CITY COUNCIL AGENDA
120 LAISHLEY COURT UNIT 111, PUNTA GORDA, FLORIDA 33950
AMENDED
APRIL 2, 2025, 9:00 AM

MEMBERS

Debi Lux, Mayor
Greg Julian, Vice Mayor
Janis Denton, Councilmember
Jeannine Polk, Councilmember
Melissa Lockhart, Councilmember

CITY OFFICIALS

Melissa Reichert, Interim City Manager
Sara Welch, City Clerk
David Levin, City Attorney

CALL TO ORDER
Roll Call
Invocation
Pledge of Allegiance
Announcements
Next Meeting - April 16, 2025

AGENDA APPROVAL

1. **PROCLAMATIONS / PRESENTATIONS**

   1.a Donate Life Month

   1.b Parliamentary Law Month

   1.c National Public Safety Telecommunicators Week

2. **PUBLIC INPUT**

   2.a Those wishing to introduce themselves as nominees for a board or committee may do so at this time. Those who choose to speak must state their name for the record.

   2.b Anyone wishing to address the Council on any matter must state their name for the record. Each person will be allowed to speak up to a maximum of three minutes.

3. **PUBLIC HEARING AGENDA**
   (Quasi-Judicial and Legislative)

4. **ORDINANCES / RESOLUTIONS**

(No Public Hearing Required)

5. **CONSENT AGENDA**

5.a Litigation and Settlement Summary

5.b February and March Demo Permit Update as of March 19, 2025

5.c Monthly Impervious Area Update

5.d City of Punta Gorda Employee Survey 2025

5.e Approval to continue the Blanket Single Source with Environmental Systems Research Institute, Inc., (ESRI) for the on-going License Agreement of ESRI Geographical Information Systems (GIS).

5.f City Council to authorizing Interim City Manager or their designee, to execute the Grant Agreement No FM 1007 between Department of Finacial Services and City of Punta Gorda; and proving an effective date.

5.g A Resolution of the City Council of the City of Punta Gorda, Florida amending the budget for the fiscal year beginning October 1, 2024 by providing for supplemental appropriations in the amounts identified in Exhibit A; and providing an effective date.

6. **REGULAR AGENDA**

6.a Rules of Procedure Draft: Review of Rules 21 through 30

6.b Award of Amendment to Carollo Engineers, Inc., of Sarasota, FL, to provide professional services to review and update the City's Chapter 17 Utility Ordinance.

6.c Americans with Disabilities Act (ADA) Transition Plan Annual Updates for 2022, 2023, and 2024 and Fiscal Year 2025 Proposed Project Allocation

6.d *Pre-Annexation Agreement Airport Property

6.e *City Attorney Services

7. **BOARDS / COMMITTEE**

7.a Announcement of Vacancies: Building Board (1 contractor, 1 consumer advocate, and 1 alternate)

7.b Announcement of Vacancies: Donation Review Committee (1 arts representative)

7.c Announcement of Vacancies: Punta Gorda Housing Authority (1 Tenant Member)

7.d Nominations: Historic Preservation Advisory Board (1 regular)

7.e Nominations: Punta Gorda Housing Authority (1 Regular)

7.f Appointments: Burnt Store Isles Canal Advisory Committee (1 regular)

7.g Appointments: Planning and Zoning Board (1 alternate)

8. **REPORTS FROM CITY OFFICERS**

8.a Interim City Manager

8.b City Attorney

8.c City Clerk

9. **COUNCIL MEMBER COMMENTS**

9.a Mayor

9.b Councilmembers

ADJOURNMENT

If any person decides to appeal any decision made by City Council or an Advisory Board/Committee with respect to any matter considered at the meeting or hearing, he or she may need a record of the proceedings, and for such purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act and Florida Statute 286.26, the location of this public hearing is accessible to persons with disabilities. If you are a person with disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Interpreters for the hearing impaired (TTY 941-575-5013) or non-English speaking citizens, and any other special accommodations can be requested by contacting the Human Resources Manager/Non-Discrimination Coordinator whose address is 326 W. Marion Avenue, Punta Gorda, FL 33950, whose telephone number is (941) 575-3371, and whose email address is humres@pgorda.us at least two (2) calendars days prior to the meeting.

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 2/2025

PROCLAMATIONS / PRESENTATIONS

Title:	Donate Life Month
Funds:	Not applicable.
Recommended Action:	The proclamation be presented to Mr. James Lavery, LifeLink Foundation Volunteer.
Summary:	The proclamation declares April 2025 to be Donate Life Month.
Department/Division:	City Clerk

EXHIBITS:

1. Donate Life Month

PROCLAMATION
City of Punta Gorda, Florida

WHEREAS, one of the most meaningful gifts that a human being can bestow upon another is the gift of life; and

WHEREAS, over 104,000 men, women and children are currently on the national waiting list for organ transplantation, of which over 5,500 reside in Florida; and

WHEREAS, 48,149, a historic number of organ transplants, occurred in 2024 in the United States thanks to the generosity of 24,018 deceased and living donors; and

WHEREAS, more than 2.5 million people throughout the country and in Florida benefit annually from tissue transplantation thanks to thousands of tissue donors; and

WHEREAS, the need for organ, eye, and tissue donation remains critical as a new patient is added to the national waiting list for an organ transplant every 8 minutes and each day roughly 16 people die due to the lack of available organs; and

WHEREAS, more than 11.1 million Floridians have already registered their decision to give the Gift of Life through organ and tissue donation at www.DonateLifeFlorida.org or on their driver license.

NOW, THEREFORE, the City Council of the City of Punta Gorda, Florida does hereby proclaim April 2025 as

Donate Life Month

and encourages all citizens to consider leaving an unending legacy through organ donation and to sign up at MyStoryContinues.com or when renewing their driver license or state identification card.

PASSED AND DULY ADOPTED in regular session this 2nd day of April, 2025.

CITY OF PUNTA GORDA, FLORIDA

_____
Deborah O. Lux, Mayor

ATTEST:

_____
Sara Welch, City Clerk

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 2/2025

PROCLAMATIONS / PRESENTATIONS

Title:	Parliamentary Law Month
Funds:	Not applicable.
Recommended Action:	Mayor Lux read the proclamation, which would be accepted by members of the Charlotte County Parliamentarians Unit.
Summary:	The proclamation declares April 2025 to be Parliamentary Law Month.
Department/Division:	City Clerk

EXHIBITS:

1. Parliamentary Law Month

PROCLAMATION
City of Punta Gorda

WHEREAS, in this the birth month of Thomas Jefferson, author of the first American manual of parliamentary procedure in 1801, it is fitting that we honor him and reflect upon the importance of parliamentary procedure in democratic organizations; and

WHEREAS, on the eve of the birth month of Henry Martyn Robert, author of *Robert's Rules of Order*, first published in 1876, it is an appropriate time to honor him and to celebrate his contributions to the field of parliamentary procedure; and

WHEREAS, *Robert's Rules of Order Newly Revised* is the most widely recognized and used parliamentary authority in public and private organizations throughout the world; and

WHEREAS, it is timely to reflect on the importance of parliamentary procedure in meetings in providing for civil discourse, protecting individual rights, ensuring fairness, and maintaining order; and

WHEREAS, the National Association of Parliamentarians has, by adoption of a standing rule, designated the month of April as Parliamentary Law Month; and

WHEREAS, the National Association of Parliamentarians is committed to educating leaders throughout the world in effective and fair meeting management through the use of parliamentary procedure; and

WHEREAS, The National Association of Parliamentarians is globally recognized as the premier provider of parliamentary leadership whose mission it is to provide education and resources to enable efficient and democratic decision making through the effective use of parliamentary procedure.

NOW, THEREFORE, the City Council of the City of Punta Gorda, Florida does hereby proclaim April 13 through 19, 2025, as

Parliamentary Law Month

and encourages residents to appreciate the importance of parliamentary procedure in ensuring fair, democratic decision making that balances the rights of the majority and minority.

PASSED AND DULY ADOPTED this 2nd day of April 2025.

CITY OF PUNTA GORDA, FLORIDA

_____
Dr. Deborah O. Lux, Mayor

ATTEST:

_____
Sara Welch, City Clerk

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 2/2025

PROCLAMATIONS / PRESENTATIONS

Title:	National Public Safety Telecommunicators Week
Funds:	Not applicable.
Recommended Action:	The proclamation be presented to Ms. Pam Smith, Police Chief.
Summary:	The proclamation declares April 13 through 19, 2025 to be National Public Safety Telecommunicators Week.
Department/Division:	City Clerk

EXHIBITS:

1. National Telecommunicators Week

PROCLAMATION
City of Punta Gorda

WHEREAS, emergencies can occur at any time that require police, fire or emergency medical services. When an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our police officers and firefighters is dependent upon the quality and accuracy of the information obtained from citizens who telephone the Punta Gorda Police Communications Center; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services. They are the vital link for monitoring police officer and firefighter activities by radio, providing them information and ensuring their safety; and

WHEREAS, Public Safety Telecommunicators contribute substantially to the apprehension of criminals, suppression of fires and treatment of patients while also exhibiting compassion, understanding and professionalism during the performance of their job; and

WHEREAS, in Fiscal Year 2024, Punta Gorda's Telecommunicators processed 49,275 calls, including 9,535 9-1-1- emergency calls, contributing to a police officer average response time of four minutes and thirty-one seconds for all calls.

NOW, THEREFORE, the City Council of the City of Punta Gorda, Florida does hereby proclaim April 13 through 19, 2025, as

National Telecommunicators Week

and does hereby honor all of the men and women whose diligence and professionalism keep our City and citizens safe.

PASSED AND DULY ADOPTED this 2nd day of April 2025.

CITY OF PUNTA GORDA, FLORIDA

_____
Dr. Deborah O. Lux, Mayor

ATTEST:

_____
Sara Welch, City Clerk

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 2/2025

CONSENT AGENDA

Title: Litigation and Settlement Summary

Funds:

Recommended Action: Informational Only

Summary: The document contains a summary of current litigation, notice of litigation and settlement actions for the month of February 2025.

Department/Division: City Manager / Legal

EXHIBITS:

1. City of Punta Gorda - February Report

Punta Gorda
FLORIDA

MEMORANDUM

To: City Council
Date: February Report
Subject: Litigation

PENDING CASES
David Jadon, Roper, Townsend, Sutphen Attorneys at Law is representing the City in five (5) alleged Civil Rights cases. Three (3) of which are the same plaintiff. The other two (2) have the same plaintiff.

NOTICE OF CLAIMS
Five (5) with the same plaintiff with notice of intent to sue for alleged Civil Rights violations. There are two (2) additional separate plaintiffs with notice of intent to sue for alleged Civil Rights violations. The mitigation of a lawsuit regarding a zoning issue is underway.

SETTLEMENTS:
The City's insurance carrier settled one injury claim for $15,000.

REVISED

2:45 pm, Mar 19, 2025

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 2/2025

CONSENT AGENDA

Title:	February and March Demo Permit Update as of March 19, 2025
Funds:	Not applicable
Recommended Action:	Information only
Summary:	For the month of February there was two DEMO permits issued, as of March 19th only one DEMO permit was issued for the month of March.
Department/Division:	Building

EXHIBITS:

1. Demo Permits

INTEROFFICE MEMORANDUM

From: **Ronald Cohowcz, Chief Building Official**
Date: **3/19/2025**
Subject: **DEMO Permits Issued as of 3/19/2025**
City Council Meeting: **April 2, 2025**

February 2025 DEMO Permits

2750 Ryan Blvd 25-191853	Pool demo
626 Trabue Ave 25-192146	permit to demo a single family, no inspections scheduled, no permit application for new home filed

March 2025 DEMO Permits

635 W Marion Ave 25-192506	permit to demo single family, no inspections scheduled, no permit application for new home filed

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 2/2025

CONSENT AGENDA

Title: Monthly Impervious Area Update

Funds:

Recommended Action: For informational purposes.

Summary: The attached memo contains a monthly update regarding the status of properties containing impervious surface areas which are not in compliance with the Land Development Regulations.

Department/Division: Urban Design

EXHIBITS:

1. Impervious Area Update

CITY OF PUNTA GORDA

ZONING & CODE COMPLIANCE
2705 TAMIAMI TRL, UNIT 113
PUNTA GORDA, FL 33950
(941) 575-3352
pgcode@CityofPuntaGordaFL.com

CITY COUNCIL MEETING, APRIL 2, 2025
CONSENT AGENDA MEMO

DATE: March 18, 2025
TO: City Council, City of Punta Gorda
FROM: Rachel Barry, Zoning Official
RE: Impervious Areas Monthly Update

227 Cross St.: Staff met with a potential buyer last week regarding this property. The current owner has not responded to the letter they were sent, and the deadline has passed. If no applications are filed from the potential buyer within the next two weeks, a Code Officer will open a case and issue a Notice of Violation.

300 W Retta (old waterfront hotel): A Notice of Violation was issued on March 17th. If compliance is not met within 30 days, a Notice of Hearing will be issued.

733 E Olympia (across from Bayshore): The Property Appraiser's website shows Advent Health has purchased the property. Staff will send an updated letter to Advent requesting confirmation on their timeline/plans for the property to bring it into compliance with the Code.

115 Tamiami Trl (Marketplace): The application was deemed sufficient for DRC submittal purposes; it has been assigned application number DRC-02-2025. The application has been distributed to city departments and will go before the Development Review Committee on April 25th. During this review period, staff will make additional comments and requests for updates/information. The Staff Report will be finalized and published two (2) weeks prior to the DRC meeting.

117 E Olympia (U-Save): The property owner has been providing staff with regular updates on the property. The most recent update is a plan to fence the property while additional proposals are drafted.

213 Tamiami Trl (corner of Herald Ct and US 41): The deadline has past, so a Code Officer will be opening a case for the property.

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 2/2025

CONSENT AGENDA

Title:	City of Punta Gorda Employee Survey 2025
Funds:	N/A
Recommended Action:	For Council review and approval.
Summary:	City of Punta Gorda Employee survey to seek employee input and gauge employee satisfaction.
Department/Division:	City Manager

EXHIBITS:

1. Employee Survey 2025

City of Punta Gorda Employee Survey 2025

⊕ PAGE TITLE

1. How satisfied are you in your position with the City of Punta Gorda?

- ◯ Very dissatisfied
- ◯ Dissatisfied
- ◯ Neither satisfied nor dissatisfied
- ◯ Satisfied
- ◯ Very satisfied

2. Do you feel valued and appreciated for your work?

- ◯ Very dissatisfied
- ◯ Dissatisfied
- ◯ Neither satisfied nor dissatisfied
- ◯ Satisfied

3. Did you receive satisfactory training for your position?

- ◯ Very dissatisfied
- ◯ Dissatisfied
- ◯ Neither satisfied nor dissatisfied
- ◯ Satisfied
- ◯ Very satisfied

4. Do you have the necessary tools and resources to perform your job effectively?

- ◯ Strongly disagree
- ◯ Disagree
- ◯ Neither agree nor disagree
- ◯ Agree
- ◯ Strongly agree

5. How would you rate communication between employees and management?

- ◯ Very dissatisfied
- ◯ Dissatisfied
- ◯ Neither satisfied nor dissatisfied
- ◯ Satisfied
- ◯ Very satisfied

6. How satisfied are you with your work-life balance?

- ◯ Very dissatisfied
- ◯ Dissatisfied
- ◯ Neither satisfied nor dissatisfied
- ◯ Satisfied
- ◯ Very satisfied

7. How satisfied are you with your salary?

- ◯ Very dissatisfied
- ◯ Dissatisfied
- ◯ Neither satisfied nor dissatisfied
- ◯ Satisfied
- ◯ Very satisfied

8. How satisfied are you with the benefits provided by the City? (Insurance, Paid Holidays, Paid Time Off, etc)

- ◯ Very Dissatisfied
- ◯ Dissatisfied
- ◯ Neither satisfied nor dissatisfied
- ◯ Satisfied
- ◯ Very satisfied

9. How satisfied are you with the current retirement plan offered by the City? (Pension)

- ◯ Very dissatisfied
- ◯ Dissatisfied
- ◯ Neither satisfied nor dissatisfied
- ◯ Satisfied
- ◯ Very satisfied

10. Do you feel the pension is competitive with those offered by other municipalities?

- ◯ Very dissatisfied
- ◯ Dissatisfied
- ◯ Neither satisfied nor dissatisfied
- ◯ Satisfied
- ◯ Very satisfied

11. What improvements would you like to see made to the pension plan?

12. How satisfied are you with career growth opportunities at the City of Punta Gorda?

- ◯ Very dissatisfied
- ◯ Dissatisfied
- ◯ Neither satisfied nor dissatisfied
- ◯ Satisfied
- ◯ Very satisfied

13. What do you enjoy most about working at the City of Punta Gorda?

14. What areas would you like to see improve?

15. How likely are you to recommend the City of Punta Gorda as a place to work to others?

- ◯ Very unlikely
- ◯ Unlikely
- ◯ Neither likely nor unlikely
- ◯ Likely
- ◯ Very likely

16. Comments or suggestions?

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 2/2025

CONSENT AGENDA

Title:

Approval to continue the Blanket Single Source with Environmental Systems Research Institute, Inc., (ESRI) for the on-going License Agreement of ESRI Geographical Information Systems (GIS).

Funds:

Estimated Annual Expenditure $60,000.00 - Account 502-0251-590-3131/5403 (Information Technology)

Recommended Action:

Staff recommends approval to continue the Blanket Single Source with Environmental Systems Research Institute, Inc., (ESRI) for the on-going License Agreement of ESRI products and services.

Summary:

In 2013 Procurement solicited a Blanket Notice of Intended Decision to Single Source the on-going License Agreement with ESRI Geographical Information Systems (GIS). This is the City's sole application system for graphical user interface that allows collection, mapping and query of data or Geographical Information Systems (GIS) for City operations, which has been in existence since 1998. ESRI is the owner, manufacturer and sole-source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements, inclusive of ESRI software licenses and maintenance, updates and technical support for the ESRI software.

At the time of the award the estimated annual expenditures was $25,000.00, and within the City Manager's authority to approve up to $50,000.00. This fiscal year the license renewals totaled $44,430.00. IT has requested training by ESRI in the amount of $6,716.50, which will exceed the City Manager's approval authority. A total of $52,300.00 has been budgeted this fiscal year by IT for ESRI License renewals and training.

Staff is requesting Council to approve to continue the single source license agreement, inclusive of maintenance, updates and technical support and increase the estimated annual expenditure.

Department/Division: Procurement

EXHIBITS:

1. ESRI Training Quote & Sole Source

April 2, 2025

Quotation # Q-540193

Date: March 6, 2025

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 118027 Contract # ENTERPRISE AGREEMENT

City of Punta Gorda
IT
126 Harvey St
Punta Gorda, FL 33950-3615

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 1/27/2025 To: 4/27/2025

ATTENTION: Todd Helt
PHONE: 941-575-3388
EMAIL: thelt@cityofpuntagordafl.com

Material	Qty		Unit Price	Total
174382	7		$959.50	$6,716.50
Esri Training Pass per Day				

Subtotal:	$6,716.50
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$6,716.50

This Training Pass will provide days of training for use over a 12 month period from the order date. These training days may be used for Esri instructor-led training and Coaching Services. When you provide your payment information, the Customer Service Representative will request that you appoint a Training Pass Administrator. Detailed information about the Training Pass and Training Pass Administrator duties can be found at http://www.esri.com/trainingpass. If you have any questions, please contact Esri training at 1-800-447-9778 ext. 1-5757 or GIStraining@esri.com.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Phillip Waldron	pwaldron@esri.com	(704) 301-0454 x8790

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Quotation # Q-540193

Date: March 6, 2025

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 118027 Contract # ENTERPRISE AGREEMENT

City of Punta Gorda
IT
126 Harvey St
Punta Gorda, FL 33950-3615

ATTENTION: Todd Helt
PHONE: 941-575-3388
EMAIL: thelt@cityofpuntagordafl.com

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 1/27/2025 To: 4/27/2025

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

___ I agree to pay any applicable sales tax.

___ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

_____ _____
Signature of Authorized Representative **Date**

_____
Name (Please Print)

_____
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Phillip Waldron	pwaldron@esri.com	(704) 301-0454 x8790

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

CITY OF PUNTA GORDA
BLANKET NOTICE OF INTENDED DECISION
TO ENTER INTO A SOLE/SINGLE SOURCE CONTRACT

This notice of intended decision to enter into a sole/single source contract is posted. Failure to file a written protest with the City's Procurement Manager within 72 hours (Excluding Saturday, Sunday, and City Holidays) from the date and time of posting this notice of intended decision shall constitute a waiver of the Vendor's right to protest.

DEPT/DIV: 1500 REQUESTOR: Growth Management Director

TITLE – (Short description of the commodity or service desired):
License Agreement for ESRI® Geographical Information Systems (GIS)

CONTACT
Name: Deb Adams, CPPB, PA II
Telephone: 941-575-3351
Email: dadams@pgorda.us

PROCUREMENT PROJECT #: **S2013104**
DEPT PROJECT #/REQUISITION #: _____

Date posted: August 8, 2013 Time Posted: 4:30 pm
Deadline for protest: August 13, 2013

Commodity or Service Required (commodity class and group, manufacturer, model, and description, as appropriate):
Blanket notice for on-going license Agreement with ESRI® for use of programming by various City departments . This notice is renewable annually based on the continuation of system/product.

Performance and/or Design Requirements (intended use, function or application, compatibility etc. requirements; reference to policy, statute or other laws, etc., as appropriate):
The City's application system is the sole system for Graphical user interface that allows collection, mapping and queery of data, or Geographical Information Systems (GIS) for City operations, which has been in existence since 1998.

Intended source (vendor/contractor): ESRI®

Price: $25,000 (Estimated Annual Expenditures)

Justification for single source acquisition (what is necessary and unique about the product, service or source; steps taken to confirm unavailability of competition, as appropriate)
This is proprietary technology and services provided by vendor are not available through other sources.

Award Approved By:

Procurement Manager _____ Date 8/20/13

City Manager _____ Date 8/20/2013

No protests received; see attached DJAdams 8/19/2013

Approved: City Council _____ Date _____

SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373
E-mail: jricks@esri.com

DATE: August 8, 2012

TO: To Whom It May Concern

FROM: Jackie Ricks, Esri Contracts and Legal Services

RE: Esri Sole Source Justification for Geographic Information System Software

This letter confirms that Esri, as owner and manufacturer, is the sole-source provider of **software maintenance** (technical support plus Esri software updates/upgrades) for Esri products.

Esri is the sole-source provider of the following Esri products in the commercial, state, and local government marketplace:

- ArcGIS for Desktop Advanced
- ArcGIS for Desktop Standard
- ArcGIS for Maritime: Bathymetry Bundle
- ArcGIS for Maritime: Charting Bundle
- ArcGIS for Server and extensions
- ArcGIS Online (excluding data owned by 3rd party providers)
- ArcInfo Workstation and extensions
- Certain proprietary training courses
- Esri Aeronautical Solution Bundle
- Esri Business Analyst Server
- Esri Defense Mapping Bundle
- Esri Developer Network (EDN) subscriptions
- Esri MapStudio
- Esri Roads and Highways

In an effort to support diversity in federal contracting, Esri has authorized certain small and/or disadvantaged companies (see GSA Advantage! for details) as resellers of Esri products to eligible entities purchasing under a GSA Schedule, including the following products otherwise available only from Esri:

- ArcGIS for Desktop Advanced
- ArcGIS for Desktop Standard
- ArcGIS for Server and extensions
- Certain Esri instructor-led training courses
- Esri Aeronautical Solution
- Esri Business Analyst Server
- Esri Defense Mapping
- Esri Nautical Solution
- Esri Production Mapping
- Esri Roads and Highway

Esri distributes certain software licenses, ***excluding those listed above***, through open-market value-added resellers and distributors.

If you have further questions, please contact me at 909-793-2853, extension 1-1990.

Sincerely,

Jackie Ricks

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 2/2025

CONSENT AGENDA

Title:

City Council to authorizing Interim City Manager or their designee, to execute the Grant Agreement No FM 1007 between Department of Finacial Services and City of Punta Gorda; and proving an effective date.

Funds:

Recommended Action: City Council Approval

Summary:

Authorizing Interim City Manager or their designee, to execute the Grant Agreement No FM 1007 between Department of Finacial Services and City of Punta Gorda.

Department/Division: City Manager / Legal

EXHIBITS:

1. Grant Agreement

GRANT AGREEMENT NO. FM1007
BETWEEN
DEPARTMENT OF FINANCIAL SERVICES
AND
CITY OF PUNTA GORDA

THIS GRANT AGREEMENT (Agreement) is made and entered into by and between the Department of Financial Services (Department), an agency of the State of Florida (State), and City of Punta Gorda (Grantee), and is effective as of the date last signed. The Department and the Grantee are referred to herein individually as a "Party" or collectively as the "Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Florida Legislature created the Firefighter Assistance Grant Program within the Division of State Fire Marshal (Division) to improve the emergency response capability of volunteer fire departments and combination fire departments by providing financial assistance to improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities;

WHEREAS, the Division is to administer the program and annually award grants to volunteer fire departments and combination fire departments using the annual Florida Fire Service Needs Assessment Survey;

WHEREAS, the purpose of such grants is to provide funding to fire departments to provide volunteer firefighter training and procure necessary firefighter personal protective clothing and equipment (PPE), self-contained breathing apparatus equipment, and fire engine pumper apparatus equipment;

WHEREAS, the Florida Legislature has appropriated funds in Line 2478 of the General Appropriations Act for the 2024-2025 State fiscal year to the Department to implement section 633.135, Florida Statutes (F.S.), for the specific purposes stated therein, and the Department has the authority to grant these funds to the Grantee upon the terms and conditions set forth herein and in Rule 69A-37.502, *Florida Administrative Code* (F.A.C.); and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds and will use them for the purposes identified herein.

NOW, THEREFORE, the Department and the Grantee do mutually agree as follows**:**

1. **Performance Requirements:**
   In accordance with Line 2478 of the General Appropriations Act for the 2024-2025 State fiscal year, the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments, addenda, and exhibits, which are incorporated by reference herein. The performance requirements are more specifically described in Attachment 1, Statement of Work (SOW). The definitions of terms and acronyms in the SOW will apply herein, unless otherwise defined in this Agreement.

2. **Compliance with Laws, Rules, Regulations, and Policies:**
   The Grantee shall comply with the applicable state and federal laws, rules, regulations, and policies including, but not limited to, those identified in this Agreement.

3. **Performance Period:**
The term of this Agreement begins on the date the Agreement is last signed (effective date) and ends on the last day of the state's fiscal year in which the grant was awarded. The Department shall not be obligated to pay for costs incurred by the Grantee related to this Agreement prior to this Agreement's effective date or after its ending date. The term of this Agreement may not be extended or renewed.

4. **Payment and Funding Considerations:**
   - **4.1. Funding:** This Agreement is an advancement-based agreement, pending approval, not to exceed the amount of funds stated in Attachment 1, SOW. Such funds shall be paid by the Department in consideration for the Grantee's performance of the requirements as set forth by the terms and conditions of this Agreement. Pursuant to section 287.0582, F.S., for any agreement binding the State or the Department for a period in excess of one State fiscal year, the State's and the Department's performance and obligation to pay under that agreement are contingent upon an annual appropriation by the Legislature.
   - **4.2. Payment Process:** Subject to the terms and conditions established by this Agreement, the pricing method per deliverable established in the SOW, and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S., for its performance under this Agreement, as described in the SOW. The applicable interest rate can be obtained at: https://myfloridacfo.com/division/aa/audits-reports/judgment-interest-rates
   - **4.3. Grantee Rights:** A Vendor Ombudsman has been established within the Department. The duties of the Vendor Ombudsman include acting as an advocate for grantees who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.
   - **4.4. Taxes:** The Department is exempted from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Grantee shall not be exempt from paying State sales and use tax to the appropriate governmental agencies, nor shall the Grantee be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. The Grantee shall provide the Department its taxpayer identification number upon request.
   - **4.5. Invoicing and Acceptance:** All charges for performance under this Agreement or for reimbursement of expenses authorized by the Department shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee must submit invoices in accordance with the time requirements specified in the SOW. The Department will reimburse the Grantee for the performance required by the Agreement and any authorized expenses only upon the timely and satisfactory completion of the applicable performance and compliance requirements of the SOW. Payment for the deliverables is conditioned upon written acceptance by the Department's designated contract manager (Contract Manager) identified in Section 34, below. If the Department determines that circumstances warrant, the Department may accept partial performance and make partial payments for partial performance.

5. **Expenditures:** All expenditures must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to the State's Reference Guide for State Expenditures. The Grantee shall submit invoices for performance or expenses in accordance with the requirements of this reference guide, which can be obtained at: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2.

The Grantee may not spend funds received under this Agreement for the purposes of lobbying the Florida legislature, the judicial branch, or a State agency.

6. Governing Laws of the State:

6.1. Governing Law: The Grantee agrees that this Agreement is entered into in the State, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section 28, Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.

6.2. Ethics: The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or State employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or State employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. Only the provisions applicable to State funding in Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance, are applicable to this grant.

6.3. Employment Eligibility Verification: N/A

6.4. Advertising: Subject to chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of this Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

6.5. Sponsorship: As required by section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program that is financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Financial Services." If the sponsorship reference is in written material, the words "State of Florida, Department of Financial Services" shall appear in the same size letters or type as the name of the Grantee.

7. Mandatory Disclosure Requirements:

7.1. Conflict of Interest: This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.

7.2. Convicted Vendor List: The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

7.3. Discriminatory Vendor List: The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

7.4. Continuing Duty of Disclosure of Legal Proceedings: N/A

7.5. Antitrust Violator Vendor List: The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: "A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."

7.6. Department Inspection of Records: Pursuant to section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee's financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the Contractor's programmatic records, papers, and documents which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Contractor shall provide such records, papers, and documents to the Department's Contract Manager within 10 business days after a request is made to the Contractor.

7.7. Foreign Gifts and Contracts: The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 286.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a)], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

8. Funding Requirements of Section 215.971(1), F.S.:

8.1. The Grantee shall perform all tasks contained in the SOW.

8.2. Receipt by the Grantee of the Department's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon

the Grantee's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the SOW and the Department shall apply the applicable criteria stated in the SOW to determine satisfactory completion of each deliverable).

8.3. If the Grantee fails to meet the minimum level of service specified in the SOW, the Department shall apply the financial consequences for such failure as specified herein.

8.4. The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement.

8.5. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.

8.6. The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee is entitled under the terms and conditions of this Agreement.

9. Advance Payments: If authorized by sections 215.422(15) or 216.181(16), F.S., and approved in writing by the Department, the Grantee may be provided an advance as part of this Agreement.

10. Final Invoice: The Grantee shall submit its final invoice to the Department no later than thirty (30) calendar days after the Agreement ends or, in the case of termination, when this Agreement is terminated. If the Grantee fails to do so, the Department may, at its sole discretion, refuse to honor any request submitted by the Grantee after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.

11. Return or Recoupment of Funds:

11.1. If the Grantee or its independent auditor, if applicable, discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days of notification of discovery without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. A check for the amount due should be sent to the Department's Contract Manager and made payable to the "Department of Financial Services."

11.2. Notwithstanding the damages limitations of Section 29, Indemnification, if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Grantee under this Agreement or any other Agreement between the Grantee and any State entity. If additional costs or losses are discovered when no monies are available under this Agreement or any other Agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department within thirty (30) calendar days of the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

12. Audits and Records:

12.1. Representatives of the Department, including, but not limited to, the State's Chief Financial Officer or the State's Auditor General, or representatives of the federal government shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

12.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.

12.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related-party transactions to the auditor.

12.4. The Grantee shall retain all the Grantee records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance, or the period required by the General Records Schedule maintained by the Florida Department of State (available at: https://dos.myflorida.com/media/703328/gs1-sl-2020.pdf), whichever is longer. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request. If the Grantee is required to comply with section 119.0701, F.S., then compliance with the retention of records in accordance with section 119.0701(2)(b)4., F.S., will fulfill the above stated requirement. If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for the Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014) (available at: https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf).

12.5. The Grantee shall include the aforementioned audit and record-keeping requirements in all approved subgrantee agreements and assignments.

12.6. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Department's Inspector General or other authorized state official for investigations of the Grantee's compliance with the terms of this Agreement or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs include, but they are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for any costs of investigations that do not result in the Grantee's suspension or debarment.

12.7. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee shall comply with this duty and ensure that its contracts issued under this Agreement, if any, impose this requirement, in writing, on its contractors.

13. Public Records: The Grantee shall comply with the applicable requirements of Addendum A, Public Records Requirements, which is incorporated by reference herein. All references to "Contractor" within Addendum A shall refer to "Grantee." All references to "Contract" within Addendum A shall refer to "Agreement."

14. Assignments, Subgrants, and Contracts:

14.1. Unless otherwise specified in the SOW, or through prior written approval of the Department, the Grantee may not: 1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign any of the Grantee's rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior written consent of the Department will be null and void. If the Department approves the transfer of any of the Grantee's obligations under this Agreement, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement will bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.

14.2. The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements must be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.

14.3. The Grantee agrees that the Department may assign or transfer the Department's rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.

14.4. The Grantee agrees to make payments to its subgrantees and contractors, if any, within seven (7) business days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the agreement(s) between the Grantee and the contractor(s). Unless the Grantee and the subgrantee(s) or contractor(s) contract for an alternate payment schedule, the Grantee's failure to pay its subgrantees or contractors, if any, within seven (7) business days will result in a statutory penalty charged against the Grantee and paid to the subgrantee or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such statutory penalty will be in addition to actual payments owed and will not exceed fifteen (15) percent of the outstanding balance due.

15. MyFloridaMarketPlace: Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in the Florida Single Audit Act, section 215.97, F.S., and are exempt from the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(6)(g), F.A.C. Payments will be made according to the SOW and not through the MyFloridaMarketPlace system.

16. Nonexpendable Property:

16.1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).

16.2. The Grantee shall have ownership of all PPE, SCBA, or pumper fire apparatus purchased under this Agreement. All nonexpendable property purchased under this Agreement must be listed on the property records of the Grantee in accordance with the requirements of Rule 69I-72.002, F.A.C. For the purposes of section 273.03, F.S., the Grantee is the custodian of all nonexpendable property and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts). The Grantee must submit an inventory report to the Department with the final expenditure report and inventory annually and maintain accounting records for all nonexpendable property purchased under the Agreement. The records must include information necessary to identify the property, which at a minimum, must include the following: property tag identification number; description of the item(s); if a group of items, the number and description of the components; physical location; name, make or manufacturer; year and/or model; manufacturer's serial number(s); if an automobile, the vehicle identification number and title certificate number; date of acquisition; cost or value at date of acquisition; date last inventoried; and the current condition of the item.

16.3. PPE and SCBA property must not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the prior written permission of, and in accordance with instructions from, the Department. In addition to its plain meaning, "dispose of"

includes selling, exchanging, transferring, distributing, gifting, and loaning. If the Grantee proposes to dispose of the nonexpendable property or take any other action that will impact its ownership of the property or modify the use of the property other than for the purposes stated herein, the Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.

16.4. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use in accordance with this Agreement. The Grantee shall immediately notify the Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.

16.5. The Grantee is responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.

16.6. PPE shall only be assigned to firefighters that are on the roster of the Grantee and recorded in the Division's online electronic database. SCBA property may be shared to facilitate all-hazard responses with other fire service providers during emergency responses.

16.7. The pumper fire apparatus shall not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. The pumper fire apparatus shall not be modified by any means without the prior written approval of the Department. If the Grantee has received a grant to replace an unsafe fire apparatus, the Grantee is required to permanently remove the replaced vehicle from its vehicle inventory until deemed to be safe for operation by a certified Emergency Vehicle Technician. The Grantee shall not gift, sell, or transfer the unsafe fire apparatus to any other fire service provider.

17. Disposition of Property:

The Grantee shall provide advance written notification to the Department, if during the five (5) year period following the termination of this Agreement or the depreciable life of the nonexpendable property (determined by the depreciation schedule in use by the Grantee) purchased under this Agreement, whichever period is shorter, the Grantee proposes to dispose of or take any other action that will impact its ownership of the nonexpendable property or modify the use of the nonexpendable property from the purposes authorized herein. If any of these situations arise, the Department shall have the right, in its sole discretion, to demand that the Grantee immediately reimburse the Department the fair market value of the impacted nonexpendable property valued at the time of disposition or modified use.

18. Additional Requirements Applicable to the Purchase of, or Improvements to, Real Property:

N/A

19. Data Security and Information Resource Acquisition: N/A

20. Insurance:

20.1. The Grantee shall, at its sole expense, maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Adequate insurance coverage is a material obligation of the Grantee, and the failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under this Agreement. All insurance policies must be through insurers authorized to write policies in the State. Specific insurance requirements, if any, are listed in the SOW.

20.2. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible will be the sole responsibility of the Grantee.

21. Patents, Copyrights, and Royalties: N/A

22. Intellectual Property Rights: Each party shall retain its intellectual property rights to its intellectual property. No intellectual property is to be created or otherwise developed by Grantee for the Department under this Agreement.

23. Independent Contractor Status: It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or will be deemed to constitute a partnership or joint venture between the Parties.

23.1. Unless the Grantee is a State agency, the Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.

23.2. Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

23.3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be in a joint venture with the State, nor an agent, servant, or partner of the State as a result of this Agreement.

23.4. Unless agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee, its subrecipient, contractor, or assignee.

23.5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive all legally required benefits and insurance coverage from an employer other than the State.

23.6. At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

24. Electronic Funds Transfer: The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) calendar days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: https://myfloridacfo.com/division/aa/vendors.

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

25. Entire Agreement: This Agreement consists of all documents listed in the order of precedence below, each of which is incorporated into, and is an integral part of, the Agreement, and together they embody the entire Agreement. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. Any conflicts among these documents will be resolved in accordance with the following order of precedence:

i. Attachment 1, Statement of Work;

ii. This Agreement;
iii. Appendix 1, Itemized Equipment List;
iv. Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
v. Addendum A, Public Records Requirements; and
vi. Attachment 3, Index of Applicable Laws and Regulations.

26. Time is of the Essence: Time is of the essence regarding the performance requirements set forth in this Agreement. The Grantee is obligated to timely complete the deliverables under this Agreement and to comply with all other deadlines necessary to perform the Agreement which include, but are not limited to, attendance of meetings or submittal of reports.

27. Termination:

27.1. Termination Due to the Lack of Funds: If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. If funds become unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds."

27.2. Termination for Cause: The Department may terminate this Agreement if the Grantee fails to: (1) satisfactorily complete the deliverables within the time specified in the Agreement; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits. Upon termination, the Department may require that the Grantee return to the Department any funds that were used for ineligible purposes under the Agreement or applicable program laws, rules, and regulations governing the use of funds under the Agreement.

27.3. Termination for Convenience: The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall cease performance upon receipt of the Department's notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

28. Dispute Resolution: Unless otherwise stated in the SOW, the Department shall decide disputes concerning the performance under the Agreement, reduce the decision to writing, and serve a copy on the Grantee. If a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in the State courts, and the venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own costs and attorneys' fees incurred in connection with disputes arising under the terms of the Agreement.

29. Indemnification:

29.1. The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible

property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.

29.2. Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to a violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Grantee's opinion is likely to become the subject of such suit, the Grantee may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Grantee is not reasonably able to modify or otherwise secure for the Department the right to continue using the product, the Grantee shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.

29.3. The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and (3) assistance in defending the action at the Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which will not be unreasonably withheld.

NOTE: For the avoidance of doubt, if the Grantee is a State agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence.

30. Force Majeure and Notice of Delay from Force Majeure: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, if a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate all resulting delay or disruption in accordance with the Party's performance requirements under this Agreement. If the Grantee believes any delay is excusable under this Section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within five (5) calendar days after the Grantee first had reason to believe that a delay could result if the Grantee could reasonably foresee that a delay could result or within ten (10) calendar days after the Grantee first learned of the delay if the delay is not reasonably foreseeable. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Grantee of its decision in writing. If an extension is legally permissible, and if one will be granted, the Department's notice will state the extension period. **THE FOREGOING CONSTITUTES THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. The Grantee shall not assert a claim for damages against the Department and shall not be entitled to an increase in this Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the

Grantee to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part.

31. **Severability:** If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

32. **Survival:** Any right or obligation of the Parties in the Agreement, which, by its express terms or nature and context, is intended to survive termination or expiration of the Agreement, will survive any such termination or expiration.

33. **Execution in Counterparts:** The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute but one and the same instrument.

34. **Contact Information for Grantee and Department Contacts:**

Grantee's Payee:	**Grantee's Agreement Manager:**
City of Punta Gorda	J. Tyler Canfield
326 W. Marion Ave.	326 W. Marion Ave.
Punta Gorda, Florida 33950	Punta Gorda, Florida 33950
(941) 575-5529	(941) 575-5545
Tcanfield@cityofpuntagordafl.com	hgibbs@cityofpuntagordafl.com

Department's Agreement Manager:

Ginie Chibuzor
200 E. Gaines Street
Tallahassee, Florida 32399
(850) 413-3631
Ginie.chibuzor@myfloridacfo.com

If any of the information provided in this Section changes after the execution of this Agreement, the Party making such change will notify the other Parties in writing of such change. Such changes will not require a written amendment to the Agreement.

35. **Notices:**

The contact information provided in the immediately preceding Section must be used by the Parties for all communications under the Agreement. Where the terms "written notice" or notice "in writing" are used to specify a notice requirement herein, said notice will be deemed to have been given when (i) personally delivered; (ii) transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a recognized overnight delivery service;

or (iv) on the date actually received, except if there is a date of the certification of receipt, then on that date.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the documents that make up this Agreement, the Parties have caused to be executed this Agreement by their undersigned, duly-authorized officials.

CITY OF PUNTA GORDA		**DEPARTMENT OF FINANCIAL SERVICES**	
By:	_____	**By:**	_____
Name:	_____	**Name:**	_____
Title:	_____	**Title:**	_____
Date:	_____	**Date:**	_____

Attachment 1

STATEMENT OF WORK

1. **Project Description.** The Grantee has been awarded funding for the 2024-2025 Fiscal Year in the amount of $13,926.50 This funding will be used to purchase five (5) sets of Personal Protective Equipment as further described in Appendix 1, Itemized Equipment List.

2. **Program Requirements.** The Florida Legislature created the Firefighter Assistance Grant Program within the Division of State Fire Marshal to improve the emergency response capability of volunteer fire departments and combination fire departments by providing financial assistance to improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities. The Division is to administer the program and annually award grants to volunteer fire departments and combination fire departments using the annual Florida Fire Service Needs Assessment Survey. The purpose of such grants is to provide funding to fire departments to use to provide volunteer firefighter training and procure necessary firefighter equipment. The Division shall prioritize the annual award of grants to combination fire departments and volunteer fire departments demonstrating need as a result of participating in the annual Florida Fire Service Needs Assessment Survey.

   The Grantee shall only use funds for those items specified in the Agreement. Such items must comply with the requirements of section 633.135, F.S., and Rules 69A-37.501 and .502, F.A.C. The total amount of the grant shall not exceed the lesser of the purchase price or the total amount of the appropriation.

3. **Grantee's Responsibilities.** The Grantee shall:

   a. Complete the required task as specified in Section 5, Deliverables.
   b. Provide the Department with the required supporting documents specified in Section 6, Request of Grant Funds, to receive grant funds.
   c. Purchase the equipment as specified within Appendix 1, Itemized Equipment List
   d. Receive the equipment in a timely manner not to exceed the Performance Period stated in Section 3., Performance Period, of the Agreement.
   e. Provide the Department with sufficient documentation that ensures receipt of the equipment.
   f. Provide the Department with documentation, upon Department's demand, evidencing status reports. Grantee shall provide status report documentation on the Status Update Request Form, incorporated by reference as Attachment 4.
   g. Submit monthly fire incident data to the National Fire Incident Reporting System via https://www.nfirs.fema.gov/NFIRSWeb/login for twelve (12) months following the effective date of this Agreement. Proof of submittance of fire incident data is required to be provided to the Department upon the Department's demand.
   h. Maintain all fire department profile and roster records within the electronic database of the Bureau of Fire Standards and Training.
   i. Demonstrate compliance with the Florida Firefighter Occupational Safety and Health Act by having completed a compliance inspection within the previous three (3) years or having a compliance inspection conducted before the grant funds are awarded.
   j. Provide the written agreement with the fire service provider under which the Grantee is operating.

4. **Department's Responsibilities.** The Department shall monitor the Grantee's progress as it deems necessary to verify that all requirements of the Agreement are being performed in accordance with

this Agreement. The Department shall review submitted documentation and process payments to the Grantee to fund allowable, reasonable, and necessary expenditures, not to exceed $13,926.50

The Department will monitor reporting and documentation compliance for the Grantee and will notify the appropriate parties of non-compliance.

