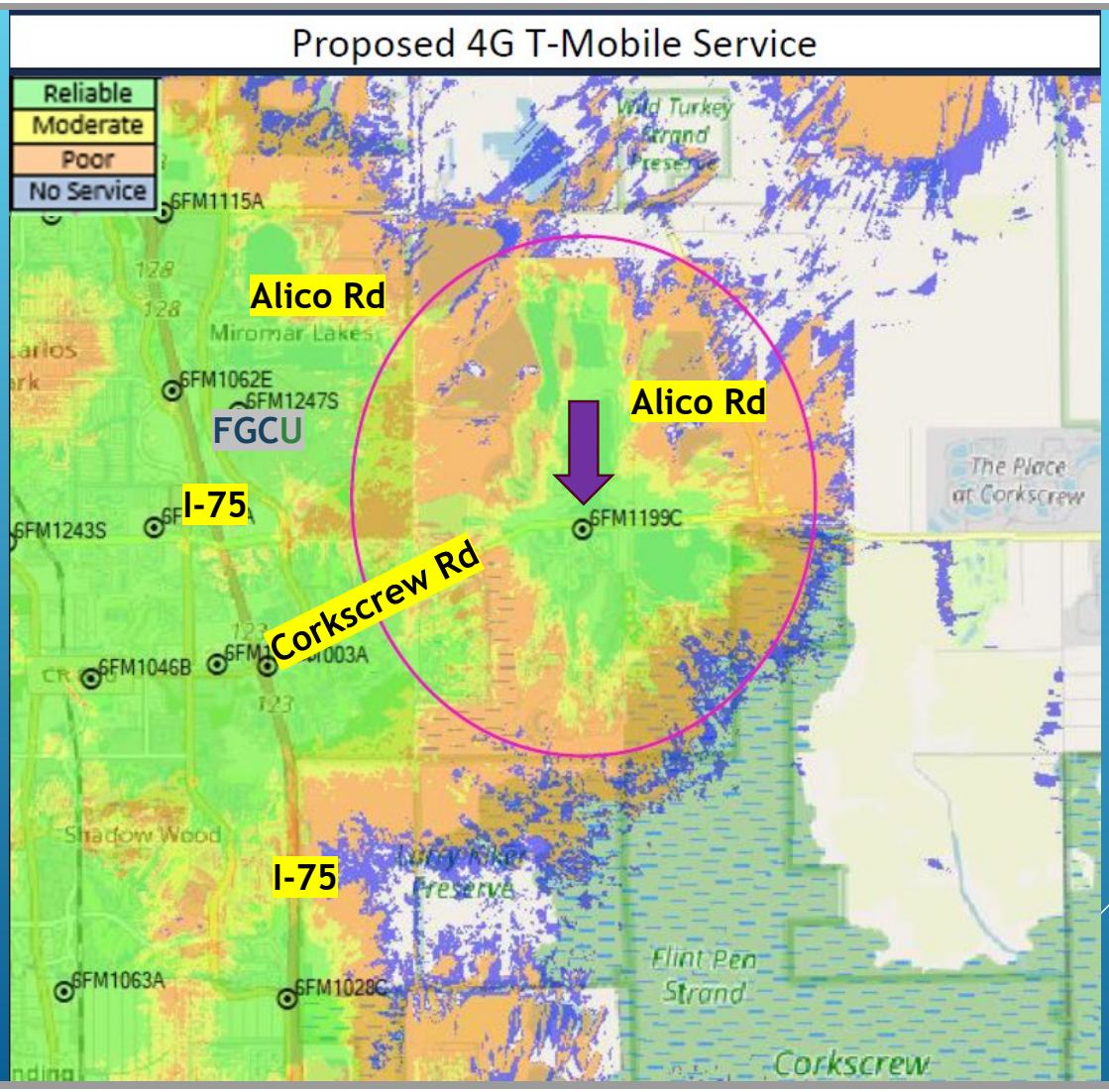
verizon

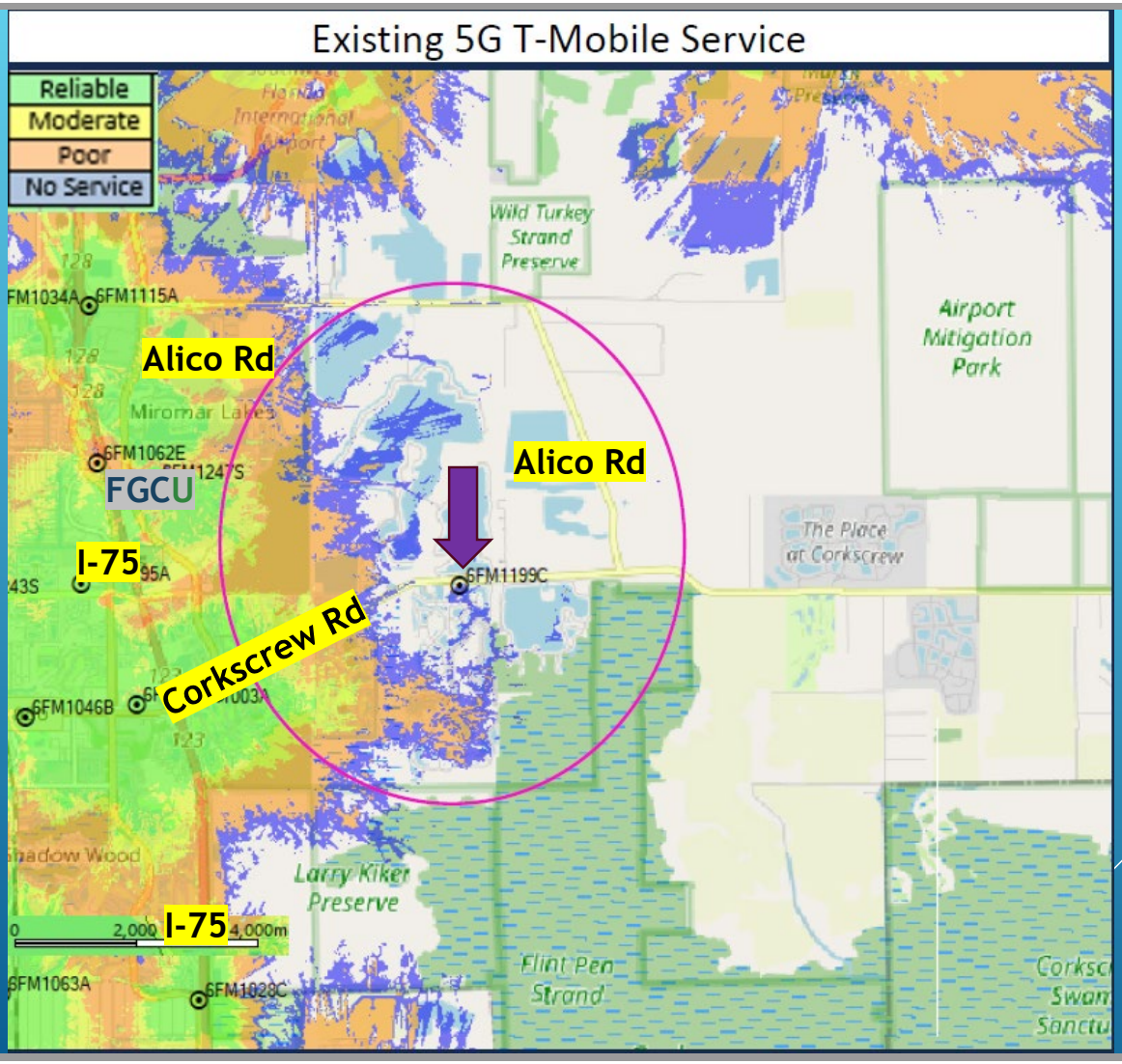
RF NEED – T-MOBILE

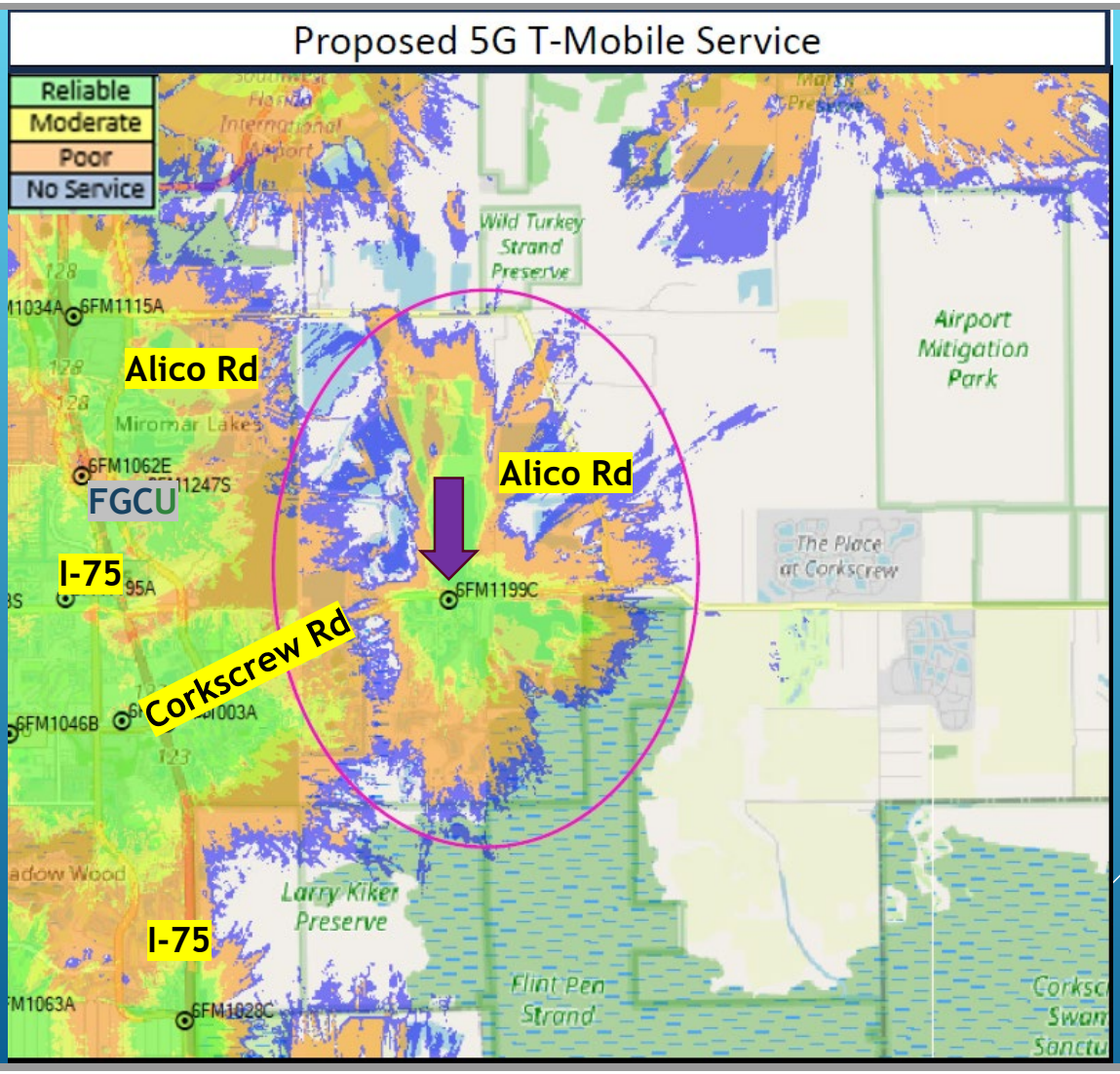
Mattaniah S. Jahn


Current Network with Proposed Tower
Alico Rd
Alico Rd
FGCU
I-75
I-75
Corkscrew Rd
6.28 Miles
7.51 Miles
12.86 Miles
3.28 Miles
3.89 Miles
11.46 Miles
6.82 Miles
GFM1231M
GFM1106E
GFM1088A
GFM1247S
GFM1195A
GFM1199C
GFM1002A
GFM1127A
GNC1138S
GNC1134S
Southwest Florida International Airport
Imperial Marsh Preserve
Wild Turkey Strand Preserve
Airport Mitigation Park
The Place at Corkscrew
Hendry County
CR 850
Corkscrew Marsh
Larry Kiker Preserve
Flint Pen Strand
Corkscrew Swamp Sanctuary
Corkscrew Regional Ecosystem Watershed
Legend
Site On Air
Proposed tower
Search ring Polygon

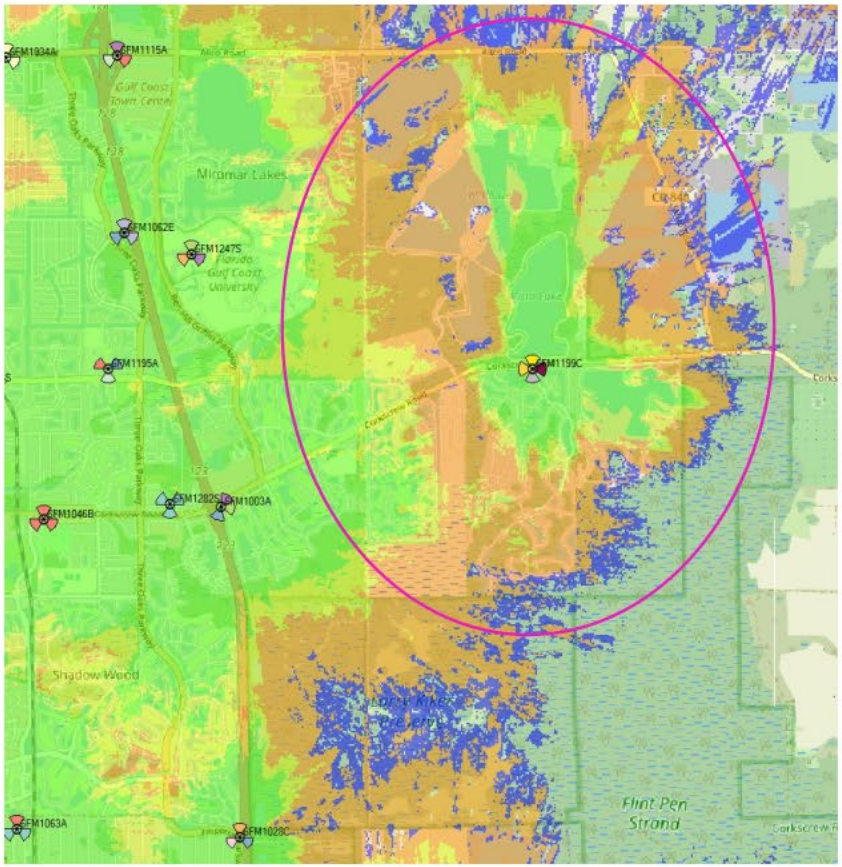

Existing 4G T-Mobile Service
Reliable
Moderate
Poor
No Service
