

**CONTRACT NO. 20250641**  
**AGREEMENT BETWEEN CHARLOTTE COUNTY**  
**and**  
**ALFRED BENESCH & COMPANY**  
**for**  
**IMPACT FEE STUDY**

**THIS AGREEMENT** is made and entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, (hereinafter referred to as the "County"), and ALFRED BENESCH & COMPANY, 1000 North Ashley Drive, Suite 400, Tampa, Florida 33602, (hereinafter referred to as the "Consultant").

**WITNESSETH**

**WHEREAS**, the County has determined that it is necessary to retain a consultant to provide professional services prepare and complete an updated Impact Fee Study for Charlotte County as described in RFP No. 20250641 (the "Project"); and

**WHEREAS**, the Consultant has reviewed RFP No. 20250641 required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms; and

**WHEREAS**, the County, through a selection process conducted in accordance with the requirements of law and County policy, has determined that it would be in the best interest of the County to award a contract to Consultant for the rendering of those services described in the Scope of Services.

**NOW, THEREFORE**, the County and the Consultant, in consideration of the mutual covenants contained herein, do agree as follows:

**ARTICLE 1.**  
**INCORPORATION OF DOCUMENTS**

1.1. RFP No. 20250641, issued by the County on August 27, 2025, and the Proposal submitted by Consultant dated September 25, 2025, all filed with the Clerk of the Circuit Court of Charlotte County, Minutes Division, as RFP No. 20250641, are hereby specifically made part of this Agreement as if same had been set forth at length herein. The Scope of Services is attached hereto as **Exhibit A**; the Time Schedule is attached hereto as **Exhibit B**; and the Project Budget is attached hereto as **Exhibit C**, and these Exhibits are specifically incorporated into and made a part of this Agreement.

1.2. In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) This Agreement, including all Exhibits hereto;
- 2) RFP No. RFP No. 20250641;
- 3) The Proposal submitted by Consultant dated September 25, 2025.

**ARTICLE 2.**  
**CONSULTANT'S SCOPE OF SERVICES**

2.1. Consultant agrees to perform all the services and provide all the materials for the Project described in RFP 20250641 as described in the Scope of Services, **Exhibit A**.

2.2. Consultant agrees to provide its services and materials in the times specified for performance contained in **Exhibit B** (Time Schedule). The Consultant shall make no claims for additional compensation or damages owing to suspensions, delays, or hindrances which arise during the performance of this Agreement, from any cause whatsoever, and the Consultant expressly acknowledges and agrees that it shall receive no damages for suspensions, hindrances or delays. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the County may decide. However, such extension shall not operate as a waiver of any other rights of the County.

2.3. In the event that County desires Consultant to perform additional services related to the Project, the parties shall enter into an amendment to this Agreement to provide for the provision of such additional services by Consultant and payment therefore by County.

**ARTICLE 3.**  
**COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICES**

3.1. County shall pay Consultant for those tasks listed in the Scope of Services, **Exhibit A** actually performed by Consultant, based on the percent of completion of the tasks, as set forth in **Exhibit C**, Project Budget. The total payment to Consultant shall not exceed **Two Hundred Sixty-Eight Thousand Five Hundred Thirty-Five Dollars (\$268,535.00)** during the term of this Agreement.

3.2. Payment for services rendered by Consultant shall be made on a monthly basis based on **Exhibits A and C** and shall be subject to review and approval by the County Director of Community Development or his or her designee.

3.3. Consultant shall submit all billings for payment on a monthly basis to the County Purchasing Division for processing.

3.4. Consultant acknowledges that each billing must be reviewed and approved by the County Director of Community Development or his or her designee. Should the County Director of Community Development, or his or her designee, determine that the billing is not commensurate with services performed, work accomplished or hours expended, Consultant shall adjust billing accordingly. However, Consultant shall be entitled to payment of any portion of a billing not in dispute.

3.5. County shall pay Consultant's monthly billings in accordance with Sections 218.70 through 218.80 of the Florida Statutes, the Local Government Prompt Payment Act.

**ARTICLE 4.**  
**CONSULTANT'S RESPONSIBILITIES**

4.1. Consultant shall perform or furnish its services to a level of technical skill, ability, and diligence customarily provided by an experienced professional in his or her field of expertise when rendering the same services, and in accordance with sound principles and practices generally acknowledged by professionals in his or her field of expertise, as represented to the County, both orally and in writing, to be possessed by Consultant, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards of professional practice and with the laws, statutes, ordinances, codes, rules and regulations governing Consultant's profession. The same standards of care shall be required of any subconsultant engaged by Consultant.

4.2. Consultant shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Consultant or any subconsultant engaged by Consultant for one year after the completion of Consultant's services under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Consultant's work product, services, or materials shall not be construed to operate as a waiver of any of County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement.

**ARTICLE 5.**  
**OWNERSHIP AND USE OF DOCUMENTS**

5.1. All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement are the property of the County and shall be delivered to the County without charge, restriction or limitation as to use, regardless of the format of the document (paper or electronic), upon request or upon the termination of this Contract. However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of the County.

5.2. Consultant agrees that any software, computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing County software and systems. It is anticipated that the software utilized will be run on windows-based PC's and will consist of AutoCAD release 2015, Microsoft Office and Project 365 and Adobe Reader 10.