5. Deliverables. The Grantee shall complete the following deliverable:

Deliverable No. 1 – Purchase five (5) sets of Personal Protective Equipment		
Task	**Documentation**	**Financial Consequences**
Purchase and receive equipment as described in Appendix 1, Itemized Equipment List.	A. Grantee must provide proof of payment in the form of cleared check(s), bank statement(s), or electronic fund transfer(s). B. Grantee must provide proof of receipt of the equipment in the form of photos, packing slips, or other equivalent documentation.	The Department will require the return of funds if the Grantee: A. Does not receive the equipment within the specified Performance Period; B. Does not provide documentation as required; or C. Does not receive the equipment that is described in this Agreement.
TOTAL AMOUNT NOT TO EXCEED $13,926.50		

6. Request of Grant Funds. This is an advancement-based contract, pending sufficient documentation and advancement approval. The Department will provide funds to the Grantee in accordance with the terms and conditions of this Agreement for a total dollar amount not to exceed $13,956.50 subject to the availability of funds. To request advancement, the Grantee shall:

a. Invoice the Department of Financial Services for the total and final cost of the equipment, not to exceed the grant amount awarded. This invoice must include:
   i. The Grantee name, address, and contact information;
   ii. An invoice number, date, and contract number;
   iii. An itemized list of the equipment that matches the equipment listed on the documentation from the equipment vendor;
   iv. A final cost that matches the grant award amount; and
   v. A signature from the appropriate authority.
b. Provide itemized documentation from an equipment vendor that matches the grant award described in Appendix 1, Itemized Equipment List.

7. Financial Consequences for Failure to Timely and Satisfactorily Perform. Failure to complete the required duties outlined in this SOW shall result in the automatic return of funds for the associated expenditures for the applicable deliverable(s).

This provision for financial consequences shall not affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

8. Reimbursement of Training Expenses. In the instance that the Grantee has completed and wishes to request reimbursement for the online Firefighter 1 training program delivered by the Bureau of Fire Standards and training, the Grantee must provide to the Department an itemized list of training conducted within thirty (30) calendar days after completion of the training. The list must include:

a. The names of the students trained;
b. Dates the training was conducted;
c. The instructor's name and certification number;
d. The location of the final practical skills training; and
e. The location of live fire training.

Funds used to procure the training must be obligated within the specified Performance Period of this Agreement.

-End of Attachment 1 (Statement of Work)-

Appendix 1

Itemized Equipment List

Central Alabama Training Solutions

5100 Culver Rd
Tuscaloosa, AL 35401
(205) 341-2287

Estimate

ADDRESS
Punta Gorda Fire Department
326 W. Marion Ave.
Punta Gorda, FL 33950

SHIP TO
Punta Gorda Fire Department
1410 S. Tamiami Trail
Punta Gorda, FL 33950

ESTIMATE 3534
DATE 11/26/2024

SALESPERSON
Jason Whatley

EMAIL
jwhatley@catscorp.com

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Viking IQ Turnouts	Viking IQ Turnout Gear-includes coat, pants, suspenders and lettering. Ritter Bala Jones Davenport Felico Updated Sourcewell pricing for contract #010424-VKN W25-TCG 1454.60 each W75-TCG 1239.70 each	5	2,694.30	13,471.50T
Viking Particulate Hood, Grey		5	91.00	455.00T

SUBTOTAL	13,926.50
TAX	0.00
TOTAL	**$13,926.50**

Accepted By

Accepted Date

Remit To:
CATS
5100 Culver Rd.
Tuscaloosa, AL 35401

If you wish to make future payments by ACH, please contact us at 205-341-2287.
Credit card payments are accepted with a 3.5% surcharge.

Remit To:
CATS
5100 Culver Rd.
Tuscaloosa, AL 35401

If you wish to make future payments by ACH, please contact us at 205-341-2287.
Credit card payments are accepted with a 3.5% surcharge.

ATTACHMENT 2

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Financial Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A grantee that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the

Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Grantee expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

a. The Department at each of the following addresses:

Electronic copies (preferred): Ginie.Chibuzor@myfloridacfo.com

or

Paper (hard copy):
Ginie Chibuzor
Department of Financial Services
Division of the State Fire Marshal
200 E. Gaines Street
Tallahassee, Florida 32399-0340

b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401

111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT 1

Federal Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

State Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Subject to Section 215.97, F.S.:

1. State Project A:

   State Project: Volunteer Firefighter Grant Assistance Program
   State Awarding Agency: State of Florida, Department of Financial Services
   Catalog of State Financial Assistance Title and Number: Volunteer Firefighter Grant Assistance Program, 43.006
   Amount: $13,926.50
   Not to exceed $1,000,000.00 for all grants awarded under the Firefighter Assistance Grant Program for State Fiscal Year 2024-2025.

2. State Project B:

   N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

The requirements of this Agreement, section 633.135, F.S., and Rule 69A-37.502, F.A.C.

Attachment 3
Index of Applicable Laws and Regulations

1. Statutory Requirements:
Chapter 112, F.S. (conflict of interest)
Chapter 119, F.S. (public records and exceptions to disclosure)
Sections 11.062 and 216.347, F.S. (prohibitions on the use of state funds for lobbying purposes)
Section 216.1366, F.S. (inspection of records)
Section 286.101, F.S. (foreign gifts and contracts)
Section 286.25, F.S. (sponsorship)
Section 287.133, F.S. (convicted vendor list)
Section 287.134, F.S. (discriminatory vendor list)
Section 287.137, F.S. (antitrust violator vendor list)
Americans with Disabilities Act
Immigration and Nationality Act

2. Audit Requirements:
Section 20.055, F.S. (audit investigations)
Section 215.34, F.S. (return or recoupment of funds)
Section 215.97, F.S., Florida Single Audit Act
Section 215.971, F.S., Agreements Funded with Federal or State Assistance

3. Financial Requirements:
Section 215.422, F.S. (payments from state funds)
Section 273.02, F.S. (nonexpendable tangible personal property)
Section 287.0585, F.S. (payments to subcontractors)
Rule 60A-1.031, F.A.C. (MyFloridaMarketPlace)
Chief Financial Officer Memoranda Nos. 1, 2, and 4 (effective July 1, 2020)

DIVISION OF
STATE FIRE MARSHAL
FLORIDA DEPARTMENT OF FINANCIAL SERVICES

Equipment Grant Status Report

Instructions: This form is to be completed by the grantee at least once during the Performance Period. Complete all sections to the best of your ability and send to the assigned Grant Manager within the Division of State Fire Marshal.

Grantee:	**Reporting Date:**	**Contract Number:**
Equipment Purchase Description:		
1. Phases Complete (Check)		
Quote from Vendor	Equipment Order	Equipment Purchased
Grant Execution	Payment	Equipment Delivery
2. Has the Grant Agreement been executed? If not, why?		
3. When do you expect to have all phases complete?		
4. Problem Areas/Other Comments (Revisions, Delays, Difficulties, etc):		

FOR REFERENCE ONLY
DO NOT USE

Grantee	**Grantee Representative** I certify that the information provided above is true and correct per the terms of the Grant Agreement.		
	Date	**Printed Name/Title**	**Signature**
Department	**Comments/Notes**		
	Review Date	**Site Visit __Yes __No __N/A**	**Contract Manager Signature**

DEPARTMENT OF FINANCIAL SERVICES
Public Records Requirements

Addendum A

1. **Public Records Access Requirements.**

a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

2. **Public Records Requirements Applicable to All Contractors**.

a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).

b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.

c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.

d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.

e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.

f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

3. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
If the Contractor is a "contractor" as defined in section 119.0701(1)(a), F.S., the Contractor shall:

a. Keep and maintain Public Records required by the Department to perform the service.

b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.

c. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.

d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.

e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT PUBLIC RECORDS AT:**

Telephone: **(850) 413-3149**
Email: **PublicRecordsRequest@myfloridacfo.com**
Mailing Address: **The Department of Financial Services**
Office of Open Government
PL-11, The Capitol
Tallahassee, Florida 32399-0301

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 2/2025

CONSENT AGENDA

Title:	A Resolution of the City Council of the City of Punta Gorda, Florida amending the budget for the fiscal year beginning October 1, 2024 by providing for supplemental appropriations in the amounts identified in Exhibit A; and providing an effective date.
Funds:	General Fund
Recommended Action:	City Council approval.
Summary:	Appropriation for two grants. Florida Department Law Enforcement grant revenue and expenditure for community engagement software for award previously approved by City Council November 20, 2024. State grant revenues and expenditures for fire personal protective equipment/gear, if agreement is approved on this City Council Agenda.
Department/Division:	Finance

EXHIBITS:

1. Budget Amendment

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PUNTA GORDA, FLORIDA AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 BY PROVIDING FOR SUPPLEMENTAL APPROPRIATIONS IN THE AMOUNTS IDENTIFIED IN EXHIBIT A; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Punta Gorda, adopted its Operating Budget, Revenues and Expenditures, on September 18, 2024 and said budget being $182,762,397; and

WHEREAS, the City needs to amend said budget so as to provide for re-appropriations and supplemental appropriations in the amounts identified in Exhibit A;

NOW, THEREFORE, BE IT RESOLVED THAT:

I. The budget for the fiscal year commencing October 1, 2024 is hereby amended by providing for supplemental appropriations in the amounts identified in Exhibit A, attached hereto and incorporated herein.

II. This resolution shall take effect immediately upon adoption.

ADOPTED by the City Council of the City of Punta Gorda, Florida this ___ day of _____, 2025.

CITY OF PUNTA GORDA, FLORIDA

By: _____
DR DEBORAH LUX, Mayor

ATTEST:

_____
SARA WELCH, City Clerk

APPROVED AS TO FORM:

_____
DAVID LEVIN, City Attorney

Exhibit A
City of Punta Gorda, FL
Budget Amendment

			Use	Source
Fund 001 - General Fund	Proj Code			
001-0000-331-2002	C6N093	Marine Advisory Board Boater Improv		16,494
001-1200-521-3107	C6N093	Software/Programming	16,494	

Description: FDLE JAG grant previously approved by Council 11/20/2024. Grant is for Community Engagement software.

001-0000-334-2102	FM1007	Volunteer FF Grant Assistance Program		13,927
001-1300-522-5224	FM1007	Clothing & Uniforms	13,927	

Description: Department of Financial Services, Volunteer Firefighter Grant Assistance Program for Personal Protective Equipment/Gear (PPE). Agreement in under Consent Agenda on this Council Meeting, and budget amendment will be contingent upon approval of that item.

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 2/2025

REGULAR AGENDA

Title:	Rules of Procedure Draft: Review of Rules 21 through 30
Funds:	Not applicable.
Recommended Action:	Direction to staff regarding Rules 21 through 30.
Summary:	Establishing a set Rules of Procedure approved by City Council would be a useful tool to ensure all parties understand the various processes related to City Council meetings and agendas, as well as procedures for the boards established by City Council. A draft Rules of Procedure document has been composed from the prior Councilmember Handbook in addition to examples shared by other municipalities. This is intended to serve as a basis for Council to work from, with the provisions open to amendment or removal. The draft Rules of Procedure will be updated based on feedback from City Council. Given the breadth of the proposed document, the rules will be reviewed in several sets. For the second set, we will focus on Rules 21 through 30.
Department/Division:	City Clerk

EXHIBITS:

1. Draft City Council Rules of Procedure
2. Rules of Procedure Draft - Rules 21 through 30

CITY OF PUNTA GORDA

CITY COUNCIL

RULES OF PROCEDURE

D R A F T

Version 3, dated March 19, 2025: Incorporates approved changes from March 19, 2025, City Council meeting.

Version 2, dated March 4, 2025: Incorporates approved changes from February 19, 2025, City Council meeting.

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INTRODUCTION

The City of Punta Gorda encourages citizen participation in the democratic process and recognizes and protects the right of freedom of speech afforded to all. As the City Council conducts the business of the City, the Code of Conduct shall apply. Additionally, City Councilmembers, Officials, staff, Board/Committee members and members of the public are to respectfully communicate according to City Council's Rules of Procedure.

The City of Punta Gorda conducts municipal governance, performs municipal functions, renders municipal services, and exercises any power for municipal purposes according to the City Charter, except as otherwise provided by law. Any conflict or need for clarification arising out of the following Rules of Procedure shall be resolved, where applicable, by provisions of the City Charter which shall prevail, except as otherwise provided by law. Any amendments to the City Charter which may require revisions to the Rules of Procedure shall be administratively prepared by the City Clerk and adopted by the City Council.

These Rules of Procedure are adopted by the City Council to guide the Council and the City's Board and Committee members through their primary operations and functions. They are designed to provide the structure needed to conduct City business while also maintaining the flexibility needed to carry out public business efficiently and effectively as circumstances may dictate.

SECTION I – GENERAL PROVISIONS

RULE 1: CONSTRUCTION AND SUSPENSION OF RULES

1.1 These rules may be amended or temporarily suspended at any meeting of the City Council with an affirmative vote of a majority of the City Council.

1.2 These rules are for the efficient and orderly conduct of City Council business only; no violation of such rules shall invalidate any action of the City Council when approved by a majority vote.

RULE 2: PUBLIC MEETINGS

2.1 All meetings of the City Council, and boards and committees thereof, must be open to the public in accordance with the Florida Government in the Sunshine Law, Section 286.011, Florida Statutes (F.S.).

2.2 Entrance to the City Council Chambers or other meeting rooms may be limited on occasion to comply with the seating capacity requirements of the Fire Code.

2.3 Meetings of the City Council, and all boards and committees thereof, will be conducted in a building within the City limits.

2.4 For public safety purposes, no signs or placards mounted on sticks, posts, poles, or similar structures will be allowed in City Council meeting rooms. Other signs, placards, or banners shall not disrupt meetings or interfere with others' visual rights.

2.5 Certain meetings are exempt from the Sunshine Law due to a statutory exemption, such as executive collective bargaining sessions (Section 447.605(1), F.S.), meetings regarding risk management claims (Section 768.28(15), F.S.), and litigation meetings pursuant to (Section 286.011(8) F.S.). The City Council shall follow all statutory requirements for exempt meetings.

RULE 3: REGULAR CITY COUNCIL MEETINGS

3.1 The City Council will hold 22 regular meetings each year, with at least one meeting each month.

3.1.1 Regular meetings are held on the first and third Wednesday of each month, unless otherwise noticed.

3.1.2 No regular Council meeting shall be held after the general election until certification of results is established

3.1.3 Meetings take place in the designated City Council Chambers unless otherwise noticed.

3.2 City Council shall establish and notice, prior to January 1 each year, a schedule of regular meetings that are to be held throughout the subsequent calendar year, reserving the authority to adjust meeting dates from time to time.

3.2.1 Prior notice of such change shall be provided to the public.

3.3 The City Manager or designee and/or the Mayor may adjust meeting times, cancel a meeting, or reschedule a meeting date due to lack of items for consideration, other pressing City business, scheduling conflicts, or an emergency.

3.3.1 Prior notice of such change shall be provided to the public.

3.4 An agenda outlining the business to be conducted will be issued in full 2 weeks prior to the next meeting.

3.4.1 Agenda items shall not be added or removed following publication except by vote at the City Council meeting, unless the item is deemed urgent or required by the City Manager.

3.4.2 If an agenda item does not have all required documentation completed by end of the day of issuance, that item should be carried forward to the next agenda.

3.5 A pre-agenda meeting will be scheduled for the Monday prior to a regular City Council meeting, with alternate scheduling accommodated as necessary.

RULE 4: SPECIAL CITY COUNCIL MEETINGS

4.1 A special meeting (not an emergency meeting) may be called by the City Manager, the Mayor, or by a majority vote of the City Council at a regular meeting, as follows:

4.1.1 An agenda will be issued prior to the meeting and will contain the time, place, and business to be conducted. No business other than that listed on the agenda shall be conducted. Special meetings may be held upon at least twenty-four (24) hours' notice.

4.1.2 Each Councilmember will be given written notice served personally or left at his/her usual place of business and/or residence or by electronic means, including but not limited to e-mail. If this means of contact is not achieved, notice will be provided orally, either in person or by telephone contact.

4.2 Special meetings may be scheduled in addition to regular Council meetings.

4.3 If the need for a special meeting is eliminated, the entity that called the meeting is authorized to cancel such meeting. Notice of the cancellation will be posted on the City's website.

4.3.1 Each Councilmember will be given written notice served personally or left at his/her usual place of business and/or residence or by electronic means, including but not limited to e-mail. If this means of contact is not achieved, notice will be provided orally, either in person or by telephone contact.

RULE 5: EMERGENCY CITY COUNCIL MEETINGS

5.1 An emergency meeting (not a special meeting) may be called by the Mayor (or the Vice Mayor in the Mayor's absence) or the City Manager (or designee) as follows:

5.1.1 The notice for an emergency meeting will contain the time, place, and business to be conducted. No business other than that listed on the notice shall be conducted. An agenda may be created but is not required.

5.1.2 Each Councilmember, the City Manager, the City Clerk, the City Attorney, the Punta Gorda Police Department, the Fire Department, and other staff deemed necessary, shall be given the most reasonable notice allowable under the circumstances. Such notice can be provided orally, in person or by telephone contact, or by electronic means, including, but not limited to, e-mail. If this means of contact is not achieved, a copy of the notice may be delivered to the person's residence, place of employment, or other location; whichever site is most likely to ensure the person's receipt of the notice.

5.2 The most reasonable notice allowable under the circumstances of the emergency meeting will be provided to the public.

5.3 Emergency meetings may be scheduled on days or evenings.

5.4 If the need for an emergency meeting is eliminated, the individual who called the meeting is authorized to cancel such meeting. Notice of the cancellation will be posted on the City's website.

5.4.1 Each Councilmember will be given written notice served personally or left at his/her usual place of business and/or residence or by electronic means, including but not limited to e-mail. If this means of contact is not achieved, notice will be provided orally, either in person or by telephone contact.

RULE 6: REORGANIZATION MEETING

6.1 The Reorganization Meeting shall be held at the first City Council meeting following certification of the City General Election results or at the second November meeting of Council in the event no City election is held due to a lack of opposing candidates.

6.2 Outgoing Councilmembers will sit at the dais to be recognized for their service at the beginning of the meeting.

6.3 The term of a Councilmember elected to office will commence upon being sworn in during the Reorganization Meeting, during which the City Clerk will issue the oath of office.

6.4 The City Attorney will preside over election of the Mayor, with the Mayor then presiding over the election of Vice Mayor or requesting the City Attorney do so. The following procedure will be used for the elections:

6.4.1 The City Attorney calls for nominations until no further are made (see Rule 48).

6.4.1.1 If there is more than one nominee, a roll-call vote is conducted for each person nominated. The City Attorney will announce the result of the vote.

6.4.1.2 If there is only one nomination, a motion is made to approve selection of the nominee.

RULE 7: CITY COUNCIL WORKSHOPS

7.1 A workshop to address a specific need or purpose may be called by majority vote at a regular Council meeting and scheduled as needed. Workshops are also public meetings subject to the Sunshine Law and are called as follows:

7.1.1 An agenda outlining the business to be conducted will be available prior to the meeting and will contain the time, place, and business to be conducted. No business other than that listed on the agenda shall be conducted. Special meetings may be held upon at least twenty-four (24) hours' notice.

7.1.2 Each Councilmember will be provided a copy of the agenda via email in advance of the workshop.

7.2 No formal action shall occur at workshops.

RULE 8: PRESIDING OFFICER

8.1 The presiding officer at a meeting is the City Councilmember or board or committee member responsible for enforcing the Rules of Procedure and conducting meetings in a manner which preserves order and decorum, prevents attacks on personalities or the impugning of members' motives, confines debate or comments to the question under discussion, and expedites business in every way compatible with the rights of members.

8.2 The presiding officer conducts the meetings in a fashion that draws a balance between the informality and congeniality possible in a small community while ensuring business is conducted

in an orderly fashion as prescribed in Meeting Procedures (see SECTION III - MEETING PROCEDURES).

8.3 The presiding officer will sign documents approved by the body as necessary.

8.4 In case of the absence or temporary disability of the Mayor/Chair and the Vice Mayor/Vice Chair, an Acting Presiding Officer, elected from members of the Council/board or committee, serves during the continuance of the absences or disabilities.

RULE 9: MAYOR

9.1 The Mayor serves as the presiding officer at meetings of the Council and is recognized as head of the City government for all ceremonial purposes, by the Governor for the purposes of military law, and for service of process on the City (see Rule 16).

9.2 The Council elects a Mayor from among its members annually during the Reorganization Meeting (Rule 6), which shall be held at the first City Council meeting following certification of the City General Election results or at the second November meeting of Council in the event no City election is held due to a lack of opposing candidates.

RULE 10: VICE-MAYOR

10.1 The Vice-Mayor serves as presiding officer during the absence of the Mayor. During the absence of the Mayor, the Vice Mayor shall also be recognized temporarily as head of the City government for ceremonial purposes and for service of process on the City.

10.2 The Council elects a Vice-Mayor from among its members annually during the Reorganization Meeting, which shall be held at the first City Council meeting following certification of the City General Election results or at the second November meeting of Council in the event no City election is held due to a lack of opposing candidates.

RULE 11: REQUIRED ATTENDANCE OF OFFICIALS AND STAFF

11.1 For regular and special meetings of the Council, required attendees are:

11.1.1 The City Manager, City Clerk and City Attorney, or their designees.

11.1.2 A representative of the City of Punta Gorda Police Department will be present to provide security and assistance in maintaining order.

11.1.3 Directors or their designees of the following departments/divisions are typically required to attend: Fire Department, Finance, Utilities, Public Works, Urban Design, Information Technology, Zoning, and Procurement.

11.2 For emergency meetings, required attendees are:

11.2.1 The City Manager, and City Clerk, or their designees.

11.2.2 If necessary, Department directors who are available and able to attend.

11.3 For workshops, required attendees are:

11.3.1 The City Manager, the City Attorney, and City Clerk, or their designees.

11.3.2 Any department directors and staff as directed by the City Manager.

RULE 12: SERGEANT-AT-ARMS

12.1 The City of Punta Gorda Chief of Police, or designee, shall be sergeant-at-arms of the City Council meetings. The Chief of Police shall carry out all legally valid and enforceable orders and instructions given by the presiding officer and City Council for the purpose of maintaining order and decorum at the meeting.

RULE 13: CLERK OF THE CITY COUNCIL/PARLIAMENTARIAN; MINUTES

13.1 The City Attorney, City Clerk, or their designee shall advise the presiding officer as to correct rules of procedure or questions of specific rule application and calls to the attention of the presiding officer any error in the proceedings that may affect the substantive rights of any member.

13.2 The City Clerk or designee shall be responsible for recording correct minutes of all City Council meetings, pre-agenda meetings, and workshops as well as all City board meetings.

13.3 The City Clerk or designee will place the minutes on a future agenda for approval. Such minutes are approved by vote. In the event an error is alleged to be in the minutes, the City Clerk or designee will review the meeting recording and make a correction if needed. Objections to previous meeting minutes will be resolved before the vote for approval.

13.4 A copy of the minutes shall be available for review in the City Clerk's Office and on the City website.

RULE 14: COMMUNICATIONS/PRESS CONFERENCES

14.1 Any and every press conference officially sponsored by the City of Punta Gorda will be open to all media representatives and to the public.

14.2 Press conferences will be conducted in a location that is publicly accessible.

14.3 Press releases are to be issued by the Assistant City Manager or designee.

14.3.1 The Assistant City Manager will provide the Council such releases before they are released to the public.

RULE 15: CITY COUNCIL MAIL

15.1 The City Clerk is responsible for ensuring that mail addressed to the Councilmembers is placed in each Councilmember's mailbox in the designated mail area.

15.2 All mail addressed to the Councilmembers will be opened by the City Clerk or designee, stamped with the date received, and copied for public records review within 24 hours (weekdays) of receipt of the mail. All envelopes will remain attached to the contents and routed to the addressee.

15.3 Items that appear to be personal (such as holiday cards, thank you cards, etc.) will be given to the Councilmember unopened.

15.3.1 If the addressee determines that the mail is a public record, he/she will provide a copy to the City Clerk for records retention purposes.

15.4 Councilmembers who receive individually addressed mail are responsible for replying, asking the City Manager's Office to prepare a response, or requesting that the item be placed on an agenda for discussion/consideration.

15.5 Each Councilmember will be provided with a copy of mail addressed to the Mayor that is of general interest (such as letters from the Property Appraiser). The original with attachments will be provided to the addressee.

15.6 Magazines and other publications and lengthy agenda materials for other boards on which Councilmembers serve will not be copied.

15.7 Anonymous mail will ~~not~~ be routed to the appropriate Councilmember(s) and will be filed away in the appropriate folder. Any suspicious anonymous mail will be directed to the Punta Gorda Police Department for investigation prior to being routed to Council.

RULE 16: SERVICE OF PROCESS

16.1 When a process server needs to arrange service, notify the Mayor by telephone.

16.2 Give the Mayor the process server's telephone number.

16.2.1 The Mayor will determine a mutually acceptable meeting place and time.

16.3 The Mayor will provide the served paperwork to the Legal Department immediately.

16.4 If the Mayor cannot be reached, the Vice Mayor should be contacted and the same procedure followed. If the Vice Mayor cannot be reached, Councilmembers, in order of seniority, should be contacted following the same procedure.

16.5 All Councilmembers will be advised of any legal pleadings and be provided monthly summaries of suits against the City.

RULE 17: ORDINANCES

17.1 Ordinances will be presented for Council to consider enactment of law.

17.2 An ordinance continues in force until repealed, the ordinance is deemed unconstitutional by a court of law, or a moratorium is placed on its enforcement.

17.3 An ordinance will be introduced in writing and scheduled for public hearing after proper notice in accordance with State statutes and any applicable City Code provisions.

17.4 A motion is required to either approve, approve as amended or reject an ordinance.

17.5 An emergency ordinance will contain a declaration defining the emergency that exists in clear and specific terms.

17.5.1 An emergency ordinance requires an affirmative vote of at least two-thirds (2/3) of the City Council for adoption.

RULE 18: RESOLUTIONS

18.1 Resolutions will be presented for Council to consider legislative acts which are a formal statement of policy concerning matters of special or temporary character.

18.2 City Council action shall be taken by resolution when required by law, and in those instances where an expression of policy more formal than a motion is desired.

18.3 All resolutions shall be reduced to writing.

18.4 A resolution may be put to its final passage on the same day on which it was introduced.

RULE 19: MORATORIUM

19.1 A moratorium may be enacted by adoption of an ordinance to temporarily cease enforcement of a section of the Code of Ordinances.

19.2 A moratorium cannot be issued on any section of the Code that would result in a conflict with State law.

19.3 A timeframe shall be established for any moratorium to be discontinued; however, official action may be taken to shorten or discontinue the moratorium prior to the original timeframe.

RULE 20: PROCLAMATIONS

20.1 A proclamation may be issued by City Council to commemorate a specific period (day, week, month), to raise awareness about an issue, or to celebrate milestones.

20.2 Requests may be submitted by a Councilmember, staff, a City resident, or a local group, organization, or business at least 30 days in advance of the desired Council meeting with reading at an event subject to Councilmember availability.

20.2.1 In no event shall requests be submitted after the agenda publication deadline for the desired Council meeting.

20.3 Requests for a proclamation must include:

20.3.1 A draft of the proclamation's wording consisting of at least four but no more than seven "whereas" clauses, which is subject to editing by staff.

20.3.2 Contact information and the name of the person(s) who will accept the proclamation.

20.3.3 Background information on the event or organization.

20.3.4 The day, week, or month to be proclaimed or the event or organization to be recognized.

20.3.5 The desired date for reading at a Council meeting or event.

20.4 Requests for proclamations will be approved by the City Clerk.

20.5 The City Clerk will request volunteers from among the Councilmembers to read proclamations at City Council meetings by sending an email to City Council with a brief description of the proposed proclamation and the date and time of the requested reading. In the absence of another volunteer, the Mayor will read proclamations.

20.5.1 The City Clerk will confirm proclamation reading assignments with Councilmembers at the pre-agenda meeting immediately preceding the proclamation presentation.

20.6 Multiple requests by an organization may not be honored in the same calendar year.

20.7 A recipient or their designee must agree to be present to accept a proclamation at a Council meeting for the proclamation to be scheduled.

20.8 A proclamation recipient does not have exclusive rights to the day, week, or month addressed in the proclamation.

20.9 Proclamations are not automatically renewed; requests must be made on an annual basis.

20.10 Personal proclamations for individuals or businesses will not be accepted.

20.10.1 Individual accomplishments of local significance or milestone celebrations may be recognized with a citation or congratulatory letter.

20.11 The number of proclamations read during the regular meeting may be limited by vote or consensus of City Council.

20.12 Proclamation wording may be edited for content and length by the City Clerk as he/she deems appropriate.

RULE 21: KEY TO THE CITY

21.1 Criteria and procedure for presentation to be determined by Council.

RULE 22: MAYOR'S MEDAL

22.1 Criteria and procedure for presentation to be determined by Council.

RULE 23: CITY COUNCIL APPOINTMENTS TO SERVICE BOARDS AND COMMITTEES

23.1 Appointments are reviewed and made to various service boards and committees each year as soon after the City Election as practicable.

23.2 A listing of appointments will be disseminated to the City Council in advance of the appropriate meeting so that members can determine their interest in serving on various boards/committees.

23.3 If there is no nominee or volunteer for a vacancy, the presiding officer will appoint a Councilmember to serve.

RULE 24: REQUESTS FOR INFORMATION

24.1 Councilmembers may request information and records related to topics under consideration by City Council through the City Manager.

24.1.1 Any information or records provided will be shared with all Councilmembers to ensure everyone is equally informed on the topic.

24.2 Requests for records unrelated to topics under consideration by City Council must be submitted as public records requests and are subject to the applicable fee schedule.

SECTION II – AGENDAS

Reasonable public notice is required for all meetings subject to the Sunshine Law. The Sunshine Law does not define the term "reasonable notice". An agency must give notice at such time and in such a manner as to enable the media and the public to attend the meeting.

RULE 25: PREPARATION OF AGENDA

25.1 The City Manager is responsible for the preparation and distribution of the agenda.

25.2 The City's Granicus software must be used by all City departments to create City Council and City board agendas and agenda items according to the rules and deadlines established by the City Manager's Office.

25.3 All supporting documentation must be provided to the City Manager by the day prior to the City Council meeting preceding the next agenda's issuance or the item(s) may not be included on the agenda.

25.4 Agenda items requiring direction from City Council shall include a request for specific direction from staff.

25.5 Originals of all items requiring the Mayor's or City Manager's signature as a result of action taken at a Council meeting must be provided to the City Clerk by 3:30 p.m. on the Monday prior to the City Council meeting.

25.6 City Councilmembers shall have the opportunity to attend a pre-agenda meeting with the City Manager and relevant staff in order to ask questions regarding regular City Council meeting agenda items.

25.7 Agendas are posted on the City's website.

25.7.1 The agenda for the next regular meeting will be posted following the conclusion of the preceding regular meeting.

25.7.2 The agenda for a special meeting must be posted at least 24 hours in advance of the meeting.

25.7.3 An agenda is not required for an emergency meeting; however, if an agenda is to be published, it shall be posted immediately after creation.

RULE 26: CITIZEN-INITIATED ITEMS

26.1 A citizen may request an item be placed as a presentation on the agenda.

26.2 Citizens who wish to place an item on the agenda should submit a written request, with any backup material that is to be used during the presentation, and a statement of the general nature of the matter to the City Manager before the agenda packet deadline (currently the Wednesday following the previous City Council Meeting).

26.3 The City Manager will inform City Council of the request for the agenda item under the Reports from City Officers section of the subsequent City Council meeting.

26.3.1 If consensus of Council is to discuss the matter further, an item will be placed on a subsequent meeting's agenda under the Regular Agenda section.

RULE 27: COUNCIL-REQUESTED ITEMS

27.1 The Mayor and any Councilmember may request an item be placed on a future meeting's Regular Agenda by raising the topic during the Councilmember Comments section of the meeting.

27.1.1 Approval to place the item on a future agenda may be granted in the form of a consensus of Council or by a majority vote.

27.2 The Mayor or Councilmember requesting the item must provide the City Manager with a statement of the general nature of the matter to be discussed/presented along with any backup material to be presented no later than the Wednesday prior to the City Council meeting when the item will appear.

27.2.1 Staff may provide additional backup material as deemed necessary by the City Council or the City Manager.

RULE 28: AGENDA MATERIAL

28.1 The record copy of the agenda packet will be permanently maintained in digital format by the City Clerk's Office.

28.2 One copy of any material provided by applicants or members of the public during the meeting must be provided to the City Clerk for inclusion in the record copy of the agenda packet.

28.2.1 Councilmembers should confirm the City Clerk has a record copy of all such items prior to disposition of duplicate copies.

SECTION III - MEETING PROCEDURES

RULE 29: DAIS SEATING ARRANGEMENT

29.1 The Mayor will be seated in the center of the dais.

29.2 The City Attorney will be seated to the left of the Mayor.

29.3 The City Manager will be seated to the right of the Mayor.

RULE 30: RULES OF ORDER

30.1 Robert's Rules of Order, newly revised, while not officially adopted by the City of Punta Gorda, may be used as a guide in conducting meetings so long as they do not conflict with ordinances, resolutions and statutes, these Rules of Procedure, or the City Charter.

RULE 31: QUORUM

31.1 A quorum for the transaction of business by the City Council consists of a minimum of three (3) Councilmembers.

31.2 A quorum is required to begin the meeting and must be maintained throughout the meeting's entirety.

31.2.1 If a quorum cannot be maintained, City Council may recess until a quorum can be reestablished or adjourn the meeting.

RULE 32: VOTING

32.1 Voting shall be by voice and the results shall be declared by the presiding officer and recorded in the minutes.

32.1.1 If any Councilmember declines to vote "aye" or "nay" by voice, their vote shall be counted as an "aye" vote.

32.1.2 A roll call vote or show of hands may be taken if clarification of the vote is required.

32.2 Every Councilmember, including the Mayor, who was in the Council Chambers at the time a vote was called for must vote unless one of the following applies:

32.2.1 The member has publicly stated that he/she is abstaining from voting due to a conflict of interest, pursuant to Section 112.3143.

32.2.2 The member has expressed bias or prejudice in a quasi-judicial proceeding.

32.2.2.1 A member who has expressed bias prior to a quasi-judicial proceeding should also refrain from engaging in discussions of the body prior to the vote.

32.2.3 The member desires to abstain to alleviate the perception of bias or prejudice.

32.3 For votes on quasi-judicial applications, any Councilmembers/board members voting against an application must state the criteria they feel the application does not meet and a brief explanation of the application's failure to meet the criteria.

32.4 The passage of any motion, policy or resolution shall require the affirmative vote of at least a majority of the membership of the City Council who are present and eligible to vote. In case of a

tie vote on any proposal, further discussion should take place prior to the offering of another motion.

32.5 Any Councilmember shall have the right to express dissent from a matter which has been voted upon and to have the reason therefore entered in the minutes.

RULE 33: VOTING CONFLICTS AS SPECIFIED IN SECTION 112.3143, FLORIDA STATUTES

33.1 The Mayor and Councilmembers will abstain from voting in situations where they have a conflict of interest and will abide by the following procedures.

33.1.1 Upon the opening of an item wherein the Mayor or a Councilmember will abstain from voting on a matter pursuant to Section 112.3143, Florida Statutes, the member shall announce the nature of their interest in the measure and then leave the dais until the action is completed.

33.1.2 Within fifteen (15) days following the meeting where the abstention occurred, the member who abstained must file with the City Clerk a Form 8B which describes the nature of her/his interest in the matter. Form 8B shall be received by the Clerk and incorporated into the minutes of the meeting.

33.2 Chairs and board members will abstain from voting in situations where they have a conflict of interest and will abide by the following procedures.

33.2.1 Upon the opening of an item wherein the Mayor or a Councilmember will abstain from voting on a matter pursuant to Section 112.3143, Florida Statutes, the member shall announce the nature of their interest in the measure and then leave the dais until the action is completed.

33.2.2 Within fifteen (15) days following the meeting where the abstention occurred, the member who abstained must file with the City Clerk a Form 8B which describes the nature of her/his interest in the matter. Form 8B shall be received by the Clerk and incorporated into the minutes of the meeting

33.2.3 The member who abstained must read the completed Form 8B at the next meeting after the form is filed.

RULE 34: RULES OF DISCUSSION

34.1 Any Councilmember desiring to speak will seek the floor by addressing the presiding officer by title and/or raising a hand.

34.2 Upon recognition by the presiding officer, the Councilmember should be confined to the current agenda item.

34.3 A Councilmember, once recognized, should not be interrupted when speaking unless to call said member to order. The member should then cease speaking until the question of order is determined, without debate, by the presiding officer. If in order, said Councilmember will be at liberty to proceed.

34.4 All questions and comments from fellow members, staff, applicants, and the public should be directed to the presiding officer.

34.5 The Councilmember making a motion should be entitled to the floor first for any debate.

34.6 The presiding officer will preserve order and call to order any member who violates any of these procedures and, when presiding, decide questions of order, subject to a majority vote on a motion to appeal.

34.7 If the Mayor wishes to put forth or second a motion, she/he will relinquish the position of presiding officer per Rule 50 until the main motion has been disposed of.

34.8 A motion may be made to limit or extend debate.

34.8.1 This may involve addressing the amount of time a member may speak, the number of times a member may speak, or the overall amount of time allotted for the discussion.

34.8.2 A 2/3 majority vote is required for limiting or extending debate.

RULE 35: ORDER OF BUSINESS OF MEETING

35.1 The business of all meetings with agendas held by the City Council and its boards should be transacted in the order of the published agenda.

35.1.1 The presiding officer may rearrange items on the agenda with approval from members in the form of a simple majority vote or consensus.

35.2 The presiding officer is responsible for calling the meeting to order and introducing each section and item on the agenda.

35.2.1 The presiding officer may ask a staff member to introduce items.

RULE 36: INVOCATION

36.1 Invocation will be provided at regular meetings of the City Council by the City's Fire Department Chaplain or the Police Department Chaplain, depending upon their availability.

RULE 37: AGENDA APPROVAL

37.1 The published agenda may be amended through the addition or deletion of items.

37.2 Council will formally adopt the agenda as published or as amended by simple majority vote during the Agenda Approval section of the meeting.

RULE 38: ACTION ON ITEMS NOT INCLUDED ON AGENDA

38.1 No action shall be taken on any item not included on the agenda with the following exceptions:

38.1.1 The item is deemed an emergency matter.

38.1.2 The item is related to an agenda item and should properly be considered at the same time.

38.1.3 An item meeting the criteria of either may be added to the agenda after approval by a majority plus one of a quorum of the Council.

RULE 39: PUBLIC INPUT

39.1 The presiding officer at each meeting will ensure that the public is given a reasonable opportunity to be heard as provided for under Florida Statute 286.0114; this opportunity does not apply to:

39.1.1 An official act that must be taken to deal with an emergency affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the City Council to act;

39.1.2 An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;

39.1.3 A meeting that is exempt from the Sunshine Law; or

39.1.4 A meeting during which the meeting body is only acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

39.2 The presiding officer shall review the City's public input procedures prior to public input periods as needed, particularly in instances of controversial items on an agenda.

39.3 Persons shall speak only when recognized by the presiding officer and will abide by the following:

39.3.1 Speakers will refrain from engaging in personal attacks.

39.3.2 Speakers will audibly state their names for the record.

39.3.3 Each speaker is allotted one three-minute period during public input unless additional time is provided for by law, regulation, or at the presiding officer's discretion.

39.3.4 Time may not be donated from one speaker to another.

39.3.5 There is no requirement to respond to questions during public input periods and doing so is discouraged as it is difficult to express the body's and/or City's position accurately under such circumstances, and exchanges can become lengthy or heated.

39.3.5.1 The City Council may assign an issue brought up by a citizen to a committee, refer it to the City Manager/Clerk for review and comment, or request an item related to the matter for discussion on a future agenda.

39.3.5.2 A board may consent to the Chair reporting a citizen's issue to the City Manager.

39.4 Groups or factions supporting or opposing a proposition may be required to address the City Council or advisory board, rather than all members of such groups or factions, at meetings in which a large number of individuals wish to be heard. Presentations shall be limited to 20 minutes; however, additional time may be granted at the discretion of the presiding officer.

39.5 Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous or uses offensive language may be requested to leave the meeting and may be barred from further presentation before the Council at that meeting by the presiding officer.

39.5.1 Any person who willfully interrupts or disturbs any assembly of people meeting for any lawful purpose shall be guilty of a misdemeanor of the second degree and may be arrested by police officers present pursuant to Florida Statute 817.01.

39.6 No action will be taken on items brought up during the public input portion of a meeting unless the topic appears on or is added to the agenda as an emergency item by vote.

RULE 40: PRESENTATIONS

40.1 Presentations scheduled under the Proclamations/Presentations section of the agenda are limited to a maximum of 15 minutes.

40.2 The City Council shall not take final action at the same meeting on items addressed under this section; however, the City Council may take final action if the Council suspends this Rule of Procedure by motion.

RULE 41: PUBLIC HEARINGS

41.1 The Public Hearing Agenda consists of legislative and quasi-judicial public hearing items that have been properly advertised and have not yet had the required number of public hearings prior to approval.

41.2 Public hearings must be conducted in accordance with proper procedure to ensure due process.

41.3 An ordinance requiring only one public hearing will appear on the subsequent meeting's agenda, unless otherwise continued, under the Ordinances/Resolutions section.

41.4 Legislative public hearings are conducted in the following manner:

41.4.1 The City Attorney/staff reads the item by title.

41.4.2 Staff provides a presentation up to a maximum of 30 minutes, and Councilmembers ask any questions they have of staff.

41.4.3 The applicant, if applicable, provides a presentation up to a maximum of 30 minutes, and Councilmembers ask any questions they have of the applicant.

41.4.4 The presiding officer opens the floor for public comment, reviewing the public comment procedure as necessary.

41.4.4.1 The presiding officer continues to call for public comment at least three times and until no further individuals come forward.

41.4.5 The public hearing is closed by motion after public comment.

41.4.5.1 The public hearing must be reopened by motion to ask questions of or receive further testimony from staff, any applicant, any intervenors, or the public, after which the public hearing must again be closed by motion.

41.4.6 The presiding officer opens the floor for discussion among Councilmembers.

41.4.7 Once discussion concludes, the presiding officer calls for a motion if no Councilmembers offer one, followed by a vote.

41.4.7.1 An alternate motion will be required from the prevailing side if the initial motion fails.

41.5 Quasi-judicial public hearings are conducted in accordance with the City's adopted Quasi-judicial Hearing Procedures and Rules for Ex Parte Communications (see Appendix A).

RULE 42: CONSENT AGENDA ITEMS

42.1 Items may be placed on the Consent Agenda if they are routine in nature and not expected to require City Council discussion.

42.2 Items may be pulled from the Consent Agenda by the Mayor or any Councilmember.

42.2.1 Pulling an item from the Consent Agenda does not require a vote.

42.3 The Consent Agenda is handled as follows:

42.3.1 The Mayor will inquire whether any Councilmember desires to pull an item from the Consent Agenda for discussion.

42.3.1.1 If no items are pulled, the Mayor will call for a motion to approve the Consent Agenda.

42.3.1.2 If one or more items are pulled, the Mayor will call for a motion to approve the remainder of the Consent Agenda, and then will proceed through each item pulled for discussion and action.

RULE 43: DISCUSSION ITEMS

43.1 Items may be placed on the Regular Agenda if they need action following discussion or if open-ended discussion is required.

43.1.1 Staff will indicate if action is required for an item and whether consensus is sufficient or a motion is required.

RULE 44: COUNCIL/BOARD MEMBER COMMENTS

44.1 Each Councilmember/board member will provide a report on service board assignments and/or assigned projects and may make announcements or make comments on any items of concern.

RULE 45: ADJOURNMENT; RECESS

45.1 The presiding officer will close the meeting by rapping the gavel and announcing the meeting is adjourned upon conclusion of the agenda's business.

45.2 Meetings may also be recessed or adjourned with a rap of the gavel if order cannot be maintained following attempts by the presiding officer to reestablish order.

RULE 46: MEETING BREAKS

46.1 The presiding officer shall call a meeting break as needed or as requested by members of the meeting body.

RULE 47: ELECTION OF OFFICERS

47.1 Nominations may be taken once the individual conducting the election announces the floor is open for nominations and calls for same if none are immediately offered.

47.2 Recognition by the chair isn't required to make a nomination.

47.3 Nominations do not require a second.

47.4 A member may nominate himself or herself.

47.5 After each nomination, the name is repeated to the assembly with a request for any further nominations.

47.6 A member may decline the nomination during the nominating process.

47.7 A motion to close nominations is not necessary if no further nominations are offered after three calls. In such a case, the person conducting the election can announce nominations are closed.