6FM1115A
Alico Rd
Miromar Lakes
6FM1062E
6FM1247S
FGCU
Alico Rd
I-75
6FM1243S
6FM1199C
Corkscrew Rd
6FM1046B
Shadow Wood
I-75
6FM1063A
6FM1028C
Wild Turkey Strand Preserve
The Place at Corkscrew
Flint Pen Strand
Corkscrew
0
2,000
4,000m


Proposed 4G T-Mobile Service
Reliable
Moderate
Poor
No Service
6FM1115A
Alico Rd
Miromar Lakes
6FM1062E
6FM1247S
FGCU
I-75
6FM1243S
Alico Rd
6FM1199C
Corkscrew Rd
6FM1046B
Shadow Wood
I-75
Preserve
6FM1063A
6FM1028C
Flint Pen
Strand
Corkscrew
The Place
at Corkscrew

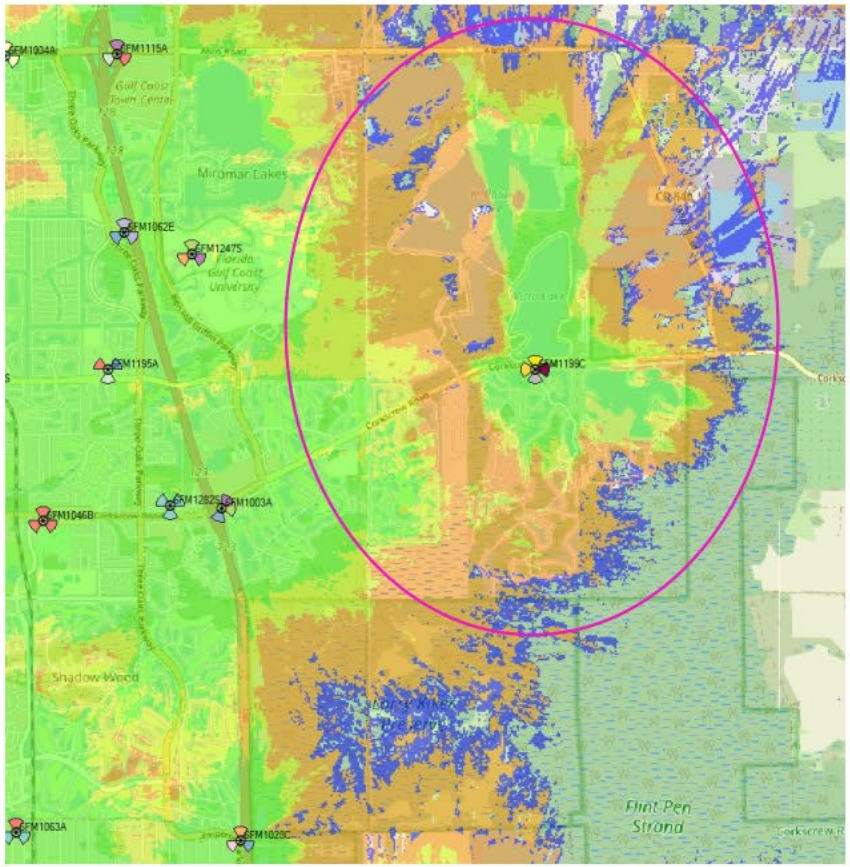

Existing 5G T-Mobile Service
Reliable
Moderate
Poor
No Service
Alico Rd
Alico Rd
FGCU
I-75
I-75
Corkscrew Rd
6FM1034A
6FM1115A
6FM1062E
6FM1199C
6FM1046B
6FM1063A
6FM1028C
Wild Turkey Strand Preserve
Airport Mitigation Park
The Place at Corkscrew
Larry Kiker Preserve
Flint Pen Strand
Shadow Wood
0
2,000
4,000m


