CITY COUNCIL AGENDA
120 LAISHLEY COURT, PUNTA GORDA, FLORIDA 33950
********AMENDED********
APRIL 8, 2026, 9:00 AM

MEMBERS

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

CITY OFFICIALS

Melissa Reichert, City Manager
Sara Welch, City Clerk
Steven S. Leskovich, City Attorney

CALL TO ORDER
Roll Call
Invocation
Pledge of Allegiance
Announcements
Next Meeting - April 22, 2026, Regular City Council Meeting at 9am at Laishley Community Room

AGENDA APPROVAL

1. PROCLAMATIONS / PRESENTATIONS

   1.a Donate Life Month

   1.b National Telecommunications Week

   1.c Parliamentary Law Month

   1.d Recognition of Sales Tax Committee and City Staff

   1.e Mayor's Ambassador Award

   1.f Service Award

   1.g Recognition of Water Plant Operations Excellence Award

   1.h Recognition of the 2026 ENGAGE Innovation Award

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)

3.a QUASI-JUDICIAL: V-07-2025 - 312 Sullivan Street - A request by Sofia Gardi, Authorized Agent on behalf of Michael T. Heiderman, Authorized Applicant as Manager of 312 Sullivan, LLC, Property Owner, for a variance pursuant to Section 16.10, Chapter 26, Land Development Regulations, Punta Gorda Code, from Chapter 26, Section 3.9(c)(7) to allow a rounded average of one to one ratio commercial area to residential area instead of the required two to one ratio, and from Chapter 26, Section 4.23(a), to allow the existing building to remain as a one-story structure instead of the required two stories for a mixed use building, located at 312 Sullivan Street, Punta Gorda, Florida 33950.

4. **ORDINANCES / RESOLUTIONS**
(No Public Hearing Required)

4.a A resolution of the City Council of the City of Punta Gorda, Florida, accepting a bill of sale, release of lien/affidavit of no liens, and utility easements, from Punta Gorda Acquisitions II, LLC, and warranty from Earthtech Enterprises Inc., for water and wastewater facilities at the development known as Punta Gorda Commons located at US 17 and Piper Rd; providing for conflicts and severability; and providing an effective date.

4.b A Resolution of the City of Punta Gorda, Florida, approving maintenance Agreement No.: BEJ85 (FM NO.: 432729-1-78-18) with the Florida Department of Transportation for City Maintenance of FDOT Highways within the City limits; authorizing the Mayor to execute the agreement on behalf of the City; and providing an effective date.

4.c Resolution and FDOT LAP Agreement for Alligator Creek Pedestrian Bridge design and engineering

5. **CONSENT AGENDA**

5.a March 9, 2026, City Council Pre-Agenda Meeting Minutes

5.b March 11, 2026, City Council Meeting Minutes

5.c Invoice of Persson, Cohen & Mooney, P.A. for legal services rendered through March 4, 2026, in the amount of $1,499.40.

5.d Demolition Permits Update

6. REGULAR AGENDA

6.a Peace River Wildlife Center Fourth Amendment to Ground Lease

6.b Local Government Area of Opportunity and Request for Applications

6.c Award of Amendment to Parker Mudgett Smith Architects, Inc, for Historic Preservation of City Hall Improvements.

6.d Application and Permit Approval Periods

6.e Discussion regarding Allowable Travel Van Length

6.f Florida Department of TransportationTraffic Signal Maintenance and Compensation Agreement (TSMCA) with the City of Punta Gorda

6.g Travel Request: Florida League of Cities 2026 Leadership Class

6.h Council Policies Review: Rules of Procedure and Public Access

6.i Project Updates

7. **BOARDS / COMMITTEE**

7.a Announcement of Vacancies: Building Board (1 alternate)

7.b Announcement of Vacancies: Burnt Store Isles Canal Advisory Committee (1 regular and 1 alternate)

7.c Announcement of Vacancies: Code Enforcement Board (1 regular and 2 alternate)

7.d Nominations: Board of Zoning Appeals (1 alternate)

7.e Nominations: Utility Advisory Board (1 alternate)

8. **REPORTS FROM CITY OFFICERS**

8.a City Clerk

8.b City Manager

8.c City Attorney

9. **COUNCIL MEMBER COMMENTS**

10. PUBLIC INPUT

10.a 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.

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/ 8/2026

PROCLAMATIONS / PRESENTATIONS

Title:	Donate Life Month
Funds:	Not applicable.
Recommended Action:	Present the proclamation, which will be accepted by Jack Moses, LifeLink Foundation.
Summary:	The proclamation declares April 2026 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 105,000 men, women and children are currently on the national waiting list for organ transplantation, of which over 6,000 reside in Florida; and

WHEREAS, 49,065, a historic number of organ transplants, occurred in 2025 in the United States thanks to the generosity of 23,787 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 10 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 2026 as

Donate Life Month

in the City of Punta Gorda and encourages all citizens to consider leaving an infinite 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 8th day of April, 2026.

CITY OF PUNTA GORDA, FLORIDA

_____
Deborah O. Lux, Mayor

ATTEST:

_____
Sara Welch, City Clerk

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 8/2026

PROCLAMATIONS / PRESENTATIONS

Title:	National Telecommunications Week
Funds:	Not applicable.
Recommended Action:	Present the proclamation, which will be accepted by Police Chief Pam Smith.
Summary:	The proclamation declares April 12 through April 18, 2026, to be National 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 2025, Punta Gorda's Telecommunicators processed 47,483 calls, including 9,632 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 the 12th through the 18th of April 2026, as

National Telecommunicators Week

in the City of Punta Gorda 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 8th day of April 2026.

CITY OF PUNTA GORDA, FLORIDA

_____
Dr. Deborah O. Lux, Mayor

ATTEST:

_____
Sara Welch, City Clerk

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 8/2026

PROCLAMATIONS / PRESENTATIONS

Title:	Parliamentary Law Month
Funds:	Not applicable.
Recommended Action:	The proclamation be presented to Shirley Castonguay, President of the Charlotte County Parliamentarians Unit.
Summary:	The proclamation declares April 2026 to be Parliamentary Law Month.
Department/Division:	City Clerk

EXHIBITS:

1. Parliamentary Law Month 2026

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 2026, 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 8th day of April 2026.

CITY OF PUNTA GORDA, FLORIDA

_____
Dr. Deborah O. Lux, Mayor

ATTEST:

_____
Sara Welch, City Clerk

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 8/2026

PROCLAMATIONS / PRESENTATIONS

Title:	Recognition of Sales Tax Committee and City Staff
Funds:	Not applicable.
Recommended Action:	City Manager Reichert and City Clerk Sara Welch will recognize the efforts of this year's Sales Tax Committee members and City staff from the Urban Design, Finance, and other departments for their work on the 2026 1% Local Option Sales Tax Program projects for Council consideration.
Summary:	The proclamation declares gratitude for the 1% Local Sales Tax Committee's and support staff's work.
Department/Division:	City Clerk

EXHIBITS:

1. 1% Local Sales Tax Committee

PROCLAMATION
City of Punta Gorda

WHEREAS, the City of Punta Gorda is committed to maintaining and enhancing the quality of life for its residents through the strategic development of capital infrastructure and community projects; and

WHEREAS, the City established the 1% Local Sales Tax Committee to serve as a vital citizen-led body tasked with the significant responsibility of reviewing, evaluating, and prioritizing potential projects for funding through an extension of the 1% Local Option Sales Tax Program; and

WHEREAS, this Committee, comprised of 17 dedicated community members, invested many hours of their personal time to examine 50 diverse project proposals, ensuring that the recommended slate aligns with the long-term interests and needs of our City; and

WHEREAS, the success of this comprehensive review process was bolstered by dedicated City staff from all departments, whose collaborative spirit, technical expertise, and commitment to transparency ensured that the public and the Committee were provided with accurate, thorough information; and

WHEREAS, the 1% Local Option Sales Tax represents a critical funding mechanism that allows both residents and visitors to contribute to the infrastructure they utilize, providing essential support for roads, facilities, and public services without placing the entire burden on local property owners; and

WHEREAS, the diligent efforts and thoughtful recommendations of this Committee have provided a clear roadmap for the continued growth and prosperity of Punta Gorda, demonstrating the power of civic engagement and collaborative governance.

NOW, THEREFORE, the City Council of the City of Punta Gorda, Florida does hereby proclaim our deepest appreciation for and sincere thanks to the

City of Punta Gorda 1% Local Sales Tax Committee and Staff

for their exceptional service, integrity, and dedication to the future of our Harborside Hometown. Their collective contributions help ensure that our community remains a vibrant and well-maintained place for all who live, work, and visit here.

PASSED AND DULY ADOPTED this 8th day of April 2026.

CITY OF PUNTA GORDA, FLORIDA

_____
Dr. Deborah O. Lux, Mayor

ATTEST:

_____
Sara Welch, City Clerk

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 8/2026

PROCLAMATIONS / PRESENTATIONS

Title:	Mayor's Ambassador Award
Funds:	
Recommended Action:	Mayor Lux present the award to the Rotary Club of Punta Gorda.
Summary:	Mayor Lux will be presenting the Mayor's Award to Rotary Club of Punta Gorda
Department/Division:	City Manager

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 8/2026

PROCLAMATIONS / PRESENTATIONS

Title: Service Award

Funds:

Recommended Action:

Summary: 5 Year Service Award - Matthew Webb, Cross Connection Control Coordinator, Water Distribution, Utilities

Department/Division: City Manager

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 8/2026

PROCLAMATIONS / PRESENTATIONS

Title:	Recognition of Water Plant Operations Excellence Award
Funds:	Not applicable
Recommended Action:	City Manager Reichert and Utilities Director Tom Spencer will recognize City staff from the Water Treatment Plant for receiving the Florida Department Of Environmental Protection 2025 Water Plant Operations Excellence Award
Summary:	The Florida Department Of Environmental Protection has selected the City of Punta Gorda Utilities to receive the 2025 Water Plant Operations Excellence Award in recognition of outstanding treatment plant operation, maintenance, and compliance for Medium Community Water System Facility
Department/Division:	Utilities

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 8/2026

PROCLAMATIONS / PRESENTATIONS

Title: Recognition of the 2026 ENGAGE Innovation Award

Funds:

Recommended Action: City Manager Reichert and Interim IT Manager Alicia Oates will recognize City staff from the IT Department for receiving the 2026 ENGAGE Innovation Award

Summary: The City of Punta Gorda is the 2026 ENGAGE Innovation Award winner for pushing the boundaries of what technology can achieve through adaptive, GIS driven problem solving. After repeated storm damage compromised their Advanced Metering Infrastructure system, the city refused to let service delays or data gaps impact residents. Instead, staff transformed CentralSquare solutions into a resilient, real time alternative, integrating GIS field maps to capture meter and asset data directly onsite. Through close collaboration across IT, Utilities, and Billing, the City created a workflow that validates, uploads, and synchronizes data seamlessly into utility billing, ensuring uninterrupted cycles, precise information, and faster customer support. Today, this scalable innovation supports more than 14,000 meters, reduces manual entry by 90 percent, and saves over 54 hours each month. With more than 100,000 meter reads already processed, the city has proven that hero grade innovation is defined by adaptability, collaboration, and measurable community impact.

Department/Division: City Manager

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 8/2026

PUBLIC HEARING AGENDA
(Quasi-Judicial and Legislative)

Title: **QUASI-JUDICIAL:** V-07-2025 - 312 Sullivan Street - A request by Sofia Gardi, Authorized Agent on behalf of Michael T. Heiderman, Authorized Applicant as Manager of 312 Sullivan, LLC, Property Owner, for a variance pursuant to Section 16.10, Chapter 26, Land Development Regulations, Punta Gorda Code, from Chapter 26, Section 3.9(c)(7) to allow a rounded average of one to one ratio commercial area to residential area instead of the required two to one ratio, and from Chapter 26, Section 4.23(a), to allow the existing building to remain as a one-story structure instead of the required two stories for a mixed use building, located at 312 Sullivan Street, Punta Gorda, Florida 33950.

Funds: Not applicable.

Recommended Action: Approval of the request for a variance with inclusion of staff's conditions.

Summary: The applicant has requested a variance for the property located at 312 Sullivan Street for an interior remodel, to allow residential and office space on the ground floor without a retail use and allow an average ratio of 1:1 commercial to residential use. Interior remodels do not require a Certificate of Appropriateness; however, the Land Development Regulations would require the applicant to add a second story to the structure, potentially materially changing the exterior character of the historic structure.

Section 3.14(i) of Chapter 26, the Land Development Regulations (LDRs), Punta Gorda Code, requires all variance applications for properties located within a historic district to come before the City of Punta Gorda Historic Preservation Advisory Board (HPAB); as such, the application was heard by the HPAB on February 26, 2026, which unanimously recommended approval of the variance request. The minutes and recommendation from the Board of Zoning Appeals will be provided following the March 27, 2026, meeting. Staff recommends approval of the request.

Department/Division: Urban Design

EXHIBITS:

1. V-07-2025 - 312 Sullivan Street - Staff Report

2. V-07-2025 - 312 Sullivan Street - Application

APPLICATION FOR VARIANCE
STAFF REPORT

TO: City Council, City of Punta Gorda

FROM: Rachel Barry, Zoning Official

Date: April 8, 2026

RE: V-07-2025 – 312 Sullivan Street

Applicant Request:

V-07-2025 A request by Sofia Gardi, Authorized Agent on behalf of Michael T. Heiderman, Authorized Applicant as Manager of 312 Sullivan, LLC, Property Owner, for a Variance pursuant to Section 16.10, Chapter 26, Land Development Regulations, Punta Gorda Code, from Chapter 26, Section 3.9(c)(7), to allow a rounded average of one to one ratio commercial area to residential area instead of the required two to one ratio, and from Chapter 26, Section 4.23(a), to allow the existing building to remain as a one-story structure instead of the required two stories for a mixed use building, located at 312 Sullivan Street, Punta Gorda, Florida 33950.

Hearing Minutes and Board Recommendation(s):

The subject property is listed on the Florida Master Site File (Site ID No. CH00317) and is a contributing structure within the National Register Historic District. Section 3.14(i) of Chapter 26, Land Development Regulations (LDRs), Punta Gorda Code, requires all variance applications within a historic district to come before the City of Punta Gorda Historic Preservation Advisory Board (HPAB). As such, the application was heard by the HPAB on February 26, 2026, which unanimously recommended approval of the variance request.

The application was heard before the City of Punta Gorda Board of Zoning Appeals on March 27, 2026, meeting, who found that the request was consistent with the City of Punta Gorda Comprehensive Plan and voted unanimously to recommend approval of the request.

Supplemental Material/Issue Analysis Report:

The subject property, located at 312 Sullivan Street, Punta Gorda, Florida 33950, and otherwise identified by the Charlotte County Property Appraiser as parcel 412306381004, is located within the City Center (CC) District, and has a Downtown Future Land Use designation. The applicant is proposing an interior remodel to allow a mixed-use building containing office and residential uses, the design of which was permitted at the time of purchase but is no longer permitted as of July 9, 2025, when the current Land Development Regulations (LDRs) were reimplemented.

Pursuant to Section 3.9(c)(7) of the LDRs, mixed-use buildings are Uses Permitted with Conditions within the City Center District, and require an interior ratio of two to one non-residential to residential floor area. Section 4.23, Mixed Use Buildings, of the LDRs contains a condition that all mixed-use buildings have at least two occupiable stories with a requirement for retail on the ground floor.

Section 3.9. CC, City Center

(c) Uses Permitted with Conditions.

(7) Mixed use buildings; up to 2 residential units; or with a 2 to 1 ratio of non-residential floor area to residential floor area.

Section 4.23. Mixed Use Buildings

(a) All mixed use buildings shall have at least two occupiable stories with a minimum of fifty percent of the street level floor area dedicated to retail use. Office uses are permitted at the street level and/or on upper levels in combination with retail and residential use. Residential uses shall be placed on upper floors.

The applicant applied for a Certificate of Appropriateness (CA) on July 11, 2025, due to the structure's historic status, to add an ADA compliant ramp for access on the front of the building and to replace doors and windows on the structure. The CA application also indicated the proposed interior renovations (not regulated by historic guidelines) which staff noted did not comply with zoning regulations. The applicant states that the project was designed to comply with the zoning regulations in place at the time the property was purchased, which defined a live-work building as a permitted mixed-use structure that could contain one dwelling unit located above and/or behind a ground-floor commercial space (attached as Exhibit __). However, the referenced provisions were repealed on July 9, 2025, and the current LDRs, as listed above, require that mixed-use buildings contain at least two occupiable stories, with a minimum of 50 percent of the street-level floor area dedicated to retail use and residential units located on upper floors. Since the existing structure is single-story, the proposed residential units cannot be placed on upper floors as required under the current LDRs.

The applicant states that the requested variance is necessary due to the historic nature and physical characteristics of the existing structure, which limit the ability to construct an additional story without potentially altering the building's historic character or requiring substantial structural modifications. The applicant asserts that adding a second story could compromise the building's historic integrity and may require significant engineering analysis and construction costs.

Section 16.10, Application for Variance, LDRs.

(a) Application.

Sofia Gardi, Authorized Agent on behalf of Michael T. Heiderman, Authorized Applicant as Manager of 312 Sullivan, LLC, Property Owner, has filed an application for variance with the Planning Department.

(b) Approval Criteria. No variance shall be approved unless all of the following statements are true with respect to the subject property:

(1) That special conditions or circumstances exist which are particular to the size and characteristics of the land, structure or building involved which are not applicable to other lands, structures or buildings in the same zoning district.

This criterion is true with the respect to the subject property. The property has an existing single-story structure that is identified as a historic structure. The current Land Development Regulations require mixed-use buildings to contain at least two occupiable stories, with residential uses located on upper floors. Due to the existing building configuration and historic status, accommodating residential uses on an upper floor may require substantial alterations to the structure. These conditions are specific to the existing building and its historic characteristics and may not be applicable to other properties in the zoning district that are not constrained by similar structural or historic conditions.

(2) The strict and literal enforcement of the zoning regulations would create an undue hardship as distinguished from a mere inconvenience on the property owners. Physical handicaps or disability of the applicant and other considerations may be considered where relevant to the request.

This criterion is true with respect to the subject property. Because the existing building is single-story, strict application of these regulations would limit the ability to locate residential units within the structure as proposed without significant modifications to the building. Such modifications could include the addition of another story or reconstruction of the structure in order to comply with the current mixed-use requirements. The applicant indicates the project was designed in accordance with regulations that were

in effect prior to the repeal of the live-work provisions.

(3) That such hardship is not shared generally by other properties in the same zoning district and in the same vicinity.

This criterion is true with respect to the subject property. Other properties within the City Center (CC) District may not have similar structural or historic constraints. Staff notes that the circumstances associated with the existing building configuration and historic status may not be applicable to all properties within the district.

(4) The granting of the variance would not be injurious to or incompatible with contiguous uses, the surrounding neighborhood or otherwise detrimental to the public welfare.

This criterion is true with respect to the subject property. Allowing the the interior alterations to an existing structure will be undetectable from a visual perspective. There is no significant change being proposed to the outside of the building, and it is consistent with the types of uses permitted within the City Center District. Granting of the variance would not be injurious, incompatible, or detrimental to contiguous uses, the surrounding neighborhood, or public welfare.

(5) That the variance requested is the minimum modification of the regulation at issue that will afford relief.

This criterion is true with respect to the subject property. The requested variances would allow the proposed residential and commercial uses to be located on the ground floor of the existing structure. The applicant indicates that these modifications would allow the existing building to be utilized without requiring additional stories or substantial alterations to the structure.

(6) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property and/or the conditions cannot reasonably be corrected or avoided by the applicant.

This criterion is true with respect to the subject property. The applicant indicates that the project was initially designed based on the Land Development Regulations that permitted a live-work configuration within a single structure. Following the repeal of those provisions, the proposed configuration no longer complies with the current mixed-use building requirements.

(7) The variance requested does not involve any use which is prohibited in the

district where the property is located.

This criterion is true with respect to the subject property. The property is located within the City Center (CC) District which allows mixed-use buildings as a Use Permitted with Conditions.

(8) The requested variance is consistent with the City of Punta Gorda Comprehensive Plan.

This criterion is true with respect to the subject property.

The following Objective and Policies of the *Future Land Use Element*, City of Punta Gorda 2045 Comprehensive Plan, support the requested variance:

Objective 1.1.12: Where particular aims of the comprehensive plan may be advanced (such as affordable housing, commercial and mixed-use development, historic preservation, environmental conservation, economic development, downtown revitalization, and community health), Punta Gorda will employ or make available innovative land development techniques, city programs, and public investments.

Policy 1.1.12.11: Punta Gorda's Downtown, Village Center, Traditional Neighborhood, Professional Office, Flex Commercial Corridor, Highway Commercial, and Light Industrial FLUM categories will be configured to allow mixed uses in the Downtown Redevelopment Area and other appropriate parcels.

Policy 1.1.13.11: In order to encourage new commercial and mixed-use development, the City will maintain:

a) Zoning code and land development regulations that remove unnecessary regulatory barriers to building viable commercial and mixed-use projects;

b) Flexible land development regulations for areas where commercial development is recommended and desirable.

The following Goal, Objective and Policy of the *Historic Element*, City of Punta Gorda 2045 Comprehensive Plan, support the requested variance:

Goal 11.8: Continually strive to develop ways in which to build a community that is mindful and appreciative of the past, its relationship to the present, and its value to the future.

Objective 11.8.1: Require the implementation of appropriate processes by the City to preserve the value of historic resources within the city.

Policy 11.8.1.7: Continue to review requests for additions, alterations, rehabilitations, relocations, and demolitions of historically significant structures to ensure that requests are compatible with the continued historic viability of the structures and associated districts through the Certificate of Appropriate process.

(c) Burden of Persuasion. […] The applicant shall be required to demonstrate that the granting of a variance will alleviate a clearly demonstrable hardship approaching confiscation as distinguished from a special privilege or convenience sought by the applicant or that strict application of the ordinance would effectively prohibit or unreasonably restrict reasonable use of the property by reason of any one of the following:

(1) Exceptional narrowness, shallowness, size or shape of a specific piece of property at the time of enactment of this Ordinance.

(2) Exceptional topographic conditions or other extraordinary and exceptional situation or condition of such property.

(3) The condition situation or development of property immediately adjacent to the subject property.

The applicant has indicated a hardship; however, the hardship is not due to the size, shape, or topography of the property, or due to any situation or development immediately adjacent to the property.

(d) Public Hearing.

The application for a Variance is scheduled for Public Hearing before the Punta Gorda Board of Zoning Appeals (BZA) on Friday, March 27, 2026, and before the City Council on Wednesday, April 8, 2026.

(e) BZA Review and Recommendation.

Following the Public Hearing, the BZA shall forward the proposed Variance to the City Council together with its recommendation and a statement setting forth *its reasons for such recommendation.* Due to the timing of hearing dates, the agenda for the City Council meeting will be published prior to the BZA meeting. All additional information, including the BZA's recommendation, will be provided to the City Council immediately following the BZA meeting.

Summary of Findings

Finding #1: The applicant, 312 Sullivan, LLC, owns the property at 312 Sullivan Street, Punta Gorda, FL, which contains a single-story historic structure. The property was purchased on March 31, 2025, at which time a different version of Land Development Regulations (LDRs), Chapter 26, Punta Gorda Code, was in effect that allowed the interior configuration as proposed.

Finding #2: The LDRs currently in effect were reimplemented on July 9, 2025, and changed the property's zoning designation back to City Center, which does not allow the interior configuration as proposed. The proposed design does not comply with current LDRs, Sections 3.9(c)(7) and 4.23(a), Punta Gorda Code.

Finding #3: The property is located within the National Register Historic District and is included on the Florida Master Site File. The City of Punta Gorda 2045 Comprehensive Plan contains goals, objectives, and policies, which support the requested variance in an effort to preserve the historic nature of the structure.

Finding #4: All approval criteria listed in Section 16.10(b), LDRs, Punta Gorda Code, have been found to be true with respect to the subject property and request.

Finding #5: The requested variance is compatible with adjacent properties as it would not require any increase in height or additional exterior renovations, keeping with the historic characteristics of the surrounding neighborhood.

Staff Recommendation:

Staff recommends approval of V-07-2025 for the property located at 312 Sullivan Street, subject to the following conditions of approval:

1. All exterior work shall comply with historic preservation requirements.
2. The variance shall expire six (6) months from the date of approval by the City Council of the City of Punta Gorda, Florida, unless the required permits for the proposed work are obtained, or the proposed work commences if permits are not required, prior to the expiration date.

Attachments:

Exhibit 1 – Location Map
Exhibit 2 – Conceptual Floor Plan
Exhibit 3 – Repealed Land Development Regulations, Live-Work Building Type (in effect at time of purchase)

Exhibit 1:

CITY OF PUNTA GORDA V-07-2025 - LOCATION

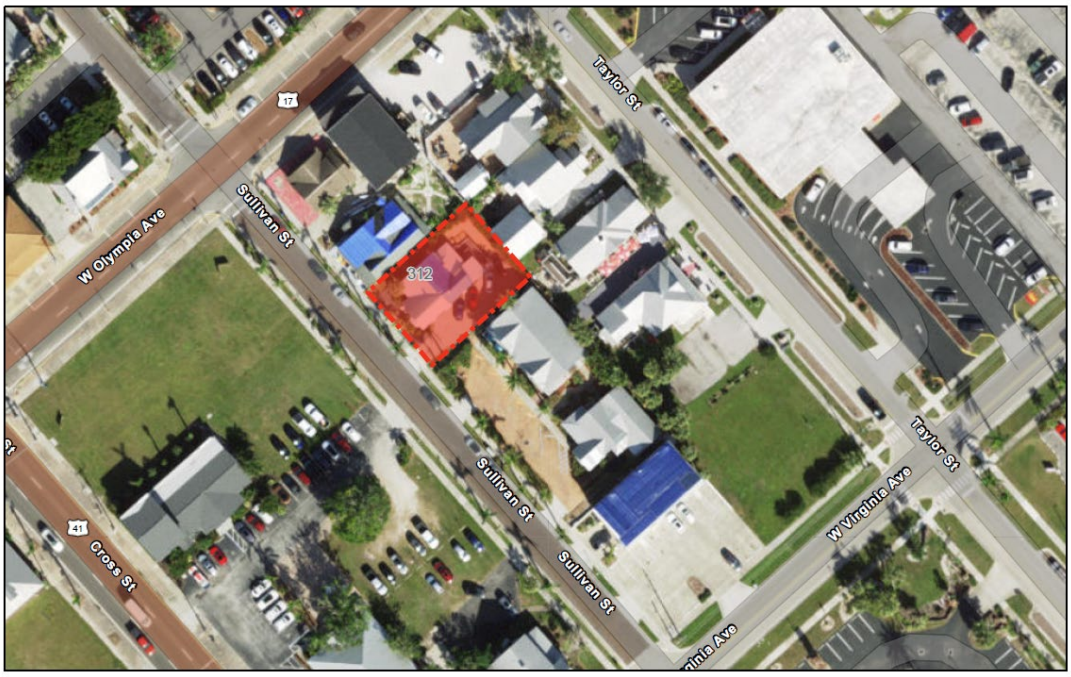


Exhibit 2: Conceptual Floor Plan

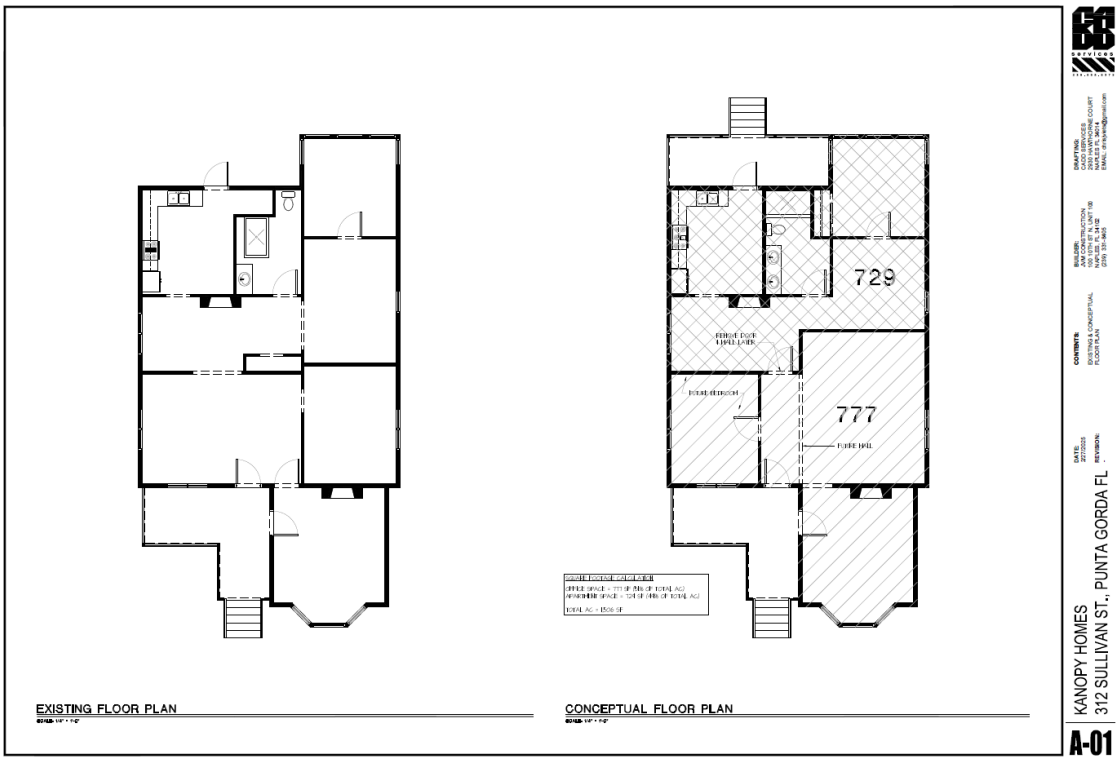


Exhibit 3 – Repealed Land Development Regulations

Section 3.2 (d) (10)

Building Types – Live / Work

(10). **Live / Work**



a. Summary

Description	Key Characteristics
The Live/Work Building Type is a small attached or detached structure that consists of one dwelling unit above and/or behind a flexible ground floor space that can be used for office, service, or retail uses. Both the ground floor flex space and the residential unit are owned by one entity.	Integrated, Attached or Detached Units Mixed Use 1 to 2.5 stories Orients to Street

Examples and Variations



Attached Live/Work Unit in Beaufort, SC

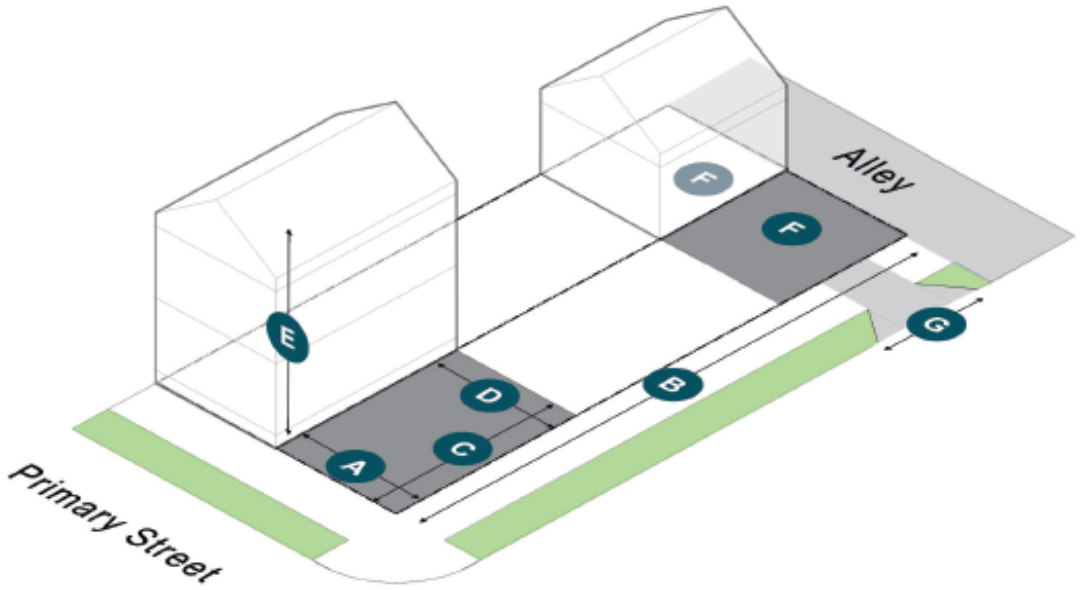


Detached Live/Work Unit

Exhibit 3 – Repealed Land Development Regulations (cont.)

Section 3.2 (d) (10)

Building Types – Live / Work



b. Lot & Building Standards		
Lot Dimensions		
Width	18' min 53' max	A
Depth	86' min	B
Lot Size	1,550 SF min	
Building Footprint and Placement		
Lot Coverage	90% max	
Frontage Buildout	Must comply with the standards defined in the Regulating Districts, Subsection 3.2©	
Setbacks		
Building Depth	30' min	C
Building Width	18' min	D
Intensity		
No. of units	1 unit	
Density (Individual Lot)	30 du/a max	
Building Height	35' max. (2.5 stories)	

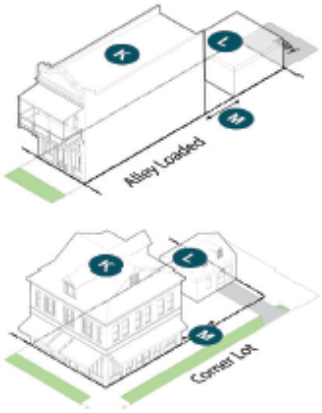
c. Parking and Access		
Location		
Parking must be located behind the primary building, accessible by a rear access lane, alley, or an easement that serves as a rear access lane or alley.		F
Garage Door / Carport Setback		
Attached	Park under units are permitted at the rear of the lot and must be accessed from a rear lane/alley	
Detached[1]	Accessed from side street or rear lane/alley	
Parking Access		
Number of Driveways/Curb Cuts		
Primary Street	1	
Secondary Street	1	
Driveway Width	8' min 12' max	G
Pedestrian Access		
Must provide pedestrian access from the primary street sidewalk. For corner lots, secondary access may be provided from the side street sidewalk as well.		

[1] Detached garages and carports are subject to all accessory building setbacks defined in the Regulating Districts, Subsection 3.2(c)

Article 3 Page 26 - 84 Zoning Regulating Districts

Exhibit 3 – Repealed Land Development Regulations (cont.)





d. Building Composition		
Front Façade Fenestration[1]		
Ground Floor	40% min 80% max	H
Upper Story	30% min 50% max	I
Habitable Half Story/Attic	10% min 30% max	J
Roof Type[2]		
Flat, Gable, Hip, and Mansard Permitted	7.2 (j)	
Permitted Building Elements[2]		
Balconies	7.2 (l)(4)	
Bay Windows	7.2 (l)(6)	
Dormers	7.2 (l)(7)	
Permitted Frontage Types[2]		
Gallery	7.4 (b)	
Arcade	7.4 (c)	
Storefront	7.4 (d)	
Lobby Entrance	7.4 (e)	
Awning	7.4 (f)	
Entry Canopy: Large	7.4 (g)	
Overhead Balcony: Large	7.4 (h)	
Portico	7.4 (k)	
Stoop	7.4 (l)	
Porch: Projecting	7.4 (m)	
Porch: Engaged	7.4 (n)	
Porch: Integral	7.4 (o)	
Entry Canopy: Small	7.4 (p)	
Overhead Balcony: Small	7.4 (q)	

[1] See Section 7.2 (h) for the min transparency requirements.

[2] Additional standards or limitations may apply for specific Architectural Styles, see Section 7.5

e. Site Configuration		
Number of Buildings		
Primary	1	K
Accessory	1	L
Additional		
Distance Between Primary and Secondary Building	10' min.	

JVM Construction LLC
[redacted]

November 14, 2025

City of Punta Gorda
Urban Design
326 West Marion Ave
Punta Gorda, FL 33950
(941) 575-3372

Re: 312 Sullivan St – Variance

Dear Sir or Madam,

We write to you with the intention of obtaining a variance for our property located at 312 Sullivan St. Due to this property's historic status, our office moved forward with an official submittal of a Certificate of Appropriateness (CA) on July 11, 2025. The work proposed includes renovations to the interior of the structure to accommodate two residential units behind a single commercial unit that will encompass 50% of the structure's front elevation, to satisfy Section 3.2(d)(10) of the Land Development Regulations previously effective April 2024. The wheelchair ramp will be relocated from the back to the front, to promote accessibility within ADA standards. Completion of the CA review took place September 3, 2025, where we had been advised via email that as of July 2025, the City of Punta Gorda rescinded the Land Development Regulations (LDR) that were once effective April of 2024 and had been used to prepare necessary plans and documents for permitting.

As such, the proposed work submitted is deemed noncompliant with Section 4.23 of the newly effective LDR given that the existing footprint of the property lies on a single-story, meaning both the residential and commercial portions cannot be separated to a first and second story as the code implies. To accurately depict the hardships incurred and to come by this rejection, below is a comprehensive timeline of our acquisition, permit preparation, and additional supporting evidence:

- Discussion of purchasing 312 Sullivan Street began at our purchase of 308 Sullivan St (under entity name 308 Sullivan St LLC) in February of 2024. Purchase of 312 Sullivan Street commenced on February 26, 2025, and ownership was officially transferred via Warranty Deed on March 31st, 2025 (Exhibits A, B, and C);

- The first preliminary conceptual architectural plan was completed by our draftsman on February 21, 2025 (Exhibit D). Since then, this plan set has gone through several revisions up until the completed set submitted for the Certificate of Appropriateness, as shown by our draftsman's time report (Exhibit E);
- Our office reached out to the City's Urban Design department throughout February of 2025 via phone and email to confirm live-work requirements needed for a structure, which coincided with work proposed (Exhibit F);
- In June of 2025, our office reached out to the Urban Design department confirming that documents were being compiled for submittal (Exhibit G);
- As of April 2024, the City's Land Ordinance Regulations identified a live-work building type as a mixed-use "small attached or detached structure that consists of one dwelling unit above and/or behind a flexible ground floor space that can be used for office, service, or retail uses" (Section 3.2 (d)(10)). In July of 2025, these LDRs referenced were repealed, which now states "All mixed-use building shall have at least two occupiable stories with a minimum of fifty percent of the street level floor area dedicated to retail use. Office uses are permitting ed the street level and/or on upper levels in combination with retail and residential use. Residential use shall be placed on upper floors" (Section 4.23)(Exhibit H).
- On July 9, 2025, we made an initial attempt to formally submit our Certificate of Appropriateness, then again on July 11 (Exhibit I);
- Communication regarding document review between our office and the Urban Design department continued from August 12 to September 2, 2025 (Exhibit J);
- September 3, 2025, our team received a formal rejection advising we would need to apply for a variance due to the LDR repeal (Exhibit K);
- Since the beginning of this project, our business has incurred $7,974.64 and owes an estimated additional $10,000 in preparation of plans and materials needed for permitting, excluding around $9,0000 worth of billable time that our team has invested (Exhibit L).

Given the history outlined above, we've been offered the opportunity to pursue a variance to the following two criteria:

(1) Section 4.23 of LDR: Identifies that all mixed use buildings have at least two occupiable stories, in which at least 50% of the street level floor be dedicated to retail use, while residential units be allocated to upper floors. We request both the retail unit and residential units proposed remain on the existing ground floor.