47.7.1 If only one nomination is made, that individual is elected to office by acclamation.

47.7.2 If more than one nomination is made, votes are taken by a show of hands with the individual receiving a majority of votes being elected to office.

47.8 The individual conducting the election should announce the result of the vote.

RULE 48: CITY COUNCIL AS SPECIAL ASSESSMENT DISTRICTS

48.1 City Council serves as a number of special assessment districts and must convene as the special assessment district from time to time.

48.2 During the budget hearing process, City Council will adjourn prior to reconvening and adjourning as established special assessment districts (e.g., the Burnt Store Isles Canal Maintenance Assessment District) to adopt resolutions establishing rates for the City's various assessments. This process will be handled as follows:

48.2.1 Upon conclusion of City Council's budget items, the presiding officer will rap the gavel and announce City Council is recessing and reconvening as the special assessment district for which the next section of the agenda is titled.

48.2.2 Upon conclusion of first special assessment district's business, the presiding officer shall rap the gavel and announce that meeting adjourned and reconvene as the next special assessment district listed on the agenda.

48.2.3 This pattern continues until the final special assessment district is reached. Once that body concludes its business, the presiding officer raps the gavel and reconvenes the City Council meeting.

48.2.4 The presiding officer will confirm there is no further business, rap the gavel, and announce the meeting is adjourned.

RULE 49: MOTIONS

49.1 A motion is made to take specific action on behalf of the City.

49.2 A motion requires a second prior to discussion.

49.2.1 Without a second, the motion fails.

49.3 Motions may be amended to insert, delete, or replace language.

49.3.1 Only two amendments may be offered at a time.

49.3.1.1 The second amendment offered requires action prior to acting on the first amendment offered.

49.3.1.2 The second amendment, if approved, should then be incorporated into the first amendment.

49.3.2 An amendment must be approved by vote prior to incorporation into the main motion.

49.4 The motion on the floor will be restated prior to calling for a vote.

49.5 Both an aye vote and a nay vote will be called for clarity of the record.

49.6 A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not required by law.

49.7 If the presiding officer wishes to make a motion, the gavel must be relinquished in the following order:

49.7.1 Vice Mayor/Vice Chair;

49.7.2 Other City Councilmembers/board or committee member based upon seniority of tenure.

RULE 50: RECONSIDERATION

50.1 A motion to reconsider will be allowed at any time during a meeting except when a motion on some other subject is pending.

50.2 No motion to reconsider will be made more than once on any subject at the same meeting. A motion to reconsider may be made:

50.2.1 At the same meeting during which an action was taken, provided that the motion to reconsider is made by a member of the prevailing side on the original motion.

50.2.2 At a subsequent meeting by any Councilmember.

50.3 Upon passage of a motion to reconsider, no substantive action on the matter may be taken at that meeting so that the public may be noticed of the matter to be reconsidered. The subject matter shall be scheduled for a future regular Council meeting for any action the City Council deems advisable.

RULE 51: RESCINDING ACTION PREVIOUSLY TAKEN

51.1 A motion to rescind may be made by any Councilmember after a motion to reconsider has been adopted by a majority vote.

51.2 City Council action may be rescinded by a four-fifths vote.

SECTION IV – BOARDS AND COMMITTEES

RULE 52: ESTABLISHMENT OF BOARDS/COMMITTEES

52.1 Citizen advisory boards and committees may be created and dissolved by resolution, ordinance or other act adopted by the City Council.

52.2 Each board and committee will have bylaws, an ordinance, or both to govern terms and conditions of appointment, officers and their functions, duties, meetings, voting requirements, and conflicts of interest.

RULE 53: APPOINTMENTS

53.1 The City Council may make exceptions to the following procedures on a case-by-case basis when necessary to preserve the stability of a board or committee or for such other circumstances as the Council deems warranted.

53.2 All members shall serve at the pleasure of the Council.

53.3 Committee members are appointed via the following process:

53.3.1 Candidates for City advisory boards or committees will complete the City's online board application form.

53.3.2 Vacancies are announced at Council meetings for advertisement.

53.3.2.1 The vacancy will continue to be announced until at least one application has been received.

53.3.3 The vacancy will be brought forward for nomination of any interested individuals at the next Council meeting after the vacancy has been announced, so long as there is at least one applicant.

53.3.3.1 Once nominations are made, no further applications for a vacancy will be accepted.

53.3.3.2 If there is only one nominee for a seat, Council may nominate and appoint the individual by motion if desired.

53.3.4 The vacancy will be brought forward for appointment by vote after nomination of interested parties.

53.3.4.1 If there are more nominees than vacancies for a board, vote will be by written ballot during a regular City Council meeting.

53.3.4.2 If the number of nominees is equal to the number of vacancies, appointments will be made by majority vote in a motion.

53.4 Employees shall not serve on citizen advisory boards/committees except for the Development Review Committee, Police Officers', Firefighters', and General Employees' Pension Boards.

RULE 54: REMOVAL FROM BOARD

54.1 Appointees deemed to be in chronic violation of any City rule, regulation, or policy may be removed from membership on citizen advisory boards or committees per the following procedure.

54.1.1 Any Councilmember may request a City Council agenda item to discuss the removal of a board member.

54.1.2 The City Clerk's Office will inform the board member of the meeting date of the discussion so that the member may be present to answer any questions.

54.1.3 Following discussion of the matter at a Council meeting, a board member may be removed by the affirmative vote of simple majority of Council.

RULE 55: OFFICERS

55.1 The boards of City Council will have a Chair who serves as the presiding officer and a Vice Chair who serves as presiding officer in the Chair's absence.

55.2 The City's boards elect a Chair and a Vice Chair from among their members annually in February and as necessitated by resignations.

55.2.1 The Board Recorder will preside over elections of the Chair according to the following procedure established in Rule 48.

55.2.2 The Chair may preside over elections for Vice Chair, which are conducted in the same manner as elections for Chair, or the Chair may request the Board Recorder conduct the election.

55.3 The City Clerk's Office will provide a Board Recorder for City Council's boards and committees.

55.3.1 The Board Recorder will attend all meetings and take minutes of each meeting.

55.3.2 Minutes will be included in the agenda material for approval at the next regular meeting of the board or as soon thereafter as possible.

RULE 56: MEETINGS

56.1 The meeting procedures established in Section III of the Rules of Procedure apply to all boards and committees established by City Council, except for the following rules:

56.1.1 Rule 36: Invocation.

56.1.2 Rule 37: Agenda Approval.

56.1.3 Rule 43: Consent Agenda Items.

56.1.4 Rule 49: City Council as Special Assessment Districts.

56.2 For application of the Rules of Procedure in Section III, the Chair and Vice Chair are equivalent to the Mayor and Vice Mayor and other board members are equivalent to Councilmembers.

56.3 Citizen advisory boards and committees created by or in response to federal or state statutory requirements shall conduct business consistent with these Rules of Procedure unless otherwise provided for by such federal or state statutory requirements.

56.4 Citizen advisory boards and committees are required to adhere to their respective bylaws, the City's Board Member Handbook, Council's Rules of Procedure, Council's Rules of Conduct, and any legal counsel provided by the City.

APPENDIX A
Quasi-judicial Hearing Procedures and Rules For Ex Parte Communications

(ADOPTED BY RESOLUTION #3673-2022)

I. INTRODUCTION

The City Council, its Boards, Committees and Commissions make two types of decisions, "legislative" and "quasi-judicial". Legislative decisions involve policy formulation and are made in the sound discretion of the policy-maker. Quasi-judicial decisions, on the other hand, must be based upon the application of reliable facts to pre-established criteria. When making a quasi-judicial decision, the City Council, its Boards, Committees and Commissions act like the judge of a trial where fairness, impartiality, and due process are afforded to all parties. Quasi-judicial decisions are to be made following hearings where evidence and testimony is presented. Quasi-judicial decisions must be based solely upon the evidence and testimony presented at such hearings and in consideration of the pre-established criteria.

II. SCOPE AND APPLICABILITY

These procedures shall apply to all quasi-judicial hearings held by the City Council or by any Board, Committee or Commission (hereinafter "Board") which hold quasi-judicial hearings. If asked, the City Attorney shall advise the Board which matters are quasi-judicial in nature and shall advise the City Clerk or Board secretary to designate specially such matters on the agenda. As used in this document, the term "Application" shall include appeals, and the term "Applicant" shall include any person initiating an appeal of Board action. The term "Party" shall include City Staff; the Applicant, and any Intervenor. The terms "Applicant", "City Staff', and "Intervenor" shall include any representative thereof.

III. PROCEEDINGS

Mayor, Vice Mayor, Chairman or other presiding officer (hereinafter "Presiding Officer") shall conduct the proceedings and maintain order. The City Attorney or Board Attorney shall represent the City Council or Boards, offer advice on rulings pertaining to all evidentiary and procedural issues and objections, and advise the City Council or Boards as to the applicable law and necessary factual findings. Hearings shall be conducted informally, but with decorum. Formal rules of procedure shall not apply except as set forth herein; however, fundamental due process shall be accorded.

IV. UNAUTHORIZED COMMUNICATIONS

In all quasi-judicial hearings, all rulings must be based only upon competent, substantial evidence presented at the hearing. Competent, substantial evidence is defined as relevant and material evidence that a reasonable mind would accept as adequate to support the conclusions reached. In accordance with Section 286.0115(1), Florida Statutes, ex parte communications, i.e., verbal or written communications made outside of the hearing, received by City Council or Board members in quasi-judicial matters is permissible, but may not form the basis of any decisions. The adherence to the following procedures shall remove the presumption of prejudice arising from ex parte communications with City Council or Board members:

1. The substance of any ex parte communication with a City Council or Board member which relates to a quasi-judicial action pending before the Council or Board is not presumed prejudicial to the action ***IF*** the subject of the communication ***AND*** the identity of the person, group, or entity with whom the communication took place is disclosed and made a part of the record ***BEFORE*** the final action on the matter.

2. A City Council or Board member may read a written communication from any person. However, a written communication that relates to a quasi-judicial action pending before the Council or Board shall not be presumed prejudicial to the action, and such written communication shall be made a part of the record before final action on the matter. Such written communication, however, is considered to be hearsay and may not be the basis of any decision.

3. City Council or Board members may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before them. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit, or expert opinion is made a part of the record before final action on the matter. The expert opinion, however, may not form the basis of any decision unless the expert attends the public hearing and is available for cross-examination by all interested parties.

4. Disclosure made pursuant to subparagraphs 1, 2 and 3 must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex parte communication are given a reasonable opportunity to refute or respond to the communication.

5. Pursuant to the provisions of Section 286.0115(1)(c), Florida Statues, in a quasi-judicial proceeding on land use matters conducted pursuant to Chapter 26, Punta Gorda Code, no person shall be precluded from communicating directly with a member of the decision making body by application of ex parte communication prohibitions. Disclosure of such communications by a member of the decision making body **is not required**, and such nondisclosure shall not be presumed prejudicial to the decision of the decision making body.

V. WITNESSES AND SUPPORTING MATERIALS

1. City Staff shall prepare a report, recommendation and supporting materials, a copy of which shall be available to the Applicant and to the public at the City Clerk's Office. Included in the supporting materials will be copies of all exhibits and documents upon which City Staff's recommendation is based.

2. The Applicant shall submit a detailed outline of the argument in support of its application, copies of all exhibits which will be presented at hearing and the names of all witnesses who will be called to testify in support of the application (including resumes for any witness the party intends to qualify as an expert).

VI. PARTY INTERVENORS

The Presiding Officer may allow a person to intervene as a Party Intervenor if they meet the following requirements:

1. The person must have an interest in the application, which is different than the public at large.

2. At least seven (7) business days prior to the hearing, the person shall submit a written request to intervene including: a detailed outline of their interest in the application and argument in favor or against it, copies of all exhibits which will be presented at the hearing and the names and addresses of all witnesses who will be called to testify on their behalf (including resumes for any witness the person intends to qualify as an expert).

VII. CONDUCT OF HEARING

1. The Presiding Officer shall call the proceeding to order and announce that the hearing has begun. The Presiding Officer may extend any of the following time limits should the Presiding Officer determine that such extension is necessary to afford a fair presentation of the case.

2. The City Clerk or staff liaison shall swear in all witnesses who are to testify at the hearing.

3. The order of proof shall be as follows:

   a. City Staff shall briefly describe the Applicant's request, introduce and review all relevant exhibits and evidence, report City Staff's recommendation, and present any testimony in support of City Staff's recommendation. City Staff shall have a maximum of 30 minutes to make their full presentation, including opening statement and all direct presentation by witnesses, but excluding any cross-examination or questions from the City Council or a Board member.

   b. The Applicant shall present evidence and testimony in support of the application. The Applicant shall have a maximum of 30 minutes to make its full presentation, including opening statement and all direct presentation by witnesses, but excluding any cross-examination or questions from the City Council or a Board member.

   c. Any Party Intervenor shall present evidence and testimony in support of or opposed to the application. A Party Intervenor shall have a maximum of 30 minutes to make his/her full presentation, including opening statement and all direct presentation by witnesses, but excluding any cross-examination or questions from the City Council or a Board Member.

   d. Any other persons present who wish to submit relevant information to the City Council or Board shall speak next for a maximum of three minutes each (excluding any cross-examination or questions from the Council or a Board member). All such persons shall be sworn and shall be subject to cross-examination by any party.

4. The Presiding Officer shall call three (3) times for public comment.

5. The City Council or Board shall enter a motion to close the public hearing.

6. The City Attorney or legal advisor will advise the City Council or Board as to the applicable law and the factual findings that must be made to approve or deny the application.

7. The City Council or Board will conduct open deliberation of the application. The Presiding Officer shall have the discretion to reopen the proceeding for additional testimony or argument by the parties when an outcome substantially different than either the granting or denial of the application is being considered. After deliberations, a vote shall be taken to approve, approve with conditions or deny the application.

VIII. EXAMINATION BY CITY COUNCIL; AND CITY ATTORNEY OR LEGAL ADVISOR

City Council members, Board members, City Attorney or legal advisor may ask questions of persons presenting testimony or evidence at any time during the proceedings until commencement of deliberation.

IX. CROSS-EXAMINATION OF WITNESSES

After each witness testifies, City Staff, the Applicant and the Party Intervenor shall be permitted to cross-examination each witness. Members of the public will not be permitted to cross-examine witnesses. Cross-examination shall be permitted only as would be permitted in a Florida court of law.

X. RULES OF EVIDENCE

1. All evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible, whether or not such evidence would be admissible in a court of law in Florida. Irrelevant, immaterial, harassing, defamatory or unduly repetitive evidence shall be excluded.

2. Hearsay evidence may be used for the purposes of supplementing or explaining other evidence, but it shall not be sufficient by itself to support a finding unless it would be admissible over objection in a civil action.

3. Documentary evidence may be presented in the form of a copy or the original. Upon request, parties shall be given an opportunity to compare the copy with the original.

4. Not all admissible evidence may be the basis of a finding by the Board. Only competent, substantial evidence may be the basis of findings. As noted above, competent, substantial evidence is defined as relevant and material evidence that a reasonable mind would accept as adequate to support the conclusions reached.

XI. STATEMENTS OF COUNSEL

Statements of counsel, or any non-attorney representative, shall only be considered as argument and not testimony unless counsel or the representative is sworn in and the testimony if based on actual personal knowledge of the matters which are the subject of the statements.

XII. CONTINUANCES AND DEFERRALS

The City Council or Board shall consider requests for continuances made by City Staff; the Applicant, or a Party Intervenor and may grant continuances in its sole discretion. If, in the opinion of the City Council or Board, any testimony or documentary evidence or information presented at the hearing justifies allowing additional research or review in order to properly determine the issue presented, then the City Council or Board may continue the matter to a time certain to allow for such research or review.

XIII. TRANSCRIPTION OF HEARING

1. The City Clerk or staff liaison shall preserve the official proceeding of the hearing through tape recording and/or video recording and summary minutes.

2. The Applicant or Party Intervenor may arrange, at its own expense, for a court reporter to transcribe the hearing and the transcription shall become the official transcript.

XIV. MAINTENANCE OF EVIDENCE AND OTHER DOCUMENTS

The Office of the City Clerk or staff liaison shall retain all of the evidence and documents presented at the hearing.

XV. FALSE TESTIMONY

Any willful false swearing on the part of any witness or person giving evidence before the Council or Board as to any material fact in the proceedings shall be deemed to be perjury and shall be punished in the manner prescribed by law for such offense.

XVI. FAILURE OF APPLICANT TO APPEAR

If the Applicant or Party Intervenor fail to appear at the time fixed for the hearing, and such absence is not excused by the Council or Board, the Council or Board may proceed to hear the evidence and render a decision thereon *in absentia*.

Rules of Procedure Draft

Rules 21 through 30

Punta Gorda

Rule 21: Key to the City

21.1: Criteria and procedure for presentation to be determined by Council.

Punta Gorda

Rule 22: Mayor's Medal

22.1: Criteria and procedure for presentation to be determined by Council.

Punta Gorda

Rule 23: City Council Appointments to Service Boards and Committees

23.1: Appointments are reviewed and made to various service boards and committees each year as soon after the City Election as practicable.

23.2: A listing of appointments will be disseminated to the City Council in advance of the appropriate meeting so that members can determine their interest in serving on various boards/committees.

23.3: If there is no nominee or volunteer for a vacancy, the presiding officer will appoint a Councilmember to serve.

Punta Gorda

Rule 24: Requests for Information

24.1: Councilmembers may request information and records related to topics under consideration by City Council through the City Manager.

> **24.1.1:** Any information or records provided will be shared with all Councilmembers to ensure everyone is equally informed on the topic.

24.2: Requests for records unrelated to topics under consideration by City Council must be submitted as public records requests and are subject to the applicable fee schedule.

Punta Gorda

Rule 25: Preparation of Agenda

25.1: The City Manager is responsible for the preparation and distribution of the agenda.

25.2: The City's Granicus software must be used by all City departments to create City Council and City board agendas and agenda items according to the rules and deadlines established by the City Manager's Office.

25.3: All supporting documentation must be provided to the City Manager by the day prior to the City Council meeting preceding the next agenda's issuance or the item(s) may not be included on the agenda.

25.4: Agenda items requiring direction from City Council shall include a request for specific direction from staff.

Punta Gorda

Rule 25: Preparation of Agenda

25.5: Originals of all items requiring the Mayor's or City Manager's signature as a result of action taken at a Council meeting must be provided to the City Clerk by 3:30 p.m. on the Monday prior to the City Council meeting.

25.6: City Councilmembers shall have the opportunity to attend a pre-agenda meeting with the City Manager and relevant staff in order to ask questions regarding regular City Council meeting agenda items.

Punta Gorda

Rule 25: Preparation of Agenda

25.7: Agendas are posted on the City's website.

25.7.1: The agenda for the next regular meeting will be posted following the conclusion of the preceding regular meeting.

25.7.2: The agenda for a special meeting must be posted at least 24 hours in advance of the meeting.

25.7.3: An agenda is not required for an emergency meeting; however, if an agenda is to be published, it shall be posted immediately after creation.

Punta Gorda

Rule 26: Citizen-initiated Items

26.1: A citizen may request an item be placed as a presentation on the agenda.

26.2: Citizens who wish to place an item on the agenda should submit a written request, with any backup material that is to be used during the presentation, and a statement of the general nature of the matter to the City Manager before the agenda packet deadline (currently the Wednesday following the previous City Council Meeting).

Punta Gorda

Rule 26: Citizen-initiated Items

26.3: The City Manager will inform City Council of the request for the agenda item under the Reports from City Officers section of the subsequent City Council meeting.

26.3.1: If consensus of Council is to discuss the matter further, an item will be placed on a subsequent meeting's agenda under the Regular Agenda section.

Punta Gorda

Rule 27: Council-requested Items

27.1: The Mayor and any Councilmember may request an item be placed on a future meeting's Regular Agenda by raising the topic during the Councilmember Comments section of the meeting.

27.1.1: Approval to place the item on a future agenda may be granted in the form of a consensus of Council or by a majority vote.

Punta Gorda

Rule 27: Council-requested Items

27.2: The Mayor or Councilmember requesting the item must provide the City Manager with a statement of the general nature of the matter to be discussed/presented along with any backup material to be presented no later than the Wednesday prior to the City Council meeting when the item will appear.

27.2.1: Staff may provide additional backup material as deemed necessary by the City Council or the City Manager.

Punta Gorda

Rule 28: Agenda Material

28.1: The record copy of the agenda packet will be permanently maintained in digital format by the City Clerk's Office.

28.2: One copy of any material provided by applicants or members of the public during the meeting must be provided to the City Clerk for inclusion in the record copy of the agenda packet.

> **28.2.1:** The Assistant City Manager will provide the Council such releases before they are released to the public.

Punta Gorda

Rule 29: Dais Seating Arrangement

29.1: The Mayor will be seated in the center of the dais.

29.2: The City Attorney will be seated to the left of the Mayor.

29.3: The City Manager will be seated to the right of the Mayor.

Punta Gorda

Rule 30: Rules of Order

30.1: Robert's Rules of Order, newly revised, while not officially adopted by the City of Punta Gorda, may be used as a guide in conducting meetings so long as they do not conflict with ordinances, resolutions and statutes, these Rules of Procedure, or the City Charter.

Punta Gorda

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 2/2025

REGULAR AGENDA

Title:

Award of Amendment to Carollo Engineers, Inc., of Sarasota, FL, to provide professional services to review and update the City's Chapter 17 Utility Ordinance.

Funds:

Recommended Action:

Staff recommends award of the Amendment to Carollo Engineers Inc. of Sarasota, FL.

Summary:

On November 20, 2019, the City Council awarded a Master Agreement to provide Engineering Services for Public Water Supply to Carollo Engineers, Inc. of Sarasota, FL. The Agreement includes hourly rates for negotiating future projects in the form a specific authorization.

Staff requested a proposal based on the negotiated hourly rates from Carollo Engineers Inc., to provide engineering services to review and update the City's Chapter 17 Utilities Ordinance. The consultant will assess current language, considering additional provisions necessary to enhance the ordinance's effectiveness and address all considerations including water emergencies and water conservation. It will consider recently implemented Shell Creek Minimum Flows and Levels, irrigation scheduling, and other essential elements.

The total cost of this authorization is $80,520.00. Timeframe to complete the specific authorization is six (6) months from the notice to proceed.

Department/Division: Procurement

EXHIBITS:

1. Agreement
2. Recommendation for Award

AMENDMENT 26
AGREEMENT #U2018107/ENG-WATERSUPPLY/1620

THIS AMENDMENT DATED _____, 2025, IS TO THE ORIGINAL AGREEMENT *is dated November 20, 2019, by and between:*

City of Punta Gorda
326 West Marion Ave.
Punta Gorda, FL 33950
(941) 575-3302

*(hereinafter called **CITY);** and*

Carollo Engineers, Inc.
301 N. Cattlemen Rd, Suite 302
Sarasota, FL 34232
(941)893-6476

*(hereinafter called **CONSULTANT)***

CITY and CONSULTANT, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

SPECIFIC AUTHORIZATION B2024132/SA26: Is defined as Engineering Services to complete a review and update the City's Chapter 17 ordinances. The Consultant shall provide all deliverables in accordance with Exhibit A.

ARTICLE 2 - REPRESENTATIVE

SPECIFIC AUTHORIZATION B2024132/SA26: Utilities Engineering Manager, or their designee, who is hereinafter referred to as REPRESENTATIVE, will assume all duties and responsibilities and will have the rights and authority assigned to REPRESENTATIVE in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

1. ***CANCELLATION CLAUSE***

A. This Amendment may be terminated by CITY or the CONSULTANT should CONSULTANT or CITY fail to provide in any substantial manner the services required under this Agreement, or otherwise fails to comply with the terms of this Agreement or the Contract Documents, or violates any ordinance, regulation or other law which applies to its performance under this Agreement. The CITY or the CONSULTANT may terminate this Agreement under this subparagraph by giving five (5) calendar days written notice. The CITY, at its option, may give CONSULTANT a reasonable period of time to cure the noncompliance.

B. The CITY may terminate this Amendment for any reason by giving thirty (30) calendar days written notice to CONSULTANT. Upon such termination, CONSULTANT will be compensated for the value of the services performed to the date of termination.

2. ***SPECIFIC AUTHORIZATION B2024132/SA26:*** *CONSULTANT and the CITY have individually and mutually agreed the Consultant will complete task in accordance with the schedule, and complete the Tasks 1 through 5, within a completion time as defined in Exhibit A.*

ARTICLE 4 - CONTRACT PRICE

1. ***SPECIFIC AUTHORIZATION B2024132/SA26:*** *The total Lump Sum cost for Specific Authorization #26, Tasks 1 through 5 (Exhibit A), in accordance with the current Agreement Rates, is EIGHTY THOUSAND FIVE HUNDRED TWENTY AND NO/100* ***($80,520.00), which is inclusive of all expenses to complete Tasks 1 through 5.***

ARTICLE 5 – PAYMENT TERMS

CITY shall make monthly payments based on the CONSULTANT'S 100% completed task for the invoice period, CITY's approval of deliverables for each task and in accordance with this deliverable and payment schedule. The City will not compensate based on percentage of task or services completed unless the percentage is stated as milestone in the task for payment.

Task	***Task Description and Deliverables***	***Fee (Not to Exceed-NTE or Lump Sum-LS)***	***Task Total***
1	***Project Management Quality Control & Stakeholder Communication*** *Deliverables:* *- Meeting Agendas, presentations, and Minutes (electronic pdf via email)* *$2,960.00 per month*	*LS*	*$ 17,760.00*
2	***Ordinance Review and Analysis*** *Deliverables:* *- Review of Existing Chapter 17 Ordinances (electronic via email)*	*LS*	*$ 25,720.00*
3	***Draft Chapter 17 Amendments*** *Deliverables:* *- Draft of Chapter 17 Amendments (electronic pdf & word document via email)*	*LS*	*$ 17,160.00*
4	***Final Chapter 17 Amendments*** *- Final Chapter 17 Amendments (electronic via email)* *Presentation to City Council on Proposed Amendments (MS powerpoint via email)*	*LS*	*$ 9,880.00*
5	***Allowance*** *As needed bases with prior written approval by City*	*NTE*	*$ 10,000.00*
EXTENDED TOTAL - TASKS 1 THROUGH 5			***$ 80,520.00***

Not-to Exceed: Consultant must provide a breakdown for all authorized positions to perform services under this SA. The breakdown must identify the employee name, date, time, and description of work they were performing on this SA. City will not process invoice for payment until this documentation is received.

ARTICLE 6 - MISCELLANEOUS

1. The CONSULTANT agrees to and understands the CITY's Change Order Policy in accordance with the Agreement. In the event the CONSULTANT begins work on unauthorized changes to scope prior to receiving a signed Change Order by the City's appropriate level of authority, they do so at their own expense and risk not being compensated by the CITY for performing unauthorized work.

2. All changes to CITY approved 100% plans or specifications must receive written approval from the CITY and shall then be submitted to the CITY's Contractor in writing.

3. The CONSULTANT shall be solely responsible for rectification of errors and omissions discovered by the City in their work and deliverables, which shall include errors and omissions discovered in construction. The CITY shall not compensate CONSULTANT for the costs associated to rectify the CONSULTANT's errors and omissions in their work and deliverables. CONSULTANT shall be responsible for compensating the CITY for any and all additional construction costs resulting from CONSULTANT's errors and omissions.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment in duplicate. One counterpart each has been delivered to CITY and CONSULTANT. All portions of the Contract Documents have been signed or identified by CONSULTANT and CITY or by REPRESENTATIVE on their behalf.

This Amendment will be effective on the date first written above on Page One of this Amendment.

CITY OF PUNTA GORDA	*CAROLLO ENGINEERS, INC.*
BY: _____	*BY:* _____
Print: _____	*Print:* _____
WITNESS: _____	*WITNESS:* _____
ADDRESS FOR GIVING NOTICES:	*ADDRESS FOR GIVING NOTICES:*
Procurement Office *326 West Marion Avenue* *Punta Gorda, FL 33950*	*301 North Cattlemen Rd, Suite 302* *Sarasota, FL 34232*

Specific Authorization #26
Utility Ordinance Update
City of Punta Gorda
SCOPE OF SERVICES

BACKGROUND AND PURPOSE

The City of Punta Gorda's (City) Chapter 17 "Public Utilities" ordinances establish the framework for managing water resources, utilities, and related services. The City has undergone significant changes in operations, seen an increase in concerns around water scarcity and conservation, and wants to refine the ordinances to effectively address both present and emerging challenges.

The purpose of this scope is to undertake a thorough review and update of the City's Chapter 17 ordinances. This process will involve a detailed assessment of the current language, considering whether additional provisions or revisions are necessary to enhance the ordinance's effectiveness and address all major considerations facing the City's Utility Department. Particular attention will be given to two key sections: "ARTICLE III: WATER EMERGENCIES" and "ARTICLE IV: WATER CONSERVATION." These sections will be evaluated with an eye toward integrating best practices, improving water management policies, and adhering to regulatory standards. Depending on the most effective way to organize the Chapter, the existing structure may be adjusted to better align with the City's objectives.

The review will include consideration of the recently implemented Lower Shell Creek Minimum Flows and Levels (MFLs), irrigation scheduling, connections to users outside the service area, trigger points for capacity increases, and other essential elements. These may encompass enforcement strategies, actionable penalties, and other considerations. This process will involve engagement with a variety of stakeholders, including City staff within the Utility Department and beyond (such as the City Clerk), the Utility Advisory Board, City Council, and the public. This collaborative approach will help gather input, identify concerns, and identify areas for improvement. The ultimate goal is that the City's water regulations are not only effective and relevant, but also capable of adapting to both current needs and future challenges.

SCOPE OF SERVICES

Task 1 – Project Management, Quality Control, and Stakeholder Communication

Task 1 provides project management and oversight, oversees quality control, and provides effective and efficient communications to the community. Carollo will provide overall project management and communication between the identified stakeholders. Carollo will manage the project schedule, track progress, monitor the budget, and oversee task completion.

Carollo will attend and manage project meetings. This effort estimates four meetings:

- Project Kick-off Meeting (virtual): To obtain City staff input and establish project goals, timelines, and stakeholder roles.
- Utility Advisory Board (UAB) Meeting: To gather input and feedback on the project progress.
- City Staff Meeting (virtual): To review and discuss the draft amendments to Chapter 17.

- City Council Presentation: To present the final recommended amendments to Chapter 17 for approval.

Carollo will coordinate quality control and quality assurance review of the project including review of all deliverables and oversight/facilitation of communication between the City and the project team.

As needed Carollo will coordinate with the City's Public Outreach team to review public-facing materials, including news releases and public comments, for clarity and consistency in messaging. Carollo will not facilitate public workshops or conduct any feedback/input mechanisms with the public as these efforts will be led by the City.

Task 2 – Ordinance Review and Analysis

Task 2 focuses on a comprehensive review of the current Chapter 17 "Public Utilities" ordinances to identify areas for improvement. The kick-off meeting in Task 1 will establish the goals and objectives for the updated Chapter. This review will also assess the limitations and processes that must be followed to modify the Chapter to whatever extent it aligns best with the proposed changes. These improvements may include consideration of the City's MFLs, relevant regulations, updated resources and guidance from regulatory agencies such as SWFWMD and FDEP, and review of other local utility ordinances in Florida for best practices.

Task 3 – Draft Chapter 17 Amendments

Task 3 involves drafting the proposed amendments to Chapter 17, specifically focusing on the water emergency protocols, conservation policies, and enforcement mechanisms. Throughout this phase, Carollo will collaborate closely with City so that the draft amendments align with operational needs and meet regulatory requirements. A meeting with the UAB will occur early in this stage to gather their input and feedback on the evolving changes proposed to the Chapter. All proposed changes will be clearly marked, allowing stakeholders to easily see the modifications, additions, and deletions made to the original text.

Task 4 – Final Chapter 17 Amendments

Task 4 involves refining the draft amendments based on feedback from City staff the UAB and preparing the final amendments for adoption by the City Council. This will also involve preparing necessary documentation to support the adoption process. After conducting a review meeting with City staff, Carollo will revise the draft amendments to address any concerns or additional requirements. This may include adjustments to water emergency phases, conservation strategies, enforcement measures, or penalties.

Carollo will prepare a comprehensive final report that includes:

- The revised amendments to Chapter 17.
- A summary of changes made after City staff review.
- Supporting materials (such as a presentation) to assist City Council in their decision-making process.

Task 5 – As-Needed Allowance

This task allows time for additional services or support not covered under Tasks 1 through 4. Additional

assistance could consist of, but is not limited to, the following activities:

- Holding public hearings, workshops, or meetings outside the four (4) identified meetings.
- Cost estimation/analysis related to any new or proposed Chapter 17 policies.
- Studies related to understanding how any changes may affect various demographic groups or areas.

PROJECT DELIVERABLES

The deliverables to be provided for this project include the following:

- Task 1 – Meeting agendas, presentations, and minutes (electronic pdf via email).
- Task 2 – Review of Existing Chapter 17 Ordinances (electronic pdf via email)
- Task 3 – Draft Chapter 17 Amendments (electronic pdf and word document via email)
- Task 4 – Final Chapter 17 Amendments (electronic pdf via email). Presentation to City Council on Proposed Amendments (MS Powerpoint via email).

ASSUMPTIONS AND CITY RESPONSIBILITIES

Because of the nature of this project, certain assumptions apply to this Scope of Services. To the extent possible, these assumptions are stated within this document and are reflected in the budget. If the project task requirements are different from the assumptions presented in this Scope of Services, or if the City desires additional services, the resultant change in scope will serve as a basis for amending this project assignment or initiating the development of a new project assignment as agreed to by both the City and Carollo. The following assumptions and City responsibilities apply to this project:

- Carollo shall be entitled to rely upon the accuracy of the data and information supplied by the City without independent review or evaluation.
- The City shall attend all meetings to maintain the progress of the project according to the schedule.
- The City will provide all required information within the period established in the schedule contained in this Scope of Services. The schedule is based on timely receipt of data and the bid process from the City.
- The services to be performed by Carollo are intended solely for the benefit of the City. No person or entity not a signatory to this Scope of Work shall be entitled to rely on Carollo's performance of its services hereunder, and no right to assert a claim against Carollo by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Scope of Work or the performance of Carollo's services hereunder.
- In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, Carollo has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Carollo makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Carollo's opinions, analyses, projections, or estimates.
- Carollo shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, or for economic, incidental, or liquidated damages to the City or any third party arising out of breach of contract, delay, termination, or for any other reason

whatsoever. Additionally, Carollo shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Carollo's subconsultants, that impact project completion and/or success.

SCHEDULE

The scope of services outlined in this task authorization will be performed for up to six months from receipt of a purchase order or notice-to-proceed from the City.

MILESTONE	No. of Weeks after Approval of Work Assignment
Kick Off	2
Review of Existing Ordinance Report	8
Utility Advisory Board Meeting	12
Draft Chapter 17 Amendments	20
Final Chapter 17 Amendments	24
City Council Meeting	24

PROJECT FEE

The method of payment for this project is lump sum or time and materials by task for a total of $80,520. Task 1 will be paid in monthly lump sum amounts of $2,960 over the 6-month project duration. Tasks 2 through 4 are lump sum upon completion by task. Task 5 is an as-needed allowance to be billed as time and materials and will be used only at the request of the City.

The City shall pay Carollo in monthly installments based upon monthly progress reports and invoices submitted by Carollo for services incurred. Exhibit A provides a breakdown of the fee by task and personnel.

EXHIBIT A
FEE ESTIMATE

City of Punta Gorda
Utility Ordinance Update

		Labor Hours and Costs					
Task No.	Task Description	Senior Specialist Lisa Arroyo Kathleen Kharkar	Principal Laura Baumberger	Engineer Nicole Cohen	Clerical Michelle Ryan	Total Hours	Labor Cost
							($)
		$240.00	$240.00	$170.00	$75.00		
1	Project Management, Quality Control, and Stakeholder Communication	16	24	48		88	$17,760
2	Ordinance Review and Analysis	16	32	80	8	136	$25,720
3	Draft Chapter 17 Amendments	8	16	60	16	100	$17,160
4	Final Chapter 17 Amendments	8	8	32	8	56	$9,880
5	As-Needed Allowance					0	$10,000
	Lump Sum Total	**48**	**80**	**220**	**32**	**380**	**$80,520**

Punta Gorda
FLORIDA

INTEROFFICE MEMORANDUM

To: **Tom Spencer, Kristin Simeone and Melissa Reichert**
From: Anne Heinen, Procurement Manager
Date: **February 28, 2025**
Subject: Recommendation for Award – B2024132/SA26 – Utility Ordinance Update
Master Agreement U2018107/ENG-WATERSUP/1920

On November 20, 2019, City Council awarded a master agreement for Engineering Services for Public Water Supply. The Agreement includes hourly rates for negotiating projects in the form of a specific authorization.

Staff requested a proposal based on the negotiated hourly rates from Carollo Engineers Inc., to provide engineering services to complete a thorough review and update of the City's Chapter 17 ordinances. An assessment of current language, considering additional provisions or revisions necessary to enhance the ordinance's effectiveness and address all considerations facing the City's Utility Department including Article, III: Water Emergencies and Article IV: Water Conservation. It will consider recently implemented Shell Creek Minimum Flows and Levels, irrigation scheduling, connections to users outside the service area, trigger points for capacity increases, and other essential elements.

The total cost of this authorization is $80,520.00. Timeframe to complete the specific authorization is 6 months.

Funding: Account # 411-8422-533-3114 Project Code # CH17UP
☐ Funds available ☑ Funds not available/transfer required ☐ Funds not available/to be appropriated
Budget estimate $60,000, additional funds will need to be transferred from reserve for contingencies
In accordance with the Agreement, the cost of this project is within the City Council's authority to award. Procurement is seeking your approval to prepare an agenda item to submit to City Council for award.

_____ Concur ✓ Non-Concurrence _____ Date 3/3/2025
Tom Spencer, Acting Utilities Director

Kristin Simeone Digitally signed by Kristin Simeone Date: 2025.03.13 09:30:13 -04'00'
_____ Concur ✓ Non-Concurrence _____ Date _____
Kristin Simeone, Finance Director

Melissa Reichert
_____ Concur X Non-Concurrence _____ Date 3/14/2025
Melissa Reichert, Interim City Manager

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 2/2025

REGULAR AGENDA

Title:

Americans with Disabilities Act (ADA) Transition Plan Annual Updates for 2022, 2023, and 2024 and Fiscal Year 2025 Proposed Project Allocation

Funds:

Account #118-3007-515-6300 – 1% Sales Tax Funding

Total FY 2025 Funding - $667,114

- FY 2024 Funding for Direct Projects Carry Over - $477,420
- FY 2024 Funding for Re-Allocation - $9,450
- FY 2024 Undesignated TBD Carry Over - $50,244
- FY 2025 Allocation: $130,000

Proposed Project Allocations:

- ADA and Security $87,175
- Nature Park Improvements $95,695
- Public Safety Building Facility Improvements $54,000
- City Hall Rehabilitation Project $250,000
- TBD – Undesignated $180,244

Recommended Action:

Recommend adoption of the City of Punta Gorda ADA Transition Plan FY 2022, FY 2023, FY 2024 Update and the appropriation/carryover of funds for Fiscal Year 2025 projects ensuring full compliance with the 1990 Americans with Disabilities Act.

Summary:

In October of 2017 the City of Punta Gorda adopted the Americans with Disabilities Act (ADA) Transition Plan. This plan, produced by consultants Tindale Oliver, is based on an extensive data collection and analysis process that identified barriers to accessibility in various City operations, facilities, parks, and portions of the Punta Gorda Pathways system of trails. This plan serves as a roadmap for making improvements in these operations and facilities to reduce barriers to access, more fully comply with the ADA, and provide better service to our community. Each year the City re-adopts the plan to include an annual report of improvements. The attached report details the progress the City has made in the last three years, despite damage done by three major hurricanes: Ian in 2022, and Helene and Milton in 2024.

Department/Division: Urban Design

EXHIBITS:

1. ADA Plan Update Presentation 2025
2. ADA Transition Plan Resolution
3. Fiscal Year 2024 ADA Transition Plan Update

Americans with Disabilities Act (ADA) Transition Plan

FY 2022-2024 Update

FY 2025-2026 Proposed Project Allocations

Danielle Berhel, Sr. Project Manager
Urban Design Division
Courtney Buckles, Risk Coordinator
Human Resources
April 2, 2025

Punta Gorda

What is the Americans with Disabilities Act (ADA)?

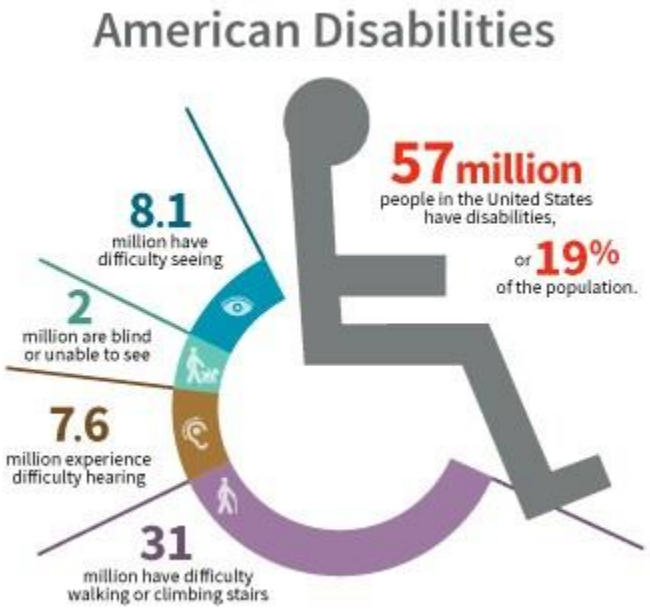
- A civil rights law, signed by President George H.W. Bush, July 26, 1990.
  - Covers all state and local governments, including those that receive no federal financial assistance
  - Created five separate titles
    1. Title I – Employment
    2. **Title II – Public Entities**
    3. Title III – Public Accommodations
    4. Title IV – Telecommunications
    5. Title V – Miscellaneous Provisions



What is Title II of the ADA?

- Prohibits discrimination on the basis of disability in the services, programs, and activities of all state and local government entities.

- Requires employers to provide reasonable accommodations to employees with disabilities, and imposes accessibility requirements on public accommodations.



What are Requirements of Title II?

1. Self Evaluation - 28 CFR 35.105

- A comprehensive review of
  - Services
  - Programs
  - Activities
  - Including communications & employment practices
- Review must
  - Document any non-compliance issues
  - Identify modifications necessary for compliance
- City conducted in 2016

What are Requirements of Title II?

2. Transition Plan - 28 CFR 35.105(d)

- ADA Transition Plan adopted in 2017
  - Identifies structural changes to existing facilities that are necessary in order to make a program, service, or activity accessible to people with disabilities.
  - At a minimum:
    - Identify physical obstacles that limit accessibility
    - Describe in detail the methods used to make accessible
    - Specify a schedule to achieve compliance
    - Identify the official responsible for implementation
  - 2018 ROW guidelines were implemented

What are Requirements of Title II?

3. "ADA Coordinator" - 28 CFR 35.107(a)

- If a public entity has 50 or more employees, it is required to designate at least one responsible employee to responsible for implementation & the coordinate ADA compliance.
- Although the law does not refer to this person as an "ADA Coordinator," this term is commonly used.
- Responsible for coordinating the efforts of the government entity to comply with Title II and investigating any complaints that the entity has violated Title II.
  - Jeff Payne, Human Resources Manager, is the City of Punta Gorda's designated responsible employee.

What are Requirements of Title II?

4. Grievance Procedure – 28 CFR 35.106

- Required to adopt and publish procedures for resolving grievances
- System for resolving complaints of disability discrimination in a prompt and fair manner.
- This is published on the City website and should include:
  - a description of how and where a complaint under Title II may be filed with the government entity;
  - if a written complaint is required, a statement notifying potential complainants that alternative means of filing will be available to people with disabilities who require such an alternative;
  - a description of the time frames and processes to be followed by the complainant and the government entity;
  - information on how to appeal an adverse decision; and
  - a statement of how long complaint files will be retained.

What are Requirements of Title II?