Proposed 5G T-Mobile Service
Reliable
Moderate
Poor
No Service
Alico Rd
Alico Rd
FGCU
I-75
Corkscrew Rd
I-75
6FM1115A
6FM1062E
6FM1199C
6FM1046B
6FM1028C
Wild Turkey Strand Preserve
Airport Mitigation Park
The Place at Corkscrew
Larry Kiker Preserve
Flint Pen Strand
Miromar Lakes

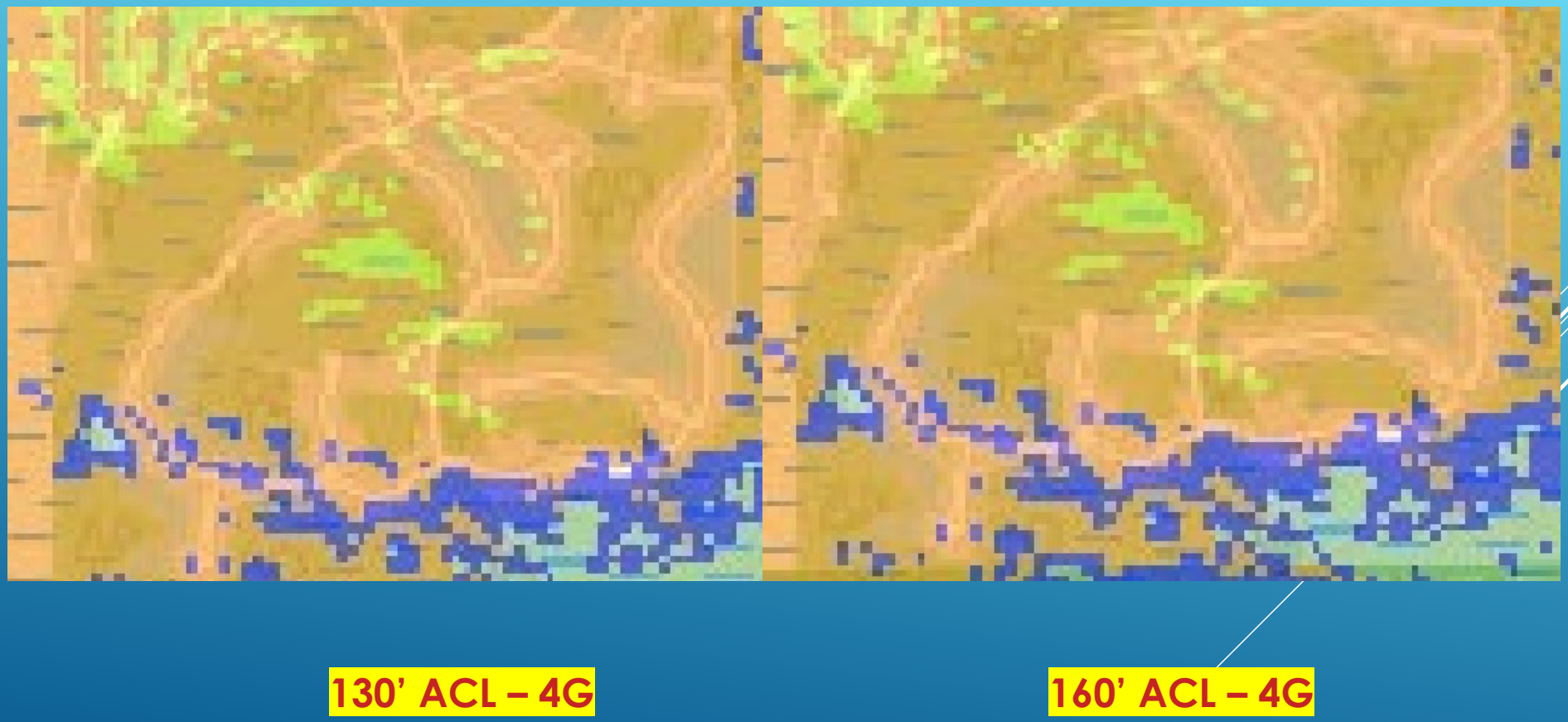
Proposed 4G T-Mobile Service @ 130 feet



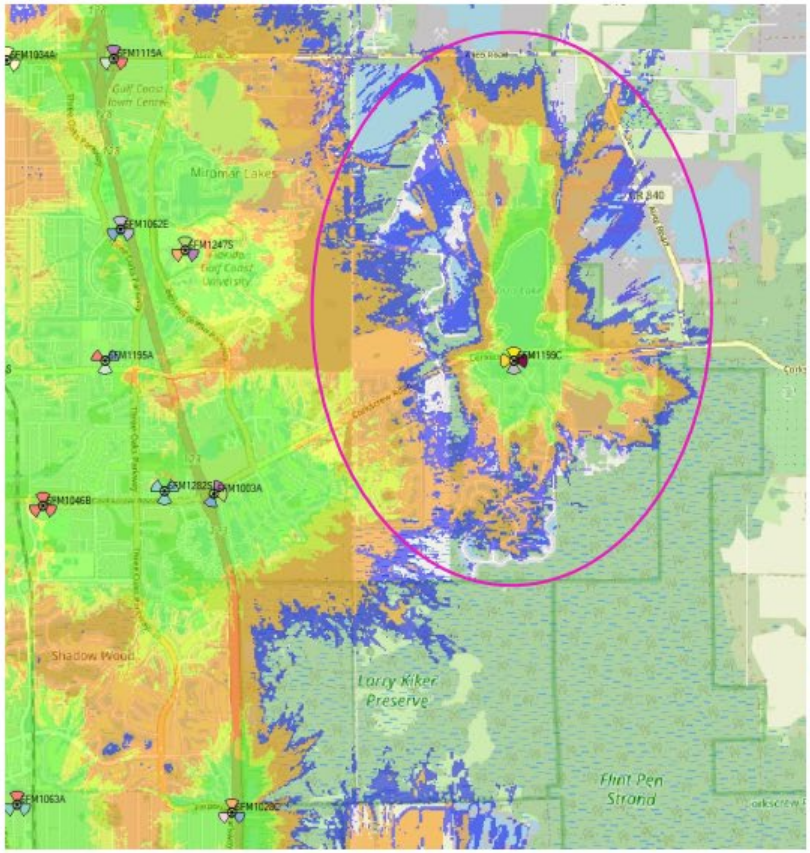
Proposed 4G T-Mobile Service @ 160 feet



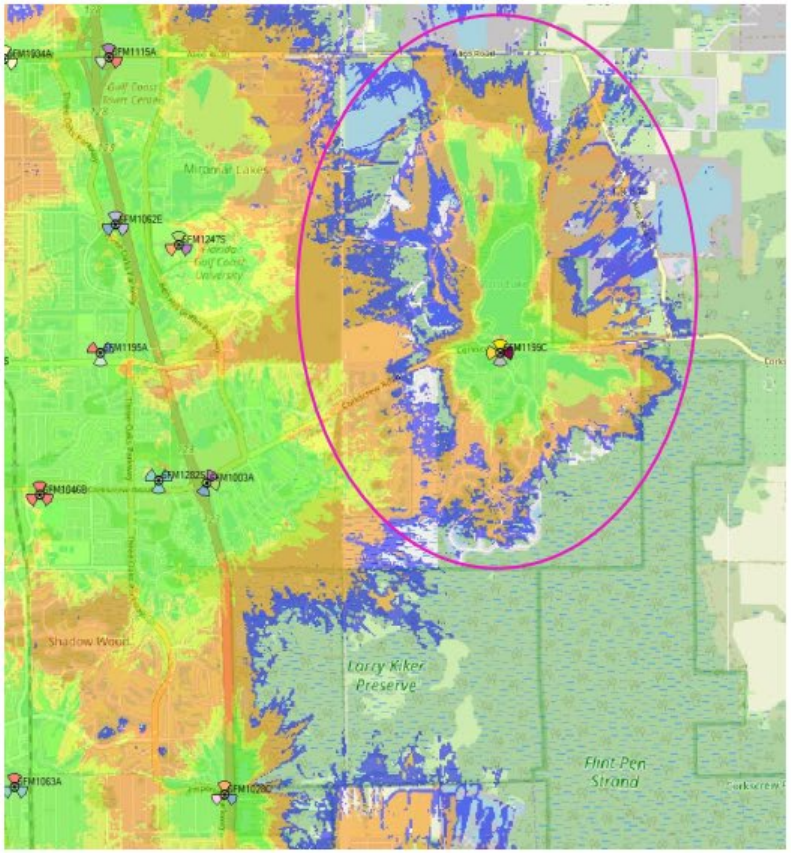
Reliable
Moderate
Poor
No Service


130' ACL – 4G
160' ACL – 4G

Proposed 5G T-Mobile Service @ 130 feet

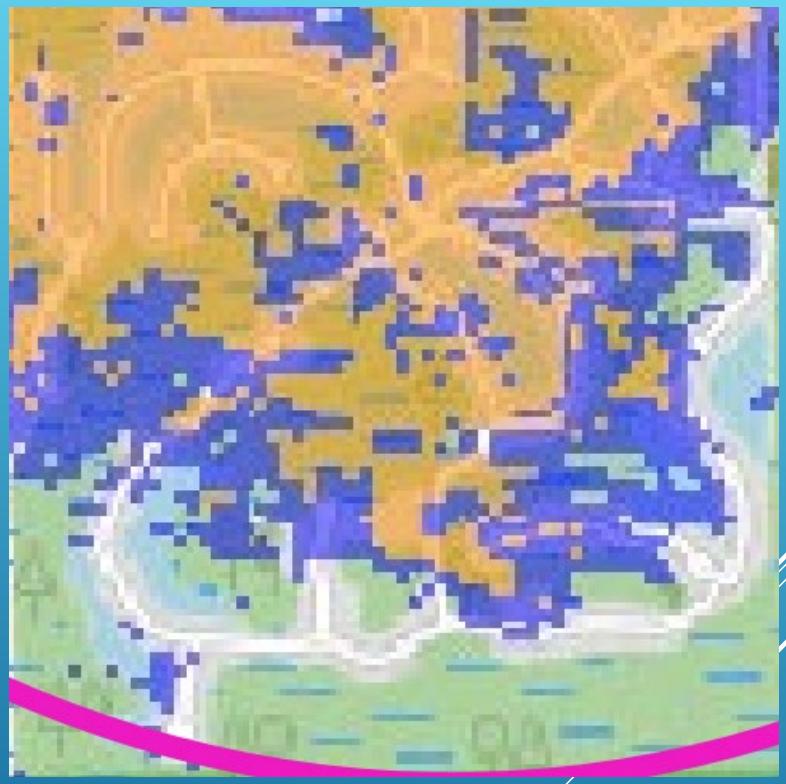


Proposed 5G T-Mobile Service @ 160 feet



Reliable
Moderate
Poor
No Service

130’ ACL – 5G



160’ ACL – 5G

Mary Gibbs
Community Development Department
9401 Corkscrew Palms Circle
Estero, FL 33928
noble@estero-fl.gov

RE: Letter of Need – T-Mobile – 6FM1199C (Broadus – FL-101 Bella Terra)
STRAP #20-46-26-E3-010C1.00CE; Folio ID: 10488049
Planned Development Amendment Request for a
Monopole Wireless Facility

Dear Ms. Gibbs:

This letter is to confirm T-Mobile's RF need to collocate upon a 178' AGL monopole wireless facility (Monopole) upon STRAP #20-46-26-E3-010C1.00CE; Folio ID: 10488049 within the Village of Estero, FL (Village). After a diligent review of the area, the proposed tower is the only known structure of sufficient height, that is available to meet T-Mobile's needs at this time. T-Mobile originally provided RF support materials and propagation maps supporting Broadus' application, with T-Mobile's antennas located with their center line at 130' above the ground.

During the pendency of the application, several members of the Bella Terra Community (Bella Terra) expressed concern that T-Mobile's reliable signal levels will not be able to reach the southern portions of Bella Terra. The cellular frequencies that the FCC licenses to cellular carriers in the US are strongly affected by the built and natural environment. Objects such as houses and trees can scatter cellular signals and reduce the coverage range for reliable signals (ground scatter). The primary method to account for ground scatter is to increase the height of the antennas sending out the signal so that they may get above more of the objects creating the ground scatter and achieve a better line of sight to the cellular devices around the tower.

I have reviewed T-Mobile's Radio Frequency propagations and proprietary Radio Frequency metrics. If the Village were to approve a tower tall enough to allow T-Mobile to set its antenna center line at 160' above the ground, the antennas would be subject to less ground scatter, which would allow T-Mobile to achieve stronger signal levels and more reliable cellular connections to cellular devices in the southern portion of the Bella Terra Community.

Thank you for your time on this important project serving the Eastern portion of the Village of Estero.

Sincerely,

Olga Maffeo

Olga Maffeo
Sr Engineer, Radio Frequency
T-Mobile

HOUSEKEEPING

Mattaniah S. Jahn

Notarized Written Consent to Reduce Setback for Communication Tower

Re: Broadus Towers, LLC – FL-101 Bella Terra
STRAP 20-46-26-E3-0101C1.00CE

1. I am Pete Ferreira, I am at least 18 years of age and my address is 1467 Railhead Blvd., Naples, FL 34410.
2. I am the Regional Vice President - Construction for Hotwire Communications and have the authority to execute this affidavit.