**ARTICLE 6.**  
**COUNTY'S RESPONSIBILITIES**

6.1. County shall perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Consultant.

6.2. County shall furnish to Consultant, upon request of Consultant and at County expense, all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are within the County's possession. However, Consultant shall be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3. County shall provide reasonable access and entry to all public property required by Consultant to perform the services described in this Agreement. All such access and entry shall be provided at County expense. County shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Consultant to perform the services described in this Agreement.

## **ARTICLE 7.**

### **TERM / TERMINATION**

7.1. The Effective Date of this Agreement is the date on which it is fully executed by both parties.

7.2. This Agreement shall begin on the Effective Date and will remain in effect until all services required under this Agreement, and any amendments hereto, are completed to the County's satisfaction, in accordance with **Exhibit B**, Time Schedule. Consultant's services shall be deemed complete when Consultant provides all products and services contained in **Exhibit A** and required under this Agreement and any amendments hereto, and the County accepts such products and services as satisfactory, unless otherwise terminated in accordance herewith.

7.3. The Consultant shall be responsible for notifying the County promptly whenever a delay is anticipated or experienced, including a delay in approval by any governmental agency having jurisdiction over the Project. The County shall allow the Consultant to extend the Schedule for valid, documented delays. The County shall be the sole determiner of the validity of the delays.

7.4. The County shall have the right at any time upon thirty (30) calendar days written notice to the Consultant to terminate the services of the Consultant and, in that event, the Consultant shall cease work and shall deliver to the County all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services. The County shall, upon receipt of the aforesaid documents, pay to the Consultant, and the Consultant shall accept as full payment for its services, fees for all tasks completed or commenced (to the extent performed) in accordance with Scopes of Services.

7.5. In the event that the Consultant has abandoned performance under this Agreement, then the County may terminate this Agreement upon ten (10) calendar day's written notice to the Consultant indicating its intention to terminate. The written notice shall state the evidence indicating the Consultant's abandonment. Payment for services performed prior to the Consultant's abandonment shall be as stated Section 3 and Subsection 7.2., above.

**ARTICLE 8.**  
**NOTICES**

8.1. Any notice required or permitted to be sent hereunder shall be sent certified mail, return receipt requested to the parties at the addresses listed below:

**CONSULTANT:**

Name: Alfred Benesch & Company  
Elisabeth Schuck, AICP, LEED GA  
Project Manager  
Address: 1000 N. Ashley Drive, Suite 400  
Tampa, FL 33602

**COUNTY:**

Name: Purchasing Division  
Kimberly A. Corbett  
Sr. Division Mgr.  
Address: 18500 Murdock Circle, Ste. 344  
Port Charlotte, FL 33948

8.2. Consultant shall immediately notify County of any changes in address.

**ARTICLE 9.**  
**ASSIGNMENT**

9.1. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Consultant without the prior written consent of County. Further, no portion of this Agreement may be performed by subconsultants without written notice to and approval of such action by County.

**ARTICLE 10.**  
**EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION**

10.1. This Agreement represents the entire and integrated agreement between the County and Consultant and supersedes all prior negotiations, representations or agreement, either written or oral.

10.2. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

10.3. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties.

10.4. This is a nonexclusive contract. The County has the right to enter into contracts with other Consultants for the provision of professional services.

**ARTICLE 11.**  
**GOVERNING LAW / VENUE**

11.1. This Agreement shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this Agreement, venue for such litigation shall lie, if in Circuit Court, in the Twentieth Judicial Circuit in and for Charlotte County, Florida, and if in federal court, in the U.S. District Court for the Middle District of Florida.

**ARTICLE 12.**  
**INDEPENDENT CONSULTANT STATUS**

12.1. Consultant is an independent Contractor and is not an employee, servant, agent, partner or joint venturer of the County.

12.2. Neither the County nor any of its employees shall have any control over the conduct of Consultant or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or any of Consultant's agents, servants or employees are in any manner agents, servants or employees of the County. It is understood and agreed that Consultant is, and shall at all times remain, as to the County, a wholly independent contractor and that Consultant's obligations to the County are solely as prescribed by this Agreement.

**ARTICLE 13.**  
**AUDIT AND RECORDS REQUIREMENTS**

13.1. Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at Consultant's local offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services. Prior to destruction of any records, the Consultant shall notify the County, the County shall respond within thirty (30) days and the Consultant shall deliver to the County any records the County requests. Consultant shall require all subconsultants to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Consultant and the subconsultant.

13.2. If the records are unavailable locally, it shall be the Consultant's responsibility to ensure that all required records are provided at the Consultant's expense including payment of travel and maintenance costs incurred by the County's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, shall be at the County's expense.

13.3. Pursuant to Section 119.0701 of the Florida Statutes, Consultants acting on behalf of the County must comply with the public records laws, specifically: a) keep and maintain public records required by the County to perform the contracted services; b) 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 in Chapter 119 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt or confidential 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; and d) upon completion of the contract, keep and maintain all public records required by the County to perform the service, and meet all applicable requirements for retaining public records.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B, Suite 200, PORT CHARLOTTE, FLORIDA 33948.**

**ARTICLE 14.  
INDEMNIFICATION**

14.1. Consultant shall indemnify and hold harmless the County, its Commissioners, officers, employees, agents and volunteers from and against any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.