(2) Section 3.9(c)(7) of LDR: Identifies that mixed use building comprises of 2 residential units, or a 2 to 1 ratio of non-residential floor are to residential floor area. We request 2 residential units and 1 commercial unit to be allowed, with the residential units' floor area exceeding that of the commercial unit by 81% (2 Residential 1,226 sqft, 1 commercial 508 sqft = 1,506 sqft total).

Variance Criteria

1. **That special conditions or circumstances exist which are particular to the size and characteristics of the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district.**

Due to this property's historic status, there are limited avenues which we can take as investors. Maintaining the appearance of the existing building's exterior is crucial in maintaining its historical integrity. To comply with the relevant LDRs, a second floor would need to be added where the proposed residential units would lie. Adding another story to accommodate a second floor would diminish the structure's historic appearance. Moreover, it isn't guaranteed that the building's structural integrity would allow this. As a result, we would face an additional thousands of dollars in engineering and labor to make this possible, or to demolish and start over to pursue the original business plan. According to LDR Section 8.1, another application for Certificate of Appropriateness would need to be submitted to authorize either avenue, or under the circumstances we are to have to demo, we encounter a period of delay up to 18 months, unless hardships to the Owner are identified by the Historic Preservation Advisory Board.

2. **The strict and literal enforcement of the zoning regulations would create undue hardship as distinguished from a mere inconvenience on the property owners. Physical handicaps or disability of the applicant and other considerations may be considered where relevant to the request.**

According to the Charlotte County Property Appraiser website, this is a historic structure located in the Traditional Punta Gorda, Downtown Core zoning district (now City Center District), where live-work/mixed use buildings are permitted. As stated previously, the regulations referenced in the

preparation of our permitting documents were those of the LDR effective April 2024. Due to the rescindment of Section 3.2(d)(10)(a) from those regulations, that permits both residential and non-residential units to coexist on a single ground floor (see Exhibit H), the alterations we proposed are no longer attainable. Thus, we face the possibility of having to tear down and rebuild. That would result in the loss of a historic structure, and the time and money already spent, plus the additional investment of re-working to pursue our business plan under new regulations.

3. **That such hardship is not shared generally by other properties in the same zoning district and in the same vicinity.**

   In addition to responses above, we own a property of a similar scope and intended purpose (308 Sullivan St) that was granted both a Certificate of Appropriateness and a building permit. No other properties in the same zoning district share such hardship.

4. **The granting of the variance would not be injurious to or incompatible with contiguous uses, the surrounding neighborhood or otherwise detrimental to the public welfare.**

   By granting our variance request, it would not be injurious or incompatible with contiguous uses or surrounding neighborhoods. The property lies in the City Center District (CC), which permits buildings with an array of uses. Adjacent to the City Center district, and closest to 312 Sullivan St, is the Neighborhood Residential-15 zoning district. Alterations to the property would affect the interior, which would tailor to attracting business, much like those already existing on Sullivan St, while the two rental units in the heart of Punta Gorda's downtown cater to the increasing tourist population coming to the Charlotte County area. Moreover, the incorporation of a ramp at the front of the property promotes handicap accessibility. Utilizing the structure for a live-work units wouldn't pose a hindrance to parking in the downtown area, as the property has its own existing private parking to accommodate business owners, visitors, and tenants. Overall, the coupling of both residential and commercial units aim to contribute positively to overall public welfare.

5. **That the variance requested is the minimum modification of the regulation at issue that will afford relief.**

   By granting this variance, it would be the minimum modification of the regulation at issue that would afford relief. As mentioned, this is property listed on the historic registry. Altering our plan to build in compliance with the updated LDR criteria would result in its overall demise. Not to mention that a significant financial investment has been made by undertaking this project (Exhibit L). Besides

engaging engineers and designers, we have also hired a retired University of Oregon educated landscape architect / land planner who has lived in Southwest Florida since the 90s to help beautify and enhance the site's historic charm (Exhibit M). Deviating from its intended purpose would incur additional hardship for our company. Accepting this variance would mean our company avoids incurring an unexpected and additional $400,000+ in building a new, code and LDR compliant structure, coupled with the already nearly $20,000 invested to prepare the originally planned interior renovation of the existing structure.

6. **The condition giving rise to the requested variance has not been created by any person presently having an interest in the property and/or the conditions cannot reasonably be corrected or avoided by the applicant.**

   The condition giving rise to the requested variance was not created by us as the applicant. The LDR criteria used to prepare our plans was repealed by the City, and the new LDRs in place renders our plans out of compliance with the current live-work/mixed use building criteria.

7. **The variance requested does not involve any use which is prohibited in the district where the property is located.**

   This variance request does not involve prohibited use in the district in which it is located. Please refer to response #2.

8. **Please explain in detail how this variance request is consistent with the City of Punta Gorda Comprehensive Plan.**

   This variance request would coincide with Future Land Use Element Goal 1.1, in which the City's intent is to continue to create a lively, economically viable, pedestrian oriented town with a publicly accessible waterfront, healthy neighborhoods, and a high quality of community character. More specifically, Objective 1.1.6, in which the City of Punta Gorda will protect historic resources through historic district designation and historically sensitive land development regulations. The intended use of this property includes two attractive residential units in the heart of Punta Gorda's downtown, catering to tourists looking for an authentic historic stay. This also goes for business owners looking to rent a commercial unit. Ultimately, contributing to the City's all-encompassing goal to enhance economic and public welfare.

   This request also coincides with Historic Element Objective 11.7.1, which states the City shall support members of the community whose initiatives forward the goals of Goal 11.7 to support

community initiatives to preserve, protect, and celebrate its history. Fulfilling the anticipated plans for this property falls in line with the purpose of Goal 11.7 by ensuring that the historic appearance of 312 Sullivan Street is preserved and celebrates its ornate qualities. We are thoughtfully hand selecting the finishes we use on the inside of 308 Sullivan St and have even taken the time and effort to salvage existing materials to repurpose on the inside, such as old growth board and batten pine, and we intend to carry out the same procedure at 312 Sullivan St.

Acceptance of this variance is also complimentary to the objectives of Historic Element Goal 11.8. This Goal states the City shall continually strive to develop ways in which to build a community that is mindful and appreciative of the past, its relationship to the present, and its value to the future. As mentioned above, we remain committed to preserving and enhancing the historical significance throughout our business venture on Sullivan St. The intent of this interior alteration is to create a versatile hub that caters to tourists, residents and business owners alike, where all can be guaranteed a true Punta Gorda experience for years to come.

Please feel free to contact our office with any questions.

Thank you,

Michael T. Heiderman

Manager

JVM Construction, LLC

PAID
DEC 04 2025

PAID
DEC 04 2025

PAID
DEC 04 2025

Punta Gorda

CITY OF PUNTA GORDA
URBAN DESIGN
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-3352
FAX: (941) 575-3310
Zoning@CityofPuntaGordaFL.com
UrbanDesign@CityofPuntaGordaFL.com

VARIANCE APPLICATION

Date Received: 12-4-25 **File #:** V- 07-2025
Application Fee: $750.00

Office use only:							
Ad Date		**DRC**		**BZA**		**City Council**	

Application and all pertinent required data (listed below) MUST be submitted with this application

- ☑ ORIGINAL application with Signed & Notarized Variance Application and/or Affidavit Authorization for Agent (if applicable)
- ☑ A copy of the deed or other evidence of ownership
- ☑ Plot Plan: If building exists, should show all existing structures with dimensions, spacing, set-backs and off-street parking. **if new construction is proposed as part of this request, a plot plan is required and must show any existing structures on the land and any proposed structures, including setbacks, spacing and dimensions & total impervious area calculations
- ☑ Signed and sealed boundary survey, completed no more than 12 months prior to the application that accurately shows the current condition of the property to include all existing streets, watercourses, natural feature, vegetation and topography and exact location of all buildings and structures.
- ☑ Survey MUST show ALL Easements, Dedications & Improvements
- ☑ Survey must have a metes and bounds description of the property showing water and sewer main locations and fire hydrant locations
- ☑ Date of Survey: 6/6/2025
- ☑ Total Acreage of Property 0.143
- ☑ Square Footage 6254
- ☑ Certificate of Appropriateness application and application fee if property is located within the National Register Historic Overlay District, listed on the National Register, or property listed on the Florida Master Site File by the State of Florida Department of State, Bureau of Historic Preservation of the Division of Historical Resource Florida Master Site File No. _____ Contributing Structure ☐ Yes ☐ No

In addition to the original application ANY documents greater than 11x17 MUST ALSO be submitted on a CD/DVD

In order that this application be processed in a timely fashion, the correct and complete information is necessary. It is suggested that the applicant bring the application to the Zoning & Code Compliance Division, 126 Harvey St., Punta Gorda, Florida 33950, where it can be reviewed by the staff prior to filing.

The Zoning & Code Compliance Division accepts no responsibility for the completeness or accuracy of the application. Errors in the filed application may result in delays with respect to required public hearings. All data and exhibits submitted in connection with the filing of this application become a permanent part of the public record

IMPORTANT: The applicant or his representative MUST be present at the hearing. There will be a fee of $500.00 for a Voluntary Continuance (a request by the applicant to continue a petition before the appropriate board or council, or by the failure of the applicant to attend or be represented at the appropriate meeting).

1. Applicant	
Name	Michael T. Heiderman
Address	[redacted]
Phone	

2. Owner(s) of Record	
Name	312 Sullivan LLC ; Michael T. Heiderman ; Fred Benoit
Address	[redacted]
Phone	

3. Authorized Agent – (if applicable – Property Owner must sign AGENT Affidavit below)	
Name	Sofia Gardi
Address	[redacted]
Phone	

4. Property Address

Address: 312 Sullivan St Punta Gorda FL 33950

Parcel ID /Account #	Lot #	Block#	Section	Total Sq. Feet	Total Acres
412306381004	Lot 14 & N 15 of Lot 13	44	15	6254	0.143

5. Legal Description of Property (Attach separate sheet if necessary)

PUNTA GORDA BLK 44 NW 15 FT LT 13 & ALL LT 14 195/203 214/358 645/1086 756/1686 770/1438 899/227
962-1646 1146/1298 NT1338/498(JC) 1401/1404 E1732/864 2682/521 3121/706 3243/151 4484/782 3511340

6. Is this variance request for new construction? N/A ☐ Yes ■ No

A. If yes, what is the total impervious area calculation? N/A

7. Existing Zoning Classification City Center district

8. Is this request the result of a Violation? ☐ Yes ■ No **When?**

9. Are there any existing structures on the property? Stand-alone, wood frame commercial building ■ Yes ☐ No

If "yes" what type of construction are they, and what is the current use of the structures. In addition include a site plan showing location of structures on property.

10. Reason Variance is being requested

Due to the City's July 2025 residence of the previously accepted Land Development Regulations previously effective as of April 2024, we are no longer able to utilize this as a live-work property. Consequently, we would lose both the time and funds our company has invested since February of 2024. See attached letter and exhibit list for more detailed explanation.

11. Burden of Persuasion.

The burden of showing that a variance should be granted to alleviate undue hardship shall be on the applicant. The applicant shall be required to demonstrate that the granting of a variance will alleviate a clearly demonstrable hardship approaching confiscation as distinguished from a special privilege or convenience sought by the applicant or that strict application of the ordinance would effectively prohibit or unreasonably restrict reasonable use of the property by reason of any one of the following:

(1) Exceptional narrowness, shallowness, size or shape of a specific piece of property at the time of enactment of this ordinance; (2) Exceptional topographic conditions or other extraordinary and exceptional situation or condition of such property; (3) The condition situation or development of property immediately adjacent to the subject property.

Explanation: Please refer to attached letter and exhibits.

12. Approval Criteria No variance shall be approved unless all of the following statements are true with respect to the subject property. Please state your position for each of the following approval criteria:
(1) That special conditions or circumstances exist which are particular to the size and characteristics of the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district.
Please refer to attached letter and Exhibits for further details.
(2) The strict and literal enforcement of the zoning regulations would create an undue hardship as distinguished from a mere inconvenience on the property owners. Physical handicaps or disability of the applicant and other considerations may be considered where relevant to the request.
Section 4.23 of the LDR effective July 2025 states "All mixed-use building shall have at least two occupied stories with a minimum of fifty percent of the street level floor area dedicated to retail use. Office uses are permitting ed the street level and/or on upper levels in combination with retail and residential use. Residential use shall be placed on upper floors." The proposed work does not fall in line with aforementioned regulations, thus to comply, we face having to tear down and rebuild. That would result in the loss of a historic structure, and the time and money already spent, plus the additional investment of re-working to puruse our business plan under new regulations.
(3) That such hardship is not shared generally by other properties in the same zoning district and in the same vicinity.
Please refer to attached letter and Exhibits for further details.
(4) The granting of the variance would not be injurious to or incompatible with contiguous uses, the surrounding neighborhood or otherwise detrimental to the public welfare.
Please refer to attached letter and Exhibits for further details.
(5) That the variance requested is the minimum modification of the regulation at issue that will afford relief.
Please refer to attached letter and Exhibits for further details.
(6) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property and/or the conditions cannot reasonably be corrected or avoided by the applicant.
Please refer to attached letter and Exhibits for further details.
(7) The variance requested does not involve any use which is prohibited in the district where the property is located.
Please refer to attached letter and Exhibits for further details.
(8) Please explain in detail how this variance request is consistent with the City of Punta Gorda Comprehensive Plan
Please refer to attached letter and Exhibits for further details.

I, the undersigned, being first duly sworn, testify and say that I am the owner, attorney, attorney-in-fact, agent, lessee or representative of the owner(s) of all of the property described and which is the subject matter of the proposed hearing; that all answers to the questions in this application, and all sketches, data and other supplementary material attached to and made a part of the application are honest and true to the best of my knowledge and belief. I understand this application must be complete and accurate before the hearing can be advertised, and that I am authorized to sign the application by the owner or owners.

By submitting this application the owner(s) of the subject property does hereby grant his/her consent to the Zoning Official and his/her designee, to enter upon the subject property for the purposes of making any examinations, surveys, measurements, and inspections deemed necessary to evaluate the subject property relative to this application.

NOTARIAL CERTIFICATE - ACKNOWLEDGEMENT

Signature of Owner or Authorized Agent

Michael T. Heiderman; Owner
Print Name & Title

10/15/25
Date

State of Florida
County of Charlotte

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this day of 15th October, 20 25, by Michael T. Heiderman, who is personally known to me or who has produced _____ as identification.

(Signature of Notary)

JHAMBEL TORRES
Notary Public
State of Florida
Comm# HH726619
Expires 10/5/2029
(Seal)

AGENT AFFIDAVIT (Property Owner to complete ONLY if applicable)

I/We Michael T. Heiderman, property owner(s), hereby authorize Sofia Gardi to act as ***Agent*** on our behalf regarding a VARIANCE APPLICATION on the property commonly known as 312 Sullivan St in Punta Gorda, Florida.

Signature of Property Owner

Michael T. Heiderman
Print Name of Property Owner

10/15/25
Date

State of Florida
County of Charlotte

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this day of 15th October, 20 25, by Michael T. Heiderman, who is personally known to me or who has produced _____ as identification.

(Signature of Notary)

JHAMBEL TORRES
Notary Public
State of Florida
Comm# HH726619
Expires 10/5/2029
(Seal)

ROGER D. EATON, CHARLOTTE COUNTY CLERK OF CIRCUIT COURT, PAGE: 1 OF 2
INSTR #: 3384962 Doc Type: D, Recorded: 03/26/2024 at 09:01 AM
RECORDING $18.50 DOCTAX PD $3955.00 ERECORDED

Prepared by and return to:
John S. Sarrett, Esq.
Sarrett Price PA
[redacted]

Parcel Identification No 412306381003
Consideration: $565,000.00

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the **26th day of February, 2024** between **308 Sullivan LLC, a Florida Limited Liability Company**, whose post office address is **8107 Stirling Falls Circle, Sarasota, FL 34243**, Grantor, to **308 Sullivan Street LLC, a Florida Limited Liability Company**, whose post office address is **2180 Immokalee Road, Suite 110, Naples, FL 34110,** Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Charlotte, Florida, to-wit:

Lot 15, Block 44, Plat of Subdivision of Blocks 3, 35, 41, 66, 70 83, 73, 63, 44, 32 in City of Punta Gorda, according to plat thereof as recorded in Plat Book 1, Page 8, of the Public Records of Charlotte County, Florida; less and except the following parcel of land: Begin at the Northwesterly corner of Lot 15, Block 44 of said Plat; Thence run S 43° 52' 31" E with the Northeasterly line of said Lot 15 a distance of 7.00 feet to a point; Thence run S 45° 33' 05" W a distance of 42.95 feet to a point; Thence run N 44° 26' 55" W a distance of 7.06 feet to a point on the Northwesterly line of said Lot 15; Thence run N 45° 38' 17" E with said Northwesterly line a distance of 43.02 feet to the Point of Beginning for this description.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2024 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenant with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor have good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor have hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESS
PRINT NAME: Steve Fusco
Address: 8437 Tuttle Ave
Sarasota, FL 34243

WITNESS
PRINT NAME: Doug Wentz
Address: 8437 Tuttle Ave
Sarasota, FL 34243

308 Sullivan LLC, a Florida Limited Liability Company

By: _____
Toby Lynn, as sole and authorized Member

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization this ___ day of February, 2024 by Toby Lynn, as sole and authorized Member of 308 Sullivan LLC, a FL Limited Liability Company, on behalf of the Limited Liability Company.

Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally known: _____
OR Produced Identification: L 500-800-57-809-0

Type of Identification Produced: FL DL

Notary Public State of Florida
Barry W Daigle
My Commission HH 331489
Expires 11/14/2026

ROGER D. EATON, CHARLOTTE COUNTY CLERK OF CIRCUIT COURT, PAGE: 1 OF 2
INSTR #: 3511340 Doc Type: D, Recorded: 04/01/2025 at 02:51 PM
RECORDING $18.50 DOCTAX PD $3325.00

Prepared by and return to:
EDWARD L. WOTITZKY
Attorney at Law
WOTITZKY, WOTITZKY & YOUNG, P.A.
1107 W. Marion Avenue Suite 111
Punta Gorda, FL 33950
941-639-2171
File Number: **27266.13-3**
Consideration: $475,000.00

Parcel Identification No. **412306381004**

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 31st day of **March, 2025** between **DENNIS J. GILSTAD and TIMOTHY SHAWN GILSTAD, a married couple** whose post office address is **9940 SW Peace River Street, Arcadia, FL 34269** of the County of **DeSoto**, State of **Florida**, grantor*, and **312 SULLIVAN LLC, a Florida limited liability company** whose post office address is **100 10th Street N., Unit 100, Naples, FL 34102** of the County of **Collier**, State of **Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Charlotte County, Florida**, to-wit:

Lot 14 and the North 15 feet of Lot 13, Block 44, CITY OF PUNTA GORDA, according to the plat thereof, as recorded in Plat Book 1, Page 8, of the Public Records of Charlotte County, Florida.

Subject to taxes for 2025 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

DoubleTime®

Witness Name: Autumn Baker
Witness Address : 412 Eagles Nest Dr
Clarkesville, GA 30523

DENNIS J. GILSTAD

Witness Name: Edward Wolfgang Fox
Witness Address : 366 Barber Trail Rd
Cleveland GA 30528

TIMOTHY SHAWN GILSTAD

State of Georgia
County of White

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 27 day of March, 2025 by DENNIS J. GILSTAD and TIMOTHY SHAWN GILSTAD, who [ ] are personally known or [X] have produced Driver License as identification.

[Notary Seal]

Stacy T. Cross
Notary Public, State of Georgia
White County
My Commission Expires
December 9, 2025

Notary Public

Printed Name: Stacy T. Cross

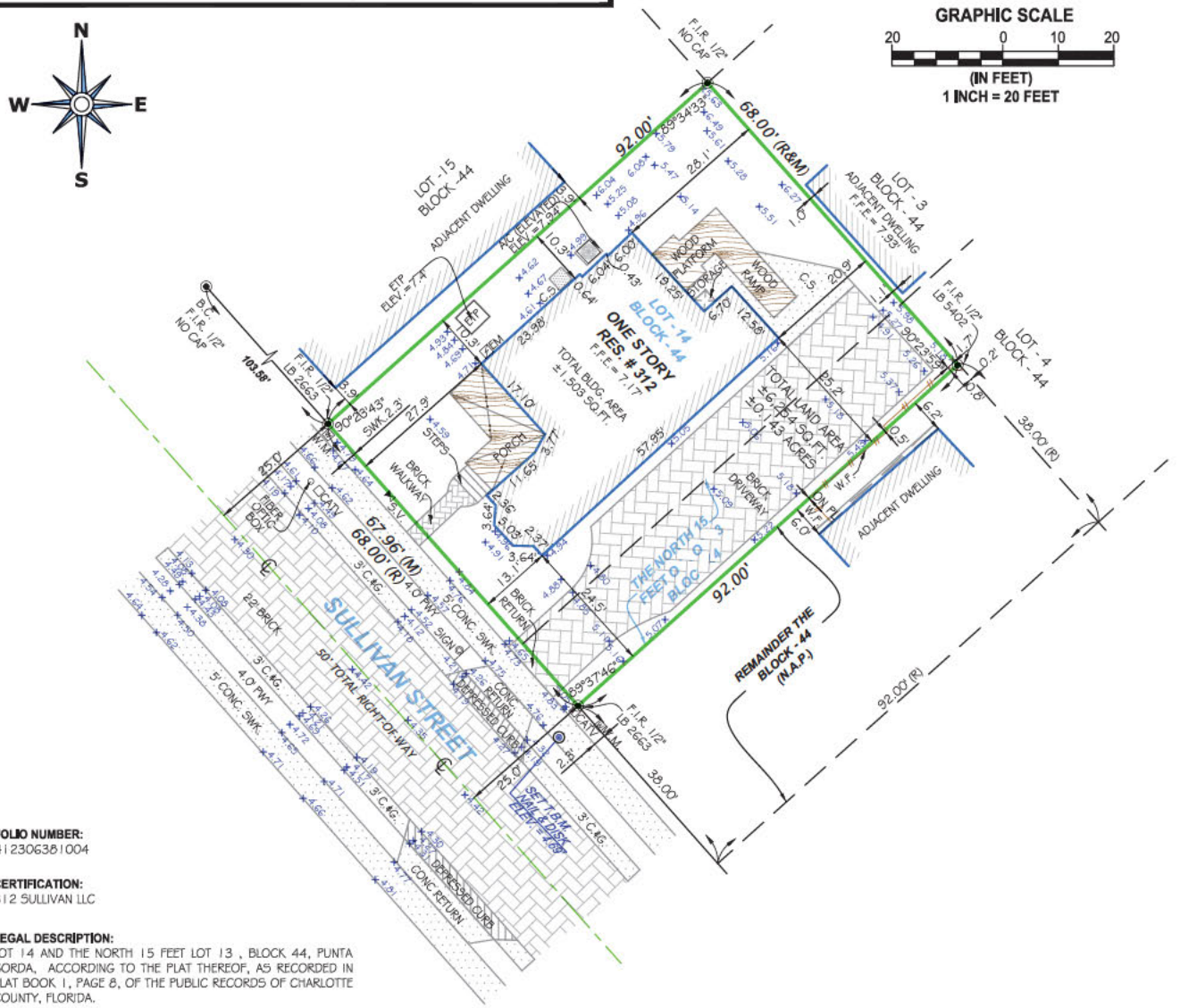
My Commission Expires: 12/9/25

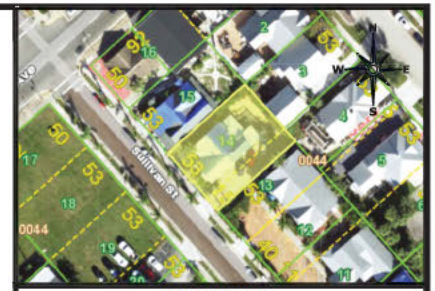
JOHN IBARRA & ASSOC., INC.
Professional Land Surveyors & Mappers
WWW.IBARRALANDSURVEYORS.COM

[redacted]

MAP OF BOUNDARY AND

312 SULLIVAN STREET, PUNTA GORDA, FLORIDA 33950





LOCATION MAP
SCALE = N.T.S.

ABBREVIATIONS

A/C	AIR CONDITIONER PAD
A.E.	ANCHOR EASEMENT
A/R	ALUMINUM ROOF
A/S	ALUMINUM SHED
ASPH.	ASPHALT
B.C.	BLOCK CORNER
B.M.	BENCHMARK
BLDG.	BUILDING
B.O.B.	BASIS OF BEARINGS
B.S.L.	BUILDING SETBACK LINE
(C)	CALCULATED
C.B.	CATCH BASIN
C.B.S.	CONCRETE BLOCK STRUCTURE
CBW	CONCRETE BLOCK WALL
CH.	CHORD
CHB	CHORD BEARING
CL.	CLEAR
C.L.F.	CHAIN LINK FENCE
C.M.E.	CANAL MAINTENANCE EASEMENTS
CONC.	CONCRETE
C.P.	CONCRETE PORCH
C.S.	CONCRETE SLAB
C.U.P.	CONCRETE UTILITY POLE
C.O.	CLEANOUT
C.W.	CONCRETE WALK
D.E.	DRAINAGE EASEMENT
D.M.H.	DRAINAGE MANHOLE
E	EAST
EB	ELECTRIC BOX
EM	ELECTRIC METER
E.T.P.	ELECTRIC TRANSFORMER PAD
ELEV. OR EL.	ELEVATION
ENCR.	ENCROACHMENT
F.D.H.	FOUND DRILL HOLE
F.H.	FIRE HYDRANT
F.I.P.	FOUND IRON PIPE
F.I.R.	FOUND IRON ROD
F.F.E.	FINISHED FLOOR ELEVATION
F.N.D.	FOUND NAIL & DISK
F.N.	FOUND NAIL
FT.	FEET
I.C.V.	IRRIGATION CONTROL VALVE
I.F.	IRON FENCE
L	LENGTH OF CURVE
LB	LICENSE BUSINESS
L.P.	LIGHT POLE
L.F.E.	LOWEST FLOOR ELEVATION
L.M.E.	LAKE MAINTENANCE EASEMENT
(M)	MEASURED DISTANCE
MB	MAIL BOX
MH	MANHOLE
M.F.	METAL FENCE
N.A.P.	NOT A PART OF
NGVD	NATIONAL GEODETIC VERTICAL DATUM
NAVD	NORTH AMERICAN VERTICAL DATUM
N.T.S.	NOT TO SCALE
O.H.	OVERHEAD UTILITY
O.R.B.	OFFICIAL RECORDS BOOK
OVH	OVERHANG
PVMT.	PAVEMENT
PLT.	PLANTER
PL	PROPERTY LINE
P.B.	PLAT BOOK
P.C.	POINT OF CURVE
P.T.	POINT OF TANGENCY
P.O.A.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
PG.	PAGE
PWY.	PARKWAY
PRM	PERMANENT REFERENCE MONUMENT
PLS	PROFESSIONAL LAND SURVEYOR
(R)	RECORDED DISTANCE
RAD	RADIAL
R.R.	RAIL ROAD
RES.	RESIDENCE
R/W	RIGHT-OF-WAY
RGE.	RANGE
SEC.	SECTION
STY.	STORY
SWK.	SIDEWALK
S.I.R	SET IRON REBAR
S.I.P.	SET IRON PIPE
S.P.	SCREENED PORCH
S.M.H.	SANITARY SEWER MANHOLE
S.V.	SEWER VALVE
T	TANGENT
TB	TELEPHONE BOOTH
T.S.B.	TRAFFIC SIGNAL BOX
T.S.P.	TRAFFIC SIGNAL POLE
T.B.M.	TEMPORARY BENCHMARK
TWP.	TOWNSHIP
UTIL.	UTILITY
U.P.	UTILITY POLE
W.M.	WATER METER
W.V.	WATER VALVE
W.F.	WOOD FENCE
Δ	DELTA

LEGEND

- CENTERLINE
- MONUMENT LINE
- OVERHEAD UTILITY LINES
- CHAIN LINK FENCE
- IRON FENCE
- WOOD FENCE
- BUILDING SETBACK LINE
- LIMITED ACCESS R/W
- NON-VEHICULAR ACCESS R/W
- x 0.00 EXISTING ELEVATION

LEGAL NOTES TO ACCOMPANY SKETCH OF SURVEY:

- THERE MAY BE EASEMENTS RECORDED IN THE PUBLIC RECORDS NOT SHOWN ON THIS SURVEY.
- EXAMINATIONS OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THE PROPERTY.
- THIS SURVEY IS SUBJECT TO DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS OR EASEMENTS OF RECORD.
- LEGAL DESCRIPTIONS PROVIDED BY CLIENT OR ATTESTING TITLE COMPANY.
- BOUNDARY SURVEY MEANS A DRAWING AND/OR A GRAPHIC REPRESENTATION OF THE SURVEY WORK PERFORMED IN THE FIELD, COULD BE DRAWN AT A SHOWN SCALE AND/OR NOT TO SCALE; THE WALLS OR FENCES MAY BE EXAGGERATED FOR CLARITY PURPOSES.
- EASEMENTS AS SHOWN ARE PER PLAT BOOK, UNLESS DENOTED OTHERWISE.
- THE TERM "ENCROACHMENT" MEANS VISIBLE AND ABOVE GROUND ENCROACHMENTS.
- ARCHITECTS SHALL VERIFY ZONING REGULATIONS, RESTRICTIONS, SETBACKS AND WILL BE RESPONSIBLE FOR SUBMITTING
- PLOT PLANS WITH CORRECT INFORMATION FOR "APPROVAL FOR AUTHORIZATION" TO THE PROPER AUTHORITIES IN NEW CONSTRUCTION.
- UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTING AND/OR FOUNDATIONS.
- FENCE OWNERSHIP NOT DETERMINED.
- THIS PLAN OF SURVEY, HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREIN, THE CERTIFICATE
- DOES NOT EXTEND TO ANY UNNAMED PARTY.

FLOOD ZONE INFORMATION:

THE NFIP FLOOD MAPS HAVE DESIGNATED THE HEREIN DESCRIBED LAND TO BE SITUATED IN:

FLOOD ZONE:	" AE "
BASE FLOOD ELEVATION:	10 FEET
COMMUNITY:	120062
PANEL:	0241
SUFFIX:	G
DATE OF FIRM	12/15/2022

SURVEYOR'S NOTES:

1. IF SHOWN, BEARINGS ARE REFERRED TO AN ASSUMED MERIDIAN, BY SAID PLAT IN THE DESCRIPTION OF THE PROPERTY, IF NOT, BEARINGS ARE THEN REFERRED TO COUNTY, TOWNSHIP MAPS.
2. THE CLOSURE IN THE BOUNDARY SURVEY IS ABOVE 1:7500 FT.
3. CERTIFICATE OF AUTHORIZATION LB # 7806.
4. ALL ELEVATIONS SHOWN ARE REFERRED TO NORTH AMERICAN VERTICAL DATUM OF 1988; NATIONAL GEODETIC SURVEY BENCHMARK PID: AG1623, DESIGNATION: PUNTA GORDA ASTRO RESET @ 26.56 (0.42783 (R) & 082 03 08.50758 (W); ELEVATION IS 5.16 FEET OF N.A.V.D. OF 1988.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THIS "BOUNDARY SURVEY" OF THE PROPERTY DESCRIBED HEREON, HAS RECENTLY BEEN SURVEYED AND DRAWN UNDER MY SUPERVISION, AND COMPLIES WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027, FLORIDA STATUTES.

BY: _____ 06/06/2025
CARLOS IBARRA (DATE)

PROFESSIONAL LAND SURVEYOR NO.: 6770 STATE OF FLORIDA
(NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER).

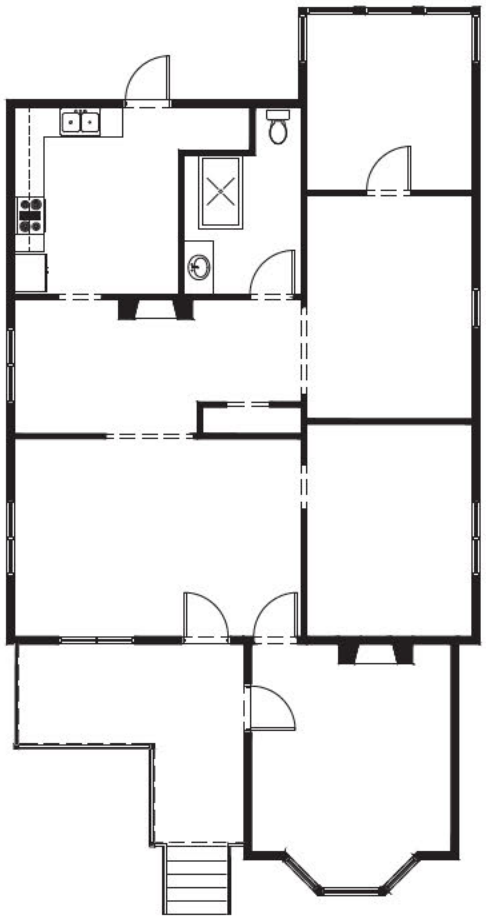
REVISED ON: _____
REVISED ON: _____

FOLIO NUMBER:
412306381004

CERTIFICATION:
312 SULLIVAN LLC

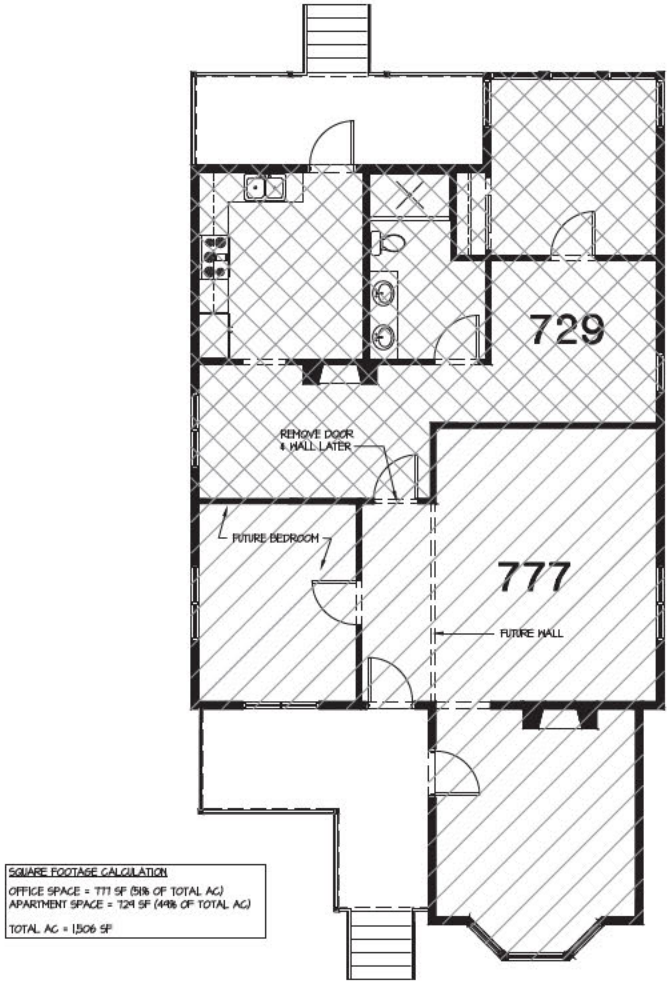
LEGAL DESCRIPTION:
LOT 14 AND THE NORTH 15 FEET LOT 13 , BLOCK 44, PUNTA GORDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 8, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

DRAWN BY:	LP	
SURVEY DATE:	06/06/2025	
SURVEY NO:	25-000719-1	
SHEET:	1 OF 1	LB 7806 SEAL



EXISTING FLOOR PLAN

SCALE: 1/4" = 1'-0"



SQUARE FOOTAGE CALCULATION

OFFICE SPACE = 777 SF (51% OF TOTAL AC)
APARTMENT SPACE = 729 SF (49% OF TOTAL AC)

TOTAL AC = 1,506 SF

CONCEPTUAL FLOOR PLAN

SCALE: 1/4" = 1'-0"

DRAFTING:
CADD SERVICES
2930 HAWTHORNE COURT
NAPLES FL 34114
EMAIL: chris.j4ed@gmail.com

BUILDER:
JVM CONSTRUCTION
100 10TH ST N, UNIT 100
NAPLES, FL 34102
(239) 331-8405

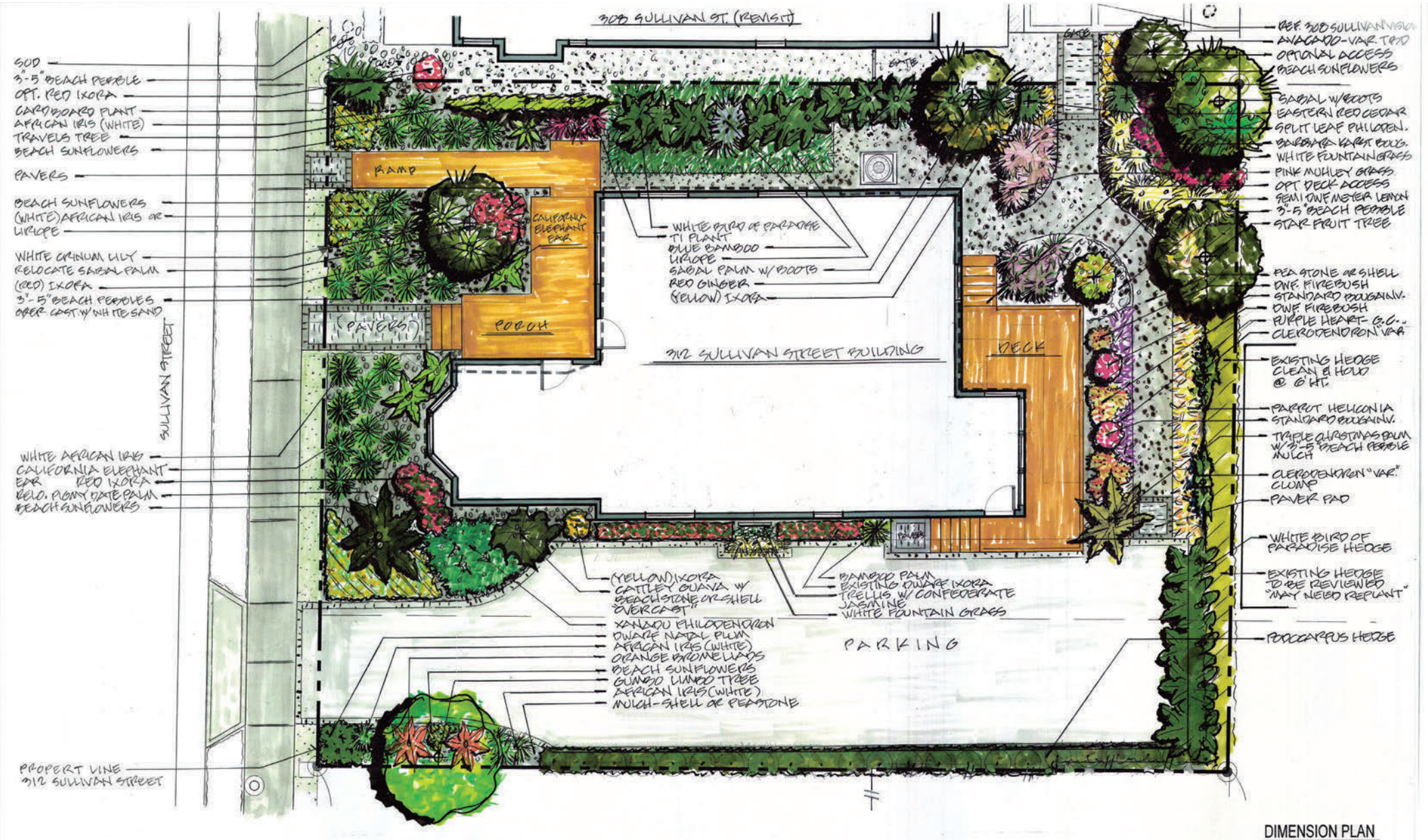
CONTENTS:
EXISTING & CONCEPTUAL FLOOR PLAN

DATE:
2/27/2025

REVISION:
-

KANOPY HOMES
312 SULLIVAN ST., PUNTA GORDA FL

A-01



DIMENSION PLAN

SCALE: 1/4" = 1'-0"