3. Hotwire Communications Owns a fiber telecommunications facility located on STRAP 20-46-26-E3-0101C1.00CE (the "Fiber Hut"). Broadus Towers, LLC (Broadus) proposes to construct a 178' AGL monopole style communication tower (Monopole) on Parcel No 20-46-26-E3-0101C1.00CE, neighboring the Fiber Hut to the West.
4. Staff for the Village of Estero typically require the Monopole to be separated from structures like the Fiber Hut by 100% of the tower height, 178' in this instance.
5. I consent to Broadus' request and have no objection to the reduction of the required 178' tower setback to 45' to my property.

Name: Pete Ferreira

10/08/2023
Date

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 8th day of OCTOBER, 2023, by PETE FERREIRA who is personally known to me or who has produced N/A as identification.

Notary Public State of Florida
Sandra M Melvin
My Commission HH 288325
Expires 7/26/2026

(SEAL)

Notary Public
SANDRA M. MELVIN
Printed Name of Notary

Hotwire Consent

January 10, 2024

Matt A. Noble, AICP, CFM
Principal Planner
Community Development Department
9401 Corkscrew Palms Circle
Estero, FL 33928

RE: Bella Terra Project
Tower Height and HOA review

Dear Mr. Noble:

As President of the Bella Terra Homeowners Association this letter is to explain how the Tower Committee works within the Bella Terra HOA.

The Bella Terra residents originally authorized the tower project via survey referendum, it was one of our highest participation votes of the residents in recent years. The survey was merely to obtain the membership's consensus on whether the parcel should be used for the tower project
the fine details of de
time, the tower has
in addition to the t
communicated the w
open monthly meeti
anecdotal responses.
about their view. Th
to all.

The tower project's
the community inter
area of much consid
hours have been s
development is con
footprint as possibl
improved for our re
the tower is situated
"deadspace" which cannot be used for future amenity development.

Thank you in advance for your assistance in this matter. Please do not hesitate to contact me if I am able to provide you with additional information.

Page **1** of **2**

The tower project's location on the parcel is a matter of high sensitivity to our residents because the community intends to develop the rest of the parcel. Our front 12+ acre parcel has been an area of much consideration and scrutiny within our community over the past few years. Many hours have been spent trying to best understand the use of this property as far as future development is concerned. Ideally, we would like to create a utility area with as small of a footprint as possible in the northeast corner of the parcel, leaving as much raw land to be improved for our residents' enjoyment through development of additional amenities. The way the tower is situated in the current proposal provides that maximization and eliminates areas of "deadspace" which cannot be used for future amenity development.

Bella Terra HOA Preference Letter

For calendar year 2021

Wireline – 9,153
Wireless – 153,427
VoIP – 14,493
SMS – 270
Unclassified – 5,327

Collier County 911 Call Statistics

A message was sent to you regarding record request #22-9347:

RE: PUBLIC RECORDS REQUEST

Dear Aya Abunada,

The Orange County Sheriff's Office received a public information request from you on 05/13/2022. Your request mentioned:

Please provide us with the statistics on the percentage of 911 calls made on land line vs. Wireless phones in Orange County in 2021.

