



IMPERIAL GOLF ESTATES HOMEOWNER'S ASSOCIATION Board of Directors Meeting

DATE: Thursday, November 13, 2025

TIME 10:00 AM.

IN PERSON LOCATION: Imperial Golf Club-

The meeting is downstairs in NEW meeting room near elevators (use main entrance)

Imperial Golf Course Blvd.

Naples, FL 34110

Join Zoom Meeting

https://vestapropertyservices.zoom.us/j/82134482133?pwd=Em9ca6P6D18Ha65riik0ycnpSg6H4d.1

Meeting ID: 821 3448 2133

Passcode: 458780

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AGENDA

Call to order and determine a Quorum, Proof of Notice

- 1. Approval of Previous Meeting Minutes
- 2. Presidents Report
- 3. Treasurers Report
- 4. ARB Report
- 5. Committee Reports & Managers Report
- 6. Any Old Business
 - New ARB Rules
 - Traffic Light Entrada/Livingston
 - Any Other Old Business
- 7. New Business
 - 2026 Budget Review/Approval
- 8. Member Comments
- 9. Next Meeting Date: December 11. 2025, 10AM—
- 10. Adjournment



Meeting Minutes

DATE: October 10, 2025

TIME: 10:00 a.m.

LOCATION: Imperial Golf Club, downstairs meeting room

Board Members Present: Gale Schwartz, Ted Anderson, Chuck Peacock, Jim

Wilson and Pam Falcigno

Others Present: Naomi Baratko, from Vesta Property Services), Mark Thieme, Maintenance supervisor, and One (1) homeowner members in person and 8 Members via Zoom.

1. Establish a Quorum/Call to Order and Proof of Notice:

A quorum was established, and the meeting was called to order by Gale Schwartz at 10:00am.

The meeting notice was posted in accordance with the Florida State Statutes and Association By-Laws

2. Approval of Previous meeting Minutes.

The previous meeting minutes were on motion to approve by Chuck Peacock, after a change is made in the Other Old Business conversation. Seconded by Ted Anderson and approved unanimously.

3. Presidents Report-This report was provided by Gale Schwartz

Last month we discussed the intersection of Entrada and Livingston. It appears our timing was very appropriate, as the county was considering changing the intersection to a right turn only intersection. A homeowner is now involved in speaking with the County regarding adding a traffic light. I will keep you posted.



President's Report Continued

This week we sent out a recap of the traffic enforcement within Imperial. The GIB is currently paying for the enforcement till December. However, the preliminary budget for 2026 contains a line item to maintain the patrols. This will be voted on at the next GIB meeting.

In Florida, the Marketable Record Title Act (MRTA) is a law that simplifies land transactions by extinguishing stale claims and old encumbrances on real property after 30 years, making titles marketable. For homeowner associations (HOAs), MRTA can extinguish <u>deed restrictions</u> and covenants, requiring associations to take action by recording preservation notices or other documents to keep these restrictions from expiring. Imperial Golf Estates is over 30 years of age. Our HOA attorney was contacted to ensure we remain in compliance. Our covenants were updated in 2021 and at that time MRTA updates were performed so this is not a concern.

We are looking at an update to our bylaws regarding structures which will be discussed under new business.

Negotiations with cable company providers continue through our consultant. It appears that we may receive a substantial decrease in cost from our current contract.

As a reminder to homeowners as rainy season ends, please look at your roofs as many may need cleaning.

We have seen an increase in "Florida white snow" which are weeds on the lawns. We ask everyone to work with your landscaper to control the outbreak.



President's Report Continued

Maintenance

The Golf course has agreed to split the cost for pressure washing and resetting pavers at the 4-way sign. Mark did work on pressure washing; however, our equipment is not strong enough to clean the pavers. The HOA purchased a new generator as the current generator was too old to repair. General maintenance continues throughout the community.

GIB

The budget is currently being developed, and the GIB is working to maintain the current assessment at approximately \$24 per door.

New signs alongside IGCB should be installed this month.

Treasurer's Report provided by Conrad Peacock Operating Results:

Our Year-To-Date operating results reported through August 31, 2025, remain positive. Our year-to-date income was \$1,196,797, which was a shortfall of \$2,273 (-0.9%), a slight improvement over last month. At the same time our expenses were \$1,101,989 which was \$15,932 under budget (-1.4%). The net effect was that through three quarters of the year we have a surplus of \$5,338.

It is notable on the income side that while income from home sales and transfers is only 63% of its YTD budget amount, almost every other item in the Other Income category is above budget. On the expense side almost every expense item is within minor variances to budget, both plus and minus. Only two items stand out as significant variances from budget – Legal Expense which is below budget and Infrastructure Maintenance which is above budget.



Treasurer's Report Continued

Delinquencies:

The total outstanding amount has decreased to \$26,658.05 from \$45,319.62 last month end. There are 25 delinquent balances ranging from \$8,743.86 to \$0.60. Seven properties are in the collection process (3 being resolved since last month) with two at the foreclosure stage. No further actions (other than the normal past due letter process) are recommended for the remaining past due accounts which will be monitored for future action. Hopefully, homeowners recognized the need for inclusion of past due balances with their October 1st payments.

Budget:

The budget cycle began with the September results and projected amounts for the final three months. We will adjust the final three months' estimates where appropriate to get to an estimated year end surplus or deficit value that must be plugged into next year's budget to reduce or increase quarterly payments respectively. A significant expense item change from this year will be the expected reduced costs of our Comcast cable services.

On a motion made by Pam F. and seconded by Ted A. the treasurer's report was accepted unanimously.

ARB Report provided by Ted Anderson

Seventeen (17) requests were submitted through the month of September, to include paint, gutters, garage doors, multiple pool decks, one (1) lease and (2) sale. Multiple requests are currently pending receipt of contractor documents.

Ted has been working with FPL regarding damages from work being performed. A 3rd party will be making the necessary repairs.



5.Committee Reports

Infrastructure Report provided by Pam Falcigno

Pam F. stated she will reach out to Pav regarding the water flow.

Entrada Gate Report provided by Jim Wilson

Jim stated that tailgating issues continue, resulting in the back gate passes being shut off for the violators.

6. Any Old Business Paver Proposals

Naomi submitted several proposals for the Board to review. After consideration, Jim W. made a motion to accept the proposal offered by Shoreline, which was seconded by Chuck P. and was approved unanimously. Naomi to coordinate with John Lee from the golf course.

Any Other Old Business

Proposals are still underway in obtaining pest and fertilization services. A meeting will be held with a vendor titled DTE to gain clarification on a previously submitted proposal.

No solicitation signs to be posted at the front gate, and the 4-way stop sign.