A-01

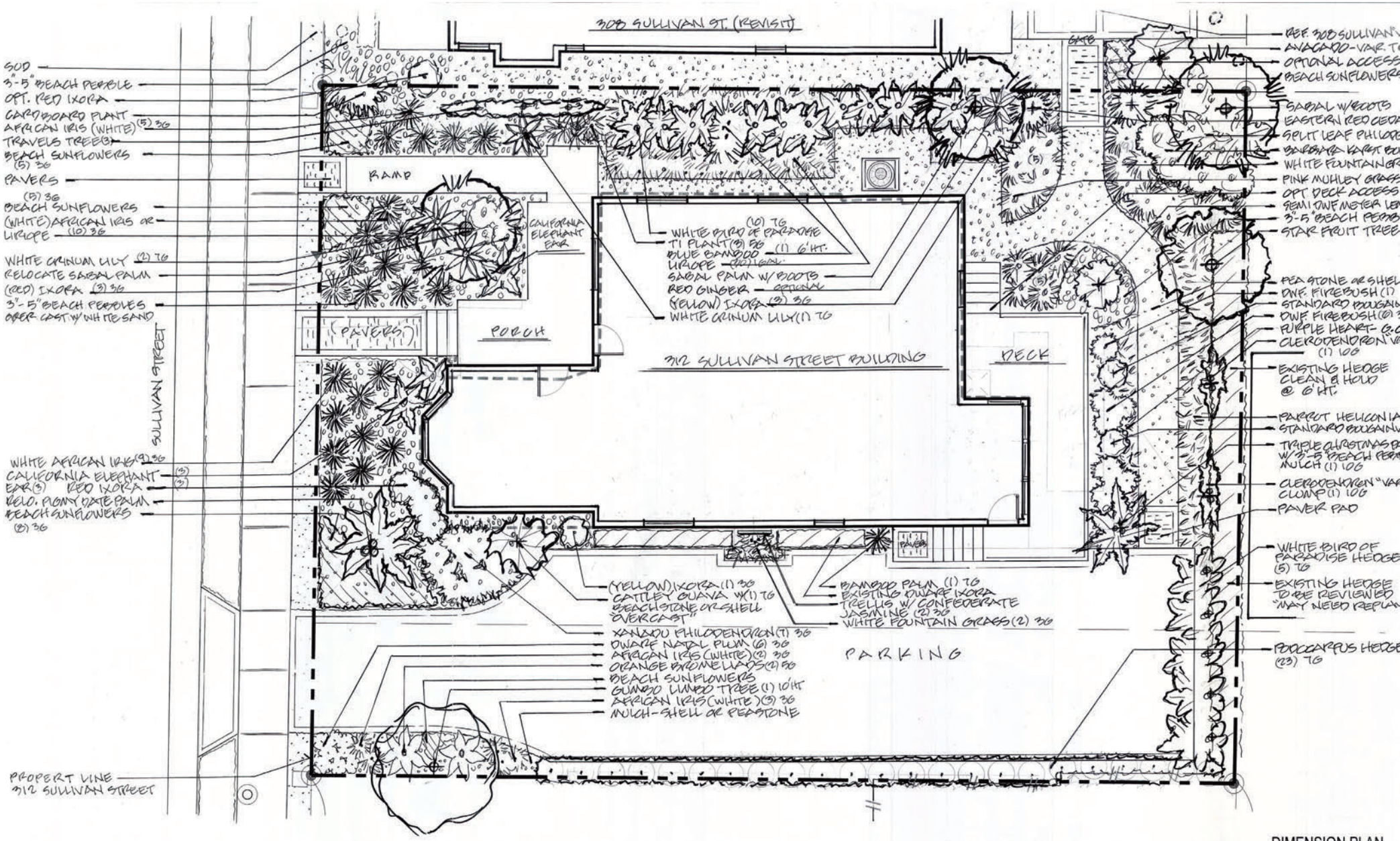
JVM - PUNTA GORDA
312 SULLIVAN ST

DATE:
06/26/25

REVISION:
REVISION:

CONCEPTUAL LANDSCAPE VISION

ALAN VIETS
Landscape Architect
University of Oregon
School of Landscape Architecture B.L.A.
1069 Kinga Way
Naples, FL 34104
Phone: (239) 241-1114
E-Mail: alanviets@yahoo.com



DIMENSION PLAN

SCALE: 1/4" = 1'-0"

A-01

JVM - PUNTA GORDA
312 SULLIVAN ST

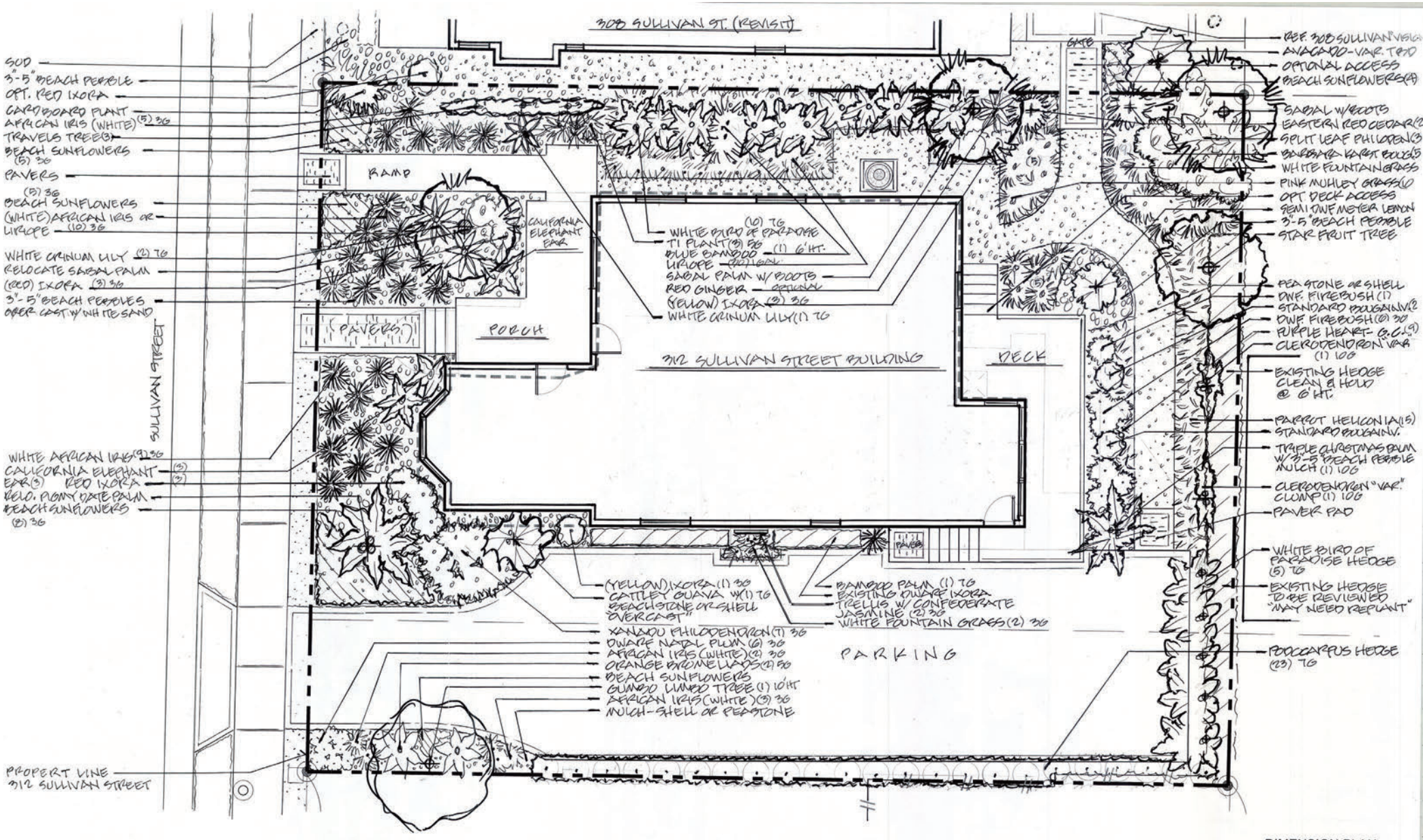
DATE:
06/26/25

REVISION:
REVISION:

PLANT NUMBERS, SCHEDULES & COMMENTS - REVIEW - LANDSCAPE LIST 6.26.25

CONCEPTUAL LANDSCAPE VISION

ALAN VIETS
Landscape Architect
University of Oregon
School of Landscape Architecture BLA
1099 Kings Way
Naples, FL 34104
Phone: (239) 241-1114
E-Mail: alanviets@yahoo.com

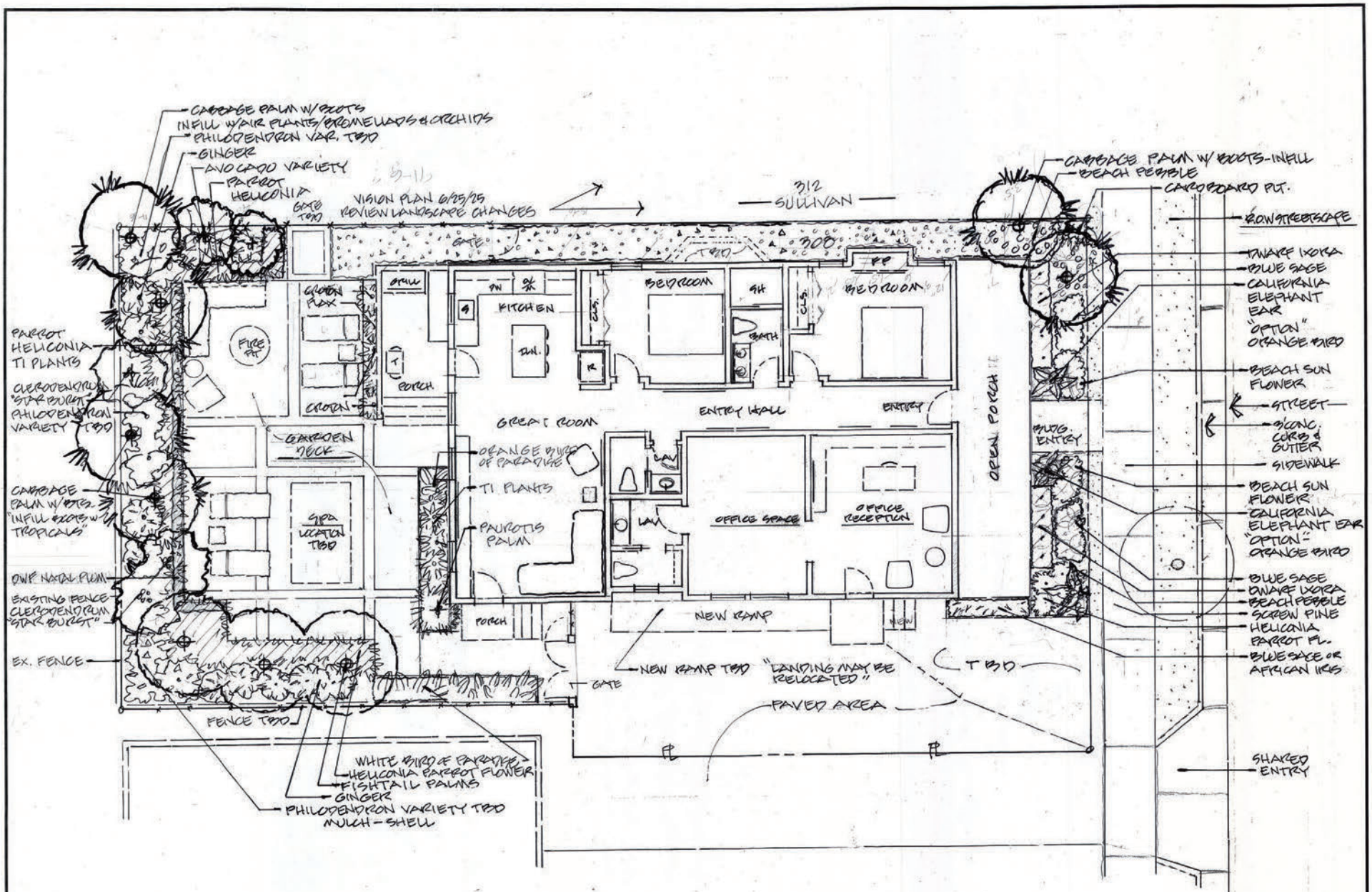


DIMENSION PLAN

SCALE: 1/4" - 1'-0"

A-01	JVM - PUNTA GORDA 312 SULLIVAN ST	DATE: 06/26/25 REVISION: REVISION:	PLANT • NUMBERS, SCHEDULES & COMMENTS - REVIEW - LANDSCAPE LIST 6.26.25 CONCEPTUAL LANDSCAPE VISION

ALAN VIETS
Landscape Architect
University of Oregon
School of Landscape Architecture BLA
1099 Kings Way
Naples, FL 34104
Phone: (239) 241-1114
E-Mail: alanviets@yahoo.com



CONCEPTUAL VISION 2

SCALE: 1/4" = 1'-0"

ALAN VIETS
LANDSCAPE ARCHITECT
1069 KINGS WAY
NAPLES, FL 34104
PHONE: (239) 241-1114

BUILDER:

CONTENTS: CONCEPTUAL VISION

DATE: 1/24/2024

REVISION: 2/19/25 6/10/25

JVM - PUNTA GORDA
308 SULLIVAN ST

A-01

CITY OF PUNTA GORDA

URBAN DESIGN
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-3372
FAX: (941) 575-3356
UrbanDesign@CityofPuntaGordaFL.com

August 14, 2025

312 Sullivan, LLC
Michael T. Heiderman
[redacted]

Subject: CA-46-2025

Mr. Heiderman,

Your application for a Certificate of Appropriateness, CA-46-2025, to add an ADA accessible ramp to the front of the structure and to replace doors and windows on the rear of the structure located at 312 Sullivan Street, Punta Gorda, Florida 33950, has been approved. Additional notes regarding other portions of the application will be listed below. The signed application is enclosed for your records; please include this letter when you submit a building permit application for the proposed work.

The interior renovation plans submitted with the application for a CA indicate a portion of the structure being converted to two residential units. The subject property is zoned City Center, which allows mixed-use buildings with certain conditions. Section 4.23 of Chapter 26, Land Development Regulations, of the Punta Gorda Code requires:

> "(a) All mixed use buildings shall have at least two occupiable stories with a minimum of fifty percent of the street level floor area dedicated to retail use. Office uses are permitted at the street level and/or on upper levels in combination with retail and residential use. Residential uses shall be placed on upper floors.
>
> (b) The building shall be architecturally compatible with buildings within 100 linear feet and shall be located on a right-of-way a minimum of 60 feet in width with marked on-street parking."

To obtain zoning approval for the interior remodel as shown on the plans submitted with the CA, a variance would be required. The Urban Design Department offers Design Studio appointments twice per month at no charge. These meetings offer applicants a one-on-one opportunity with representatives from all city departments involved in the permitting and

development process. Please feel free to contact our office and schedule an appointment to walk through the requirements and timelines associated with a variance.

If you have any questions regarding this Certificate of Appropriateness or other information contained within this letter, please call our office at the above telephone number.

Respectfully,

Rachel Barry

Rachel Barry
Zoning Official
Urban Design Department

Enclosure (1) Signed Application for Certificate of Appropriateness
cc: Urban Design Staff

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 8/2026

ORDINANCES / RESOLUTIONS
(No Public Hearing Required)

Title:

A resolution of the City Council of the City of Punta Gorda, Florida, accepting a bill of sale, release of lien/affidavit of no liens, and utility easements, from Punta Gorda Acquisitions II, LLC, and warranty from Earthtech Enterprises Inc., for water and wastewater facilities at the development known as Punta Gorda Commons located at US 17 and Piper Rd; providing for conflicts and severability; and providing an effective date.

Funds: Not applicable.

Recommended Action: City Council acceptance of resolution and utility ownership.

Summary: Punta Gorda Acquisitions II, LLC has constructed a public water system, and public wastewater collection system to provide public water and public sewer availability to the Punta Gorda Commons development. The utility facilities have been completed and the developer is seeking to convey the utility facilities to the City of Punta Gorda.

Utility improvements are typically funded and constructed by the specially benefitted properties and transferred to the utility for ownership, operation and maintenance.

Department/Division: Utilities

EXHIBITS:

1. Proposed Resolution Accepting Utilities Facilities

CITY OF PUNTA GORDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PUNTA GORDA, FLORIDA, ACCEPTING A BILL OF SALE, RELEASE OF LIENS/AFFIDAVIT OF NO LIENS, AND UTILITY EASEMENTS, FROM PUNTA GORDA ACQUISTIONS II, LLC, AND WARRANTY FROM EARTHTECH ENTERPRISES, INC., FOR WATER AND WASTEWATER FACILITIES AT THE DEVELOPMENT KNOWN AS PUNTA GORDA COMMONS LOCATED AT US 17 AND PIPER ROAD; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Punta Gorda Acquisitions II, LLC is the owner/developer of a commercial subdivision known as Punta Gorda Commons, which is located within the Punta Gorda Utility Service Area; and

WHEREAS, the developer has constructed a public water system and a public wastewater collection system as part of its development activity to serve Punta Gorda Commons: and

WHEREAS, because the City of Punta Gorda will be supplying utility services to Punta Gorda Commons, ownership and maintenance of the wastewater transmission force main are being turned over to the City of Punta Gorda.

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

I. The Bill of Sale, Release of Liens/Affidavit of No Liens, utility easements, from Punta Gorda Acquisitions II, LLC, and Warranty from Earthtech Enterprises Inc., for the public water system and public wastewater system, copies of which are attached hereto and made a part hereof, are hereby accepted by the City of Punta Gorda.

II. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

III. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

IV. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED in regular session of the City Council of the City of Punta Gorda, Florida, this _____ day of _____, 20_____.

_____
Deborah Lux, Mayor

ATTEST:

_____
Sara Welch, City Clerk

APPROVED AS TO FORM:

_____
Steven Leskovich, City Attorney

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 8/2026

ORDINANCES / RESOLUTIONS
(No Public Hearing Required)

Title:

A Resolution of the City of Punta Gorda, Florida, approving maintenance Agreement No.: BEJ85 (FM NO.: 432729-1-78-18) with the Florida Department of Transportation for City Maintenance of FDOT Highways within the City limits; authorizing the Mayor to execute the agreement on behalf of the City; and providing an effective date.

Funds: Not applicable

Recommended Action: City Council approval.

Summary:

Negotiations between the Department of Transportation, a component agent of the State of Florida, and the City of Punta Gorda, a municipal corporation of the State of Florida, have resulted in a maintenance agreement which provides for mowing, litter removal and sweeping of FDOT highways situated within the city limits.

Department/Division: City Manager / Legal

EXHIBITS:

1. Resolution
2. BEJ85 Proposed Memorandum of Agreement

City of Punta Gorda

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PUNTA GORDA, FLORIDA, APPROVING MAINTENANCE AGREEMENT NO. BEJ85 (FM NO. 432729-1-78-18) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR CITY MAINTENANCE OF FDOT HIGHWAYS WITHIN THE CITY LIMITS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, negotiations between the Department of Transportation, a component agent of the State of Florida, and the City of Punta Gorda, a municipal corporation of the State of Florida, have resulted in a maintenance agreement which provides for mowing, litter removal and sweeping of FDOT highways situated within the city limits.

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

l. The City Council hereby approves Maintenance Agreement No. BEJ85 (FM NO. 432729-1-78-18, a copy of which is attached hereto and made a part hereof, with the Florida Department of Transportation for city maintenance of FDOT highways within the Punta Gorda city limits.

2. The Mayor of the City of Punta Gorda, Florida is hereby authorized to execute the agreement on behalf of the City.

3. This Resolution shall become effective immediately upon adoption.

ADOPTED in regular session of the City Council of the City of Punta Gorda, Florida, this ____ day of April 2026.

By: _____
DR DEBORAH LUX, Mayor

ATTEST:

_____
SARA WELCH, City Clerk

APPROVED AS TO FORM AND CONTENT:

_____
STEVEN LESKOVICH, ESQ., City Attorney
Bar # 194840

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MEMORANDUM OF AGREEMENT

This is an Agreement by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an Agency of the State of Florida, (hereinafter, "**DEPARTMENT**") and **CITY OF PUNTA GORDA** (hereinafter, "**AGENCY**") for the **AGENCY** to provide maintenance services.

WITNESSETH

1. WHEREAS, the **AGENCY** has the authority to enter into said Agreement and to undertake the project hereinafter described, and the **DEPARTMENT** has been granted the authority to function adequately in all areas of appropriate jurisdiction and is authorized under Fla. Stat. §334.044 to enter into this Agreement; and
2. WHEREAS, the **AGENCY** by Resolution No. _____ dated the _____ day of _____, _____, a copy of which is attached hereto and made a part hereof, has authorized its officers to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

I. SERVICES AND PERFORMANCE

1. The **AGENCY** shall furnish certain services as described in ATTACHMENTS A and B, attached hereto and made a part hereof.
2. Locations, activities, quantities, cycles, and unit costs to be performed are listed in ATTACHMENT A.
3. Descriptions of how the activities are to be performed are included in ATTACHMENT B.
4. A Supplemental Agreement shall be executed by both parties for any additions or deletions to the work described in ATTACHMENTS A and/or ATTACHMENT B. No work may commence without an executed Supplemental Agreement involving any such changes or revisions required to be covered in a Supplemental Agreement. Performance of any such services prior to the execution of a Supplemental Agreement will result in nonpayment of those services.
5. The **DEPARTMENT** will be entitled at all times to be advised, at its request, as to the status of work being done by the **AGENCY** and of the details thereof. Coordination shall be maintained by the **AGENCY** with representatives of the **DEPARTMENT**.
6. All services shall be performed by the **AGENCY** to the satisfaction of the Director who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement. The Director's decision upon all claims, questions and disputes shall be final and binding upon all parties. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable shall be left to the absolute discretion of the Director.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

7. The work specified in this Agreement is governed by ATTACHMENT A and ATTACHMENT B.
8. Reference herein to Director shall mean the **DEPARTMENT'S** District Secretary for District One, or authorized designee.
9. Upon execution of the Agreement, the NOTICE TO PROCEED signed by the District Secretary, or designee, will be sent to the **AGENCY**. The NOTICE TO PROCEED must be issued to the **AGENCY** within sixty **(60)** days after Agreement execution.

II. TERM

1. This Agreement shall take effect on the execution date listed on page 7. The term for providing service under this Agreement shall be a period of three (3) years ("INITIAL SERVICE TERM"). Calculation for the INITIAL SERVICE TERM shall begin on the fourteenth (14^{th}) calendar day after issuance of the NOTICE TO PROCEED, or on the day the **AGENCY** begins work after receipt of the NOTICE TO PROCEED, whichever date is earlier.
2. Prior to expiration of the INITIAL SERVICE TERM, and subject to mutual agreement of the parties, this Agreement may be renewed ("RENEWAL TERM") for an additional three (3) years. Renewals shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT**. The **DEPARTMENT'S** performance and obligation to pay under any such renewal is contingent upon an annual appropriation by the Legislature. Any renewal or extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.
3. The **AGENCY** shall provide services unless terminated in accordance with Section VI below of this Agreement.

III. COMPENSATION AND PAYMENT

1. The **DEPARTMENT** shall pay the **AGENCY** for services rendered in accordance with this Agreement annually, as follows:

   Three (3) quarterly lump sum payments will be made in the amount of **Eleven Thousand Eight Hundred Eight Dollars and Thirty-Nine Cents ($11,808.39).**

   One (1) quarterly lump sum payment will be made in the amount of **Eleven Thousand Eight Hundred Eight Dollars and Thirty-Seven Cents ($11,808.37)**

   The total annual contract/expenditure amount is **Forty-Seven Thousand Two Hundred Thirty-Three Dollars and Fifty-Four Cents ($47,233.54)** unless the contract is amended.

   The total contract amount, unless amended, for all three (3) years is **One Hundred Forty-One Thousand Seven Hundred Dollars and Sixty-Two Cents ($141,700.62)**.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

2. The lump sum payment above is based on the unit price for services that are listed in ATTACHMENT A.
3. The **DEPARTMENT** shall have the right to retain out of any payment due the **AGENCY** under this Agreement an amount sufficient to satisfy any amount due and owing to the **DEPARTMENT** by the **AGENCY** on any other Agreement between the **AGENCY** and the **DEPARTMENT**.
4. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statues. Deliverable(s) must be received and accepted in writing by the Contract Manager on the **DEPARTMENT's** invoice transmittal forms prior to payment. If the **DEPARTMENT** determines that the performance of the **AGENCY** is unsatisfactory, the **DEPARTMENT** shall notify the **AGENCY** for the deficiency to be corrected, which the correction shall be made within a time frame to be specified by the **DEPARTMENT**. The **AGENCY** shall, within five days after notice from the **DEPARTMENT**, provide the **DEPARTMENT** with a corrective action plan describing how the **AGENCY** will address all issues of contract non-performance, unacceptable performance, failure toe meet the minimum performance levels, deliverable deficiencies, or non-compliance with the Agreement. If the corrective action plan is unacceptable to the **DEPARTMENT**, the **AGENCY** shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the **AGENCY** resolves the deficiency. If the deficiency is subsequently resolved, the **AGENCY** may bill the **DEPARTMENT** for the retained amount during the next billing period. If the **AGENCY** is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement term.
5. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the **DEPARTMENT'S** Project Manager prior to payments.
6. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
7. **AGENCY** providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The **DEPARTMENT** has twenty (20) days to deliver a request for payment (voucher) to the **DEPARTMENT** of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
8. If a payment is not available within forty (40) days, a separate interest penalty in accordance with Fla. Stat. §215.422(3)(b), will be due and payable, in addition to the invoice amount, to the **AGENCY**. Interest penalties of less than one (1) dollar will not be enforced unless the **AGENCY** requests payment. Invoices which have to be returned to an **AGENCY** because of **AGENCY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

9. A Vendor Ombudsman has been established within the **DEPARTMENT** of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state **AGENCY**. The Vendor Ombudsman may be contacted at (850) 413-5516.
10. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **AGENCY**'S general accounting records and the project records, together with supporting documents and records of the **AGENCY** and all subcontractors performing work on the project, and all other records of the **AGENCY** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.
11. The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
12. 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not 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 Fla. Stat. §287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

IV. INDEMNITY AND INSURANCE

1. **LIABILITY INSURANCE**. The **AGENCY** shall carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $250,000 per person and $500,000 each occurrence, and property damage insurance of at least $50,000 each occurrence, for the services to be rendered in accordance with this Agreement. In the alternative, the **AGENCY** may satisfy the requirements of this paragraph by providing to the **DEPARTMENT** written evidence of being self-insured.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

2. **WORKER'S COMPENSATION**. The **AGENCY** shall also carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law. In the alternative, the **AGENCY** may satisfy the requirements of this paragraph by providing to the **DEPARTMENT** written evidence of being self-insured.

3. To the extent permitted by law, **AGENCY** shall indemnify, defend and hold harmless **DEPARTMENT** against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of **AGENCY**, or any of its officers, agents or employees, acting within the scope of their office or employment, in connection with the obligations and rights granted to or exercised by **AGENCY** hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by **AGENCY** to indemnify **DEPARTMENT** for the negligent acts or omissions of DEPARTMENT, its officers, agents or employees, or for the acts of third parties. Nothing herein shall be construed as consent by **AGENCY** to be sued by third parties in any manner arising out of this agreement. The **AGENCY** shall also require all contractors and subcontractors who conduct operations within the Project to indemnify and hold **DEPARTMENT** harmless against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of said Contractor or Subcontractor or any of their officers, agents or employees, acting within the scope of their office or employment. The indemnities assumed by the **AGENCY** shall survive termination of this agreement.

V. COMPLIANCE WITH LAWS

1. The **AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Fla. Stat. §119, and made or received by the **AGENCY** in conjunction with this Agreement. Failure by the **AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.

2. The **AGENCY** shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

3. E-Verify. The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

VI. TERMINATION AND DEFAULT

1. This Agreement may be canceled by the **DEPARTMENT** in whole or in part at any time

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

the interest of the **DEPARTMENT** requires such termination. The **DEPARTMENT** also reserves the right to seek termination or cancellation of this Agreement in the event the **AGENCY** shall be placed in either voluntary or involuntary bankruptcy. The **DEPARTMENT** further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the **AGENCY** upon sixty (60) days written notice to the **DEPARTMENT**.

2. If the **DEPARTMENT** determines that the performance of the **AGENCY** is not satisfactory, the **DEPARTMENT** shall have the option of (a) immediately terminating the Agreement, or (b) notifying the **AGENCY** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the **DEPARTMENT**.

3. If the **DEPARTMENT** requires termination of the Agreement for reasons other than unsatisfactory performance of the **AGENCY**, the **DEPARTMENT** shall notify the **AGENCY** of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   If the Agreement is terminated before performance is completed, the **AGENCY** shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the **DEPARTMENT** and will be turned over promptly by the **AGENCY**.

VII. MISCELLANEOUS

1. The **AGENCY** and the **DEPARTMENT** agree that the **AGENCY**, its employees, and subcontractors are not agents of the **DEPARTMENT** as a result of this Agreement for purposes other than those set out in Fla. Stat. §337.274.

2. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

3. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

4. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

VIII. ATTACHMENTS

1. All ATTACHMENTS referenced in this Agreement are incorporated and made a part of this Agreement.

ATTACHMENT A – Location and Cost Breakdown
ATTACHMENT B – Description of Maintenance Activities

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

IX. EXECUTION

In witness whereof, the **CITY OF PUNTA GORDA** has caused this Agreement to be executed in its behalf, by the _____or its designee, as authorized by its Resolution, and the **FLORIDA DEPARTMENT OF TRANSPORTATION** has caused this agreement to be executed in its behalf through its District Secretary or authorized designee. The execution date of this Agreement shall be this _____ day of _____, _____. FDOT to enter effective date.

PUNTA GORDA, FLORIDA

ATTEST:

CLERK NAME	SIGNATURE
(SEAL)	TITLE
DATE	PRINT NAME DATE

LEGAL REVIEW:

DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT MAINTENANCE ENGINEER	DISTRICT ONE SECRETARY OR DESIGNEE
Jonathan M. Sands, P.E.	John Kubler, P.E.
PRINT NAME	PRINT NAME
DATE	DATE
LEGAL REVIEW:	AVAILABILITY OF FUNDS APPROVAL:
	12/18/2025

DATE

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

ATTACHMENT "A"
LOCATIONS AND PRICES FOR CITY OF PUNTA GORDA

Location: 1

Section: **01010000** **Mile Post:** **8.565 - 14.16**
State Road: **US 41**

Activity	Quantity	Units	Cycles	Unit Cost	Location Cost
Large Machine Mowing	62.9	Acres	18.5	$18.50	$21,527.53
Intermediate Machine Mowing	2.42	Acres	60	$60.00	$8,712.00
Small Machine Mowing	3.47	Acres	59	$59.00	$12,079.07
Litter Removal	62.9	Acres	10.25	$10.25	$6,608.43
Mechanical Sweeping	10.83	Miles	35	$35.00	$13,266.75
Edging	5.93	Miles	85	$85.00	$42,844.25

Location: 2

Section: **01010101** **Mile Post:** **1.362 - 2.042**
State Road: **US 41**

Activity	Quantity	Units	Cycles	Unit Cost	Location Cost
Large Machine Mowing	1.88	Acres	18.5	$18.50	$643.43
Slope Mowing	0.4	Acres	85	$85.00	$2,890.00
Small Machine Mowing	2.59	Acres	59	$59.00	$9,015.79
Litter Removal	1.88	Acres	10.25	$10.25	$197.52
Mechanical Sweeping	2.76	Miles	35	$35.00	$3,381.00
Edging	2.76	Miles	85	$85.00	$19,941.00

Location: 3

Section: **01040000** **Mile Post:** **0.000 - 0.882**
State Road: **US 17**

Activity	Quantity	Units	Cycles	Unit Cost	Location Cost
Large Machine Mowing	0.09	Acres	18.5	$18.50	$30.80
Small Machine Mowing	1.07	Acres	59	$59.00	$3,724.67
Litter Removal	1.16	Acres	10.25	$10.25	$121.87
Mechanical Sweeping	1.77	Miles	35	$35.00	$2,168.25
Edging	5.29	Miles	85	$85.00	$38,220.25

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

Location: 4

Section: **01040101** **Mile Post:** **0.708 - 1.668**
State Road: **US 17**

Activity	Quantity	Units	Cycles	Unit Cost	Location Cost
Large Machine Mowing	0.53	Acres	18.5	$18.50	$181.39
Small Machine Mowing	1.77	Acres	59	$59.00	$6,161.37
Litter Removal	2.3	Acres	10.25	$10.25	$241.64
Mechanical Sweeping	1.92	Miles	35	$35.00	$2,352.00
Edging	4.25	Miles	85	$85.00	$30,706.25

SUMMARY

Activity	Quantity	Units Cost	Cycles
Large Machine Mowing	65.4	$18.50	11
Slope Mowing	0.4	$85.00	6
Intermediate Machine Mowing	2.42	$60.00	11
Small Machine Mowing	8.9	$59.00	11
Litter Removal	68.24	$10.25	14
Mechanical Sweeping	17.28	$35.00	12
Edging	18.23	$85.00	6

Total Annual Cost	**$47,233.54**
Three Quarterly Payments	**$11,808.39**
One Quarterly Payment	**$11,808.37**

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

Attachment "B"
SPECIFICATIONS

AWARD AND EXECUTION OF CONTRACT – PUBLIC RECORDS.

(REV 10-17-16) (FA 10-24-16) (FY 2025-26)

ARTICLE 3-9 is expanded by the following:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 1
863-519-2623
D1prcustodian@dot.state.fl.us
Florida Department of Transportation
District 1 – Office of General Counsel
801 N. Broadway Avenue
Bartow, FL 33830

SECTION 102
MAINTENANCE OF TRAFFIC

102-1 Description.

Maintain traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. Construct and maintain detours. Provide facilities for access to residences, businesses, etc., along the project. Furnish, install and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for maintenance of traffic (MOT) in construction areas. Provide any other special requirements for safe and expeditious movement of traffic specified in the Plans. MOT includes all facilities, devices and operations as required for safety and convenience of the public within the work zone.

Do not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

create a hazard to any traffic during the performance of the work, and repair any damage to existing pavement open to traffic.

102-2 Materials.

Meet the following requirements:

Bituminous Adhesive.....Section 970J$
Temporary Raised Pavement Markers.....Section 990
Paint ..... Section 971
Removable Tape .....Section 990
Glass Spheres.....Section 971
Temporary Traffic Control Device Materials.....Section 990
Retroreflective and Nonreflective Sheeting
for Temporary Traffic Control Devices .....Section 994

102-2.1 Temporary Traffic Control Devices: Use only the materials meeting the requirements of Section 990, Section 994, Standard Plans and the Manual on Uniform Traffic Control Devices (MUTCD).

102-2.2 Detour: Provide all materials for the construction and maintenance of all detours.

102-2.3 Commercial Materials for Driveway Maintenance: Provide materials of the type typically used for base, including reclaimed asphalt pavement (RAP) material, and having stability and drainage properties that will provide a firm surface under wet conditions.

102-3 Specific Requirements.

102-3.1 Beginning Date of Contractor's Responsibility: Maintain traffic starting the day work begins on the project or on the first day Contract Time is charged, whichever is earlier.

102-3.2 Worksite Traffic Supervisor: Provide a Worksite Traffic Supervisor who is responsible for initiating, installing, and maintaining all temporary traffic control devices as described in this Section and the Contract Documents. Provide all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations. Use approved alternate Worksite Traffic Supervisors when necessary.

The Worksite Traffic Supervisor must meet the personnel qualifications specified in Section 105.

The Worksite Traffic Supervisor is to perform the following duties:

1. On site direction of all temporary traffic control on the project.
2. Is on site during all set up and take down, and performs a drive through inspection immediately after set up.
3. Is on site during all nighttime operations ensuring proper temporary traffic control.
4. Immediately corrects all safety deficiencies and corrects minor deficiencies that are not immediate safety hazards within 24 hours.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

5. Is available on a 24 hour per day basis and present at the site within 45 minutes after notification of an emergency situation and is prepared to respond to maintain temporary traffic control or to provide alternate traffic arrangements.

6. Conducts daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.

Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as deemed necessary. Pedestrians are to be accommodated with a safe, accessible travel path around work sites separated from mainline traffic in compliance with the Americans with Disabilities Act (ADA) Standards for Transportation Facilities. Maintain existing or detour bicycle facilities satisfactorily throughout the project limits. Existing businesses in work areas are to be provided with adequate entrances for vehicular and pedestrian traffic during business hours.

The Department may disqualify and remove from the project a Worksite Traffic Supervisor who fails to comply with the provisions of this Section. The Department may temporarily suspend all activities, except traffic, erosion control and such other activities that are necessary for project maintenance and safety, for failure to comply with these provisions.

102-3.3 Lane Closures: Approval for all lane closures, mobile operations, and traffic pacing operations is required. Submit routine requests to the Engineer fourteen calendar days in advance of planned lane closures, mobile operations, and traffic pacing operations. For unforeseen events that require cancelling or rescheduling lane closures, mobile operations, and traffic pacing operations, revise the lane closure request as soon as possible.

102-4 Alternative Traffic Control Plan.

The Contractor may propose an alternative traffic control plan (TCP) to the plan presented in the Contract Documents. The Contractor's Engineer of Record must sign and seal the alternative plan and submit to the Engineer. Prepare the TCP in conformance with and in the form outlined in the current version of the FDOT Design Manual. Indicate in the plan a TCP foreach phase of activities. Take responsibility for identifying and assessing any potential impacts to a utility that may be caused by the alternate TCP proposed by the Contractor, and notify the Department in writing of any such potential impacts to utilities.

For projects with nighttime lane closure restrictions where paving is expected to extend into the winter months, the Contractor may propose an alternative TCP allowing for daytime lane closures for friction course paving. The alternative TCP must be a lane closure analysis based on actual traffic counts and prepared in accordance with the FDOT Design Manual.

Engineer's approval of the alternate TCP does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including TCPs) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

The Department reserves the right to reject any alternative TCP. Obtain the Engineer's

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

written approval before beginning work using an alternate TCP. The Engineer's written approval is required for all modifications to the TCP. The Engineer will only allow changes to the TCP in an emergency without the proper documentation.

102-5 Traffic Control.