5. Notice to the Public – 28 CFR 35.106

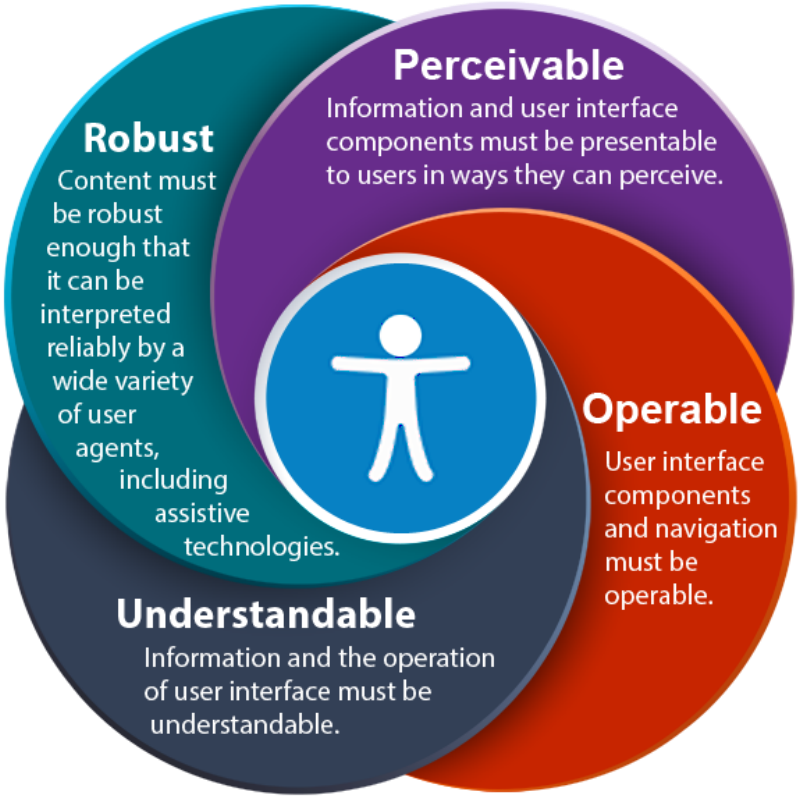
All public entities must provide information to the public, program participants, program beneficiaries, applicants, and employees about the ADA and how it applies to the public entity.

- Employment Practices
- Effective Communication
- Name and contact information for the designated official responsible for ADA
- Modifications to Policies and Procedures (Reasonable Accommodations)
- Grievance Procedures
- 2019 Enhancements made to City website

ADA Compliant Website Industry Standards

WCAG – Website Content Accessibility Guidelines

- The ADA standard to which websites are held accountable.
  - The first iteration of the WCAG was enacted in 1999 and had 14 guidelines broken up into three levels of priorities (A, AA, AAA).
  - In 2008, WCAG 2.0 began to be enforced, with a focus on principles, rather than 1.0's focus on technology.
  - WCAG 2.0 is the technical standard featuring 12 guidelines under four categories:



City's Recent Progress

2022

- Completed $304,661 of ADA improvements

2023

- Completed $43,646 of ADA improvements



2024

- Completed $32,934 of ADA improvements
- 3-Year Update of the Current Plan & $537,114 Carryover for ADA improvements + $130,000 FY 25 Budget Allocation = $667,114

FY 2022-2024 Project Expenditures

FYs 2022-24 Project Expenditures	
FACILITY/PROJECT	FY 2022 EXPENDITURE
Laishley Park Splash Zone Structures	$ 147,746.00
Nature Park Improvements Design	$ 52,985.00
ADA and Security Enhancements	$ 89,555.31
Miscellaneous (signage)	$ 14,375.00
	$ 304,661.31
FACILITY/PROJECT	FY 2023 EXPENDITURE
Nature Park Improvements Design	$ 41,420.00
ADA and Security Enhancements	$ 2,226.00
	$ 43,646.00
FACILITY/PROJECT	FY 2024 EXPENDITURE
ADA and Security Enhancements	$ 30,505.24
Miscellaneous (signage)	$ 2,428.82
	$ 32,934.06
Total	**$ 381,241.37**

Punta Gorda

FY 2025 Allocation

Project	Current Allocation	Proposed New Funding Allocation	Proposed FY 2024-2025 Allocation
Nature Park Improvements	$ 86,245	$ 9,450	$ 95,695
Public Safety Building Facility Improvements	$ 54,000		$ 54,000
City Hall Preservation/Rehab	$ 250,000		$ 250,000
ADA and Security	$ 87,175		$ 87,175
TBD – Undesignated	$ 180,244	$	$ 180,244
Total Funding			**$ 667,114**

Possible **FY 2025** new project(s) for undesignated funding:

- Gateway Alley 100 Block W Marion Ave at Herald Court:
  - **FY 25 Planning & Engineering $55,000**
  - FY 26 Construction $300,000
- Harborwalk – Laishley Park at Marriage Point
  - **FY25 Design & Permitting $182,400**
  - FY26 Construction & Contingency $729,600

Punta Gorda

ADA Tracking Software

- Inspection/Tracking Management
  - Aids in inspections and tracking of public spaces, buildings, and facilities to identify potential barriers to accessibility. Provides checklists, templates, and guidelines.
- Progress Monitoring
  - Enables users to monitor the progress of corrective measures over time. This ensures accessibility issues are being addressed and updates the transition plan on a regular basis.
- Regulation updates
  - Often includes automatic updates with the latest ADA regulations and guidelines.

Punta Gorda

ADA Tracking Software

- Maintenance/Follow-up
  - Facilitates ongoing maintenance and follow-up inspections ensuring compliance.
- Reporting
  - Offers the ability to easily share reports with stakeholders, such as local government agencies, legal teams, or the public, demonstrating meeting ADA standards.
- Cost-efficient
  - The pricing models have shifted from being based on the number of employees to being based on the municipality's population.
- $30,000 non-ADA funding requested

Next Steps & Questions

2025

- Resolution to re-adopt the City's ADA Transition Plan with the FY 2022 – FY 2024 Plan Update and the proposed FY 2025 Allocated Funding



CITY OF PUNTA GORDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PUNTA GORDA, FLORIDA, REPEALING RESOLUTION NO. 3632-2022 AND ADOPTING AN UPDATED CITY OF PUNTA GORDA AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION PLAN (FY 2022-2024 UPDATE); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Americans with Disabilities Act (ADA) of 1990 is a Federal Civil Rights Legislation which mandates non-discrimination to persons with disabilities; and

WHEREAS, Title II of the Act requires that municipalities develop and adopt transition plans which document barriers to accessibility, propose modifications to remove said barriers, and a schedule to complete the modifications; and

WHEREAS, the City of Punta Gorda developed an ADA Transition Plan based on the evaluation of the accessibility by persons with disabilities to its services and facilities; and

WHEREAS, City Council approved the FY 2021 update for the City of Punta Gorda Americans with Disabilities Act (ADA) Transition Plan by adoption of Resolution Number 3632-2022 on February 16, 2022 and

WHEREAS, City Council believes that implementing an ADA Transition Plan will improve the quality of life and enjoyment of our community by our citizens and visitors; and

WHEREAS, City Council is committed to bringing its services and facilities into compliance within a reasonable timeframe and to make ADA compliance issues part of its annual capital improvement budgeting process; and

WHEREAS, the ADA Transition Plan is reviewed annually and updated as necessary; and

WHEREAS, City Council desires to update the City of Punta Gorda ADA Transition Plan to include the FY 2022-2024 Annual Update Report.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PUNTA GORDA, FLORIDA, THAT:

1. Resolution 3632-2022 adopted February 16, 2022 is hereby repealed in its entirety.

2. The City of Punta Gorda ADA Transition Plan (FY 2022-FY 2024 Update) a copy of which is attached hereto as Exhibit "A", is hereby adopted as the guide for the accessibility by persons with disabilities to the City of Punta Gorda's services and facilities.

3. The City of Punta Gorda ADA Transition Plan is hereby incorporated as part of the annual capital improvement budgeting process.

4. This Resolution shall become effective immediately upon adoption.

ADOPTED at a regular meeting of the City Council of the City of Punta Gorda, Florida, this _____ day of _____, 2025.

CITY OF PUNTA GORDA, FLORIDA:

_____
DEBORAH LUX, Mayor

ATTEST:

_____
SARA WELCH, City Clerk

APPROVED AS TO FORM:

_____
DAVID M. LEVIN, City Attorney

CITY OF PUNTA GORDA
ADA TRANSITION PLAN

FYs 2022, 2023 and 2024 PLAN UPDATE

April 2, 2025

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1.0 INTRODUCTION

In October of 2017 the City of Punta Gorda adopted the Americans with Disabilities Act (ADA) Transition Plan. This plan, produced by consultants Tindale Oliver, was based on an extensive data collection and analysis process that identified barriers to accessibility in various City operations, facilities, parks, and portions of the Punta Gorda Pathways system of trails. The plan serves as a roadmap for making improvements in these operations and facilities to reduce barriers to access, more fully comply with the provisions of the Americans with Disabilities Act (ADA), and provide better service to our community.

This document is an update and supplement to the City's ADA Transition Plan. The goal of this report is to highlight the City's action and progress made in FYs 2022, 2023, and 2024 (October 1, 2021 - September 30, 2024) in implementing the recommendations outlined within the City's ADA Transition Plan.

Because of the importance of accessibility to the residents, visitors, and businesses, the City committed $125,000 per year for FY 2022 and 2023 in its Capital Improvement Program (CIP), utilizing 1% sales tax funding to implement the plan. In November 2020, the Charlotte County voters elected to continue with the 1% sales tax funding, and as a result, the ADA transition plan will continue to have $130,000 ($125,000 towards projects and $5,000 project management) annually, through FY 2029.

FYs 2022-2024 total expenditure dedicated to ADA infrastructure was $381,241. Specific projects are listed below and further detailed throughout. In addition to these committed capital funds all other capital improvement projects are checked for ADA compliance throughout the design and construction phases.

Table #1 - FYs 2022-24 Project Expenditures	
FACILITY/PROJECT	**FY 2022 EXPENDITURE**
Laishley Park Splash Zone Structures	$ 147,746.00
Nature Park Improvements Design	$ 52,985.00
ADA and Security Enhancements	$ 89,555.31
Miscellaneous (signage)	$ 14,375.00
	$ 304,661.31
FACILITY/PROJECT	**FY 2023 EXPENDITURE**
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ADA and Security Enhancements	$ 30,505.24
Miscellaneous (signage)	$ 2,428.82
	$ 32,934.06
Total	**$ 381,241.37**

2.0 PRIORITIZATION AND IMPLEMENTATION

In order to implement the recommendations of the ADA Transition Plan in a cost effective and efficient manner it was critical to develop a strategy for prioritization to ensure that organizational resources could effectively undertake the recommendations in a timely manner. Staff has continued to focus on bringing operational items into compliance.

2.1 SERVICES, PROGRAMS, ACTIVITIES

In today's society, everyone can understand the need to eliminate physical barriers for persons with disabilities to have access into physical spaces such as buildings, buses, and sidewalks. However, there are also similar challenges faced by persons with disabilities when accessing electronic content.

The City has an enormous amount of information and public records stored electronically. Much of this content is available online, through e-mail, or via removable media for efficiency, transparency, and improved communication with the public. As a government entity, it is the City's responsibility and legal obligation to not discriminate against persons with a disability and provide them the same opportunity and access as a non-disabled person.

When the ADA was enacted in 1990 (while the internet was still in its infancy) "access barriers" were widely understood to mean literal physical barriers. The Department of Justice (DOJ) has been publicly considering ADA regulations in regards to websites and technology, but there are currently no formal regulations.

> *"The Department first articulated its interpretation that the ADA applies to public accommodations' websites over 20 years ago. This interpretation is consistent with the ADA's title III requirement that the goods, services, privileges, or activities provided by places of public accommodation be equally accessible to people with disabilities."*
>
> September 25, 2018 letter from Assistant Attorney General, US Department of Justice

The World Wide Web Consortium (W3C) published the Web Content Accessibility Guidelines (WCAG) 2.1 in 2018. These guidelines outline the accessibility features for web technologies and comes in three levels. The bare minimum is Level A and the highest is Level AAA. Most organizations and accessibility professionals consider the middle Level AA to be the goal because it provides an attainable balance between accessibility and the required effort for compliance.

The WCAG identifies four main principles for accessibility.

- User interface and content must be presentable in a way that the user can perceive the meaning;
- User interface must be operable by the user including those that only use a keyboard type device;
- User interface and content must be understandable; and
- Content must be robust so assistive technologies can interpret it correctly.

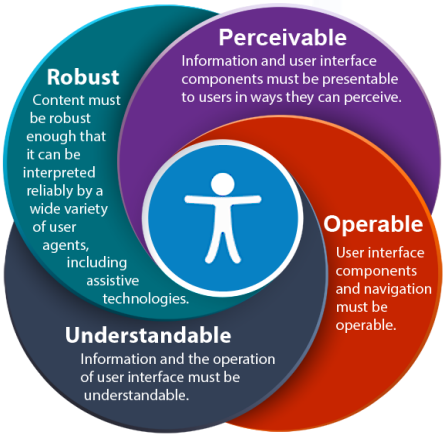

Figure 2 – Website Content Accessibility Guidelines (WCAG)

The City of Punta Gorda is actively continuing its efforts to address any challenges associated with its website, including access to electronic documents. The City can define its own standards for accessibility and is not currently required to conform to any particular standard in order to meet obligations under the ADA. However, the City is continuing all efforts to make the City website and published electronic documents accessible by those persons with visual and hearing impairments.

The FY 2022-24 ADA enhancements included the following:

- Finance Dept. continued to standardize the City's budget documents and utilize templates to produce accessible PDF documents.
- Information Technology Dept. continued to improve upon technology based information ensuring the City's Social Media content is accessible to persons with disabilities.

3.0 ADA SPECIFIC CAPITAL IMPROVEMENT PROJECTS

In FYs 2022-24, the City continued implementation of the ADA Transition Plan site specific recommendations. This implementation primarily focused on completing the ADA Wayfinding signage throughout government buildings, enhanced security measures, accessibility enhancement designs for Nature Park, and accessible playground equipment.

3.1 CITY HALL ANNEX

The Annex building contains many City offices that see high volumes of public interaction, including the Building Division, Urban Design, and Billing & Collections. Improvements to this facility focused on building access and publicly accessible spaces. All City Hall Annex ADA implementation items had been fully completed when Hurricane Ian damaged the building in September of 2022. The Urban Design Department had to relocate to rented space within the city while a complete repair/rehabilitation project was completed on the annex building in FY 2024. This project included ADA accessibility and signage.

3.2 COOPER STREET RECREATION CENTER

Built in 1945, The Cooper Street Recreational Center is located on Cooper Street and Mary Street. It was renovated in 1986 and contains 7,293 square feet that is leased to and operated by the YMCA of Southwest Florida, with maintenance performed by the City. General public access to the facility is allowed, and dedicated parking is provided at the south end of the structure, accessed from Mary Street.

ADA improvements were designed in-house by Public Works staff to provide a coherent plan for providing accessible routes from the building and Mary Street to the existing sports courts and picnic pavilion.

Accessibility improvements in FY 2021 included Interior Wayfinding Signage, however, this improvement was not completed until FY 2024.

3.3 PUBLIC SAFETY BUILDING

The Punta Gorda Public Safety Complex was constructed in 2002 and renovated in 2004-2005 after damage due to Hurricane Charley. It serves as the City Police and Fire

Department headquarters and includes Fire Station #1. The building offers many public services and is publicly accessible via the parking lot and the public sidewalk. The majority of the building is a restricted employee work area that is not accessible to the public.

The FY 2021 ADA enhancements to improve accessibility access included:

- Removal of the window ledge and providing lower surfaces as part of the ADA and Security Enhancement Projects

*These items were to be completed as part of the ADA and Security project; however, due to material issues, construction concluded in FY 2024.

3.4 NATURE PARK

Nature Park is a 21-acre public environmental preserve with a 1 mile walking trail, boardwalks, and fishing pier, located at 1555 Aqui Esta Drive, on the corner of Aqui Esta Drive and Bal Harbor Boulevard.

The facility is accessible via two parking lots located off Aqui Esta Drive.

The FY 2022-24 ADA enhancements included the following:

- The completion of the engineering and design to correct deficiencies of non ADA-compliant slopes and lack of hand rails on bridges, boardwalks, and fishing piers within the park, and to pave pathways.
- Design has been completed and permits are in the application process. The park has sustained damage from numerous hurricanes, which is being repaired before the project can continue.

Throughout FY 2025, City staff will continue to work with ADG Architecture, LLC, the firm chosen for the City's ADA compliant design services.

3.5 WAYFINDING SIGNAGE

The FY 2022-24 ADA services included the following:

- The design and installation of the interior wayfinding system in Fire Station 2, Fire Station 3, and New Operation Cooper Street.

3.6 LAISHLEY PARK SPLASH ZONE

The Laishley Park Splash Zone has been enlarged and enhanced to increase the level of service for the existing fountain by adding an age-appropriate splash pad with the addition of accessible and inclusive play features. The anticipated cost for the ADA portion of this project was $150,000. Actual cost was $147,746. We anticipate the new area will open in July of 2025.

3.7 SIDEWALKS

Construction of an accessible sidewalk connection along W. William St. to connect to adjacent shopping center. This project was previous funded in the FY 2021 funding plan, however, alternative funding was identified to complete this project in FY 2024.

ADA sidewalk connections completed in FY 2022 by the Public Works Department:

Pine Siskin Dr. at Whippoorwill Blvd.
Nighthawk Ct. at Albatross Dr.
McGregor St. between Olympia Ave. and Chasteen St.
Palm Ave.at McGregor St., Western quadrant
Palm Ave. at Dolly St.
Atares Dr. at Bal Harbor Dr.
S. Sea Grape
Owl Ct. at Albatross Dr.
Thrasher Dr. at Turtle Dove Blvd.

No ADA sidewalk connections were needed in FY 2023.
Paving was delayed due to hurricanes in FY 2024.

Table #2 below, outlines the total funding and expenditures summary for Fiscal Years 2022-2024:

Table #2 - FY 2022-2024 ADA Transition Plan Funding Summary

Project	Approved Funding	Actual Expenditure	Funding Balance
ADA AND SECURITY FY22	$ 181,385	$ (89,555)	$ 91,830
ADA AND SECURITY FY23	$ 91,830	$ (2,226)	$ 89,604
ADA AND SECURITY FY24	$ 89,604	$ (2,429)	$ 87,175
NATURE PARK FY22	$ 180,650	$ (52,985)	$ 127,665
NATURE PARK FY23	$ 127,665	$ (41,420)	$ 86,245
NATURE PARK FY24	$ 86,245	$ -	$ 86,245
PUBLIC SAFETY BUILDING FY22	$ 54,000	$ -	$ 54,000
PUBLIC SAFETY BUILDING FY23	$ 54,000	$ -	$ 54,000
PUBLIC SAFETY BUILDING FY24	$ 54,000	$ -	$ 54,000
CITY HALL PRESV & REHAB FY23	$ 125,000	$ -	$ 125,000
CITY HALL PRESV & REHAB FY24	$ 250,000	$ -	$ 250,000
FY 22-2024 PROJECTS DIRECT CARRYOVER SUBTOTAL			**$ 477,420**
INT. WAYFINDING SIGNAGE FY22	$ 50,000	$ (14,375)	$ 35,625
INT. WAYFINDING SIGNAGE FY23	$ 35,625	$ -	$ 35,625
INT. WAYFINDING SIGNAGE FY24	$ 35,625	$ (30,505)	$ 5,120
ADA IMPR-LAISHLEY PARK FY22	$ 150,000	$ (147,746)	$ 2,254
ADA IMPR-LAISHLEY PARK FY23	$ 2,254	$ -	$ 2,254
ADA IMPR-LAISHLEY PARK FY24	$ 2,254	$ -	$ 2,254
MISC. FACILITIES FY22	$ 1,804	$ -	$ 1,804
MISC. FACILITIES FY23	$ 1,804	$ -	$ 1,804
MISC. FACILITIES FY24	$ 1,686	$ -	$ 1,686
FY 22-2024 PROJECTS RE-ALLOCATION OF $ SUBTOTAL			**$ 9,060**
PROJECT TBD FY22	$ 45,634	$ -	$ 45,634
PROJECT TBD FY23	$ 50,244	$ -	$ 50,244
PROJECT TBD FY24	$ 50,244	$ -	$ 50,244
FY 22-2024 UNDESIGNATED TBD CARRYOVER SUBTOTAL			**$ 50,244**
Totals	**$ 917,965**	**$ (381,241)**	**$ 536,724**

4.0 PROJECTS ON THE HORZON IN FY 2025

In FY 2025, the total ADA available funding is $667,114 due to carry-overs and new funding.

Carry-over funds are those funds remaining at the end of a budget period that may be carried forward to the next budget period to cover allowable costs in that budget period. The carryover of funds enables the use of unexpended prior year funds in the current budget period.

Table #3 below reflects the total available funding for fiscal year 2025.

Table #3 - FY 2025 Available Funding

Funding Source(s)	Amount
FY 2025 Funding for Direct Project Carry-Over: Designated projects not completed / Remaining project balance(s)	$ 477,420
FY 2024 Funding for Re-Allocation: Designated projects to be re-allocated to fund other projects (Projects under budget and/or eliminated from plan)	$ 9,450
FY 2024 Undesignated TBD Carry-Over: Undesignated funds (contingency) To be re-allocated to fund other projects	$ 50,244
FY 2025 New Budget: Annual Funding To be allocated to project(s)	$ 130,000
Totals	**$ 667,114**

Table #4 below reflects the funding and projects for completion in fiscal year 2025.

Table #4 - FY 2025 ADA Transition Plan Project and Fund Allocation

Project	Current Allocation	Proposed New Funding Allocation	Proposed FY 2024-2025 Allocation
Nature Park Improvements	$ 86,245	$ 9,450	$ 95,695
Public Safety Building Facility Improvements	$ 54,000		$ 54,000
City Hall ADA Restroom Updates	$ 250,000		$ 250,000
ADA Signage and Security	$ 87,175		$ 87,175
TBD – Undesignated	$ 180,244	$	$ 180,244
Total Funding			**$ 667,114**

Possible **FY 2025** new project(s) for undesignated funding:

- Gateway Alley 100 Block W Marion Ave at Herald Court:
  - **FY 25 Planning & Engineering $55,000**
  - FY 26 Construction $300,000
- Harborwalk – Laishley Park at Marriage Point
  - **FY25 Design & Permitting $182,400**
  - FY26 Construction & Contingency $729,600

6.0 CONCLUSION

Since the FY 2021 Plan Update, the City of Punta Gorda has been dealing with three years of busy hurricane seasons. Hurricane Ian hit on September 28, 2022, followed by Idalia on August 30, 2023, and then by Helene and Milton within 2 weeks of each other in late September/early October 2024. City parks, buildings, and other facilities suffered millions of dollars in damages. It will be several years before the City is fully recovered.

The City of Punta Gorda is committed to improving access to all City operations, facilities, parks, buildings, and public rights-of-ways. The ADA Transition Plan is the roadmap for understanding the deficiencies and providing corrective actions required to ensure that facilities and public services are in full compliance with the applicable provisions of the Americans with Disabilities Act (ADA) and the Florida Accessibility Code (FAC).

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 2/2025

REGULAR AGENDA

Title: *Pre-Annexation Agreement Airport Property

Funds:

Recommended Action: City Council decision on waiving pre-annexation agreement

Summary: City policy requires all property owners not in the City but within the utility service area to sign pre-annexation agreements that require annexation should the property become eligible for annexation. The Airport Authority has stated that because the airport is a special legislative district they cannot sign the annexation agreement. Staff does not have authority to waive the pre-annexation agreement. City Council has the decision making authority for waiving of the agreement should they choose to do so.

Department/Division: Urban Design / City Manager

EXHIBITS:

1. Ltr Kaplan irsch Fed Gran Assurances Pre Annex Agreement
2. Ltr from FarrLaw to Airport Authority
3. Golf Course Blvd_7305
4. UTILITIES PRE-ANNEXATION AGREEMENT
5. UTILITY ANNEXATION LETTER

KAPLAN KIRSCH

DENVER
NEW YORK
SAN FRANCISCO
WASHINGTON, DC

March 18, 2025

James W. Parish, CE, CM
Executive Director
Charlotte County Airport Authority
28000 Airport Road
Punta Gorda, FL 33982

Re: Federal Grant Assurances/ Pre Annexation Agreement

Dear Mr. Parish:

The Charlotte County Airport Authority (CCAA) requested a water meter connection for a single building located on CCAA property from the City of Punta Gorda (City). In response City requested CCAA sign a Utility Pre-Annexation Agreement (Agreement).

CCAA inquires if it would be in violation of its grant assurances to the federal government to sign the Agreement. 49 U.S.C. § 47107 sets forth mandated federal government grant commitments known as "Grant Assurances" and these are made part of all grant contracts. A complete list of federal grant assurances is available at https://www.faa.gov/airports/aip/grant_assurances. The CCAA is contractually obligated to comply with all these grant assurances.

Grant Assurance 5, *Preserving Rights and Powers* is a specific obligation that the CCAA will not take or permit any action which would operate to deprive CCAA of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances which the CCAA has made in connection with operation of the airport.

The requested Agreement specifically requires the CCAA to consent to conditions that may exist *after* the Agreement is signed. For example, Agreement Section 2. (B)(1) requires CCAA agreement in advance for application for comprehensive plan amendment and rezoning that exists "at the time of the annexation." Section 2 (D) subjects the CCAA and all its air and ground operations to laws, ordinances and regulations that may exist on the "effective date of annexation." All such conditions could include violations of the grant assurances for airport operations and thereby jeopardizing current and future federal government grants. Therefore, the CCAA cannot sign the Agreement as presented.

Kaplan Kirsch LLP
Attorneys at Law

1675 Broadway
Suite 2300
Denver, CO 80202

tel: 303.825.7000
fax: 303.825.7005
kaplankirsch.com

We trust this is fully responsive to the CCAA inquiry.

Sincerely,

Steven L. Osit

FARRLAW 100 YEARS

Earl D. Farr (1900-1988)
Earl Drayton Farr, Jr. (1926-2010)

99 Nesbit Street, Punta Gorda, FL 33950 | 941.639.1158 | f: 941.639.0028
237 Nokomis Avenue S., Venice, FL 34285 | 941.484.1996 | f: 941.497.7636
901 Ridgewood Avenue, Venice, FL 34285 | 941.484.3000 | f: 941.485.5173

Guy S. Emerich, LL.M.*
Jack O. Hackett II**
Darol H. M. Carr
David A. Holmes†
Roger H. Miller III**
Dorothy L. Korszen
Will W. Sunter†
Forrest J. Bass, LL.M.*^
George T. Williamson
Brett H. Sifrit, CPA*
Kelsey J. Veitengruber
Brady H. Sharrer
Nicole S. Peet
John G. Beggan
Gavin W. Steinberg
K. W. "Wayne" McClanahan II
W. E. "Chip" Gaylor III^^
Elsbeth "Beth" G. Waskom^^

* FL Bar Board Certified in Wills, Trusts & Estates
** FL Bar Board Certified in Real Estate
† Certified Circuit Court Mediator
^ Admitted in FL, GA and PA
^^ Of Counsel

Please reply to Punta Gorda office

March 13, 2025

EMAIL jparish@flypgd.com

Mr. James W. Parish III
Charlotte County Airport Authority
28000 A-1 Airport Road
Punta Gorda, FL 33982

Re: City of Punta Gorda Utility Pre-Annexation Agreement

Dear James:

On behalf of the Charlotte County Airport Authority ("CCAA"), you have requested the Farr Law Firm to review the Utilities Pre-Annexation Agreement ("Agreement") presented to CCAA by the City of Punta Gorda ("City") Planning Director as a condition precedent to the granting of water and/or wastewater service for property located at the Punta Gorda Airport ("Airport"). Our conclusion is that CCAA does not have the authority to enter into the Agreement without the joinder, consent and subordination of Charlotte County as well as a modification to its enabling act by the Legislature of the State of Florida.

The Airport property was previously owned by Charlotte County. The land was conveyed to CCAA's formerly known as entity, the Charlotte County Development Commission, in 1969 by a deed recorded in book 326, page 718 of the official records of Charlotte County (attached). That deed has the following reverter clause:

> **Said conveyance is made upon the express condition that if all or any portion of the above described property shall be sold or conveyed or shall be used for other than public airport purposes, title to said property or portion thereof shall automatically revert to the Party of the First Part, its successors or assigns, together with immediate right to re-enter and repossess said premises.**

Therefore, CCAA has title to the land subject to a reversionary interest in Charlotte County. That reverter provision, coupled with the right of reentry and possession as stated therein, creates in CCAA "a title as an estate on condition subsequent," the occurrence of which terminates

the entire estate of the CCAA. *Finchum v. Vogel*, 194 So.2d 49 (Fla. 4th DCA 1966) (attached). That renders the CCAA's title unmarketable. FLORIDA REAL PROPERTY TITLE EXAMINATION AND INSURANCE, section 3.15 (attached). Thus, CCAA cannot make the representations required by Section 5.A. of the Agreement or provide the joinder, consent and subordination required by Section 6.B. without the joinder, consent and participation of Charlotte County.

Charlotte County owned the land and conveyed it to CCAA solely for "public airport purposes" and retained all other rights. Upon the violation of that purpose, title automatically reverts to the County which can then reenter it and possess it as against all other claims against the property inferior to the 1969 deed. Unless the County joins in and consents to the Agreement and subordinates its reversionary interest to the Agreement, the City's rights pursuant to the Agreement would be inferior to the County's rights granted by the Agreement which therefore could be extinguished, likely through judicial action.

Additionally, CCAA's enabling legislation under Committee Substitute for House Bill No. 1345 (attached) has similar language. Section 19 thereof states as follows:

> **If for any reason, the authority shall terminate, be terminated, or cease operation or existence for any cause or reason, then, upon such termination or cessation, title to all property, real, personal or mixed, tangible or intangible of whatever kind, and wheresoever located, shall immediately vest in the county, which by and through the board, is hereby authorized to exercise any and all powers herein granted to the authority for the purposes herein expressed.**

This statutory reversionary interest in Charlotte County would also be superior to the Agreement and cannot be waived by Charlotte County should it desire to do so. Such modification could only be made by legislative act.

If you have any questions, please do not hesitate to contact me.

Sincerely yours,

Jack O. Hackett II
For the Firm

JOH/jmj
Enclosures

cc: Darol H.M. Carr, Esq. by email

043466.0115 (4897-9186-3079)

farr100.com

Prepared by: R. Kurt Berlin,
County Attorney,
P. O. Box 127
Englewood, Florida 33533

RECORDED IN OFFICIAL RECORDS BOOK 326 PAGE 718

D E E D

THIS DEED, Made this 21st day of October, 1969, by CHARLOTTE COUNTY, FLORIDA, a political subdivision of the State of Florida, party of the first part, and CHARLOTTE COUNTY DEVELOPMENT COMMISSION, a public body corporate, party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars ($10.00), and other valuable consideration, to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the following described land lying and being in Charlotte County, Florida:

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J. T. LAWHORNE
CLERK OF CIRCUIT COURT
CHARLOTTE COUNTY, FLORIDA

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The S½ and the S½ of the N½ of Section 10; the SW¼, the W½ of the SE¼, the S½ of the NW¼ and the SW¼ of the NE¼ of Section 11; the W½ of the SW¼, the NW¼ of Section 14; all Section 15; all being in Township 41 South, Range 23 East, Charlotte County, Florida.

LESS AND EXCEPT a certain rectangular parcel of land 150 ft. by 250 ft. lying in Section 15, Township 41 South, Range 23 East, Charlotte County, Florida, and being more particularly described as follows: Take for a point of reference the SE corner of the aforesaid Sec. 15, Twp. 41S, Rge. 23E; go thence S 87° 17' 14" W along the S line of said Sec. 15, 2283.45 ft. to a point; go thence N 28° 17' 51" E 3523.28 ft. to the point of intersection of the centerlines of runways "No. 30" and "No. 330"; go thence N 31° 42' 09" W along the centerline of runway "No. 330" 1043.35 ft. to a point; go thence S 58° 17' 51" W 1254.61 ft. to a point; go thence N 31° 44' 09" W along the centerline of the street 255 ft. to the Point of Beginning; continue along the same line 150 ft. to a point; go thence S 58° 15' 51" W 250 ft. to a point; go thence S 31° 44' 09" E 150 ft. to a point; go thence N 58° 15' 51" E 250 ft. to the Point of Beginning, all less right-of-way of existing street. Being the same land conveyed by Charlotte

County, Florida to Charlotte County Development Commission by deed dated October 6, 1964 and recorded in O. R. Book 191, Page 525, Public Records of Charlotte County, Florida.

ALSO, LESS AND EXCEPT a certain parcel of land lying in Section 15, Township 41 South, Range 23 East in Charlotte County, Florida, and being more particularly described as follows: Take for a Point of Beginning the NW corner of said Sec. 15; go thence S 0° 16' 30" E along the W line of Sec. 15, 5393.26 ft. to the SW corner thereof; go thence N 87° 17' 10" E along the S line of Sec. 15, 2194.46 ft. to a point; go thence N 28° 17' 51" E 1078.16 ft. to a point in the centerline of the County Road; go thence N 2° 37' 50" W along said centerline 2207.39 ft. to a PI with the centerline of a street; go thence N 57° 21' 40" E along said centerline 590.91 ft. to a PI with the centerline of a street; go thence N 32° 38' 20" W along said centerline 157 ft. to a point; go thence N 57° 21' 40" E 330.69 ft. to a point; go thence N 32° 38' 20" W 358.15 ft. to a point; go thence S 57° 21' 40" W 830.10 ft. to a PI with the centerline of the County Road; go thence N 32° 38' 20" W along said centerline 1029.23 ft. to a point; go thence N 57° 21' 10" E 225 ft. to a point; go thence N 32° 38' 20" W 225 ft. to a PI with the "Airport Road"; go thence along the center of said "Airport Road" through the following courses to the Point of Beginning: S 57° 21' 10" W 349.72 ft.; N 70° 46' 50" W 527.31 ft.; N 65° 58' 50" W 358.20 ft.; N 63° 41' 20" W 342.75 ft.; N 51° 33' 50" W 422.02 ft.; S 86° 14' W 82.03 ft., Parcel contains 284.568 acres, more or less. Being the same land conveyed by Charlotte County, Florida to Charlotte County Development Commission by deed dated October 19, 1965 and recorded in O. R. Book 214, Page 206, Public Records of Charlotte County, Florida.

Subject to Restrictions, Reservations and Easements of record and existing leases.

Said conveyance is made upon the express condition that if all or any portion of the above described property shall be sold or conveyed or shall be used for other than public airport purposes, title to said property or portion thereof shall automatically revert to the Party of the First Part, its successors or assigns, together with immediate right to re-enter and repossess said premises.

By the acceptance of this Deed or any rights hereunder, the said party of the second part assumes all the obligations imposed upon the party of the first part by a certain Quit Claim Deed between the United States of America as Grantor and the County of Charlotte, a political subdivision of the State of Florida, as Grantee, executed April 20, 1948 and recorded in Deed Book 44,

Page 394, Public Records of Charlotte County, Florida, except as such obligations were released by a certain Deed of Release executed January 25, 1962 by the United States of America acting by and through the Chief Airports Division, Federal Aviation Agency, Southwest Region and recorded in O. R. Book 124, Page 116, Public Records of Charlotte County, Florida.

Provided, further, that by acceptance of this Instrument or any rights hereunder, the said party of the second part, for itself, its successors and assigns, agrees that the property transferred hereunder shall be subject to the restrictions of and party of the second part assumes the obligations of Charlotte County under a certain agreement entered into by and between the United States of America and Charlotte County on or about the 23rd day of April, 1947, recorded in County Commissioners' Minute Book 2, Page 481 of the Records of Charlotte County, Florida, except as released by a certain Deed of Release made by the United States of America acting and by and through the Chief Airports Division, Federal Avaition Agency, Southwest Region on the 25th day of January, 1962 and recorded in O. R. Book 124, Page 115, Public Records of Charlotte County, Florida.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board, the day and year aforesaid.

CHARLOTTE COUNTY, FLORIDA
By its Board of County Commissioners
By: William A. Shurtleff
Chairman

ATTEST:
J. T. Lawhorne, Clerk

(SEAL)

194 So.2d 49 (1966)

John R. FINCHUM, Sr., and Mary L. Finchum, His Wife, Clifford V. Finchum and Frances Finchum, His Wife, Finchum Brothers, Inc., and Bank of South Brevard, Appellants,

v.

Edward J. VOGEL and Lorraine C. Vogel, His Wife, Oscar J. Jutzl, Sr., and Anna M. Jutzl, His Wife, J.T. Litteral and Elizabeth Litteral, His Wife, On Behalf of Themselves and All Others Similarly Situated, Appellees.

No. 163.

District Court of Appeal of Florida. Fourth District.

December 30, 1966.
Rehearing Denied February 7, 1967.

[50] Romeo A. Amari, of Moore & Amari, Cocoa Beach, for appellants-Finchum.

Ralph Geilich, of Williams & Geilich, Melbourne, for appellant-Bank of South Brevard.

Elting L. Storms and Eric W. Pappas, Storms, Pappas & Krasny, Melbourne, for appellees.

[51] PER CURIAM.

This appeal is taken from a mandatory injunction ordering the appellants-defendants to either tear down two commercial buildings or to convert the same to residential purposes. The appellees-plaintiffs brought a class suit seeking an injunction against the defendants to restrain the construction of a building alleging it to be in violation of restrictive covenants applicable to all of the property in the subdivision where the buildings were being constructed. Plaintiffs were the owners of certain lots in the subdivision and the defendants, Finchum, were the owners of one lot in the subdivision on which the defendant bank held a mortgage. The property was used by the remaining defendant. The interests of all of the parties were derived from a common source, the corporate subdivider who caused a plat of the subdivision to be recorded. On the face of the plat under a heading "Restrictions" appeared several paragraphs the most pertinent ones being:

> "1. But one residence or guest house or both shall be erected or placed upon said lot, with the guest house to be placed upon the rear of the said lot, and such buildings shall never be used or occupied for any purpose except that of private residence exclusively; nor shall any part or portion thereof ever be used or occupied except solely as a residence; nor shall such buildings be arranged or ever used or occupied as flats; nor shall said real estate parcel or any part thereof ever be used or occupied for trade, business, or any commercial activities or kind whatever.
>
> "* * *
>
> "5. No trailer, tent, shack, garage or barn or out-building or structure of any kind shall be erected or placed upon the property to be used as a temporary or permanent residence, nor shall any residence building of temporary character be permitted, except upon such areas designated by the seller.
>
> "6. No building shall be erected that is detrimental to the purposes of residence for which this and all other property in the said plan is intended, nor shall the premises be used so as to cause noxious or obnoxious fumes or odors and any other circumstances. No livestock, animals or poultry shall be kept closer than 75 feet from any other residence. The property shall not be used for purposes of junk yards, wrecking or dismantling, storage of materials or similar purposes."

The "Restrictions" then concluded with the following paragraph:

> "* * * Provided, further, that a breach of any of the foregoing conditions shall cause said premises to revert to the seller, its successors or assigns, each of whom shall respectfully have the right of re-entry and possession upon said premises in the event of any such breach. * * *"

All of the foregoing was further specified in the muniments of title under which all of the parties claim. The testimony clearly established that the defendants erected the two buildings on their lot in the subdivision and that one is used as an office and the other as a warehouse all contrary to the restrictions. The court entered the final decree appealed ordering the defendants to remove said buildings or to convert them into residential structures.

Prior to consideration of the merits we dispose of a procedural question. The appellees have included in their appendix a document purporting to be a release executed by the corporate subdivider of their right of the reverter provision above quoted. The appellants have filed a motion to strike this document from appellees' appendix. This document is not shown to have been offered, received or in any way made a part of the trial record. We strike the document from the appellees' appendix and it has not entered into our consideration of the issues presented on appeal.

52 *52 We find that we need consider only appellants' first point on appeal which is:

> "Where the covenantor reserves the right to enlarge or modify the covenants in certain respects or reserves the right of reverter unto itself can subsequent grantees of lots in the subdivision enforce the said covenants as against other lot owners [subsequent grantees of lots in the same subdivision]?"

As a general rule a reservation by the common grantor of a general power to dispense with restrictions precludes one owner from enforcing the restrictions as against another owner where all the property is encumbered with the same restrictions even though the dispensing power of the grantor has not been exercised. The theory is that in such an event the reservation of the power to modify negates a finding of a uniform plan of development from which the mutuality of right of enforcement among grantees from the common grantor might otherwise arise. 20 Am.Jur.2d, Covenants, § 178, and Annotation, 19 A.L.R.2d 1274. We note here, however, that the only reservation of the right to enlarge or modify is contained in paragraph 5 and we find that this reservation standing alone does not constitute a general reservation of power which is of itself of such magnitude as to come within the general rule. A reservation of the right to enlarge or modify only minor or incidental covenants is not tantamount to a general reservation of power. Many specific examples are set forth in the annotation, supra.

In addition to the very limited right to modify the covenants, all of the conveyances, after again reciting the "restrictions", conclude with the paragraph declaring that any breach of the conditions shall cause the premises to revert to the seller with right of reentry and possession. This reverter provision changes the entire character of the "restrictions" so that in fact each of the grantees received title as an estate on condition subsequent. Seitter v. Riverside Academy, 1940, 144 Fla. 69, 197 So. 764; See 26 C.J.S. Deeds § 141d; Annotation, 142 A.L.R. 197. In such an estate the occurrence of the condition subsequent coupled with reentry terminates the entire estate of the grantee. The so-called "restrictions" are therefore by virtue of the reverter provision a limitation of the estate conveyed by the grantor. The possibility of reverter on a condition subsequent is a personal right reserved to the grantor which may be enforced only by the grantor, its successors or assigns. 4A Thompson on Real Property, Future Interests, § 1980. It therefore necessarily follows that these so-called "restrictions" may not be construed as covenants for the benefit of all grantees from the common grantor, and no grantee has any rights against any other grantee by way of enforcement which they would have in the absence of a reservation of a general power to modify and in the absence of a provision for reverter having the effect of a condition subsequent. Both of these elements were absent in Batman v. Creighton, Fla.App. 1958, 101 So.2d 587, and Wahrendorff v. Moore, Fla. 1957, 93 So.2d 720. These decisions merely hold that restrictions recited on a plat are valid and binding notice to subsequent purchasers who accept conveyances based on the plat and that grantees from the common subdivider grantor have the right to enforce the subdivision restrictive covenants, but neither deals with a reservation of power or provision for reverter. While we apply these decisions the foregoing additional facts produce an ultimate opposite result.

Finding as we do that the plaintiffs do not have any rights to enforce the "restrictions" the final decree is reversed with directions to dismiss the complaint.

SMITH, C.J., ANDREWS, J. and ODOM, ARCHIE M., Associate Judge, concur.

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attorney must determine who presently holds title to the realty and must analyze carefully how the title was derived. The attorney must also determine all other matters that affect the title, such as liens, encumbrances, restrictive covenants, and easements. From this examination, the attorney gives the client a title commitment. If there are defects in the title, the attorney should be able to advise the client on what steps must be taken to clear the defects. See §3.13.

In recent years, most attorneys have provided their clients with title insurance commitments and policies because attorneys appreciate the protection afforded their clients by a title policy. Also, title insurance companies have solicited attorneys to become agents and to issue title insurance commitments and policies on behalf of the title insurance company.

The examiner should devise some consistent, methodical scheme to follow in every examination of title. Suggestions as to the mechanics of an examination are set out in §§3.27–3.39.

2. [§3.15] Classification Of Title As Marketable Or Insurable

The Florida Supreme Court in *Winkler v. Neilinger*, 153 Fla. 288, 14 So.2d 403, 404 (1943), defined a marketable title as "one free from reasonable doubt in law or fact as to its validity." Possibly a more practical definition is that a marketable title is one that can be defended and upheld in court. In *Bailey v. First Mortgage Corp. of Boca Raton*, 478 So.2d 502 (Fla. 1st DCA 1985), the court held that a good or marketable title is one that is free and clear from reasonable doubt as to any question of law or fact necessary to sustain its validity. See also §2.4 of this manual.

A marketable title may rest partly in parol and unless a contract calls for a good and marketable title of record, the obligation may be discharged by the conveyance of a title "resting partly in parol, but free from doubt upon questions of both law and fact." *Adams v. Whittle*, 101 Fla. 705, 135 So. 152, 155 (1931). If the contract calls for a marketable title of record, however, that obligation is not met unless the title information shows affirmatively that the vendor has a marketable title of record free from reasonable doubt in law and fact as to its validity. *Alexander v. Cleveland*, 79 So.2d 852 (Fla. 1955); *Allen v. Bowman*, 152 Fla. 325, 10 So.2d 905 (1943).

Before June 25, 1986, the question whether a title was insurable could be determined only by the willingness of a responsible title insurer to insure the title. This did not mean that the title was marketable or that it was free from doubt. It merely meant that the insurer was willing to insure against any risk that may have existed. The insurer could do so as an underwriting risk subject to the policy limits.

In *Van Arsdale v. Dimil Land Co.*, 325 So.2d 471, 473 (Fla. 4th DCA 1975), the court held that, although the seller agreed to furnish title "insurable in the usual form subject to easements and restrictions common to the subdivision," a buyer's refusal to accept title because it was subject to certain oil and mineral rights in favor of the Board of Trustees of the Internal Improvement Trust Fund was not proper. The property was open acreage, but the surrounding property was also subject to the same mineral rights and those rights, being based on statute, became part of the sale-purchase contract "as if they were expressly referred to and incorporated therein." *Id.* at 472.