New Business- Revocation, Termination and /Recission of covenant Running with the Land-

Legal counsel prepared the above-mentioned document as a reversal to a previously instated document made necessary by a homeowner who had built a structure that is not attached to the home. This structure has been removed, and the homeowner is to be sent to Recission letter for signature, so Imperial Golf Estates can rescind the previously signed order.



New ARB Rules

Legal counsel to rewrite the ARB rules. After this has been completed, a note of change will be sent to the community, of which the change or changes will go into effect 2 weeks afterwards.

Updated Bylaws

The Bylaws were changed in 2020-2021, at that time/The MRTA documents were filed.

Memorial Bench

A homeowner reached out to Gale S. via email who wishes to donate a memorial bench, to be placed on the property at one of the parks for a dear resident that has passed away. On a motion from Pam F. and seconded by Ted A. this motion passed unanimously.

Member Comments A member requested an update on the streetlights up front.

New Meeting Date-November 10, 2025

Adjournment

With no further business to come before the board, a motion to adjourn was made and approved unanimously at 11:21 am.

On Behalf of the Board of Directors, Naomi Baratko LCAM

Presidents Report

Following last month's comments regarding a traffic light at the corner of Entrada and Livingston one homeowner contacted Collier County. Information obtained included that the County was going to make a left turn to Livingston illegal and only allow a right turn. At today's meeting a committee will be formed and asked to further investigate.

Our annual meeting is scheduled for Jan 21, 2026. In the past 3 years we have not had a quorum and no additional homeowners have volunteered to run for the board. It is my understanding that one current member, Jim Wilson, will not seek reelection to the board. We thank Jim for 6 years of service to our community. Currently, we are asking for community members to step up and submit their "letter of intent" when it is received this week. With Jim's "retirement" the board will only have 4 members and cannot legally function. Please step up!

Florida "snow" is again appearing on lawns. Please work with your landscaper to eradicate the weeds. This is not a good look for our community.

I attended the PUD meeting regarding Imperial Lakes, which will be located on the North side of Aubrey HS. While the community can have as many as 430 units in multistory buildings the developer has not yet decided to include homes, villas, etc. However, the builder has withdrawn his request for affordable housing units which would have resulted in over 700 units. Further information to follow.

Comcast negotiations continue and will be covered further on the agenda.

Budget review will be discussed further on in the agenda.

Maintenance Report

This week we completed power washing of the stones at the 4-way stop sign by an outside contractor.

Other power washing continues in the community by Mark. After completion Mark will repaint curbs where necessary.

Mark has been replacing concrete sewer covers where necessary. Mark can build the covers internally, saving substantial funds.

The wing wall currently does not have electricity, and we are in the process of repairing. We hope to finish this before the holidays.

The wing wall has been repainted to match the front gate house and the halfway house on the golf course.

GIB report

New signs have been installed on IGCB.

GIB will not have an increase in dues from all the communities for 2026.

Traffic enforcement continues 1x per week with random hours and days, for the 4 hour patrols. The GIB voted to continue this for 2026.

Holiday lights are up and have been turned on.

The long-awaited light replacement at the island entrance to imperial had finally been installed by FPL.

ARB#	Submitted	Address	Scope of Work	Approved
#1236	12/18/2025	2022 Duke Dr	Paint House	10/1/2025
#1220	9/9/2025	2129 Imperial Cir	Install Gutters	10/1/2025
#1247	10/2/2025	1910 Countess Ct	New front door	10/3/2025
#1242	10/26/2025	2131 Imperial Cir	Landscape front of house	10/4/2025
#1200	7/12/2025	1901 Imperial Golf Course Blvd	Remove dangerous tree	10/4/2025
#1246	10/2/2025	1910 Countess Ct	Paint House	10/6/2025
#1245	10/7/2025	2208 Imperial Golf Course Blvd	New windows and doors	10/7/2025
#1248	10/7/2025	1828 Princess Ct	New front door with sidelites	10/7/2025
#1238	10/8/2025	1966 Imperial Golf Course Blve	Replace pool and pool deck	10/9/2025
#1249	10/9/2025	2208 Regal Way	Replace front door & sidelites	10/9/2025
#1251	10/13/2025	2218 Imperial Golf Course Blvd	Replace pool cage like for like	10/13/2025
#1254	10/16/2025	1823 Imperial Golf Course Blvd	New windows and slider	10/17/2025
	10/27/2025	2239 Imperial Golf Course Blvd	Sale	10/27/2025
#1265	10/27/2025	· 2218 Regal Way	New pool cage, refinish pool & deck	10/27/2025
#1234	10/15/2025	1820 Imperial Golf Course Blve	10 new insulated slider glass panels	10/20/2025
#1263	10/20/2025	1996 Imperial Golf Course Blvd	Paint House (alabaster)	10/23/2025
#1258	10/20/2025	2255 Imperial Golf Course Blvd	New Roof	10/23/2025
		Items Approved by ARB	Octoberber 1 -31, 2025	
		Respectfully Submitted	Ted Anderson November 1, 2025	

Imperial Golf Estates HOA Balance Sheet Period 10/31/2025

	October	Operating	Reserve	Total
	2025			
	Assets			
	Current Assets			
10000	AAB Op 2713	143,723.59		143,723.59
10005	AAB OP ACH 0759	37,400.65		37,400.65
10102	AAB Security Deposit 5329	10,000.00		10,000.00
10006	AAB 1257-Marsilea		47,667.11	47,667.11
10009	AAB CDARS 4759 Exp 6/4/2026 3.53687%		106,006.90	106,006.90
10012	AAB CDARS 7265 Exp 7/9/2026 3.8516%		252,814.98	252,814.98
10013	AAB CDARS 7222 Exp 1/8/2026 3.82606%		253,005.24	253,005.24
10014	AAB CDARS 2841 Exp 4/23/2026 3.53687%		100,087.24	100,087.24
10100	AAB Reserve 4499		50,009.45	50,009.45
10101	AAB Res ICS 499		512,107.61	512,107.61
10103	VNB Reserve 7894		240,203.92	240,203.92
10104	VNB Reserve ICS 894		20,249.59	20,249.59
	Total Current Assets	191,124.24	1,582,152.04	1,773,276.28
	Accounts Receivable			
11000	Accounts Receivable	49,316.51		49,316.51
11010	AR - Marsilea/Entrada	2,458.31		2,458.31
11050	Allowance for Bad Debt	(13,611.00)		(13,611.00)
	Total Accounts Receivable	38,163.82		38,163.82
	Current Assets			
12000	Utility Deposits	3,230.00		3,230.00
12100	Prepaid Insurance	65,847.99		65,847.99
12110	Prepaid Expense	496.64		496.64
	Total Current Assets	69,574.63	•	69,574.63
	TOTAL ASSETS	298,862.69	1,582,152.04	1,881,014.73
	Liabilities & Equity	Medical de servicios de la companya del companya de la companya del companya de la companya de l		
	Current Liabilities			
20000	Accounts Payable	7,995.00		7,995.00
20100	Accrued Expense	900.00		900.00
20110	ARC - Security Deposits	10,000.00		10,000.00
20111	Build Deposit	2,500.00		2,500.00
20120	Prepaid Assessments	61,073.01		61,073.01
20125	Deferred Income	217,432.67		217,432.67
	Total Current Liabilities	299,900.68	-	299,900.68
	Liability	***************************************	-	
30010	Dfrd Reserve - Pooled Reserve		1,545,338.02	1,545,338.02
	Total Liability		1,545,338.02	1,545,338.02
	Equity			
31000	Fund Balance	75,023.60	10,065.41	85,089.01
31100	Prior Year Surplus Allocated	(80,340.00)	,	(80,340.00)
	Current Year Net Income/(Loss)	4,278.41	26,748.61	31,027.02
	Total Equity	(1,037.99)	36,814.02	35,776.03