102-5.1 Standards: FDOT Standard Plans are the minimum standards for the use in the development of all TCPs. The MUTCD, Part VI is the minimum national standard for traffic control for highway construction, maintenance, and utility operations. Follow the basic principles and minimum standards contained in these documents for the design, application, installation, maintenance, and removal of all traffic control devices, warning devices and barriers which are necessary to protect the public and workers from hazards within the project limits.

102-5.2 Maintenance of Roadway Surfaces: Maintain all lanes that are being used for the MOT, including those on detours and temporary facilities, under all weather conditions. Keep the lanes reasonably free of dust, potholes and rutting. Provide the lanes with the drainage facilities necessary to maintain a smooth riding surface under all weather conditions.

102-5.3 Number of Traffic Lanes: Maintain one lane of traffic in each direction. Maintain two lanes of traffic in each direction at existing four (or more) lane cross roads, where necessary to avoid undue traffic congestion. Construct each lane used for MOT at least as wide as the traffic lanes existing in the area before commencement of construction. Do not allow traffic control and warning devices to encroach on lanes used for MOT.

The Engineer may allow the Contractor to restrict traffic to one-way operation for short periods of time provided that the Contractor employs adequate means of traffic control and does not unreasonably delay traffic. When a construction activity requires restricting traffic to one-way operations, locate the flaggers within view of each other when possible. When visual contact between flaggers is not possible, equip them with 2-way radios, official, or pilot vehicles, or use traffic signals.

102-5.4 Crossings and Intersections: Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any median opening, road or street crossing the project unless approved by the Engineer. Before beginning any construction, submit to the Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.

102-5.5 Access for Residences and Businesses: Provide continuous access to all residences and all places of business.

102-5.6 Protection of the Work from Injury by Traffic: Where traffic would be injurious to a base, surface course, or structure constructed as a part of the work, maintain all traffic outside the limits of such areas until the potential for injury no longer exists.

102-5.7 Flagger: Provide flaggers to control traffic when traffic in both directions must use a single lane and in other situations as required. All flaggers must meet the personnel qualifications specified in Section 105.

102-5.8 Conflicting Pavement Markings: Where the lane use or where normal vehicle or pedestrian paths are altered during construction, remove all pavement markings (paint, tape,

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

thermoplastic, raised pavement markers, etc.) that will conflict with the adjusted vehicle or pedestrian paths. Use of paint to cover conflicting pavement markings is prohibited. Remove conflicting pavement markings using a method that will not damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions.

Remove all pavement markings that will be in conflict with "next phase of operation" vehicle pedestrian paths as described above, before opening to vehicle traffic or use by pedestrians.

Cost for removing conflicting pavement markings (paint, tape, thermoplastic, raised pavement markers, etc.) to be included in Maintenance of Traffic, lump sum.

102-5.9 Vehicle and Equipment Visibility: Equip all pickups and automobiles used on the project with a minimum of one Class 2 warning light that meets the Society of Automotive Engineers Recommended Practice SAE J595, dated November 1, 2008, or SAE J845, dated December 1, 2007, and incorporated herein by reference. Existing lights that meet SAE J845, dated March, 1992, or SAE J1318, dated April, 1986, may be used to their end of service life. The warning lights must be a high intensity amber or white rotating, flashing, oscillating or strobe light. Lights must be unobstructed by ancillary vehicle equipment such as ladders, racks or booms and be visible 360 degrees around the vehicle. If the light is obstructed, additional lights will be required. The lights must be operating when the vehicle is in a work area where a potential hazard exists, when operating at less than the average speed for the facility while performing work activities, making frequent stops or called for in the Plans or Standard Plans.

Equip all other vehicles and equipment with a minimum of 4 square feet of retroreflective sheeting or warning lights.

102-5.10 No Waiver of Liability: Conduct operations in such a manner that no undue hazard results due to the requirements of this Article. The procedures and policies described herein in no way acts as a waiver of any terms of the liability of the Contractor or his surety.

102-6 Detours.

102-6.1 General: Construct and maintain detour facilities wherever it becomes necessary to divert traffic, including pedestrians and bicyclists, from any existing facility, or wherever construction operations block the flow of traffic.

102-6.2 Construction: Plan, construct, and maintain detours for the safe passage of traffic in all conditions of weather. Provide the detour with all facilities necessary to meet this requirement.

Where pedestrian facilities are detoured, blocked or closed during the work, provide safe alternate accessible routes through or around the work zone meeting the requirements of the ADA Standards for Transportation Facilities. When temporary walkway surfaces and ramps are required to be constructed, ensure surfaces are stable, firm, slip resistant, and kept free of any obstructions and hazards such as holes, debris, mud, construction equipment and stored materials.

When the Plans call for the Department to furnish detour bridge components, construct the pile bents in accordance with the Plans, unless otherwise authorized by the Engineer.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

Provide two Contractor representatives, who will be directly involved in the erection of Department-owned temporary bridging, to attend a mandatory one-day training session to be conducted at the Department's storage facility. No bridging will be released to the Contractor prior to the completion of this training.

Submit the following: company name, phone number, office address, project contact person, names of the representatives who will attend the training described above, project number, detour bridge type, bridge length, span length, location and usage time frames, to the Engineer at least 30 calendar days before the intended pick-up date, to obtain the storage facility location and list of components for the project. Upon receipt, the Engineer will, within 10 calendar days submit an approved material list to the Contractor and the appropriate Department storage yard.

Submit the name of the representative with authority to pick up components, to the Engineer at least 10 calendar days before the proposed pick-up date. The Department is not obligated to load the bridge components without this notice. Take responsibility and sign for each item loaded at the time of issuance.

Provide timber dunnage, and transport the bridge components from the designated storage facility to the job site. Unload, erect, and maintain the bridge, then dismantle the bridge and load and return the components to the designated storage facility.

Notify the Engineer in writing at least 10 calendar days before returning the components. Include in this notice the name of the Contractor's representative authorized to sign for return of the bridge components. The yard supervisor is not obligated to unload the bridge components without this notice.

The Department will provide equipment and an operator at the Department's storage facility to assist in loading and unloading the bridge components. Furnish all other labor and equipment required for loading and unloading the components.

The Department's representative will record all bridge components issued or returned on the Detour Bridge Issue and Credit Ticket. The tickets must be signed by a Department and a Contractor representative, after loading or unloading each truck to document the quantity and type of bridging issued or returned.

Bind together all bridge components to be returned in accordance with the instructions given by the storage facility. The yard supervisor will repack components that are not packed in compliance with these instructions. Upon request, written packing instructions will be made available to the Contractor, before dismantling of the bridge for return to the Department's storage facility.

Assume responsibility for any shortage or damage to the bridge components. Monies due the Contractor will be reduced at the rate of $35.00 per hour plus materials for repacking, repairs or replacement of bridge components.

The skid resistance of open steel grid decking on the detour bridge may decrease gradually after opening the bridge to traffic. The Department will furnish a pneumatic floor scabbler machine for roughening the roadway surface of the detour bridge decking. Provide an air compressor at the job site with 200 cubic feet per minute capacity, 90 psi air pressure for the power supply of the machine, and an operator. Transport the scabbler machine to and from the Department's structures shop. Repair any damage to the scabbler machine caused by operations

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

at no expense to the Department. Perform scabbling when determined necessary by the Engineer. The Department will pay for the cost of scabbling as Unforeseeable Work in accordance with 4-4.

Return the bridge components to the designated storage facility beginning no later than 10 calendar days after the date the detour bridge is no longer needed, the date the new bridge is placed in service, or the date Contract Time expires, whichever is earliest. Return the detour bridging at an average of not less than 200 feet per week. Upon failure to return the bridge components to the Department within the time specified, compensate the Department for the bridge components not returned at the rate of $5.00 per 10 feet, per day, per bridge, for single lane; and $10.00 per 10 feet, per day, per bridge, for dual lane until the bridge components are returned to the Department.

102-6.3 Construction Methods: Select and use construction methods and materials that provide a stable and safe detour facility. Construct the detour facility to have sufficient durability to remain in good condition, supplemented by maintenance, for the entire period that the detour is required.

102-6.4 Removal of Detours: Remove detours when they are no longer needed and before the Contract is completed. Take ownership of all materials from the detour and dispose of them, except for the materials on loan from the Department with the stipulation that they are returned.

102-6.5 Detours Over Existing Roads and Streets: When the Department specifies that traffic be detoured over roads or streets outside the project area, do not maintain such roads or streets. However, maintain all signs and other devices placed for the purpose of the detour.

102-6.6 Operation of Existing Movable Bridges: The Department will maintain and operate existing moveable bridges that are to be removed by the Contractor until such time as they are closed to traffic. During this period, make immediate repairs of any damage to such structures caused by use or operations related to the work at no expense to the Department, but do not provide routine repairs or maintenance. In the event that use or operations result in damage to a bridge requiring repairs, give such repairs top priority to any equipment, material, or labor available.

102-6.7 Special Detour: A special detour is defined as a diversion or lane shift for vehicular traffic that requires temporary pavement.

102-6.8 Pedestrian Special Detour: A pedestrian special detour is defined as a temporary pedestrian way that requires temporary pavement or other stable, firm, slip-resistant surface.

102-7 Traffic Control Officer.

Provide uniformed law enforcement officers, including marked law enforcement vehicles, to assist in controlling and directing traffic in the work zone when the following types of work is necessary on projects:

1. When directing traffic/overriding the signal in a signalized intersection.
2. When Standard Plans, Index 102-619 is used on freeway facilities (interstates, toll roads, and expressways) at nighttime for work within the travel lane.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

3. When Standard Plans, Index 102-655 Traffic Pacing is called for in the Plans or approved by the Engineer.

4. When pulling conductor/cable above an open traffic lane on limited access facilities, when called for in the Plans or approved by the Engineer.

5. When Standard Plans, Index 102-625 Temporary Road Closure 5 Minutes or Less is used.

6. When performing lane closures during nighttime operations on roadways with posted speed limits 55 mph or greater.

At the Contractor's option, traffic control officers may be used for operations other than those listed above.

Cost for traffic control officers will be paid for as described in 102-11.2.

The Department will not consider any claim arising from the failure of a traffic control officer to be present or available on the project. A noncompensable time extension may be granted when a state or local emergency requires all area law enforcement officers to be on-duty and not available for hire.

102-8 Driveway Maintenance.

102-8.1 General: Ensure that each residence and business has safe, stable, and reasonable access.

102-8.2 Construction Methods: Place, level, manipulate, compact, and maintain the material, to the extent appropriate for the intended use.

As permanent driveway construction is accomplished at a particular location, the Contractor may salvage and reuse previously placed materials that are suitable for reuse on other driveways.

102-9 Temporary Traffic Control Devices.

102-9.1 General: Use only devices that are listed on the APL. Immediately remove or cover, using any method of covering approved by the Engineer, any existing or temporary devices that do not apply to current conditions.

The use of NCHRP Report 350 Recommended Procedures for the Safety Performance Evaluation of Highway Features devices purchased prior to January 1, 2020 is permitted on projects let prior to January 1, 2030. All devices manufactured or purchased on or after January 1, 2020 must be MASH compliant in accordance with Section 990.

The APL number is to be permanently marked on the device at a readily visible location. Sheeting used on devices and pavement markings are exempt from this requirement.

Notify the Engineer in writing of any scheduled operation that will affect traffic patterns or safety sufficiently in advance of commencing such operation to permit review of the plan for the proposed installation of temporary traffic control devices.

Assign an employee the responsibility of maintaining the position and condition of all temporary traffic control devices throughout the duration of the Contract. Keep the Engineer advised at all times of the identification and means of contacting this employee on a 24 hour basis.

Maintain temporary traffic control devices in the correct position, properly

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

oriented, clearly visible and clean, at all times. All applicable temporary traffic control devices must meet the classification category of Acceptable as defined in the American Traffic Safety Services Association (ATSSA) Quality Guidelines for Temporary Traffic Control Devices and Features. Temporary concrete barriers must meet the classification category of Acceptable defined in the Department's Temporary Concrete Barrier Evaluation Guide, which may be viewed at the following URL:https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/docs/default-source/content-docs/programmanagement/implemented/urlinspecs/files/temporaryconcretebarrierguide.pdf.pdf?sfvrsn=343b4c97_10.
Pedestrian longitudinal channelizing devices (LCDs) must meet the classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide, which may be viewed at the following URL: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/lcdevaluationguide.pdf?sfvrsn=166e0f16_2. Immediately repair, replace or clean damaged, defaced or dirty devices. Traffic control devices must not be cleaned while installed/used. Use of warning lights on any temporary traffic control device is prohibited, with the exception of the trailer mounted portable regulatory signs.

Employ an approved independent Channelizing Device Supplier (CDS) to provide and maintain the condition of the following non-fixed channelizing devices: drums, cones, vertical panels, barricades, tubular markers, and longitudinal channelizing devices. Cones may be provided and maintained by the Contractor.

The CDS shall not be affiliated with the Contractor and shall be approved by the Engineer in accordance with 102-9.1.1. The CDS shall submit a monthly certification on letterhead that the channelizing devices mentioned above installed/used within the work zone meet classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide and the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features. The CDS shall submit the monthly certification on letterhead for channelizing devices installed/used within the work zone. The CDS certification shall include the following statement, "I certify that I have provided and maintained the following devices <list devices covered under the certification> in accordance with Pedestrian LCD Evaluation Guide and the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features." If the Contractor chooses to provide and maintain cones, the Contractor must submit a monthly Contractor certification on letterhead that all cones installed/used within the work zone meet acceptable standards as outlined in the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features. The Contractor certification shall include the following statement, "I certify that I have provided and maintained cones in accordance with the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features."

102-9.1.1 Approved Independent Channelizing Device Supplier (CDS) Requirements: Submit the following documents to the Engineer for independent CDS approval at the preconstruction conference. A CDS may elect to provide a one-time submittal of this information to the State Construction Office for review and pre-approval. Department approved CDSs are listed on the State Construction Office website. Inform the Engineer at the preconstruction conference of this approval.

1. A letter on company letterhead signed and dated by the owner of the

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

company or company officer with the following information and statements:

a. The company's owners, stockholders, and officers.

b. A statement declaring that the company will not perform as a CDS on any project where there is common ownership, directly or indirectly, between the company and the Contractor.

c. A statement declaring that the company will furnish and maintain the condition of all channelizing devices with the exception of cones as required in 1029.1 with its own forces.

d. A statement declaring at least five years of experience in providing channelizing device supplier services, with its own inventory of channelizing devices.

e. On a separate sheet, list a sample project history of the company's experience as a channelizing device supplier for the five years declared in item 1(d) above including the following information:

1. Project name and number and a brief description of CDS work performed,

3. Beginning and ending date of CDS project activities,

4. Location of project (city, state),

5. Monetary amount of CDS work on project,

6. Owner of project, contact person and phone number with area code,

7. Name of Contractor (client) that the work was performed for and phone number with area code.

2. A maintenance plan for approval by the Department that outlines the frequency and methods for maintaining the condition of all channelizing devices, except cones owned and maintained by the Contractor, installed/used in the work zone.

102-9.2 Work Zone Signs: Furnish, install, maintain, remove and relocate signs in accordance with the Plans and Standard Plans, Index 102-600.

102-9.2.1 Post Mounted Signs: Meet the requirements of 990-8.

102-9.2.2 Portable Signs: Use only approved systems, which includes sign stands and attachment hardware (nuts, bolts, clamps, brackets, braces, etc.), meeting the vendor requirements specified on the APL drawings.

102-9.2.3 Barrier Mounted Signs: If post mounting criteria cannot be achieved in accordance with Standard Plans, Index 102-600 and a barrier or traffic railing exists, use temporary sign criteria provided in Standard Plans, Index 700-013.

102-9.3 Business Signs: Provide and place signs in accordance with the Plans and Standard Plans, Index 102 series. Furnish signs having retroreflective sheeting meeting the requirements of Section 990.

102-9.4 Project Information Signs: Provide and place signs in accordance with the Plans and Standard Plans, Index 102 series. Furnish signs having retroreflective sheeting meeting the requirements of Section 990.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

102-9.5 Channelizing Devices: Furnish, install, maintain, remove and relocate channelizing devices in accordance with the Plans and Standard Plans.

102-9.5.1 Retroreflective Collars for Traffic Cones: Use collars for traffic cones listed on the APL that meet the requirements of Section 990. Use cone collars at night designed to properly fit the taper of the cone when installed. Place the upper 6 inch collar a uniform 3-1/2 inches distance from the top of the cone and the lower 4 inch collar a uniform 2 inches distance below the bottom of the upper 6 inch collar.

Collars must be capable of being removed for temporary use or attached permanently to the cone in accordance with the manufacturer's recommendations. Provide a white sheeting having a smooth outer surface and that has the property of a retroreflector over its entire surface.

102-9.5.2 Longitudinal Channelizing Devices (LCDs): Use LCDs listed on the APL and meeting the requirements of Section 990 and the Standard Plans. LCDs must be interlocked except for the stand-alone unit placed perpendicular to a sidewalk. For LCDs requiring internal ballasting, an indicator that clearly identifies the proper ballast level will be required. For LCDs requiring external ballasting, the ballasting methods must be detailed in the APL drawings including ballasting type and minimum weight.

Ensure that joints on the pedestrian LCDs are free of sharp edges and have a maximum offset of 1/2 inch in any plane.

Use alternating orange and white solid color vehicular LCDs. Vehicular LCDs may be substituted for drums, vertical panels, or barricades.

102-9.6 Temporary Barrier: Furnish, install, maintain, remove and relocate temporary barrier in accordance with the Plans and Standard Plans. Obtain and use precast temporary concrete barrier from a manufacturing plant that is on the Department's Production Facility Listing. Temporary concrete barrier must meet the material and construction requirements of Section 521 unless noted otherwise in the Standard Plans. Proprietary temporary concrete, steel, or water filled barrier used must be listed on the APL.

The maximum allowable height increase between consecutive temporary barrier units in the direction of traffic is 1 inch.

Temporary barrier must comply with Standard Plans, Index 102-100 or 102-120. Install temporary barriers as either anchored or freestanding as shown in the Plans or the Standard Plans. An anchored unit is defined as having at least one stake or bolt into the underlying pavement or bridge deck. All other units, including those with keeper pins, are considered freestanding.

Remove temporary asphalt pads and repair all attachment scars to permanent structures and pavements after barrier removal. Make necessary repairs due to defective material, work, or Contractor operations at no cost to the Department. Restore barrier damaged by the traveling public within 24 hours after notification as authorized by the Engineer.

Trailer mounted barriers listed on the APL may be used at the option of the Contractor. Trailer mounted barriers listed on the APL must have an FHWA eligibility letter and be successfully crash tested in accordance with MASH TL-3 criteria. All trailer mounted barriers must be equipped with an APL listed truck mounted attenuator, an APL listed vehicle mounted arrow board and vehicle warning lights in accordance with this Section.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

102-9.6.2.1 Temporary Barrier Meeting the Requirements of Standard Plans, Index 102-120 and 102-110: Ensure the marking requirements of the respective Index are met.

102-9.6.2.2: Proprietary Precast Temporary Concrete Barrier Fabricated prior to 2005: Submit a certification stating that all unmarked barrier units meet the requirements of the Specifications and the Standard Plans. Certifications will be project specific and non-transferable.

102-9.6.2.3 Proprietary Precast Temporary Concrete Barrier Fabricated in 2005 or later: Ensure each barrier unit has permanent clear markings, showing the manufacture date, serial number, manufacturer's name or symbol, and the APL number. Label the markings on a plate, plaque, or cast in the unit. Proprietary barrier fabricated prior to 2016 and marked with the "INDX 521" in lieu of the APL number will be permitted.

102-9.6.2.4 Temporary Concrete Barrier Repair: Before beginning the repair, remove all laitance, loose material, and any other deleterious matter to sound concrete or a minimum depth of one inch. Additionally, when reinforcing bars, inserts or weldments are exposed, remove the concrete to provide a minimum one inch clearance all around. Fill the repair area with an approved high performance concrete repair material in accordance with 930-5 and the manufacturer's recommendations. Restore surfaces and edges to the original dimensions and shape of the barrier.

Repairs are not allowed on barrier units that have one or more of the following deficiencies: structural cracking or cracks that exist through the entire cross-section; unit-to-unit connection assemblies or anchor slots are broken or no longer in a fixed position.

Do not paint repaired barriers.

102-9.7 Barrier Delineators: Install barrier delineators on top of temporary barrier and vehicular LCDs meeting the requirements of Section 705.

102-9.8 Temporary Glare Screen: Use temporary glare screens listed on the APL that meet the requirements of Section 990. Furnish, install, maintain, remove and relocate glare screen systems in conjunction with temporary barrier at locations identified in the Plans.

The anchorage of the glare screen to the barrier must be capable of safely resisting an equivalent tensile load of 600 pounds per foot of glare screen, with a requirement to use a minimum of three fasteners per barrier section.

When glare screen is utilized on temporary barrier, barrier delineators will not be required.

102-9.9 Temporary Crash Cushion (Redirective or Gating): Furnish, install, maintain and subsequently remove temporary crash cushions in accordance with the details and notes shown in the Plans, Standard Plans, and requirements of the pre-approved alternatives listed on the APL.

Temporary crash cushions can be either new or used functionally sound refurbished devices. Performance of intended function is the only condition for acceptance. All metallic components must be galvanized in accordance with Section 967.

Anchor abutting temporary barrier in accordance the Standard Plans or APL drawings, as required. Bidirectional installations must have a transition panel installed between the crash cushion and the abutting barrier. Delineate the crash cushion in accordance with

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

Section 544. Maintain the crash cushions until their authorized removal. Do not place any materials or equipment within the length of the crash cushion.

Remove temporary asphalt or concrete pads and repair all attachment scars to permanent structures and pavements after crash cushion removal. Make necessary repairs due to defective material, work, or Contractor operations at no cost to the Department. Restore crash cushions damaged by the traveling public within 24 hours after notification as authorized by the Engineer.

102-9.10 Temporary Guardrail: Furnish temporary guardrail in accordance with the Plans and Standard Plans. Meet the requirements of Section 536.

102-9.11 Arrow Board: Furnish arrow boards that meet the requirements of Section 990 as required by the Plans and Standard Plans to advise approaching traffic of lane closures or shoulder work. Ensure that the arrow board display panel is raised to a fully upright position and is fully visible to motorists. Type B arrow boards may be used on low to intermediate speed (0 mph to 50 mph) facilities or for maintenance or moving operations on any speed facility. Type C arrow boards must be used for all other operations on high-speed (50 mph and greater) facilities and may be substituted for Type B arrow boards on any speed facility.

102-9.12 Portable Changeable Message Sign (PCMS): Furnish PCMSs or truck mounted changeable message signs that meet the requirements of Section 990 as required by the Plans and Standard Plans to supplement other temporary traffic control devices used in work zones. Ensure that the PCMS display panel is raised to a fully upright position and is fully visible to motorists.

Messages must have no more than two phases. The display time for each phase must be at least two seconds but no more than three seconds. The sum of the display time must be a maximum of six seconds.

102-9.13 Portable Regulatory Signs (PRS): Furnish PRSs that meet the requirements of Section 990 as required by the Plans and Standard Plans. Ensure that the PRS sign panel is raised to a fully upright position and is fully visible to motorists.

Activate portable regulatory signs only during active work activities and deactivate when no work is being performed.

102-9.14 Radar Speed Display Unit (RSDU): Furnish RSDUs that meet the requirements of Section 990 as required by the Plans and Standard Plans to inform motorists of the posted speed and their actual speed. Ensure that the RSDU display panel is mounted in accordance with the manufacturer's recommendations.

Activate the radar speed display unit only during active work activities and deactivate when no work is being performed.

102-9.15 Temporary Signalization and Maintenance: Provide temporary signalization and maintenance at existing, temporary, and new intersections including but not limited to the following:

1. Installation of temporary poles and span wire assemblies as shown in the Plans,
2. Temporary portable traffic signals as shown in the Plans,
3. Adding or shifting signal heads,
4. Trouble calls,

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

5. Maintaining intersection and coordination timing and preemption devices. Coordination timing will require maintaining functionality of system communications.

Restore any loss of operation within 12 hours after notification. Provide alternate temporary traffic control until the signalization is restored.

Provide traffic signal equipment that meets the requirements of the Standard Plans and 603-2. The Engineer may approve used signal equipment if it is in acceptable condition. Replacement components for traffic signal cabinet assemblies will be provided by the maintaining agency. For temporary signals used for lane closure operations on two-lane, two-way roadways meet the requirements in 102-9.21.

102-9.16 Temporary Traffic Detection and Maintenance: Provide temporary traffic detection and maintenance at existing, temporary, and new signalized intersections. Provide temporary traffic detection equipment listed on the APL. Restore any loss of detection within 12 hours. Ensure 90% accuracy per signal phase, measured at the initial installation and after any lane shifts, by comparing sample data collected from the detection system with ground truth data collected by human observation. Collect the sample and ground truth data for a minimum of five minutes during a peak and five minutes during an off-peak period with a minimum three detections for each signal phase. Perform the test in the presence of the Engineer.

102-9.17 Truck Mounted Attenuators and Trailer Mounted Attenuators: Furnish, operate and maintain APL listed truck mounted and trailer mounted attenuators in accordance with the manufacturer's recommendations.

For posted speeds of 50 mph or greater, use either truck mounted attenuators or trailer mounted attenuators that meet TL-3 criteria. For posted speeds of 45 mph or less, use either truck mounted attenuators or trailer mounted attenuators that meet TL-2 or TL-3 criteria.

Attenuators will not be paid for separately. Include the cost of the truck with either a truck mounted attenuator or a trailer mounted attenuator in Maintenance of Traffic, lump sum. Payment includes all costs, including furnishing, operating maintaining and removal when no longer required, and all materials, labor, tools, equipment and incidentals required for attenuator maintenance.

102-9.18 Temporary Raised Rumble Strip Set: Furnish, install, maintain, remove, and reinstall temporary raised rumble strips per the manufacturer's recommendations and in accordance with Standard Plans, Index 102-603.

The temporary raised rumble strip may be either a removable polymer striping tape or a molded engineered polymer material.

102-9.19 Automated Flagger Assistance Devices (AFAD): Furnish, install, maintain, remove, and relocate AFADs in accordance with the Plans, Standard Plans, Index 102-603, and APL vendor drawings.

Position AFADs where they are clearly visible to oncoming traffic. AFADs may be placed on the centerline if they have been successfully crash tested in accordance with MASH TL-3 criteria. A gate arm is required in accordance with Section 990 if a single AFAD is used on the shoulder to control one direction of traffic.

The devices may be operated either by a single flagger at one end of the traffic control zone, from a central location, or by a separate flagger near each device location. Use only flaggers trained in accordance with Section 105 and in the operation of the AFAD. When in use,

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

each AFAD must be in view of, and attended at all times by, the flagger operating the device.

Provide two flaggers on-site and use one of the following methods in the deployment of AFADs:

1. Place an AFAD at each end of the temporary traffic control zone, or
2. Place an AFAD at one end of the temporary traffic control zone and a flagger at the opposite end.

A single flagger may simultaneously operate two AFADs as described in (1) or a single AFAD as described in (2) if all of the following conditions are met:

1. The flagger has an unobstructed view of the AFAD(s),
2. The flagger has an unobstructed view of approaching traffic in both directions,
3. For two AFADs, the AFADs are less than 800 feet apart. For one AFAD, the AFAD and the flagger are less than 800 feet apart.
4. Two flaggers are available on-site to provide normal flagging operations should an AFAD malfunction.

AFADs may be either a remotely controlled Stop/Slow AFAD mounted on either a trailer or a movable cart system, or a remotely controlled Red/Yellow Lens AFAD.

Illuminate the flagging station when the AFAD is used at night. When the AFAD is not in use, remove or cover signs and move the AFAD device outside the clear zone or shield it with a barrier.

AFADs will not be paid for separately. AFADs may be used as a supplement or an alternate to flaggers in accordance with the Plans, Standard Plans, Index 102-603, and the APL vendor drawings. Include the cost for AFADs in Maintenance of Traffic, Lump Sum.

102-9.20 Temporary Lane Separator: Furnish, install, maintain, remove and relocate temporary lane separator in accordance with the Plans and Standard Plans, Index 102-600. Anchor the portable temporary lane separator with a removable anchor bolt. Use epoxy on bridge decks where anchoring is not allowed. Remove the epoxy from the bridge deck by hydroblasting or other method approved by the Engineer.

102-9.21 Temporary Signals for Lane Closures on Two-Lane, Two-Way Roadways: Furnish, install, maintain, remove, and relocate temporary signals for lane closure operations on two-lane, two-way roadways at the locations shown in the Plans. Temporary signals may be used, at the Contractor's option, as an alternate to flaggers for lane closure operations on two-lane, two-way roadways in accordance with Standard Plans, Index 102-606. Temporary signals can either be portable signals or span wire signals and must be listed on the APL.

102-10 Work Zone Pavement Marking.

102-10.1 Description: Furnish and install work zone pavement markings for MOT in construction areas and in close conformity with the lines and details shown in the Plans and Standard Plans.

Centerlines, lane lines, edge lines, stop bars, standard crosswalks, and turn arrows will be required in work zones prior to opening the road to traffic.

102.10.2 Painted Pavement Markings:

102-10.2.1 General: Use painted pavement markings meeting the requirements of

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

Section 710. Use standard paint unless otherwise identified in the Plans or approved by the Engineer.

102-10.3 Removable Tape:

102-10.3.1 General: Use removable tape listed on the APL as shown in the Plans and meeting the requirements of 990-4.

102-10.3.2 Application: Apply removable tape with a mechanical applicator to provide pavement lines that are neat, accurate and uniform. Equip the mechanical applicator with a film cut-off device and with measuring devices that automatically and accumulatively measure the length of each line placed within an accuracy tolerance of plus or minus 2%. Ensure removable tape adheres to the road surface. Removable tape may be placed by hand on short sections, 500 feet or less, if it is done in a neat accurate manner.

102-10.3.3 Retroreflectivity: Apply white and yellow pavement markings that will attain an initial retroreflectivity of not less than 300 mcd/lx·m^2 for white and contrast markings and not less than 250 mcd/lx·m^2 for yellow markings. Black portions of contrast tapes and black masking tapes must be non-reflective and have a reflectance of less than 5 mcd/lx m^2. At the end of the six month service life, the retroreflectance of white and yellow removable tape shall not be less than 150 mcd/lx·m^2.

102-10.3.4 Removability: Provide removable tape capable of being removed from bituminous concrete and portland cement concrete pavement intact or in substantially large strips, either manually or by a mechanical roll-up device, at temperatures above 40ºF, without the use of heat, solvents, grinding or blasting.

102-10.4 Temporary Raised Pavement Markers (RPMs): Use Class B RPMs except for work that consists of ground-in rumble strips at centerline locations. For ground-in rumble strips at centerline locations, use temporary RPMs in accordance with Section 710. Provide only temporary RPMs listed on the APL. Install all markers in accordance with the manufacturer's recommendations, the Standard Plans, and Section 706. After initial installation, replace broken or missing temporary RPMs in locations where more than three consecutive temporary RPMs are broken or missing at no expense to the Department.

102-11 Method of Measurement.

102-11.1 General: Devices installed/used on the project on any calendar day or portion thereof, within the Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price for the applicable pay item. Include the cost of any work that is necessary to meet the requirements of the Contract Documents for MOT under Maintenance of Traffic, lump sum when separate payment is not provided.

102-11.2 Traffic Control Officers: The quantity to be paid for traffic control officers as specified in 102-7(1) through (5) will be at the Contract unit price per hour (4 hour minimum) for the actual number of officers certified to be on the project site, including any law enforcement vehicles and all other direct and indirect costs. Payment will be made only for those traffic control officers specified in the Plans and authorized by the Engineer.

Cost for traffic control officers as specified in 102-7(6) or used at the Contractor's option will be paid for under Maintenance of Traffic, lump sum.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

102-11.3 Special Detours: When a special detour is shown in the Plans, the work of constructing, maintaining, and subsequently removing such detour facilities will be paid for under Special Detour, lump sum. However, traffic control devices, warning devices, barriers, signing, pavement markings, and restoration to final configuration will be paid for under their respective pay items.

When the Plans show more than one special detour, each special detour will be paid for separately, at the Contract lump sum price for each.

102-11.4 Commercial Material for Driveway Maintenance: The quantity to be paid for will be the certified volume, in cubic yards, of all materials authorized by the Engineer, acceptably placed and maintained for driveway maintenance. The volume, which is authorized to be reused, and which is acceptably salvaged, placed, and maintained in other designated driveways will be included again for payment.

102-11.5 Work Zone Signs: The number of temporary post-mounted signs (temporary regulatory, warning and guide) certified as installed/used on the project will be paid for at the Contract unit price for work zone signs. When multiple signs are located on single or multiple posts, each sign panel will be paid individually. Signs greater than 20 square feet and detailed in the Plans will be paid for under Maintenance of Traffic, lump sum.

Temporary portable signs (excluding mesh signs) and vehicular mounted signs will be included for payment under work zone signs, only if used in accordance with the Standard Plans.

The number of temporary barrier mounted signs (temporary regulatory, warning and guide) certified as installed/used on the project will be paid for at the Contract unit price for barrier mounted work zone signs.

Work zone signs may be installed fourteen days prior to the start of Contract Time with the approval of the Engineer and at no additional cost to the Department.

102-11.6. Business Signs: The number of business signs certified as installed/used on the project will be paid for at the Contract unit price for business signs.

102-11.7 Project Information Signs: No separate payment will be made for project information signs. Payment will be included under Maintenance of Traffic, lump sum.

102-11.8 Channelizing Devices: The number of drums, vertical panels, and Type I, Type II, Type III, or direction indicator barricades, certified as installed/used on the project meeting the requirements of Standard Plans, Index 102-600 and have been properly maintained will be paid for at the Contract unit prices for channelizing device.

Payment for drums, vertical panels, and Type I, Type II, Type III, and direction indicator barricades will be paid per each per day.

Payment for vehicular LCDs will be paid as the length in feet installed divided by the device spacing for barricades, vertical panels, and drums and certified as installed/used on the project meeting the requirements of Standard Plans, Index 102-600 and have been properly maintained will be paid for at the Contract unit price for channelizing device.

Payment for pedestrian LCDs will be paid as the plan quantity length in feet, in place and accepted. For sidewalk closures, the plan quantity length will be based on the width of the sidewalk. The quantity of pedestrian LCDs will be paid for regardless of whether materials are new, used, or relocated from a previous installation on the project. Placement of pedestrian

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

LCDs at locations not shown in the Plans, or not authorized by the Engineer, will be at the Contractor's expense. Payment for pedestrian LCD mounted signs will be made under Work Zone Signs, per each per day.

Payment will not be made for channelizing devices unsatisfactorily maintained, as determined by the Engineer. Payment will be made for each channelizing device that is used to delineate trailer mounted devices. Payment will be made for channelizing devices delineating portable changeable message signs during the period beginning 14 working days before Contract Time begins as authorized by the Engineer.

102-11.9 Temporary Barrier: The quantity to be paid for will be the length, in feet, of freestanding units or anchored units certified as installed/used on the project. The quantity to be paid for relocating barrier will be based on the relocated installation type. No separate payment will be made for the asphalt pad. For freestanding units transitioned to a crash cushion, the cost of anchoring the transition units will be included in the cost of the temporary crash cushion in accordance with 102-11.12.

102-11.10 Barrier Delineators: No separate payment will be made for barrier delineators installed on top of temporary barrier and vehicular LCDs. Include the cost for barrier delineators in the cost of the barrier or vehicular LCD.

102-11.11 Temporary Glare Screen: The certified quantity to be paid for will be determined by the number of sections times the nominal length of each section.

102-11.12 Temporary Crash Cushions: No separate payment will be made for the concrete or asphalt pad.

102-11.12.1 Redirective: The quantity to be paid for will be the number of temporary crash cushions (redirective) certified as installed/used and maintained on the project, including anchoring of temporary barrier necessary for transition to the crash cushion and delineation.

102-11.12.2 Gating: The quantity to be paid for will be the number of temporary crash cushions (gating) certified as installed/used and maintained on the project, including anchoring of temporary barrier necessary for transition to the crash cushion and delineation.

102-11.13 Temporary Guardrail: The quantity to be paid for will be the length, in feet, of temporary guardrail constructed and certified as installed/used on the project. The length of a run of guardrail will be determined as a multiple of the nominal panel lengths.

102-11.14 Arrow Board: The quantity to be paid at the contract unit price will be for the number of arrow boards certified as installed/used on the project on any calendar day or portion thereof within the Contract Time.

102-11.15 Portable Changeable Message Sign: The quantity to be paid at the Contract unit price will be for the number of PCMSs or truck mounted changeable message signs certified as installed/used on the project on any calendar day or portion thereof within the Contract Time. Payment will be made for each portable changeable message sign that is used during the period beginning fourteen working days before Contract Time begins as authorized by the Engineer.

102-11.16 Portable Regulatory Signs: The quantity to be paid for will be the number of portable regulatory signs certified as installed/used on the project on any calendar day or portion thereof within the Contract Time, will be paid for the Contract unit price for portable regulatory

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

sign.

102-11.17 Radar Speed Display Unit: The quantity to be paid for will be the number of radar speed display units certified as installed/used on the project on any calendar day or portion thereof within the Contract Time, will be paid for the Contract unit price for radar speed display unit.

102-11.18 Temporary Signalization and Maintenance: For existing intersections, the certified quantity to be paid for will be the number of signalized intersections per day for the full duration of the Contract. For temporary intersections, the certified quantity to be paid for will be the number of signalized intersections per day for the duration of the temporary intersection. No separate payment will be made for temporary signalization and maintenance at new intersections.

102-11.19 Temporary Traffic Detection and Maintenance: For existing intersections, the certified quantity to be paid for will be the number of signalized intersections per day beginning the day Contract Time begins and ending the day the permanent detection is operational and the final lane configuration is in place. For temporary and new intersections, the certified quantity to be paid for will be the number of signalized intersections per day beginning the day the temporary detection is functional and ending the day: the permanent detection is operational and the final lane configuration is in place for a new intersection; or, when the detection is removed for a temporary intersection.

102-11.20 Work Zone Pavement Markings: Painted pavement markings will be paid as specified in 710-10. The quantity of removable tape to be paid for solid, 10’-30’ skip, 3’-9’ dotted, 6’-10’ dotted, and 2’-4’ dotted lines will be the length, in gross miles, authorized and acceptably applied under this Section and certified as installed/used on the project. The quantity of removable tape to be paid for transverse lines will be the length, in linear feet, authorized and acceptably applied under this Section and certified as installed/used on the project. The quantity of removable tape to be paid for pavement messages, symbols, and arrows will be per each, authorized and acceptably applied under this Section and certified as installed/used on the project. The quantity of temporary RPMs to be paid will be the number of RPMs authorized and acceptably applied.

102-11.21 Temporary Raised Rumble Strips: The quantity to be paid for will be the number of calendar days, or portions thereof, that temporary raised rumble strips are certified as installed/used on the project within the Contract Time. The number of strips used must meet the requirements of Standard Plans, Index 102-603. No adjustment will be made to the per day measurement for the number of strips or sets used, or for the number of times the sets are relocated.

102-11.22 Temporary Lane Separator: The quantity to be paid for will be the field measure, in feet, of temporary lane separator certified as installed/used on the project, including drainage gaps, completed and accepted.