**ARTICLE 15.  
EMPLOYEE RESTRICTIONS**

15.1. Charlotte County will not intentionally award publicly-funded contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The County shall consider employment by any Consultant or subconsultant of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Consultant of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Agreement by the County.

15.2. The Consultant shall incorporate the terms of paragraphs 15.1. into all contracts with subconsultants.

**ARTICLE 16.  
SCRUTINIZED VENDORS**

16.1. Pursuant to Section 287.135(3)(b) of the Florida Statutes, Charlotte County may, at its sole option, terminate this Agreement if the Contractor is found to have been placed on the *Scrutinized Companies that Boycott Israel List*, or is engaged in a boycott of Israel.

**ARTICLE 17.  
HUMAN TRAFFICKING**

17.1. Pursuant to Section 787.06 of the Florida Statutes, by signing this Agreement, Consultant agrees and attests, under penalty of perjury, that Consultant does not use coercion for labor or services as defined in Section 787.06 of the Florida Statutes.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of

the date(s) written below.

WITNESSES:

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Roger D. Eaton, Clerk of the Circuit  
Court and Ex-officio Clerk to the  
Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

**ALFRED BENESCH & COMPANY**

By: \_\_\_\_\_  
Elisabeth Schuck, AICP, LEED GA

Title: Project Principal

Date: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA**

By: \_\_\_\_\_  
Joseph M. Tiseo, Chairman

Date: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:


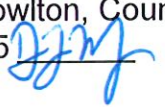
By:  \_\_\_\_\_  
Janette S. Knowlton, County Attorney  
LR2025-1185 

Exhibit List:

- Exhibit A – Scope of Work
- Exhibit B – Time Schedule
- Exhibit C – Project Budget



**OPTIONAL TASK: SCHOOL IMPACT FEE**

As part of this task, Benesch will coordinate with Charlotte County Public Schools for the collection of the specific studies, data, previous technical reports, current policies and procedures and other related information necessary to complete the study. Benesch will facilitate a kick-off meeting with key District staff to discuss major technical, legal and policy issues, coordinate staff/Benesch responsibility and redefine the project schedule as necessary.

The technical analysis for the school impact fee will include the documentation of the following components:

- *Historical and projected enrollment trends*
- *School facilities inventory and facility service delivery*
- *Cost analysis to estimate the average cost of building a new school in Charlotte County*
- *Historical and projected funding sources for capital expansion projects to account for future development's contribution to capacity projects through non-impact fee revenue sources*
- *Development of student generation rate based on student address data provided by Charlotte County Public Schools along with property data from the Charlotte County Property Appraiser using a GIS-based approach*
- *Updated school impact fee schedule*

This analysis will be documented in the draft technical report. The draft report also will include a comparison of school impact fees in other Florida counties.

Upon receipt of the comments from the School District and the County, a final report will be prepared.

As part of this scope, several meetings will be conducted with the School District and County staff, School Board and the Board of County Commissioners to present the study results and respond to questions.

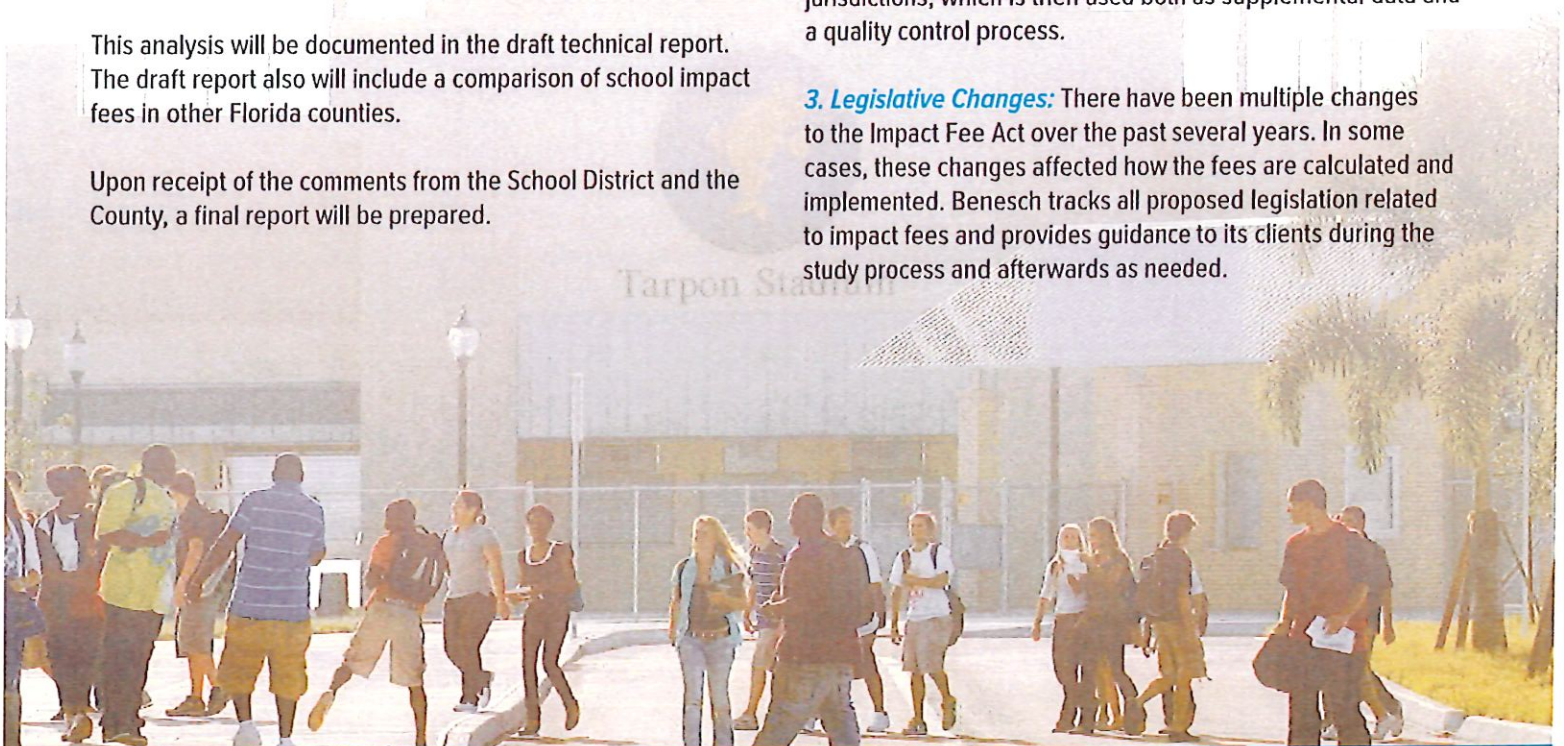
If requested, a more detailed scope of service along with a budget will be prepared for this task.