Affidavits regarding title matters, without other competent evidence, do not make a title "good, marketable and insurable." *Kasser v. Ke*, 282 So.2d 4 (Fla. 3d DCA 1973).

Building and other use restrictions may render a title "unmarketable," depending on the circumstances surrounding each transaction. Building restrictions limiting the use of the property to residential purposes would not render the title unmarketable as property to be used for residential purposes, but might render it unmarketable for use for business or commercial purposes. See *Allen.*

Any restriction on the use of property, if accompanied by a clause providing that the title will revert in the event of violation of the restriction, renders the title unmarketable.

Encroachments may or may not render a title unmarketable, depending on the circumstances of each case. See FLORIDA REAL PROPERTY SALES TRANSACTIONS Chapter 9 (Fla. Bar CLE 4th ed. 2004).

The title insurance industry has also added some degree of certainty to the definition of "marketable title." The current title insurance policy forms approved by the Florida Department of Financial Services, Office of Insurance Regulation, and used by Florida title insurers, change the definition of marketability for title insurance purposes. Rather than leaving

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3. Notice

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the determination of what is "marketable" to the courts, the revised owner's form defines unmarketability as "an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title."

A similar definition of unmarketability is contained in the current loan policy. It provides for the possibility of a release from the obligation to purchase the insured mortgage because of the inability to deliver a marketable title. Although this definition of marketability is for title insurance purposes and does not have the weight of law, it nonetheless appears to be a useful definition for attorneys when determining what constitutes marketable title. Furthermore, it does have some weight of authority as a reasoned definition of marketability.

3. Notice

a. [§3.16] In General

Notice generally is classified as actual or constructive. Actual notice is express or implied knowledge. Constructive notice arises from matters of record, possession, or facts imposing a duty to make inquiry. See *Sapp v. Warner*, 105 Fla. 245, 141 So. 124 (1932).

Actual notice includes matters that a person has express knowledge of and matters implied because of information obtained by one's agent. Although an agency relationship may not be presumed, if it exists, a person must use maximum effort to discover what the agent has learned.

Parties are charged with constructive notice of all documents correctly recorded and with implied actual notice of any item the party should have come across if it had made a title search. *Yaist v. United States*, 656 F.2d 616 (Ct.Cl. 1981). See also *Lassiter v. Curtiss-Bright Co.*, 129 Fla. 728, 177 So. 201 (1937).

Florida has a "notice" type recording act. *F.S.* 695.01. Its object is to protect bona fide purchasers without actual notice against previous unrecorded instruments. It does not protect bona fide purchasers without notice against void or forged instruments, falsified records, indexing and recording errors, or facts disclosed by an inspection and survey of the property. The Act also does not protect a purchaser against claims not on the record title but of which the purchaser is on notice.

CHAPTER 2011-263

Committee Substitute for House Bill No. 1345

An act relating to the Charlotte County Airport Authority, Charlotte County; amending chapter 98-508, Laws of Florida, as amended; revising various provisions of the Charlotte County Airport Authority Act; revising definitions; expanding the purpose of the authority; revising provisions relating to members, officers, compensation, and meetings; revising powers of the authority; revising requirements for the expenditure of funds; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Sections 2 through 19 of section 2 of chapter 98-508, Law of Florida, as amended by chapter 2004-405, Laws of Florida, are amended to read:

Section 2. Definitions.—As used in this act, the following words and terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

(1) "Authority" means the authority created by this act or, if such authority shall be abolished, the board, body, or commission succeeding to the principal functions thereof or to whom the powers given by this act to the authority shall be given by law.

(2) "Area" means the territorial limits within which the Charlotte County Airport Authority shall operate, the boundaries of which shall be coextensive with Charlotte County.

(3) "Project" means and includes the acquisition of lands or any interest therein or improvements thereon, personal property of any nature or description, intangible personal property, or buildings, structures, or other improvements or facilities or any portion thereof or any interest therein, for the development, expansion, and promotion of the airports, ~~Charlotte County Airport, and~~ commerce parks, facilities, or real estate owned, operated, or managed by the Charlotte County Airport Authority ~~Park~~ and the construction or acquisition of buildings, plants, industrial parks, or areas and any and all facilities relating to the development of industry, commerce, recreation, agriculture, or the natural resources of the Charlotte County Airport Authority for the purpose of selling, leasing, or renting such buildings, parks, areas, or facilities owned by the Charlotte County Airport Authority to public or private corporations, persons, or firms.

(4) "Cost of project" embraces the cost of construction, the cost of all lands, properties, easements, rights, and franchises acquired, the cost of machinery and equipment, financing charges, interest prior to and during construction, cost of engineering, architectural, and legal expense, and plans

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and specifications and other expenses necessary or incident to determining the feasibility or practicability of the project, administrative expenses, and such other expenses as may be necessary or incident to the financing herein authorized for the construction of any project and placing the same in operation.

(5) "Airport facilities" means airport facilities of all kinds, including, but not limited to, landing fields; runways; taxiways; hangars; shops; restaurants and catering facilities; terminals; buildings; parking facilities and all other facilities necessary or desirable for the landing, taking off, operating, servicing, repairing, and parking of aircraft; fuel farms; self-service fueling areas; facilities necessary for the unloading and handling of passengers, mail, express, and freight; and facilities for the accommodation, convenience, and comfort of passengers and pilots, together with related transportation facilities; and all necessary appurtenances, machinery, and equipment, and all lands, properties, rights, easements, and franchises relating thereto and considered necessary or convenient by the authority in connection therewith.

Section 3. Authority, creation and purpose.—For the purpose of performing such acts as shall be necessary for the management, operation, maintenance, planning, and development of the airports, commerce parks, facilities, or real estate owned, operated, or managed by the Charlotte County Airport Authority, there is hereby created and established, as an agency of Charlotte County, a public body corporate to be known as the "Charlotte County Airport Authority," hereinafter referred to as "authority" and the exercise by the authority of any of the powers conferred upon it by this act shall be deemed and held to be an essential and proper function of the county. The Charlotte County Airport Authority is an independent special district pursuant to chapter 189, Florida Statutes.

Section 4. Membership, appointment term of office.—The authority shall be composed of five members, one from each Charlotte County commission district elected as prescribed in this section. At each general election, the members of the authority shall be elected for a term of 4 years, and shall take office immediately upon election. Election of members of the authority shall be as prescribed by the general election laws of Florida.

Section 5. Vacancies.—Each member of the authority shall hold office until his or her successor has been appointed and has qualified. A vacancy occurring during a term of an appointed or elected member shall be filled only for the balance of the unexpired term, such appointments to be made by the Governor.

Section 6. Chairperson, vice chairperson, ~~Chair, vice-chair,~~ secretary-treasurer, and assistant secretary-treasurer.—The authority shall elect from its membership a chairperson and vice chairperson ~~chair and vice-chair~~ to serve in the absence or disqualification of the chairperson ~~chair~~, both to hold office at the will of the authority. The authority shall further elect from its membership a secretary-treasurer for the authority and assistant secretary-

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

treasurer to serve in the absence or disqualification of the secretary-treasurer.

Section 7. Qualification of members.—Upon the effective date of the appointment or election of each member of the authority, or as soon thereafter as practicable, each member shall enter upon his or her duties, but before doing so, such member shall take an oath to faithfully perform the duties of office ~~and file the same with the Clerk of the Circuit Court,~~ and shall execute a public official bond in the penal sum of $100,000 payable to the authority and conditioned upon the faithful performance of the duties of his or her office~~, which bond shall be approved by the Clerk of the Circuit Court~~. The cost of the premium on all such bonds shall be paid by the authority and shall be included in its cost of operation.

Section 8. Compensation; travel expenses.—The maximum amount of remuneration ~~compensation~~ which may be paid to a member of the authority annually is $7,500. The members of the authority by majority vote shall set their annual salary, which may be no more than the maximum set forth above. In addition, the authority shall set by resolution per diem for expenses incurred by authority members and staff to be reimbursed pursuant to section 166.021(10), Florida Statutes, or in accordance with section 112.061(14), Florida Statutes.

Section 9. Quorum; transaction of business.—A majority of the membership shall constitute a quorum for all purposes, and no vacancy in the authority shall impair the right of a quorum of the authority to exercise all of the rights and perform all of the duties of the authority. The authority may meet at such times and places designated by it but shall hold regular meetings as necessary and generally ~~at least~~ once each month unless canceled by emergency, ~~or~~ majority vote, or by consensus of the authority members. Emergency meetings may be called upon the call of the chair or any three members of the authority.

Section 10. Powers.—The authority shall have these specific powers, in addition to other powers otherwise conferred:

(1) To sue and be sued, implead and be impleaded, complain, and defend in all courts.

(2) To adopt, use, and alter at will, a corporate seal.

(3) To select and appoint agents and employees, including engineers, architects, builders, and attorneys, and to fix their compensation.

(4) To borrow money, incur debt, and issue bonds, notes (including bond anticipation notes), certificates, or any other instruments of indebtedness for any lawful purpose that promotes, enhances, or otherwise furthers the purposes of the authority, including, but not limited to, financing the cost of any project, capitalizing interest, funding any reserves, refunding or refinancing any existing indebtedness, and paying costs and expenses

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

associated with such indebtedness. Any such indebtedness may be secured by any revenue source or in any manner as is allowable under applicable law. No general obligation bonds may be issued by the authority unless the Florida Constitution and all other applicable laws regarding the issuance of general obligation bonds are satisfied, including, but not limited to, approval by a majority of the electorate of Charlotte County, which cast votes in a duly held bond referendum. For purposes of this section, the term "bonds" shall include all forms or instruments of indebtedness. The bonds may be issued as serial bonds or as term bonds or both. The authority may issue capital appreciation bonds or variable rate bonds. Any bonds must be authorized by resolution of the governing body of the authority and bear the date or dates; mature at the time or times, not exceeding 40 years after their respective dates; bear interest at the rate or rates; be payable at the time or times; be in the denomination; be in the form; carry the registration privileges; be executed in the manner; be payable from the sources and in the medium or payment and at the place; and be subject to the terms for redemption, including redemption prior to maturity, as the resolution may provide. If any officer whose signature, or a facsimile of whose signature, appears on any bonds ceases to be an officer before the delivery of the bonds, the signature or facsimile is valid and sufficient for all purposes as if he or she had remained in office until the delivery. The bonds may be sold at public or private sale, competitively or negotiated, for such price as the governing body of the authority shall determine. Pending preparation of the definitive bonds, the authority may issue interim certificates, which shall be exchanged for the definitive bonds. The bonds may be secured by resolution, indenture of trust, or trust agreement. In addition, the governing body of the authority may delegate to an officer, official, or agent of the authority, as the governing body of the authority may select, the power to determine the time; manner of sale, public or private, competitive or negotiated; maturities; rate of interest, which may be fixed or may vary at the time and in accordance with a specified formula or method of determination; and other terms and conditions as may be deemed appropriate by the officer, official, or agent so designated by the governing body of the authority. However, the amount and maturity of the bonds and the interest rate of the bonds must be within the limits prescribed by the governing body of the authority and its resolution delegating to an officer, official, or agent the power to authorize the issuance and sale of the bonds. Bonds, notes, or other obligations issued hereunder may be validated as provided in chapter 75, Florida Statutes. The complaint in any action to validate the bonds, notes, or other obligations must be filed only in the Circuit Court for Charlotte County. Section 75.04(2), Florida Statutes, does not apply to a complaint for validation brought by the authority. The bonds of the authority, their transfer, and the income therefrom, including any profits made on the sale thereof, are at all times free from taxation of any kind by the state or by any political subdivision or other agency or instrumentality thereof. The exemption granted in this subsection is not applicable to any tax imposed by chapter 220, Florida Statutes, on interest, income, or profits on debt obligations owned.

(5) To construct, acquire, establish, improve, extend, enlarge, reconstruct, reequip, maintain, repair, and operate any project as herein defined.

(6) To acquire for any project authorized by this act by grant, purchase, gift, devise, condemnation by eminent domain proceedings, exchange or in any other manner, all property, real or personal, or any estate or interest therein, upon such terms and conditions as the authority shall by resolution fix and determine. The right of eminent domain herein conferred shall be exercised by the authority in the manner provided by law.

(7) To enter into joint arrangements with other transportation lines, or any common carrier, if the authority shall deem it advantageous to do so.

(8) To make and enter into all contracts and agreements and to do and perform all acts and deeds necessary and incidental to the performance of its duties and the exercise of its powers; to make and execute leases or agreements for the use and occupation of the property and projects under its control on such terms, conditions, and period of time as the authority may determine, and to sell and dispose of such property and projects as shall no longer be needed for the uses and purposes of the authority on such terms and conditions as shall be prescribed by resolution of the authority.

(9) To the extent permitted by law, to fix, regulate, and collect rates and charges for the services and facilities furnished by any project under its control, to establish, limit, and control the use of any project as may be deemed necessary to ensure the proper operation of the project; to impose sanctions to promote and enforce compliance with any rule or regulation which the authority may adopt in the regulation of the projects under its control.

(10) To fix the rates of warehousing, storage, and terminal charges for the use of the airport facilities of any airports, commerce parks, facilities, or real estate under authority control ~~the Charlotte County Airport~~.

(11) To fix the rates and collect those rents on the land and buildings owned by the authority in accordance with Federal Aviation Administration regulations ~~of the Federal Aviation Administration~~.

(12) To solicit all business and do all things necessary or advisable to promote commerce and increase activity of any airports, commerce parks, facilities, or real estate under authority control ~~at the Charlotte County Airport~~.

(13) To receive and accept from any federal or state agency, grants for, or in aid of, the construction, improvement, or operation of any project and to receive and accept contributions from any source of either money, property, labor, or other things of value.

(14) To make any and all applications required by the treasury department and other departments or agencies of the United States government as a condition precedent to the establishment within the county of a free port,

foreign trade zone, or area for the reception from foreign countries of articles of commerce and to expedite and encourage foreign commerce, and the handling, processing, and delivery thereof into foreign commerce free from the payment of custom duties and to enter into any agreements required by such departments or agencies in connection therewith and to make like applications and agreements with respect to the establishment within said county of one or more bonded warehouses.

(15) To enter into any contract with the State of Florida, the government of the United States, or any agency of said governments which may be necessary in order to produce assistance, appropriations, and aid for the construction, enlargement, or improvement of any airports, commerce parks, facilities, or real estate under authority control ~~the Charlotte County Airport~~.

(16) To make or cause to be made such surveys, investigations, studies, borings, maps, plans, drawings, and estimates of cost and revenues as it may deem necessary and may prepare and adopt a comprehensive plan or plans, for the location, construction, improvement, and development of any project.

(17) To grant nonexclusive franchise to persons, firms, or corporations for the operation of aeronautical and nonaeronautical leases and other concessions in, on, and in connection with, any project owned and operated by the authority. In granting such franchise, it shall be the duty of the authority to investigate and consider the qualifications and ability of the lessee or concessionaires to provide or perform the contemplated services for the public using the facilities and the revenues which will be derived therefrom by the authority and to exercise sound prudent business judgment on behalf of the authority with respect thereto, calling for bids when practicable and when the interests of the public will best be served by such action.

(18) To enter into contracts with utility companies or others for the supplying by said utility companies or others of water, sewer, electricity, and/or telephone service to or in connection with any project or to own, lease, construct, and maintain any or all utilities, including the supplying of gas, water, electricity, sewer, telephone, or other services reasonably related to such utilities.

(19) To pledge by resolution or contract the revenues arising from the operation of any project or projects owned and operated by the authority to the payment of the cost of operation, maintenance, repair, improvement, extension, and/or enlargement of the project or projects from the operation of which such revenues are received and for the payment of principal and interest on bonds issued in connection with any such project or projects constructed or acquired by the authority under the provisions of this act. In any such case the authority may adopt separate budgets for the operation of such project or projects. In every such case such revenues shall be expended exclusively for the payment of the costs of operation, maintenance, repair, improvement, extension, and enlargement of the project or projects from the operation of which such revenues arise, for the performance of the authority's

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contracts in connection with such project or projects, and for the payment of principal and interest requirements of any bond issued in connection with the project or projects. Any surplus of such funds remaining on hand at the end of any year shall be carried forward and may be expended in the succeeding year for the payment of the costs of operation of such project or projects or for the repair, , and/or extension thereof as the authority may determine, unless such surplus has been pledged for the payment of principal and interest on bonds, as authorized hereunder, in which event any such surplus shall be applied in accordance with the resolution pledging same.

(20) To provide for the manual execution of any instrument on behalf of the authority by the signature of the chairperson or vice chairperson of the authority and attested by the secretary-treasurer or, in his or her absence, by the assistant secretary-treasurer or, if delegated by the members to do so, the executive director or any other authority personnel to whom authority has been delegated, or by their facsimile signature in accordance with the Uniform Facsimile Signature of Public Officials Act.

(21)~~(20)~~ To do all other acts and things necessary or proper in the exercise of the powers herein granted.

Section 11. Power to levy taxes.—

(1)~~(a)~~ It shall be the duty of the Board of County Commissioners of Charlotte County to levy an annual tax on all taxable real and personal property in such county in an amount to be fixed by said authority and certified to said board, sufficient to meet the sinking fund requirement for the payment of the interest and principal on any general obligation bonds issued by the authority as the same shall become due, which amount, however, shall not exceed .75 mill. This levy shall be in addition to the annual levy hereinafter specified for development and authority purposes.

(2)~~(b)~~ For the payment of the principal of the interest on any general obligation bonds of the authority issued under the provisions of this act, the Board of County Commissioners of Charlotte County shall levy annually in the manner hereinafter provided a tax upon all taxable real and personal property within the county, subject to the limitations prescribed above, sufficient to pay such principal and interest as the same respectively become due and payable and the proceeds of all such taxes shall when collected and received by the authority be paid into a special fund and used for no other purpose than the payment of such principal and interest; however, there may be pledged to the payment of such principal and interest the surplus of the revenues of the project or projects, after payment of the costs of operation, maintenance, and repair thereof.

(3)~~(c)~~ The levy, collection, and expenditure of such taxes are hereby declared to be for a lawful county purpose.

(4)~~(d)~~ The tax collector of Charlotte County shall, as and when collected, remit all moneys collected under the taxes hereby authorized to the authority

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which shall deposit the same in a bank or banks qualified as depositories of public funds to be designated by such authority. Certified copies of tax resolutions executed in the name of the authority by its chairperson ~~chair~~, and attested by its secretary, under its corporate seal, shall immediately be delivered to the Board of County Commissioners of Charlotte County.

(5)~~(e)~~ The property appraiser, tax collector, and Board of County Commissioners of Charlotte County, shall, when requested by the authority, prepare from their official records and deliver to the authority any and all information that may be requested at any time regarding the tax valuations, levies, assessments, or collections in such county.

Section 12. Bonds eligible for legal investment.—Notwithstanding any provisions of any other law or laws to the contrary, all revenue bonds, general obligation bonds, or any combination of general obligation or revenue bonds, including refunding bonds, issued pursuant to this act shall constitute legal investments for savings banks, banks, unit companies, executors, administrators, trustees, guardians, and other fiduciaries, and for any board, body, agency, or instrumentality of the state or of any county, municipality, or other political subdivision of the state; and shall be eligible as security for deposits of state, county, municipal, and other public funds.

Section 13. Declaration of purpose.—The authority created by this act and the purposes which it is intended to serve are hereby found to be for a county and public purpose.

Section 14. Transfer of city and county projects.—The County of Charlotte or any municipality or any other person, firm, or corporation, is empowered and authorized to sell, lease, lend, grant, or convey to the authority, any real, or personal property, or any interest therein, with or without consideration, which might be used by the authority in the discharge of any of the powers or privileges granted by law. The County of Charlotte or any municipality therein or any other person, firm, or corporation, is further authorized to transfer, assign, and set over to the authority any contract or contracts, leases, mortgages, or other agreements heretofore made or executed by such county, city, or other person, with or without consideration. The County of Charlotte and all incorporated cities therein are expressly authorized to contract with the authority for any purpose authorized by the provision of this act.

Section 15. Taxation of Airport Authority Property.—The authority shall not be required to pay any taxes or assessments of any kind or nature whatsoever upon property belonging to the said authority.

Section 16. Annual audit.—The books and records of the authority shall be audited at least annually, at the expense of the authority, by a certified public accountant. The authority shall furnish a copy of the audit report to the Board of County Commissioners annually, and such audit shall be in lieu of any further audit required by any general or special law.

Section 17. Expenditure of funds.—Moneys of the authority shall be deemed to be trust funds to be held and applied solely for the purposes authorized by law. The authority is authorized to receive moneys in its name, and all moneys drawn from the depository shall be upon checks, or wire transfers, electronic transfers, ACH transfers, or other legal and customary means issued by the authority, and the checks so drawn shall be signed by the chairperson or vice chairperson ~~chair or vice-chair~~ of the authority and attested by the secretary-treasurer or, in his or her absence, by the assistant secretary-treasurer or, if delegated by the members to do so, the executive director or any other authority personnel to whom authority has been delegated, or by their facsimile signature in accordance with the Uniform Facsimile Signature of Public Officials Act, and the seal of the authority shall be affixed or printed thereon.

Section 18. Acquisition or disposal of property.—Contracts may be let by the authority for the construction of any building or other facility, or the acquisition of any real or personal property, or the purchase of any goods, supplies, materials, or services for authority purposes on such terms and subject to such conditions as the authority shall determine to be in the best interests of the authority. The authority is expressly authorized to sell and convey any property, real or personal, belonging to the authority, whenever the authority shall determine that it is in the best interests of the authority to do so in accordance with FAA requirements and guidelines. The authority shall, by resolution, fix and determine rules and regulations relating to advertisement for bids, manner of bidding, and a maximum amount below which same would not be required. The authority may cooperate with the state, county, or any other governmental agency for the purchase of such goods, supplies, or materials on such terms and subject to such conditions as the authority shall determine to be in the best interests of the authority.

Section 19. Termination of authority.—If for any reason, the authority shall terminate, be terminated, or cease operation or existence for any cause or reason, then, upon such termination or cessation, title to all property, real, personal or mixed, tangible or intangible of whatever kind, and wheresoever located, shall immediately vest in the county, which by and through the board, is hereby authorized to exercise any and all powers herein granted to the authority for the purposes herein expressed.

Section 2. This act shall take effect upon becoming a law.

Approved by the Governor June 21, 2011.

Filed in Office Secretary of State June 21, 2011.

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RECEIVED

JAN 27 2025

sent→CM 1/28/25 rm

Initial: AS

SECTION I - REQUEST FOR UTILITY SERVICES - (To be completed by Property Owner / Applicant)

Property Owner Information	Applicant Information
Name: Charlotte County Airport Authority	Name: Alberto J. Ribas
Phone: 941-639-1101	Phone: 941-456-7430
Email: bwhite@flypgd.com	Email: ribasaj@a2group.com
Address: 28000 A-1 Airport Road, Punta Gorda, FL, 33982	Address: 17825 Murdock Circle, Suite A, Port Charlotte, FL 33948

Address Requesting Utility Service: 7305 Golf Course Blvd, Punta Gorda FL 33982

Charlotte County Parcel ID: 412310300001

DP 23-01

Request for: Water Only ☐ Sewer Only ☒ Water and Sewer

Water Meter Size Desired (check one): ☐ ¾" ☐ 1" ☒ 1 ½" ☐ 2" ☐ 3" ☐ 4" ☐ 6"

CCAA Maintenance Facility

No. of Water Meter(s) Requested: 1 Utility connection shall serve (Number) 5 Equivalent Residential Units

Utility Connections are for (check one): ☐ Residential ☒ Non Residential

If connection is for Non Residential, please specify type: Operations & Maintenance Facility, Type II, B, Sprinklered

If connection is for Restaurant or Food Service specify seating capacity: N/A

SECTION II - UTILITY AVAILABILITY AND SPECIFIC REQUIREMENTS

RECEIVED DATE: 02.03.25

WITHIN UTILITY SERVICE AREA: ☒ Yes ☐ No

WITHIN CITY LIMITS: ☐ Yes ☒ No

WATER AVAILABILITY: ☒ Yes ☐ No

SEWER AVAILABILITY: ☒ Yes ☐ No

Grease Trap Interceptor: ☐ Yes ☒ No

Backflow Prevention Assembly: ☒ Yes ☐ No

Type: _____

Backflow Type: (Wilkins 975XL2 or similar) _____

Pump Out Frequency: _____

Testing Frequency: _____

Utility Department Approval: J Adams **Date:** 2-3-25

SECTION III – ANNEXATION

RECEIVED DATE: 2-10-25

IS PROPERTY LOCATED OUTSIDE CITY LIMITS: ☒ Yes ☐ No *(if No, no further action required under this section)*

Does the property meet the statutory requirements for voluntary annexation?

☐ Yes – Property Owner required to annex into City (90-120 day process)

☐ No – Wastewater and Water Service Annexation Agreement Required (10-14 day process)

Notification Date: _____ Agreement Received Date: _____ City Council Date: _____

Urban Design Approval: _____ **Date:** _____

SECTION IV – FEES

RECEIVED DATE: _____

Contribution in Aide of Construction	$ _____
Water Capacity Fee	$ _____
Wastewater Capacity Fee	$ _____
Inspection Fee	$ _____
Meter Installation Fee	$ _____
TOTAL COST	$ _____

Payment Type: ☐ Check # _____ ☐ Cash ☐ Other _____

Billing & Collections Division FINAL Approval: _____ **Date:** _____

CITY OF PUNTA GORDA

BILLING AND COLLECTIONS DIVISION
126 Harvey Street
PUNTA GORDA, FL 33950
(941) 639-2528
CityofPuntaGordaFL.com

APPLICATION FOR UTILITY SERVICE

ORIGINAL APPLICATIONS ARE TO BE MAILED AND/OR DELIVERED IN PERSON ONLY. FAXES WILL NOT BE ACCEPTED.

Upon FINAL approval of service the Billing & Collections Division will notify you of the total cost of impact fees. Payments for fees are to be made payable to the CITY OF PUNTA GORDA. No work will be performed until payment is received. Upon receipt of payment the billing office will generate a work order to set the meter. See Condition of service below.

NEW METER INSTALLS MAY TAKE APPROXIMATELY SIX (6) TO EIGHT (8) WEEKS UPON *FINAL* APPROVAL AND *PAYMENT* OF FEES.

AS A CONDITION OF SERVICE THE APPLICANT AGREES TO:

1. Pay the required meter installation fee, tapping charges, utility deposits, inspection fee and utility agreement fee (if applicable) to the City of Punta Gorda Customer Service Department located at 126 Harvey Street.
2. Comply with all existing City of Punta Gorda Ordinances and FDEP (Florida Department of Environmental Protection) rules pertaining to the construction and use of Public Utilities.
3. Install a grease interceptor (if applicable) and have interceptor pumped out on a quarterly basis and maintain record of pumping, notify Pre-Treatment Coordinator at (941) 575-3339 for inspection, prior to start up.
4. Provide a plot plan of property to be served and to have property corner marked within three (3) days of payment of required fees.
5. The applicant agrees that if said service connection required unusual depth or length due to extremely deep swales, obstructing driveway and drainage culverts, or conflicts with existing utilities: Applicant will pay an additional fee for extra labor and materials expense. This fee will be based on actual cost and shall not exceed $300.00.

Please Initial

6. **NOTICE TO PROPERTY OWNER/APPLICANT: A Backflow Preventer Assembly shall be installed prior to utility setting a meter. Notify Cross Connection Control Coordinator at 941-575-5091 for inspection of Backflow Preventer Assembly. Backflow Preventer Assembly shall be tested annually. Utility Meter will NOT be installed without a Backflow Preventer Assembly.**

Please Initial

7. **NOTICE TO PROPERTY OWNER/APPLICANT: Final Grade for the Meter and Meter Box is the responsibility of the Contractor. New meter installation(s) will be completed within approximately six (6) to eight (8) weeks from date of the final application approval and payment of fees.**

Please Initial

8. **NOTICE TO PROPERTY OWNER: Pursuant to City Ordinance 1860-16, the City shall have the right to require the Property Owner to annexation into the territorial limits of the City and/or require the execution of a "Wastewater and Water Service Annexation Agreement" for future annexation, prior to the connection of any service. For additional details contact the Urban Design Department at 941-575-3372 or UrbanDesign@CityofPuntaGordaFL.com.**

REQUIRED ATTACHMENTS: *Failure to provide this information will delay your request.*

____ Charlotte County Property Appraiser Record *(visit ccappraiser.com or call (941)743-1498 to obtain)*
____ Plot Plan

I have read and agree to the terms and provisions of this application.

Property Owner Signature	Property Owner Name	Date
	Brett White	1/22/25
Applicant Signature	**Applicant Name**	**Date**
	Alberto Ribas	1/24/2025

CHARLOTTE COUNTY PROPERTY APPRAISER
PAUL L. POLK, CFA, AAS, RES

Real Property Information for 412310300001 for the 2025 Tax Roll

The Charlotte County Property Appraiser makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation.
If a discrepancy is discovered in your property's records, or those of another, please bring it to our attention immediately.

Owner:

CHARLOTTE COUNTY AIRPORT AUTH
28000 A-1 AIRPORT RD
PUNTA GORDA, FL 33982

Ownership current through: 12/31/2024

Property Location:

Property Address: 27137 MOONEY AVE -BLDG 100
or 27260 AIRPORT RD -BLDG 209
or 27286 MOONEY AVE -BLDG 201
or 27296 MOONEY AVE -BLDG 202
or 27306 MOONEY AVE -BLDG 203
or 27316 MOONEY AVE -BLDG 204
or 27317 MOONEY AVE -BLDG 107
or 27326 MOONEY AVE -BLDG 205
or 27437 MOONEY AVE
or 27450 CHALLENGER BLVD
or 27456 CHALLENGER BLVD -BLDG 207
or 27460 CHALLENGER BLVD
or 4300 HENRY ST
or 4350 HENRY ST -BLDG 606
or 4360 HENRY ST -BLDG 605
or 4370 HENRY ST -BLDG 604
or 4380 HENRY ST -BLDG 603
or 4390 HENRY ST -BLDG 602
or 4400 HENRY ST -BLDG 601
or 7301 UTILITIES RD -BLDG 306
or 7391 GOLF COURSE BLVD
or 7450 GOLF COURSE BLVD
or 7451 GOLF COURSE BLVD

Property City & Zip: PUNTA GORDA 33982

Business Name: BEAR & DOG / GULF MACHINE WORKS

General Parcel Information

Taxing District:	104
In City of Punta Gorda:	NO
Current Use:	COUNTIES (OTHER THAN PUBLIC SCHOOLS, COLLEGES, HOSPITALS) INCLUDING NON-MUNICIPAL LOCAL GOVERNMENTS
Future Land Use (Comp. Plan):	Enterprise Charlotte Airport Park
Zoning Code:	ECAP
Market Area / Neighborhood / Subneighborhood:	03/78/00
Map Number:	5B10S
Section/Township/Range:	10-41-23
SOH Base Year:	0
Waterfront:	NO

FEMA Flood Zone (Effective 12/15/2022)

Firm Panel	Floodway	SFHA	Flood Zone	FIPS	COBRA	Community	Base Flood Elevation (ft.)	Letter of Map Revision (LOMR)
0242G	OUT	IN	A	12015C	Outside of CBRA Zone	120061	See FIS	
0242G	OUT	IN	AE	12015C	Outside of CBRA Zone	120061	See FIS	
0242G	OUT	OUT	X	12015C	Outside of CBRA Zone	120061	0 NAVD88	

0261G	OUT	OUT	X	12015C	Outside of CBRA Zone	120061	0 NAVD88	

*If parcel has more than 1 flood zone, refer to the flood maps available on the GIS web site by clicking on View Map below. Flood term definitions.
For more information, please contact Building Construction Services at 941-743-1201.

2024 Certified Tax Roll Values, as of January 1, 2024

The just value of this parcel has been adjusted for damage from a catastrophic event.

Approach	County	City	School	Other
Certified Just Value (Just Value reflects 193.011 adjustment.):	$17,368,922	$17,368,922	$17,368,922	$17,368,922
Certified Assessed Value:	$17,368,922	$17,368,922	$17,368,922	$17,368,922
Certified Exemption - 85 County Property	$17,368,922	$17,368,922	$17,368,922	$17,368,922
Certified Taxable Value:	$0	$0	$0	$0

Land Information

Line	Description	Land Use	Zoning	Unit Type	Units	Acreage	Land Value
1	ZZZ 104123 P6	8600	ECAP	ACRE	374.81	374.81	$3,748,100

*Land Value does not include 193.011 adjustment.

Land Value may be adjusted due to scrub jay habitat. You can access the Board of County Commissioner's website to determine if this parcel is within scrub jay habitat.
For more information on scrub jay habitat within Charlotte County, see the County's Natural Resources web site.

Land Improvement Information

Code	Description	Size	Year Built	Year Condition
1012	Storm Water Drainage	14830	2007	2007
1012	Storm Water Drainage	226504	2006	2006
1012	Storm Water Drainage	33150	2007	2007
1012	Storm Water Drainage	32227	1980	1980
1012	Storm Water Drainage	6876	2009	2009
1012	Storm Water Drainage	59077	1989	1989
1012	Storm Water Drainage	53246	1988	1988
1012	Storm Water Drainage	21847	2004	2004
1012	Storm Water Drainage	171690	1991	1991
1012	Storm Water Drainage	68	2009	2009
1012	Storm Water Drainage	4000	1981	1981
1012	Storm Water Drainage	356440	2000	2000
1012	Storm Water Drainage	1060	2015	2015
1012	Storm Water Drainage	477089	2022	2022
1084	Fence - Vinyl - 6 (lf)	12	2007	2007
1100	Fence - Chainlink - 4 (lf)	52	2009	2009
1160	Fence - Barbed wire Chainlink - 6 (lf)	1430	1988	1988
1160	Fence - Barbed wire Chainlink - 6 (lf)	1580	1999	1999
1160	Fence - Barbed wire Chainlink - 6 (lf)	800	2001	2001
1160	Fence - Barbed wire Chainlink - 6 (lf)	1145	1988	1988
1160	Fence - Barbed wire Chainlink - 6 (lf)	1858	1991	1991
1160	Fence - Barbed wire Chainlink - 6 (lf)	450	1991	1991
1160	Fence - Barbed wire Chainlink - 6 (lf)	1503	2022	2022
1221	Wall - 8 Block, With Stucco 2 sides (sf)	432	1988	1988
1245	Wall - Block, Split Face (sf)	757	2007	2007
1310	Paving - Asphalt (sf)	33150	2007	2007
1310	Paving - Asphalt (sf)	32018	1988	1988
1310	Paving - Asphalt (sf)	12976	1989	1989
1310	Paving - Asphalt (sf)	452507	2022	2022
1310	Paving - Asphalt (sf)	170042	1991	1991
1310	Paving - Asphalt (sf)	9732	1989	1989
1310	Paving - Asphalt (sf)	16830	1988	1988
1310	Paving - Asphalt (sf)	32423	1989	1989
1310	Paving - Asphalt (sf)	4667	1980	1980
1310	Paving - Asphalt (sf)	21632	2004	2004
1310	Paving - Asphalt (sf)	225648	2006	2006
1310	Paving - Asphalt (sf)	356440	2000	2000
1310	Paving - Asphalt (sf)	6808	2009	2009
1310	Paving - Asphalt (sf)	23122	2023	2023
1310	Paving - Asphalt (sf)	30240	2024	2024
1320	Paving - Concrete (sf)	4398	1988	1988
1320	Paving - Concrete (sf)	68	2009	2009
1320	Paving - Concrete (sf)	856	2006	2006
1320	Paving - Concrete (sf)	200	1978	1978

Code	Description	Size	Year Built	Year Condition
1320	Paving - Concrete (sf)	469	1989	1989
1320	Paving - Concrete (sf)	215	2004	2004
1320	Paving - Concrete (sf)	14160	1980	1980
1320	Paving - Concrete (sf)	4000	1981	1981
1320	Paving - Concrete (sf)	13200	1972	1972
1320	Paving - Concrete (sf)	2852	1989	1989
1320	Paving - Concrete (sf)	21365	1988	1988
1320	Paving - Concrete (sf)	846	1991	1991
1320	Paving - Concrete (sf)	802	1991	1991
1320	Paving - Concrete (sf)	24582	2022	2022
1320	Paving - Concrete (sf)	1060	2015	2015
1320	Paving - Concrete (sf)	14830	2007	2007
1320	Paving - Concrete (sf)	625	1989	1989
1580	Fill (cy)	607	1978	1978
1622	Irrigation - Commercial - Class I - 3k (fv)	1	1980	1980
1623	Irrigation - Commercial - Class II - 5k (fv)	1	2022	2022
1700	Light Poles - Low (#)	2	1991	1991
1710	Light Poles - Avg (#)	1	1988	1988
1710	Light Poles - Avg (#)	13	2022	2022
1720	Light Poles - Good (#)	12	2022	2022
1720	Light Poles - Good (#)	3	2007	2007
1730	Lights - Low (#)	6	2007	2007
1730	Lights - Low (#)	3	1989	1989
1730	Lights - Low (#)	28	2006	2006
1730	Lights - Low (#)	2	2009	2009
1740	Lights - Avg (#)	1	2009	2009
1740	Lights - Avg (#)	9	2007	2007
1740	Lights - Avg (#)	2	1989	1989
1740	Lights - Avg (#)	23	2022	2022
1740	Lights - Avg (#)	28	2022	2022
1750	Lights - Good (#)	26	2022	2022
1760	Lights - Vapor, Low (#)	2	1988	1988
1770	Lights - Vapor, Avg (#)	3	2007	2007
1770	Lights - Vapor, Avg (#)	4	2004	2004
1780	Lights - Vapor, Good (#)	2	1991	1991
1791	Lights - Wallmounts, Low (#)	2	2009	2009
1791	Lights - Wallmounts, Low (#)	6	2007	2007
1791	Lights - Wallmounts, Low (#)	4	1989	1989
1792	Lights - Wallmounts, Avg (#)	5	2022	2022

Building Information

Building Number	Description	Quality	Building Use	Year Built	Year Cond	Floors	Rooms	Bedrooms	Plumbing Fixtures	Area	A/C Area	Total Area
8	BLDG 107 SHERIFF		8600	1980	1988	2	0	0	0	12210	2540	12210
9	Any Commercial Building Determined Damaged		1110	1981	1981	1	0	0	0	288	0	384
13	BLDG #201 T-HANGAR		8600	1991	1991	1	0	0	0	18612	0	18612
14	BLDG #202 T/HANGAR		8600	1991	1991	1	0	0	0	24250	0	24250
15	BLDG #203 T/HANGAR		8600	1991	1991	1	0	0		24250	0	24250
16	BLDG #204 T/HANGAR		8600	1991	1991	1	0	0	0	22150	0	22150
17	PG PUMP STATION		9100	1991	1991	1	0	0	0	1344	0	1344
18	T-HANGAR BLDG # 205		8600	2004	2004	1	1	0	0	21424	0	21424
21	T-HANGER BLDG 601		8600	2006	2006	1	0	0	0	27000	0	27000
22	T-HANGER BLDG 602		8600	2006	2006	1	0	0	0	27000	0	27000
23	T-HANGER BLDG #603		8600	2006	2006	1	0	0	0	27000	0	27000
24	T-HANGER BLDG #604		8600	2006	2006	0	0	0	0	30240	0	30240
25	Firehouse		8600	2007	2007	1	4	0	0	6882	3762	7221
26	HANGAR BLDG # 209		8600	2009	2009	0	0	0	0	10000	0	10000
27	Pre-built Shed		1170	2005	2005	1	0	0	0	240	0	240
28	T-HANGAR BLDG # 605		8600	2007	2007	1	0	0	0	27000	0	27000
29	Avg Cost Gas Canopy		1170	2017	2017	1	0	0	0	256	0	256
30	Passenger Terminal		8600	2022	2022	1	0	0	0	13817	10731	13817
31	Miscellaneous Commercial		1170	2022	2022	1	0	0	0	400	0	400
32	T-Hanger 10 Hangers 60 x 60		8600	2023	2023	1	0	0	0	36000	0	36000
33	T-Hangers: 24 Hangers		8600	2023	2023	1	0	0	0	28836	0	28836

34	T-Hanger : 9 Hangers		8600	2023	2023	1	0	0	0	27335	0	27335

Building Component Information

Bld #	Code	Description	Category	Area	Percent	Year Built	Year Cond	Type
8	9280	Commercial Storage (SF)	Porch/Deck	970	100	1980	1988	Appendage Component
8	106	Frame, Siding, Metal	Exterior Walls	0	100	1980	1988	Construction Component
8	214	Metal, Preformed	Roofing	0	100	1980	1988	Construction Component
8	351	Warmed & Cooled Air	Heating/Cooling	0	100	1980	1988	Construction Component
8	402	Automatic Floor Cover Allowance	Floor Cover	0	100	1980	1988	Construction Component
8	622	Raised Subfloor (% or SF)	Miscellaneous	800	100	1980	1988	Construction Component
8	40270	Additional Floor	Segregated Costs	800	100	1980	1988	Construction Component
9	9211	Commercial Canopy (SF)	Porch/Deck	96	100	1981	1981	Appendage Component
9	169	Masonry, Stucco on Block	Exterior Walls	0	100	1981	1981	Construction Component
9	208	Composition Shingle	Roofing	0	100	1981	1981	Construction Component
9	402	Automatic Floor Cover Allowance	Floor Cover	0	100	1981	1981	Construction Component
17	163	Masonry, Concrete Block	Exterior Walls	0	100	1991	1991	Construction Component
17	202	Built-up Rock	Roofing	0	100	1991	1991	Construction Component
25	904	Slab Porch (SF) with Roof	Porch/Deck	15	100	2007	2007	Appendage Component
25	904	Slab Porch (SF) with Roof	Porch/Deck	15	100	2007	2007	Appendage Component
25	904	Slab Porch (SF) with Roof	Porch/Deck	21	100	2007	2007	Appendage Component
25	9211	Commercial Canopy (SF)	Porch/Deck	288	100	2007	2007	Appendage Component

Legal Description:

Short Legal:	Long Legal:
ZZZ 104123 P6	10 41 23 P-6 374.81 AC M/L THE S3/4 SEC 10 & PART OF BLDGS 303 305 307 309 313 LESS FOLLOWING LEASE HOLDS BLDGS 97 98 99 101 103 110 122 301 312 LESS PARCELS KNOWN AS FIELD 5 AKA LEE FIELD LESS PART OF FIELD 4 LESSA 120 FT BY 3824.61 FT STRIP ADJ TO N LN OF S3/4 BTWN GOLF COURSE BLVD & E LN SEC 10 LESS 4.840 AC CARRIED ON 412315100803 FURTHER LESS .76 AC. ON PIN 412310300826 FOR CONTROL TOWER AKA P7 326/718 571/2128 AGR1026/112 E1257/1326 1258/625 E1766/2093 E1828/269 E1854/920 E2256/1638 E2973/1228 E3051/1183 E3149/983 E3169/212 E3189/550 E3194/923 E3239/1535 E3389/34 E4618/214 E3474604

Data Last Updated: 1/22/2025- Printed On: 1/22/2025.