Please find the response received from Communications:

According to the 2021 report provided to us by the Orange County 911 Office, the categories you describe breakdown as follows:

Land line **124,028**

Wireless **1,024,672**

If you need further information, please contact Orange County 911 Office.

Thank you.

If you have any questions or need additional information, please feel free to respond to this message or contact us at 407-254-7280.

Sincerely,

Orange County Sheriff's Office
Records Section

Orange County 911 Call Statistics

BELLA TERRA
178’ AGL MONOPOLE TOWER

(7) Preservation of local zoning authority

…

(B) Limitations

(i) The regulation of the placement, construction, and modification of personal wireless service facilities by any State or local government or instrumentality thereof--

(I) …

(II) shall not prohibit or have the effect of prohibiting the provision of personal wireless services.

…

(iv) No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions.

BELLA TERRA
178’ AGL MONOPOLE TOWER

Tammy Duran

From: cuisinox cuisinox.com <cuisinox@cuisinox.com>
Sent: Wednesday, April 24, 2024 12:48 PM
To: Tammy Duran
Subject: 178' cell tower on Bella Terra community property
Attachments: Cell Tower letter to Mary Gibbs of the Village of Estero.docx

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.
Report Suspicious

Dear Tammy,

I have attached a letter I sent to the attention of Matt Gibbs this morning. It is concerning the location of the cell tower on Bella Terra property.

Kindly let me know if you have any questions.

Best regards,

Leo Cavaliere
21141 Bella Terra Blvd
Estero, Fl
33928

1

April 24, 2024

Mary Gibbs
Community Development Department
9401 Corkscrew Palms Circle
Estero, FL 33928
noble@estero-fl.gov

Re: Installation of a 178' foot cell tower on Bella Terra property

Dear Ms. Gibbs:

Many residents of the Bella Terra Community have become concerned and angry about the manner in which the placement of the proposed cell tower has been unilaterally decided without consulting the residents of the community. They prefer to have the tower placed further west, closer to the west corner of the 12-acre parcel that was recently purchased by the community. The reasons for this are as follows:

1) The survey regarding the cell tower sent in July 2022 to Bella Terra community by the Master Board consisted of one question only, simply, "Would you be in favor of the addition of a cell tower to our Community?" There was no mention whatsoever of where this cell tower would be located.

2) A number of the survey respondents qualified their answers by asking where this tower would be located, indicating that its placement was a necessary piece of information to decide whether they would be for the addition of a cell tower. The Master Board responded that the Board "did not want to move forward with a contract or permitting until the general sentiment of the community was gathered." Since then, no formal steps have been taken by the Board to obtain the general sentiment of the community.

3) Total respondents to the survey do not represent a majority of the community
   (a) There are approximately 2,000 homes in Bella Terra
   (b) Total respondents were 890, or about 45%
   (c) 719 answered "yes" to the cell tower, without having the information on its planned location, making it about 36% of the community. If information on its location had been given, the response would have likely been much lower.

4) The location selected by the Master Board, near the entrance, creates numerous problems:
   (a) It is an eyesore to nearby residents, especially residents in the Condos
   (b) It is an eyesore to residents using the Clubhouse, the pool, the sports fields and other amenities

(c) It is an eyesore to everyone entering and leaving Bella Terra
(d) Given the proximity to the Clubhouse and entrance, it renders valuable property less attractive for expansion of future amenities
(e) Residents of the condos are concerned about the potential hazard to long-term exposure to radiation from the multiple antennas that will be installed on the tower.

5) Despite a growing awareness and protest by the members of the community, the Master Board has stated that basically nothing else is being considered and that, "…placement of the tower would be up to the Village of Estero" which we believe is not the case.

6) The tower could be placed on the north-west corner of the property away from the Condos, away from the Bella Terra entrance and away from the Bella Terra Amenities area. The cost of building an access road to this location has been given as the reason why this can't be done. However, this is not a valid argument because the cost to build the longer gravel road to access the tower would be recovered by the rent from the land lease agreement with Broadus.

Sincerely,

Leo Cavaliere
21141 Bella terra Blvd
Estero, FL 33928
Email: cuisinox@cuisinox.com
Tel. (514) 984-4874

From: Donald Dest
To: Matt Noble
Cc: Tammy Duran
Subject: Proposed Cell Tower in Bella terra
Date: Tuesday, April 23, 2024 1:48:47 PM
Attachments: Verizon T-Mobile letters .pdf

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.

Report Suspicious

04/22/24

Mary Gibbs
Community Development Department
9401 Corkscrew Palms Cir.
Estero, Fl. 33928

Re: Concerns about the proposed cell phone tower at Bella Terra

Dear Ms. Gibbs,

My name is Donald Dest. I moved to Bella Terra in 2005 and I did vote on the proposed cell phone tower. I was a "No" vote. I'm a realtor, and I believe that putting a cell phone tower in front of our community, especially in the proposed location, next to the entrance, would have a detrimental affect on our property values.

Yesterday I had lunch with a neighbor who pointed out some very disturbing facts about the proposed cell phone tower project, and I think there should be a hold put on this project until all of these issues have been addressed.

Let me start with the vote to approve the cell phone tower. Bella Terra has just under 2000 homes. In the survey that I voted 'No' in, only 890 owners responded, and of the 890 who responded, 719 voted "Yes" in favor of the tower. That's less than half of the home owner's in the community and to my knowledge, no other attempt was made to reach more home owners. I don't believe that our board provided enough information at the time of the vote, in relation to the specific location of the cell tower and the coverage that it would provide to the whole community, for the home owners in Bella Terra to make an informed decision.

Now let's talk about placement. The residents in Bella Terra agreed to purchased the12 acres in front of our community so that we could have control of the future use of the property. Putting a cell tower in the proposed location, in NE corner of the property, would be an eyesore to future buyers entering our community and be detrimental to our property values, as I've previously stated. It would be an eyesore to both the villas and condominium owners in the front of the community. It would also be an eyesore to the people enjoying themselves while using our amenities, not to mention any health issue that could be connected with the radio signals from the tower's radio waves. In my opinion the tower should be placed in the SW corner of the property where it will be the least noticed and do the least amount of harm to people and our property values. These are all real concerns, that to my knowledge, have never been addressed properly.

Next there are the issues surrounding the height of the proposed tower. I've read two letters addressing the height issue. One letter from T-Mobile and one from Verizon. These letters came from two different people working for two different companies, yet somehow are identically worded except for the companies names in the copy of the letter. There is no letter head from either company on either letter. There is no contact information to be able to contact the people that wrote these letters and William Compton from Verizon, who wrote the Verizon letter, according to LinkedIn, hasn't worked for Verizon since 2020, which makes his letter a little sketchy at best. In an attempt the try and contact Olga Maffeo from T-Mobile, there is no Sr. Engineer by that name at T-Mobile, but again according to LinkedIn, there is a Sr. Engineer by the name of Olga Suarez. To my knowledge, these letters were written in response to a concern that arose, from a signal strength coverage map, about a coverage issues in the rear our community. These letters state that raising the height of the tower would provide better coverage to those homes, but no new coverage map has ever been produced. The cell phone companies provided us with an original map at the lower height, why can't they provide us with a revised map? I have supplied a copy of the two letters from Verizon and T-Mobile.

In closing, hopefully you can see my concern about moving forward with this project. I think we need to put the brakes on this project until we have a lot more answers from sources that we deem credible. I think the Bella Terra Board needs to supply it's residents with a lot more information regarding all of the issues that I've touched upon in this letter, especially placement and I think a new more detailed and updated survey should go out to all the residents again. It's been two years

since the original survey was sent out and the location of the tower was never even mentioned in the original survey. I also feel that if the Bella Terra's board can't get a minimum of at least 51% approval from all the residents, on an issue as important as this one, this project shouldn't even be approved.

Regards,

Donald Dest

Realty World J. Pavich Real Estate
21301 S. Tamiami Trail, Suite 340
Estero, Fl. 33928
Direct: 239-560-9462
Email: ddest51@gmail.com

04/20/2024

Village of Estero Council Members:

My name is Fernando "Skip" Bonacquisti. I am a retired physical education teacher/interscholastic athletic coach and my wife, Jacqueline, is a retired registered nurse. We purchased our Bella Terra condo in 2012. Our condo is in building 19910 on Barletta Lane which happens to be the closest residential property to the proposed location of the 178' cell tower. The distance of the proposed tower location to our condo building is approximately 225 yards, which is 215 yards shorter than a quarter of a mile.