**ANTICIPATED PROBLEMS & PROPOSED SOLUTIONS**

**1. Study Schedule:** F.S. 163.31801 (Impact Fee Act) requires that impact fees studies be completed and adopted within one year from start if the fees are increasing. When multiple fees are being updated concurrently, we typically see data collection process requiring several months, which reduces time available for the technical analysis, public involvement and the adoption process. To overcome this issue, we offer to submit a data needs memorandum upon selection while waiting for contract review and approval process. This provides County departments with more time to collect the data and allows the technical analysis to start more quickly upon receipt of notice to proceed.

**2. Limited Local Data:** In cases where there are not very many projects built for a given infrastructure, it may be difficult to develop cost estimates. Benesch has a database for each infrastructure type that includes projects built by other Florida jurisdictions, which is then used both as supplemental data and a quality control process.

**3. Legislative Changes:** There have been multiple changes to the Impact Fee Act over the past several years. In some cases, these changes affected how the fees are calculated and implemented. Benesch tracks all proposed legislation related to impact fees and provides guidance to its clients during the study process and afterwards as needed.



## Scope of Services

### UNDERSTANDING

Located on the Gulf Coast of Florida, Charlotte County has a population of over 210,000 and is experiencing unprecedented growth. According to the Charlotte Interactive Growth Model (CIGM) developed by Metro Forecasting Models (MFM) and last updated in August 2024, the County population grew by 11 percent between June 2023 and February 2025 and is forecasted to exceed 250,000 people over the next five years. As shown in Figure 1, while historically Charlotte County's growth rate has been at or below the statewide average, the growth rate started to exceed the state average as of 2016. Since then, the difference between the countywide and statewide growth has become more significant each year. These growth levels are also evident in the residential permitting levels, as shown in Figure 2. Between 2021 and 2024, the County permitted an average of 4,900 homes per year. Permitting levels during these four years are some of the highest since the 1990s. This high level of growth places a burden on public infrastructure and services.

In terms of taxable values per capita, like many other Florida communities, Charlotte County experienced a strong increase between 2000 and 2007, followed by a decline until 2013, as shown in Figure 3. Since then, the County's tax base has recovered and experienced an average increase of almost 15 percent per year since 2021. Although Charlotte County was developed primarily for residential purposes with over 85 percent of its tax base value coming from residential properties, the County recognizes the influx of new residents will increase demand for new commercial and industrial development. As the County grows, the tax base has the potential to become more balanced, and the County will be in a better position to handle economic fluctuations that affect the ad valorem tax revenues.

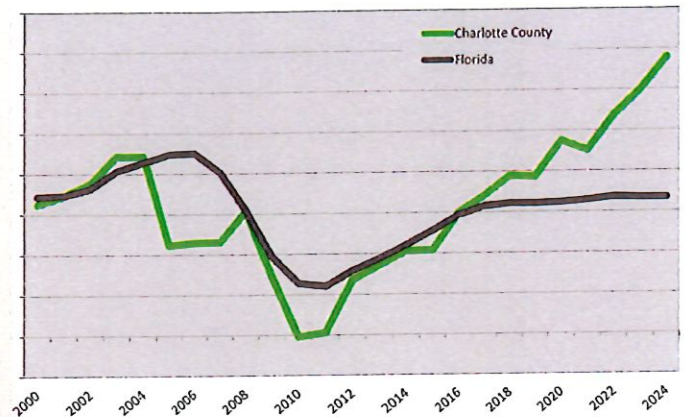
Given the fluctuations in property tax revenues and high growth levels, Charlotte County implemented impact fees in the late 1980s for several service areas. The technical study that is the basis of the current fees was last updated in 2021. At this time, the County is interested in updating the impact fee calculations to reflect the most recent data for the following service areas:

- Transportation
- Parks and recreation
- Library facilities
- Emergency medical services
- Fire rescue
- Law enforcement
- Correctional Facilities
- Public Buildings



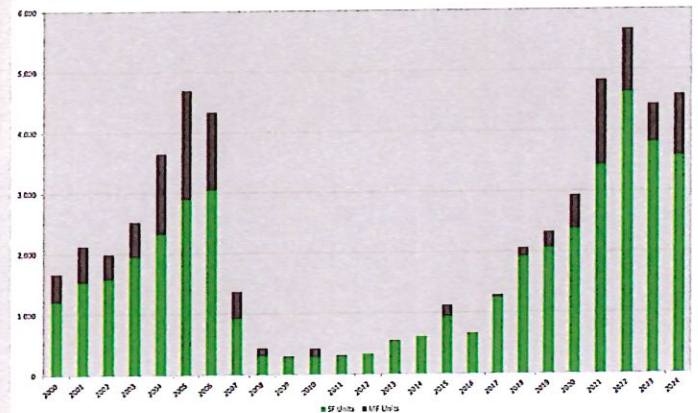
In addition, the County is interested in an optional task that would update the school impact fee if desired by the Charlotte County School Board.

Figure 1 – Population Trends (3-Year Average)



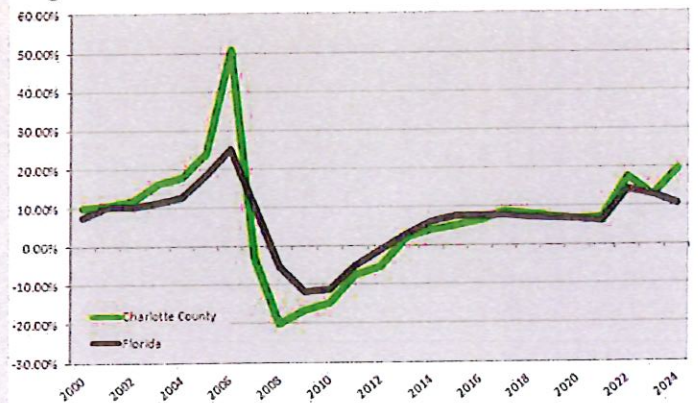
Source: Bureau of Economic & Business Research (BEBR)

Figure 2 – Charlotte County Residential Permitting



Source: U.S. Census Building Permits

Figure 3 – Trends in Taxable Values per Capita



Source: Florida Property Valuations and Tax Databook

## Scope of Services

### A. Describe Proposed Philosophy / B. Problem Solving Techniques

The Benesch Team includes planners, engineers, economists and GIS specialists with in-depth experience in impact fee studies for a wide range of program areas, including those requested by Charlotte County. The Benesch team completed 2013 and 2014 impact fee studies for Charlotte County as well as several impact fee studies for neighboring counties including Collier County, Manatee County and Lee County. Through this work, we have a strong understanding of local conditions, which brings efficiencies to the impact fee study for Charlotte County.

The Benesch Team have also prepared Long Range Transportation Plans, School Master Plans, Parks Master

#### TASK 1: BACKGROUND AND METHODOLOGY REVIEW

Upon receipt of the Notice to Proceed, Benesch will coordinate with the County for the collection of the specific studies, data, current policies and procedures and other related information necessary to complete the study.

Benesch will review the background information and facilitate a kick-off meeting with key County staff to discuss major technical, legal and policy issues; coordinate staff/Benesch responsibilities; and refine the project schedule as necessary. Some of the topics that will be discussed include:

- *Recent changes in legal requirements related to the implementation of impact fees*
- *Role of impact fees in Charlotte County*
- *Impact fee methodologies used throughout Florida*
- *Population trends/projections*
- *Cost trends*
- *Available funding for capacity projects*
- *Adopted level of service standards*
- *Future needs/projects*
- *Any administrative or implementation related issues/concerns*

#### TASK 2: TECHNICAL ANALYSIS

This task addresses the update of the impact fees, which will reflect the capital costs of providing related infrastructure in Charlotte County. This work effort includes the review of population trends, level of service analysis, update of the demand component, a review of the design, construction, land/right-of-way (ROW) and other related costs and credit calculations due to other funding allocated to capacity projects.

Plans, Fire Station Location analyses and other planning documents as well as assisting local governments with transportation concurrency, administrative manuals and other related work, and understands the relationship between impact fees, master plans and economic development and growth management goals.

This scope of services to prepare the impact fee study for Charlotte County is organized into four major tasks that include the initial background review and methodology evaluation, technical analysis to calculate the fees, a technical report and meetings and presentations. The work plan for each of the four major tasks is presented in the remainder of this section.

The methodology used in the study will comply with the requirements of court cases of the State of Florida and State statutes.

#### *Subtask 2.1 - Future Growth Projections and Level of Service (LOS) Analysis*

Benesch will work with the County staff and document the County's historical population growth patterns and projections for future growth using data available from the U.S. Census, University of Florida Bureau of Economic and Business Research (BEBR), and the County's Planning & Zoning Division. A review of recent permitting trends by land use will be completed as data is available.