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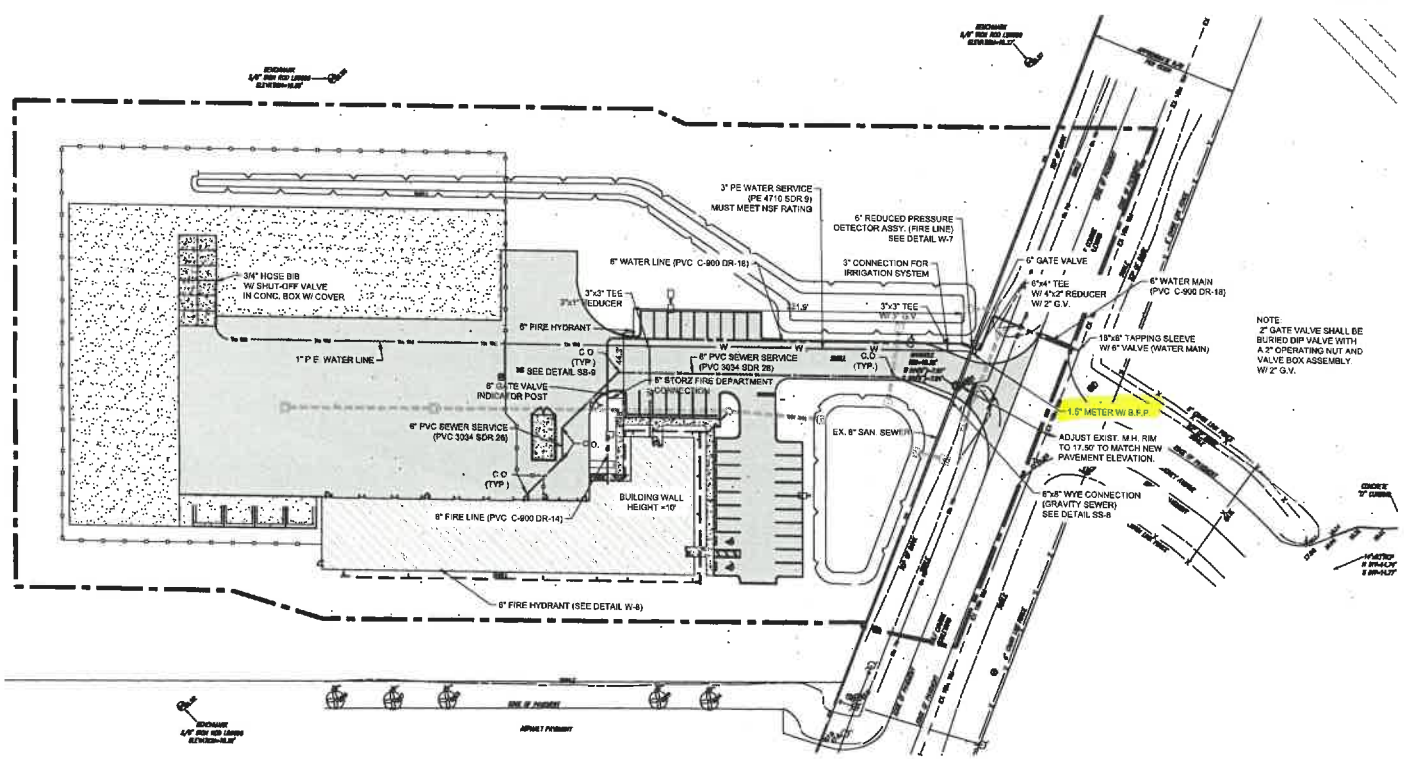

FLYPGD
Punta Gorda Airport

Michael Baker INTERNATIONAL
MICHAEL BAKER INTERNATIONAL, INC.
4211 WEST BOY SCOUT BLVD., SUITE 500
TAMPA, FLORIDA 33607 (813) 569-3892
CERTIFICATE OF AUTHORIZATION NUMBER 28861

PLANS PREPARED BY:
SED
680 Charlotte Street, Suite K
Punta Gorda, Florida 33950
Tel (941) 637 9658 | Fax (941) 637 1148
www.swfl.com
Certificate of Authorization No. 26581

Engineer: EPL	Checked by: EPL
Designer: MPC	SED Proj. No.: 22-0597

Edward P. Lomski Jr., P.E.
State of Florida, Professional Engineer
License No. 62507
This item has been electronically signed and sealed by Edward P. Lomski Jr., P.E. on the date indicated. In the event, printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
EDWARD P. LOMSKI Jr.
FLP.E NO 62507

ISSUE:
ISSUED FOR CONSTRUCTION
★★★★★

REVISIONS

No.	Description	Date	By

Project Name:
PUNTA GORDA AIRPORT OPERATIONS & MAINTENANCE FACILITY

Drawing Name:
SITE UTILITY PLAN

Division:
CIVIL

FDOT Project No.: 451216-1-94-01	FAA A.I.P. Project No.: N/A
Date: APRIL 2024	Issue: ISSUED FOR CONSTRUCTION
Scale: AS SHOWN	Drawing Number: U-01

P:\22-1987 - PGD O&M FACILITY\DESIGN\CADD\PLAN SET\U-01_SITE UTILITY PLAN.DWG
Plotted By: Ed Lomski on 4/26/2024 5:56:14 PM

Prepared by and return to:
City Attorney's Office
City of Punta Gorda
326 West Marion Avenue
Punta Gorda, FL 33950
(941)575-3307
Case # UAX-_____-20__

UTILITIES PRE-ANNEXATION AGREEMENT
[Wastewater and Water Service]

THIS ANNEXATION AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 20__, by and between the **CITY OF PUNTA GORDA**, **FLORIDA** a Florida municipal corporation, whose mailing address is 326 W. Marion Avenue, Punta Gorda, FL 33950, (the "City") and **CHARLOTTE COUNTY AIRPORT AUTHORITY,** whose mailing address is 28000 A-1 AIRPORT ROAD, PUNTA GORDA, FL 33982 (the "Owner").

W I T N E S S E T H:

WHEREAS, the Owner owns certain real property located at 7305 Golf Course Blvd, Punta Gorda, FL 33982, Charlotte County Parcel Identification Number 412310300001 as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, the Property is located within the City of Punta Gorda Utility Service Area as established pursuant to Chapter 180, Florida Statutes by the adoption of City of Punta Gorda Ordinance Nos. 759-84 and 775-84, as subsequently amended, creating an area outside the territorial boundary of the City for the provision of water and wastewater services; and

WHEREAS, the Property does not currently meet the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes; and

WHEREAS, the Owner of the Property has requested, and the City has agreed, subject to the terms, conditions and limitations hereinafter set forth, that the City shall provide wastewater and water service to the Property; and

WHEREAS, in consideration of the City providing wastewater and water service to the Property, the Owner desires to voluntarily petition the City to annex the Property pursuant to Section 171.044, Florida Statutes, provided, however, at this time the City cannot annex the Property because Property does not currently meet the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes; and

WHEREAS, the parties acknowledge and agree that this Agreement constitutes a petition for the voluntary annexation of the Property pursuant to Section 171.044, Florida Statutes; and

WHEREAS, the Owner agrees that at the time the City makes a determination that the Property meets the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes, and upon the request of the City, the Owner shall execute all applications and documents required

by the City, pay all applicable fees, costs and expenses, and provide all documentation required by Florida law, including, but not limited to, Section 171.044, Florida Statutes, necessary for the voluntary annexation of the Property.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

SECTION 1. Recitals.

The Recitals set forth above are true and correct and by this reference are incorporated herein as part of this Agreement.

SECTION 2. Annexation.

A. The Owner and the City acknowledge and agree that this Agreement constitutes a petition for the voluntary annexation of the Property pursuant to Section 171.044, Florida Statutes. The Owner and the City further acknowledge and agree that the petition cannot be processed at this time because the Property does not meet the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes.

B. The City shall have the right, but not the obligation, to process the petition, provided, however, that the petition shall not be processed by the City unless and until a determination is made by the City, in its sole and absolute discretion, that the Property meets the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes, or such other provisions of the Florida Statutes as may then be applicable to voluntary annexations. Following such determination by the City and upon the written request of the City, the Owner shall within thirty (30) days of receipt of such written request from the City:

(1) execute all applications and documents required by the City at the time of such request in order to process the Owner's petition for voluntary annexation including, but not limited to, the Application for Annexation, Application for Comprehensive Plan Amendment, and Application for Rezoning consistent with the City of Punta Gorda Comprehensive Plan; (2) pay all applicable fees, costs and expenses associated with the petition for voluntary annexation as required by the City; and (3) provide all documentation required by Florida law for the voluntary annexation of the Property including, but not limited to, a metes and bounds legal description of the Property. Following the Owner's compliance with the foregoing, the City shall have the right, but not the obligation, to process this petition for voluntary annexation without further action and/or request of the Owner.

C. The Owner acknowledges and agrees that this Agreement does not in any way obligate or require the City to annex the Property or grant to the Owner any particular zoning which may be requested in connection with such annexation.

D. The Owner acknowledges and agrees that upon the effective date of the annexation, the area annexed into the City shall be subject to all laws, ordinances, and regulations in force in the City and shall be entitled to the same privileges and benefits as other parts of the City.

E. The City and Owner acknowledge and agree that any Charlotte County Land Development Regulations applicable to the Property on the effective date of annexation shall remain in full force and effect until the City adopts a comprehensive plan amendment that includes the annexed area. Following the amendment of the City's comprehensive plan, the Property shall be rezoned in a manner consistent with the adopted comprehensive plan amendment. If the Property is fully developed on the effective date of annexation, that fact shall not influence the amendment of the City's comprehensive plan and subsequent rezoning in accordance therewith, but the Property, if necessary, shall thereafter be subject to the City's Land Development Regulations concerning Non-Conformities, Chapter 26, Article 17, Punta Gorda Code, as the same may from time to time be amended.

SECTION 3. Wastewater and Water Service.

A. Subject to the terms, conditions and limitations set forth in this Agreement, the City agrees to provide wastewater and water service to the Property upon compliance by the Owner with all applicable regulations of the City and the payment all fees, costs and expenses associated therewith. The Owner shall execute all developer agreements for wastewater and water as required by the City in connection with the provision of wastewater and water service to the Property.

B. The Owner shall construct all potable water lines and wastewater lines, including lift stations if necessary, to serve the Property. All water mains, wastewater lines, and lift stations shall be designed, constructed and installed in accordance with the City's standards and in a location to be approved by the City.

C. The Owner shall dedicate to the City the potable water lines and wastewater lines, including lift stations it constructs hereunder. The City represents, warrants and covenants that: (1) the City's water and wastewater systems currently have adequate capacity to provide water and wastewater service to the Property; (2) the City shall reserve water and wastewater for the Property; and (3) the City will accept, when dedicated by the Owner, dedication of all potable water lines, wastewater lines, and lift stations constructed by the Owner.

D. The Owner acknowledges and agrees that for so long as the Property is not located within the corporate limits of the City, the monthly rates and charges for wastewater and water service as established by the City from time to time shall be charged at the same rate charged to consumers within the corporate limits of the City plus a surcharge equal to twenty-five percent (25%) of such monthly rates and charges for wastewater and water service. The Owner agrees to pay all such charges for wastewater and water service and surcharges as required by the City.

E. The Owner acknowledges and agrees that the Property is not located in the corporate limits of the City and that wastewater and water capital charges as established by the City from time to time shall be charged at the same rate to consumers within the corporate limits of the City plus a surcharge equal to twenty-five percent (25%) of such wastewater and water capital charges or such other charges as the City may impose from time to time. The Owner agrees to pay all wastewater and water capital charges and surcharges as required by the City.

SECTION 4. Agreement Runs with the Land.

In consideration of the City providing wastewater and water service to the Property, the Owner and the City acknowledge and agree that this Agreement is irrevocable and, further, this Agreement and all other rights and obligations of the parties hereunder are intended to and shall run with the Property, and shall bind, and inure to the benefit of, the parties hereunder and their respective successors in title. The Agreement shall be recorded and be referred to in all conveyances of the Property or any portion thereof.

SECTION 5. Representations.

A. The Owner hereby warrants and represents to the City that the Owner currently owns fee title to the Property and has full power and authority to enter into this Agreement and that the Property is free and clear of all liens and encumbrances [except for the lien of the mortgages referenced in the Joinder, Consent and Subordination attached hereto].

B. The City makes no representations or warranties with regard to this Agreement and reserves the right to process Owner's petition for voluntary annexation in its sole and absolute discretion.

SECTION 6. Title Evidence and Survey.

A. As a condition precedent to the execution of this Agreement by the City, the Owner shall provide title evidence, in a form and substance satisfactory to the City, showing the Owner as the owner of fee simple title to the Property. Such title evidence shall also show whether the Property is encumbered by a mortgage or otherwise. In the event the Property is encumbered, the Owner shall provide a Joinder, Consent and Subordination of all mortgagees to this Agreement prior to the execution of this Agreement by the City.

B. As a condition precedent to the execution of this Agreement by the City, the Owner shall provide a survey of the Property in a form suitable to the City. Such survey shall be consistent with the legal description of the Property set forth in Exhibit "A".

SECTION 7. Notices.

Any notice required to be given hereunder shall be in writing and shall be delivered in person or by certified mail, postage paid, return receipt requested as follows: If such notice is to be given to the City, such shall be given at the address set forth above. If such notice is to be given to the Owner, such shall be given at the address shown in the tax collector's records for the Tax Parcel Identification Number set forth above. Any notice, direction or other communication delivered or mailed, as directed above shall be deemed to be delivered as of three (3) days after the date of mailing or, if delivered personally, when received.

SECTION 8. Defaults and Remedies.

IN THE EVENT THE OWNER FAILS TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SUCH FAILURE CONTINUES FOR THIRTY (30) DAYS AFTER WRITTEN NOTICE FROM THE CITY, THE CITY MAY DISCONNECT AND TERMINATE ANY WASTEWATER AND WATER SERVICE PROVIDED TO THE PROPERTY. THE OWNER HEREBY CONSENTS TO SUCH DISCONNECTION AND TERMINATION OF WASTEWATER AND WATER SERVICE AND EXPRESSLY WAIVES ANY CLAIMS BASED UPON THE

DISCONNECTION AND TERMINATION OF SUCH WASTEWATER AND WATER SERVICE BY THE CITY. BY THE RECORDING THIS AGREEMENT AND REQUIRED REFERENCE IN ALL CONVEYANCES OF THE PROPERTY OR PORTIONS THEREOF BY OWNER, ALL SUCCESSORS IN TITLE WHO HAVE ACTUAL OR CONSTRUCTIVE NOTICE OF THIS AGREEMENT SHALL ALSO BE DEEMED TO WAIVE ANY CLAIMS AGAINST THE CITY BASED UPON THE DISCONNECTION AND TERMINATION OF SUCH WASTEWATER AND WATER SERVICE BY THE CITY PURSUANT TO THIS SECTION.

OWNER'S INITIALS: _____

SECTION 9. Indemnification.

A. The Owner hereby agrees to indemnify and save the City harmless from and against all losses, costs, expenses, claims, damages, judgments, liabilities and causes of action whatsoever (collectively, "Claims") including reasonable attorneys' fees and paralegal fees both at trial and at appellate levels, arising out of or alleged to have arisen out of this Agreement or been occasioned, in whole or in part, by the exercise of the City of its rights granted hereunder. The Owner shall use its best efforts to promptly notify the City in writing of any Claim and shall provide the City with information regarding the Claim as the City may reasonably request, but the failure to give such notice or provide such information shall not diminish the Owner's obligations under this Section.

B. No Claim whatsoever shall be made or asserted against the City by the Owner for or on account of anything done or as a result of anything done or omitted to be done in connection with this Agreement.

SECTION 10. Recording.

The Owner acknowledges and agrees that the City shall record this Agreement in the Public Records of Charlotte County, Florida, and the Owner agrees to pay all costs associated therewith.

SECTION 11. Miscellaneous.

A. ANY FUTURE OWNERS OF THE PROPERTY, OR ANY PORTION THEREOF, SHALL TAKE TITLE TO THE PROPERTY SUBJECT TO THIS AGREEMENT AND BY ACCEPTING A DEED OF CONVEYANCE TO THE PROPERTY, OR ANY PORTION THEREOF, AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

B. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, in recordable form, signed by the parties hereto, or their respective successors and assigns. Any such modification or amendment shall not be effective until recorded in the Public Records of Charlotte County, Florida.

C. This Agreement shall be construed and enforced in accordance with, and governed by the laws of the State of Florida. In any action or proceeding to enforce or interpret the terms of this Agreement, venue will be exclusively in Charlotte County, Florida, and the parties waive venue in any other forum.

D. All of the terms of this Agreement, whether so expressed or not, shall be binding upon the respective successors, assigns and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns and legal representatives.

E. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

F. In the event the either party institutes a legal proceeding against the other party, to enforce the terms of this Agreement or for breach of any of the terms, conditions or covenants of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees, paralegal fees and costs, both at the trial and appellate levels.

G. In the event a third party institutes a legal proceeding against the City and/or the Owner, regarding the enforcement of this Agreement or any other matters arising out of or related to this Agreement, the annexation of the Property or the provision of wastewater and water service, then in such event the Owner shall pay all costs, fees, charges, and expenses of the City relative thereto, including but not limited to attorney's fees and paralegal fees at both the trial and appellate levels.

H. In addition to each and every remedy now or hereafter existing at law or in equity, the parties hereto expressly agree that City shall have the right to enforce this Agreement by an action for specific performance.

I. As from time to time requested by the City, the Owner agrees to execute such additional documents as may be necessary in order to effectuate the provisions of this Agreement.

J. This Agreement embodies and constitutes the entire understandings of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

K. The attached Exhibits are part of this Agreement as though fully set forth in this Agreement.

L. This Agreement is the result of *bona fide* arms-length negotiations between the City and the Owner. Both parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement will not be construed or interpreted more strictly against one party than against the other party.

M. If any provisions of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by either party to the Agreement or substantially increase the burden of either party to the Agreement, is held to be unconstitutional, invalid or unenforceable to any extent by a court of competent jurisdiction, such portion will be deemed a separate, distinct, and independent provision and the same will not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

WITNESSES:

By:_____
Print Name: _____

By:_____
Print Name: _____

PETITIONER

By:_____
Print Name:_____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of [__] physical presence, [__] produced identification _____ or [__] online notarization, this _____ day of
(Insert type of identification) *(Day)*

_____, 20_____ by _____
(Month) *(Year)* *(Name of person making statement).*

_____

NOTARY PUBLIC

STATE OF _____

(S E A L)

_____
(*Signature)*

Notary Name/Commission No.

Commission Expires: _____

Prepared by and return to:
City Attorney's Office
City of Punta Gorda
326 West Marion Avenue
Punta Gorda, FL 33950
(941)575-3307

CITY OF PUNTA GORDA, FLORIDA

_____
JOAN LEBEAU, Planning Director
as Authorized Designee for
MELISSA REICHERT, Interim City Manager

ATTEST:

_____
SARA WELCH, City Clerk

APPROVED AS TO FORM:

_____
DAVID M. LEVIN, City Attorney

EXHIBIT A – PROPERTY LEGAL DESCRIPTION

Parcel No.: 412310300001

Property Address: 7305 Golf Course Blvd, Punta Gorda FL 33982

Short Legal: ZZZ 104123 P6

Long Legal: 10 41 23 P-6 374.81 AC M/L THE S3/4 SEC 10 & PART OF BLDGS 303 305 307 309 313 LESS FOLLOWING LEASE HOLDS BLDGS 97 98 99 101 103 110 122 301 312 LESS PARCELS KNOWN AS FIELD 5 AKA LEE FIELD LESS PART OF FIELD 4 LESSA 120 FT BY 3824.61 FT STRIP ADJ TO N LN OF S3/4 BTWN GOLF COURSE BLVD & E LN SEC 10 LESS 4.840 AC CARRIED ON 412315100803 FURTHER LESS .76 AC. ON PIN 412310300826 FOR CONTROL TOWER AKA P7 326/718 571/2128 AGR1026/112 E1257/1326 1258/625 E1766/2093 E1828/269 E1854/920 E2256/1638 E2973/1228 E3051/1183 E3149/983 E3169/212 E3189/550 E3194/923 E3239/1535 E3389/34 E4618/214 E3474604

CITY OF PUNTA GORDA

URBAN DESIGN DEPARTMENT
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-3372
FAX: (941) 575-3356
UrbanDesign@CityofPuntaGordaFL.com

February 10, 2025

Charlotte County Airport Authority
28000 A-1 Airport Road
Punta Gorda, Florida 33982

Subject: **Annexation as Precondition to Utility Service for Property Locate at 7305 Golf Course Boulevard, Punta Gorda, Florida 33982**

Dear Mr. Ribas:

Our records indicate that you have applied for water and/or wastewater service for the above-referenced property. Pursuant to City Ordinance 1860-16, prior to providing any utility services to real property located within the Punta Gorda Utility Service Area, but outside of the territorial limits of the city, the City shall have the right to require the property owner applying for such service to annex into the city under the provisions of Chapter 171, Part I, Florida Statutes.

If, at the time of application the subject real property is not contiguous to the existing territorial limits of the City, or is contiguous but not reasonably compact, the City shall have the right to require the property owner to enter into an agreement for annexation into the city at such time as the subject property becomes contiguous to the City and reasonably compact.

Staff has reviewed your application and determined that above-referenced property:

Meets the criteria for voluntary annexation under provisions of Chapter 171, Part I, Florida Statutes. Enclosed are the forms required to process the annexation request.

✓ **Does Not Meet** the criteria for voluntary annexation under the provisions of Chapter 171, Part I, Florida Statutes at this time because the property is not contiguous to the City limits. Therefore, you are required to complete the enclosed Utility Pre-Annexation Agreement.

A return envelope has been provided for your convenience. Staff would also be happy to discuss the annexation process as well as the benefits of annexing into the City with you. Please contact our office at the telephone number or email address above to schedule a meeting. We look forward to working with you on this matter.

Sincerely,

Joan LeBeau

Joan LeBeau
Planning Director

Enclosure
xc: Utility Department
Billing & Collections Division

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 2/2025

REGULAR AGENDA

Title: *City Attorney Services

Funds:

Recommended Action: Discussion and possible action regarding City Attorney services.

Summary:

The current City Attorney Agreement entered into between the City of Punta Gorda and Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A. will expire on July 13, 2025.

As required by Paragraph 9 of the City Attorney Agreement, please be advised that unless during the month of April the City Council provides notice to the City Attorney of its intent not to renew the current Agreement, the City Attorney's term of service will automatically extend for an additional two years.

Department/Division: City Manager / Legal

EXHIBITS:

1. Letter to City Council re 2025 Contract Renewal

IM ICARD MERRILL
ATTORNEYS & COUNSELORS

2033 Main Street
Suite 600
Sarasota, FL 34237
941.366.8100
Fax: 941.366.6384
icardmerrill.com

G. Matthew Brockway
Kelly Pflugner Causey
W. Andrew Clayton, Jr.
Robert"Tad"Drean
Bradley J. Ellis
Worth S. Graham
Thomas F. Icard, Jr.
Todd D. Kaplan
N. Macaire King.
Jason A. Lessinger
David M. Levin, LL.M.
Robert G. Lyons
Anthony J. Manganiello, III
Bianca N. Manos
William W. Merrill, III
Lindsey A. Meshberger
Robert E. Messick
Alyssa M. Nohren
Meghan E. O'Connell
J. Geoffrey Pflugner
Nicole M. Price
Stephen D. Rees, Jr.
Jordan J. Riccardi
Patrick C. Seidensticker
Jaime L. Wallace
John J. Waskom
Richard S. Webb, IV
Telese L. Zuberer

Of Counsel
Michael J. Furen

March 20, 2025

City Council of the City of Punta Gorda, Florida
c/o Interim City Manager Melissa Reichert
City of Punta Gorda
326 West Marion Avenue
Punta Gorda, FL 33950

Re: Renewal of City Attorney Agreement

Dear Dr. Reichert:

The current City Attorney Agreement entered into between the City of Punta Gorda and Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A. will expire on July 13, 2025.

As required by Paragraph 9 of the City Attorney Agreement, please be advised that unless during the month of April the City Council provides notice to the City Attorney of its intent not to renew the current Agreement, the City Attorney's term of service will automatically extend for an additional two years.

It remains an honor and pleasure to represent the City of Punta Gorda. I sincerely hope that the City Council will permit my firm and I to serve for at least another two years.

Respectfully submitted,

David M. Levin

01312708-1

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 2/2025

BOARDS / COMMITTEE

Title: **Announcement of Vacancies:** Building Board (1 contractor, 1 consumer advocate, and 1 alternate)

Funds: Not applicable.

Recommended Action: Staff recommends City Council announce the vacancies.

Summary: A resignation from the Building Board on January 17, 2024, created a vacancy for a consumer advocate seat. The appointment will be for the unexpired term until July 16, 2027.
Mr. Matthew Ferrara was appointed to a regular contractor seat on April 17, 2024, creating a vacancy for an alternate seat. The appointment will be for the unexpired term until March 25, 2026.
A resignation on January 20, 2025, created a vacancy for a contractor seat. The appointment will be for the unexpired term until August 26, 2025.
Building Board – Meets monthly on the 4th Tuesday at 9:00 a.m. in City Council Chambers – City residency not required. Seven-member board with two alternate members. Three-year terms. Maximum of three terms OR partial term plus 2 more terms. Four members must be involved with the building industry and three members must be consumer advocates who are not, nor ever have been, involved with building industry.
Makes recommendations to City Council on the minimum qualifying requirements for obtaining Certificates of Competency in the various construction trades and the fees for same. Periodically reviews and holds public hearings on all building, electrical, plumbing, housing, gas, fire prevention and other related codes. Reviews enforcement of all codes relating to construction standards and acts as condemnation board in matters of violation of minimum standards. Hears alleged complaints against contractors.

Department/Division: City Clerk

EXHIBITS:

1. Building Board

REVIEWED
By Sara Welch at 2:27 pm, Mar 19, 2025

City of Punta Gorda, FL

Building Board

Board Details

Makes recommendations to City Council on the minimum qualifying requirements for obtaining Certificates of Competency in the various construction trades and the fees for same. Periodically reviews and holds public hearings on all building, electrical, plumbing, housing, gas, fire prevention and other related codes. Reviews enforcement of all codes relating to construction standards and acts as condemnation board in matters of violation of minimum standards. Hears alleged complaints against contractors.

Overview

Size 7 Seats

Term Length 3 Years

Term Limit 3 Terms

Contact

Name Suz Russell

Email srussell@cityofpuntagordafl.com

Phone n/a

Additional

Documents for New Appointees

Form_1_2023_Sample.pdf
Chapter_7_Building_Regulations.pdf
Building_Board_Bylaws.pdf
Board_Member_Handbook.pdf
2023_Guide_to_the_Sunshine_Amendment_and_Code_of_Ethics.pdf

Meetings

Regular meetings of the Building Board shall be held in the City Council Chambers, 326 West Marion Avenue, Punta Gorda, Florida, at 9:00 a.m., the fourth Tuesday of each month. Special and emergency meetings and/or workshops may be held at the call of the Chairman or, in his/her absence, the Vice Chairman. All meetings shall be open to the public. In the event that a quorum of the members is not present for a scheduled meeting, such meeting will be rescheduled as soon as possible, consistent with notice requirements.

Duties

The Building Board shall have the following responsibilities: A. To hear complaints regarding locally licensed or registered contractors alleged to have violated the provisions of Chapter 7 of the City Code. Upon a finding of violation, the Board is granted authority to take any of the following actions against the locally licensed or registered contractor: (1) Order probation. (2) Suspend the guilty party's local license. (3) Revoke the guilty party's local license. (4) Order restitution. (5) Levy a fine up to five thousand dollars ($5,000.00) per offense. (6) Assess reasonable legal and investigation costs incurred by the City of Punta Gorda to prosecute the case against the contractor. (7) Issue a recommended penalty to the State of Florida Construction Industry Licensing Board. Said recommended penalty may include a recommendation for no further action, or a recommendation for suspension, revocation or restriction of the contractor's State registration, or a fine to be levied by the State of Florida Construction Industry Licensing Board, or a combination of such penalties. B. To hear complaints regarding state certified contractors alleged to have violated the provisions of Chapter 7 of the City Code. Upon a finding of violation, the Board is granted authority to take any of the following actions against the state certified contractor: (1) Deny, suspend or revoke the authority of the certified contractor to obtain a building permit or limit such authority to obtaining a permit of permits with specific conditions if the Building Board finds the certified contractor guilty of fraud or a willful building code violation in the City of Punta Gorda. (2) Deny, suspend or revoke the authority of the certified contractor to obtain a building permit or limit such authority to obtaining a permit or permits with specific conditions if the Building Board has proof that such contractor, through the public hearing process, has been found guilty in another county or municipality within the past 12 months of fraud or a willful building code violation and finds, that such fraud or violation would have been fraud or a violation if committed in the City of Punta Gorda. (3) Refuse to issue permits with specific conditions to a contractor who has committed and has been disciplined for multiple violations when the additional provisions of section 489.131(3)(f), Florida Statutes, have been met. C. To recommend to City Council certain amendments to Chapter One of the Florida Building Code as may be allowed by Florida Statutes. D. To act as condemnation Board in matters of violation of minimum standards and making inspections and reports when so requested by the Building Official. In this regard, the Board may secure the services of the Fire Chief, sanitarian, architects, engineers or other professionals as required and, upon making findings of fact, shall render a final decision. E. To hear and act upon Appeals from orders, requirements, decisions or determinations made by the Building Official under the provisions of Chapter 7, Article IV, City of Punta Gorda Code, the "Unsafe Building Abatement Code". F. To make a determination on applications for Certificate of Competency when so requested by the Building Official in cases where the established standards may not have been met, but extenuating circumstances may be evident. G. To hear and act upon any appeal timely filed to contest the validity of any notice of false alarm or fee assessment issued under Chapter 15, Section 15-19, Punta Gorda Code.

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 2/2025

BOARDS / COMMITTEE

Title:	**Announcement of Vacancies:** Donation Review Committee (1 arts representative)
Funds:	Not applicable.
Recommended Action:	Staff recommends City Council announce the vacancy.
Summary:	Ms. Lisa Gallucci has resigned from the Committee, creating a vacancy in the seat for an arts organization representative. The term runs through April 26, 2027. **Donation Review Committee** - Meets at 10:00 a.m. in City Council Chambers on the 4th Thursday of January, April, July and October, or as needed, immediately following the meeting of the Historic Preservation Advisory Board (HPAB). Five-member committee consisting of three representatives from HPAB, one of which shall be the HPAB Chairman, and one representative of a local non-profit organization concerned with the history of Punta Gorda and one representative of a local organization concerned with the arts. HPAB appointees shall serve terms coinciding with their terms of appointment on the HPAB. City Council appointees shall serve three-year terms and may be reappointed to a maximum of two additional consecutive three-year terms. Charged with review of all non-monetary gift donation proposals/letters of intent received by the City, in accordance with the review process and established criteria identified in the Non-Monetary Donation Policy. Makes recommendations to the City Council for the acceptance or rejection of non-monetary gift donations.
Department/Division:	City Clerk

EXHIBITS:

1. Donation Review Committee

City of Punta Gorda, FL

Donation Review Committee

REVIEWED
By Sara Welch at 2:32 pm, Mar 19, 2025

Board Details

Charged with review of all non-monetary gift donation proposals/letters of intent received by the City, in accordance with the review process and established criteria identified in the Non-Monetary Donation Policy. Makes recommendations to the City Council for the acceptance or rejection of non-monetary gift donations.

Overview

Size 5 Seats

Term Length 3 Years

Term Limit 3 Terms

Contact

Name Shelly Carlson

Email SCarlson@cityofpuntagordafl.com

Phone n/a

Additional

Documents for New Appointees

Board_Member_Handbook.pdf
2024_Guide_to_the_Sunshine_Ammendment_and_Code_of_Ethics.pdf
Non-Monetary_Donation_Policy_-_Exhibit_A_to_DRC_Bylaws.docx
Donation_Review_Committee_Bylaws.pdf

Meetings

Regular meetings of the Donation Review Committee shall be held in the City Council Chambers, 326 West Marion Avenue, Punta Gorda, Florida, at 10:00 a.m., or as soon thereafter as may be called, on the fourth Thursday of the months of January, April, July and October, or as needed, immediately following the meeting of the Historic Preservation Advisory Board. Special meetings and/or workshops may be held at the call of the Chair or in his/her absence, the Vice Chair. All meetings shall be open to the public. In the event a quorum of the members is not present for a scheduled meeting, such meeting will be rescheduled as soon as possible consistent with notice requirements.

Duties

The Donation Review Committee shall: A. Review all non-monetary gift donation proposals/letters of intent received by the City, in accordance with the review process and established criteria identified in the Non-Monetary Donation Policy, attached hereto as “Exhibit A”. B. Make recommendations to the City Council for the acceptance or rejection of non-monetary gift donations.

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 2/2025

BOARDS / COMMITTEE

Title:	**Announcement of Vacancies:** Punta Gorda Housing Authority (1 Tenant Member)
Funds:	Not applicable.
Recommended Action:	Staff recommends City Council announce the vacancy.
Summary:	Ms. Sheila Dabney's regular term will expire on May 18, 2024. Ms. Dabney's seat is for a tenant of the Punta Gorda Housing Authority. She is eligible to continue to serve but has indicated she will not seek reappointment. The vacancy will be for a four-year term expiring May 18, 2028. Punta Gorda Housing Authority - Meets the 3rd Thursday at 8:30 a.m. at the PGHA Community Room, 340 Gulf Breeze Avenue, Punta Gorda. Must be a resident of Charlotte County or the City of North Port. At least one commissioner shall reside within the Housing Authority's jurisdiction and receive rent subsidy through a program administered by the Authority. Seven-member board. Four-year terms – no term limits. The mission of the Housing Authority is to provide quality, affordable housing that is well maintained and free from drugs, violent crime, and discrimination while serving residents with the highest degree of professional courtesy, empathy and respect.
Department/Division:	City Clerk

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 2/2025

BOARDS / COMMITTEE

Title: **Nominations:** Historic Preservation Advisory Board (1 regular)

Funds: Not applicable.

Recommended Action: Staff recommends City Council nominate all interested parties.

Summary: Mr. James Dodez resigned from the Historic Preservation Advisory Board, creating a vacancy for a regular seat. The appointment will be for the remainder of the unexpired term until December 2, 2027. Mses. Martha Bireda, Teresa Desguin, and Heather Knuffke are interested in and eligible for appointment to the Board.
Historic Preservation Advisory Board – Meets the fourth Thursday at 9:00 a.m. in City Council Chambers. Seven-member board with two alternate members. Three-year terms. Maximum of three terms. Members of the Board shall be residents, property and/or business owners of the City of Punta Gorda except up to one member may be a resident, property and/or business owner of Charlotte County. Appointment of members shall be made by City Council on the basis of experience or interest in the fields of architecture, general contracting, finance/banking, real estate, law, history, historic preservation, archeology or any other related profession. Identifies for the City Council historically significant structures and sites that should be considered for designation as a “Local Historic Landmark” or be nominated for listing on the Florida Master Site File and the National Register of Historic Places. Makes recommendations of the policies for the protection of historically significant structures and sites. Makes recommendations to staff with regard to certificates of appropriateness for any demolition, variance, sign or relocation of structures. Promotes public awareness of historic archaeological preservation and its community benefits.

Department/Division: City Clerk

EXHIBITS:

1. Historic Preservation Advisory Board
2. Bireda Application
3. Desguin Application
4. Knuffke Application

City of Punta Gorda, FL

Historic Preservation Advisory Board

REVIEWED
By Sara Welch at 2:28 pm, Mar 19, 2025

Board Details

Identifies for the City Council historically significant structures and sites that should be considered for designation as a “Local Historic Landmark” or be nominated for listing on the Florida Master Site File and the National Register of Historic Places. Makes recommendations of the policies for the protection of historically significant structures and sites. Makes recommendations to staff with regard to certificates of appropriateness for any demolition, variance, sign or relocation of structures. Promotes public awareness of historic archaeological preservation and its community benefits.

Overview

Size 7 Seats

Term Length 3 Years

Term Limit 3 Terms

Contact

Name Shelly Carlson

Email SCarlson@cityofpuntagordafl.com

Phone n/a

Additional

Documents for New Appointees

Board_Member_Handbook.pdf
2025_Form_1F_Instructions.pdf
2024_Form_1_Instructions.pdf
2024_Guide_to_the_Sunshine_Ammendment_and_Code_of_Ethics.pdf
HPAB_Bylaws.pdf

Meetings

Regular meetings of the Historic Preservation Advisory Board shall be held in the City Council Chambers, 326 West Marion Avenue, Punta Gorda, Florida, at 9:00 a.m., the fourth Thursday of each month. Special meetings and/or workshops may be held at the call of the Chair or in his/her absence, the Vice Chair. All meetings shall be open to the public. In the event a quorum of the members is not present for a scheduled meeting, such meeting will be rescheduled as soon as possible consistent with notice requirements.

Duties

The Historic Preservation Advisory Board shall: A. Report on a regular basis to the City Council of any actions, activities, or programs of the Board, in particular those requiring City Council action. B. Identify for the City Council historically significant structures and sites that should be considered for designation as a "Local Historic Landmark" or be nominated for listing on the Florida Master Site File and the National Register of Historic Places. Nomination of historic sites for local, state or national listing may be made by the owner of the site by making a written request to the Historic Preservation Advisory Board, or by vote of the Historic Preservation Advisory Board itself. The Historic Preservation Advisory Board shall forward to the City Council a designation report for any structure or site to be added to the City's Historic areas. C. Recommend to the City Council historically significant structures and sites for potential purchase by the City. D. Recommend to the City Council actions needed for any special exception applications involving a historic structure. E. Recommend policies to the City Council for the protection of historically significant structures and sites. F. Promote public awareness of historic and archaeological preservation and its community benefits. G. Receive and recommend to City Council use of any cash, historic facade easements, historic structures or artifacts donated to the City of Punta Gorda. H. Assist owners of historically significant structures in applying for any Federal and State funds that may be usable for historic preservation projects. I. Assist owners of historically significant structures in filing for designation of a property to the National Register of Historic Places. J. Work in concert with the Punta Gorda Historical Society toward compilation of oral and pictorial historical archive. K. Review proposed murals by the Historic Mural Society to ensure historical appropriateness. L. Review and recommend for staff approval applications for Certificates of Appropriateness. M. Review and make a recommendation to City Council on applications for relocation or demolition of structures within a historic district.

Application Form

Introductory Information

Profile

Martha
First Name

R.
Middle Initial

Bireda
Last Name

biredagrp5@yahoo.com
Email Address

PO Box 510818
Home Address

(402 Ida Avenue) however unable to live in my home since Ian
Suite or Apt

Punta Gorda
City

FL
State

33951
Postal Code

Do you reside within the incorporated City limits of Punta Gorda?

(•) Yes ( ) No

Are you a full-time resident of the City?

(•) Yes ( ) No

Current/Former Occupation:

Counselor \Consultant

Work Experience:

Over 30 years experience in different fields; speech and language therapist, adult education teacher, counselor, community organizer, consultant to school districts, Florida Department of Corrections, Florida Department of Education, businesses, community organizations.

FAAHPN_FY25_GRANT_Form_copy.docx
Upload a Resume

Education (post-secondary educational institutions attended):

BA. Speech Pathology - Western Michigan University MA. Speech Pathology- University of Michigan Ed.S. Student Personnel Services - University of Florida Ph.D. Counselor Education- University of Florida

Community Involvement:

Director- Blanchard House Museum of African American History and Culture of Charlotte County Advisory Board- Do The Right Thing Advisory Board- Cultural Heritage Center of SW Florida Member- Citizen’s Advisory Board PGPD - Citizen’ s Advisory Board

Why are you interested in serving on a board or commission?

I am especially interested in serving on the Historical Preservation Board because of my family history in Punta Gorda, my family has been in Punta Gorda since 1885. I feel that I can contribute to an awareness of early Punta Gorda history, and I believe my knowledge and skills can be useful to the board.

Interests/Activities:

History, cultural heritage of diverse groups, travel, and writing.

Which Boards would you like to apply for?

Historic Preservation Advisory Board: Submitted

Bylaws/Ordinances

I have reviewed the governing document(s) for the board(s) to which I am applying and understand what my role as a member will be, and I have the necessary time to devote to serving on the board(s) to which I am applying.

☑ I Agree

Compliance with Laws

I will comply with all applicable laws including, but not limited to, Florida's Public Records Law (Florida Statutes Chapter 119) and the Sunshine Law (Florida Statutes Section 286.011). I will review materials supplied on these subjects by the City Clerk's Office.

☑ I Agree

Question applies to multiple boards

Florida law requires members of one or more of the boards you have selected to file a Form 1 Financial Disclosure, which must be submitted to the Florida Commission on Ethics within 30 days of appointment. Are you willing to serve on such a board?

◉ Yes ○ No

Question applies to multiple boards

Would you be willing to serve as an alternate?

◉ Yes ○ No

Have you served on a City of Punta Gorda Board previously?

◉ Yes ○ No

Please indicate the Board(s) of prior service and dates served.

Historical Preservation Board Punta Gorda History Board Charlotte County Historical Society Cooper Street Board

Are you currently serving on a City Board?

○ Yes ◉ No

Have you ever held a professional license or certificate?

◉ Yes ○ No

If yes, please indicate the license/certificate title, the issue date and the issuing authority.

Over 30 years ago, cannot date , State of Florida, teaching certificate.

Are you a graduate of the Punta Gorda Citizens' Academy?

○ Yes ◉ No

Concluding Information

MARTHA R. BIREDA, Ph.D.
P.O. Box 51081
Punta Gorda, Florida 33951-0818

(941) 585-3023
biredagrp5@yahoo.com

SUMMARY OF QUALIFICATIONS

Over 25 years' experience as an equity consultant specializing in race, gender, class, cultural diversity and empowerment issues. Expertise in teaching, counseling, consulting, public speaking, training, research, writing, curriculum design, and program development.

EDUCATION

Post-Doctoral Fellow, Special Education 1994-1997
University of South Florida
Tampa, Florida
Emphasis: African American Families (Strengths/Social Service Needs)

Ph.D., Counselor Education 1987
University of Florida
Gainesville, Florida
Dissertation: Adult Students' Perceptions of Educational Barriers: Demographic and Meta-Cognitive Factors

Ed.S., Counselor Education 1980
University of Florida
Gainesville, Florida
Emphasis: Student Personnel in Higher Education

Urban Language Seminar 1971
Institute for Urban Language
Washington, D.C.

M.A., Speech Pathology 1969
University of Michigan
Ann Arbor, Michigan

B.A., Speech Pathology 1966
Western Michigan University
Kalamazoo, Michigan

EMPLOYMENT (PRESENT-1987)

Lecturer/Writer/Educational Consultant 2004-Present

Present keynote addresses, conduct workshops, and facilitate dialogues related to cultural diversity, race, gender, and empowerment issues.
Provide technical assistance to low performing schools related to closing the racial achievement gap and racial disparity in discipline.

Florida Humanities Council Speaker 2019-Present

Consultant/Trainer- Law Enforcement Agencies 1995-Present
VALOR Advisory Board Member-IRR
FDLE Community Safety Advisory Board-2014-16

Diversity Consultant- 2011
New College of Florida
Sarasota, Florida
Provided consultation and technical assistance to student organizations and to the Gender and Diversity Center regarding diversity issues and initiatives.

Visiting Professor 2008-2009
Center for Partnerships in Education
College of Charleston
Charleston, South Carolina

Provided assistance to a low- performing African American school; taught graduate courses in Human Growth and Development and Field Experiences.

Research Associate 2004-2016
Aoishima Research Institute
Tokyo, Japan

Duties included research, consultation, and publishing related to cultural literacy, cultural preservation, media and values formation.

Race/Gender Coordinator 1997-2002
Southeastern Equity Center
Miami, Florida

Provided technical assistance related to race, gender, and cultural diversity to local school districts, state and national educational agencies.

Research Associate 1994-1997
Department of Special Education
University of South Florida
Tampa, Florida

Coordinated study of African American family strengths, service needs, and perceptions of the service delivery system.

Research Associate 1994-1997
Institute of Government
University of South Florida
Tampa, Florida

Coordinated a community needs assessment, provided technical assistance to grassroots organizations, and facilitated a leadership retreat for grassroots leaders.

Curriculum Manager 1992-1993
Multicultural Mental Health Training Program
Florida Mental Health Institute
University of South Florida
Tampa, Florida

Developed a multicultural curriculum and provided training to undergraduate and graduate interns.

Counseling Faculty 1987-1992
Hillsborough Community College
Tampa, Florida

Provided academic, career, and personal counseling on an individual and group Basis; developed and conducted workshops; coordinated mini-courses and Brown Bag Seminars; administered and interpreted tests; coordinated the Tutorial Program; and coordinated the Valuing Cultural Diversity Project.

EXPERTISE/ACCOMPLISHMENTS

Race/Cultural Diversity

- President, Diversity Training Associates, Inc., 1992-2002.
  Provided training and technical assistance to school districts related to issues of race, gender, diversity, and parent empowerment in eight southeastern states.

Conducted race relations, gender, and diversity training for governmental agencies, and business organizations.
A sample of clients includes the Florida Department of Education, the Florida Department of Corrections; the Juvenile Welfare Board of Pinellas County; The National Conference (of Christians and Jews); ABC Bridgeport (Connecticut); GTE South; the Leon County Government; the St. Petersburg Chamber of Commerce; USAA; Compu-Link.

- Subject-matter specialist for the Florida Department of Law Enforcement *Human Diversity Curriculum.*

- Subject-matter specialist for the Florida Department of Children and Families *Respecting Human Diversity: Supervisor Certification Training Curriculum.*

- Developed and implemented four diversity training curricula for public school administrators and teachers: *Creating Culturally Sensitive School Environments; Preparing for the 21st Century: Topics in Managing Change; Cultural Effectiveness for Educators; and Teacher Empowerment.*

- Extensive work related to African American male students and disparity in Discipline; designed and conducted *Reducing African American Male Disciplinary Referrals: The Administrator's Role.*

- Developed the *Creating Culturally Sensitive Schools (CCSS)*, a comprehensive cultural awareness/sensitivity program designed to assist schools in creating environments that promote high academic achievement among a diverse student population. This program was especially designed for implemented in Chapter I / Title I schools.

Gender

- 1980-1987 served as counselor to the Women's Re-entry Program at the University of Tampa, Tampa, Florida.