With both myself and my wife working in the healthcare field for over 30 years each we, as well as other condo owners, are extremely concerned and worried over the potential health risks from RF waves from a cell tower that is considerably less than a quarter of a mile from our condos. When a large balloon was flown over the proposed tower location a couple of months ago, I began researching articles on cell towers, their potential health risks and safe distances to be away from a tower. These articles ran the gamut from: "no strong evidence of health risks"… to… " increased risks of headaches, memory problems, dizziness, depression and sleeping problems"… to… "more studies need to be done by independent agencies" and most importantly….to…"Stay at Minimum ONE QUARTER of a Mile away from a cell tower and to be safer ONE HALF mile." As I had previously mentioned, our building is much closer than a quarter of a mile to the proposed tower location.

The Bella Terra master board emailed a survey in 2022 asking what residents would like in our community. On question was, "Would you be in favor of the addition of a cell tower to our community?" Of the 1900+ owners in Bella Terra, 890 responded and 719 (81%) answered "yes" which represents only 36% of the community. After the results of that survey, there should have been a 2nd survey regarding different areas of the community where residents would prefer to have it placed. I dare say that a large majority would not have voted to have a 178' tower placed at the entrance of our community realizing how extremely close it would be to the condos and to our pool, volleyball, basketball, pickle ball, tennis courts, walking path and clubhouse! That one question survey with no other information as to location is extremely questionable in my opinion. I can't help

but wonder why there wasn't a second survey. Then, two months ago, we see a balloon in the air where the tower is to be located (a stones throw) from our building.

In conclusion, I personally believe that until more group studies of 5G cell towers are done, these towers should never be positioned near any residential communities, schools, etc. The only cell towers I have seen around our area are near highway on/exit ramps and industrial sites. I have yet to see a tower in a residential community. I can only assume that village, towns and city leaders are taking a pro-active approach in keeping their citizens safe. It is my understanding that the placement of the cell tower is up to the Village of Estero. I'm asking you to please reject the tower location at the Bella Terra entrance. If the Village Board deems it absolutely necessary to give the go-ahead for a tower on the commercially zoned 12 acre property owned by Bella Terra, I'm sincerely hoping that you would relocate the tower and have it positioned at the most north-west corner (closest to Corkscrew road) of the property which will be as far away from the closest condo buildings and our outdoor community amenities. It may require more money for Bella Terra to relocate the tower, however, you can't put a dollar amount on a person's health and well-being.

I would like to thank the board members for getting through this fairly long discourse. Having coached different athletic teams for 30 years, I have a good idea of the time and effort that you put into your position and I sincerely appreciate your service to the Village of Estero.

Thank You for Your Time,

Fernando "Skip" Bonacquisti
19910 Barletta Ln.
#1514
Estero, Fl 33928

NORMAN E. ARFLACK
Brigadier General, USA (ret)
20631 Torre Del Lago St. Estero FL 33928
502-382-6888 **nearflack@aol.com**

April 10, 2024

Estero Village Council
9401 Corkscrew Palms Circle
Estero, FL 33928
Attention: Mary Gibbs

Dear Council Members,

I am writing in support to the construction of the cell tower on Corkscrew Road on properties owned by Bella Terra homeowners.

I served in various law enforcement and first responder roles for nearly fifty years. Additionally, I am a former Deputy Commanding General of the Kentucky National Guard. In these capacities I have developed a keen understanding regarding the importance of prompt response to emergency situations. The public safety issue alone should be sufficient reason to construct the cell tower in the requested location. In the event of an emergency contact with first responders or medical personnel is critical the status of our current service creates a huge risk to the safety and wellbeing of our residents. This tower will be constructed in such a manner as to provide continuing service to the area in the event of total power outage in the community. A great deal of thought has gone into placing it near natural gas lines that will allow the generators to operate and supply power to the infrastructure necessary to keep the system operational. This will not only benefit Bella Terra but other neighboring communities in close proximity.

Recently there has been concerns voice by at least one vocal member of the community regarding adequacy of coverage that will be provided. The information that has been circulated is inaccurate as it is based on a projection by the service provider if the tower had been built at a lower height than the one that is before you today for approval. The new height was determined by the provider when asked what would be need to provide the maximum coverage for the community. There has been much talk about lack of 100% coverage guarantee based on inaccurate information and inuendo. Such a guarantee would open providers up for potential liability in the event only one resident for whatever reason lost or did not have the desired coverage. Many of those in the area in question support the tower even in the unlikely event they would not have coverage. They freely admit that they don't have coverage now and are willing to risk the fact that with new service they will. Also, why deny everyone improved coverage just to appease the few that may not.

There are many more reasons why the majority of Bella Terra residents have voiced support for this project I feel certain you have been inundated with information extolling the positive virtues of this construction. I respectfully request that the Estero Village Council grant favorable consideration to our request and approved the application that has been submitted.

Sincerely,

Norman E. Arflack

From: Mary Gibbs
To: Tammy Duran; Carol Sacco
Subject: FW: Cell Tower at corner of Bella Terra
Date: Thursday, April 18, 2024 10:30:07 AM

For council meeting

From: Lorraine Disken <ldisken@gmail.com>
Sent: Wednesday, April 17, 2024 4:12 PM
To: Mary Gibbs <gibbs@estero-fl.gov>
Cc: Timmy <nysargento@hotmail.com>
Subject: Cell Tower at corner of Bella Terra

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.
Report Suspicious

Dear Ms. Gibbs,
I am writing again about the proposed cell tower at the Entrance to Bella Terra. I am writing about reasons to move the tower further west, if not all the way, to the west corner of the 12 acre commercial parcel.

1. The community was never surveyed on the exact location of the placement of the tower. The only one question survey done in July 2022 asked: "Would you be in favor of the addition of a cell tower to our Community?"
   - Answers given to residents about the location of the tower said that: "Again, placement of the tower would be up to the Village of Estero"

2. Total respondents to that survey were 890.
   - 719 answered YES or about 81%.
   - There are about 2000 homes in BT, so this only represents about 36% of the community supporting it.

3. Placing the tower near the entrance of Bella Terra creates numerous problems:
   a. It is an eye sore to nearby residents, especially residents in the Condos and residents using the Clubhouse, pool and other amenities.
   b. It is an eye sore to everyone entering and leaving Bella Terra
   c. It renders valuable property (Given the proximity to the Clubhouse and to the entrance) less attractive for expansion of future amenities.
   d. Residents of the Condos are concerned about the potential hazard to long exposure to radiation from the multiple antennas that will be installed on the tower.

4.The tower could be placed on the north-west corner of the property away from the Condos, away from the BT entrance and away from the BT Amenities area.

a. The cost to build the longer gravel road to access the tower would be recovered by the rent from the land lease agreement with Broadus.

Thank you again for your consideration in this regard.
Lorraine & Tim Disken
20051 Barletta Lane
Estero, FL 33928
Sent from my iPhone

Begin forwarded message:

From: Lorraine Disken <ldisken@gmail.com>
Date: August 11, 2023 at 8:20:18 AM EDT
To: Timmy <nysargento@hotmail.com>
Subject: Fwd: Cell Tower at corner of Bella Terra

Sent from my iPhone

Begin forwarded message:

From: Lorraine Disken <ldisken@gmail.com>
Date: August 11, 2023 at 7:37:09 AM EDT
To: gibbs@estero-fl.gov
Subject: Cell Tower at corner of Bella Terra

Dear Ms. Gibbs,
I am writing to you with reasons why I am opposed to the building of a cell tower at the front of my beautiful community, Bella Terra. I am an original owner since 2005 and fell in love with it then, even before the clubhouse and pool were built. Bella Terra means beautiful land. That was how Lennar and US Homes marketed the community. A beautiful pool, small clubhouse, rink and sports field encouraged its residents to live a healthy outdoor lifestyle. That is why I fell in love with Bella Terra in the first place.

I am very concerned about the cell tower being erected within a 1/4 mile of the pool. Along with the Clock Tower, the pool is one of our defining features in this beautiful paradise. There are so many unanswered health concerns regarding radiation exposure, real or imagined.. no one really knows. Especially with the newer 5G poles. If the tower fell during a hurricane, it could either fall in the direction of the pool and destroy it or fall across busy Corkscrew Road. I was told 11 cell towers in the area came down during Irma. The HOA conducted an informal survey last summer by which the majority that got the survey in their email answered favorably for the tower. There were many of us who never received the survey even though we have received other surveys in the past. I do not summer there so I didn't hear anything about it until an informational meeting was held at the club house last night.

The idea of a cell tower right smack in the middle of all these beautiful residential communities goes against everything the Village of Estero is trying to accomplish with its emphasis on Mediterranean architecture. I remember when there were restrictions on Best Buy's signage in Coconut Point. My husband and I bought in 2005 before Coconut Point and Gulf Coast were even built.

There are other options for poor cell phone coverage. Advances are made every day. I'm afraid that once this tower goes up, it will never come down. Please consider all this before the board votes in September.