As part of this task, Benesch will calculate achieved level of service for each service area and compare these to the adopted level of service standards as applicable. This analysis will determine the level of service that will be used in the impact fee calculations.

#### *Subtask 2.2 - Inventory of Existing and Planned Facilities*

The County will provide information on the inventory of the existing capital facilities owned by the County. Planned facilities will be documented based on the information in the Capital Improvement Program (CIP), Capital Improvements Element (CIE) and other documents collected as part of the Task 1 effort, as well as discussions with County staff. In addition to the CIP, any long range and/or master plans the County has prepared for the impact fee service areas, such as the Parks and Recreation Master Plan, will be reviewed.

The parks and recreation facility inventories will include park land and recreational facilities. The library facility inventory will

## Scope of Services

include the library buildings, related land, and library materials. The public buildings inventory will include general government buildings and related land. Fire rescue, EMS, law enforcement and correctional facilities will include stations/buildings, land, vehicles and equipment. Transportation facility inventory will include roadways that are classified as collectors and above. A summary of the capital asset inventory, as well as planned facilities for each program area, will be developed.

### *Subtask 2.3 – Demand Component*

Parks and library impact fees are typically charged only to residential land uses, and the demand is measured in terms of persons per housing unit. The latest data available for Charlotte County from American Community Survey (ACS) will be used for this component.

Benesch typically uses functional population per unit of land use for public buildings, fire rescue, EMS, law enforcement and correctional facilities, which is also Charlotte County's adopted methodology. Functional population measures the benefit to each land use based on the presence of people at that land use throughout the day. In other words, land uses are charged for the availability of these services based on full-time equivalent persons present at each land use throughout the day.

The demand component of the transportation impact fees is measured in terms of vehicle miles of travel (VMT). Benesch has an extensive database that includes trip characteristics studies completed in Florida for more than 40 land uses, which measure trip generation rate, trip length and capture trips for each land use. The database includes studies completed in Charlotte County along with other Florida jurisdictions. This data has been used in previous transportation impact fee studies throughout Florida both by Benesch and other consultants, including in Charlotte County's most recent study. Availability of this data enables our clients to meet the State requirements related to using localized data, as opposed to relying solely on national data.

In addition to the Florida studies database, the demand component will be updated based on secondary data sources, such as trip length information from the travel demand model, the latest ITE Trip Generation Handbook and any other available data.

As part of this task, land use categories included in the County's impact fee schedule will be reviewed. Based on input from the County, Benesch will incorporate land uses that are frequently being permitted into impact fee schedule and make any clarifications as needed.

### *Subtask 2.4 – Cost Component*

The cost component for the impact fee will be developed to reflect the current cost of adding capacity in Charlotte County. Cost elements reviewed will include design, architectural and engineering inspection, construction, land/right-of-way (ROW), vehicles/equipment and other related costs. We will review recent bids, recently completed local projects (within the past five years), recent land/ROW purchases or appraisals and other relevant documents to identify service facility improvement costs that may be considered in the calculation of the cost component of the impact fee formula for the County. This information will be compared to and/or supplemented with Benesch's cost databases that include information from other Florida jurisdictions. The analysis will be documented in the technical report.

### *Subtask 2.5 – Credit Component*

Benesch will review historical and projected capital improvement funding sources and expenditures for land/ROW, construction, design, and engineering inspection and other related costs in Charlotte County. Funding sources will include all non-impact fee funding, such as ad valorem taxes, sales tax, grants, assessments, user fees, among others.



## Scope of Services

Since 1994, one of the important revenue sources for capital facilities in Charlotte County has been the one-cent local option sales tax. This tax has been renewed continuously since then, and the voters will decide in 2026 again whether to extend the local option sales tax for an additional six years. The list of potential projects that would be funded with future sales tax revenues includes several projects related to growth such as the widening of Taylor Road, four new Fire/EMS stations, a new public library in Babcock Ranch, a new warehouse for the Sheriff's office, and an addition to the Mid-County Annex. Capacity expansion projects funded with the sales tax would be incorporated into the credit calculations against the impact fee cost to ensure that new development is not being overcharged.

Debt service (both existing and anticipated over the period of the adopted Capital Improvement Program) will also be reviewed to determine the amount creditable for capital expansion projects. Based on this information, the credit component of the impact fee equation will be developed. In addition to the local option sales tax, this review will include any applicable funding sources used for capital expansion projects in Charlotte County, such as General Fund/ad valorem tax, fuel tax, grants, etc. as appropriate.

### **Subtask 2.6 – Fee Schedules and Comparison**

Based on the results of Tasks 1 and 2, a fee schedule for each service area will be developed. The calculated fees will be compared to those adopted by nearby or similar jurisdictions. The comparison will present adopted fee rates, date of the most recent technical study and adoption percentage, as information is available.

### **Subtask 2.7 – Annual Adjustment**

As requested in the County's RFP, a methodology to update the County's impact fees through annual indexing will be included in the technical report. Indexing calculations will rely on land value changes obtained from the Charlotte County Property Appraiser, building cost changes from the Engineering News Record (ENR), and equipment/ vehicle cost changes from the Consumer Price Index (CPI). Given that F.S. 163.31801 includes limiting language on fee increases, viability of this task will be discussed with the County during the kick-off meeting.