- Developed and taught two courses for women: *Effective Communication Skills for Women* and *Administrative and Supervisory Skills for Women.*

- Developed a specialty in co-dependency counseling (1987-1992). Authored *Love Addiction: A Guide to Emotional Independence,* published by New Harbinger Publications, Oakland California.

- Designed *Developing into Womanhood: Tasks and Skills,* a curriculum for the Florida Department of Juvenile Justice Female Initiative Program, Administered by the African American Leadership Council, Clearwater, Florida.

- A frequent speaker and workshop presenter for conferences addressing issues related to gender and the empowerment of females.

EMPOWERMENT (PERSONAL, PARENT, COMMUNITY)

- Extensive work and success in assisting parents to establish parent advocacy groups to address equity issues in the school setting.

- Designed the *Trust for The Development of African American Youth Curriculum and Training Manual* for the Greater Tampa Urban League, Tampa, Florida.

- Provided technical assistance, and leadership training to individuals and grassroots organizations involved in community development initiatives.

- Developed *African American Community Development,* a training manual for grassroots groups and organizations.

- Developed *Pathway to Change,* a personal empowerment curriculum implemented in the Hillsborough County Orient Road Jail. The program which is based on cognitive behavioral theory and has a strong cultural diversity emphasis has been highly successful (67%) in reducing the recidivism rate for offenders participating in the program.

PUBLICATIONS (Related to Culture and Diversity Issues)

- Bireda, Martha R. (December, 2000). *Education for All.* Principal Leadership, Volume 1, Number 1, p. 8-13.
- Bireda, Martha R. (November, 2000). *The Mythical African American Male.* WEEA Digest, p. 9-10.
- Bireda, Martha R. (2002). *Cultures in Conflict: Eliminating Racial Profiling in School Discipline,* Lanham, MD: The Scarecrow Press, Inc.
- Bireda, Martha R., Ph.D., Cummings, J.F., and Pangelinan, Zita, D. (2004). *Preserving Cultural Integrity in the Age of Globalization.* Tokyo, Japan: Aoishima Research Institute.
- Bireda, Martha R., Ph.D., (2007) *The Trabue Woods Book of Values*, Tokyo, Japan: Blue Ocean Press.
- Bireda, Martha R., Ph.D., and Cummings, J.F. (2008). *Omowali: Reconnecting African American Children with Their True Culture,* Tokyo, Japan: Blue Ocean Press.
- Bireda, Martha R. (2010). *Cultures In Conflict, 2nd Edition* ,Lanham, MD: Rowman & Littlefield Education.
- Bireda, Martha R. (2011). *Schooling Poor Minority Children: New Segregation in the Post-Brown Era,* Lanham, MD: Rowman& Littlefield Education.

- Pwl (aka) Bireda, Martha R. (2017) *The Womb Rebellion*, *Cuba is a State of Mind; The Good Life: Micronesia,* blue ocean press, Tokyo, Japan.
- Bireda, Martha R. (2019) *Reflective Discipline: Reducing Racial Disparity in Referrals and Suspensions,* Lanham, MD: Rowman& Littlefield Education.
- Bireda, Martha R. (2021) *A Time for Change: How White Supremacy Ideology Harms All Americans*, Lanham, MD: Rowman & Littlefield Education.
- Bireda, Martha R. (2022) *The Promise of Whiteness,* Lanham,MD: Rowman & Littlefield.
- Pwl(aka) Bireda,Martha R. (2023) *My Brother's Keeper,* blue ocean press, Tokyo, Japan.
- Columnist for meer.com (2016-Present)

SELECTED PRESENTATIONS (Related to Culture and Diversity Issues)

- *Socially Responsive Pedagogy*
  Charleston Teacher Quality Symposium
  Charleston, South Carolina
  June 8-9, 2011

- *Culturally Responsive Discipline*
  NAREN Conference
  Panama City Beach, Florida
  February 15-18, 2010

- *Culturally Responsive Instruction for Learners from Collective Cultures*
  Pacific Education Conference
  University of Guam, Guam
  June 15-17, 2009

- *The Power of Belief and Relationships*
  Successful Schools Conference
  The Center for Partnerships in Education, Department of Education, College of Charleston, Charleston South Carolina, March, 2009

- *How To Reduce Disciplinary Referrals in Your Classroom*
  Bridges For Student Success II: Understanding Race, Culture, and Language Conference sponsored by the National Association of Holmes Alumni, Charleston, South Carolina, January, 2009

- *The Character Education and Cultural Preservation Book Development Project*
  Pacific Education Conference, Honolulu, Hawaii, 2007

- *Cultural Legacy: Values That Support and Sustain*
  The Geraldine Wilson Seminar, The National Black Child Development Institute (NBCDI), 36th Annual Conference, Miami, Florida, 2006

- *Cultural Literacy and The Restoration of Traditional Values Among Youth*
  Pacific Education Conference, Majuro , Republic of the Marshall Islands 2005

- *Preserving Cultural Integrity in The Age of Globalization: An Educational Response*
  Seminario XI, 12th World Conference of Comparative Education Societies, Havana, Cuba, 2004

- *Cultural Beliefs That Build Resiliency*
  America's At-Risk Youth National Forum
  Myrtle Beach, South Carolina, 1999

- *Reducing School-Related Factors That Place African American Males At –Risk for Disciplinary Action*
  Tenth Annual National Drop-out Prevention Network Conference
  Detroit, Michigan, 1998

- *Ensuring Equity in The Classroom Through Parent Empowerment*
  National Black Child Development Institute
  Chicago, Illinois, 1998

- *A Capacity-Oriented Approach for Enhancing the Healthy Development Of African American Youth*
  National Black Child Development Institute
  Chicago, Illinois, 1998

- *The Administrator's Role in Reducing African American Male Disciplinary Referrals*
  Up With Achievement Conference
  St. Petersburg, Florida, 1998

- *The Implementation of a Domestic Violence Program for Female Victims And Male Batterers Who Are Incarcerated Using a Holistic Approach With Culturally Competent Curricula*
  Academy of Criminal Justice Sciences
  Albuquerque, New Mexico, 1998

- *The Strengths of African American Families*
  National Black Family Conference
  Myrtle Beach, South Carolina, 1997

- *Learning To Exhale: Empowerment Lessons for Females*
  Georgia Equity Conference
  Savannah, Georgia, 1996

- *Healing The Spirit of Our Youth*
  Florida School Health Conference
  Miami, Florida,1995

- *Freirean Principles: Applications to African American Community Development*
  Pedagogy of the Oppressed Conference
  University of Nebraska at Omaha
  Omaha, Nebraska, 1995

- *Human Diversity*
  Florida Council on Crime and Delinquency
  St. Petersburg, Florida, 1993

- *Breaking Cultural Barriers*
  Florida Association for Women in Education
  Tampa, Florida, 1992

- *Creating Culturally Sensitive Classrooms*
  National Association for Multicultural Education
  Orlando, Florida, 1992

- *A Model for Training Culturally Competent Counselors*
  Florida Association for Counseling and Development
  Tampa, Florida, 1991

- *Valuing Diversity*
  Celebrating Cultural Diversity in Florida Conference
  Gainesville, Florida, 1989

- *Multicultural Skills for Counselors*
  American Association for Counseling and Development
  Chicago, Illinois,1988

COMMUNITY ACTIVITIES

- Founder of the Blanchard House Museum of African American History and Culture of Charlotte County (FL) (2004)

- 2004-Present: Volunteer Executive Director and President Board of Directors, The Blanchard House Museum Punta Gorda, Florida

- 2014-2017- Director of the New Image Project (Punta Gorda Middle School)

- Wrote a monthly column, *Invisible Lives,* in the Charlotte Sun-Herald which relates the history, culture, and contributions of African Americans.

- Publication: *Defying Stereotypes: Slave Descendants Help To Shape Life in Early Punta Gorda,* (2004), Expressions Magazine, Expressions Magazine, WGCU Public Media.

- Director- Do The Right Thing, Punta Gorda Police Department

- Member- WGCU Diversity Advisory Board

- Member- Cultural Heritage Center of Southwest Florida Board

- Member- Advisory Board Flourish

References available upon request.

Application Form

Introductory Information

Public Record Acknowledgement

I acknowledge that my application and any attachments, including my resume, will become public record pursuant to Florida Statutes. I further acknowledge it is my responsibility to inform the City Clerk's Office if any of my personal identifying information qualifies for exemption from public disclosure.

☑ I Agree

Profile

Teresa
First Name

L
Middle Initial

Desguin
Last Name

teresadesguin@yahoo.com
Email Address

101 Desguin Ln., PG 33950
Home Address

PUNTA GORDA
City

FL
State

33950
Postal Code

Do you reside within the incorporated City limits of Punta Gorda?

◉ Yes ○ No

Are you a full-time resident of the City?

◉ Yes ○ No

RESUME.doc
Upload a Resume

Why are you interested in serving on a board or commission?

i want to save the Freeman House and get city hall repaired and reopened

Which Boards would you like to apply for?

Historic Preservation Advisory Board: Appointed

Question applies to multiple boards

Financial Disclosure Acknowledgement

If I am appointed to a board requiring financial disclosure, I agree to file the Form 1 Financial Disclosure and Form 1F Final Statement via the Florida Commission on Ethics online portal within the required timeframes.

☑ I Agree

Bylaws/Ordinances

I have reviewed the governing document(s) for the board(s) to which I am applying and understand what my role as a member will be, and I have the necessary time to devote to serving on the board(s) to which I am applying.

☑ I Agree

Compliance with Laws

I will comply with all applicable laws including, but not limited to, Florida's Public Records Law (Florida Statutes Chapter 119) and the Sunshine Law (Florida Statutes Section 286.011). I will review materials supplied on these subjects by the City Clerk's Office.

☑ I Agree

Question applies to multiple boards

Would you be willing to serve as an alternate?

◉ Yes ○ No

Have you served on a City of Punta Gorda Board previously?

◉ Yes ○ No

Please indicate the Board(s) of prior service and dates served.

HPB

Are you currently serving on a City Board?

◉ Yes ○ No

Which Board(s)?

alternate HPAB

Are you a graduate of the Punta Gorda Citizens' Academy?

○ Yes ◉ No

Concluding Information

Advertising/Marketing Advisor/Events & Promotions

Clear Channel Media & Entertainment

16 years with Clear Channel-current
6 years with Woodward Broadcasting-Fairmont MN 1990-1996
2 years with Tuff Publishing-Blue Earth MN 1997-1990

I've been working with clients and the community for 25 years. I enjoy meeting new people and am very fair so I would be able to submit objective yet accurate reports. I have been writing radio commercials for 22 years so I believe my writing and professionalism would make for very clear, efficient and detailed reports. I am looking to retire within this year so this would be a perfect opportunity for me to evolve into. I travel often so my geographical diversity would be a benefit for you. The cities I frequent the most are Boston, Minneapolis, Duluth, Bozeman, Houston, the Abacos of the Bahamas and all of Florida. I'm not opposed to traveling to other locations if needed and am pretty flexible with my availability. I have very good work ethic and would be an asset to your company.

Application Form

Introductory Information

Profile

Heather
First Name

Knuffke
Last Name

fororgdev@gmail.com
Email Address

130 Breakers Ct #221
Home Address

Punta Gorda
City

FL
State

33950
Postal Code

Do you reside within the incorporated City limits of Punta Gorda?

(•) Yes ( ) No

Are you a full-time resident of the City?

(•) Yes ( ) No

2024_AI_Technology_Adoption_Executive_-_Knuffke__1_.docx
Upload a Resume

Why are you interested in serving on a board or commission?

I've been in public service all my life, and I want to contribute those skills and experience to this wonderful town.

Which Boards would you like to apply for?

Code Enforcement Board: Submitted
Punta Gorda Isles Canal Advisory Committee: Submitted
Building Board: Submitted
Historic Preservation Advisory Board: Submitted
Planning and Zoning Board: Submitted
Punta Gorda Housing Authority: Submitted
Utility Advisory Board: Submitted

Bylaws/Ordinances

I have reviewed the governing document(s) for the board(s) to which I am applying and understand what my role as a member will be, and I have the necessary time to devote to serving on the board(s) to which I am applying.

☑ I Agree

Compliance with Laws

I will comply with all applicable laws including, but not limited to, Florida's Public Records Law (Florida Statutes Chapter 119) and the Sunshine Law (Florida Statutes Section 286.011). I will review materials supplied on these subjects by the City Clerk's Office.

☑ I Agree

Question applies to multiple boards

Would you be willing to serve as an alternate?

◉ Yes ○ No

Question applies to Punta Gorda Isles Canal Advisory Committee

I am a resident of the Punta Gorda Isles Canal Maintenance Assessment District.

◉ Yes ○ No

Have you served on a City of Punta Gorda Board previously?

○ Yes ◉ No

Are you currently serving on a City Board?

○ Yes ◉ No

Are you a graduate of the Punta Gorda Citizens' Academy?

○ Yes ◉ No

Month and year of graduation:

Applied

Concluding Information

HEATHER MB KNUFFKE

AI Technology Adoption Executive
C: 719.290.0562 | heather.knuffke@us.af.mil

Air Force Senior Leader integrating advanced technological innovation, including Artificial Intelligence with organizational change management. Expertise in strategy, predictive and generative AI, data science, technology and product lifecycles, and regulatory imperatives. Highly trusted and respected with more than 20 years' experience in leading technical and cultural change programs at the tactical, operational, and strategic levels. Consummate expert in establishing new programs and IT systems to transform legacy systems into high quality customer and user experiences, including for Multinational Forces – Iraq, the Air Force Academy, Headquarters Air Force, and the Air Force/Space Force Personnel Center. Six years' experience leading highly successful REMOTE and hybrid teams.

Building Technocrats through education, coaching, and experience with tech change:

- Operations visualization, Automation, bots
- Predictive AI for Future Ops & Generative AI for knowledge management and customer service
- Creation of AI policy, governance, and processes for acquisition

Here's me on the challenges of managing change in the AF/A1 digital transformation.

EXECUTIVE TECHNOLOGIST SERVING PEOPLE (GS-2210/1515/0343)

Advanced Technology Acquisition | Innovation and Design | Implementation and Adoption

KEY SKILLS	SUMMARY STATEMENT
- *Chief, Human and Advanced IT (AI) Integration* - *Responsible Artificial Intelligence* - *Organizational Leadership & Strategy Development* - *Digital and Cultural Transformation* - *IT Program Management Office, Chief* - *Program Drawdown, Program Standup* - *Org Change Management/Strat Comms* - *Financial and Risk Management* - *Portfolio & Project Management* - *Chief Data Officer* - *Chief Requirements Officer* - *User and Customer Experience, HCD*	▪ Conducting PhD research in applying persuasive intelligent IT & AI in the workplace. Leverages multiple graduate degrees in public policy, economics, and public affairs. Published and sought after speaker on IT, HR, resiliency, disaster management, and government program evaluation. ▪ Senior leader with sustained superior performance leading diverse mil/civ teams in fast-paced, high-consequence operations supporting Air Force, Army, Marine, Joint, and Multinational Forces. ▪ Program lead for the Digital Transformation of the Air Force Academy's multiple IT systems. Led comprehensive, organization-wide journey mapping, 100+ AF processes reimagined, requirements identification, market research, user story writing, multiple Acquisitions, system architecture and compliance, and software and policy implementation. ▪ Tested Chief Program Management Officer leading simultaneous waterfall and agile software operations, software acquisitions, ATOs, continuous risk and security operations, and implementations. ▪ Former US Diplomat for Science and Technology, DOD policy writer, USMC agent-based modeling, and Army Mod & Sim wargamer, thought leader in applying artificial intelligence in strategic/operational environments. ▪ Expert in establishing innovative programs and policies,

- *Designing User/Customer Engagement/Feedback Mechanisms* - *Chief, Enterprise Strategy, Change, Comms, & Culture Officer* - *Master Trainer for OCM / Adoption* - *Mentorship and Relationship Building* - *Deep knowledge in DOD AI Policy/Regs*	garnering (POM) funding, Snr Ldr support, and authorities to operate (ATO) within DOD policy, PPBE, governance, and compliance frameworks. ▪ Proven record of accomplishments in the design and implementation of human capital management systems (ERPs), CRMs, financial management, education, warehousing and inventory management, point of sales systems, data warehousing and analytics, external relations & community engagement systems, risk & strategy management.

PROFESSIONAL EXPERIENCE & ACCOMPLISHMENTS

CHIEF, HUMAN AND ADVANCED INFORMATION TECHNOLOGY INTEGRATION, GS14-2210 **Aug 2023 – Present**
Air Force Personnel Center, Randolph, Joint Base San Antonio, TX - REMOTE
Supervisor: Mr. Damon Menendez, damon.menendez.1@us.af.mil, may contact

Delivering:

As a technologist specializing in advance technology but located in an organization of non-technologists, I built a program to expand our digital literacy and build a flight path for Artificial Intelligence and other Advanced IT.

Building Technocrats. Given an abundance of human expertise, but a climate of constant technical and policy change, our human experts need digital literacy skills to implement advanced information technologies, including generative and predictive AI. Secured and facilitated AI/analytics/automation training to build institutional readiness for capability adoption and implementation across all tiers. Built/automated tailored roadmaps for the Techno-curious for personal development based on self-assessment of technical capability and tech leadership capability. This work means AFPC now has AI-experienced SMEs at every level who know the value, requirements, and process of implementing both predictive and generative AI.

Establish artificial intelligence/machine-learning programs. Devised and communicated a detailed, well-planned, and executable vision and project plan for both AFPC GPT and Predictive Artificial Intelligence pilot programs that integrate civ/mil HR technicians and cutting-edge artificial intelligence capabilities. Partnering with Office of Sec Defense, Chief Data/AI Officer and DataRobot, bringing advanced predictive analytics to better inform the training pipeline. Partnering with the Air Force Research Lab to bring large language models and generative techniques (NIPRGPT) in support of amplifying human intuition and intelligence in customer service and help desk support. AFPC_GPT adopted as new agency AI initiative for the future operational HR portfolio.

AI/ML liaison. Established relationships and trusted networks across the Fed/DOD/AF community, thereby furthering the adoption of advanced information technology. Ongoing market research and integrating technology from the commercial space and other government vendors. Leveraged partnerships at BRAVO Hackathon with AFRL, A1X and SAF/CV to further advance AFPC's IT system capability via cutting edge AI technologies. Early adopter, secured at no cost to the government, the Retrieval Augmented Generation (RAG) + LLM for use in

AFPC. Negotiated free use of a predictive analytics model, as well as comprehensive AI training at no cost to the government. All capabilities effectively increased staff knowledge of AI capabilities, along with expanding staff understanding of how to best implement these capabilities for the betterment of their respective programs. In the last year, we went from 1-2 people with faint knowledge in AI, to 30+ experts across divisions.

Expanding Robotic Process Automation (Bots). As a non-data/technical org, our subject matter experts need playbooks and standard checklists to visualize their current operations and quantify their program management. Enabled visualization, prediction, and data-driven decision making, whether through UIpath, or MS Power Tools.

Visualizing Current Operations: Established data analytic home for Director of Staff, transformed from disparate Tableau products to a unified PowerBI platform and collaboration center. Standardizing access, data and dashboards management, and building a pipeline for data governance.

CHIEF ORGANIZATIONAL TRANSFORMATION, GS14-2210 Apr 2021 – Aug 2023
Air Force A1 Digital Transformation Activity, Randolph, AFB San Antonio, TX - REMOTE
Supv: Col Brian Hinsvark, Director, brian.hinsvark@us.af.mil, **or Mr. Bob Landis Robert.landis.2@us.af.mil**

Delivered:

Chief, Director's Special Programs**.** "Fire and forget leader." Senior leader for assessment of DAF A1/S1 enterprise IT implementation plans, processes, and capabilities for their effect on Airmen. Built program goals, plans, policies, and procedures for AF-wide, complex, and controversial digital transformations. Shepherded orgs through painful reorg and process changes.

Served as the trusted voice of change. As the Strategic Communications, Org Change Management (OCM), and Digital Transformation brand manager, I built an integrated communication platform with 40+ channels, 13000 members, and tri-annual conferences. Earned trust and commitment across the AF Manpower, Personnel, and Services orgs and Air Force's global network of A1s and J1s, FSSs, and CSSs by carrying the digital transformation message to each Major Command and Base and bringing back their feedback and concerns. Speaker and co-chaired multiple Air Force events ISO change management and the A1 message of Digital Transformation.

Expertise in translating technologies into human impact such as Artificial Intelligence, Salesforce, Oracle, AWS, ICAM, ServiceNow, Tableau, etc. Responsible for not only providing agile analysis, planning, and decision-making, but translating what these new technologies mean to our men and women who must use them in military and civil operations across the Total Force spectrum of DAF A1 missions.

Human Resource Information Technology Expertise**.** Examined technical requirements for Talent Management integration performance characteristics with respect to current standards and architectures, particularly from the perspective of adoption, readiness, and user experience. Led studies/analyses to resolve deficiencies and redesign system level engineering solutions. Ensured interoperability with relevant civilian/military systems.

Integrated user and customer needs into the digital experience**.** Established standards and methodologies for OCM programs for A1 change initiatives. Conducted numerous Voice of the Airmen surveys and forums, senior leader Q&A sessions, and Ask Me Anything / technical

briefs. Using every means available, to ensure customer and stakeholder integration throughout design, improvement, and innovation.

Senior business and customer engagement officer to ensure technology innovation meets customer expectations. Oversee sensing sessions, collect survey data, develop focus groups, monitor training activity and user story development to capture and articulate user needs and expectations. Translate into trackable metrics.

Size and Scope Factors:

- Lead Organizational Change Management and customer engagement for the HR/TM portfolio of 118+ IT applications and systems. Establish then oversee/regulate OCM programs for each of the major A1 programs.
- **Changed the way A1 Communicates**. Launched a universal A1 Communication and Collaboration Platform to connect business, technical, and strategic leaders with Airmen and Guardians. Initiated and orchestrated, hosted, managed 6 A1 Delivers! virtual conferences with 32 keynote addresses from Senior Leadership, and 120+ total live briefings, Q&A sessions, demos, reaching 13,000 Airmen & Guardians worldwide w/ live and on-demand content.

CHIEF, A1X STRATEGY, CHANGE MANAGEMENT, STRATEGIC COMMS & CULTURE Dec 2019 - Apr 2021
DCS, Manpower, Personnel & Services; Directorate of Plans & Integration AF/A1XI, Pentagon Washington DC
- REMOTE Supervisor: Col Jeff DeBerry, (312) 687-4220

Delivered:

Chief, Change Management, Culture, Strat Comms, and Strategy Branch. Directed major lines of effort to facilitate implementation and adoption of Digital Transformation initiatives: Organizational Change Management, Cultural Transformation, Strategic Comms, Airmen Experience Management (assessment), and Human Centered Design. Evaluating and improving HCM IT delivery mechanisms for DAF: Active Duty, Reserve, and Civilian from recruitment through separation.

Established Airmen Experience Management capability for qualitative and quantitative analysis to measure the Airmen's experience with new and existing technology and to direct information for return on human capital investment. Shepherded a new way of doing business to ensure all aspects of the A1 Digital Transformation were centered on the employee and customer experience. Intersecting user interface, user experience (UI/UX) and Human Centered Design to improve Airmen's experience. Acquired and led gov't and contracted staff.

Portfolio Manager HR IT systems. Integrated enterprise architecture, business process owners, acquisition planning, and chief technology officer expectations into long-term IT strategy and then aligned sub-portfolio IT system plans with business strategy and digital transformation initiatives. Ensured funding, regulatory compliance, and acquisition processes met the strategic need.

Portfolio Change Management: Ensured each A1 Digital Transformation project established a program for managing organizational change (OCM) to reduce cost of HR IT implementation, improve speed of adoption, and improve experience for Airmen adopting new IT systems. Applied industry (Prosci) and military best practice to manpower, personnel, education and training, and Care programs for the Total Force. Built the standard and trained others to the

standard for 8 different HR information technology investments, including templates and tools to support IT adoption.

A1 Digital Cultural Transformation: Develop, implement, and lead a comprehensive culture transformation strategy for the AF/A1. Through intensive interviews and focus groups, assessed culture maturation model, measured against baseline. Cultural goals include change readiness, agile mindset, Total Force orientation, and human centered design. Lead collaboration technology adoption effort.

Strategic Communications: Develop, implement, and lead A1X strategic communications that reach 650,000 Airmen. Assess audience, channels, messages, and relative impact. Organize, brand, unify, and amplify project communications for dozens of Digital Transformation projects.

Culture of professional development: Cultivate A1 Airmen's learning via the Gartner HR and Gartner IT programs (licensing, workshops, and training events) on behalf of A1X. Certified to teach 7 OCM classes, targeting practitioners, Project Managers, Supervisors, new employee orientation, frontline Airmen, Senior Leaders, and a fundamentals course to manage the development, delivery, and implementation of IT technology.

CHIEF, AF ENTERPRISE CHANGE MANAGEMENT PROGRAM & STRATEGIC COMMSOct 2018 – Dec 2019
GS14-0301 DCS, Manpower, Personnel & Services; Directorate of Plans & Integration AF/A1XX, Pentagon Wash DC
- REMOTE Supervisor: Mr. Alex Hodge, Alexander.hodge@us.af.mil

Delivered:

Established the AF/A1 Enterprise Change Management Program. Developed and led comprehensive IT change management strategy. Built program plan with scope, performance, schedule, budget, and risks.

Established the AF/A1 Strategic Communications Strategy for Digital Transformation. Established the A1 Digital Transformation brand, templates, pitch. Coordinated branding across all A1 Digital Transformation programs for cascading comms. Conducted UI/UX assessment on existing branding and expectations for future brands.

Total Force Governance. Established the Total Force ECM governance structure to provide oversight standards of the Digital Transformation. Led Total Force Community of Practice (working group and online collaboration sites) for the intellectual development and professionalization of the A1.

IT Portfolio Manager, Business Systems Portfolio Analyst. Led strategic risk reduction efforts with key mission partners ISO transformation goals, objectives, and frameworks. Establish AF wide IT portfolio change adoption roadmap in modernizations of enterprise-level HRM IT systems.

Train and Sustain the Force. Built a Train-the-Trainer program for Organizational Change Management (OCM) in Agile and complex IT initiatives, giving the USAF a cadre of trained OCM trainers to sustain OCM competencies.

CHIEF, PROGRAM MANAGEMENT OFFICER DIVISION Oct 2016 – Oct 2018
United States Air Force Academy, Colorado Springs, CO
Supervisor: Col David Kincaid, 571-488-8548

Delivered:

Portfolio Management and Project Management. Portfolio manager for a $120 million Information and Technology (IT) transformation at the US Air Force Academy. Portfolio includes three concurrent programs targeting 8 IT software acquisitions. Fought for the resources to manage, train, and equip a roughly 15-20 person project team plus several contracting teams, spanning multiple organizations and implementing a suite of integrated software and IT systems. Lines of Effort included:

- Overall PM team who secured and provide stewardship to the Academy's budget and resources
- Change and Communication Management team
- Knowledge Management, Cyber Security, and Enterprise Architecture team
- Non-materiel Solution Implementation team and Materiel/Cyber Security Increment 1 team

Cyber Security and Cloud Security. Created a common USAFA SOC for the security of multiple cloud-based information systems. Employing mobile first technology and first of its kind multi-factor authentication for non-CAC holders.

Market Research and Acquisition Planning. Developed requests for information (RFI) from industry and organized numerous demos to develop knowledge of the marketplace for student information systems, scheduling software, customer relationship management capabilities, marketing and recruitment capabilities, cadet logistics, point of sales, and data analytics.

Establishing Strategic Knowledge Management. As the Academy's resident expert in Knowledge Management, chartered a knowledge, information, and data working group to unify efforts in enterprise architecture, data architecture, and data governance.

CHIEF, CAPABILITIES AND REQUIREMENTS DIVISION, (OPS RESEARCH, 1515) Mar 2015 – Oct 2016
United States Air Force Academy, Colorado Springs, CO
Supervisor: Col David Kincaid, 571-488-8548, May be contacted

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Delivered:

Chief, Business & Information Process Transformation Team. Led the USAFA Digital Transformation. Managed a portfolio of material and services acquisitions, with a total of 20 personnel. Established and defended programmed and non-programmed resources to sustain project requirements by validating business process re-engineering and business analytics.

Established the Capabilities and Requirements Division. Organized, manned, and equipped a new division at the United States Air Force Academy for Software Capabilities and Requirements. Required identifying, obtaining, and managing resources to staff a previously non-existent division. Established division tasks, goals, organizational management, and responsibilities. Staff of 9.

Implementing Air Force and Project Management Best Practices. Secured authority and approval from Superintendent and SAF/MG to proceed with the Service Development and Delivery Process (SDDP, AFMAN 33-402) and later the Business Capability Acquisition Cycle (BCAC, AFI 63-144 and DoDI 5000.75).

Establishing and Protecting Program Budget. Fought to establish and protect approximately $120 million in the PPBS POM process for the development and procurement of IT and software solutions. Led the way to expand current AF practices on how to use 3400 budget line to enable first 2-year implementation plan used in AF with the 3400 line.

Business Process Re-engineering and Enterprise Architecture. Organized and managed 19 week-long conferences of middle management and subject matter experts to completely re-engineer the Academy's business processes. This resulted in the development of over 80 process maps.

Policy Development. Developed Academy policy to implement the Studies Repository Program (USAFAI 90-1063).

- Analyzed data and activity mapping, feasibility studies, to find the best solutions for USAFA, saving the AF and USAFA over $20M.
- Brought $42m into USAFA over the FYDP with the BIPT program. Came in $29 million under budget.
- Established and implemented the USAFA Change Management Strategy and Stakeholder Assessments.

Other relevant Experience

Ops Research/Sys Analyst (GS 1515-13) for Army G-8, USMC Warfighting Lab, OSD(P), DOS, 2x MNC-I 2003-2009

President of the Board of Directors, Falcon Highlands Metropolitan Water District
2012 – 2017
Research Associate, Buechner Institute for Governance, Univ of Colorado, Denver
2010 – 2015
Adjunct Research Professor, Center for Homeland Security, Univ of Colorado Colo Spring
2011 – 2013
Senior Adviser, 3rd Battalion, 29th Field Artillery Regiment Family Readiness Group
2010 – 2012

Education & Training

2025 Colorado State University, Doctoral Program, Human Resources and Education, Organizational Leadership, Performance and Change. Anticipated in 2025.
Research Focus: **Persuasive Technology, Artificial Intelligence, and Workplace Performance**
2015 University of Colorado; Doctoral studies, Public Affairs – ABD
Research: Program Evaluation and Management in Homeland Security – Emergency management, community resiliency, and collective action
2010 Salve Regina University; Graduate Certificate in Political Science, International Relations
2002 University of Michigan; Ann Arbor, Master of Public Policy (MPP)
2002 University of Michigan; Ann Arbor, Master of Applied Economics (MAE)
1999 Oakland University, Rochester, MI; Bachelor of Arts in Psychology, minor Philosophy (BA)

MIT AI Accelerator; Massachusetts Institute of Tech
SAFe 6.0 Leading Agile Change; Completed 2x, organized 50 staff to attend
Prosci Certified Trainer; Prosci Certification
Prosci Enterprise Change Management; Prosci Certification
Prosci Agile Change Management; Prosci Certification
PMP Project Management Boot Camp; AFIT, completed 3 times over the years
****Author of several papers and presentations, list available upon request****

Awards

Air Force Meritorious Service Award, 2023
Roger Blanchard Innovation AF/A1 Nominee, 2019

Commander's Award for Public Service, 2013
Heart of the Iron Brigade, 2013
Secretary of Defense Medal for the Global War on Terrorism, 2009
Commander's Award for Civilian Service, 2008
Multinational Corps Certificate of Appreciation, 2008
Commander's Award for Civilian Service, 2007
Joint Civilian Service Commendation Award, 2006
US Department of State Certificate of Appreciation, 2005

REFERENCES

David Kincaid, Col (ret) United Airlines 517-488-8548
dave.kincaid.92@gmail.com
Jan Baltrusaitis, AF A1C Senior Technical Advisor 703-489-3065
janset.baltrusaitis@us.af.mil
Robert Landis, AF/A1 Deputy CDO, Artificial Intelligence Liaison 210-364-5554
robert.landis.2@us.af.mil
Damon Menendez, AFPC Deputy Director Military Programs 210-508-6300
damon.menendez.1@us.af.mil
Eric Burgener, Senior Program Manager, Air Force Personnel Center 210-834-7200
eric.burgener@us.af.mil
Carlos Davila, S1 CTO, United States Space Force 202-642-4384
carlos.davila@us.af.mil
J.D. Sicilia, Senior Change Advisor, VP Performance, G38 Consulting 703-350-6162
jdsicilia@outlook.com
Dan Olson, Director of Customer Engagement, Prosci 763-355-4145 dolson@prosci.com
Gail Colvin, Director of Staff, United States Air Force Academy 703-333-4145
gail.colvin@usafa.edu

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 2/2025

BOARDS / COMMITTEE

Title:	**Nominations:** Punta Gorda Housing Authority (1 Regular)
Funds:	Not applicable.
Recommended Action:	Staff recommends City Council nominate and appoint the interested party.
Summary:	Mses. Jacqueline Benjamin's term will expire on May 18, 2024. Ms. Benjamin's seat is for a resident of the area served by the Punta Gorda Housing Authority. She is eligible to continue to serve and interested in reappointment. The vacancy is for a four-year term expiring May 18, 2028. Punta Gorda Housing Authority - Meets the 3rd Thursday at 8:30 a.m. at the PGHA Community Room, 340 Gulf Breeze Avenue, Punta Gorda. Must be a resident of Charlotte County or the City of North Port. At least one commissioner shall reside within the Housing Authority's jurisdiction and receive rent subsidy through a program administered by the Authority. Seven-member board. Four-year terms – no term limits. The mission of the Housing Authority is to provide quality, affordable housing that is well maintained and free from drugs, violent crime, and discrimination while serving residents with the highest degree of professional courtesy, empathy and respect.
Department/Division:	City Clerk

EXHIBITS:

1. Benjamin Application

Application Form

Introductory Information

Public Record Acknowledgement

I acknowledge that my application and any attachments, including my resume, will become public record pursuant to Florida Statutes. I further acknowledge it is my responsibility to inform the City Clerk's Office if any of my personal identifying information qualifies for exemption from public disclosure.

☑ I Agree

Profile

Jacqueline
First Name

R
Middle Initial

Benjamin
Last Name

jbenja55@aol.com
Email Address

1702 Kew Gardens Ave
Home Address

North Port
City

FL
State

34286
Postal Code

Home: (941) 889-9203
Primary Phone

Business: (941) 979-2460
Alternate Phone

Do you reside within the incorporated City limits of Punta Gorda?

○ Yes ◉ No

Are you a full-time resident of the City?

○ Yes ◉ No

JRB_RESUME.docx
Upload a Resume

Why are you interested in serving on a board or commission?

I firmly believe in the mission of the Punta Gorda Housing Authority and would like to continue to serve. I would like to note that I live within the Housing Authority's jurisdiction.

Which Boards would you like to apply for?

Punta Gorda Housing Authority: Submitted

Bylaws/Ordinances

I have reviewed the governing document(s) for the board(s) to which I am applying and understand what my role as a member will be, and I have the necessary time to devote to serving on the board(s) to which I am applying.

☑ I Agree

Compliance with Laws

I will comply with all applicable laws including, but not limited to, Florida's Public Records Law (Florida Statutes Chapter 119) and the Sunshine Law (Florida Statutes Section 286.011). I will review materials supplied on these subjects by the City Clerk's Office.

☑ I Agree

Have you served on a City of Punta Gorda Board previously?

◉ Yes ○ No

Please indicate the Board(s) of prior service and dates served.

Punta Gorda Housing Authority - Approximately two and a half terms of three years equal to six to seven years total.

Are you currently serving on a City Board?

◉ Yes ○ No

Which Board(s)?

Punta Gorda Housing Authority

Are you a graduate of the Punta Gorda Citizens' Academy?

○ Yes ◉ No

Concluding Information

Jacqueline Benjamin

Retail Banking Officer

941-979-2460 or 941-889-9203
Jbenjamin@crews.bank

Professional Summary

Vice President Retail Banking Officer with over 30 years in banking. Responsible for developing first class support staff to provide top notch service to new and existing customers. Support local community service organizations through board participation and attending local events.

Skills

Branch Operations
Professional Ethics
Financial Product Sales
Goal Oriented Mindset
Cash Handling Accuracy
Digital Banking

Work History

Retail Banking Officer
February 2006 - present
Crews Bank and Trust, Port Charlotte, FL (Formally Charlotte State bank and Trust)

Manage bank branch operations. Provide in person and online service to all customers.

Education

Associate of Science Business
May 1995
Manatee Community College, Sarasota, Florida

Affiliations

Punta Gorda Housing Authority Board
Punta Gorda Chamber of Commerce Board
Virginia B. Andes Community Clinic
Charlotte Behavioral
Charlotte/Desoto Builders Association

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 2/2025

BOARDS / COMMITTEE

Title:	**Appointments:** Burnt Store Isles Canal Advisory Committee (1 regular)
Funds:	Not applicable.
Recommended Action:	Staff recommends City Council appoint 1 nominee.
Summary:	Mr. William Moran's seat was forfeit due to exceeding the allowed number of absences, and he decided not to appeal the forfeiture. The appointment will be for the unexpired term until July 8, 2027. Messrs. Matthew Ferrara and William Drummond are interested in and eligible for appointment to the Committee. **Burnt Store Isles Canal Advisory Committee (BSI CAC)** – Meets monthly on the second Tuesday at 1:30 p.m. in City Council Chambers. Must be resident of Burnt Store Isles Canal Maintenance Assessment District. Five-member board. Three-year terms. Maximum of three terms. Financial disclosure required. Makes recommendations to City Council on effective maintenance of existing canals, waterways and navigable channels within the district, together with the maintenance and reconstruction of seawalls. Holds public hearings and makes final decision on petitions for Canal Construction Special Permits.
Department/Division:	City Clerk

EXHIBITS:

1. Burnt Store Isles Canal Advisory Committee
2. Drummond Application
3. Ferrara Application

City of Punta Gorda, FL

Burnt Store Isles Canal Advisory Committee

REVIEWED
By Sara Welch at 2:27 pm, Mar 19, 2025

Board Details

Makes recommendations to City Council on effective maintenance of existing canals, waterways and navigable channels within the district, together with the maintenance and reconstruction of seawalls. Holds public hearings and makes final decision on petitions for Canal Construction Special Permits.

Overview

Size 5 Seats

Term Length 3 Years

Term Limit 3 Terms

Contact

Name Marc Storm

Email MStorm@cityofpuntagordafl.com

Phone n/a

Additional

Documents for New Appointees

2025_Form_1F_Instructions.pdf
2024_Form_1_Instructions.pdf
Board_Member_Handbook.pdf
2024-government-in-the-sunshine-manual.pdf
Burnt_Store_Isles_Canal_Advisory_Committee_Bylaws_-_Final.pdf
BSI_CAC_Quasi-Judicial_Proceedings_Training_Presentation_-_Copy.pdf

Meetings

Regular meetings of the Burnt Store Isles Canal Advisory Committee shall be temporarily held in the Military Heritage Museum, 900 West Marion Avenue, Punta Gorda, Florida, at 1:30 p.m., the second Tuesday of each month, unless noticed otherwise. Meeting dates may be changed or cancelled by staff or by consensus of the Committee during a public meeting. Members shall be notified immediately of any meeting date changes made by staff. Special meetings and/or workshops may be held at the call of staff, the Chair or, in his/her absence, the Vice Chair. All meetings shall be open to the public.

Duties

The Burnt Store Isles Canal Advisory Committee shall have no authority other than as stipulated by the Bylaws and approved by the City Council. The Committee may: A. Make recommendations to the City Council on: 1. The effective maintenance of existing canals, waterways and navigable channels, including the Burnt Store Isles boat lock, within the district together with the maintenance and reconstruction of bulkheads and retaining walls. 2. The adoption of construction standards for seawalls, docks, davits, boat lifts and associated pilings. 3. The proposed fiscal year operational budget, sources of revenue and any other expenditure of funds for the district. 4. Proposed ordinances or resolutions pertaining to district operations. 5. Requests to include lands not currently included within the district. 6. Requests for variances located on land abutting and lying within six feet of the seawall. B. Review and consider comments and concerns from residents related but not limited to enforcement issues such as excessive boat speeds, excessive wake, anchoring in navigable channels, illegal netting, operation of boats without lighting and interference with navigation in order to make recommendations and/or forward to the applicable City enforcement department. C. Decide on petitions for variances to the provisions of Punta Gorda Code Chapter 6, Article 2, Section 2-1.

Application Form

Introductory Information

Public Record Acknowledgement

I acknowledge that my application and any attachments, including my resume, will become public record pursuant to Florida Statutes. I further acknowledge it is my responsibility to inform the City Clerk's Office if any of my personal identifying information qualifies for exemption from public disclosure.

☑ I Agree

Profile

William
First Name

H
Middle Initial

Drummond
Last Name

williamhdrummond36@gmail.com
Email Address

552 Macedonia Dr
Home Address

Punta Gorda
City

FL
State

33950
Postal Code

Do you reside within the incorporated City limits of Punta Gorda?

◉ Yes ○ No

Are you a full-time resident of the City?

◉ Yes ○ No

Resume_for_William_H_Drummond.docx
Upload a Resume

Why are you interested in serving on a board or commission?

I would like to assist in seeing that our BSI canals are properly maintained for boaters and homeowners.

Which Boards would you like to apply for?

Burnt Store Isles Canal Advisory Committee: Submitted

Question applies to multiple boards

Financial Disclosure Acknowledgement

If I am appointed to a board requiring financial disclosure, I agree to file the Form 1 Financial Disclosure and Form 1F Final Statement via the Florida Commission on Ethics online portal within the required timeframes.

☑ I Agree

Bylaws/Ordinances

I have reviewed the governing document(s) for the board(s) to which I am applying and understand what my role as a member will be, and I have the necessary time to devote to serving on the board(s) to which I am applying.

☑ I Agree

Compliance with Laws

I will comply with all applicable laws including, but not limited to, Florida's Public Records Law (Florida Statutes Chapter 119) and the Sunshine Law (Florida Statutes Section 286.011). I will review materials supplied on these subjects by the City Clerk's Office.

☑ I Agree

Question applies to Burnt Store Isles Canal Advisory Committee

I am a resident of the Burnt Store Isles Canal Maintenance Assessment District.

◉ Yes ○ No

Have you served on a City of Punta Gorda Board previously?

○ Yes ◉ No

Are you currently serving on a City Board?

○ Yes ◉ No

Are you a graduate of the Punta Gorda Citizens' Academy?

◉ Yes ○ No

Month and year of graduation:

2015?

Concluding Information

Resume for William H. Drummond

I am lucky in marriage, and Mary and I live in Burnt Store Isles. We are retired and fulltime residents. We owned and managed a folding paper box company in North Carolina, which we sold in 2005. During my years spent in North Carolina, I was appointed to the NC Wildlife Commission for a term, as I have always had a great interest in fishing and hunting.

I am 88 years old and in excellent physical condition. I currently boat 2 to 3 days a week, play golf twice a week, and workout at the Punta Gorda YMCA.

I am a graduate of the Punta Gorda Citizens' Academy. For two years I did water quality testing for CHEC, and I was formerly membership chairman for Burnt Store Isles Boat Club. I am also a former president of a Verandah community (Fort Myers) neighborhood homeowners' association.

We have a 26' Bonefish bay boat which has passed a Coast Guard safety inspection, and I have a Florida Safe Boating course certificate.

I am interested in fish conservation, wildlife conservation, and water quality. Safe boating is a necessity, and care of our creek and canals for all is of utmost importance. Preservation of our natural habitat is a top priority for me.

Application Form

Introductory Information

Public Record Acknowledgement

I acknowledge that my application and any attachments, including my resume, will become public record pursuant to Florida Statutes. I further acknowledge it is my responsibility to inform the City Clerk's Office if any of my personal identifying information qualifies for exemption from public disclosure.

☑ I Agree

Profile

Matthew (First Name) J (Middle Initial) Ferrara (Last Name)

matthew.ferrara@runbox.com
Email Address

822 Monaco Dr
Home Address

Punta Gorda (City) FL (State) 33950 (Postal Code)

Do you reside within the incorporated City limits of Punta Gorda?

◉ Yes ○ No

Are you a full-time resident of the City?

◉ Yes ○ No

Matthew_J._Ferrara_Resume_8-16-24.pdf
Upload a Resume

Why are you interested in serving on a board or commission?

I am a current full time resident of Punta Gorda and live in BSI, I would like to be a member of the BSI canal advisory board in an effort to be more active in the events taking place in my area.

Which Boards would you like to apply for?

Burnt Store Isles Canal Advisory Committee: Submitted

Question applies to multiple boards

Financial Disclosure Acknowledgement

If I am appointed to a board requiring financial disclosure, I agree to file the Form 1 Financial Disclosure and Form 1F Final Statement via the Florida Commission on Ethics online portal within the required timeframes.