Thank you,
Lorraine Disken
20051 Barletta Lane Unit 2524
Estero, FL. 33928

Sent from my iPhone

From: Village of Estero, FL
To: Tammy Duran
Subject: ECOMMENT
Date: Monday, April 15, 2024 11:30:00 AM

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Village Council Meeting

Name

Lorraine Disken

Address

20051 Barletta Lane
Unit 2524
Estero 33928
United States
Map It

Community

Bella Terra Community

Email

ldisken@gmail.com

Phone

(516) 236-1667

Representing

resident

Date

04/15/2024

Agenda Item No. or Topic

Second Reading of Ordinance No. 2024-05 Bella Terra Cell Tower

Comments

I realize the need for better cell service in the southern most part of our community but I'm objecting to the location of it at our entrance. There is a portion of our commercial, vacant land to the far west of our entrance where it can be placed with only a 6 month delay according to our HOA President. It would not be that expensive as I am told a gravel road would suffice for the tower maintenance approx. once a month. Our Board president stated that it would mean a 6 month delay but we are talking about a possible 50 years of having the tower there. There are those parts of the community who don't get good cell service who don't care where it goes, they just want it up. And then there are parts of the community who don't have issues with cell service and want the location to be as far away as possible from where they live and play. There are some residences that are within 1/2 mile of the proposed tower location and are fearful of health ramifications, real or imagined. They DO care where it is placed. So, why not make the whole community happy and place it West of the entrance in the other corner of our commercial property.

Carol Sacco

Subject: FW: Bella Terra cell tower

From: Lisa Ninchritz <lisa@lisaninchritzrealtor.com>
Sent: Wednesday, April 10, 2024 2:58 PM
To: Mary Gibbs <gibbs@estero-fl.gov>
Subject: Bella Terra cell tower

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.
Report Suspicious

I am one of the 1899 homeowners located in the community of Bella Terra. I am in favor of the cell tower I am one that goes to meetings, fills out surveys, reads and pays attention to what's going on in this community, I run the unofficial trusted Facebook page in the community. Our board and committees have been NOTHING BUT transparent in every aspect of bringing the cell tower to the community for the past two years. There have been meetings, town halls within the community, discussed on social media, this cell tower could not have been communicated any more than it has been. Now you have one gentleman who has lived here for years and he is a very nice gentleman, but he talks, a lot! He is FOR the cell tower, he has no issue with the placement of the cell tower, he's not worried about emissions or radiation from the cell tower. This nice gentlemans biggest complaint is that he does not know exactly where the coverage will end. He is mad at Verizon for not getting him those exact details. I may not be an engineer , but I'm smart enough to know that you're never going to have 100% certainty on something like that. Because he feels he needs to see this map he has started a campaign getting everyone all riled up. I'm not worried about the Wi-Fi in our homes. The HOA provides that for us and every single home does have Wi-Fi. It's when we are out walking or driving or visiting friends, that's where we need the cell tower. According to the surveys, about 85% of us wanted the cell tower. And now you have the small group of people (and when I say small, I mean very small) who want to move the cell tower, who wants to get rid of the cell tower because they're worried about radiation, who doesn't want it placed where it's going to be placed. Every aspect of this has been discussed and planned and this small group of people who have every excuse in the book as to why they weren't informed (Their husband got the email, not them, they don't go on Facebook, they don't go to meetings, they don't read, they don't do surveys, they didn't know about a townhall, they didn't see the red balloon, they were up North and they just weren't paying attention). Please do not allow these people to hinder what a landslide of the community wants and needs.

My point in sending this email is if you get a small handful of residents showing up at your next town meeting in regards to this please remember there are 85% of us that are for this and just not as loud as the people who have decided two years later to complain.

Lisa Ninchritz
Licensed Real Estate Agent
Royal Shell Real Estate
(239) 405-0700

1

www.lisaninchritzrealtor.com

IMPORTANT: The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only. If you have received this email by mistake, please notify the sender immediately and do not disclose the contents to anyone or make copies thereof

Tammy Duran

To: Tammy Duran
Subject: RE: ECOMMENT

From: Village of Estero, FL <no-reply@estero-fl.gov>
Sent: Wednesday, April 17, 2024 8:30 AM
To: Tammy Duran <Duran@estero-fl.gov>
Subject: ECOMMENT

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Leo Cavaliere

Address

21141 Bella Terra blvd
Estero 33928
United States
Map It

Community

BELLA TERRA

Email

cuisinox@cuisinox.com

Phone

(514) 984-4874

Representing

BELLA TERRA owners (1899 owners)

Date

04/17/2024

Agenda Item No. or Topic

Cell Tower Location in the Bella Terra community

Comments

The residents of the Bella Terra community were recently told by the Bella Terra Master board that the exact location of the Cell Tower is the sole responsibility of the Village of Estero. My question to the Village is: Why have you decided to place a 178' cell tower only 200' away from our beautiful community main entrance? The west end of our empty 12.6 acre property, 800' away from the entrance, would seem to me as a much better location? We owners were also told by our master board that the reason you gave them for the front entrance location is due to the high cost of the 600' access road, and that the grade was 10' too deep? These two reasons seem very strange to me. The cost of a 600' foot dirt road through our empty lot would be no more than $ 50K and would be easily covered by the community. The grade being 10' deep does not seem accurate to me. There are

trees growing there and therefore could not be more than 4' deep and possibly even less. Considering the size and dept of the cement base required for a 178' tall cell tower, the 4' dept would easily be filled in by the thick cement slab foundation. The back fill around the slab foundation would easily bring it back to grade. Please take your time in allocating a better location. The 1899 owners were not properly informed of the entrance location and would be understandably upset to see it built there. Thank you.

From: Mary Gibbs
To: Tammy Duran
Cc: Carol Sacco
Subject: FW: Letters submitted to you regarding proposed Bella Terra Cell Tower
Date: Friday, April 12, 2024 4:35:43 PM
Attachments: Ltr to Mary Gibbs at Village of Estero.pdf
06 T-Mobile RF Letter - Additional Height FE 10-10-23.pdf
05 Verizon RF Letter - Additional Height FE 10-13-23.pdf

He said he copied you but I don't see you copied?

From: Louis Tancredi <lou.tancredi@gmail.com>
Sent: Friday, April 12, 2024 1:35 PM
To: Mary Gibbs <gibbs@estero-fl.gov>
Cc: Louis Tancredi <lou.tancredi@gmail.com>
Subject: Letters submitted to you regarding proposed Bella Terra Cell Tower

This Message Is From an External Sender
This message came from outside your organization.
Report Suspicious

Dear Mary,

I am attaching a letter to you with my comments and questions regarding the two letters (attached below) you received from Olga Maffeo and William Compton regarding the above subject.
I have also copied Tammy Duran so that she may distribute it to the Council members ahead of the Council meeting on the subject.

Please let me know if you have any questions or if you were able to obtain the information I requested.

Best regards,

Louis Tancredi
Bella Terra Resident
508 380 4968

October 13, 2023

Mary Gibbs
Community Development Department
9401 Corkscrew Palms Circle
Estero, FL 33928
noble@estero-fl.gov

RE: Letter of Need – Verizon - Compton (Broadus – FL-101 Bella Terra)
STRAP #20-46-26-E3-010C1.00CE; Folio ID: 10488049
Planned Development Amendment Request for a
Monopole Wireless Facility

Dear Ms. Gibbs:

This letter is to confirm Verizon's RF need to collocate upon a 178' AGL monopole wireless facility (Monopole) upon STRAP #20-46-26-E3-010C1.00CE; Folio ID: 10488049 within the Village of Estero, FL (Village). After a diligent review of the area, the proposed tower is the only known structure of sufficient height, that is available to meet Verizon's needs at this time. Verizon originally provided RF support materials and propagation maps supporting Broadus' application, with Verizon's antennas located with their center line at 140' above the ground.

During the pendency of the application, several members of the Bella Terra Community (Bella Terra) expressed concern that Verizon's reliable signal levels will not be able to reach the southern portions of Bella Terra. The cellular frequencies that the FCC licenses to cellular carriers in the US are strongly affected by the built and natural environment. Objects such as houses and trees can scatter cellular signals and reduce the coverage range for reliable signals (ground scatter). The primary method to account for ground scatter is to increase the height of the antennas sending out the signal so that they may get above more of the objects creating the ground scatter and achieve a better line of sight to the cellular devices around the tower.

I have reviewed Verizon's Radio Frequency propagations and proprietary Radio Frequency metrics. If the Village were to approve a tower tall enough to allow Verizon to set its antenna center line at 170' above the ground, the antennas would be subject to less ground scatter, which would allow Verizon to achieve stronger signal levels and more reliable cellular connections to cellular devices in the southern portion of the Bella Terra Community.

Thank you for your time on this important project serving the Eastern portion of the Village of Estero.