## **TASK 3: TECHNICAL REPORT**

### **Subtask 3.1 – Draft Technical Report**

A draft technical report documenting the results of Tasks 1 and 2 will be prepared and submitted for review by the County staff. The technical report will include all information, estimates,

projections, and data analysis, as well as any assumptions made, and methodologies employed to complete these tasks. Additionally, the draft technical report will include an analysis of the economic impact of any increase in impact fees in terms of projects that can be built with additional revenues based on project lists provided by the County.

A meeting will be held with the County staff and administration to present draft report findings, respond to questions and prepare for public meetings. If necessary, a revised draft report will be prepared and submitted.

### **Subtask 3.2 – Final Technical Report**

Upon receipt of comments from the County, Benesch will make the necessary revisions to the draft report and prepare the final report, which will incorporate input from the County, Board of County Commissioners and other community groups and stakeholders as appropriate.

## **TASK 4: MEETINGS AND PRESENTATIONS**

As part of this study, the following five meetings and presentations are envisioned to be conducted:



- *Kickoff meeting (virtual)*



- *One interim meeting with the County staff to review preliminary findings (virtual)*



- *One meeting with County staff and administration to review draft report findings and prepare for public meetings (virtual)*



- *One workshop with the Board of County Commissioners to present study results and obtain input*



- *Adoption hearing*

For all presentations, Benesch will prepare user-friendly, easy-to-follow materials in PowerPoint and provide drafts to County staff for review prior to each meeting/presentation. In addition to these formal meetings, Benesch will be in close contact with the County's Project Manager to ensure that the County is aware of the study's progress. With offices in Tampa, Benesch is easily accessible to Charlotte County.

### A. Schedule

#### 1. Techniques Planned for Schedule Adherence



A typical schedule for an impact fee study is designed to ensure timely completion while maintaining open communication with the client and stakeholders. The process generally begins with a thorough review of project details and contract requirements, followed by the development of a preliminary study schedule. This schedule is often adjusted based on client input and project needs. A preliminary schedule for the impact fee study for Charlotte County that complies with the time frame required by Florida statutes is provided in the table on this page.

To keep the study on track, the project team conducts regular internal meetings to monitor progress and address any issues that arise. Communication with client staff is maintained through periodic meetings, virtual check-ins and email updates regarding data needs, study progress and related questions. This approach ensures that all parties remain informed and that the project stays aligned with established milestones.

#### 2. Individuals Responsible for Schedule Adherence

With the supervision of both Lis and Nilgün, the entire team proactively manages the schedule, identifying potential

solutions that minimize disruptions. This structured and communicative approach supports the successful and timely completion of the impact fee study.

Receipt of Signed Contract	January 9, 2026
Submittal of Data Needs Memorandum	January 16, 2026
Kick-off Meeting (Virtual)	Week of January 26, 2026
Receipt of Requested Data	February 16, 2026
Technical Study	February - November 2026
Submittal of Draft Technical Report	August 28, 2026
Draft Report Review Meeting (Virtual)	Week of September 7, 2026
Public Workshops	September/October 2026
Submittal of Final Technical Report	Two weeks after receipt of all comments
Adoption Hearing	November 2026