☑ I Agree

Bylaws/Ordinances

I have reviewed the governing document(s) for the board(s) to which I am applying and understand what my role as a member will be, and I have the necessary time to devote to serving on the board(s) to which I am applying.

☑ I Agree

Compliance with Laws

I will comply with all applicable laws including, but not limited to, Florida's Public Records Law (Florida Statutes Chapter 119) and the Sunshine Law (Florida Statutes Section 286.011). I will review materials supplied on these subjects by the City Clerk's Office.

☑ I Agree

Question applies to Burnt Store Isles Canal Advisory Committee

I am a resident of the Burnt Store Isles Canal Maintenance Assessment District.

◉ Yes ○ No

Have you served on a City of Punta Gorda Board previously?

○ Yes ◉ No

Please indicate the Board(s) of prior service and dates served.

Building Board

Are you currently serving on a City Board?

○ Yes ◉ No

Which Board(s)?

Building Board

Are you a graduate of the Punta Gorda Citizens' Academy?

○ Yes ◉ No

Concluding Information

MATTHEW J. FERRARA

Punta Gorda, FL 33950 • (516) 313.8789 • matthew.ferrara@runbox.com • linkedin.com/in/m-j-ferrara

SENIOR LEADER – PROJECT/CONSTRUCTION MANAGEMENT

Award-winning construction leader who consistently delivers multi-million-dollar, mission-critical projects within strict time specifications and budget requirements. Results-driven, detail-oriented, high-integrity, and naturally collaborative.

Project Management | Operations, Planning & Development | Team Leadership | Budget Administration

- **Project Management Expertise:** experience managing all aspects of up to 25+ projects concurrently of varying scopes with individual projects valued up to $135M
- **Financial Management:** a diligent budget manager who controls costs and maximizes profits while ensuring adherence with rigorous quality standards
- **Team Leadership & Accountability:** committed to managing performance and increasing productivity; passionate about mentoring and developing top talent; decisive but ego-free and agreeable to considering all perspectives and ideas
- **Stakeholder Relationships:** excels at interacting and steering conversations with executive leadership, third-party contractors, outside consultants, inter-departmental and cross-functional colleagues, and governmental entities

AREAS OF EXPERTISE

- Multi-Site Construction Management/Operations
- Budget Development
- Safety Management
- Contract Administration
- Cost Management
- Negotiation
- TSOW Development

PROFESSIONAL EXPERIENCE

LONG ISLAND RAIL ROAD, Jamaica, NY — **June 2004 – Retired 2024**

Deputy General Manager – Shops, Yards, Facilities & Rolling Stock Support Equipment Projects/Operations,
07/2015 – Retired 2024

Accountable for the overall management of 26 capitally-funded and departmentally-initiated projects valued at $620M for the LIRR, North America's highest volume commuter railroad. Projects encompass Shops, Yards, Facilities, and Rolling Stock Support Equipment (RSSE) for the LIRR's Maintenance of Equipment (M of E) Division.

- Initiate and direct all phases of critical construction projects inclusive of managing project resources, progress, completion schedules, and budgets while maintaining or exceeding key operational performance targets
- Directly supervise and assign responsibilities to a team of Senior Project Managers, Project Managers, Assistant Project Managers, and Project Coordinators in addition to numerous support personnel; provide on-site management for all critical project aspects as needed
- Develop and administer project budgets varying from $250K-$135M
- Execute continuous quality control and safety inspections to ensure compliance with all corporate guidelines as well as OSHA safety policies and procedures
- Coordinate with various LIRR departments (procurement, logistics, strategic investments, passenger services, communications, signals, traction power, track, structures, transportation), outside consultants, and third-party contractors
- Collaborate with inter-departmental working groups to support project development and implementation
- Prepare performance evaluations of direct report staff; provide ongoing coaching and mentoring to maximize the productivity of all personnel; identify and track candidates for promotion and establish the succession planning process
- Develop technical statements of work (TSOW's) detailing all project requirements including scope of project, schedule of deliverables, contract stipulations, and payment schedules
- Review incoming bids to ensure the inclusion of all work activities and timelines
- Administer the maintenance of FTA asset database records to ensure departmental compliance with Shop Equipment Standard Operating Procedures (SOP's) and corporate asset management policies

Select Projects:

- Hudson Yards Overbuild: accountable for the build back of the LIRR's existing 75,000 sq. ft. maintenance facility and coordination of ongoing construction between the LIRR and the developer (Related) as part of a $22B three-phase project involving the overbuild of the LIRR's Westside shop and a 30-track rail storage yard
- Morris Park Improvement: ($135M) directed the construction of a 75,000 sq. ft. locomotive repair facility
- Mid-Suffolk Yard Expansion: ($106M) oversaw an expansion of the existing Ronkonkoma Yard from 11 to 22 tracks including the demolition of an existing single-level facility and construction of a considerably larger multi-level facility

Manager of Projects, *11/2013 – 07/2015*

- Managed and supervised ~$378M+ in operating and operating-funded capital projects within the M of E Division
- Met regularly with senior management and executive staff to review project progress and resolve construction issues
- Served on several Technical Evaluation Committees

Project Manager, *05/2005 – 11/2013*

- Directed all project operations including budget administration, management of third-party contractor activities, and the supervision of related internal departments for the following projects:

➢ Mid-Suffolk Electric Yard Design: prepared a comprehensive TSOW and collaborated with department representatives to define design criteria and support user needs; developed and distributed finalized TSOW for final review and concurrence prior to submission to Procurement for development of RFP for potential bidders

➢ Babylon Train Wash Facility Construction: ($25.2M) directed this high-profile American Reinvestment and Recovery Act (ARRA) funded construction project; provided direction and supervision to project management staff and related support personnel (360 total employees over the life of the project); liaised with residents, politicians, and MTA/FTA oversight personnel
  - Successfully delivered the project on time and $3.1M under budget, with zero discrepancies and audit findings - the sole MTA ARRA project (out of 51) to achieve this distinction
  - Project received ACEC's *Platinum Project of the Year Award*

➢ Long Island City Yard Improvements: ($22.3M) managed reconstruction efforts of a 12-track diesel and electric storage yard and integrated station, maintenance platforms, and fueling facility

➢ Richmond Hill Improvements: ($23.5M) directed all third-party contractor and internal Force account activities associated with the construction of a new 60,000-gallon diesel fueling system, locomotive service, wash facility, and automated sanding systems

Assistant Project Manager, *06/2004 – 05/2005*

➢ East Side Access Project: ($87M) supervised the design and construction of the Arch Street Electric Car Shop and Yard (75,000 sq. ft. of shop and office space and an eight-track storage yard) to support East Side Access

STV GROUP INCORPORATED, New York, NY **June 1996 – June 2004**
Project Manager – MTA East Side Access/63rd Street Tunnel Project, *01/2001 – 06/2004*
Assistant Construction Manager – Girard Ave. Light Rail Infrastructure Renewal Project SEPTA, *04/2000 – 01/2001*
Assistant Project Manager/Senior Inspector, *12/1997 – 10/1999*
Office Engineer, *06/1997 – 12/1997*
Transportation Planner, *06/1996 – 06/1997*

EDUCATION

DOWLING COLLEGE, Oakdale, NY
Bachelor of Business Administration (BBA); Major: Management

ADDITIONAL QUALIFICATIONS

Certifications:

- OSHA 10 Hour Safety Training
- Project Management Certificate (35-hour course)
- Vibration, Noise Monitoring and Data Processing

Presentations:

- "Construction Methodology as it Pertains to Direct Fixation of Track and Stray Current Isolation," *Columbia University, New York, NY (2001 – 2003)*

Professional Affiliations:

- American Society of Civil Engineers
- Project Management Institute

Technical Skills:

- Microsoft Office (Project, Word, Excel, PowerPoint, Outlook); Primavera Expedition; GroupWise

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 2/2025

BOARDS / COMMITTEE

Title:	**Appointments:** Planning and Zoning Board (1 alternate)
Funds:	Not applicable.
Recommended Action:	Staff recommends City Council appoint one nominee.
Summary:	Mr. Franz van Hekken's has resigned from the Board, thereby creating a vacancy. Mses. Lisa Kellythorne and Heather Knuffke have expressed interest in and are eligible to serve on the Board. The appointment will be for a three-year term until May 19, 2028. **Planning and Zoning Board** – Meets the 4th Monday at 2:00 p.m. in City Council Chambers. Must be City resident. Seven-member board with two alternate members. Three-year terms. Maximum of three terms or partial term plus 2 more terms. Financial Disclosure required. Makes recommendations to City Council with regard to amending, extending or adding to the Comprehensive Plan for the physical development of the City, platting or subdividing land within the City and adopting and amending a zoning ordinance; hears petitions for Special Exceptions.
Department/Division:	City Clerk

EXHIBITS:

1. Planning and Zoning Board
2. Kellythorne Application
3. Knuffke Application

REVIEWED
By Sara Welch at 2:28 pm, Mar 19, 2025

City of Punta Gorda, FL

Planning and Zoning Board

Board Details

Makes recommendations to City Council with regard to amending, extending or adding to the Comprehensive Plan for the physical development of the City, platting or subdividing land within the City and adopting and amending a zoning ordinance; hears petitions for Special Exceptions.

Overview

Size 7 Seats

Term Length 3 Years

Term Limit 3 Terms

Contact

Name Shelly Carlson

Email SCarlson@cityofpuntagordafl.com

Phone n/a

Additional

Documents for New Appointees

Board_Member_Handbook.pdf
2025_Form_1F_Instructions.pdf
2024_Form_1_Instructions.pdf
2024_Guide_to_the_Sunshine_Ammendment_and_Code_of_Ethics.pdf
Planning_Commission_Bylaws.pdf

Meetings

Regular meetings of the Planning Commission shall be held in the City Council Chambers, 326 West Marion Avenue, Punta Gorda, Florida, at 2:00 p.m., the fourth Monday of each month. Special meetings and/or workshops may be held at the call of the Chairman or, in his/her absence, the Vice Chairman. All meetings shall be open to the public. In the event that a quorum of the members is not present for a scheduled meeting, such meeting will be rescheduled as soon as possible consistent with notice requirements.

Duties

A. The Planning Commission shall make recommendations to the City Council for: 1. Amending, extending or adding to the Comprehensive Plan for the physical development of the City. 2. Platting or subdividing land within the City. 3. Adopting an official atlas of the City and for recommending or disapproving proposed changes in such atlas. 4. Adopting and amending a zoning ordinance and recommending or disapproving proposed changes in such ordinance. 5. Adopting plans for the clearance and rebuilding of slum districts and blighted areas within the City. 6. Adopting a plan for the replanning, reconstruction or redevelopment of any area or district which may be destroyed in whole or in part or seriously damaged by fire, earthquake, flood or other disaster. B. The Planning Commission shall have the power to: 1. Require information which shall be furnished within a reasonable time from the other departments of the City government in relation to its work. 2. Request additional assistance for special survey work of the City Manager, who may at his/her discretion assign to the Commission members or the staff of any administrative department or direct such department to make special studies requested by the Commission. 3. In the performance of its function, enter upon any land and make examinations and surveys and place and maintain necessary monuments and marks thereon. C. The Planning Commission further shall submit to the City Manager, not later than sixty (60) days prior to submission of the tentative budget, a list of recommended capital improvements which, in the opinion of the Commission, are necessary or desirable to be constructed during the forthcoming six-year period. Such list shall be arranged in order of preference, with recommendations as to which projects shall be constructed in which year. The Commission shall also promote interest in and understanding of the Comprehensive Plan and of planning.

LISA KELLYTHORNE

319 Bal Harbor Blvd., Punta Gorda Fl 33950 • 440.725.2180 (cell) • lisa.kellythorne@sbcglobal.net

Qualifications for **EXECUTIVE LEVEL ENGINEERING MANAGEMENT POSITION**

Extremely versatile licensed Professional Engineer with 20+ years leading Manufacturing & Production, Capital & Project Engineering, Strategic Planning, New Product Development, Six Sigma & Lean, Quality and EHS initiatives/departments. Strengths lie in my ability to Manage Large Projects, focusing on New Technologies, processes & procedures, Successfully Interfacing with contractors, suppliers, consultants & internal resources to Drive Change & Consistently Achieve Organizational Goals. Success achieved by my ability to develop a clear Strategic Vision & Written Plan, implement that vision & plan using strong PM & Business skills, defining clear Objectives & Accountability while engaging the entire organization. Utilizing Lean & Six Sigma principles to improve effectiveness & resolve hurdles. Ability to Lead Organizational Change across all organizational levels & functions is Demonstrated by the Achievements defined below.

NOTEWORTHY EXPERTISE

- Business Development
- New Product Development
- Leading Continuous Improvements
- Operations/Production Management
- Engineering & Project Management
- Strategic Planning
- Certified Six Sigma Black Belt
- Lean Manufacturing, 5S, TPM
- Capital/Budget Responsibility
- Organizational Change Agent
- Regulatory Liaison
- International Logistics

CORPORATE CONTRIBUTIONS

— Change Agent – Lead the transition of Industrial to Medical manufacturing, Six Sigma Culture Change, Lean Implementation, Transition from External to Internal Manufacturing, Corporate Stewardship Program, Product Development Stage Gates, Transition from Solvent to Water based Adhesives, TQM, Nuclear Waste Reduction

— Developed & Implemented Capital Programs. Performed ROI Assessments for New Products & Technologies.

— Designed layouts, process flows, specified, procured & installed equipment for multiple production lines, including adhesive coating lines, High-Speed Packaging Lines, slitting, perforating & molding cells & clean rooms.

— Responsible for vertical start-up of new products & equipment to achieve desired OEE & business goals.

— Have consistently managed process improvement/cost savings projects resulting in bottom line savings > $100,000.

— Steady and sustained career progression to higher levels of responsibility.

PROFESSIONAL PROFILE

CONN-SELMER, INC…….2016-2017

Engineering, Maintenance & Quality Manager

Responsible for the management of 20 employees in the Engineering, Maintenance, Product Development and Quality Departments, as well as, the Tool & Die shop and Safety function. Responsibilities include leadership, oversight, guidance and coaching in Project Management, Process & Product improvements, Product Development, Lean implementation, Development and implementation of Quality Systems and Leadership and oversight of Health & Safety initiatives and Culture Change.

- Re-structured the Engineering department to align with manufacturing departments, creating clear responsibilities and expectations for engineers and building ownership and accountability.
- Re-structured Quality gates to significantly improve 1st pass yield. Transitioned data entry from staff to operators & improved the timeliness of data availability. Oversaw all product design changes and new product design.
- Identified critical plant equipment and required the development and implementation of maintenance and operator PMs to reduce downtime and improve equipment reliability.
- Have initiated and/or led a variety of projects to improve safety, reduce cost and/or improve efficiency.

MORTON SALT……..… 2015-2016

Surface Operations' Process Superintendent

Responsibilities included supervising the Surface Mill Bagging and Packaging Operations, management of the 13-acre yard and salt inventory, the Loading operations for Bulk & Package Trucks, Trains and Freighter Boat Shipments to satisfy customer demand for product in a timely, safe & cost-effective manner, Project Management for surface operations projects including Identifying New Bagging & Process Technologies, Metric Development & Tracking and Lean process implementation. Selected to participate on the 1st International SCORE (Sustainable Change Through Operational & Reliability Excellence) initiative. Lead the Leadership team of a Canadian mine in process & culture changes.

- Worked closely with the Mine & Maintenance Superintendent daily to ensure production goals were met and inventory levels were maintained to meet customer demands.

- Coordinated with internal & external parties relative to production & shipping schedules, manpower needs, material & equipment availability, maintenance, quality, environmental, health & safety and capital/expense budget requirements.
- Administered the contractual agreement with union personnel while maintaining a safe and positive employee relations climate. Managed 3 foreman and 30 union employees in a 3 shift, 5-7 days/week operation.

ARMORED AUTOGROUP……..… 2009-2014
Engineering Manager
Responsibilities included Engineering Management for all manufacturing & facilities projects, Global Capital Mgmt., New Product Development, Strategic Planning, Lean processes implementation, Global Quality Systems. Responsible for Leadership of Maintenance, Project Mgmt., Lean Improvements, Health & Safety and Quality departments.

- Responsible for performing Stage Gate elements for all new products. Performed ROI assessments (including Capital procurement & installation requirements, raw material availability & cost, logistics costs, manufacturing labor costs, packaging type, availability & cost, EHS considerations, etc. against forecasted sales volumes and prices) and made recommendations to the Corporate Leadership & Product Development team regarding the next steps for proposed new products. Managed scale-up and production launches in the plant and worked with contract manufacturing when necessary. Served as the liaison between Corporate Project Manager, Marketing & Sales, R&D Chemists & Engineers and Manufacturing to manage raw material suppliers & availability, Scheduling & performance of product trials, and issue identification & resolution to ensure initial ship dates were achieved on time & budget.
- Managed all aspects of capital projects in the plant and oversaw global capital spending. Implemented multiple cost savings projects on high speed packaging lines totaling $1,598,000. Savings annually. Implemented CMMS for PM and WO processes. Ensured training, critical spare parts, PMs & operating procedures were developed for new installations.
- Instrumental in the introduction of lean processes (Gemba, A3 problem solving, 5S, process maps & plant metrics).
- Developed Capital Planning Process, Capital AFE and Asset procedures. Developed Global Quality processes & share point database for Customer Complaints, CAPA, Product Hold & Recalls. Managed plant, co-packer & supplier quality.

BELCAN TECHNICAL SERVICES/AMTANK ARMOR, LLC…… .. 2007-2008
Project Manager
As a key member of a new International Joint Venture, responsibilities included Global Business Development, Project Management, Purchasing, Supply Chain and QA. Coordinated all aspects of projects with Customers to resolve issues & ensure delivery of expected results. Identified leads & built relationships, influencing contacts to pursue our technologies.

- As Business Development PM established the relationship & secured a significant contract with a major OEM for a prototype armored truck/DOD contract.
- Orchestrated an International Importation/Distribution project for $10 million of metallic armor material.
- Worked with R&D group in Denmark on Ceramic/Composite Armor Technology & Equipment Requirements.
- Established Armor testing protocol & witnessed testing at Aberdeen Testing Arsenal

AVERY DENNISON CORPORATION…….…….1993-2006
Division Quality Assurance Manager 2005-2006

- Responsible for improving product quality, implementing & maintaining ISO 9001, ISO 13485 QMS and FDA GMP, responding to customer complaints, acting as company audit rep. and for managing a staff in two manufacturing facilities
- Dramatically improved quality systems and subsequent audit results, securing $2.5-3 million in new Global Business.
- Drove changes to defect resolution process by implementing customer & supplier teams & utilizing six-sigma principles to reduce Returns & Allowances for the Division by 23% ($100k) while growing Automotive customer sales.

Engineering & Maintenance Manager 2002-2005
Primary Change Agent, leading the physical, procedural & cultural change of an antiquated Industrial Facility to a State-of-the-Art cGMP Compliant Medical Manufacturing Facility. Worked collaboratively & effectively with Plant & Division Management to Justify and Implement Required Improvements. Managed Engineering, equipment & facility maintenance and contracts. Provided Technical Expertise to Maintain & Improve Technology Platforms for chemical processing of adhesives, coatings, finishing, converting, and contract manufacturing. Implemented TPM, Metrics tracking & reporting, Capital plans & capital and department budgets. Mentored & Coached mechanics, electricians, engineers & others.

- Designed and directed the re-construction of industrial office and manufacturing areas to convert the facility to a GMP compliant Medical facility Utilizing Green Building & Lean technologies; adding windows & natural light, efficient lighting, building envelope improvements, roof with a high RFI, efficiencies via PM programs, landscaping for drainage control/habitat, optimized material flow, implemented point of use storage, visual inventory control and applied 5S principles; managed $1.2 million in critical projects. Project required driving a substantial cultural shift. Improvements significantly boosted morale & productivity.
- Managed new technology, processes, procedures & training, achieving FDA GMP compliance in new Medical Business.

Six Sigma Black Belt **2001-2002** Chosen

Selected by the GM to lead the implementation of Six Sigma principles within the division. Myself and 3 other chosen black belt candidates presented to the Division Management and employees the concepts and benefits of Six Sigma. We developed training modules, trained and mentored greenbelts. In addition, responsible for identifying and overseeing all aspects of major manufacturing cost savings initiatives, including scoping, planning, budgeting, resource allocation, and capital expenditures. Utilized six-sigma tools, (process mapping, FMEA, Control charts) and DMAIC to achieve sustained results.

- Improved gross profitability on a medical product by 13.9%. Evaluated the value chain to reduce costs, (raw materials, scrap, labor and packaging) associated with this product line. Annualized savings of $100k per year.
- Increased coater capacity by 285 hrs, reducing changeover time and increasing line speeds, saving over $200K/yr.
- Provided leadership & direction to a cross-functional Six Sigma team to reduce scrap and variability in the coating process. Strong knowledge of coating and plant operations. Sustained savings of $190K annually.

EDUCATION

Masters of Science, Civil/Environmental Engineering – Summa Cum Laude Cleveland State University
Bachelor of Science, Environmental Conservation Kent State University
Associate of Science, Pre-professional Engineering – Cum Laude Lakeland Community College
Associate of Art, Art Lakeland Community College

CERTIFICATIONS & AWARDS

P.E., Ohio State Board of Registration for Professional Engineers & Surveyors (April 1997)
Certified Six Sigma Black Belt ~ Green Building Inst. LEED AP ~ NAHB CGP qualified
Florida Real Estate License
Ohio Environmental Council 1999 Pollution Prevention Pioneer Award
National Registry of Environmental Professionals - Registered Environmental Manager #5323
YWCA Professional Women of Excellence Award, Company Nominee
American Business Women's Association Scholarship, Recipient
Lakeland Community College Merit Scholarship, Recipient
Named to the President's List for Academic Achievement
Volunteer Activities: United Way, Habitat for Humanity, Saint Vincent DePaul

Application Form

Introductory Information

Profile

Heather
First Name

Knuffke
Last Name

fororgdev@gmail.com
Email Address

130 Breakers Ct #221
Home Address

Punta Gorda
City

FL
State

33950
Postal Code

Mobile: (719) 290-0562
Primary Phone

Alternate Phone

Do you reside within the incorporated City limits of Punta Gorda?

(•) Yes ( ) No

Are you a full-time resident of the City?

(•) Yes ( ) No

Current/Former Occupation:

Chief, Technology Adoption

Work Experience:

20 plus years serving Federal, State and local government and academic organizations. A strategic leadership, communications, organizational change, technology modernization, project management, portfolio management, IT, data analytics.

2024_AI_Technology_Adoption_Executive_-_Knuffke__1_.docx
Upload a Resume

Education (post-secondary educational institutions attended):

University of Michigan, Masters of public policy, 2003; University of Michigan, Masters of applied economics, 2003; University of Colorado, Doctoral studies public administration, no degree; Colorado State University doctoral studies organizational leadership and change, anticipated 2025.

Community Involvement:

I am a parent and resident of Punta Gorda, looking to increase my community involvement. I was previously President of the Board of Directors of a small utility in Colorado. Looking for a similar role here.

Why are you interested in serving on a board or commission?

I've been in public service all my life, and I want to contribute those skills and experience to this wonderful town.

Interests/Activities:

The Punta Gorda pub run, community events, technology, Florida wildlife, enjoying our waterways, and our community spaces.

Which Boards would you like to apply for?

Planning and Zoning Board: Submitted

Bylaws/Ordinances

I have reviewed the governing document(s) for the board(s) to which I am applying and understand what my role as a member will be, and I have the necessary time to devote to serving on the board(s) to which I am applying.

☑ I Agree

Compliance with Laws

I will comply with all applicable laws including, but not limited to, Florida's Public Records Law (Florida Statutes Chapter 119) and the Sunshine Law (Florida Statutes Section 286.011). I will review materials supplied on these subjects by the City Clerk's Office.

☑ I Agree

Question applies to multiple boards

Florida law requires members of one or more of the boards you have selected to file a Form 1 Financial Disclosure, which must be submitted to the Florida Commission on Ethics within 30 days of appointment. Are you willing to serve on such a board?

◉ Yes ○ No

Question applies to multiple boards

Would you be willing to serve as an alternate?

◉ Yes ○ No

Question applies to Punta Gorda Isles Canal Advisory Committee

I am a resident of the Punta Gorda Isles Canal Maintenance Assessment District.

- [x] Yes
- [ ] No

Have you served on a City of Punta Gorda Board previously?

- [ ] Yes
- [x] No

Are you currently serving on a City Board?

- [ ] Yes
- [x] No

Have you ever held a professional license or certificate?

- [x] Yes
- [ ] No

If yes, please indicate the license/certificate title, the issue date and the issuing authority.

Master trainer, Organizational Change Management, PROSCI, 2019

Are you a graduate of the Punta Gorda Citizens' Academy?

- [ ] Yes
- [x] No

Month and year of graduation:

Applied

Concluding Information

HEATHER MB KNUFFKE

AI Technology Adoption Executive
C: 719.290.0562 | heather.knuffke@us.af.mil

Air Force Senior Leader integrating advanced technological innovation, including Artificial Intelligence with organizational change management. Expertise in strategy, predictive and generative AI, data science, technology and product lifecycles, and regulatory imperatives. Highly trusted and respected with more than 20 years' experience in leading technical and cultural change programs at the tactical, operational, and strategic levels. Consummate expert in establishing new programs and IT systems to transform legacy systems into high quality customer and user experiences, including for Multinational Forces – Iraq, the Air Force Academy, Headquarters Air Force, and the Air Force/Space Force Personnel Center. Six years' experience leading highly successful REMOTE and hybrid teams.

Building Technocrats through education, coaching, and experience with tech change:

- Operations visualization, Automation, bots
- Predictive AI for Future Ops & Generative AI for knowledge management and customer service
- Creation of AI policy, governance, and processes for acquisition

Here's me on the challenges of managing change in the AF/A1 digital transformation.

EXECUTIVE TECHNOLOGIST SERVING PEOPLE (GS-2210/1515/0343)

Advanced Technology Acquisition | Innovation and Design | Implementation and Adoption

KEY SKILLS	SUMMARY STATEMENT
- *Chief, Human and Advanced IT (AI) Integration* - *Responsible Artificial Intelligence* - *Organizational Leadership & Strategy Development* - *Digital and Cultural Transformation* - *IT Program Management Office, Chief* - *Program Drawdown, Program Standup* - *Org Change Management/Strat Comms* - *Financial and Risk Management* - *Portfolio & Project Management* - *Chief Data Officer* - *Chief Requirements Officer* - *User and Customer Experience, HCD*	▪ Conducting PhD research in applying persuasive intelligent IT & AI in the workplace. Leverages multiple graduate degrees in public policy, economics, and public affairs. Published and sought after speaker on IT, HR, resiliency, disaster management, and government program evaluation. ▪ Senior leader with sustained superior performance leading diverse mil/civ teams in fast-paced, high-consequence operations supporting Air Force, Army, Marine, Joint, and Multinational Forces. ▪ Program lead for the Digital Transformation of the Air Force Academy's multiple IT systems. Led comprehensive, organization-wide journey mapping, 100+ AF processes reimagined, requirements identification, market research, user story writing, multiple Acquisitions, system architecture and compliance, and software and policy implementation. ▪ Tested Chief Program Management Officer leading simultaneous waterfall and agile software operations, software acquisitions, ATOs, continuous risk and security operations, and implementations. ▪ Former US Diplomat for Science and Technology, DOD policy writer, USMC agent-based modeling, and Army Mod & Sim wargamer, thought leader in applying artificial intelligence in strategic/operational environments. ▪ Expert in establishing innovative programs and policies,

- *Designing User/Customer Engagement/Feedback Mechanisms* - *Chief, Enterprise Strategy, Change, Comms, & Culture Officer* - *Master Trainer for OCM / Adoption* - *Mentorship and Relationship Building* - *Deep knowledge in DOD AI Policy/Regs*	garnering (POM) funding, Snr Ldr support, and authorities to operate (ATO) within DOD policy, PPBE, governance, and compliance frameworks. ▪ Proven record of accomplishments in the design and implementation of human capital management systems (ERPs), CRMs, financial management, education, warehousing and inventory management, point of sales systems, data warehousing and analytics, external relations & community engagement systems, risk & strategy management.

PROFESSIONAL EXPERIENCE & ACCOMPLISHMENTS

CHIEF, HUMAN AND ADVANCED INFORMATION TECHNOLOGY INTEGRATION, GS14-2210 **Aug 2023 – Present**
Air Force Personnel Center, Randolph, Joint Base San Antonio, TX - REMOTE
Supervisor: Mr. Damon Menendez, damon.menendez.1@us.af.mil, may contact

Delivering:

As a technologist specializing in advance technology but located in an organization of non-technologists, I built a program to expand our digital literacy and build a flight path for Artificial Intelligence and other Advanced IT.

Building Technocrats. Given an abundance of human expertise, but a climate of constant technical and policy change, our human experts need digital literacy skills to implement advanced information technologies, including generative and predictive AI. Secured and facilitated AI/analytics/automation training to build institutional readiness for capability adoption and implementation across all tiers. Built/automated tailored roadmaps for the Techno-curious for personal development based on self-assessment of technical capability and tech leadership capability. This work means AFPC now has AI-experienced SMEs at every level who know the value, requirements, and process of implementing both predictive and generative AI.

Establish artificial intelligence/machine-learning programs. Devised and communicated a detailed, well-planned, and executable vision and project plan for both AFPC GPT and Predictive Artificial Intelligence pilot programs that integrate civ/mil HR technicians and cutting-edge artificial intelligence capabilities. Partnering with Office of Sec Defense, Chief Data/AI Officer and DataRobot, bringing advanced predictive analytics to better inform the training pipeline. Partnering with the Air Force Research Lab to bring large language models and generative techniques (NIPRGPT) in support of amplifying human intuition and intelligence in customer service and help desk support. AFPC_GPT adopted as new agency AI initiative for the future operational HR portfolio.

AI/ML liaison. Established relationships and trusted networks across the Fed/DOD/AF community, thereby furthering the adoption of advanced information technology. Ongoing market research and integrating technology from the commercial space and other government vendors. Leveraged partnerships at BRAVO Hackathon with AFRL, A1X and SAF/CV to further advance AFPC's IT system capability via cutting edge AI technologies. Early adopter, secured at no cost to the government, the Retrieval Augmented Generation (RAG) + LLM for use in

AFPC. Negotiated free use of a predictive analytics model, as well as comprehensive AI training at no cost to the government. All capabilities effectively increased staff knowledge of AI capabilities, along with expanding staff understanding of how to best implement these capabilities for the betterment of their respective programs. In the last year, we went from 1-2 people with faint knowledge in AI, to 30+ experts across divisions.

Expanding Robotic Process Automation (Bots). As a non-data/technical org, our subject matter experts need playbooks and standard checklists to visualize their current operations and quantify their program management. Enabled visualization, prediction, and data-driven decision making, whether through UIpath, or MS Power Tools.

Visualizing Current Operations: Established data analytic home for Director of Staff, transformed from disparate Tableau products to a unified PowerBI platform and collaboration center. Standardizing access, data and dashboards management, and building a pipeline for data governance.

CHIEF ORGANIZATIONAL TRANSFORMATION, GS14-2210 Apr 2021 – Aug 2023
Air Force A1 Digital Transformation Activity, Randolph, AFB San Antonio, TX - REMOTE
Supv: Col Brian Hinsvark, Director, brian.hinsvark@us.af.mil, **or Mr. Bob Landis Robert.landis.2@us.af.mil**

Delivered:

Chief, Director's Special Programs**.** "Fire and forget leader." Senior leader for assessment of DAF A1/S1 enterprise IT implementation plans, processes, and capabilities for their effect on Airmen. Built program goals, plans, policies, and procedures for AF-wide, complex, and controversial digital transformations. Shepherded orgs through painful reorg and process changes.

Served as the trusted voice of change. As the Strategic Communications, Org Change Management (OCM), and Digital Transformation brand manager, I built an integrated communication platform with 40+ channels, 13000 members, and tri-annual conferences. Earned trust and commitment across the AF Manpower, Personnel, and Services orgs and Air Force's global network of A1s and J1s, FSSs, and CSSs by carrying the digital transformation message to each Major Command and Base and bringing back their feedback and concerns. Speaker and co-chaired multiple Air Force events ISO change management and the A1 message of Digital Transformation.

Expertise in translating technologies into human impact such as Artificial Intelligence, Salesforce, Oracle, AWS, ICAM, ServiceNow, Tableau, etc. Responsible for not only providing agile analysis, planning, and decision-making, but translating what these new technologies mean to our men and women who must use them in military and civil operations across the Total Force spectrum of DAF A1 missions.

Human Resource Information Technology Expertise**.** Examined technical requirements for Talent Management integration performance characteristics with respect to current standards and architectures, particularly from the perspective of adoption, readiness, and user experience. Led studies/analyses to resolve deficiencies and redesign system level engineering solutions. Ensured interoperability with relevant civilian/military systems.

Integrated user and customer needs into the digital experience**.** Established standards and methodologies for OCM programs for A1 change initiatives. Conducted numerous Voice of the Airmen surveys and forums, senior leader Q&A sessions, and Ask Me Anything / technical

briefs. Using every means available, to ensure customer and stakeholder integration throughout design, improvement, and innovation.

Senior business and customer engagement officer to ensure technology innovation meets customer expectations. Oversee sensing sessions, collect survey data, develop focus groups, monitor training activity and user story development to capture and articulate user needs and expectations. Translate into trackable metrics.

Size and Scope Factors:

- Lead Organizational Change Management and customer engagement for the HR/TM portfolio of 118+ IT applications and systems. Establish then oversee/regulate OCM programs for each of the major A1 programs.
- **Changed the way A1 Communicates**. Launched a universal A1 Communication and Collaboration Platform to connect business, technical, and strategic leaders with Airmen and Guardians. Initiated and orchestrated, hosted, managed 6 A1 Delivers! virtual conferences with 32 keynote addresses from Senior Leadership, and 120+ total live briefings, Q&A sessions, demos, reaching 13,000 Airmen & Guardians worldwide w/ live and on-demand content.

CHIEF, A1X STRATEGY, CHANGE MANAGEMENT, STRATEGIC COMMS & CULTURE Dec 2019 - Apr 2021
DCS, Manpower, Personnel & Services; Directorate of Plans & Integration AF/A1XI, Pentagon Washington DC
- REMOTE Supervisor: Col Jeff DeBerry, (312) 687-4220

Delivered:

Chief, Change Management, Culture, Strat Comms, and Strategy Branch. Directed major lines of effort to facilitate implementation and adoption of Digital Transformation initiatives: Organizational Change Management, Cultural Transformation, Strategic Comms, Airmen Experience Management (assessment), and Human Centered Design. Evaluating and improving HCM IT delivery mechanisms for DAF: Active Duty, Reserve, and Civilian from recruitment through separation.

Established Airmen Experience Management capability for qualitative and quantitative analysis to measure the Airmen's experience with new and existing technology and to direct information for return on human capital investment. Shepherded a new way of doing business to ensure all aspects of the A1 Digital Transformation were centered on the employee and customer experience. Intersecting user interface, user experience (UI/UX) and Human Centered Design to improve Airmen's experience. Acquired and led gov't and contracted staff.

Portfolio Manager HR IT systems. Integrated enterprise architecture, business process owners, acquisition planning, and chief technology officer expectations into long-term IT strategy and then aligned sub-portfolio IT system plans with business strategy and digital transformation initiatives. Ensured funding, regulatory compliance, and acquisition processes met the strategic need.

Portfolio Change Management: Ensured each A1 Digital Transformation project established a program for managing organizational change (OCM) to reduce cost of HR IT implementation, improve speed of adoption, and improve experience for Airmen adopting new IT systems. Applied industry (Prosci) and military best practice to manpower, personnel, education and training, and Care programs for the Total Force. Built the standard and trained others to the

standard for 8 different HR information technology investments, including templates and tools to support IT adoption.

A1 Digital Cultural Transformation: Develop, implement, and lead a comprehensive culture transformation strategy for the AF/A1. Through intensive interviews and focus groups, assessed culture maturation model, measured against baseline. Cultural goals include change readiness, agile mindset, Total Force orientation, and human centered design. Lead collaboration technology adoption effort.

Strategic Communications: Develop, implement, and lead A1X strategic communications that reach 650,000 Airmen. Assess audience, channels, messages, and relative impact. Organize, brand, unify, and amplify project communications for dozens of Digital Transformation projects.

Culture of professional development: Cultivate A1 Airmen's learning via the Gartner HR and Gartner IT programs (licensing, workshops, and training events) on behalf of A1X. Certified to teach 7 OCM classes, targeting practitioners, Project Managers, Supervisors, new employee orientation, frontline Airmen, Senior Leaders, and a fundamentals course to manage the development, delivery, and implementation of IT technology.

CHIEF, AF ENTERPRISE CHANGE MANAGEMENT PROGRAM & STRATEGIC COMMSOct 2018 – Dec 2019
GS14-0301 DCS, Manpower, Personnel & Services; Directorate of Plans & Integration AF/A1XX, Pentagon Wash DC
- REMOTE Supervisor: Mr. Alex Hodge, Alexander.hodge@us.af.mil

Delivered:

Established the AF/A1 Enterprise Change Management Program. Developed and led comprehensive IT change management strategy. Built program plan with scope, performance, schedule, budget, and risks.

Established the AF/A1 Strategic Communications Strategy for Digital Transformation. Established the A1 Digital Transformation brand, templates, pitch. Coordinated branding across all A1 Digital Transformation programs for cascading comms. Conducted UI/UX assessment on existing branding and expectations for future brands.

Total Force Governance. Established the Total Force ECM governance structure to provide oversight standards of the Digital Transformation. Led Total Force Community of Practice (working group and online collaboration sites) for the intellectual development and professionalization of the A1.

IT Portfolio Manager, Business Systems Portfolio Analyst. Led strategic risk reduction efforts with key mission partners ISO transformation goals, objectives, and frameworks. Establish AF wide IT portfolio change adoption roadmap in modernizations of enterprise-level HRM IT systems.

Train and Sustain the Force. Built a Train-the-Trainer program for Organizational Change Management (OCM) in Agile and complex IT initiatives, giving the USAF a cadre of trained OCM trainers to sustain OCM competencies.

CHIEF, PROGRAM MANAGEMENT OFFICER DIVISION Oct 2016 – Oct 2018
United States Air Force Academy, Colorado Springs, CO
Supervisor: Col David Kincaid, 571-488-8548

Delivered:

Portfolio Management and Project Management. Portfolio manager for a $120 million Information and Technology (IT) transformation at the US Air Force Academy. Portfolio includes three concurrent programs targeting 8 IT software acquisitions. Fought for the resources to manage, train, and equip a roughly 15-20 person project team plus several contracting teams, spanning multiple organizations and implementing a suite of integrated software and IT systems. Lines of Effort included:

- Overall PM team who secured and provide stewardship to the Academy's budget and resources
- Change and Communication Management team
- Knowledge Management, Cyber Security, and Enterprise Architecture team
- Non-materiel Solution Implementation team and Materiel/Cyber Security Increment 1 team

Cyber Security and Cloud Security. Created a common USAFA SOC for the security of multiple cloud-based information systems. Employing mobile first technology and first of its kind multi-factor authentication for non-CAC holders.

Market Research and Acquisition Planning. Developed requests for information (RFI) from industry and organized numerous demos to develop knowledge of the marketplace for student information systems, scheduling software, customer relationship management capabilities, marketing and recruitment capabilities, cadet logistics, point of sales, and data analytics.

Establishing Strategic Knowledge Management. As the Academy's resident expert in Knowledge Management, chartered a knowledge, information, and data working group to unify efforts in enterprise architecture, data architecture, and data governance.

CHIEF, CAPABILITIES AND REQUIREMENTS DIVISION, (OPS RESEARCH, 1515) Mar 2015 – Oct 2016
United States Air Force Academy, Colorado Springs, CO
Supervisor: Col David Kincaid, 571-488-8548, May be contacted

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Delivered:

Chief, Business & Information Process Transformation Team. Led the USAFA Digital Transformation. Managed a portfolio of material and services acquisitions, with a total of 20 personnel. Established and defended programmed and non-programmed resources to sustain project requirements by validating business process re-engineering and business analytics.

Established the Capabilities and Requirements Division. Organized, manned, and equipped a new division at the United States Air Force Academy for Software Capabilities and Requirements. Required identifying, obtaining, and managing resources to staff a previously non-existent division. Established division tasks, goals, organizational management, and responsibilities. Staff of 9.

Implementing Air Force and Project Management Best Practices. Secured authority and approval from Superintendent and SAF/MG to proceed with the Service Development and Delivery Process (SDDP, AFMAN 33-402) and later the Business Capability Acquisition Cycle (BCAC, AFI 63-144 and DoDI 5000.75).

Establishing and Protecting Program Budget. Fought to establish and protect approximately $120 million in the PPBS POM process for the development and procurement of IT and software solutions. Led the way to expand current AF practices on how to use 3400 budget line to enable first 2-year implementation plan used in AF with the 3400 line.

Business Process Re-engineering and Enterprise Architecture. Organized and managed 19 week-long conferences of middle management and subject matter experts to completely re-engineer the Academy's business processes. This resulted in the development of over 80 process maps.

Policy Development. Developed Academy policy to implement the Studies Repository Program (USAFAI 90-1063).

- Analyzed data and activity mapping, feasibility studies, to find the best solutions for USAFA, saving the AF and USAFA over $20M.
- Brought $42m into USAFA over the FYDP with the BIPT program. Came in $29 million under budget.
- Established and implemented the USAFA Change Management Strategy and Stakeholder Assessments.

Other relevant Experience

Ops Research/Sys Analyst (GS 1515-13) for Army G-8, USMC Warfighting Lab, OSD(P), DOS, 2x MNC-I 2003-2009

President of the Board of Directors, Falcon Highlands Metropolitan Water District
2012 – 2017
Research Associate, Buechner Institute for Governance, Univ of Colorado, Denver
2010 – 2015
Adjunct Research Professor, Center for Homeland Security, Univ of Colorado Colo Spring
2011 – 2013
Senior Adviser, 3rd Battalion, 29th Field Artillery Regiment Family Readiness Group
2010 – 2012

Education & Training

2025 Colorado State University, Doctoral Program, Human Resources and Education, Organizational Leadership, Performance and Change. Anticipated in 2025.
Research Focus: **Persuasive Technology, Artificial Intelligence, and Workplace Performance**
2015 University of Colorado; Doctoral studies, Public Affairs – ABD
Research: Program Evaluation and Management in Homeland Security – Emergency management, community resiliency, and collective action
2010 Salve Regina University; Graduate Certificate in Political Science, International Relations
2002 University of Michigan; Ann Arbor, Master of Public Policy (MPP)
2002 University of Michigan; Ann Arbor, Master of Applied Economics (MAE)
1999 Oakland University, Rochester, MI; Bachelor of Arts in Psychology, minor Philosophy (BA)

MIT AI Accelerator; Massachusetts Institute of Tech
SAFe 6.0 Leading Agile Change; Completed 2x, organized 50 staff to attend
Prosci Certified Trainer; Prosci Certification
Prosci Enterprise Change Management; Prosci Certification
Prosci Agile Change Management; Prosci Certification
PMP Project Management Boot Camp; AFIT, completed 3 times over the years
****Author of several papers and presentations, list available upon request****

Awards

Air Force Meritorious Service Award, 2023
Roger Blanchard Innovation AF/A1 Nominee, 2019

Commander's Award for Public Service, 2013
Heart of the Iron Brigade, 2013
Secretary of Defense Medal for the Global War on Terrorism, 2009
Commander's Award for Civilian Service, 2008
Multinational Corps Certificate of Appreciation, 2008
Commander's Award for Civilian Service, 2007
Joint Civilian Service Commendation Award, 2006
US Department of State Certificate of Appreciation, 2005

REFERENCES

David Kincaid, Col (ret) United Airlines 517-488-8548
dave.kincaid.92@gmail.com
Jan Baltrusaitis, AF A1C Senior Technical Advisor 703-489-3065
janset.baltrusaitis@us.af.mil
Robert Landis, AF/A1 Deputy CDO, Artificial Intelligence Liaison 210-364-5554
robert.landis.2@us.af.mil
Damon Menendez, AFPC Deputy Director Military Programs 210-508-6300
damon.menendez.1@us.af.mil
Eric Burgener, Senior Program Manager, Air Force Personnel Center 210-834-7200
eric.burgener@us.af.mil
Carlos Davila, S1 CTO, United States Space Force 202-642-4384
carlos.davila@us.af.mil
J.D. Sicilia, Senior Change Advisor, VP Performance, G38 Consulting 703-350-6162
jdsicilia@outlook.com
Dan Olson, Director of Customer Engagement, Prosci 763-355-4145 dolson@prosci.com
Gail Colvin, Director of Staff, United States Air Force Academy 703-333-4145
gail.colvin@usafa.edu