102-11.23 Temporary Signals for Lane Closures on Two-Lane, Two-Way Roadways: The quantity to be paid for will be the number of temporary signals per day installed/used at the locations shown in the Plans. Temporary signals installed/used at the Contractor’s option as an alternative to flaggers will be included in Maintenance of Traffic, lump sum.

102-11.24 Temporary Highway Lighting: When temporary highway lighting is required

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

by the Plans, the work of constructing, maintaining, and removing the temporary highway lighting, including all materials and any necessary design work, will be paid for under temporary highway lighting, lump sum.

102-11.25 Pedestrian Special Detours: When a pedestrian special detour is shown in the Plans, the work of constructing, maintaining, and subsequently removing such detour facilities will be paid for under pedestrian special detour, lump sum. However, traffic control devices, warning devices, barriers, signing, pavement markings, and restoration to final configuration will be paid for under their respective pay items.

102-12 Submittals.

102-12.1 Submittal Instructions: Prepare a certification of quantities, using the Department's current approved form, for certified MOT payment items for each project in the Contract. Submit the certification of quantities to the Engineer. The Department will not pay for any disputed items until the Engineer approves the certification of quantities.

102-12.2 Contractor's Certification of Quantities: Request payment by submitting a certification of quantities no later than Twelve O'clock noon Monday after the estimate cut-off date or as directed by the Engineer, based on the amount of work done or completed. Ensure the certification consists of the following:

1. Contract Number, FPID Number, Certification Number, Certification Date and the period that the certification represents.
2. The basis for arriving at the amount of the progress certification, less payments previously made and less an amount previously retained or withheld. The basis will include a detail breakdown provided on the certification of items of payment in accordance with 102-13. After the initial setup of the MOT items and counts, the interval for recording the counts will be made weekly on the certification sheet unless there is a change. This change will be documented on the day of occurrence. Some items may necessitate a daily interval of recording the counts.

102-13 Basis of Payment.

102-13.1 Maintenance of Traffic (General Work): When an item of work is included in the proposal, price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

102-13.2 Traffic Control Officers: Price and payment will be full compensation for the services of the traffic control officers.

102-13.3 Special Detours: Price and payment will be full compensation for providing all detour facilities shown in the Plans and all costs incurred in carrying out all requirements of this Section for general MOT within the limits of the detour, as shown in the Plans.

102-13.4 Commercial Materials for Driveway Maintenance: Price and payment will be full compensation for all work and materials specified for this item, including specifically all required shaping and maintaining of driveways.

102-13.5 Work Zone Signs: Price and payment will be full compensation for all work and materials for furnishing signs, supports and necessary hardware, installation, relocating, maintaining and removing signs.

102-13.6. Business Signs: Price and payment will be full compensation for all materials

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

and labor required for furnishing, installing, relocating, maintaining, and removing the signs as well as the cost of installing any logos provided by business owners.

102-13.7 Project Information Signs: Price and payment will be full compensation for all materials and labor for furnishing, installing, relocating, maintaining and removing signs.

102-13.8 Channelizing Devices: Prices and payment will be full compensation for furnishing, installing, relocating, maintaining and removing the channelizing devices.

102-13.9 Temporary Barrier: Price and payment will be full compensation for furnishing, installing, maintaining, and removing the barrier and asphalt pad. When called for, temporary barrier (relocate) will be full compensation for relocating the barrier.

102-13.10 Temporary Glare Screen: Price and payment will be full compensation for furnishing, installing, maintaining, and removing the glare screen certified as installed/used on the project. When called for, glare screen (relocate) will be full compensation for relocating the glare screen.

102-13.11 Temporary Crash Cushion (Redirective or Gating): Price and payment will be full compensation for furnishing, installing, maintaining, and removing crash cushions and concrete or asphalt pads.

102-13.12 Temporary Guardrail: Price and payment will be full compensation for furnishing all materials required for a complete installation, including end anchorage assemblies and any end connections to other structures and for installing, maintaining and removing guardrail.

102-13.13 Arrow Board: Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing arrow boards.

102-13.14 Portable Changeable Message Sign: Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing portable changeable message signs.

102-13.15 Portable Regulatory Signs: Price and payment will be full compensation for furnishing, installing, relocating, operating, maintaining and removing a completely functioning system as described in these Specifications.

Payment will include all labor, materials, incidentals, repairs and any actions necessary to operate and maintain the unit at all times that work is being performed or traffic is being affected by construction and/or MOT operations.

102-13.16 Radar Speed Display Unit: Price and payment will be made only for a completely functioning system as described in these Specifications. Payment will include all labor, hardware, accessories, signs, and incidental items necessary for a complete system. Payment will include any measurements needed to ensure that the unit conforms to all Specification requirements.

Payment will include all labor, materials, incidentals, repairs and any actions necessary to operate and maintain the unit at all times that work is being performed or traffic is being affected by construction and MOT operations. Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing radar speed display unit.

102-13.17 Temporary Signalization and Maintenance: Price and payment will constitute full compensation for furnishing, installing, operating, maintaining and removing

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

temporary traffic control signals including all equipment and components necessary to provide an operable traffic signal. Payment will be withheld for each day at each intersection where the temporary signalization is not operational within 12 hours after notification.

102-13.18 Temporary Traffic Detection and Maintenance: Price and payment will constitute full compensation for furnishing, installing, operating, maintaining and removing temporary traffic detection including all equipment and components necessary to provide an acceptable signalized intersection. Take ownership of all equipment and components. Payment will be withheld for each day at each intersection where the temporary detection is not operational within 12 hours after notification.

102-13.19 Work Zone Pavement Markings: Price and payment will be full compensation for all work specified including, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

Removable tape or durable paint may be substituted for standard paint at no additional cost to the Department.

Payment for temporary RPMs used to supplement line markings will be paid for under temporary raised pavement markers. Install these RPMs as detailed in the Standard Plans.

102-13.20 Temporary Raised Rumble Strips: Price and payment will be full compensation for all work and materials described in this Section, including all cleaning and preparing of surfaces, disposal of all debris, furnishing of all materials, application, curing, removal, reinstalling and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work.

102-13.21 Temporary Lane Separator: Price and payment will be full compensation for all work specified in this Section.

102-13.22 Temporary Signals for Lane Closures on Two-Lane, Two-Way Roadways: Price and payment will be full compensation for furnishing, installing, operating, maintaining and removing temporary traffic signal including all equipment and components necessary to provide an operable portable traffic signal.

102-13.23 Temporary Highway Lighting: Price and payment will be full compensation for providing all temporary highway lighting shown in the Plans.

102-13.24 Pedestrian Special Detours: Price and payment will be full compensation for providing all pedestrian special detours shown in the Plans.

102-13.25 Payment Items: Payment will be made under:

Item No. 102- 1-	Maintenance of Traffic - lump sum.
Item No. 102- 2-	Special Detour - lump sum.
Item No. 102- 3-	Commercial Material for Driveway Maintenance - per cubic yard.
Item No. 102- 4-	Pedestrian Special Detour - lump sum.
Item No. 102- 14-	Traffic Control Officer - per hour.
Item No. 102- 30-	Temporary Highway Lighting - lump sum.
Item No. 102- 60-	Work Zone Sign - per each per day.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

Item No. 102- 61-	Business Sign - each.
Item No. 102- 62-	Barrier Mounted Work Zone Sign – per each per day
Item No. 102- 71-	Temporary Barrier - per foot.
Item No. 102- 75-	Temporary Lane Separator - per foot
Item No. 102- 73-	Temporary Guardrail - per foot.
Item No. 102- 74-	Channelizing Devices
Item No. 102- 76-	Arrow Board - per each per day.
Item No. 102- 78-	Temporary Raised Pavement Markers - each.
Item No. 102- 81-	Temporary Crash Cushion, Gating - per location.
Item No. 102- 89-	Temporary Crash Cushion, Redirective - per location.
Item No. 102- 94-	Glare Screen - per foot.
Item No. 102- 99-	Portable Changeable Message Sign - per each per day.
Item No. 102-104-	Temporary Signalization and Maintenance - per intersection per day.
Item No. 102-107-	Temporary Traffic Detection and Maintenance - per intersection per day.
Item No. 102-120-	Temporary Signal for Lane Closures on Two-Lane, Two-Way Roadways – per each per day.
Item No. 102-150-	Portable Regulatory Sign - per each per day.
Item No. 102-150-	Radar Speed Display Unit - per each per day.
Item No. 102-909-	Temporary Raised Rumble Strips - per day.
Item No. 102-913-	Removable Tape.
Item No. 710-	Painted Pavement Markings.
Item No. 711-	Thermoplastic Pavement Markings.

MAINTENANCE OF TRAFFIC – WORK DOCUMENT.
(REV 1-20-25) (FY 2025-26)

SUBARTICLE 102-3.1 is deleted and the following substituted:

102-3.1 Contractor's Responsibility: Time begins when the Engineer is notified that setup is complete and flagging operations and maintenance of all temporary traffic control devices are ready for work to begin. Time ends when work has been completed. Notify the Engineer immediately when work has been completed. travel time to and from the work site, as well as installation and removal of temporary traffic control devices is not included as compensable time. Provide only one person for the maintenance of devices unless otherwise directed by the Engineer.

SUBARTICLE 102-3.2 is deleted and the following substituted:

102-3.2 Worksite Traffic Supervisor (WTS): Provide a WTS who is responsible for initiating, installing, and maintaining all temporary traffic control devices as described in this Section and the Contract Documents. Provide all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations. Provide the WTS or designee with a tablet or

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

smartphone with internet access for recording information into the Department's lane closure notification system. Use approved alternate WTS when necessary.

The WTS must meet the personnel qualifications specified in Section 105.

The WTS is to perform the following duties:

1. On site direction of all temporary traffic control on the project.
2. Is on site during all set up and take down, and performs a drive through inspection immediately after set up.
3. Is on site during all nighttime operations ensuring proper temporary traffic control.
4. Immediately corrects all safety deficiencies and corrects minor deficiencies that are not immediate safety hazards within 24 hours.
5. Is available on a 24 hour per day basis and present at the site within 45 minutes after notification of an emergency situation and is prepared to respond to maintain temporary traffic control or to provide alternate traffic arrangements.
6. Conducts daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.

Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as deemed necessary.

The Department may disqualify and remove from the project a WTS who fails to comply with the provisions of this Section. The Department may temporarily suspend all activities, except traffic, erosion control and such other activities that are necessary for project maintenance and safety, for failure to comply with these provisions.

SUBARTICLE 102-3.3 is deleted.

SUBARTICLE 102-5.5 is deleted and the following substituted:

102-5.5 Crossings and Intersections: Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any median opening, road or street crossing the project unless approved by the Engineer. Maintain all existing actuated or traffic responsive mode signal operations for main and side street movements for the duration of the work. Restore any loss of detection within 12 hours. Use only detection technology listed on the Department's Approved Products List (APL) and approved by the Engineer to restore detection capabilities. Before beginning any construction, submit to the Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.

SUBARTICLE 102-9.1 is deleted and the following substituted:

102-9 Temporary Traffic Control Devices.

102-9.1 General: Use only devices that are listed on the APL and use in conformance with the APL drawings. Immediately remove or cover, using any method of covering approved by the Engineer, any existing or temporary devices (e.g. signs) that do not apply to current conditions.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

The use of NCHRP Report 350 Recommended Procedures for the Safety Performance Evaluation of Highway Features devices purchased prior to January 1, 2020 is permitted on projects let prior to January 1, 2030. All devices manufactured or purchased on or after January 1, 2020 must be MASH compliant in accordance with Section 990.

The APL number is to be permanently marked on the device at a readily visible location. Sheeting used on devices and pavement markings are exempt from this requirement.

Notify the Engineer in writing of any scheduled operation that will affect traffic patterns or safety sufficiently in advance of commencing such operation to allow adequate time to review the plan for the proposed installation of temporary traffic control devices.

Assign an employee the responsibility of maintaining the position and condition of all temporary traffic control devices throughout the duration of the Contract. Keep the Engineer advised of the identification and means of contacting this employee on a 24 hour basis.

Maintain temporary traffic control devices in the correct position, properly oriented, clearly visible, and clean. All applicable temporary traffic control devices must meet the classification category of Acceptable as defined in the American Traffic Safety Services Association (ATSSA) Quality Guidelines for Temporary Traffic Control Devices and Features. Temporary concrete barriers must meet the classification category of Acceptable defined in the Department's Temporary Concrete Barrier Evaluation Guide, which may be viewed at the following URL:

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/docs/default-source/content-docs/programmanagement/implemented/urlinspecs/files/temporaryconcretebarrierguide.pdf.pdf?sfvrsn=343b4c97_10.

Pedestrian Longitudinal Channelizing devices (LCDs) must meet the classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide, which may be viewed at the following URL:

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/lcdevaluationguide.pdf?sfvrsn=166e0f16_2.

Immediately repair, replace or clean damaged, defaced or dirty devices. Traffic control devices must not be cleaned while installed/used. Use of warning lights on any temporary traffic control device is prohibited, with the exception of the trailer mounted portable regulatory signs.

SUBARTICLE 102-9.1.1 is deleted.

SUBARTICLE 102-11.1 is deleted and the following substituted:

102-11.1 General: Devices installed/used on the project on any calendar day or portion thereof, within the Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price for the applicable pay item.

For this Contract, all pay items with unit "Each Day (ED)" and "Hour (HR)" will be defined as follows:

1. Time for "Each Day" will be calculated in 24 hour increments starting at the time specified in the Work Document.
2. "Hour" rates will be paid in increments of 1 hour, rounded up to the hour.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

ARTICLE 102-11 is expanded by the following new Subarticles:

102-11.29 MOT Maintenance Services: The quantity to be paid will be the number of hours that MOT duties are performed, beginning when setup is complete to the initiation of takedown.

102-11.30 Truck Mounted Attenuator: The quantity to be paid will be the number of days, per day, regardless of the number of locations work is performed at each site.

ARTICLE 102-12 is deleted.

SUBARTICLE 102-13.1 is deleted and the following substituted:

102-13 Basis of Payment.

102-13.1 Maintenance of Traffic (General Work): When an item of work is included in the proposal, price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

When the proposal does not include separate item(s) for Maintenance of Traffic, all work and incidental costs specified as being covered under this Section will be included for payment under the scheduled items of the overall Contract and no separate payment will be made.

SUBARTICLE 13.27 is deleted and the following substituted:

102-13.27 MOT Maintenance Services: Price and payment will be full compensation for MOT work performed.

ARTICLE 102-13 is expanded by the following new Subarticles:

102-13.28 Truck Mounted Attenuator: Price and payment will be full compensation for providing truck mounted attenuators each day regardless of the number of locations work is performed at each site. Payment will be made per day when included in the Work Document or as directed by the Engineer. Payment includes all costs for materials, labor, tools, equipment and incidentals required for performing the work described in this Section.

102-13.29 Payment Items: Payment will be made under the items shown in the Bid Price Proposal.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

LITTER REMOVAL AND MOWING.
(REV 8-19-21) (FY 2025-26)

SECTION 107 is deleted and the following substituted:

107-1 Description.

107.1.1 Litter Removal: Provide pickup, removal, and disposal of litter and debris within the maintained limits from the outside edge of travel way to the right of way line, including the median on divided highways from the inside edge of travel way to the inside edge of travel way, ponds, and remote areas as specified in the Contract Documents. Litter or debris includes but is not limited to varied sizes of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, small outdoor advertisement signs, brush, tree limbs, and other items to be removed under this work.

107-1.2 Mowing: Mow grass or vegetation within the project limits at locations identified in the Contract Documents. Locations may consist of roadside areas, ponds, ditches, or other areas as specified. Where landscaping has been established or natural landscaping has been preserved, mow conforming to the established mowing contours. Mow up to the limits maintained by the Department and around existing appurtenances located within the project limits as directed by the Engineer. Use specialized equipment or hand labor when required to perform specified work in certain areas or situations. Vegetation consists of planted and/or natural grasses, weeds, and other vegetation within the area to be mowed. Comply with the current edition of the Department's "A Guide to Roadside Vegetation Management".

107-1.2.1 Large Machine Mowing: Provide large machine mowing in areas conductive to large machine mowing equipment with a 3 horizontal to 1 vertical or less slope.

107-1.2.2 Slope Mowing: Provide slope mowing on slopes with a greater or steeper than 3 horizontal to 1 vertical slope or other areas that are relatively inaccessible to the use of conventional style equipment.

107-1.2.3 Intermediate Machine Mowing: Provide intermediate machine mowing in areas of 3 horizontal to 1 vertical slope or less that are not accessible by large machine mowing equipment but not conducive to the use of small machine mowing equipment.

107-1.2.4 Small Machine Mowing: Provide small machine mowing in areas of 3 horizontal to 1 vertical slope or less that are not accessible by large and intermediate machine mowing equipment.

107-1.2.5 Manual Weed Control: For areas with densely planted trees and steep slopes that are not accessible to mowing equipment, when directed by the Work Document, remove grasses, weeds, vines, and other underbrush using hand or power tools.

Unless otherwise specified, manual labor required to perform work around appurtenances will be incidental to the type of mowing being performed. Appurtenances may consist of signpost and bases, delineator post, fences, guardrail, barrier walls, end walls, retaining walls, pipes, drainage structures, poles, guys, mailboxes, handrails, landscaped areas, and trees.

107-2 Frequency.

107-2.1 Litter Removal: The number of litter removal cycles maybe increased or decreased based on litter conditions or special events, as directed by the Engineer. Areas or portions of areas within the project limits may be increased or decreased. The estimated number of litter removal cycles is approximately **14**.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

Complete each litter removal cycle within **(to be determined by the engineer)** calendar days of beginning the cycle when the litter removal cycle is concurrent with a mowing cycle. When litter pick up is issued concurrently with a mowing cycle, remove litter prior to and in conjunction with mowing operations in all areas.

Complete each independent litter removal cycle within **(to be determined by the engineer)** calendar days of beginning the cycle.

107-2.2 Mowing: The Engineer will determine the type of mowing, the estimated number of acres to be accomplished within a specified number of calendar days (cycle), when to begin each mowing cycle, and the total number of mowing cycles to be completed.

The number of acres to be completed per cycle may vary depending upon soil conditions. The number of acres to be completed will vary per cycle when wildflowers are in bloom or are re-seeding. Complete each mowing cycle within **(to be determined by the engineer)** calendar days of beginning the cycle. The approximate number of cycles for each type of mowing will be as follows:

Large Machine Mowing	**11** cycles (**N/A** minimum cycles)
Slope Mowing	**6** cycles (**N/A** minimum cycles)
Intermediate Machine Mowing	**11** cycles (**N/A** minimum cycles)
Small Machine Mowing	**11** cycles (**N/A** minimum cycles)
Mow Wildflower plots approximately	**N/A** times per year
Manual Weed Control	**N/A** cycles (**N/A** minimum cycles)

Notify the Engineer prior to beginning work in areas with questionable mowing capabilities. Adjustments to quantities will not be made once work begins.

107-3 Equipment.

107-3.1 Litter Removal: Transport litter using equipment capable of preventing further distribution or loss of litter along the roadway. Cover and secure all open top carriers with tarpaulins.

Specialized mechanical equipment capable of successfully removing litter and debris may be used upon written approval by the Engineer. Additional safety devices or precautions may be required when using unique equipment.

Provide equipment that does not damage curbs, pavement, or turf.

107-3.2 Mowing: Provide mowing equipment with a slow-moving vehicle sign located on the rear of the tractor, amber flashing light or white strobe light mounted on the tractor, 18-inch X 18-inch fluorescent orange warning flags mounted on each side of the rear of the mower, protective devices on the mower to prevent objects from being thrown into traffic, and safety devices installed by the manufacturer. Properly install and maintain safety devices at all times when the equipment is in use.

Maintain mowing equipment to produce a clean, sharp cut and uniform distribution of the cuttings at all times. Provide mowing equipment with the capability of cutting a height from 4 inches to 12 inches.

Provide equipment of a type and quantity to perform the work satisfactorily within the specified time periods.

Immediately remove equipment deficient in safety devices and keep the equipment out of service until the deficiency is corrected.

The Engineer's inspection of equipment will not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment, nor will it relieve the Contractor of the responsibility to meet the established time for the completion of the mowing cycle.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

107-4 Method of Operation.

107-4.1 Litter Removal: Store equipment to remain on the project right of way while not in use outside the clear zone. Do not park or store equipment or supply vehicles in median areas. Conduct all service and supply operations between the travel-way and the right-of-way line and outside of the clear zone. Do not allow supply vehicles to enter the median. Do not allow service vehicles to enter the median except when necessary to repair or remove inoperable equipment.

Perform all litter removal during daylight hours.

Worksite personnel must wear high visibility apparel that meets the standards for High-Visibility Safety Apparel as established by The American National Standards Institute (ANSI) when performing litter removal activities.

107-4.2 Mowing: Perform all work operations in accordance with the appropriate temporary traffic control and lane closure requirements. Furnish, place, and maintain all traffic control devices throughout the duration of the work within the maintenance limits for the protection of the public and employees.

Operate the equipment in the same direction of the traffic unless the adjacent lane is closed to traffic when mowing within four feet of the travel-way (travel lane).

Perform all work during daylight hours.

Begin mowing cycles as directed by the Engineer in the Work Document.

Notify the Engineer when a cycle is started and when work is interrupted for any reason.

Prior to beginning work on the first cycle, provide a pattern or plan for mowing to the Engineer for approval. Follow the pattern adopted for the first cycle with subsequent mowing cycles.

Mow shoulders and medians concurrently within the limits of the area mowed so that not more than one mile will be left partially mowed at the conclusion of the working day. Mow grass and vegetation on slopes or around appurtenances concurrent with the mowing operation.

Complete each mowing cycle in its entirety prior to beginning another cycle. A complete cycle includes all manual labor around appurtenances.

If weather conditions or other situations of a temporary nature prevent the mowing of any areas, and such conditions are eliminated during the period designated for that mowing cycle, the adopted pattern for mowing may be altered to complete mowing of these areas during the mowing cycle.

Notify the Engineer of areas saturated with standing water to the point that standard mowing equipment would cause excessive damage to the turf. Mow the saturated areas during a subsequent cycle or cut to the surface of the water using hand labor or other specialized equipment as directed by the Engineer. Consult with the Engineer prior to beginning work in any questionable area.

Notify the Engineer when mowing areas or cycles have been completed. If any area does not meet the specified requirements, re-mow the areas at no additional cost to the Department.

107-5 Disposal.

107-5.1 Litter Removal: During each litter removal cycle, bag and remove all litter or piles at the end of each working day. Dispose of litter as necessary in accordance with applicable Federal, State, and Local Rules and Regulations. Do not store or stockpile litter within the project limits.

107.5.2 Mowing: In some areas it may be necessary to collect and remove grass clippings from the mowing operation, Dispose of vegetation cuttings in accordance with applicable Federal, State, and Local Rules and Regulations.

107-6 Requirements.

107-6.1 Litter Removal: Perform litter removal in a manner that results in areas being free of litter and debris.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

107-6.2 Mowing: Mow all grass and vegetation to a height of 6 inches plus or minus 1/2 inch. Mow grass and vegetation to a height of 4 inches plus or minus 1/2 inch in specified areas as directed by the Engineer.

Perform mowing in a manner that will not result in streaking or scalping. Mow areas of different widths in a manner that will result in smooth flowing transitions. Do not allow accumulation or piling of cuttings as a result of cleaning the mowing equipment.

Mow all grass and vegetation on slopes or around appurtenances to the same height and quality as the surrounding mowed area when using hand tools.

Negligence that results in damage to turf, curbs, sidewalks, pavement, signs, or structures, mailboxes, appurtenances, etc. will be repaired or replaced at no additional cost to the Department. Complete repairs prior to submission of the invoice for work accomplished during the cycle.

Do not leave an accumulation of clippings in curb and gutters or on sidewalks. The use of blowers (away from traffic) to remove cuttings may be allowed unless prohibited by Federal, State, and Local Rules and Regulations.

107-7 Method of Measurement.

107.7.1 Litter Removal: The quantities to be paid for litter removal will be the number of acres of litter removal completed and accepted.

107-7.2 Mowing: Use of specialized equipment will be of no additional cost to the Department.

The quantities to be paid for mowing will be the area, in acres, of mowing completed and accepted.

The number of acres scheduled to be mowed per cycle will not be reduced for wildflower areas not mowed if the area is less than one acre.

The number of acres scheduled to be mowed per cycle will not be reduced for saturated areas that cannot be mowed when the area is less than one acre.

When alternate methods to mow saturated areas are required by the Engineer, payment will be based on the actual work performed.

107-8 Basis of Payment.

107-8.1 Litter Removal: Payment will be full compensation for furnishing all equipment, materials, labor, disposal, and incidentals necessary to complete litter and debris removal. Landfill receipts may be required with invoice submittals.

107-8.2 Mowing: Payment will be full compensation for furnishing all equipment, materials, labor, and incidentals necessary to complete all mowing operations specified. Compensation will be the unit price per acre for mowing for the number of acres completed and accepted.

Payment will be made under:

Item No. E107 - 1-1 Litter Removal - per acre.
Item No. E107 - 2-1 Large Machine Mowing - per acre
Item No. E107 - 2-2 Slope Machine Mowing - per acre
Item No. E107 - 2-3 Intermediate Machine Mowing - per acre
Item No. E107 - 2-4 Small Machine Mowing - per acre
Item No. E107 - 2-5 Manual Weed Control

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

ROAD AND BRIDGE SWEEPING.

(REV 8-1-13) (FY 2025-26)

The following new Section is added after Section 110:

SECTION 110-31
ROAD AND BRIDGE SWEEPING

110-31.1 Description.

Provide routine mechanized road and/or bridge sweeping to clean and remove sand, soil, paper, glass, cans, grass clippings, and other debris. Areas to be swept include but are not limited to; curb and gutters, valley gutters, bridge decks and curbs, inside and outside highway interchange ramps (with paved shoulders greater than 12 inches), outside and median paved shoulders, gore areas, toll plazas (when applicable), bi-directional lanes, areas adjacent to barrier walls, areas adjacent to median-noses and splitter islands, areas on top of inlet grates and other designated sites as determined by the Engineer.

110-31.2 Frequency of Sweeping.

Mechanically sweep specified areas approximately **12** times. The total number of sweeping cycles within the contract period may be increased or decreased as determined by the Engineer to meet field conditions.

Complete each sweeping cycle within **(to be determined by the engineer)** calendar days after issuance of the work document. Complete each sweeping cycle in its entirety prior to the beginning of another cycle. In assessing liquidated damages, the calendar days established in this Section will be used for determining delinquency of progress for each sweeping cycle.

No sweeping operations will be performed between the hours of **(to be determined by the engineer)** and **(to be determined by the engineer)**.

Submit sweeping schedules to the Engineer for approval.

110-31.3 Safety.

Provide Maintenance of traffic in accordance with Section 102. The work vehicle (sweeping machine) will have an operating flashing beacon and the shadow vehicles will be equipped with an approved advance warning arrow panel, warning sign, and truck mounted attenuator (crash cushion system).

All sweeping will be accomplished with or in the same direction as the traffic, sweeping opposing the traffic will not be permitted.

The foregoing requirements are to be considered as minimum and the compliance will in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.

110-31.4 Equipment.

Furnish equipment of a type and quantity to perform the work satisfactorily within the time specified. The sweeping equipment will be capable of meeting the quality requirements of 110-31.8 in one pass and a maximum of two passes for areas determined unsatisfactory by the Engineer.

The mechanized road sweeper(s) will have a minimum capacity of four cubic yards.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

The Engineer or his representative prior to being placed into service will inspect all safety devices on the sweeping operation equipment. Any deficient safety devices will be corrected or replaced immediately and service will not begin until the deficiency is corrected.

Inspection and approval of the equipment by the Engineer will not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the Contractor's operations.

Equipment that damages pavement, curbs, or turf will not be allowed. Damages as a result of the operations will be repaired at no cost to the Department.

110-31.5 Dust Control Equipment.

The sweeping operation will not create excessive airborne dust or other particles, as determined by the Engineer. Equipment supplied with a functioning water spray system normal to the industry for dust control will satisfy this requirement.

110-31.6 Parked Vehicles.

Vehicles that are parked in the sweeping area are to be swept around. The area occupied by a parked vehicle will be considered as work accomplished.

110-31.7 Removal and Disposal of Debris.

Debris may be encountered that is larger than the mechanized sweeper can remove such as; tires, tire parts, hub caps, large stones, boxes, tree limbs, wood, cable, and other such materials. Remove all debris encountered using other means (hand or mechanized), regardless of the size.

Piles of soil may be encountered and vegetation that may require special removal methods during the sweeping operations. Furnish all labor, materials, and equipment required to accomplish removal of these built-up areas.

Stockpiling or disposal of debris on the Department's right-of-way shall not be permitted.

Provide areas for disposing of debris in accordance with all Federal, State, and Local Rules and Regulations in effect at the time of the disposal. Cost involved with the disposal of debris will be included in the contract unit price per mile of mechanized (mechanical) sweeping.

110-31.8 Quality.

Pick up and remove from the areas to be swept, any obstacle such as wood, tires, cans, etc. that can not be picked-up by the sweeper to include areas under guardrail on paved shoulders. Remove all items such as newspapers, magazines, large boxes, etc. that would be torn, ripped, or scattered by the sweeper and result in an objectionable appearance.

Completed work will be clean and free of all accumulated debris immediately after sweeping, as determined by the Engineer.

Areas determined unsatisfactory by the Engineer will be re-swept to the satisfaction of the Engineer within the time specified, at no additional cost to the Department.

110-31.9 Method of Measurement.

The quantities to be paid for under this Section will be the number of miles completed and accepted measured longitudinally to the travel lane to the nearest one hundredth of a mile.

A second unit of measurement will be required from the Contractor. The cubic yards of material picked up, will be reported to the inspector for each sweeping cycle completed. If the contract is for more than one county, the number of cubic yards picked up will be prorated by county based on the number of miles swept in each county.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

The width will be sufficient to cover the entire width of curb and gutters, valley gutters, bridge decks and curbs, inside and outside highway interchange ramps (with paved shoulders greater than 12 inches in width, outside and median paved shoulders, concrete barriers, gore areas, toll plazas (when applicable), and other designated sites. Areas requiring more than one sweeping pass to sufficiently remove the debris will not be compensated twice.

110-31.10 Basis of Payment.

Payment will be full compensation for furnishing all equipment, materials, labor, and incidentals necessary to complete all sweeping operations, including hand work, as specified. Compensation will be at the unit price per mile times the actual miles completed and accepted.

Payment will be made under the items specified in the Bid Price Proposal.

EDGING
(REV 7-12-19) (FY 2025-26)

The following new Section is added after Section 110:

SECTION 110-32
EDGING

110-32.1 Description.

Edge, sweep, remove and dispose of vegetation and debris from curb and gutter and sidewalk areas including, but not limited to, median island curbs, roadside curbs, gutters, the front and backside and joint areas of sidewalks, bike paths, curb inlets throats and other areas as designated by the Engineer.

110-32.2 Frequency

The Engineer will determine the total number of edging cycles and when to begin each cycle. All areas designated are to be edged approximately **6** times per year. Complete each cycle within **(to be determined by the engineer)** calendar days from the beginning of the cycle, weather permitting, as determined by the Engineer.

Quantities will be agreed upon prior to beginning work in any area in question.

110-32.3 Equipment.

Provide effective means to control dust from all edging operations, including removal and disposal of debris.

Use equipment for removal or transportation of debris or litter that prevents distribution or loss of debris or litter along the roadway.

Operate moving equipment in the same direction as the flow of traffic.

110-32.4 Method of Operation.

Do not begin work until authorized, in writing, by the Engineer. Develop a work pattern from the locations listed in the work document, unless the Engineer designates the priority of the work.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

The blade of the edger must produce a clear sharp cut. The trench resulting from the actions of the cutting blade must not exceed one inch in width from the edge of the surface being edged. Do not allow grass or weeds into the trench.

Sweep all debris (grass, weeds, soil, litter, etc.) from the curb and gutters, inlet throats and grates, sidewalk and sidewalk joints, and bike paths to produce a clean appearance. The use of blowers (away from traffic) **(to be determined by the engineer)** be allowed to remove the cuttings.

Uniformly cut and remove all vegetation extending over the curb, sidewalk, bike paths, or other designated area to the back edge of the curb, sidewalk, bike path, or other designated area, including sidewalk joints. Removal of vegetation includes grass, weeds, or bushes up to one inch in diameter that extend beyond the normal grassed areas onto the curb, sidewalk, bike paths, or other designated areas.

Remove and properly dispose of all debris produced by the edging, vegetation removal and sweeping operations from the job site daily. Do not stockpile or store debris on the right-of-way overnight. Dispose of all debris in accordance with Federal, State, and Local Rules and Regulations. Include the cost of vegetation removal, sweeping, and disposal of the debris, litter, soil and vegetation trimmings in the contract unit price for edging. Remove any debris that falls into any part of the storm water system at no additional compensation.

Conduct all edging activities during daylight hours only, unless otherwise specified in the contract documents or approved by the Engineer. The Engineer may approve nighttime operations upon request, at no additional compensation for nighttime traffic control. The Engineer may restrict the hours of operations based on peak traffic hours, local conditions, or special events. Complete all required edging operations within the limits worked by the conclusion of each workday. In areas where access is blocked by parked vehicles or other obstructions, return to the area(s) to complete the edging as necessary at no additional expense to the Department.

The quality and acceptance of work will be determined by the Engineer. Re-edge, including vegetation removal and sweeping, areas that are determined to be unacceptable at no additional cost to the Department.

Repair or replace damage to curbs, sidewalks, pavement, or turf due to negligence to the satisfaction of the Engineer at no additional compensation.

110-32.5 Method of Measurement.

Quantities to be paid will be the total number of miles of edging operations completed and accepted, including each pass for roadside, median island, inlet throats, curbs and gutters, bike paths and sidewalks. Areas that are maintained by others, or areas where the grass and/or weeds fail to grow sufficiently to justify performing this work may be omitted as determined by the Engineer.

110-32.6 Basis of Payment.

Price and payment will be full compensation for all the work specified in this Section and will include all equipment, labor, materials, and incidentals necessary to complete the work.

Payment will be made under:

E110- 32- 2- Edging - mile.

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 8/2026

ORDINANCES / RESOLUTIONS
(No Public Hearing Required)

Title: Resolution and FDOT LAP Agreement for Alligator Creek Pedestrian Bridge design and engineering

Funds:

Recommended Action: Sign resolution and allow City Manager to enter into LAP agreement with FDOT.

Summary:

Department/Division: Urban Design / City Manager

EXHIBITS:

1. LAP Agreement
2. Resolution

Docusign Envelope ID: 1703BEA8-CEDD-40BE-A568-D426491348D7

FPN: 446339-1-38-01	FPN: 446339-2-34-01	FPN:
Federal No (FAIN): D125--054-B	Federal No (FAIN): D125-054-B	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: ACSL	Fund: GRTR	Fund:
Org Code: 55013030152	Org Code: 55014010106	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj: 780000	FLAIR Obj: 751003	FLAIR Obj:

County No:01 Contract No:
Recipient Vendor No: F596000415003 Recipient Unique Entity ID (UEI) No: HVTSKRY7LUY5

Assistance Listing Number (ALN): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and City of Punta Gorda ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design of a bicycle and pedestrian rated bridge on US 41 (SR45) over the south fork of Alligator Creek , as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 12/31/2028. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 771,937 (Seven Hundred Seventy-One Thousand Nine Hundred Thirty-Seven Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $771,937.00 (Seven Hundred Seventy-One Thousand Nine Hundred Thirty-Seven Dollars) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

Docusign Envelope ID: 1703BEA8-CEDD-40BE-A568-D426491348D7

c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. If the Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions.**

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

g. Payment shall only be made after receipt and approval of goods and services unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

Docusign Envelope ID: 1703BEA8-CEDD-40BE-A568-D426491348D7

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under Exhibit "H", to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

h. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

i. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

j. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

k. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds

Docusign Envelope ID: 1703BEA8-CEDD-40BE-A568-D426491348D7

approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

n. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's

Docusign Envelope ID: 1703BEA8-CEDD-40BE-A568-D426491348D7

Local Agency Program Manual (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

Docusign Envelope ID: 1703BEA8-CEDD-40BE-A568-D426491348D7

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

Docusign Envelope ID: 1703BEA8-CEDD-40BE-A568-D426491348D7

iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 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 the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

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

Docusign Envelope ID: 1703BEA8-CEDD-40BE-A568-D426491348D7

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

Docusign Envelope ID: 1703BEA8-CEDD-40BE-A568-D426491348D7

delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

Docusign Envelope ID: 1703BEA8-CEDD-40BE-A568-D426491348D7

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not 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.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The

Docusign Envelope ID: 1703BEA8-CEDD-40BE-A568-D426491348D7

Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

Docusign Envelope ID: 1703BEA8-CEDD-40BE-A568-D426491348D7

☐ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

Docusign Envelope ID: 1703BEA8-CEDD-40BE-A568-D426491348D7

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E", "F" and "H"** are attached to and incorporated into this Agreement.

b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

Docusign Envelope ID: 1703BEA8-CEDD-40BE-A568-D426491348D7

c. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

h. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

i. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

j. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

Docusign Envelope ID: 1703BEA8-CEDD-40BE-A568-D426491348D7

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT City of Punta Gorda

By: _____
Name:
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

Legal Review:

DS
DC

_____

Docusign Envelope ID: 1703BEA8-CEDD-40BE-A568-D426491348D7

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 446339-1/2-38/34-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

City of Punta Goda (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☒ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.022

PROJECT DESCRIPTION: The design of a bicycle and pedestrian rated bridge on US 41 (SR 45) over the south fork of Alligator Creek.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Design to be completed by December 31, 2028

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

All work to be conducted outside of the Department Right-of-Way shall adhere to:
1) The current Florida Greenbook standards, as amended
2) At a minimum follow the LAP Specifications

All work to be conducted within the Department Right-of-Way shall adhere to the following:
1) The FDOT most current standard specification for road and bridge construction, and

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2) The FDOT most current roadway and traffic design standard and design criteria from the PPM, or other FDOT Adopted criteria.

For all projects the following will apply:
1) Section 287.055, F.S. "Consultants Competitive Negotiation Act," when acquiring a consultant utilizing federal funds
2) FDOT "Project Development and Environmental Manual"
3) The Local Agency Program Manual

The Agency will be responsible for acquiring all required and applicable permits for the project for review and approval prior to construction.

For LAP projects that are on-system, the Agency will be responsible for providing the 30%, 60%, 90%, and 100% (final) plans submittals. Plan submittals, FDOT specification package, and signed and sealed Engineer's Estimate must be received with each submittal from the agency and must be reviewed and approved.

For LAP projects that are off-system, the Agency will be responsible for providing the 60%, 90%, and 100% (final) plans submittals along with a signed Engineer's Estimate is needed.

Without the FDOT's review and approval of these documents the project funding, LAP agreement, and NTP will be ineligible to be authorized, encumbered, and fully executed. All items must be reviewed, approved with the LAP agreement fully executed and executed Notice to Proceed issues by the Department prior to any construction related activities, including project advertisement.

The Department shall reimburse the Agency, subject to funds availability, in the year programmed, which is currently in Fiscal Year 2025 for Construction services.

Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

Docusign Envelope ID: 1703BEA8-CEDD-40BE-A568-D426491348D7

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
City of Punta Gorda 326 West Marion Avenue Punta Gorda, FL 33950	446339-1/2-38/34-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: 2026 (ACSL)	$ 505,983.00	$ _____	$ _____	$ 505,983.00
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 505,983.00	$ 0.00	$ 0.00	$ 505,983.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Design-34)				
FY: 2026 (GRTR)	$ 265,954.00	$ _____	$ 265,954.00	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 265,954.00	$ 0.00	$ 265,954.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 771,937.00	$ 0.00	$ 265,954.00	$ 505,983.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Kelly Kautz
District Grant Manager Name

Kelly L. Kautz

Digitally signed by: Kelly L. Kautz
DN: CN = Kelly L. Kautz email = kelly.kautz@dot.state.fl.us
C = US O = Local Programs OU = Program Management
Date: 2026.03.02 09:58:39 -05'00'

Signature Date

Docusign Envelope ID: 1703BEA8-CEDD-40BE-A568-D426491348D7

EXHIBIT C

TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Docusign Envelope ID: 1703BEA8-CEDD-40BE-A568-D426491348D7

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Docusign Envelope ID: 1703BEA8-CEDD-40BE-A568-D426491348D7

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

Docusign Envelope ID: 1703BEA8-CEDD-40BE-A568-D426491348D7

EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

ALN No.:	20.205
ALN Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
ALN Program Site:	**https://sam.gov/fal/a122e57ebdd94c6b95d87450afeda1aa/view**
Award Amount:	**$505,983.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

Docusign Envelope ID: 1703BEA8-CEDD-40BE-A568-D426491348D7

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Docusign Envelope ID: 1703BEA8-CEDD-40BE-A568-D426491348D7

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

Docusign Envelope ID: 1703BEA8-CEDD-40BE-A568-D426491348D7

EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).

2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.

3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.

4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.

5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).

6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

EXHIBIT I

STATE FUNDS ADDENDUM

RECITALS

1. The terms and provisions of this Addendum are incorporated in and made part of the Local Agency Program Agreement ("LAP") executed by the parties simultaneously with this Addendum.

2. This Addendum shall be merged into and made part of the LAP and both documents shall be collectively referred to as the "Agreement".

3. The primary funding source for the Project, as defined by the LAP, is derived from funds legislatively granted pursuant to Section 339.12, Florida Statutes.

4. The Department will also be funding a portion of the Project via monies distributed by the indicated program(s):

☐ County Incentive Grant Program (CIGP), Section 339.2817 F.S., ALN 55.008

☐ Small County Outreach Program (SCOP), Section 339.2818 F.S., ALN 55.009

☐ Small County Road Assistance Program (SCRAP), Section 339.2816 F.S., ALN 55.016

☐ Transportation Regional Incentive Program (TRIP), Section 339.2819 F.S., ALN 55.026

☒ Florida Shared-Use Nonmotorized (Sun) Trail Network Program), 55.038

5. The distribution of funds is more specifically shown in Exhibit "B" of this Agreement.

6. The state resources awarded are subject to the Florida Single Audit Act, as indicated below.

The administration of resources awarded through the Department to City of Punta Gorda (hereafter known as the "Recipient") by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "J" to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department or its designee, DFS, or the Auditor General access to the Recipient's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

H. All other terms and conditions of the Agreement shall remain unchanged unless otherwise stated in this Addendum.

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and ALN Number:

☐ County Incentive Grant Program (CIGP), (ALN 55.008)
☐ Small County Outreach Program (SCOP), (ALN 55.009)
☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
☒ Florida Shared-Use Nonmotorized (Sun) Trail Network Program, 55.038

***Award Amount:** $265,964.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

CITY OF PUNTA GORDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PUNTA GORDA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL AGENCY PROGRAM (LAP) AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR DESIGN OF A BICYCLE AND PEDESTRIAN RATED BRIDGE ON US 41-NB OVER THE SOUTH FORK OF ALLIGATOR CREEK; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) has authorized the City of Punta Gorda to design a bicycle and pedestrian bridge to connect the Multi Use Recreational Trail (MURT) over the South Fork of Alligator Creek along US 41-NB; and

WHEREAS, such design and improvements will be accomplished according to the duties and responsibilities of the Florida Department of Transportation and the City of Punta Gorda, as set forth in the attached Local Agency Program Agreement (LAP);

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

I. The Local Agency Program Agreement between the State of Florida Department of Transportation and the City of Punta Gorda, a copy of which is attached hereto and made a part hereof, is hereby approved.

II. The City Manager of the City of Punta Gorda is hereby authorized to sign the agreement on behalf of the City.

ADOPTED at a regular meeting of the City Council of the City of Punta Gorda, Florida, this _____day of _____, 2026.

_____
DEBORAH LUX, Mayor

ATTEST:

_____
SARA WELCH, CMC, City Clerk

APPROVED AS TO FORM:

_____

Steven Leskovich, Esq.,
City Attorney

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 8/2026

CONSENT AGENDA

Title:	March 9, 2026, City Council Pre-Agenda Meeting Minutes
Funds:	Not applicable.
Recommended Action:	City Council approve the minutes.
Summary:	The minutes of the March 9, 2026, City Council Pre-Agenda meeting are available for review and approval.
Department/Division:	City Clerk

EXHIBITS:

1. March 9, 2026, Pre-Agenda Minutes

CITY OF PUNTA GORDA, FLORIDA
CITY COUNCIL PRE-AGENDA MEETING MINUTES
MARCH 9, 2026, 9:00 A.M.
120 LAISHLEY COURT
PUNTA GORDA, FL 33950

MEMBERS PRESENT: Denton, Julian, Lockhart, Lux, Polk

CITY STAFF PRESENT: City Manager Reichert; City Attorney Leskovich; Kristin Simeone, Finance Director; Tom Spencer, Utilities Director; Ron Everts, Public Works Director; Jeff Payne, Human Resources Manager; Boyd Lawrence, Planning Director; Pam Smith, Police Chief; Holden Gibbs, Fire Chief; Anne Heinen, Procurement Manager; Alicia Oates, Interim Information Technology Manager; Deputy City Clerk Jennifer Falkner

CALL TO ORDER

City Manager Reichert called the meeting to order at 9:00 a.m.

AGENDA APPROVAL

There were no changes to the agenda.

1) PROCLAMATIONS / PRESENTATIONS

1.a Recognition of Robert Knabe

Exhibits:
Cover Page

There was no discussion.

1.b Government Finance Professionals Week

Exhibits:
Cover Page
Government Finance Professionals Week 2026

Councilmember Julian offered to present the proclamation.

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.

There were no introductions.

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.

There was no public comment.

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

3.a LEGISLATIVE: SV-01-2025 - A request by Suntoshi, Inc. property owner, the vacate a utility easement located between Lots 1 through 4 and Lots 5 and 9, Block 36, City of Punta Gorda, according to the Plat thereof as recorded in Plat Book 1, Page 13, of the Public Records of Charlotte County, Florida.
Exhibits:
Cover Page
SV-01-2025 Application
SV-01-2025 CC Staff Report

There was no discussion.

3.b LEGISLATIVE: ZA-01-2026 - An Ordinance of the City of Punta Gorda, Florida, amending Chapter 26, Punta Gorda Code, the City of Punta Gorda Land Development Regulations, to establish procedures for the review and approval of certified recovery residences and a process for requesting reasonable accommodations from local land use regulations as mandated by Florida law, including Section 397.487(15)(a), Florida Statutes; amending Article 3, Section 3.2(c) "EP, Environmental Preserve District - Uses Permitted with Conditions"; section 3.4(c) "GS, General Singe-Family Residential District - Uses Permitted with Conditions Section 3.5(c) "GM, General Multi-Family Residential District - Uses Permitted with Conditions"; Section 3.6(c)"; "MH, Manufactured Home District - Uses Permitted with Conditions"; Section 3.7(c) "NR, Neighborhood Residential District - Uses Permitted with Conditions"; Section 3.8(c) "NC, Neighborhood Center District - Uses Permitted with Conditions"; and Section 3.9(c) "CC, City Center District - Uses Permitted with Conditions"; amending Article 4 to adopt a new Section 4.42; providing for implementation of administrative actions; providing a savings clause; providing for codification and scrivener's errors; providing for severability; providing for conflicts; and providing an effective date. FIRST READING.
Exhibits:
Cover Page
ZA-01-2026 Draft Business Impact Analysis
ZA-01-2026 - CC Staff Report
ZA-01-2026 Draft Ordinance

Rachel Barry, Zoning Official, stated City Council could table the item to a date certain.
Mayor Lux expressed desire for recovery centers to be consistent with the allowances for group homes.

3.c LEGISLATIVE: ZA-03-2026 Proposed amendment to Chapter 26, Articles 3.4 and 3.5 to allow for the possible expansion of the General Single-Family and General Multi-Family Districts, and require multi-family structures within the GM Districts to comply with Article 7 with exemptions. FIRST READING.
Exhibits:
Cover Page
ZA-03-2026 - Magdalina Drive - Staff Report

ZA-03-2026 - Magdalina Drive - Ordinance

There was no discussion.

3.d QUASI-JUDICIAL: CP-01-2026 - An Ordinance of the City Council of Punta Gorda, Florida, amending the Comprehensive Plan - Future Land Use Map to reflect the change in the current designation from Low Density Residential (LDR) to High Density Residential (HDR) for 1.87 acres, of land situated in the State of Florida, County of Charlotte, lying in Section 13, Township 41, Range 22, and being further described and incorporated herein; providing for findings; providing for conflict; providing for severability; and providing an effective date. FIRST READING.

Exhibits:

Cover Page
CP-01-2026 - Magdalina Drive - FLUM Amendment - Staff Report
CP-01-2026 - Magdalina Drive - FLUM Amendment - Ordinance

Mayor Lux voiced desire that nothing greater than a duplex would be allowed.
Carl Benge, Principal Planner, explained one parcel would be able to have up to a triplex, with the remaining parcels limited to duplexes at most.
Councilmember Julian indicated a resident had expressed concern regarding the contractor's financial capacity to complete construction on the properties, questioning if there was a way to require the applicant complete the proposed construction.
City Attorney Leskovich replied he would investigate same and report back at the next meeting.
Carl Benge noted if construction were not completed, staff could pursue code enforcement on the properties.

3.e QUASI-JUDICIAL: Z-01-2026 - An Ordinance of the City of Punta Gorda, Florida, amending the City of Punta Gorda District Map for seven (7) parcels consisting of approximately 1.87 +/- acres, identified by the Charlotte County Property Appraiser as parcels 412213258001, 412213258002, 412213258003, 412213258004, 412213258005, 412213258006, and 412213258007, and being more particularly described below, from General Single Family-3.5 (GS-3.5) to General Multi-Family-10 (GM-10); providing for findings; providing for conflict; providing for severability; and providing an effective date. FIRST READING.

Exhibits:

Cover Page
Z-01-2026 - Magdalina Drive - Staff Report
Z-01-2026 - Magdalina Drive - Zoning Amendment - Ordinance

There was no discussion.

3.f QUASI-JUDICIAL: V-08-2025 - A request by Bowman Consulting Group, LTD, Applicant and Agent, authorized by Michelle Miller as Executive Vice President of NNN GP Corp., the Registered General Partner for NNN REIT, LP, Property Owner, for a variance pursuant to Chapter 26, Section 16.10, Punta Gorda Code, from multiple sections of Chapter 26 pertaining to site and building design requirements, to allow the construction of a drive-thru coffee shop on an approximate 0.78-acre parcel located at 1225 Tamiami Trail, Punta Gorda,

Florida 33950. The applicant is requesting a variance from Punta Gorda Code, Chapter 26, Section 3.10(g)(8); and Section 7.4, Subsections (a)(1), (a)(2)a., (a)(2)d., (a)(2)e., (a)(2)f., (a)(4)a., (e)(11), and (e)(12).

Exhibits:

Cover Page
V-08-2025 Application
Floor Plan (not to scale)
Site Plan (not to scale)
V-08-2025 CC Staff Report

There was no discussion.

4) ORDINANCES / RESOLUTIONS(No Public Hearing Required)

4.a A Resolution of the City Council of the City of Punta Gorda, Florida amending the budget for the Fiscal Year beginning October 1, 2025 by providing for re-appropriations and supplemental appropriations in the amounts identified in Exhibit A; and providing an effective date.

Exhibits:

Cover Page
Department Justifications
Proposed Resolution

Kristin Simeone, Finance Director, clarified all of the items addressed in this resolution were reappropriations.

5) CONSENT AGENDA

There was no discussion of the Consent Agenda.

5.a January 29, 2026, City Council Meeting Minutes

Exhibits:

Cover Page
January 29, 2026, Minutes

5.b February 10, 2026, City Council-Historic Preservation Advisory Board Joint Minutes

Exhibits:

Cover Page
February 10, 2026, Joint Meeting Minutes

5.c February 11, 2026, City Council Meeting Minutes

Exhibits:

Cover Page
February 11, 2026, Minutes

6) REGULAR AGENDA

6.a Punta Gorda Historic Mural Society Sign Approval

Exhibits:

Cover Page

PG Historic Mural Society Sign Presentation

There was no discussion.

6.b Florida League of Cities Federal Action Strike Team Fly-In
Exhibits:
Cover Page
June 2026 Federal Action Strike Team Fly-In Flyer

Councilmember Julian offered to participate.
Mayor Lux stated she was willing to attend, indicating she had travel funds available.
Councilmember Julian offered to use his personal funds to attend the event.

6.c Public Safety Radio Project
Exhibits:
Cover Page
Public Safety Radio Upgrade Project

There was no discussion.

6.d Fire Department Apparatus Replacement
Exhibits:
Cover Page
2026 Fire Dept. Apparatus Replacement

There was no discussion.

6.e Local Option Sales Tax
Exhibits:
Cover Page
Local Option Sales Tax Program Proposal Presentation
All CIP Projects Scoring List
Reverse Osmosis Expansion Project Sheet
Downtown Flooding Phase III Project Sheet
Laishley Marina Improvements Project Sheet
Fire Engine Project Sheet
Public Safety Building Project Sheet

There was no discussion.

6.f Project Updates
Exhibits:
Cover Page
PW-Project Log 2-24-26
UT-Project Log 2-25-26
CIP Project Updates 2-24-26

Councilmember Julian requested an update on the next steps for the Land Development Regulations (LDRs), speaking in favor of beginning to evaluate desired changes now.

Rachel Barry, Zoning Official, stated an agenda item would be scheduled for March 25, 2026, to present City Council with next steps.
Mayor Lux indicated she would share the information from her townhall with City Manager Reichert.
Discussion ensued regarding legislation that would allow the City to amend its LDRs this year.
Councilmember Julian inquired as to the status of the former Punta Gorda Waterfront Hotel property.
Rachel Barry replied the property owner believed he had a path forward for development, noting the Code Enforcement Board had issued an order for the property to be cleaned up.
Councilmember Julian requested an update on the flooding study.
City Manager Reichert replied the public meeting for same was anticipated for April 2026.
Councilmember Denton requested an update on the Laishley Park Splash Pad.
Ron Everts, Public Works Director, stated the original surface had been applied incorrectly, explaining a new surface was being applied at no cost to the City.

7) BOARDS / COMMITTEE

There was no discussion of board or committee agenda items.

7.a Announcement of Vacancies: Building Board (1 regular)

Exhibits:
Cover Page
Building Board

7.b Announcement of Vacancies: Burnt Store Isles Canal Advisory Committee (1 regular and 1 alternate)

Exhibits:
Cover Page
Burnt Store Isles Canal Advisory Committee

7.c Announcement of Vacancies: Code Enforcement Board (1 regular)

Exhibits:
Cover Page
Code Enforcement Board

7.d Announcement of Vacancies: Utility Advisory Board (1 regular and 1 alternate)

Exhibits:
Cover Page
Utility Advisory Board

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

Exhibits:
Cover Page
Martin Application

7.f Nominations: Punta Gorda Isles Canal Advisory Committee (1 alternate)

Exhibits:
Cover Page

Punta Gorda Isles Canal Advisory Committee
Merritt Application

7.g Appointment: Police Officers' Pension Board (1 City resident member)
Exhibits:
Cover Page
Police Officers' Pension Board
Cummings Application

8) REPORTS FROM CITY OFFICERS

There were no reports from City officers.

8.a City Clerk

8.b City Manager

8.c City Attorney

9) COUNCIL MEMBER COMMENTS

Councilmember Julian stated he had spoken with the property owner of the residential sports court, opining City Council had made a mistake in making a decision without notifying the property owner to provide an opportunity for comment.
City Manager Reichert noted the changes discussed would require a public hearing for an ordinance amendment, indicating the property owner would be notified of same.

10) PUBLIC INPUT

10.a 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.

There was no public comment.

ADJOURNMENT

The meeting adjourned at 9:16 a.m.

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 8/2026

CONSENT AGENDA

Title:	March 11, 2026, City Council Meeting Minutes
Funds:	Not applicable.
Recommended Action:	City Council approve the minutes.
Summary:	The minutes of the March 11, 2026, City Council meeting are available for review and approval.
Department/Division:	City Clerk

EXHIBITS:

1. March 11, 2026, Minutes

CITY OF PUNTA GORDA, FLORIDA
CITY COUNCIL REGULAR MEETING MINUTES
MARCH 11, 2026, 9:00 A.M.
120 LAISHLEY COURT
PUNTA GORDA, FL 33950

MEMBERS PRESENT: Denton, Julian, Lockhart, Lux, Polk

CITY STAFF PRESENT: City Manager Reichert; City Attorney Leskovich; Kristin Simeone, Finance Director; Tom Spencer, Utilities Director; Ron Everts, Public Works Director; Jeff Payne, Human Resources Manager; Boyd Lawrence, Planning Director; Pam Smith, Police Chief; Holden Gibbs, Fire Chief; Anne Heinen, Procurement Manager; Alicia Oates, Interim Information Technology Manager; Deputy City Clerk Falkner

CALL TO ORDER

Mayor Lux called the meeting to order at 9:00 a.m., followed by the Pledge of Allegiance.
Carlo Gargiulo provided the invocation.
Mayor Lux announced the next Council meeting would held on March 25, 2026, at the Laishley Community Room.
Councilmember Julian noted that Senate Bill 840 had stalled in the House but that there was still hope the State legislature could approve same.
Mayor Lux announced a Veterans Resource Fair would be held on on March 27, 2026.

AGENDA APPROVAL

Consensus of City Council was to table Item 3.b.

1) PROCLAMATIONS / PRESENTATIONS

1.a Recognition of Robert Knabe

Exhibits:
Cover Page

Deputy City Clerk Falkner presented a certificate of appreciation to Robert Knabe for his dedicated service on the Punta Gorda Isles Canal Advisory Committee.

1.b Government Finance Professionals Week

Exhibits:
Cover Page
Government Finance Professionals Week 2026

Councilmember Julian presented the proclamation to Kristin Simeone, Finance Director.

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.

James Merritt introduced himself as an applicant for the Punta Gorda Isles Canal Advisory Committee, reviewing his interest and qualifications.

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.
Exhibits:
Attachment

Joseph Comeaux commented on a recent letter to the editor, expressing frustration with delays in several City repair projects.
Tim Ritchie requested City Council consider adopting an ordinance banning glyphosate, speaking on the harmful properties of same. He suggested establishing industrial waste facilities at each Mosaic facility.
Reese Finley spoke briefly on the residential sports court.
Benjamin Boccardo also spoke on the residential sports court and recent citizen complaints regarding same, expressing desire to be able to continue to use the residential sports court.
Nancy Palmer spoke in favor of the residential sports court, requesting Council decline to impose additional regulations on same.
Chase Gray spoke in favor of the positive impact of the residential sports court in his neighborhood.
Ashley D'Orazio-Bradfield commented on the positive atmosphere of her neighborhood, speaking in favor of the residential sports court. She also expressed concerns about videos being posted with images of minor children.
Frank Bradfield also spoke on the neighborhood dynamic where the residential sports court was located, expressing concern that additional restrictions would run afoul of property owner rights and were outside the scope of municipal authority.
Gabriel spoke on his experience with the residential sports court, expressing fear when the police were called on him and his friends for playing outside. He also voiced concern about being filmed by a neighbor while playing.
Lucas Boccardo addressed concerns raised at previous Council meeting regarding the residential sports court. He thanked Wendy Mueller for raising concerns about City Council imposing additional regulations on the residential sports court.
Maria Compton spoke against additional regulations for residential sports courts, speaking on the positive impact of the sports court on the neighborhood and expressing great disappointment that a video of her children was played and made part of the public record without her consent.
Joaquin Boccardo spoke on the negative impact of a neighbor on his family due to children playing on their residential sports court.
Sila Percent spoke on his experience playing on the residential sports court.
Julianna Percent also spoke on her positive experiences playing on the residential sports court.

Abraham Mills spoke in favor of the residential sports court and requested Council not impose additional restrictions regarding same.
Melissa Wahlberg spoke in favor of Council not imposing additional regulations on residential sports court.
Bert Wahlberg also spoke in favor of the residential sports court and of supporting young families in the City.
Kathleen Davis expressed concern about additional regulations on recreational activities on private property.
Betsy Wren spoke on the residential sports court, expressing concern about the noise and light pollution from same. She requested Council consider reasonable restrictions to protect the entire neighborhood.
Robyn Bane spoke against the residential sports court, expressing concern about the noise and light. She opined that regulations were needed before other courts, like pickleball courts, were installed on residential properties.
John Kingsbury spoke in favor of the residential sports court, requesting Council consider multiple perspectives and not become involved in a dispute between property owners.
Debbie Cotellessa spoke briefly on the history of issues related to the residential sports court, requesting Council impose reasonable restrictions on same. She noted there had not been issues with the outdoor activities until the sports court was installed.
Cindy O'Hara spoke briefly on the residential sports court and then reiterated her opposition to the Bayfront project.
Mike Polk spoke on the residential sports court issue, speaking in favor of encouraging kid-friendly amenities within the City.
Noel Hyde spoke on the storm shutters still installed on historic City Hall, expressing frustration that same negatively impacted the City's image for residents and visitors.
Mariano Verrico spoke on the residential sports court issue.
Councilmember Lockhart acknowledged the emotional investment in the residential sports court, suggesting City Council should explore objective and neutral regulations that ensure the maximum enjoyment of the community.
Kim Kitko, Homeowners Against Landfill Odor (HALO), spoke against the landfill on Zemel Road, requesting City Council support HALO file a petition to request restrictions be added to an upcoming consent order.
Michael Bradford, HALO, also spoke on the Zemel Road landfill, expressing concern about increasing development and encouraging City Council to engage with his organization to address the odor concerns.

NOTE: Council recessed for a break at 10: 24 a.m., reconvening at 10:37 a.m.

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

3.a LEGISLATIVE: SV-01-2025 - A request by Suntoshi, Inc. property owner, the vacate a utility easement located between Lots 1 through 4 and Lots 5 and 9, Block 36, City of Punta Gorda, according to the Plat thereof as recorded in Plat Book 1, Page 13, of the Public Records of Charlotte County, Florida.
Exhibits:
Cover Page
SV-01-2025 Application

SV-01-2025 CC Staff Report

City Attorney Leskovich read the agenda item by title.
Rachel Barry, Zoning Official, reviewed the request to vacate a 1-foot wide utility easement, stating City staff and the Planning Commission recommended approval.
Mayor Lux opened the floor for public comment, calling three times for same.
Councilmember Lockhart **MOVED** to close the public hearing, **SECONDED** by Councilmember Julian.
MOTION CARRIED UNANIMOUSLY.
Councilmember Denton **MOVED** to approve the street vacation request, **SECONDED** by Councilmember Polk.
MOTION CARRIED UNANIMOUSLY.

3.b LEGISLATIVE: ZA-01-2026 - An Ordinance of the City of Punta Gorda, Florida, amending Chapter 26, Punta Gorda Code, the City of Punta Gorda Land Development Regulations, to establish procedures for the review and approval of certified recovery residences and a process for requesting reasonable accommodations from local land use regulations as mandated by Florida law, including Section 397.487(15)(a), Florida Statutes; amending Article 3, Section 3.2(c) "EP, Environmental Preserve District - Uses Permitted with Conditions"; section 3.4(c) "GS, General Singe-Family Residential District - Uses Permitted with Conditions Section 3.5(c) "GM, General Multi-Family Residential District - Uses Permitted with Conditions"; Section 3.6(c)"; "MH, Manufactured Home District - Uses Permitted with Conditions"; Section 3.7(c) "NR, Neighborhood Residential District - Uses Permitted with Conditions"; Section 3.8(c) "NC, Neighborhood Center District - Uses Permitted with Conditions"; and Section 3.9(c) "CC, City Center District - Uses Permitted with Conditions"; amending Article 4 to adopt a new Section 4.42; providing for implementation of administrative actions; providing a savings clause; providing for codification and scrivener's errors; providing for severability; providing for conflicts; and providing an effective date. FIRST READING.
Exhibits:
Cover Page
ZA-01-2026 Draft Business Impact Analysis
ZA-01-2026 - CC Staff Report
ZA-01-2026 Draft Ordinance

This item was tabled during Agenda Approval.

3.c LEGISLATIVE: ZA-03-2026 Proposed amendment to Chapter 26, Articles 3.4 and 3.5 to allow for the possible expansion of the General Single-Family and General Multi-Family Districts, and require multi-family structures within the GM Districts to comply with Article 7 with exemptions. FIRST READING.
Exhibits:
Cover Page
ZA-03-2026 - Magdalina Drive - Staff Report
ZA-03-2026 - Magdalina Drive - Ordinance

City Attorney Leskovich read the proposed ordinance by title only.

Carl Benge, Planner, reviewed the proposal to expand the General Single-Family and General Multi-Family Districts, noting same would allow the disputed duplex construction on Magdalina Drive to move forward. He also stated the text amendment was needed for future planning purposes, independent of the Magdalina Drive dispute. He reviewed the proposed text changes, noting that staff recommended approval of the proposed Code amendments.
Mayor Lux opened the floor for public comment, calling three times for same.
Councilmember Lockhart **MOVED** to close the public hearing, **SECONDED** by Councilmember Julian.
MOTION CARRIED UNANIMOUSLY.
Councilmember Lockhart **MOVED** to approve proposed amendments to Chapter 26, **SECONDED** by Councilmember Polk.
MOTION CARRIED UNANIMOUSLY.

3.d QUASI-JUDICIAL: CP-01-2026 - An Ordinance of the City Council of Punta Gorda, Florida, amending the Comprehensive Plan - Future Land Use Map to reflect the change in the current designation from Low Density Residential (LDR) to High Density Residential (HDR) for 1.87 acres, of land situated in the State of Florida, County of Charlotte, lying in Section 13, Township 41, Range 22, and being further described and incorporated herein; providing for findings; providing for conflict; providing for severability; and providing an effective date. FIRST READING.

Exhibits:

Cover Page
CP-01-2026 - Magdalina Drive - FLUM Amendment - Staff Report
CP-01-2026 - Magdalina Drive - FLUM Amendment - Ordinance Attachment

City Attorney Leskovich reviewed the process for quasi-judicial hearings and inquired about ex parte communications or financial conflicts of interest.
Councilmember Julian stated he had met with neighbors to the subject properties.
City Attorney Leskovich read the proposed ordinance by title only and swore in participants.
Carl Benge reviewed the proposed changes to the Future Land Use Map (FLUM), noting same was a companion request to ZA-03-2026, expanding zoning designations, to accommodate the City's proposed solution for the Magdalina Drive duplexes. He briefly reviewed the history of the Magdalina Drive duplexes, stating staff recommended approval and noting the Planning Commission had voted 6-1 to recommend same.
Mayor Lux inquired about requiring setbacks on subject properties consistent with existing requirements for single-family structures.
Carl Benge responded that same would have to be agreed to by the property owner.
Councilmember Polk inquired whether proximity to seawalls affected setback requirements, receiving confirmation from Carl Benge that subject properties did not abut a seawall.
Bill Morgan, applicant for Lewis Maguire Homes, provided a brief presentation on how the construction would move forward if the proposed changes to the zoning designation were approved. He spoke on the density, noting the maximum allowable construction would be for duplexes except the largest lot, which would

allow a triplex structure. He spoke on the role of duplexes in supplying affordable housing for the community, noting younger homeowners may be unable to afford single-family residences in the City. He also stated that while zoning changes could not be conditioned on completed construction, he had every intent of finishing the partially constructed duplexes.

Mayor Lux inquired about the building height, receiving confirmation from applicant that same would be consistent with height of existing single-family residences. She inquired if 35-foot building height and 25-foot setbacks would be consistent with proposed construction.

Mayor Lux opened the floor for public comment, calling three times for same.

Marisol spoke in favor of Council approving a variance for the subject properties rather than adopting a zoning designation change for the entire block, expressing concern with increased congestion. She responded to comments made at the Planning Commission meeting regarding environmental concerns, noting the land was not a designated nature preserve.

Cindy O'Hara spoke on traffic in the area, noting she had not experienced congestion for many years. She spoke in favor of Council approving the zoning change.

John Chalifoux, 2920 Magdalina Drive, expressed frustration that property owners were not consulted prior to staff completing their report recommending a zoning change. He recalled previous conversations with Lisa Hannon, former Planning Director, and stated he had spoken strongly against same. He briefly reviewed the history of the partially constructed duplexes, detailing conversations with applicant. He spoke against the zoning change.

Tim Ritchie spoke about the neighborhood, opining that Council should enact a moratorium on more residential construction for a period of 5 years. He spoke in favor of allowing applicant to complete the partially duplexes.

Les Lawrence, Magdalina Drive, expressed frustration about delays and spoke against duplexes on the street.

Mary Kim Castellano, 2823 Bayberry Avenue, spoke against the rezoning, expressing concern about increased density and negative impacts on drainage.

Bonnie Chalifoux, 2920 Magdalina Drive, spoke against the proposed rezoning, noting that multi-family lots were assessed more for tax purposes. She inquired whether the builder could redo the construction plans to fit a single-family structure.

Councilmember Julian **MOVED** to close the public hearing, **SECONDED** by Councilmember Lockhart.

MOTION CARRIED UNANIMOUSLY.

Carl Benge reviewed previous discussions, noting that "spot zoning" was prohibited and the properties were ineligible for a variance.

Discussion ensued regarding proposed solutions and concerns about increased taxes.

Councilmember Julian inquired about revising the building plans to accommodate single-family construction.

Bill Morgan responded that same had been investigated, recalling issues with meeting setback requirements and addressing demand for large single-family homes, noting same would be approximately 2,700 square feet if constructed as single-family residences.

City Attorney Leskovich stated there could be significant legal concerns regarding tax assessment.

Discussion ensued regarding applicability of homestead exemptions and tax implications.
Councilmember Polk spoke in favor of obtaining information from the Charlotte County Tax Collector regarding valuation and tax assessment issues raised this date.
John Chalifoux, 2920 Magdalina Drive, provided information on the valuation of other properties owned by applicant as available on the County Property Appraiser website.
Discussion continued regarding land valuation for the subject and neighboring properties on Magdalina Drive.
Councilmember Lockhart spoke against rezoning existing property owners who were opposed to same.
Councilmember Polk inquired whether a special exception would be available.
Rachel Barry stated that same would not be an option as duplexes were not an allowable use of a property zoned single-family residential.
Discussion continued to summarize options before Council, including rezoning, revising building plans, or requiring contractor to tear out the partial construction and start over, and implications of same.
Councilmember Denton **MOVED** to approve the FLUM amendment, **SECONDED** by Councilmember Polk.
Councilmember Lockhart reminded those in attendance that the first reading gave Council opportunity to continue discussion before adopting final changes.
AYE: Denton, Polk, Lux
NAY: Lockhart, Julian
MOTION CARRIED 3-2.

3.e QUASI-JUDICIAL: Z-01-2026 - An Ordinance of the City of Punta Gorda, Florida, amending the City of Punta Gorda District Map for seven (7) parcels consisting of approximately 1.87 +/- acres, identified by the Charlotte County Property Appraiser as parcels 412213258001, 412213258002, 412213258003, 412213258004, 412213258005, 412213258006, and 412213258007, and being more particularly described below, from General Single Family-3.5 (GS-3.5) to General Multi-Family-10 (GM-10); providing for findings; providing for conflict; providing for severability; and providing an effective date. FIRST READING.
Exhibits:
Cover Page
Z-01-2026 - Magdalina Drive - Staff Report
Z-01-2026 - Magdalina Drive - Zoning Amendment - Ordinance

City Attorney Leskovich read the proposed ordinance by title only and confirmed no ex parte communications had taken place and no financial conflict of interest existed regarding this request. He then swore in participants.
Carl Benge entered testimony from the FLUM amendment into the record.
Mayor Lux opened the floor for public comment, calling three times for same.
Councilmember Denton inquired about estimated completion date.
Bill Morgan, applicant, stated they would comply with permit requirements.
John Chalifoux, 2920 Magdalina Drive, spoke against Council's decision, indicating he may seek legal action to oppose rezoning.
Councilmember Lockhart **MOVED** to close the public hearing, **SECONDED** by Councilmember Polk.
MOTION CARRIED UNANIMOUSLY.

Councilmember Polk **MOVED** to approve Z-01-2026, **SECONDED** by Councilmember Denton.
AYE: Lux, Polk, Denton
NAY: Lockhart, Julian
MOTION CARRIED 3-2.
Carl Benge noted there would be a 30-day waiting period following final approval. City Manager Reichert confirmed the second readings would occur at the March 25, 2026, Council meeting.

3.f QUASI-JUDICIAL: V-08-2025 - A request by Bowman Consulting Group, LTD, Applicant and Agent, authorized by Michelle Miller as Executive Vice President of NNN GP Corp., the Registered General Partner for NNN REIT, LP, Property Owner, for a variance pursuant to Chapter 26, Section 16.10, Punta Gorda Code, from multiple sections of Chapter 26 pertaining to site and building design requirements, to allow the construction of a drive-thru coffee shop on an approximate 0.78-acre parcel located at 1225 Tamiami Trail, Punta Gorda, Florida 33950. The applicant is requesting a variance from Punta Gorda Code, Chapter 26, Section 3.10(g)(8); and Section 7.4, Subsections (a)(1), (a)(2)a., (a)(2)d., (a)(2)e., (a)(2)f., (a)(4)a., (e)(11), and (e)(12).
Exhibits:
Cover Page
V-08-2025 Application
Floor Plan (not to scale)
Site Plan (not to scale)
V-08-2025 CC Staff Report
Attachment

City Attorney Leskovich read the agenda item by title only. He confirmed with Councilmembers that no ex parte communications had taken place and no financial conflict of interest existed related to this application. He then swore in hearing participants.
Rachel Barry reviewed the variance request regarding design features for 7 Brews Coffee, noting staff and the Board of Zoning Appeals (BZA) recommended approval of same with conditions and modifications requested at the BZA public hearing held February 23, 2026.
Elijah Basile, on behalf of applicant, gave a brief summary of the business operations. He reviewed traffic flow through the site and proposed landscaping.
Drew Deegan, 7 Brews Coffee, reviewed the floor plan, noting the modifications regarding glazing panels and siding material on the building exterior facing Tamiami Trail.
Councilmember Polk spoke positively on the look of the modified plans.
Mayor Lux opened the floor for public comment, calling three times for same.
Councilmember Lockhart **MOVED** to close the public hearing, **SECONDED** by Councilmember Julian.
MOTION CARRIED UNANIMOUSLY.
Councilmember Lockhart **MOVED** to approve V-08-2025 with conditions listed in staff report, **SECONDED** by Councilmember Polk.
MOTION CARRIED UNANIMOUSLY.

4) ORDINANCES / RESOLUTIONS(No Public Hearing Required)

4.a A Resolution of the City Council of the City of Punta Gorda, Florida amending the budget for the Fiscal Year beginning October 1, 2025 by providing for re-appropriations and supplemental appropriations in the amounts identified in Exhibit A; and providing an effective date.
Exhibits:
Cover Page
Department Justifications
Proposed Resolution

City Attorney Leskovich read the proposed resolution by title only.
Kristin Simeone, Finance Director, reviewed the proposed reappropriations for the General Fund.
Mayor Lux inquired about in-house lot mowing.
Kristin Simeone responded that assessment rate for lot mowing had factored in carryover funds for same during last budget cycle.
Rachel Barry stated City currently utilized a vendor for lot mowing, detailing related administrative tasks handled by City staff.
Discussion ensued regarding use of funds from lot mowing assessments.
Mayor Lux also inquired about costs for the Comprehensive Plan (Comp Plan).
City Manager Reichert responded that same could be used for specialist legal review and other costs related to updating and revising the Comp Plan.
Councilmember Polk **MOVED** to approve the budget amendment, **SECONDED** by Councilmember Lockhart.
MOTION CARRIED UNANIMOUSLY.

5) CONSENT AGENDA

Councilmember Lockhart **MOVED** to approve the Consent Agenda, **SECONDED** by Councilmember Julian.
MOTION CARRIED UNANIMOUSLY.

5.a January 29, 2026, City Council Meeting Minutes
Exhibits:
Cover Page
January 29, 2026, Minutes

5.b February 10, 2026, City Council-Historic Preservation Advisory Board Joint Minutes
Exhibits:
Cover Page
February 10, 2026, Joint Meeting Minutes

5.c February 11, 2026, City Council Meeting Minutes
Exhibits:
Cover Page
February 11, 2026, Minutes

6) REGULAR AGENDA

6.a Punta Gorda Historic Mural Society Sign Approval

Exhibits:
Cover Page
PG Historic Mural Society Sign Presentation

Kelly Gaylord, Punta Gorda Historic Mural Society (Mural Society), provided information on an historic marker to be replaced for the Baker Academy, noting the school's importance in local history and its role serving current pre-K students. She stated the plaque was donated by the Mural Society, adding they would also handle ongoing maintenance.
Councilmember Denton **MOVED** to approve the Baker Academy marker, **SECONDED** by Councilmember Polk.
MOTION CARRIED UNANIMOUSLY.

6.b Florida League of Cities Federal Action Strike Team Fly-In

Exhibits:
Cover Page
June 2026 Federal Action Strike Team Fly-In Flyer

Deputy City Clerk Falkner reviewed the invitation from Florida League of Cities (FLC) for the federal advocacy trip, noting that only one elected official was requested to attend in order to comply with Sunshine Laws. She reviewed the current expenditures in the Council's travel and registration accounts.
Councilmember Polk acknowledged the value of participation in FLC events, but suggested local efforts were more cost-effective and meaningful to the City.
Councilmember Julian stated he would like to attend as the designated FLC representative and volunteered to cover the trip costs.
Consensus of Council was to allow Councilmember Julian to do so.

NOTE: Council took a break at 12:25 p.m. and reconvened at 12:37 p.m.

6.c Public Safety Radio Project

Exhibits:
Cover Page
Public Safety Radio Upgrade Project

Pam Smith, Police Chief, reviewed the Police Department's request to use 1% Local Option Sales Tax funds to upgrade the department radios to address compatibility issues with Charlotte County's encryption-capable equipment, emphasizing the importance of interagency communications in maintaining public safety. She reviewed the various purchasing options available, also touching on the need for the Fire Department to replace and update their radios to maintain advanced life support certification.
Mayor Lux inquired about funding partial replacement while looking for grant opportunities.
Chief Smith discussed the obstacles with partial encryption, noting the encrypted radios could not communicate to unencrypted radios.
Councilmember Lockhart spoke in favor of Option 1 as the best long-term solution.