# EXHIBIT C



## Charlotte County Impact Fee Update Study – Project Budget

TASK #	TASK DESCRIPTION	Project Manager \$310	Sr. Planner/ Sr. Engineer \$175	Planner/ Engineer \$125	GIS Specialist \$145	Admin/ Clerical \$80	TOTAL TASK HOURS	BURDENED COST/ TASK
<b>TASK 1</b>	<b>BACKGROUND &amp; METHODOLOGY REVIEW</b>	15.0	15.0	9.0	2.0	2.0	43.0	\$8,850
1.1	Send Data Request Memorandum	1.0	3.0			1.0	5.0	\$915
1.2	Review Background Materials	6.0	6.0	6.0	2.0		20.0	\$3,950
1.3	Review Study Methodology/Approach	5.0	3.0				8.0	\$2,075
1.4	Kick-off Meeting (Virtual)	3.0	3.0	3.0		1.0	10.0	\$1,910
<b>TASK 2</b>	<b>TECHNICAL ANALYSIS</b>							
<b>2.A</b>	<b>PARKS AND RECREATION IMPACT FEE</b>	37.0	66.0	91.0	8.0	1.0	203.0	\$35,635
2.A1	Inventory	9.0	16.0	22.0	5.0	1.0	53.0	\$9,145
2.A2	Population Trends/LOS Analysis	3.0	8.0	9.0			20.0	\$3,455
2.A3	Demand Component and Land Uses	4.0	7.0	8.0			19.0	\$3,465
2.A4	Cost Component	12.0	17.0	25.0	3.0		57.0	\$10,255
2.A5	Credit Component	6.0	12.0	15.0			33.0	\$5,835
2.A6	Fee Schedule & Comparisons	3.0	6.0	12.0			21.0	\$3,480
<b>2.B</b>	<b>FIRE/EMS</b>	38.0	53.0	71.0	7.0	1.0	170.0	\$31,025
2.B1	Inventory	7.0	9.0	12.0	4.0	1.0	33.0	\$5,905
2.B2	Population Trends/LOS Analysis	4.0	8.0	8.0			20.0	\$3,640
2.B3	Demand Component and Land Uses	8.0	9.0	15.0			32.0	\$5,930
2.B4	Cost Component	9.0	14.0	13.0	3.0		39.0	\$7,300
2.B5	Credit Component	6.0	9.0	15.0			30.0	\$5,310
2.B6	Fee Schedule & Comparisons	4.0	4.0	8.0			16.0	\$2,940
<b>2.C</b>	<b>PUBLIC BUILDINGS</b>	35.0	50.0	72.0	7.0	1.0	165.0	\$29,695
2.C1	Inventory	5.0	9.0	14.0	4.0	1.0	33.0	\$5,535
2.C2	Population Trends/LOS Analysis	4.0	8.0	8.0			20.0	\$3,640
2.C3	Demand Component and Land Uses	8.0	9.0	15.0			32.0	\$5,930
2.C4	Cost Component	9.0	11.0	15.0	3.0		38.0	\$7,025
2.C5	Credit Component	6.0	9.0	12.0			27.0	\$4,935
2.C6	Fee Schedule & Comparisons	3.0	4.0	8.0			15.0	\$2,630
<b>2.D</b>	<b>LAW ENFORCEMENT</b>	34.0	52.0	67.0	7.0	1.0	161.0	\$29,110
2.D1	Inventory	5.0	8.0	12.0	4.0	1.0	30.0	\$5,110
2.D2	Population Trends/LOS Analysis	4.0	8.0	8.0			20.0	\$3,640
2.D3	Demand Component and Land Uses	8.0	9.0	15.0			32.0	\$5,930
2.D4	Cost Component	9.0	12.0	14.0	3.0		38.0	\$7,075
2.D5	Credit Component	5.0	9.0	12.0			26.0	\$4,625
2.D6	Fee Schedule & Comparisons	3.0	6.0	6.0			15.0	\$2,730
<b>2.E</b>	<b>CORRECTIONAL FACILITIES</b>	33.0	51.0	62.0	7.0	1.0	154.0	\$28,000
2.E1	Inventory	5.0	7.0	12.0	4.0	1.0	29.0	\$4,935
2.E2	Population Trends/LOS Analysis	4.0	8.0	8.0			20.0	\$3,640
2.E3	Demand Component and Land Uses	8.0	9.0	11.0			28.0	\$5,430
2.E4	Cost Component	8.0	10.0	12.0	3.0		33.0	\$6,165
2.E5	Credit Component	5.0	11.0	13.0			29.0	\$5,100
2.E6	Fee Schedule & Comparisons	3.0	6.0	6.0			15.0	\$2,730
<b>2.F</b>	<b>LIBRARIES</b>	22.0	50.0	54.0	7.0	1.0	134.0	\$23,415
2.F1	Inventory	4.0	7.0	9.0	4.0	1.0	25.0	\$4,250
2.F2	Population Trends/LOS Analysis	3.0	8.0	8.0			19.0	\$3,330
2.F3	Demand Component and Land Uses	3.0	9.0	6.0			18.0	\$3,255
2.F4	Cost Component	5.0	9.0	12.0	3.0		29.0	\$5,060
2.F5	Credit Component	4.0	11.0	13.0			28.0	\$4,790
2.F6	Fee Schedule & Comparisons	3.0	6.0	6.0			15.0	\$2,730
<b>2.G</b>	<b>TRANSPORTATION</b>	50.0	95.0	119.0	18.0	1.0	283.0	\$49,690
2.G1	Inventory	8.0	18.0	14.0	4.0	1.0	45.0	\$8,040
2.G2	Population Trends/LOS Analysis	3.0	8.0	8.0			19.0	\$3,330
2.G3	Demand Component and Land Uses	8.0	16.0	25.0			49.0	\$8,405
2.G4	Cost Component	10.0	17.0	19.0	6.0		52.0	\$9,320
2.G5	Credit Component	9.0	12.0	21.0			42.0	\$7,515
2.G6	Fee Schedule & Comparisons	4.0	8.0	10.0			22.0	\$3,890
2.F7	Benefit Districts	8.0	16.0	22.0	8.0		54.0	\$9,190
<b>TASK 3</b>	<b>TECHNICAL REPORT</b>	20.0	28.0	39.0	10.0	2.0	99.0	\$17,585
3.1	Draft Technical Report	12.0	16.0	24.0	7.0	1.0	60.0	\$10,615
3.2	Final Technical Report	8.0	12.0	15.0	3.0	1.0	39.0	\$6,970
<b>TASK 4</b>	<b>MEETINGS &amp; PRESENTATIONS</b>	26.0	28.0	18.0	0.0	4.0	76.0	\$15,530
4.1	Interim Meeting (Virtual)	5.0	6.0	6.0		1.0	18.0	\$3,430
4.2	Draft Report Review Meeting (Virtual)	5.0	6.0	6.0		1.0	18.0	\$3,430
4.3	Public Meetings (2)	16.0	16.0	6.0		2.0	40.0	\$8,670
<b>TOTAL PROJECT BUDGET</b>		<b>310.0</b>	<b>488.0</b>	<b>602.0</b>	<b>73.0</b>	<b>15.0</b>	<b>1,488</b>	<b>\$268,535</b>