Imperial Golf Estates HOA **Balance Sheet**

Period 10/31/2025

October Operating Reserve Total 2025

Liabilities & Equity

TOTAL LIABILITIES & EQUITY

298,862.69 1,582,152.04 1,881,014.73

Imperial Golf Estates HOA Income & Expense Statement

Posted 10/1/2025 To 10/31/2025 11:59:00 PM

	This Mo	nth: Operatin			YTD: Opera	ting	
	Actual	Budget	\$ Var	Actual	Budget	\$ Var	Annual
Income							
<u>Administrative</u>							
40200 Owner Late Fees/Interest	1,502.58	500.00	1,002.58	5,774.95	5,000.00	774.95	6,000.0
TOTAL Administrative	1,502.58	500.00	1,002.58	5,774.95	5,000.00	774.95	6,000.0
Income							
40100 Operating Assessment	108,716.33	132,931.00	(24,214.67)	1,085,993.85	1,329,310.00	(243,316.15)	1,595,168.0
40110 Operating Assessment - less Cable	299.00	299.00	0.00	2,990.00	2,990.00	0.00	3,588.0
40120 Reserve Assessment	72,276.00	0.00	72,276.00	289,104.00	0.00	289,104.00	0.0
TOTAL Income	181,291.33	133,230.00	48,061.33	1,378,087.85	1,332,300.00	45,787.85	1,598,756.0
Other Income							
40205 Violation Income	0.00	100.00	(100.00)	1,500.00	1,000.00	500.00	1,200.0
40210 Legal Fees Charged to Owners	0.00	667.00	(667.00)	8,291.07	6,670.00	1,621.07	8,004.0
40215 Gate Access Income	410.00	250.00	160.00	3,730.00	2,500.00	1,230.00	3,000.00
40218 Marsilea/Entrada HOA Shared Inco	421.63	0.00	421.63	843.26	0.00	843.26	0.0
40219 Prior Year Surplus	8,034.00	8,034.00	0.00	80,340.00	80,340.00	0.00	96,405.0
40220 Miscellaneous Income	70.00	0.00	70.00	2,476.48	0.00	2,476.48	0.0
40230 Application Fees Income	600.00	500.00	100.00	7,050.00	5,000.00	2,050.00	6,000.0
40235 Sales/Overage/Transfer Fee	1,500.00	5,000.00	(3,500.00)	29,858.00	50,000.00	(20,142.00)	60,000.0
40300 Interest Income	4.44	25.00	(20.56)	37.05	250.00	(212.95)	300.0
42000 Reserve Transfer	(72,276.00)	(72,276.00)	0.00	(289,104.00)	(289,104.00)	0.00	(289,104.00
TOTAL Other Income	(61,235.93)	(57,700.00)	(3,535.93)	(154,978.14)	(143,344.00)	(11,634.14)	(114,195.00
TOTAL Income	121,557.98	76,030.00	45,527.98	1,228,884.66	1,193,956.00	34,928.66	1,490,561.00
Expense							
<u>Administrative</u>							
60000 Corporate Filing Fees	0.00	0.00	0.00	75.00	75.00	0.00	75.00
60010 Management/Accounting Fees	4,680.00	4,680.00	0.00	46,440.00	46,800.00	360.00	56,160.00
60015 Payroll	6,398.53	7,779.00	1,380.47	67,450.73	77,790.00	10,339.27	93,350.00
50020 Office Expense	850.00	1,000.00	150.00	9,637.36	10,000.00	362.64	12,000.0
50025 Website Expenses	124.17	121.00	(3.17)	1,235.06	1,210.00	(25.06)	1,452.00
60030 Credit Card Fees	12.36	0.00	(12.36)	12.36	0.00	(12.36)	0.00
60031 Bad Debt Expense	0.00	167.00	167.00	0.00	1,670.00	1,670.00	2,000.00
60035 Application Fees Expense	0.00	200.00	200.00	0.00	2,000.00	2,000.00	2,400.00
60036 Background Check Expense	136.15	250.00	113.85	1,334.27	2,500.00	1,165.73	3,000.00
60040 Legal Expense	1,362.98	4,167.00	2,804.02	22,798.20	41,670.00	18,871.80	50,004.00
60045 Acct/Tax Prep	0.00	0.00	0.00	5,500.00	5,508.00	8.00	5,508.00
0055 Board Meeting Expenses	0.00	30.00	30.00	397.50	300.00	(97.50)	360.00
60065 Taxes/Licenses/Dues	0.00	0.00	0.00	6,137.00	240.00	(5,897.00)	240.00
TOTAL Administrative	13,564.19	18,394.00	4,829.81	161,017.48	189,763.00	28,745.52	226,549.00
Building Maintenance							
61005 Maintenance Building	102.58	400.00	297.42	2,083.21	4,000.00	1,916.79	4,800.00
					•		