Sincerely,

William Compton
Senior Engineer - RF Design
Verizon Wireless

October 10, 2023

Mary Gibbs
Community Development Department
9401 Corkscrew Palms Circle
Estero, FL 33928
noble@estero-fl.gov

RE: Letter of Need – T-Mobile – 6FM1199C (Broadus – FL-101 Bella Terra)
STRAP #20-46-26-E3-010C1.00CE; Folio ID: 10488049
Planned Development Amendment Request for a
Monopole Wireless Facility

Dear Ms. Gibbs:

This letter is to confirm T-Mobile's RF need to collocate upon a 178' AGL monopole wireless facility (Monopole) upon STRAP #20-46-26-E3-010C1.00CE; Folio ID: 10488049 within the Village of Estero, FL (Village). After a diligent review of the area, the proposed tower is the only known structure of sufficient height, that is available to meet T-Mobile's needs at this time. T-Mobile originally provided RF support materials and propagation maps supporting Broadus' application, with T-Mobile's antennas located with their center line at 130' above the ground.

During the pendency of the application, several members of the Bella Terra Community (Bella Terra) expressed concern that T-Mobile's reliable signal levels will not be able to reach the southern portions of Bella Terra. The cellular frequencies that the FCC licenses to cellular carriers in the US are strongly affected by the built and natural environment. Objects such as houses and trees can scatter cellular signals and reduce the coverage range for reliable signals (ground scatter). The primary method to account for ground scatter is to increase the height of the antennas sending out the signal so that they may get above more of the objects creating the ground scatter and achieve a better line of sight to the cellular devices around the tower.

I have reviewed T-Mobile's Radio Frequency propagations and proprietary Radio Frequency metrics. If the Village were to approve a tower tall enough to allow T-Mobile to set its antenna center line at 160' above the ground, the antennas would be subject to less ground scatter, which would allow T-Mobile to achieve stronger signal levels and more reliable cellular connections to cellular devices in the southern portion of the Bella Terra Community.

Thank you for your time on this important project serving the Eastern portion of the Village of Estero.

Sincerely,

Olga Maffeo

Olga Maffeo
Sr Engineer, Radio Frequency
T-Mobile

Louis Tancredi
20317 Ardore Lane
Estero, FL 33928
lou.tancredi@gmail.com
(508) 380-4968

April 12, 2024

Mary Gibbs
Community Development Department
9401 Corkscrew Palms Circle
Estero, FL 33928
noble@estero-fl.gov

Re: Letters Submitted to you in support of installation of Monopole by Broadus in the Bella Terra Community by Olga Maffeo/T-Mobile and William Compton/Verizon Wireless

Dear Ms. Gibbs:

You received letters dated October 10, 2023 signed by Olga Maffeo, Sr Engineer with T-Mobile and, on October 13, signed by William Compton, Senior Engineer at Verizon Wireless in support of the 178 ft cell tower at Bella Terra. Please note that there is no letterhead in either of these letters, there is no contact information for the senders in the signature section, and the content of the letters is absolutely identical, even though they are written by different individuals from different companies. Can you please verify that the letters do originate from these individuals who do work for these companies and obtain the business contact information for them?

Moreover, neither of these individuals, nor the companies, have provided a coverage map for the new, taller tower as they did for the originally proposed 150 ft tower, which they concluded would not be sufficient to meet their needs. At this point, we need to see a coverage map for the currently proposed 178 ft tower to determine exactly what the coverage will be, and if it will meet the needs of Bella Terra and the Estero community.

Your assistance with this is greatly appreciated.

Yours Truly,

Louis Tancredi
Bella Terra Resident

Cc: Tammy Duran, Deputy Village Clerk

PUBLIC COMMENT CARD : Entry # 54176

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Village Council Meeting

Name

Michael LARSON

Address

20071 Barletta Lane
Unit 2711
Estero 33928
United States
Map It

Community

Bella Terra

Email

mlarson8756@gmail.com

Phone

(239) 207-1948

Representing

Myself

Date

03/09/2024

Agenda Item No. or Topic

Cell tower

Comments

In favor of the cell tower.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added March 9, 2024 at 5:44 am

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 54102

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Patricia Ryan

Address

13648 Troia Dr
Estero 33928
United States
Map It

Community

Bella Terra

Email

parunner2@yahoo.com

Phone

(239) 292-9489

Representing

Self

Date

03/12/2024

Agenda Item No. or Topic

C12023-E002

Comments

As a resident I am FOR the cell tower to be installed on Bella Terra property. There are times there is no phone service and only SOS available. Please approve this request. Thank you.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added March 7, 2024 at 10:40 am

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 54073

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Dennis Murphy

Address

13725 Collina Court
Estero 33928
United States
Map It

Community

Bella Terra

Email

dennislmurphy@aol.com

Phone

(703) 309-9710

Representing

Dennis Murphy

Date

03/06/2024

Agenda Item No. or Topic

Cell Tower

Comments

Build it now.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added March 6, 2024 at 2:37 pm

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 53977

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Chuck Milton

Address

13888 Cleto Dr
Estero 33928
United States
Map It

Community

Bella Terra

Email

premierautogrp@aol.com

Phone

(716) 984-0663

Representing

Myself

Date

03/05/2024

Agenda Item No. or Topic

Cell Tower

Comments

Although the tower might not be pretty it is a necessity. The service in the community is not adequate. My neighbor tried to make an emergency call and could not get service. With all the new homes being built not only do we need this tower but probably more. We don't have a choice, it must be approved.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added March 5, 2024 at 9:09 am

PUBLIC COMMENT CARD : Entry # 53971

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Patty Dufresne

Address

13585 Messino Court
Estero 33928
United States
Map It

Community

Bella Terra

Email

birdie_ridge@hotmail.com

Phone

(289) 213-3836

Representing

Bella terra

Date

03/05/2024

Agenda Item No. or Topic

DCI2023-E002

Comments

I am all for the cell phone tower. Will be a great improvement for service in our community

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added March 5, 2024 at 7:15 am

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 53970

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Michael Vecchio

Address

20984 corkscrew shores blvd
Estero 33928
United States
Map It

Community

Corkscrew shores

Email

mikevec4@msn.com

Phone

(239) 293-0474

Representing

Myself

Date

03/05/2024

Agenda Item No. or Topic

Cell tower

Comments

Please install a new cell tower as soon as possible. Due to the increased number of homes over the past few years we are in desperate need of another cell tower. I encourage and support the building of the new cell tower

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added March 5, 2024 at 6:28 am

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 53975

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Marion Conklin

Address

20057 Serre Drive
Estero 33928
United States
Map It

Community

Bella Terra

Email

minnieon@aol.com

Phone

(734) 604-3782

Representing

Myself

Date

03/12/2024

Agenda Item No. or Topic

Cell Tower

Comments

Don't want the cell tower in Bella Terra. I am against the tower for multiple reasons.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added March 5, 2024 at 8:33 am

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 53986

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Valerie Marzano

Address

20437 Torre Del Lago ST
Estero 33928
United States
Map It

Community

Bella Terra

Email

jmarz105@gmail.com

Phone

(239) 200-7306

Representing

Self

Date

03/12/2024

Agenda Item No. or Topic

DC12023-E002

Comments

Unsure what you need, me & my husband will be at that meeting 3/12/24 @ 4:30
This cell tower is going to be placed on our property which all who own in this community pays for that land in front. Hopefully we will get a discount of some sort. Again..we will attend on the 12th. Thanks

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added March 5, 2024 at 10:13 am

PUBLIC COMMENT CARD : Entry # 54001

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Kirk Armstrong

Address

21664 Belvedere Lane
Estero 33928
United States
Map It

Community

Bella Terra

Email

kirkandconnie.armstrong@gmail.com

Phone

(239) 221-2378

Representing

myself

Date

03/05/2024

Agenda Item No. or Topic

Proposed Cell Phone Tower in the Front lot of Bella Terra

Comments

I opposed the erection of a Cell Tower in the front of our community!
The tower is ugly. Its an eye sure, and will distract from the natural beauty a of our community. The proposed location is wrong. Very visible from the beautiful landscaped entrance entering into Bella Terra.

If the Cell Tower is approved, It should at least be relocated the the back corner of the lot where it is less visible from the entrance to Bella Terra.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added March 5, 2024 at 1:43 pm

PUBLIC COMMENT CARD : Entry # 54028

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Sue Davy

Address

21544 Bella Terra Blvd
Estero 33928
United States
Map It

Community

Bella Terra

Email

yaya5256@yahoo.com

Phone

(630) 664-6920

Representing

Self

Date

03/05/2024

Agenda Item No. or Topic

Cell tower

Comments

No cell phone tower in our sub division

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added March 5, 2024 at 7:06 pm

WordPress successfully passed the notification email to the sending server.