Councilmember Polk concurred, noting same remedied an issue presented by the Charlotte County Sheriff's Office as part of their argument to consolidate 911 call centers.
Mayor Lux inquired about the impact on future 1% sales tax program projects. Kristin Simeone, Finance Director, confirmed the funds would come from the current Public Safety Expansion project, noting same would need to be replaced. Councilmember Lockhart **MOVED** to approve an allocation of sales tax funds designated for the Public Safety Complex Expansion project to cover the cost of equipment upgrades described as Option 1 in Chief Smith's memorandum, **SECONDED** by Councilmember Julian.
MOTION CARRIED UNANIMOUSLY.

6.d Fire Department Apparatus Replacement

Exhibits:

Cover Page
2026 Fire Dept. Apparatus Replacement

Holden Gibbs, Fire Chief, reviewed the Fire Department's request for apparatus replacement, reviewing the current lifecycle and usage of other engines. He stated the upgrade was needed to maintain continuity of operations and ensure emergency vehicles were available to respond when needed, noting the cost was approximately $1 million and the timeframe to acquisition was 30 months. Kristin Simeone recommended payment in full based on City's current interest rates and budgeting. She noted the funds could be drawn from General Fund reserves and, if approved under the Local Sales Tax ballot measure, the funds could be reappropriated accordingly.
Councilmember Lockhart inquired about revising call-out criteria for larger apparatus, suggesting same may reduce wear and tear on the equipment. Chief Gibbs responded regarding chase vehicle implementation, noting that his primary concerns were having sufficient manpower and equipment available. Discussion ensued regarding cost-saving measures and budgeting for fire trucks. Councilmember Polk **MOVED** to approve the apparatus replacement request without prepayment, **SECONDED** by Councilmember Julian.
MOTION CARRIED UNANIMOUSLY.

6.e Local Option Sales Tax

Exhibits:

Cover Page
Local Option Sales Tax Program Proposal Presentation
All CIP Projects Scoring List
Reverse Osmosis Expansion Project Sheet
Downtown Flooding Phase III Project Sheet
Laishley Marina Improvements Project Sheet
Fire Engine Project Sheet
Public Safety Building Project Sheet

Boyd Lawrence, Planning Director, gave a presentation on the proposed projects for the local sales tax program extension, noting same had been reviewed and ranked by the Sales Tax Committee with recommendations for Council consideration. He then reviewed the top 5 ranked projects and the scoring criteria used.

Councilmember Lockhart inquired about quorum issues and nonattendance, requesting information regarding same.
Mayor Lux expressed concern about taking on new projects over unfinished projects from the previous sales tax program. She also inquired about loan options from the General Fund for the Laishley Marina and to recoup funds once the marina was operational.
Kristin Simeone stated she could investigate options for a loan with City Attorney Leskovich.
Discussion ensued regarding the Laishley Marina as well as the phases of the downtown flooding study and work completed in prior downtown flooding studies.
Boyd Lawrence noted the project list, with related allocations and priority, would be finalized at the next Council meeting and sent to the County for approval and inclusion on the November 2026 ballot.

6.f Project Updates
Exhibits:
Cover Page
PW-Project Log 2-24-26
UT-Project Log 2-25-26
CIP Project Updates 2-24-26

City Manager Reichert reviewed project updates. She also addressed some issues brought up during public comment, noting the "R" on the Herald Court parking garage would be replaced and addressed the fencing around Annex parking lot.

7) BOARDS / COMMITTEE

Mayor Lux requested Council consider Terry Zeigler's application to the Historic Preservation Advisory Board, noting there was a vacancy due to forfeiture under the absence policy.
Deputy City Clerk Falkner reviewed the process for vacancy announcements, nominations and appointments, stating it was Council's prerogative to set aside or amend same.
Councilmember Polk **MOVED** to nominate and appoint Terry Zeigler to the Historic Preservation Advisory Board, **SECONDED** by Julian.
MOTION CARRIED UNANIMOUSLY.

7.a Announcement of Vacancies: Building Board (1 regular)
Exhibits:
Cover Page
Building Board

Deputy City Clerk Falkner announced the vacancy.

7.b Announcement of Vacancies: Burnt Store Isles Canal Advisory Committee (1 regular and 1 alternate)
Exhibits:
Cover Page
Burnt Store Isles Canal Advisory Committee

Deputy City Clerk Falkner announced the vacancies.

7.c Announcement of Vacancies: Code Enforcement Board (1 regular)
Exhibits:
Cover Page
Code Enforcement Board

Deputy City Clerk Falkner announced the vacancy.

7.d Announcement of Vacancies: Utility Advisory Board (1 regular and 1 alternate)
Exhibits:
Cover Page
Utility Advisory Board

Deputy City Clerk Falkner announced the vacancies.

7.e Nominations: Punta Gorda Housing Authority (1 commissioner seat)
Exhibits:
Cover Page
Martin Application

Deputy City Clerk Falkner stated Alexia Martin had expressed an interest in continuing to serve and was eligible to do so, noting appointment would be for a 3-year term expiring May 2029.
Councilmember Lockhart **MOVED** to nominate and reappoint Alexia Martin, **SECONDED** by Councilmember Polk.
MOTION CARRIED UNANIMOUSLY.

7.f Nominations: Punta Gorda Isles Canal Advisory Committee (1 alternate)
Exhibits:
Cover Page
Punta Gorda Isles Canal Advisory Committee
Merritt Application

Deputy City Clerk Falkner stated James Merritt had expressed an interest in serving and was eligible to do so, noting the appointment would be for a 3-year alternate term expiring 2029.
Councilmember Polk **MOVED** to nominate and appoint James Merritt, **SECONDED** by Councilmember Denton.
MOTION CARRIED UNANIMOUSLY.

7.g Appointment: Police Officers' Pension Board (1 City resident member)
Exhibits:
Cover Page
Police Officers' Pension Board
Cummings Application

Deputy City Clerk Falkner stated the City resident seat was for a 4-year term expiring March 2030. She recalled Council had nominated Jaha Cummings at the January 29, 2026, meeting. She stated no other applications for the City resident seat on the Police Officers' Pension Board had been received, noting Council

could choose to appoint Mr. Cummings, continue the nomination to a date certain, or withdraw the nomination and continue to announce the vacancy. Councilmember Polk **MOVED** to appoint Jaha Cummings, **SECONDED** by Councilmember Lockhart.
MOTION CARRIED UNANIMOUSLY.

8) REPORTS FROM CITY OFFICERS

8.a City Clerk

Deputy City Clerk Falkner confirmed that Councilmember Julian would pay for his own registration for the Florida League of Cities' FAST Fly-In trip. She then stated the Clerk's Office had been approved to participate in Suncoast Remake Learning Days, noting events would take place on April 18, 2026, at the Laishley Community Room and on April 24, 2026, at Laishley Park. She also stated candidates interested in running for City Council this year should schedule orientation with the City Clerk's Office to review the candidate information packet, copies of which were available on the City's website. She also welcomed Delicia Damaso to the City Clerk's Office, noting she was in training to assume Business Tax Coordinator duties. Lastly, she stated that planning was underway for Fall Festival 2026, which would be held at Laishley Park on Saturday, October 17, 2026, with the Punta Gorda Chamber of Commerce as this year's co-host.

8.b City Manager

City Manager Reichert expressed gratitude to all City employees. She then requested that media relations be handled by Assistant City Manager Bonasera, noting he had done a wonderful job coming along since his hiring. She reviewed a resident letter of thanks to the Punta Gorda Fire Department for their assistance with a smoke detector installation. She noted the Heart of the Harbor Community Conversations event would be held March 26, 2026, from 4:00 to 6:00 p.m. at the Punta Gorda Library.

8.c City Attorney

City Attorney Leskovich had no additional comments.

9) COUNCIL MEMBER COMMENTS

Councilmember Polk thanked Chief Smith for having a law enforcement officer patrolling speed zones in District 1.
Mayor Lux suggested education on the City's mangrove trimming program would benefit the public. She suggested consideration for using the attorney that had provided guidance on the City's repealed Land Development Regulations and consideration for limits on turf in place of grass. She then requested residents abide by the irrigation restrictions.

10) PUBLIC INPUT

10.a 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.

Tim Ritchie spoke on the local sales tax program and restricted water usage, speaking in opposition to Mosaic.
Mayor Lux requested consensus to discuss HALO's request regarding a letter of support on the next regular agenda.
Consensus of City Council was to do so.
Maria Compton, Hibiscus Court, thanked Council for hearing comments on the residential sports court.
Cindy O'Hara requested additional agenda copies and also spoke on the Bayfront Center project.
A resident of Bayshore Court thanked Council for considering the residential sports court issue, suggesting they needed to witness the issue firsthand.

ADJOURNMENT

The meeting adjourned at 1:54 p.m.

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 8/2026

CONSENT AGENDA

Title:	Invoice of Persson, Cohen & Mooney, P.A. for legal services rendered through March 4, 2026, in the amount of $1,499.40.
Funds:	General
Recommended Action:	City Council approval
Summary:	All invoices for legal services rendered to the City are brought to Council for approval. Persson, Cohen & Mooney, P.A. provides legal counsel to the City's Advisory Boards and Committees on an as needed basis. Fiscal year expenses, including this invoice, total $5,255.60.
Department/Division:	City Manager

EXHIBITS:

1. Invoice #6762 in the amount of $ 1,499.40

PERSSON, COHEN, MOONEY, FERNANDEZ & JACKSON, P.A.
ATTORNEYS AND COUNSELORS AT LAW

INVOICE

Invoice # 6762
Date: 03/04/2026
Due On: 04/04/2026

City of Punta Gorda
acarney@cityofpuntagordafl.com

Statement of Account

Outstanding Balance		New Charges		Payments Received		Total Amount Outstanding
($1,261.40	+	$1,499.40	) - (	$0.00	) =	**$2,760.80**

PGORDA

City of Punta Gorda

Type	Timekeeper	Date	Notes	Quantity	Rate	Total
Service	KA	02/13/2026	CODE ENFORCEMENT BOARD: Discuss upcoming meeting with Attorney Lewis.	0.20	$238.00	$47.60
Service	KA	02/18/2026	CODE ENFORCEMENT BOARD: Review agenda package.	1.00	$238.00	$238.00
Service	KA	02/19/2026	CODE ENFORCEMENT BOARD: Travel to and attend regular meeting; spoke with staff and Board Member after conclusion of meeting.	3.80	$238.00	$904.40
Service	KA	02/20/2026	CODE ENFORCEMENT BOARD: Email to City Clerk regarding quorum research.	0.20	$238.00	$47.60
Service	DPL	02/22/2026	CODE ENFORCEMENT BOARD: Review agenda for meeting and review email responses to board and staff questions.	1.00	$238.00	$238.00
Service	KA	02/23/2026	CODE ENFORCEMENT BOARD: Draft and send email to Board Member.	0.10	$238.00	$23.80

Subtotal	**$1,499.40**
Total	**$1,499.40**

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
6718	03/03/2026	$1,261.40	$0.00	$1,261.40

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
6762	04/04/2026	$1,499.40	$0.00	$1,499.40
			Outstanding Balance	**$2,760.80**
			Total Amount Outstanding	**$2,760.80**

Please make all amounts payable to: Persson, Cohen, Mooney, Fernandez & Jackson, P.A. and remit to 6853 ENERGY COURT, LAKEWOOD RANCH, FL 34240.

For any inquiries, please contact us at 941-306-4730. Payment is due 30 days from receipt of this invoice. Thank you.

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 8/2026

CONSENT AGENDA

Title:	Demolition Permits Update
Funds:	Not applicable.
Recommended Action:	Information only.
Summary:	As of March 1, 2026, these are the demolition permits that have been issued.
Department/Division:	Building

EXHIBITS:

1. Demo Permits

PERMITS ISSUED REPORT
3/01/26 THRU 3/23/26
DEPARTMENT - BUILDING DEPARTMENT
PERMIT TYPE - BDEM DEMOLITION PERMIT
OBTAINED VALUATION FROM PERMIT VALUATION

APPLICATION	APPLICATION TYPE AND DESCRIPTION / DATE	ADDRESS/ Parcel Number / County PA Number	PROPERTY OWNER/ CONTRACTOR
26-00197063	BDOS DEMOLITION/OTHER STRUCTURES 1/23/26	9416 SUNBEAM CIR 9416-9416-ZZZ-000 9416 41321128002	DR HORTON INC D.R. HORTON, INC.
	STRUCTURE - 000 000 PERMIT TYPE - BDEM 00 DEMOLITION PERMIT	ISSUE DATE 3/04/26	VALUATION 500
26-00197597	BSFI SINGLE FAMILY INTERIOR 3/10/26	1308 LEMON ST 0116-0000-PUG-000 412307178002	SCHERLACHER JOHN PETER BRJ RESTORATION, LLC
	STRUCTURE - 000 000 PERMIT TYPE - BDEM 00 DEMOLITION PERMIT	ISSUE DATE 3/16/26	VALUATION 26866

TOTAL PERMITS ISSUED 2 TOTAL PERMITS HELD 0

TOTAL PERMIT VALUATION 27,366

GRAND TOTAL ISSUED 2 GRAND TOTAL HELD 0

GRAND TOTAL PERMIT VALUATION 27,366

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 8/2026

REGULAR AGENDA

Title: Peace River Wildlife Center Fourth Amendment to Ground Lease

Funds:

Recommended Action: Council approve or reject the fourth amendment to the ground lease with Peace River Wildlife Center.

Summary: Peace River Wildlife Center is formally a fourth amendment to the ground lease to extend the time for completing the Initial Phase Improvements to no later than November 15, 2026.

Department/Division: City Manager / Legal

EXHIBITS:

1. 2026.03.12 - Fourth Amendment to Ground Lease
2. All Lease Agreements
3. *PG Lease Pricing Data 2026 updated

FOURTH AMENDMENT TO GROUND LEASE
Peace River Wildlife Center
Henry Street Parcel

THIS FOURTH AMENDMENT to Ground Lease is made effective the ____ day of _____, 2026, by and between CITY OF PUNTA GORDA, FLORIDA, a Florida municipal corporation (herein referred to as "City"), and PEACE RIVER WILDLIFE CENTER, INC., a Florida not-for-profit corporation (herein referred to as "PRWC").

WITNESSETH:

WHEREAS, City and PRWC are parties to that Ground Lease bearing date the 15th day of April 2020 (herein referred to as "Lease"); and

WHEREAS, the Lease has been amended pursuant to First Amendment to Ground Lease dated November 3, 2021; Second Amendment to Ground Lease dated July 7, 2023; and Third Amendment to Ground Lease dated June 18, 2024; and

WHEREAS, pursuant to the Second Amendment to Ground Lease, the deadline for the completion of the Initial Phase Improvements was April 15, 2026; and

WHEREAS, PRWC has commenced the Initial Phase Improvements by providing significant site work, including clearing, filling and grading at a substantial cost; and has also constructed stormwater management facilities on the Premises and also on surrounding City property; and

WHEREAS, due to permitting matters, construction delays caused in part by natural disasters, and other causes beyond the control of PRWC additional time is required to complete the Initial Phase Improvements as outlined in the Second Amendment to Ground Lease; and

WHEREAS, PRWC has requested that the deadline to complete the Initial Phase Improvements be extended to November 15, 2026; and

WHEREAS, the City has agreed to the requested extension of the deadline, and the purpose of this instrument is to document the said extension.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, and in the further consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, each to the other in hand paid, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Extension of Initial Phase Improvements Completion Date. Section 5(d) of the Lease, as previously amended pursuant to the provisions of the Second Amendment to Ground Lease, is hereby amended to extend the time to complete the Initial Phase Improvements. The Initial Phase Improvements shall be completed no later than the 15th day of November, 2026.

2. Effect of Amendment. Except as amended by this Fourth Amendment to Ground Lease, the terms, provisions, and covenants set forth in the Lease, as amended by the First, Second and Third Amendments to Ground Lease, shall remain unchanged and binding upon the parties hereto and their respective successors or assigns.

IN WITNESS HEREOF, the parties have hereunto affixed their respective hands and seals the day and year first above written.

ATTEST:

_____
Sara Welch, City Clerk

CITY OF PUNTA GORDA, FLORIDA, a Florida municipal corporation

By:_____
Dr. Deborah Lux, Mayor

APPROVED AS TO FORM:

_____
Steven Leskovich, City Attorney

WITNESSES:

_____

_____
Printed Name of first witness

_____

_____
Printed name of second witness

PEACE RIVER WILDLIFE CENTER, INC., a Florida not-for-profit corporation

By:_____
Kimberly Wade, President

GROUND LEASE
PEACE RIVER WILDLIFE CENTER
HENRY STREET PARCEL

THIS GROUND LEASE ("Lease") made as of the 15th day of April, 2020, by and between **CITY OF PUNTA GORDA, FLORIDA**, a Florida municipal corporation ("CITY"), whose address is 326 West Marion Avenue, Punta Gorda, Florida 33950, and **PEACE RIVER WILDLIFE CENTER, INC.**, a Florida not for profit corporation ("PRWC"), whose address is 3400 Ponce De Leon Parkway, Punta Gorda, Florida 33950, who agree as follows:

1. **INTENT AND PURPOSE**: The CITY owns vacant real property generally described as 900 West Henry Street in Charlotte County, Florida, Parcel ID 412212280001, ("Property"). The PRWC is a Florida non-profit corporation which has operated a hostel and clinic for native wildlife in the City of Punta Gorda's Ponce de Leon Park since 1982, and is seeking to relocate its operations including construction of a new public education center ("Facilities") on approximately 4.3 acres of city-owned property located off West Henry Street ("Premises") as identified in the Concept Plan attached hereto as Exhibit "A".

2. **TERM AND RENEWALS**: CITY hereby leases the Premises to the PRWC, upon and subject to all of the terms, covenants, conditions, conditional limitations and Lease herein contained, for an initial term of fifty (50) years beginning April 15, 2020 and ending at 11:59 p.m. on March 31, 2070, with the option of one fifty (50) year renewal term exercisable by PRWC, or until said term is sooner terminated pursuant to any of the conditional limitations or other provisions of this Lease. In the event that the PRWC desires to exercise the renewal option herein, PRWC shall notify the CITY in writing of its intent to renew at least two (2) years prior to the expiration of the initial term of this Lease

3. **RENT**: PRWC shall pay to CITY the amount of $1.00 simultaneously with the execution of this Lease, as the first year's rent, and shall pay the amount of $1.00 annually on or before the anniversary date of the Lease term commencement.

4. **PUBLIC PURPOSE**: The CITY's willingness to enter into this Lease is based upon a finding that the proposed use as a public education center and hostel for native wildlife by PRWC is in the best interest of the CITY in its governmental capacity.

5. **AGREEMENT I:** PRWC agrees to:

   a. Use the premises for a hostel for native wildlife providing for the rescue, rehabilitation or housing of injured, ill, or orphaned wildlife, and activities related to those endeavors, including but not limited to educating the public, fundraising, operating a retail gift shop, conducting meetings and tours, all of which solely for the purpose of promoting the principle purposes first stated herein.
   b. Obtain a signed and sealed survey of the Premises to include specific legal descriptions of the Phase I and Phase II development areas. Once completed, said survey shall be an addendum to this Lease and attached hereto as Exhibit "B".
   c. Design, permit and construct at its sole cost and expense the facilities and utility infrastructure necessary to provide the services as stated herein.
   d. Complete development of Phase I as identified on Exhibit "A" within three years of the Lease commencement. Completion of Phase I shall be considered the date that the PRWC receives

its Certificate of Occupancy for the new facilities, receives the required permits from federal and state wildlife agencies to house licensed birds, and is open to the public.

e. Complete development of Phase II as identified on Exhibit "A" within five years after completion of Phase I. Completion of Phase II shall be considered the date that the PRWC receives its Certificate of Occupancy for the new facilities, receives the required permits from federal and state wildlife agencies to house licensed birds, and Phase II is open to the public. Failure to develop Phase II in the required timeframe shall result in the automatic reversion of the Phase II property back to CITY.
f. Pay for the monthly utilities (i.e. electric, water and wastewater services) related to operation of the Facilities.

AGREEMENT II: The CITY agrees to:

a. Prepare the site by removing all materials currently stored on the Premises.
b. Preserve as much of the existing flora on the surrounding property as possible.
c. Repair the parking area prior to completion of Phase 1.
d. Plan for additional pathways, landscaping, restrooms, buffers and parking lot expansion on the public property surrounding the premises. Said public improvements would be subject to future funding availability.
e. In the event that CITY has not constructed permanent restrooms prior to PRWC's completion of Phase I, the CITY shall furnish, at its own expense, a portable restroom trailer for public use on the Property.

6. **PRWC IMPROVEMENTS**: All improvements constructed by PRWC shall be performed at the expense of PRWC, and all work shall be awarded by PRWC to a Florida licensed contractor approved by the CITY (such approval shall not be unreasonably withheld or delayed). The Premises shall be constructed substantially in accordance with CITY approved working drawings, and PRWC shall cause the improvements to be constructed and completed with due diligence, in a good and workmanlike "first class" manner and complying with all local and state rules and regulations relating thereto.

7. **TITLE TO IMPROVEMENTS AND TRADE FIXTURES**:

a. Title to Improvements and PRWC's Trade Fixtures are and shall be the sole and exclusive property of PRWC during the term of this Lease. CITY acknowledges and understands that it shall have no right, title, or interest in or to PRWC's Trade Fixtures upon the expiration or termination of this Lease.
b. CITY acknowledges and agrees that PRWC shall have the right to encumber, sell, or hypothecate Improvements and Trade Fixtures, to remove them from the Premises, or to otherwise deal with all or any portion of such Improvements and Trade Fixtures, at PRWC's sole discretion.
c. All Improvements hereafter constructed on the Premises are and shall be the property of PRWC. At all times during the term of this Lease, the Improvements which are owned by PRWC shall not be conveyed, transferred, or assigned.
d. Upon termination of the Lease, the CITY shall have the first right of refusal to acquire all permanent Improvements made to the Premises, excluding PRWC's trade fixtures, merchandise, signs or other personal property. Such trade fixtures, merchandise, signs or other personal property shall be immediately removed at the sole coast and expense of the PRWC.

8. **CONDITION; CONDUCT**: PRWC shall maintain the Premises in good and substantial repair (fair wear and tear expected), in a clean and sanitary condition, and will exercise ordinary care in the use of the Premises. PRWC shall secure the premises including all cages or other areas where animals are kept. PRWC shall conduct business and operate the Facilities during all terms of this Lease with due diligence.

9. **EMPLOYEES AND VOLUNTEERS**: PRWC and its employees and volunteers are not employees, representatives or volunteers of the CITY and PRWC is authorized to hire, discharge and supervise all labor and employees and volunteers required for its use and management of the facility.

10. **INSURANCE**: PRWC will at all times during the term of this Lease maintain insurance on the Premises of the following character:

    a. Insurance against loss or damage by fire and other risks and perils from time to time included under standard extended coverage endorsements in an amount equal to not less than ninety percent (90%) of the replacement value of the Improvements, (exclusive of the costs of excavation, foundations, and footings below the lowest floor).
    b. Comprehensive general, public liability and property damage insurance (including coverage for elevators, if any, on the Property) against claims for bodily injury, death, or property damage occurring on, in, or about the Premises and Improvements and the adjoining parking lots, sidewalks, and passageways, such insurance to afford protection of not less than One Million Dollars ($1,000,000.00) with respect to bodily injury or death to all persons in any one accident, and not less than One Hundred Thousand ($100,000.00) with respect to property damage in any one occurrence, or such other amounts in excess of the amounts set forth above as CITY shall reasonably request.
    c. Such other insurance as may be required as CITY may reasonably request.
    d. Such insurance shall be written by companies of recognized financial standing which are well rated by a national rating agency and are legally qualified to issue such insurance in the State of Florida, and such insurance shall name as the insured parties thereunder, CITY, or its assigns, and PRWC, as their interests may appear. Such insurance may be obtained by PRWC by endorsement on its blanket insurance policies, provided that (i) such blanket policies satisfy the requirements specified herein and (ii) CITY shall be furnished with the certificate of the insurer to the effect that (a) the amount of insurance allocable to the Land and Improvements is not less than the amount required by this Article and (b) the protection afforded PRWC and CITY is not less than the protection which would have been afforded under a separate policy or policies relating only to the Land and Improvements. CITY shall not be required to prosecute any claim against any insurer or to contest any settlement proposed by any insurer, provided that PRWC may, at its cost and expense, prosecute any such claim or contest any such settlement, and in such event PRWC may bring any such prosecution or contest in the name of CITY, PRWC, or both, and CITY shall cooperate with PRWC and will join therein at PRWC's written request upon receipt by CITY of an indemnity from PRWC against all costs, liabilities, and expenses in connection with such cooperation, prosecution, or contest.
    e. PRWC shall deliver to CITY promptly after the execution and delivery of this Lease the original or duplicate policies or certificates of insurers satisfactory to CITY evidencing all the insurance which is then required to be maintained by PRWC hereunder, and PRWC shall, within 30 calendar days prior to the expiration of any such insurance, deliver other original or duplicate policies or other certificates of the insurers evidencing the renewal of such insurance. Should

PRWC fail to effect, maintain, or renew any insurance provided for herein, or to pay the premium therefor, or to deliver to CITY any of such policies or certificates, CITY, at its option, but without obligation so to do, may procure such insurance, and any sums expended by it to procure such insurance shall be additional rent hereunder and shall be repaid by PRWC within 30 calendar days following the date on which demand therefor shall be made by CITY. Such insurance policy(ies) shall contain a provision that such policy(ies) shall not be canceled or reduced in scope without thirty (30) calendar days prior written notice to CITY.

11. **ASSIGNMENT**: This Lease may not be assigned or be sublet without consent of CITY in writing.

12. **DAMAGE BY FIRE OR OTHER CASUALTY**: If the Facilities are substantially damaged by fire or other casualty, the PRWC shall have the option to rebuild and repair the Facilities or to terminate this Lease. In the event of substantial damage by fire or other casualty, the City shall abate any rent payable under this Lease until the Facilities are rebuilt and repaired.

13. **REMEDIES FOR BREACH OF LEASE**: If either the CITY or PRWC shall fail to perform, or shall breach any portion of this Lease for thirty (30) calendar days after a written notice specifying the performance required shall have been given to the party failing to perform, the non-breaching party shall have the right to terminate this Lease.

14. **TERMINATION**: This Lease shall be terminated immediately if the PRWC or CITY shall be dissolved, become insolvent or bankrupt, or make assignment for the benefit of creditors. This Lease may be terminated immediately if the Premises or PRWC cease operations for a period of one hundred eighty (180) days, or if the primary uses identified in Paragraph 5 of this Lease are no longer performed. The provisions in the foregoing sentence shall not be applicable during the period of time in which PRWC is constructing its new Facilities on the Premises.

15. **FUNDING**: Nothing contained herein tenders or concerns the funding of the day-to-day operation of the PRWC.

16. **NOTICE**: All rent payable and notice given under this Lease to the CITY shall be paid and given at City Hall, 326 West Marion Avenue, Punta Gorda, Florida 33950, or such other place as the CITY shall specify in writing. All notice given under this Lease to PRWC or any assignee or sub-lessee of the PRWC shall be given at 3400 Ponce de Leon Parkway, Punta Gorda, Florida, 33950, or at such other place as the PRWC shall specify in writing.

17. **USES**: The Facilities nor Premises shall not be used except for the purposes specified in Paragraph 5 of this Lease. The PRWC shall not do or permit anything to be done in or about the Premises or Facilities, or any of its contents, which shall in any way conflict with any law, ordinance, rule or regulation affecting the occupancy and use of the Facilities.

18. **INDEMNIFICATION**: PRWC shall indemnify and hold harmless CITY and its officers, directors, employees, agents, and successors (herein referred to as "Indemnified Parties") from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, or damage to property occurring in or about, or arising out of the PRWC's use of the Facilities. In the event any of the Indemnified Parties shall be made a party to any litigation or administrative action commenced by or against the PRWC, its agents, contractors or employees, PRWC shall protect and hold Indemnified Parties harmless from and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Indemnified Parties in connection with such action or

actions. PRWC shall also pay all costs, expenses and reasonable attorney's fees which may be incurred or paid by Indemnified Parties in enforcing the covenants and conditions of this Lease, whether incurred as a result of litigation or otherwise.

19. **ENTIRE LEASE**: This Lease contains and embodies the entire Lease of the parties hereto and no representations, inducements of Leases, oral or otherwise, between the parties not contained and embodied herein shall be of any force and effect, and the same may not be modified, changed or terminated in whole or in part orally or in any manner other than by an Lease in writing duly signed by all of the parties hereto.

20. **VENUE**: This Lease shall be governed by and construed in accordance with Florida law. Venue for the purposes of any action brought to enforce or construe the Lease shall lie in Charlotte County, Florida.

IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures on the date first written above.

ATTEST:

KAREN SMITH, City Clerk

APPROVED AS TO FORM:

DAVID M. LEVIN, City Attorney

WITNESSES:

Signature

Signature

CITY OF PUNTA GORDA, FLORIDA, a Florida municipal corporation

By:

NANCY PRAFKE, Mayor

PEACE RIVER WILDLIFE CENTER, INC., a Florida not for profit corporation

By:

Print Name: Jerry Jones

Title: President BOD

Exhibit "A" to Lease

CONCEPT PLAN

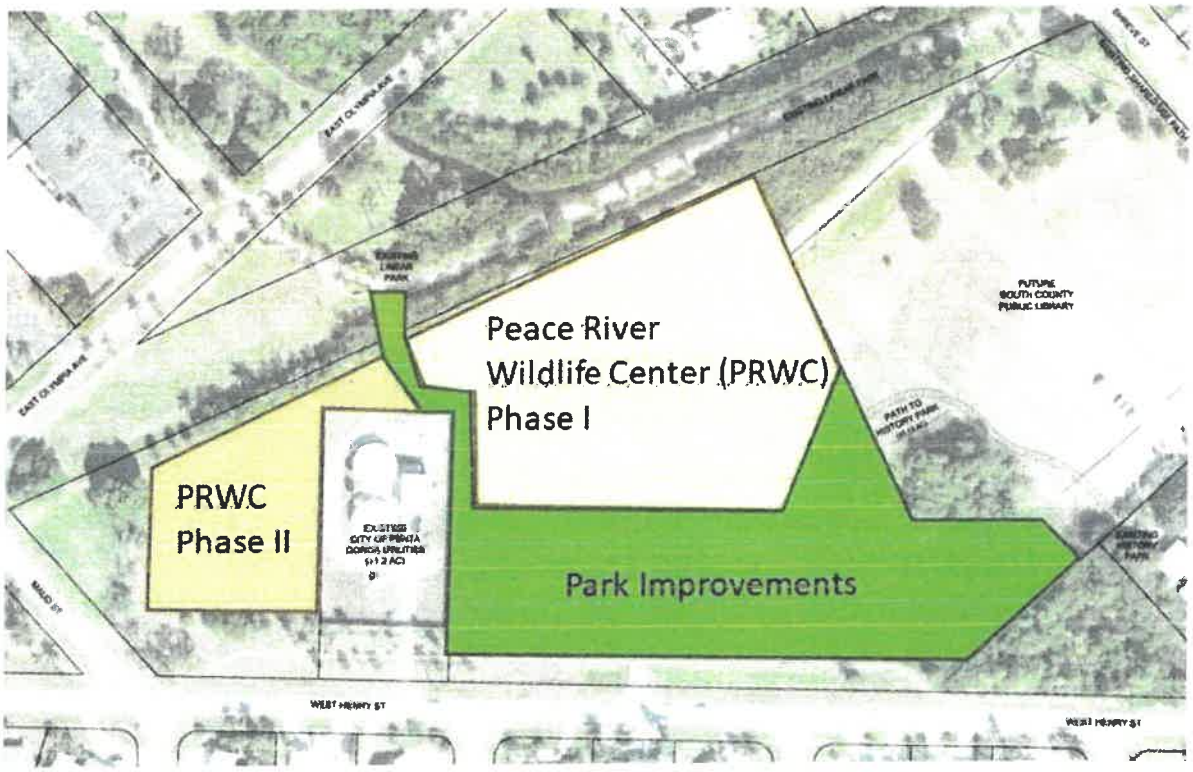


Exhibit "B" to Lease

SURVEY OF PREMISES

to be added at later date

SKETCH OF DESCRIPTION OF PHASE 1, PEACE RIVER WILDLIFE CENTER LYING IN SECTION 12, TOWNSHIP 41 SOUTH, RANGE 22 EAST, CITY OF PUNTA GORDA, CHARLOTTE COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS OF TRABUE SUBDIVISION, (PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA) VACATED BY THE CITY OF PUNTA GORDA IN OFFICIAL RECORDS BOOK 2907, PAGE 313 OF SAID PUBLIC RECORDS; SAID PARCEL ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 78 ACCORDING TO THE PLAT OF TRABUE SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY FLORIDA (SAID POINT ALSO BEING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF HENRY STREET (66 FEET WIDE) AND THE SOUTHWEST RIGHT-OF-WAY OF SHREVE STREET (66 FEET WIDE) ACCORDING TO SAID PLAT); THENCE NORTH 88°25'55" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE OF HENRY STREET, 1,705.33 FEET; THENCE NORTH 01°34'40" EAST FOR 330.08 FEET TO THE NORTHWEST CORNER OF TAX PARCEL 412212280002 AND THE POINT OF BEGINNING; THENCE NORTH 24°44'13" WEST FOR 33.05 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE FORMER SEABOARD COASTLINE RAILROAD RIGHT-OF-WAY (120' WIDE); THENCE NORTH 65°15'47" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 601.86 FEET; THENCE SOUTH 04°26'42" EAST FOR 428.81 FEET; THENCE NORTH 88°26'00" WEST FOR 409.88 FEET TO A POINT ON THE WESTERLY BOUNDARY OF TAX PARCEL 412212280002; THENCE NORTH 01°33'55" EAST ALONG SAID WESTERLY BOUNDARY FOR 130.02 FEET TO THE NORTHEAST CORNER OF SAID TAX PARCEL; THENCE NORTH 88°23'59" WEST ALONG THE NORTHERLY BOUNDARY OF SAID TAX PARCEL FOR 159.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.324 ACRES MORE OR LESS.

BEARINGS ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF HENRY STREET HAVING A BEARING OF NORTH 88°25'55" WEST.

David S. Dagostino PSM 5762 State of Florida

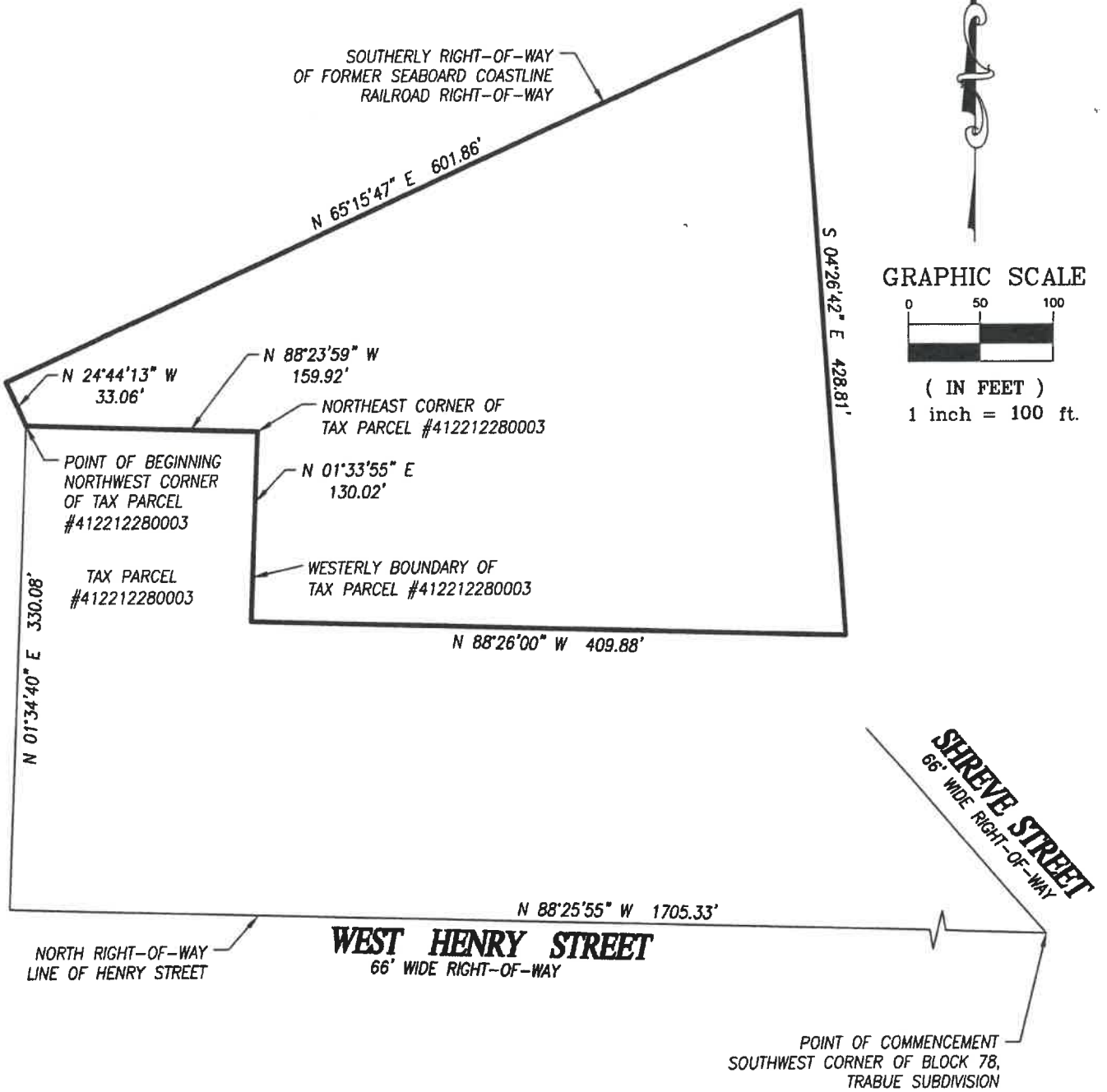
Digitally signed by David S. Dagostino PSM 5762 State of Florida
Date: 2020.12.22 11:54:22 -05'00'

NOTE:
SEE SHEET 2 OF 2 FOR SKETCH

**** THIS IS NOT A BOUNDARY SURVEY ****

THIS MAP PREPARED BY: CERTIFICATE OF AUTHORIZATION NO. LB 6866 NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	DAVID S. DAGOSTINO, PSM Professional Surveyor & Mapper Fla. License No. 5762	FIELD BK: 20136 PG: PH1 SURVEY DATE: 11/04/20 SIGNATURE DATE:	DRAWING SCALE: N/A DRAWN BY: CHECKED BY:	DAGOSTINO GEOSPATIAL, INC. Professional Surveying & Mapping 1000 Bonita Beach Road SE, Bonita Springs, FL 34135 Phone: (239) 262-0086 Website: www.dsurveys.com	DRAWN BY: TLR CHECKED BY: DSD FIELD BOOK: N/A	CERTIFIED TO: WEILER ENGINEERING	JOB NO.: 20-136 SHEET NO.: 1 OF 2

SKETCH OF DESCRIPTION OF PHASE 1, PEACE RIVER WILDLIFE CENTER LYING IN SECTION 12, TOWNSHIP 41 SOUTH, RANGE 22 EAST, CITY OF PUNTA GORDA, CHARLOTTE COUNTY, FLORIDA



GRAPHIC SCALE

0 50 100

(IN FEET)

1 inch = 100 ft.