Imperial Golf Estates HOA Income & Expense Statement

Posted 10/1/2025 To 10/31/2025 11:59:00 PM

	This Mo	onth: Operatin	g		YTD: Operat	ting	
	Actual	Budget	\$ Var	Actual	Budget	\$ Var	Annual
63050 Infrastructure	3,564.00	3,067.00	(497.00)	52,307.68	30,670.00	(21,637.68)	36,804.00
TOTAL Building Maintenanc	4,065.40	4,488.00	422.60	60,629.72	44,880.00	(15,749.72)	53,856.00
Grounds						***************************************	***************************************
60085 Greater Imperial Board Allocation	15,373.66	15,375.00	1.34	153,738.85	153,750.00	11.15	184,494.00
62025 Landscape Contract	0.00	0.00	0.00	92.05	0.00	(92.05)	0.00
62035 Fertilization/Weed Control	4,580.42	0.00	(4,580.42)	7,569.58	0.00	(7,569.58)	0.00
62040 Tree Trimming/Replacement	0.00	0.00	0.00	9,385.00	0.00	(9,385.00)	0.00
62070 Irrigation	1,102.56	1,127.00	24.44	17,110.58	11,270.00	(5,840.58)	13,524.00
62075 Lawns	4,535.00	6,697.00	2,162.00	44,275.84	66,970.00	22,694.16	80,364.00
62080 Lakes	900.00	895.00	(5.00)	13,285.96	8,950.00	(4,335.96)	10,740.00
62085 Trees	0.00	0.00	0.00	2,115.00	12,000.00	9,885.00	12,000.00
TOTAL Grounds	26,491.64	24,094.00	(2,397.64)	247,572.86	252,940.00	5,367.14	301,122.00
Insurance							
60080 Total Insurance	6,607.29	5,427.00	(1,180.29)	55,961.80	54,270.00	(1,691.80)	65,124.00
TOTAL Insurance	6,607.29	5,427.00	(1,180.29)	55,961.80	54,270.00	(1,691.80)	65,124.00
Maintenance and Repairs							
60090 Vehicles	186.74	125.00	(61.74)	550.02	1,250.00	699.98	1,500.00
61010 Entry & Gate Maintenance	0.00	0.00	0.00	(5,908.47)	0.00	5,908.47	0.00
TOTAL Maintenance and Re	186.74	125.00	(61.74)	(5,358.45)	1,250.00	6,608.45	1,500.00
Other Expense							
64010 Miscellaneous Expense	0.00	18.00	18.00	3,321.92	180.00	(3,141.92)	213.96
TOTAL Other Expense	0.00	18.00	18.00	3,321.92	180.00	(3,141.92)	213.96
Public Utilities							
60070 Trash Collection	160.23	142.00	(18.23)	1,580.52	1,420.00	(160.52)	1,704.00
60075 Cable/Internet	70,942.91	70,041.00	(901.91)	698,652.56	700,410.00	1,757.44	840,492.00
65000 Electric	0.00	0.00	0.00	0.06	0.00	(0.06)	0.00
65020 Telephone/Communications	102.52	0,00	(102.52)	134.86	0.00	(134.86)	0.00
TOTAL Public Utilities	71,205.66	70,183.00	(1,022.66)	700,368.00	701,830.00	1,462.00	842,196.00
Repairs and Maintenance			·				
60095 Non-Vehicle Equipment	496.48	0.00	(496.48)	1,092.92	0.00	(1,092.92)	0.00
TOTAL Repairs and Mainten	496.48	0.00	(496.48)	1,092.92	0.00	(1,092.92)	0.00
TOTAL Expense	122,617.40	122,729.00	111.60	1,224,606.25	1,245,113.00	20,506.75	1,490,560.96
Excess Revenue / Expense	(1,059.42)	(46,699.00)	45,639.58	4,278.41	(51,157.00)	55,435.41	0.04
						·	

11/10/2025 9:17:08 AM Page 4 of 5

Imperial Golf Estates HOA Income & Expense Statement

Posted 10/1/2025 To 10/31/2025 11:59:00 PM

	This Mo	This Month: Reserve YTD: Reserve					
	Actual	Budget	\$ Var	Actual	Budget	\$ Var	Annual
Income							
Other Income							
40218 Marsilea/Entrada HOA Shared Inco	421.63	0.00	421.63	1,264.89	0.00	1,264.89	0.00
40300 Interest Income	2,437.75	0.00	2,437.75	25,483.72	0.00	25,483.72	0.00
TOTAL Other Income	2,859.38	0.00	2,859.38	26,748.61	0.00	26,748.61	0.00
TOTAL Income	2,859.38	0.00	2,859.38	26,748.61	0.00	26,748.61	0.00
Excess Revenue / Expense	2,859.38	0.00	2,859.38	26,748.61	0.00	26,748.61	0.00

11/10/2025 9:17:08 AM Page 5 of 5

Architectural Planning Criteria Imperial Golf Estates Homeowners Association, Inc.

These criteria establish the guidelines that shall be followed with respect to any and all improvements, construction, reconstruction, addition, deletion, change, alteration, repair, repainting, and replacement including landscaping changes on any improved or unimproved lot in Imperial Golf Estates. The ARB reviews "Building and Exterior Change Request" forms submitted by homeowners for conformity with the APC and either approves or disapproves the requested change. At its discretion, the ARB may establish specific conditions on its approval for change requests.

The following criteria has been amended and duly adopted by the Board of Directors, effective July 14, 2022.

All exterior changes must be submitted for approval from the ARC. Any variance or deviation from these criteria must be requested and approved by the ARB and the HOA board of directors

A. New Builds and Exterior Changes

1.Plans and details

- A. Where, applicable, the following supporting documentation must be submitted for approval with the application for construction of a new residence or modification to an existing residence or lot:
- 1. Complete set of construction drawings with siting as required by Collier County permitting. The plans must include site drainage plan required by Collier County. The set of plans will be retained by the ARB until the final inspection is completed.
 - 2. Landscape plans with detailed plant lists.
 - 3. Set of irrigation plans.
- 4.A manufacturers catalog pages showing the appropriate colors and patterns for roof, driveway, and exterior paint.
 - B. Tear downs must be approved prior to start of work.

2. Construction Deposit

A. The following shall constitute a schedule for construction deposits required to be submitted with all applications for construction.

- 1.New Residence- \$2,500.00 payable to the Imperial Golf Estates HOA.
- B. The above deposit is to be submitted with the application for construction to ensure compliance with the Covenants, Conditions and Restrictions for Imperial Golf Estates and Architectural Planning Criteria herein set forth. Failure of compliance may result in forfeiture of part or all of deposit depending on the nature of the violation and/or cost of correction of the infraction.
- C. Lot Owners shall notify the Property Manager's office within 60 days after completion and inspection of their project to request return of their Construction Deposit. Full deposit will be returned as long as there were no infractions.

3. Start of Construction

- A. No construction shall be started prior to complete approval of plans and details and submission of deposit to the HOA.
- B. Failure to obtain approvals and submission of deposit prior to start of work may result in refusing contractors access to the site and/or an injunctive or other relief.

B. SITE REQUIREMENTS

1. Set Back Lines

- A. Except as determined by the ARB and the Board of Directors under special cases for odd shaped or unusual lots that are handled on a case-by-case basis, the following set back lines shall apply:
 - (1) Front lot lines: (Defined as abutting an adjacent street) thirty (30) feet.
 - (2) Side lot lines: (Defined as abutting an adjacent property on either side ten (10) feet.
 - (3) Rear lot line: (Defined as abutting the rear of an adjacent property) twenty-five (25) feet.
 - (4) Pool deck, Pool cage or other pool enclosures to rear lot line: fifteen (15) feet.
- B. A corner lot shall be considered to have two (2) front lines, one (1) sideline and one (1) rear lot line. If the front line is adversely affected by the concave radius of a cul-de-sac, the ARB may grant a variance not to exceed ten (10) feet on the front line.

- C. When two (2) or more lots are acquired and used as a single building lot under a single owner, the side lot lines shall refer only to the lines bordering the adjoining property.
- D. All measurements to be to foundation lines. All set back lines to be measured by a Registered Land Surveyor, using a plot plan filed with the Collier County Registry of Deeds.

2. Grading

A. No elevation changes shall be permitted to any lot which materially affects the surface grade of surrounding lots. No storm water from any lot is allowed to drain onto an adjacent lot. Storm water drainage must flow to an existing storm drain located on or immediately adjacent to the lot in question or completely drain to the street or drainage ditch or lake adjacent to the lot in question. The exceptions to this provision are changes required by Collier County.

B During construction, all catch basins must be protected from job site runoff 3. Driveways and Walkways

- A. Driveways shall be constructed in such a manner so that the flair of the driveway at the adjoining street pavement does not extend beyond the side yard lot line of the home served by the driveway.
- B. In no event shall the driveway surface be less than five (5) feet from the side lot line without approval of the ARB.
- C. Driveway and walkway surfaces shall consist only of concrete, brick, tile, or masonry pavers and must be a neutral color and non-skid surfaces.

4. Equipment Screening

A. Soft water tanks, pool pumps and heaters, air conditioning equipment, generators and other ancillary or mechanical equipment shall be suitably screened so as not to be visible from any lot or street. The preferred screening is shrubbery, which may be maintained at any height and adds greenery to the landscape. If fencing or wall materials are used, they may be no higher than (4) feet. Equipment shall be located where sound from its operation will not adversely impact adjacent homes. The proposed fence screening will be constructed from the following permissible materials:

- (a.) Wood boards
- (b.) Vinyl (pvc)
- (c.) Masonry or concrete block with stucco finished painted to match the existing building.
- (d) Chain link fences in all colors are prohibited.
- B. Propane tanks shall be installed below ground and shall comply with all County Requirements.

5. Fences

Imperial Golf Estates has been developed as predominantly open land around residences with infrequent fences. This policy has substantially contributed to the beauty of the community. To preserve that beauty, the ARB is delegated broad discretionary powers to regulate the construction and installation of fences otherwise permissible under the criteria in Subsection (3), below.

- A. Fences are defined to include any dividing structure, wall or fence affixed to the ground on any lot.
- B. All fences hereafter constructed in Imperial Golf Estates shall first be approved in writing by the ARB. Residents must submit the design and/or style of the desired fence to the ARB for its consideration.
- C. The construction and installation of fences on the perimeter of any Lot or a portion of the perimeter of any Lot is discouraged. The ARB may use its discretionary powers to disapprove a perimeter fence that is not in character with the natural beauty of the community. No perimeter fence shall exceed four (4) feet in height as measured from the ground base of the fence. Fences for privacy shields that restrict visibility into bedrooms or bathrooms shall meet all other fence requirements except that they shall not exceed six (6) feet in height.

The ARB will consider the following before approving the construction of any fence:

- (1) The location of the fence will harmonize with the principal residence on the Lot and the surrounding residences. The fence will not adversely affect the character and nature of the community.
- (2) The color of the fence shall be compatible with the color scheme of the home and shall be harmonious with its surroundings.
- (3) The proposed fence will be constructed from the following permissible materials.
 - (a) Wood boards.
 - (b) Painted or powder coated aluminum.
 - (c) Vinyl (pvc).
 - (d) Masonry or concrete block with stucco finish painted to match the existing building.
 - (e) Chain link fences in all colors are prohibited.

5. Mailboxes

- Mailboxes must be kept in good repair. No discoloration, chipping or peeling of painted surfaces.
- 2. Must consist of a post and a box
- 3. Must conform to the current, approved standards for style and color.

6. Exterior Lighting

1. Exterior lighting mounted on a residence or on the ground on any Lot shall be properly directed and screened to avoid objectionable light shining on adjacent residences or property.

C. DWELLING REQUIREMENTS

1. Floor Area

- A. Minimum floor area (living area only) shall be a minimum of twenty-one hundred (2100) sq. ft. under air. Exterior dimensions are suitable for use in this calculation.
- B. The method of defining square foot area of a proposed building structure or additions to a building shall be to multiply the dimensions of the building at each floor.
- C. Garages, lanais, porches, patios, pools, terraces, and other similar areas shall not be taken into account in calculating the minimum area required.

2. Building Height

- A. No dwelling unit shall exceed thirty-five (35) feet in height.
- B. Dwelling height is measured from grade of the foundation to the highest part of the roof or chimney, if applicable.

3. Garages

- A. Each dwelling shall have an attached garage that shall accommodate no less than two (2) automobiles.
- B. All garages must have doors that are at least a minimum width of eight (8) feet for single doors and at least sixteen (16) feet for double doors.
- C. Garages shall have a minimum width of twenty-two (22) feet for a two-car garage, thirty-three (33) feet for a three-car garage and forty-four (44) feet for a four-car garage. Dimensions are measured from the outside walls of garage.

5. Exterior Walls

- A. Dwellings shall not have exposed structural block, imitation brick, imitation stone face, vinyl siding, or aluminum siding on the exterior walls.
- B. Due to technology and recent product improvements, the following exterior materials are permitted: composite wood or concrete lap siding and manmade or cultured stone.

6. Roof

- A. No flat or built-up roofs are permitted on any residence.
- B. The composition of all pitched roofs shall be tile, slate, metal, or dimensional composite shingles.

7. Enclosures

- A. All enclosures, including spa, hot tub and swimming pool enclosures, screen, or other types of enclosures, must be approved by the ARB prior to construction. All enclosures must meet county and state codes.
- B. No flat screen enclosures, unless part of an approved mansard screen enclosure, are permitted. The sloped portions of the screen enclosure shall have a pitch compatible with the pitch of the roof of the dwelling to which it is attached.

8. Color Scheme

- A. Each Owner must submit a color plan showing the color of the roof, exterior walls, shutters, trim, driveways, and other exterior features for all new construction, additions, changes, alterations, and repairs or repainting.
- C. The ARB shall consider and approve the extent to which the proposed color scheme is compatible with homes in the surrounding area and the extent it conforms to the general color scheme of the entire community.

9. Hurricane Protection

- A. All hurricane storm panels, or other wind mitigation protection placed over any exterior portion of the home must be approved by the ARB.
- C. Temporary hurricane protection such as plywood panels does not require the approval of the ARB. However, temporary protection shall be installed only in anticipation of a wind event such as a hurricane and must be removed in a reasonable amount of time following the wind event.

D. POOLS AND RECREATION FACILITIES

1. Location

- A. Location of any pool, tennis court, badminton court or similar recreational facility must be approved by the ARB.
- B. Pool screening may not be visible from the street in front of the dwelling.
- D. Screening and deck shall be at least fifteen (15) feet from the rear property line.

2. Construction Material

A. Materials and composition of same shall be of type commonly used in the industry and thoroughly tested for use in such construction.

3. Lighting

- A. Lighting of a pool or recreation area shall be designed to prevent any glare from being objectionable to surrounding residents.
- 4. Permanent Basketball Backboards and other Play Structures
 - A. All play structures, except permanent basketball backboards, shall be located at the rear of the dwelling within side yard setback lines and no closer than five (5) feet to the rear property line, except corner lots where such structures shall be located inside setback lines. All play structures, including, but not limited to playsets, sandboxes and gazebo covers or playhouses, whether built from scratch or with a kit will not exceed eleven (11) feet in height, as measured from the peak of the roof. Play structure roofs shall be painted green or stained. Hedges or trees shall be planted to screen the playhouse where necessary to ensure neighbor privacy.
 - B. Permanent basketball backboards shall be located in the same manner as play structures. If not practicable, such backboards may be located on the side of the residential driveway farthest from the center of the residence, provided the ARB determines that the proposed permanent basketball backboard will not adversely affect the appearance of the residence and its surroundings.
 - C. No permanent basketball backboard shall be attached to the structure of the residence.
 - D. No more than one (1) permanent basketball backboard shall be approved for any residence. No permanent basketball backboard shall be approved for a residence already occupied with a temporary basketball backboard, unless the permanent basketball backboard is intended as a replacement for the temporary backboard, and the Member agrees as a condition for the

- ARB's approval that the temporary backboard shall be removed, and no other temporary backboard shall be erected.
- E. No advertising slogans or trademarks shall appear on any permanent basketball backboard, except a small legend or trademark indicating the manufacturer that the ARB finds unobtrusive.
- F. Portable basketball backboards are permitted and must be approved by the ARB. However, these backboards must be located a minimum of 15 feet from the street.
- G. As a condition to its approval, the ARB may attach additional site and landscaping requirements as it deems appropriate.

E. LANDSCAPING

1. General Requirements

A. Each Owner or Contractor shall submit for approval a landscape and irrigation plan for the lot including adjacent rights of way and the area between the property line and any abutting sidewalk, bike path, road, or water management area.

B. Subject to governmental approvals and restrictions for exotic plants and trees, the Owner and Contractor must preserve existing native trees, shrubs, and palmettos wherever possible to enhance the landscape setting of the residence and overall appeal of the community.

2. Lawns

A. All lots shall have sodded front, side, and rear lawns. They must be kept green at all times of the year.

B. Lawns in rear, front and sides of each residence shall be extended to the property line or landscape bed of each lot or to the pavement line if same is beyond the lot line.

3. Sprinkler System

A. All lots shall have installed, prior to sodding, an underground sprinkler system providing one hundred percent (100%) lot coverage including landscaped right of way areas between the lot and abutting streets.

4. Planting

A. Minimum requirements for new planting at the front and sides of a new

residence shall be as follows:

- 1. Trees. One (1) canopy tree is required for every three thousand (3,000) square feet of lot area. Trees shall be a minimum eight (8) feet in height and 1 1 ½ inch caliber for the first fifty percent (50%) and the balance shall be minimum ten (10) feet in height and 1-3/4-inch caliber. Seventy- five percent (75%) of the trees shall be native to Florida and a maximum of thirty percent (30%) of trees may be palms. Existing trees may be credited towards this requirement if they meet the native, maximum palm and size requirements.
- 2. Any existing tree over fifteen (15) feet tall shall not be removed without approval from the ARB.
- B. Shrubs for new and complete relandscaping plans. Minimum quantity of shrubs to be planted shall be as follows:
 - (A) Three (3) gallon size-twenty (20)
 - (B) One (1) gallon size-thirty (30)

Note: Shrubs are not ground cover. Ground cover plants used are in addition to the requirements.

- (C) Planting beds shall be mulched with any commercially available mulch, including natural materials such as shredded or chipped cypress, eucalyptus, or pine straw. River rock or similar material shall be used on a limited basis as accent to the landscaping. River rock (or similar stone material) use as a ground cover substitute for sod is prohibited.
- (D) Homeowners are required to comply with Collier County regulations concerning prohibited exotic plants. Specific information concerning exotic plants may be obtained from the Collier County web site, www.colliergov.net.

F. CONSTRUCTION ACTIVITY

1. Approvals

- A. No work shall be started until all approvals have been issued and, if required, construction deposit received by the Property Manager of the Homeowners Association.
- 2. Construction Traffic and Activity
 - A. Parking and storage of construction equipment, dumpsters, portable toilets, vehicles and materials shall be on the lot being improved.
 - B. If possible, parking of construction and maintenance vehicles should be on the

Lot where the work is taking place. If street parking is necessary, it must be on one side of the street to permit emergency and other vehicle access.

- C. Owners must obtain ARB approval for the placement of dumpsters, portable toilets, and similar equipment on any Lot. In the "Building and Exterior Change Request", the Owner shall outline the scope of work requiring the equipment and estimate the time period that it will be on the Lot.
- D. All construction and projects must be completed in a reasonable amount of time. If an Owner experiences an unexpected delay, the Owner must notify the ARB concerning the justification for the delay and to obtain ARB approval for the delay.
- D. Homeowners must coordinate with the Front Gate for the entrance of contractors and service personnel.

4. Signs

A. During construction, the general contractors will be permitted to post one sign on the lot not to exceed six (6) square feet. No subcontractor or other signs will be permitted.

5. Site Condition

- A. Contractors must maintain construction activities on their project in a neat and orderly manner free of unsightly debris and/or hazards.
- B. All construction projects require a dumpster to be installed on site to receive debris. All debris shall be placed in the dumpster daily and not allowed to accumulate on the site. Dumpsters must be emptied in a timely basis when full.
- B. Contractors shall be responsible for the cleanup of debris from their operations found on roadway and adjoining lots.

6. Noise

A. Noise from construction activities shall be kept to a minimum. Loud radios or similar distractions will not be tolerated.

7. Damages

A. Contractors and/or Owners shall be responsible for the repair and replacement of any portion of properties, including but not limited to, landscaping, sidewalks, bike paths, drainage basins, concrete curbing, and roadways that contractors or their agents may damage and/or remove in Imperial Golf Estates and/or rights of way contiguous to their lot during the course of construction and all construction deposits may be used to satisfy or

correct such damage.

8. Working Hours

- A. The rationale for the limitations of working hours for both homeowners and service personnel within Imperial Golf Estates is to provide quiet for the neighborhood.
- B. Construction, lawn care, and maintenance for both exterior and interior work shall start no earlier than 7:00 a.m. and continue no later than 6:30 p.m., Monday through Friday. And 7:30am- 4:00pm on Saturdays.
- C. No contractor or vendor work shall be permitted on Sundays and holidays as defined in the Greater Imperial Board (GIS) Post Orders. These holidays are: New Year's Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas.
- D. Owners and immediate family members are allowed to work on their property Monday through Saturday from 7:00 a.m. to 8:00 p.m. On Sunday, working hours are restricted to 9:00a.m. to 4:00p.m. for owners and immediate family.
- E. Entry for emergency maintenance work after normal working hours and on Sundays and holidays must be authorized by phone to one of the following: Greater Imperial Board's property manager; GIB president; or president of the Imperial Golf Estates Homeowners Association. Emergency maintenance includes work such as heating and air conditioning, electrical, and plumbing, but not limited to these.

G. MISCELLANEOUS

- 1. Air Conditioning Equipment
 - A. Central air conditioning or other split type units are the only type of air conditioning permitted. Window and/or through-the-wall mounted air conditioning units of all types are not permitted.
- 2. Solar Collectors and Other Energy Devices.

A. Homeowners shall locate solar collectors and other energy devices on the rear or sides of the home where it will not be easily seen from the street unless such placement would unreasonably interfere with the function of the solar collector or other renewable energy device. With their "Building and Exterior Change Request" form submittal, the homeowner shall provide the ARB with the proposed placement location(s), a description of the equipment, and technical information on the function of the equipment.

3. Electric Vehicle Home Charging Stations

A. Homeowners shall locate home vehicle charging stations inside of an attached garage. No charging station shall be located outside of an attached garage or else-ware on the property.

B. Installation of such charging stations shall be done by a licensed electrician under a permit issued by Collier County.



September 29, 2025

Gale Schwartz
President, Homeowner's Association
Imperial Golf Estates
Naples, FL 34110
c/o Kara Thannert
P 612.760.4654
E kara.thannert@gmail.com

Subject: Imperial Golf Estates Signal Warrant Analysis, Collier County, FL

Consulting Professional Services Agreement

Dear Ms. Schwartz:

Trebilcock Consulting Solutions, PA (TCS) is pleased to submit a proposal to provide Transportation Consulting Professional Services to provide a signal warrant analysis of the intersection of Entrada Avenue and Livingston Road, in Imperial Golf Estates, in Collier County.

Please review the attached Scope of Services and Fee Schedule, which outlines the task(s) that TCS will perform for the subject project. Also attached are TCS' Standard Business Terms & Conditions and Standard Rate Code.

Thank you for the opportunity to provide our services on your project.

Sincerely,

Trebilcock Consulting Solutions, PA

Norman J. Trebilcock, AICP, PTOE, PE

President



Imperial Golf Estates Signal Warrant Analysis September 29, 2025 Page 2 of 6

PROJECT INFORMATION AND ASSUMPTIONS

- The signal project is located in the Imperial Golf Estates, at the intersection of Entrada Avenue and Livingston Road, in Collier County, Florida.
- Trebilcock Consulting Solutions, PA (TCS) will conduct a signal warrant analysis at the intersection.
- The requested signal warrant analysis is in response to Collier County requiring a variance in accordance with Section 7 of the County's Access Management guidelines, because it is the County's belief that the proposed signal at the intersection of Entrada Avenue and Livingston Road would be too close to the existing signal at Learning Lane and Livingston Road.
- TCS or sub-consultant will conduct traffic counts at the intersection of Entrada Avenue and Livingston Road.
- Client to provide a copy of all relevant permits, reports, approvals, and other related documents for the project.



SCOPE OF SERVICES TASK(S)

1. General Transportation Consulting Services

- A. Assist client with transportation services for the signal project, in accordance with Collier County guidelines.
- B. Coordinate with Collier County staff on applicable transportation issues related to the project.

2. Traffic Counts (subconsultant, no mark up) at 2 Intersections

- A. Conduct vehicular traffic counts at the intersection of Entrada Avenue and Livingston Road, and at Delarol Lane/Carlton Lakes Boulevard and Livingston Road, to provide a 12-hour period, 7 AM to 7 PM, weekday.
- B. Traffic Counts may be conducted by a qualified sub-consultant (no mark up), as applicable.

3. Signal Warrant Analysis

- A. Prepare a signal warrant analysis in accordance with MUTCD criteria. Provide recommendation for signalization.
- B. Coordinate with and assist in submitting the signal warrant report to applicable agency staff.

4. Signal Warrant Follow Up

- A. Prepare and submit support documents regarding project transportation issues based on requests for additional information by agency staff.
- B. Coordinate with the project team and agency staff regrading transportation issues that require resolution.



Imperial Golf Estates Signal Warrant Analysis September 29, 2025 Page 3 of 6

PROFESSIONAL SERVICE FEES

- 1. Reimbursable Expenses are billed as T/M/E (Time and Materials Estimate). Expenses for blueprints, reproduction services, overnight delivery, courier service, and other project related charges will be billed at cost plus 10%.
- 2. Retainer/Payment. Client will pay a retainer to Consultant for the Services in the amount of \$\(\frac{N/A}{A}\). This fee shall be payable upon contract signing (invoice will be provided). Client shall pay additional fees, if any, upon presentment of a billing statement by Consultant, and the retainer will be applied to the project final billing.
- 3. Scope of Services will be provided based on the following fee structure:

TASK	SCOPE OF SERVICES	FEE TYPE	FEE
1	General Transportation Consulting Services	TME	\$ 2,000.00
2	Traffic Counts (subconsultant, no mark up) – at 2 intersections	TME	\$ 4,000.00
3	Signal Warrant Analysis	LS	\$ 6,000.00
4	Signal Warrant Follow Up	TME	\$ 4,000.00
	Reimbursable Expenses	TME	\$ 100.00
		Total	\$ 16,100.00

LS = Lump Sum or Fixed Fee; TME = Time and Materials Estimate

EXCLUDED SERVICES

The professional services to be provided by Trebilcock Consulting Solutions are limited to those described in the Scope of Services. All other services are specifically excluded, including, but not limited to the following items:

- Environmental Services
- Final Design Roadway Improvement Services
- Hydrogeological Services
- Land Surveying Services
- Landscape Services
- Off—Site Street Lighting or Roadway Improvement Services
- Parking Needs Services
- Signal Design and Permitting Services
- Signal Fair Share Analysis
- Site Design Services
- Street or Site Lighting Construction Drawings (pipe/wire/service point)



Imperial Golf Estates Signal Warrant Analysis September 29, 2025 Page 4 of 6

IMPERIAL GOLF ESTATES, HOMEOWNER'S

PROFESSIONAL SERVICES AGREEMENT AUTHORIZATION

This is to certify that all parties to the Agreement have accepted the Scope of Services, Standard Business Terms and Conditions, and Standard Rate Code described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on last date shown below.

TREBILCOCK CONSULTING SOLUTIONS. PA

ASSOCIATION		on J. ail		
			9/29/2025	
Gail Schwartz, President	Date	Norman J. Trebilcock, President	Date	

REQUIRED BILLING INFORMATION

Please fill in the information below to ensure invoicing accuracy. **Note:** Invoices will be emailed to the email address provided under **Accounts Payable Information**, unless otherwise requested.

INVOICE ADDRESSEE INFORM	MATION	ACCOUNTS PAYABLE INFORMATION
Company		Contact
Contact		Phone No.
Street Address		Fax No.
City, State, Zip		Email Address
Phone No.		
Fax. No		
Email Address		



Imperial Golf Estates Signal Warrant Analysis September 29, 2025 Page 5 of 6

TREBILCOCK CONSULTING SOLUTIONS, PA STANDARD BUSINESS TERMS & CONDITIONS

These Standard Business Terms & Conditions are attached to, and made part of, the Proposals and Agreements between Trebilcock Consulting Solutions, P.A. (TCS) and Client.

Limitation of Liability

TCS' services under this Agreement will be consistent with the Standard of Care for all professional engineering and related services to be performed or furnished by TCS. These engineering services shall be provided with the care and skill ordinarily provided by members of the Engineering Profession practicing under similar circumstances. Upon notice to TCS and by mutual Agreement between the parties, TCS will correct those services not meeting such a standard without additional compensation.

TCS and Client recognize that the project involves risk. The risks have been allocated such that the Client agrees to the fullest extent permitted by the law, TCS' total liability to Client for any and all injuries, claims, losses, expenses, damages, reasonable attorney's fees, and defense costs, arising out of or in any way connected to this project and/or Agreement from any cause or causes, shall not exceed the amount of the fee charged for the specific service described. Such causes may include, but are not limited to, TCS' negligence, errors, omissions, strict liability, breach of contract or

breach of warranty. INDIVIDUAL EMPLOYEES, OR AGENTS OF TREBILCOCK CONSULTING SOLUTIONS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

II. Payments and Collection

Invoicing may be provided monthly, and statements are due and payable upon receipt, unless otherwise agreed in writing. The Client agrees to carefully read all billing statements and promptly notify TCS, in writing, of any claimed errors or discrepancies, within fifteen (15) days from the date of the statement. If TCS is not notified by the Client in writing, it is presumed that the owner agrees with the correctness, accuracy, and fairness of the billing statement.

Past due amounts may incur a late fee of 1% compounded monthly and TCS can, upon giving seven (7) days written notice to Client, suspend services until payment in full is received. Client's failure to make payment to us within 30 days shall constitute a material breach of this Agreement and shall be cause for termination by TCS. Retainers shall be credited on the final invoice. TCS is entitled to collect reasonable fees and costs, including collection agency, attorney's fees and interest as required to obtain collection of any fees under the Agreement.

III. Reimbursable Expenses

Expenses for reproduction services, courier fees, delivery, presentation materials, long distance phone calls, travel made on behalf of the project, subcontractors/sub-consultant fees, and any other out-of-pocket expenses incurred on the project are reimbursable to TCS. These expenses will be billed to the Client at cost plus 10%.

IV. Permit and Application Fees

Client shall pay all permit and application fees required for the project.

V. <u>Termination</u>

This Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Irrespective of which party shall affect termination, Client shall pay TCS for all services rendered to the date of termination.

VI. Attorney Fees

Should litigation arise related to services under this Agreement, the prevailing party is entitled to recover reasonable costs including staff time, court costs, attorney fees and related expenses.

VII. Mediation

TCS and Client agree that all disputes or claims between them arising out of or relating to this Agreement made during design, construction, or post-construction of the project shall be submitted to nonbonding mediation unless the parties agree otherwise.

VIII. Ownership of Documents

All documents, including electronic media, prepared by TCS under this Agreement shall remain the property of TCS.

IX. Delays

TCS is not responsible for delays caused by factors beyond TCS' control including, but not limited to, the production of contract documents; issuance of permits from any government or agency; beginning or completion of construction; or performance of any phase of work pursuant to this Agreement. TCS does not guarantee issuance of any permit.

X. Force Majeure

If performance of services under this Agreement is affected by causes beyond the reasonable control of TCS, project schedule and compensation shall be equitably adjusted.

XI. Changes

Client may make or approve changes within the general Scope of this Agreement. If such changes affect TCS' cost or time required for performance of the services, an equitable adjustment will be made through a written amendment to this Agreement.

XII. Severability and Survival

If any term and condition contained in this Agreement are held illegal, invalid, or unenforceable, the other terms and conditions shall remain in full effect. Limitations of Liability shall survive termination of this Agreement for any cause.

XIII. No Third-Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than Client and TCS and has no third-party beneficiaries except as provided in Para. XII.

XIV. Assignments

Neither party shall have the power to or will assign any of the duties or rights of any claim arising out of or related to this Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.





TREBILCOCK CONSULTING SOLUTIONS, PA STANDARD RATE CODE

Effective May 5, 2025

CLASSIFICATION	CODE	HOURLY RATE
PROFESSIONAL CONSULTANT		
Professional Consultant 1	PC1	\$140
Professional Consultant 2	PC2	\$160
Professional Consultant 3	PC3	\$175
Professional Consultant 4	PC4	\$200
Professional Consultant 5	PC5	\$225
Professional Consultant 6	PC6	\$250
ADMINISTRATIVE		The production of the producti
Administrative Assistant 1	AA1	\$95
Administrative Assistant 2	AA2	\$105

- Reimbursable and Sub-consultant Expenses may be charged at Cost plus 10%.
- Expert Witness/Public Hearing Attendance may be charged at 150% of Standard Rate Code Fees.
- Any State of Florida Services Tax will be added to our fees, as may be applicable.