NOTE:
SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION

** THIS IS NOT A BOUNDARY SURVEY **

THIS MAP PREPARED BY: DAVID S. DAGOSTINO, PSM CERTIFICATE OF AUTHORIZATION NO. LB 6806 NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER Professional Surveyor & Mapper Fla. License No.5762	DRAWING FILE: 20130 BK PH1 SURVEY DATE: 12/04/20 SIGNATURE DATE:	DRAWING SCALE: 1" = 100' REVISED BY: REVISION DATE:	DAGOSTINO GEOSPATIAL, INC. Professional Surveying & Mapping 2081 South Beach Blvd SE Bonita Springs, FL 34135 Phone: (239) 262-6602 Website: www.dgeosurvey.com	DRAWN BY: TLR DESIGNED BY: DSD FIELD BOOK: N/A	CERTIFIED TO: WEILER ENGINEERING	JOB NO.: 20-136 SHEET NO.: 2 OF 2

SKETCH OF DESCRIPTION OF PHASE 2, PEACE RIVER WILDLIFE CENTER LYING IN SECTION 12, TOWNSHIP 41 SOUTH, RANGE 22 EAST, CITY OF PUNTA GORDA, CHARLOTTE COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS OF TRABUE SUBDIVISION, (PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA) VACATED BY THE CITY OF PUNTA GORDA IN OFFICIAL RECORDS BOOK 2907, PAGE 313 OF SAID PUBLIC RECORDS; SAID PARCEL ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 78 ACCORDING TO THE PLAT OF TRABUE SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY FLORIDA (SAID POINT ALSO BEING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF HENRY STREET (66 FEET WIDE) AND THE SOUTHWEST RIGHT-OF-WAY OF SHREVE STREET (66 FEET WIDE) ACCORDING TO SAID PLAT); THENCE NORTH 88°25'55" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE OF HENRY STREET, 1,705.33 FEET; THENCE NORTH 01°34'40" EAST FOR 70.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°25'20" WEST FOR 219.56 FEET; THENCE NORTH 01°34'40" EAST FOR 188.37 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE FORMER SEABOARD COASTLINE RAILROAD RIGHT-OF-WAY (120' WIDE); THENCE NORTH 65°15'47" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 228.59 FEET; THENCE SOUTH 24°44'13" EAST FOR 33.05 FEET TO THE NORTHWEST CORNER OF TAX PARCEL 412212280002; THENCE SOUTH 01°34'40" WEST FOR 260.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.217 ACRES MORE OR LESS.

BEARINGS ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF HENRY STREET HAVING A BEARING OF NORTH 88°25'55" WEST.

David S. Dagostino PSM 5762 State of Florida

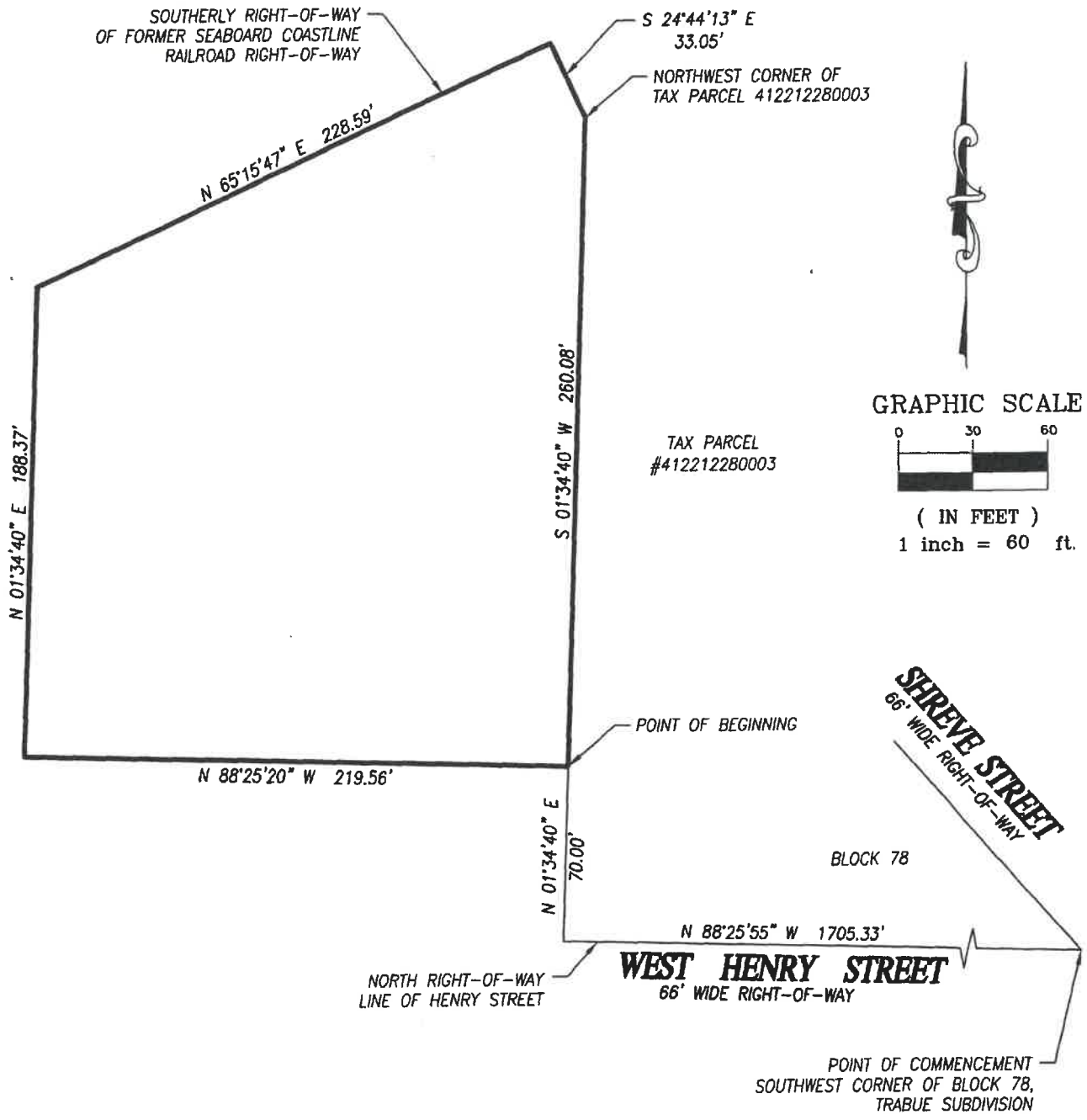
Digitally signed by David S. Dagostino PSM 5762 State of Florida
Date: 2020.12.22 11:54:56 -05'00'

NOTE:
SEE SHEET 2 OF 2 FOR SKETCH

**** THIS IS NOT A BOUNDARY SURVEY ****

THIS MAP PREPARED BY: DAVID S. DAGOSTINO, PSM CERTIFICATE OF AUTHORIZATION NO. LB 6886 NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER Professional Surveyor & Mapper Fla. License No. 5762	FIELD BK: Pg2 12/08/20	N/A	DAGOSTINO GEOSPATIAL, INC. Professional Surveying & Mapping	TLR DSD N/A	CERTIFIED TO: WEILER ENGINEERING	20-136 1 OF 2

SKETCH OF DESCRIPTION OF PHASE 2, PEACE RIVER WILDLIFE CENTER LYING IN SECTION 12, TOWNSHIP 41 SOUTH, RANGE 22 EAST, CITY OF PUNTA GORDA, CHARLOTTE COUNTY, FLORIDA



NOTE:
SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION

**** THIS IS NOT A BOUNDARY SURVEY ****

THIS MAP PREPARED BY: DAVID S. DAGOSTINO, PSM CERTIFICATE OF AUTHORIZATION NO. LB 6894 NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER Professional Surveyor & Mapper Fla. License No. 5782	20136 BK.PRO	1" = 60'	DAGOSTINO GEOSPATIAL, INC. Professional Surveying & Mapping	TLR	CERTIFIED TO: MEILER ENGINEERING	20-136 2 OF 2
	SURVEY DATE: 12/08/20	REVISED BY		DSD		
	REVISION DATE	REVISION DATE		N/A		

FIRST AMENDMENT TO GROUND LEASE

THIS First Amendment to Ground Lease is made effective the 3 day of November 2021, by and between CITY OF PUNTA GORDA, FLORIDA, a Florida municipal corporation (herein referred to as "City"), and PEACE RIVER WILDLIFE CENTER, INC., a Florida not-for-profit corporation (herein referred to as "PRWC").

WITNESSETH:

WHEREAS, City and PRWC are parties to that Ground Lease bearing date the 15th day of April 2020 (herein referred to as "Lease"); and

WHEREAS, the parties desire to amend the Lease to extend the completion date for Phase I, and to set forth provisions for operation and maintenance of the Stormwater Management Facilities; and

WHEREAS, the purpose of this instrument is to document the said amendments.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, and in the further consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, each to the other in hand paid, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Extension of Phase I Completion. Section 5.d. of the Lease is amended to extend the time for completing development of Phase I to four (4) years from the Lease commencement. As a result the development of Phase I shall be completed on or before April 15, 2024.

2. Maintenance of Surface Water Management Facilities. Surface water management system facilities are required in connection with improvements to the Premises and surrounding property owned by City. Such facilities shall be or have been approved and permitted by the Southwest Florida Water Management District (herein referred to as "Agency"). The City shall be responsible for maintaining the surface water management system facilities. For purposes of this Lease, the surface water management facilities shall include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas. Such maintenance shall specifically include, but shall not be limited to, (1) keeping all drainage conveyance systems free of debris, (2) maintaining all slopes of retention areas to assure same are covered with adequate vegetation to prevent erosion, and (3) maintaining the underdrain in accordance with original design standards. Maintenance of the Stormwater Management System shall also include and mean the exercise of practices which allow the system to provide drainage, water storage, conveyance, or other stormwater management capabilities as permitted by the Agency. The City shall be responsible for such maintenance and operation. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the Agency. Notwithstanding the foregoing, no construction activities may be conducted relative to any portion of the surface water management system facilities. Such prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System's facilities. In the event a wetland mitigation area or a wet detention pond is included in the said system,

no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the Agency. Construction and maintenance activities which are consistent with the design and permit conditions approved by the Agency in the Environmental Resource Permit may be conducted without specific written approval from the Agency. In the event the City ceases to exist or is dissolved, the responsibility to maintain the Surface Water Management System shall be conveyed, assigned or transferred to an appropriate agency of local government. Notwithstanding other provisions of this Lease, any amendments which would affect the Surface Water Management System must have prior written approval of the Agency.

The parties understand the Agency has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the City and/or PRWC to compel the correction of any outstanding problems with the Surface Water Management System facilities.

3. Effect of Amendment. Except as amended by this First Amendment to Ground Lease, the terms, provisions, and covenants set forth in the Lease shall remain unchanged and binding upon the parties hereto and their respective successors or assigns.

IN WITNESS HEREOF, the parties have hereunto affixed their respective hands and seals the day and year first above written.

ATTEST:

Karen Smith, City Clerk

CITY OF PUNTA GORDA, FLORIDA, a Florida municipal corporation

By: _____
Lynne R. Matthews, Mayor

APPROVED AS TO FORM:

David M. Levin, City Attorney

WITNESSES:

KAREN SMITH
Printed Name of first witness

Printed name of second witness

PEACE RIVER WILDLIFE CENTER, INC., a Florida not-for-profit corporation

By: _____
Jerry Jones, President

G:\Sandy\Real Estate\Peace River Wildlife Ctr\City Lease\First Amendment to Ground Lease 2021.10.14.docx

SECOND AMENDMENT TO GROUND LEASE
PEACE RIVER WILDLIFE CENTER
HENRY STREET PARCEL

This is an Amendment to the Ground Lease made as of the 7 day of July, by and between **CITY OF PUNTA GORDA, FLORIDA**, a municipal corporation of the State of Florida ("CITY") whose address is 326 West Marion Avenue, Punta Gorda, Florida 33950, and **PEACE RIVER WILDLIFE CENTER, INC.**, a Florida not for profit corporation ("PRWC"), whose address is 3400 Ponce De Leon Parkway, Punta Gorda, Florida 33950. Additions are shown as underlined, deletions are shown as ~~strikethroughs~~.

I. Paragraph 5. AGREEMENT I: Subparagraph d is hereby amended to read as follows:

d. ~~Complete development of Phase I as identified on Exhibit "A" within three years of the Lease commencement no later than April 15, 2026. Completion of Phase I shall be considered the date that the PRWC receives its Certificate of Occupancy for all the new facilities depicted on Exhibit "A" attached hereto and incorporated herein, receives the required permits from federal and state wildlife agencies to house licensed birds, and is open to the public.~~

(d). Complete the Initial Phase Improvements no later than April 15, 2026. The Initial Phase improvements shall include such buildings and facilities which shall be required to allow PRWC to relocate its operations from the current location in Ponce de Leon Park to Phase I of the Premises. Attached to this Amendment as Exhibit "A-I" is the Master Plan for all proposed buildings and improvements contemplated for Phase I of the Premises. The Initial Phase Improvements will include the maintenance and care building located on pages MC-1OO and MC-1OI of Exhibit "A-I", wildlife cages and habitat structures which shall be required to locate the animals to the premises, together with underground Infrastructure. Completion of the Initial Phase Improvements shall be considered the date the PRWC receives a Certificate of Occupancy for such ,facilities that Certificates of Occupancy may be issued, receives the required permits from Federal and State wildlife agencies lo have licensed birds, and is open to the public. Unless otherwise approved, the other proposed buildings and structures will be built thereafter according to the Master Plan.

II. Paragraph 7 is hereby amended to read as follows:

7. **TITLE TO IMPROVEMENTS ~~AND TRADE FIXTURES~~**:

a. ~~Title to Improvements and PRWC's Trade Fixtures are and shall be the sole and exclusive property of PRWC during the term of this Lease. CITY acknowledges and understands that it shall have no right, title, or interest in or to PRWC's Trade Fixtures upon the expiration of termination of this Lease.~~

The improvements made upon the Premises ("Improvements") by PRWC and equipment permanently installed to the Premises ("Fixtures") by PRWC, shall remain the property of PRWC for the term of this Lease. At the expiration or termination of the term of this Lease, all such Improvements and Fixtures (specifically excluding the personal property and moveable equipment of PRWC) shall become the property of CITY.

b. CITY acknowledges and agrees that PRWC shall have the right to encumber, sell, or hypothecate Improvements and ~~Trade~~ Fixtures, to remove them from the

Premises, or to otherwise deal with all or any portion of such Improvements and ~~Trade~~ Fixtures, at PRWC's sole discretion.

c. ~~All Improvements hereafter constructed on the Premises are and shall be the property of PRWC. At all times during the term of this Lease, the Improvements which are owned by PRWC shall not be conveyed, transferred, or assigned.~~

d. c. Upon the expiration or termination of the Lease, ~~the CITY shall have the first right of refusal to acquire all permanent Improvements made to the Premises, excluding PRWC's trade fixtures, merchandise, signs or other personal property. Such trade~~ PRWC shall immediately remove all of its moveable equipment, merchandise, signs ~~or~~ and other personal property ~~shall be immediately removed~~ at the sole ~~cost~~ cost and expense of the PRWC, and shall peacefully surrender the Premises to CITY.

III. A new Paragraph 21 is hereby added to read as follows:

21. **NO WAIVER ~~BY CITY~~:** No failure by CITY or PRWC to insist upon the strict performance of any of the terms of this Lease or to exercise any right or remedy upon a breach thereof, shall constitute a waiver of any such breach or of any of the terms of this Lease. None of the terms of this Lease to be kept, observed or performed by PRWC or CITY, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by CITY and PRWC.

IV. Except as modified by this Amendment, all other terms and conditions of the Lease between the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures on this 7 day of July, 2023.

ATTEST:

KAREN SMITH, City Clerk

CITY OF PUNTA GORDA, FLORIDA

BY: _____
LYNNE R. MATTHEWS, Mayor

APPROVED AS TO FORM:

DAVID M. LEVIN, City Attorney

WITNESSES:

_____
Signature

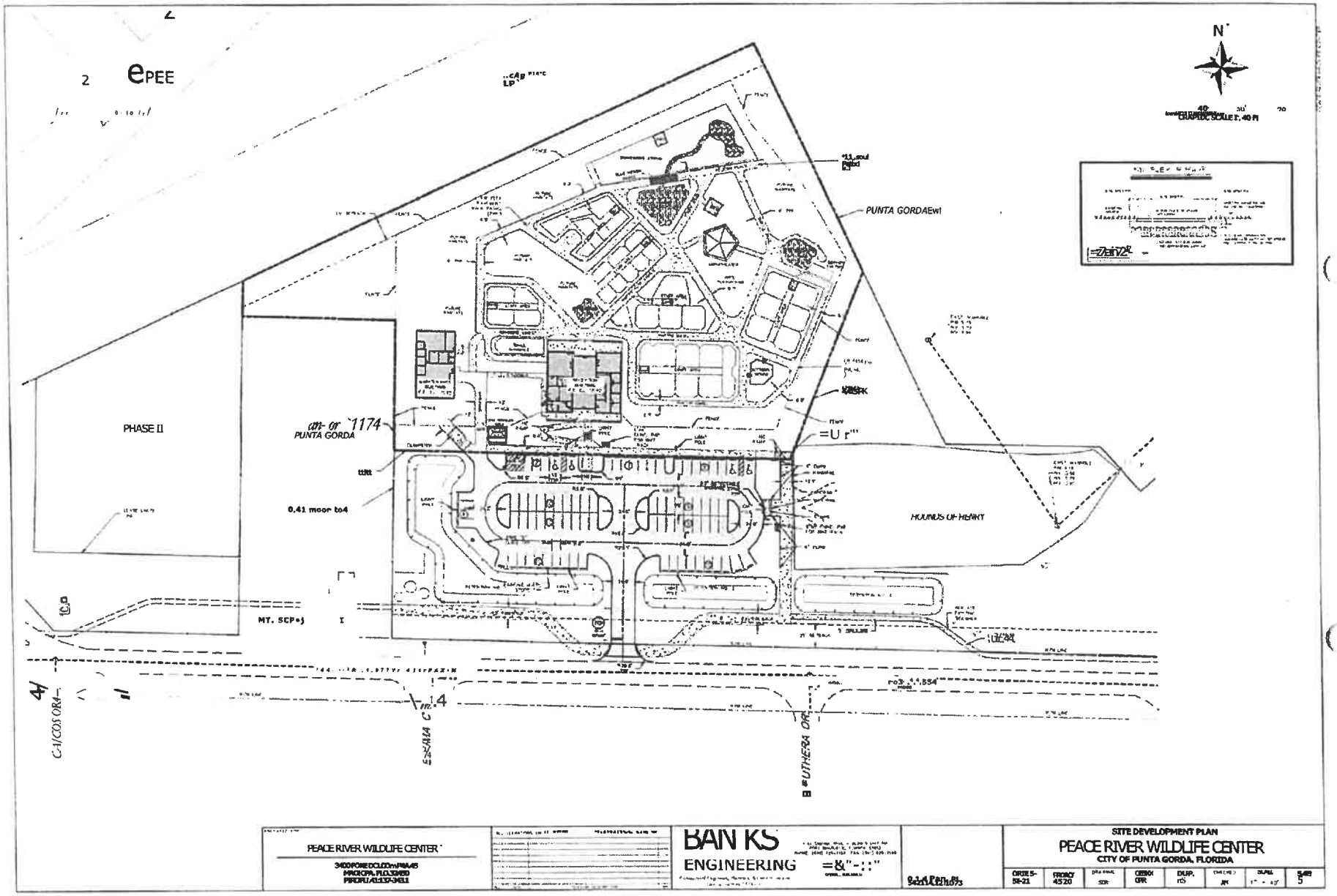
_____
Signature

PEACE RIVER WILDLIFE CENTER, INC.

BY: Tricia LaPorte

Print Name: Tricia LaPorte

Title: Executive Director


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SITE DEVELOPMENT PLAN
PEACE RIVER WILDLIFE CENTER
CITY OF PUNTA GORDA, FLORIDA

THIRD AMENDMENT TO GROUND LEASE
PEACE RIVER WILDLIFE CENTER
HENRY STREET PARCEL

This is a Third Amendment to the Ground Lease made April 15, 2020 between **CITY OF PUNTA GORDA, FLORIDA,** a municipal corporation of the State of Florida ("CITY") whose address is 326 West Marion Avenue, Punta Gorda, Florida 33950, and **PEACE RIVER WILDLIFE CENTER, INC.,** a Florida not for profit corporation ("PRWC"), whose address is 3400 Ponce De Leon Parkway, Punta Gorda, Florida 33950, is hereby made effective the 18 day of June, 2024.

WHEREAS, CITY and PRWC (collectively referred to as "Parties") are parties to that Ground Lease made April 15, 2020 (hereinafter referred to as "Lease.") and

WHEREAS, the Lease was amended by the Parties pursuant to a document entitled "First Amendment to Ground Lease" dated November 3, 2021; and

WHEREAS, the Lease was subsequently amended by the Parties pursuant to a document entitled "Second Amendment to Ground Lease" dated July 7, 2023; and

WHEREAS, it has come to the attention of the Parties that the second numbered paragraph of the First Amendment to Ground Lease was unclear concerning which Party would be responsible for the construction and maintenance of stormwater facilities within the approximately 4.3 acre area within which the PRWC would be constructing its relocated operations, including the construction of a new public education center, term the "Facilities" in the original Ground Lease; and

WHEREAS, the Parties desire to amend the second numbered paragraph of the First Amendment to Ground Lease to clarify the intent of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, and in further consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. The second numbered paragraph of the First Amendment to Ground Lease is hereby amended to read as follows [Additions are shown as underlined, deletions are shown as ~~strikethroughs~~.]:

> 2. Maintenance of Stormwater Management Facilities. Stormwater management system facilities are required in connection with the Phase I and Phase II improvements to the 4.3 acres Premises and surrounding property owned by City. Such facilities shall be or have been approved and permitted by the Southwest Florida Water Management District (herein referred to as "Agency"). PRWC, shall be responsible for the construction of any and all stormwater management facilities detailed in the agency permitted plans that are located within the boundaries of the 4.3 acres Premises, and any future construction or maintenance of any and all stormwater management facilities located within said Premises. PRWC shall also be responsible for the construction of any and all stormwater management facilities detailed in the agency permitted plans that are located outside the boundaries of the premises on city owned property in accordance with agency requirements up to the time of the stormwater management area transfer to operation. The costs and expenses of the design and construction of the stormwater management system facilities shall be equally divided between the City and PRWC. Payment or

reimbursement of the City's share of such expenses shall be made in accordance with the terms and provisions of that Development Agreement entered between the City and PRWC contemporaneously with this Third Amendment. The City shall be responsible for the operation and maintenance of the stormwater management system facilities located outside of the boundaries of the 4.3 acres Premises and the final outfall pipe and outfall structure that is located partially within the boundaries of said Premises. For purposes of this Lease, the stormwater management facilities shall include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas. Such maintenance shall specifically include, but shall not be limited to, (1) keeping all drainage conveyance systems free of debris, (2) maintaining all slopes of retention areas to assure same are covered with adequate vegetation to prevent erosion, and (3) maintaining the underdrain in accordance with original design standards. Maintenance of the Stormwater Management System shall also include and mean the exercise of practices which allow the system to provide drainage, water storage, conveyance, or other stormwater management capabilities as permitted by the Agency. With respect to stormwater management facilities located within the boundaries of the 4.3 acres Premises, the following terms and conditions shall apply. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the Agency. Notwithstanding the foregoing, no construction activities which have not been approved by the Agency may be conducted relative to any portion of the stormwater management system facilities. Such prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Stormwater Management System's facilities. In the event a wetland mitigation area or a wet detention pond is included in the said system, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the Agency. Construction and maintenance activities which are consistent with the design and permit conditions approved by the Agency in the Environmental Resource Permit may be conducted without specific written approval from the Agency. In the event the PRWC ceases to exist or is dissolved, the responsibility to maintain the Stormwater Management System within the 4.3 acres Premises shall be conveyed, assigned or transferred to the City. Notwithstanding other provisions of this Lease, any amendments which would affect the Stormwater Management System must have prior written approval of the Agency.

The parties understand the Agency has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the City and/or PRWC to compel the correction of any outstanding problems with the Stormwater Management System facilities.

2. Except as amended by this Third Amendment to Ground Lease, the terms, provisions, and covenants set forth as the Lease, as amended by the First and Second Amendments to

Ground Lease, shall remain unchanged and binding upon the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the dates set forth below.

CITY OF PUNTA GORDA, FLORIDA,
a Florida municipal corporation

BY: _____
LYNNE R. MATTHEWS, Mayor

Dated: 6/5/2024

ATTEST:

_____
Sara Welch, City Clerk

APPROVED AS TO FORM:

_____
David M. Levin, City Attorney

PEACE RIVER WILDLIFE CENTER, INC.,
a Florida non-for-profit corporation

By: _____
Norine Walker, President –

Dated: 6-16-24

WITNESSES:

_____
Signature

NANCY MEGNA
Printed Name

_____
Signature

Terri Turner
Printed Name

AGREEMENT

THIS AGREEMENT is made and entered effective this 18 day of June, 2024, by and between CITY OF PUNTA GORDA, FLORIDA, a Florida municipal corporation (herein referred to as "CITY") and PEACE RIVER WILDLIFE CENTER, INC., a Florida not-for-profit corporation, (herein referred to as "PRWC").

WITNESSETH:

WHEREAS, City has, pursuant to Ground Lease dated April 15, 2020, as amended on November 3, 2021 and July 7, 2023 (herein referred to as "Lease"), leased to PRWC approximately 4.3 acres of property located at 900 West Henry Street, Punta Gorda, Florida 33950 (hereinafter referred to as "Leased Premises"); and

WHEREAS, the Phase 1 improvements planned for the Leased Premises are depicted on that conceptual site development plan which is attached hereto as Exhibit "A"; and

WHEREAS, City has agreed to expand the existing parking lot for use by the general public and by officers, directors, employees, volunteers and patrons of PRWC; and

WHEREAS, for the purpose of expediting the parking lot expansion, PRWC has agreed to obtain engineering and design plans for, and to advance funds for the construction of the parking lot expansion; and

WHEREAS, the City has agreed to reimburse PRWC for the complete costs and expenses incurred by PRWC to construct the parking lot expansion, excluding costs and expenses relating to stormwater management facilities; and

WHEREAS, the City has agreed to reimburse PRWC for 50% of the costs and expenses to construct the stormwater management facilities; and

WHEREAS, the purpose of this Agreement, and the intent of the parties in entering this Agreement, is to document and confirm the responsibilities of the parties with respect to the construction and funding of the parking lot expansion and stormwater management facilities.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and in the further consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, each to the other in hand paid, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Confirmation of Recitals.** The parties confirm and acknowledge the foregoing recitals are true and correct.

2. **Parking Lot Expansion.** In conjunction with the construction by PRWC of the improvements located in Phase 1 of the Leased Premises, PRWC shall undertake the planning and construction of the parking lot expansion and any associated stormwater management facilities. As the property owner, the City will cooperate with PRWC and sign all requested permit applications.

a. Plans. The parking lot expansion and associated stormwater management facilities (hereinafter referred to "Facilities") shall be constructed and installed according to the plans and specifications which are attached hereto and incorporated herein as Exhibit "B", as approved by the City Development Review Committee, and other applicable governmental permitting authorities, and as amended during the permitting process. The City has agreed to provide restroom facilities for use by the general public in an area outside the limits of the Leased Premises, subject to the availability of appropriated funds. Details of the location and conceptual design of such public restroom facilities shall be provided by the City for PRWC's planning purposes. City shall be solely responsible for the timing, provision, and cost of the proposed public restroom facilities.

b. Costs and Selection of Contractor. After the plans and specifications are approved by all applicable governmental authorities, PRWC shall select a qualified contractor or qualified contractors to construct the Facilities. Prior to execution of the construction contract or contracts, PRWC shall provide the City with a written proposal of the construction and site work costs for the Facilities based on proposals received from duly licensed contractors and civil engineers. The proposals shall provide separate costs for the parking lot expansion and the stormwater management facilities. The City shall have a period of thirty (30) days from receipt of the proposal or proposals to approve the construction and site work costs for the Facilities. The estimated costs for same shall be approved provided such costs do not exceed $1,572,785.00. In the event the site work and construction costs for the Facilities as reflected on the proposal or proposals are in excess of the above-stated amount and the City objects to or elects not to approve the costs, the City must deliver written notice to PRWC of its decision on or before the expiration of the above-referenced thirty (30) day period. In that event the City and PRWC shall have thirty (30) days thereafter to agree on the costs of the Facilities, and what percentage in excess of the not to exceed amount stated above, the City will agree to provide. If there is no agreement between the parties, either party shall have the right to terminate this Agreement. ~~In the event this Agreement is so terminated the City shall continue to be responsible for those Reimbursable Costs attributable to the design and engineering of the parking lot expansion and the design and engineering of the stormwater management facilities. The City shall also be responsible for its share of the costs of construction of the stormwater management facilities. The terms and provisions of this Agreement with respect to the foregoing reimbursements shall continue in effect after termination of this Agreement.~~

c. Construction. Construction of the Facilities shall be substantially completed upon the substantial completion of the improvements constituting Phase 1 of the PRWC project. The construction schedule and the coordination of the construction of the Facilities shall be determined by PRWC in such a manner as to be consistent with the construction of the

improvements to Phase 1 of the Leased Premises. Construction shall be performed in accordance with the approved plans and any conditions made part of approved governmental authorizations. PRWC shall be responsible for obtaining all final inspection approvals. In connection with construction coordination, the existing parking facilities shall remain in place during the initial construction work associated with the Phase 1 construction. The parking lot expansion shall be constructed in conjunction with the PRWC's construction of improvements constituting Phase 1 in accordance with normal and customary construction practices.

3. **Costs and Reimbursement.** The City shall reimburse PRWC, for the agreed upon costs associated with the design and construction of the parking lot expansion. The City shall reimburse PRWC for 50% the agreed upon costs associated with the design and construction of the stormwater management facilities. Such costs shall be referred to herein as "Reimbursable Costs". The City shall reimburse to PRWC the Reimbursable Costs. The timing and manner in which the Reimbursable Costs will be paid from City to PRWC shall be as follows:

a. That portion of the Reimbursable Costs associated with the design and engineering of the parking lot expansion shall be paid to PRWC on or before the expiration of seven (7) days from the date PRWC provides documentation verifying the said costs. Such documentation may include invoices, paid receipts, and contract documents setting forth the fees payable for the design and engineering of the parking lot expansion.

b. The portion of the Reimbursable Costs associated with the design and engineering of the stormwater management facilities shall be paid to PRWC on or before seven (7) days from the date PRWC provides documentation verifying said costs. Such documentation may include invoices, paid receipts, and contract documents setting forth the fees payable for the design and engineering of the stormwater management facilities.

c. Reimbursable Costs attributable to hard construction costs shall be paid or reimbursed to PRWC from time to time during the course of construction as follows:

1) At such times as PRWC receives invoices or draw requests from the Contractor(s) constructing the Facilities in accordance with the approved construction contract(s), PRWC shall provide a copy of same to the City together with a reimbursement request letter stating the amount requested. The draw request must be provided in accordance with the construction contract(s) and must include sufficient detail to confirm the work for which the requisition is made is in place.

2) Provided the reimbursement request documentation confirms the work for which same is made is in place or has been completed, payment for the portion of the Reimbursable Costs reflected on the reimbursement request letter shall be made to PRWC on or before the expiration of seven (7) days from the date the reimbursement request letter is delivered to the City. PRWC shall utilize the amounts received from draw requests to pay the Contractor(s) performing the work as set forth in relevant invoices or draw requests. Notwithstanding the foregoing, the City shall reimburse PRWC for the amount of any deposits required pursuant to

construction contracts at such time as such deposits are payable.

3) In the event any payment or payments of Reimbursable Costs shall not be paid and remitted to PRWC on or before the expiration of thirty (30) days from and after the seven (7) day period referenced in Section 3.c.(2) above, PRWC shall have the right, but not the obligation, to pay the outstanding invoices or draw requests. If such payment or payments are made, PRWC shall provide the City written notice setting forth the payment amounts and identifying the invoice or draw request for which such payments were made. Any amounts so paid by PRWC shall accrue interest at the rate of eighteen percent (18%) per annum until the City shall have remitted the amount or amounts due together with interest. The failure to pay or remunerate a Reimbursable Cost to PRWC shall constitute a material breach of this Agreement.

4. **Use of Parking Lot.** The parking lot to be expanded and constructed according to the terms and provisions of this Agreement shall be reserved for use by the general public, PRWC, its officers, directors, employees, volunteers and patrons. Upon completion, the City shall be responsible, at its sole cost and expense, for the repair, maintenance, and replacement of the parking lot and associated stormwater management facilities.

5. **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed given: (a) upon hand-delivery, receipt required, (b) the next business day after deposit with Federal Express, UPS or other nationally recognized overnight courier service, or (c) when transmitted via facsimile or e-mail, provided a copy is sent the next business day by method (a) or (b) or by regular first-class U.S. Mail. All notices shall be addressed as follows:

If to City:
City of Punta Gorda, Florida
c/o City Manager
326 West Marion Avenue
Punta Gorda, FL 33950
Email: gmurray@cityofpuntagordafl.com

If to PRWC:
Peace River Wildlife Center, Inc.
c/o Norine Walker, President
3400 Ponce De Leon Parkway
Punta Gorda, FL 33950
Email: PRWC@prwildlife.org

With a copy to:
Edward L. Wotitzky, Esq.
Wotitzky, Wotitzky, Ross & Young, P.A.
1107 West Marion Avenue, Suite 111
Punta Gorda, FL 33950
Email: ewotitzky@wotitzkylaw.com
amy@wotitzkylaw.com

6. **Default.** The failure of either party to perform its duties and obligations pursuant to this Agreement, which failure shall continue for a period of thirty (30) days after written notice specifying the default or failure is delivered to the breaching party, shall constitute a default hereunder. In the event of a breach or default, the non-breaching party shall have all remedies allowed by law or in equity to enforce the terms and provisions of this Agreement, which shall include, but shall not be limited to actions for damages or for specific performance.

7. **Attorney Fees and Costs.** In connection with any administrative actions or litigation, including appellate proceedings, arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and cost, in addition to other relief granted, from the non-prevailing party.

8. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors in interest, and assigns.

9. **Governing Law.** This Agreement and all matters pertaining hereto shall be governed by and construed in accordance with the laws of the State of Florida.

10. **Construction.** The parties acknowledge each have reviewed this Agreement, and further that each is represented by an attorney of their choice. The parties further acknowledge and agree that the terms and conditions of this Agreement shall be interpreted without regard to which party or which party's counsel drafted same.

11. **Integration.** This Agreement constitutes the entire agreement between the parties. Neither party shall be bound by any terms, conditions, statements, or representations, oral or written, which are not contained in this Agreement. The parties hereby acknowledge they have not been induced, persuaded, or motivated by any promise or representation made by the other party in entering this Agreement unless expressly set forth herein. All previous negotiations, statements, and preliminary instruments entered by the parties concerning the subject matter of the transaction herein contemplated are merged in this Agreement.

12. **Facsimile, and Counterpart.** A facsimile or electronic copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.

13. **Effective Date.** The "Effective Date" of this Agreement will be the date when the last one of the parties has executed this Agreement. Additionally, this Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the dates set forth below.

CITY OF PUNTA GORDA, FLORIDA,
a Florida municipal corporation

By: _____
LYNNE R. MATTHEWS, Mayor

Dated: 6/5/2024

ATTEST:

_____
Sara Welch, City Clerk

APPROVED AS TO FORM:

_____
David M. Levin, City Attorney

PEACE RIVER WILDLIFE CENTER, INC.,

a Florida non-for-profit corporation

By: _____
Norine Walker, President

Dated: 6-18-24

WITNESSES:

_____
Signature

NANCY MEGNA
Printed Name

_____
Signature

Perri Turner
Printed Name

PG LEASE PRICING DATA 2026

PUNTA GORDA TENANTS	Based on Signatures on Current Contracts	Monthly Amt	End Date	Option to Renew
SBA (FKA Tower Co.)thru 12/31/2036	City Council	$8,029.05	12/31/2036	Procurement handles extensions
Sub Leases Pay City 40 % of Gross (4% inc Jan)			7/16/2028	Land Acquisition
Fishermen's Village				
Peace River Wildlife Center 50 year lease (2017 to 2067)	City Council	$0.00	3/31/2070	50 year renewal option
$1.00 per year due each year by Feb 22.				
Art Guild 30 year lease through March 2045 - Visual Arts Center Land Lease	City Council	$0.00	3/19/2045	One-time 30 year extension exercised
$30.00 paid 07/07/2015				
Punta Gorda Boat Club	City Council	$0.00	4/30/2041	Automatic one (1) year renewals
$20 paid 4/29/2021 paid through April 30, 2041				
Learn to Sail Dock Lease - exp 2032	City Council	$10 paid 1/24/2022; 1/24/22 to 1/24/2032	1/24/2032	Extended upon mutal agreement
Harbor Bridge Mmo, Inc Parking lot for 5 Star Realty - $1 annual - exp 2033	City Council	$0.00	9/30/2033	Automatic renewal for two (2) addl. 25 year term
Fire Stations 1&3 from County = FS1&3	City Council	**$2,185.56**	**9/30/2023**	**Automatic renewal**
New Agreement term 10-01-19 to 09-30-23 (Interlocal Agreement)				
Verizon Tower Rent-07/1/2008-6/30/2033	City Council	$2,575.00	6/30/2033	Procurement handles extensions
3% increase October (Renegotiated as of 2/1/2025)				
Synovus Bank Paid yearly land lease - Annual Rate	City Council	$5,500.00	8/31/2099	
	monthly rate	$458.33		
Laishley Crab House LAND LEASE - Marina Land Lease (CRA01)	City Council	$9,349.44	Leased in 2007	
99 year lease. Increases annually.				
Ship Store Rent	City Council	$1,043.34	9/30/2027	2nd Amendment lease 10/2/2023
				1st yr. $11,801.40; 2nd yr.12,155.40; 3rd yr. $12,520.08; 4th yr. $12,895.56
Artisans Atelier **(LEASE RENEWAL under review for 5 year renewal)**	City Council	$135.00	2030 possible	May renew for one 5-year term
2,478 sq. ft.				1st Amendment 10/5/2023; Para. #10 A, and B.
Other Side Ink			10/31/2028	Option to renew
Expires 2028	City Council	$1,672.25	2025	
1,398 sq. ft. $4.00 sq ft		$1,722.42	2026	
annual/12 $466.00 CAM		$1,774.09	2027	
		$1,827.31	2028	

PG LEASE PRICING DATA 2026

AVAILABLE FOR RENTAL Unit #1112 Potential new Tenant UnWinded	City Council	$1,557.00	6/01/2026 Tentative	Start date
Lease - Recommended $17.00 sq ft	$4.00 sq ft annual/ 12 months	$466.00	CAM	
1,099 sq ft.				
Morgan Stanley Unit # 113	$17.00 sq ft	$4,415.75	9/1/2027	City Council approved early renewal
Lease end Aug 2032 - early renewal	$17.50 sq ft	$4,545.63	9/1/2028	
3,117 sq. ft.	$18.11 sq ft	$4,704.07	9/1/2029	
	$18.63 sq ft	$4,839.14	9/1/2030	
	$19.15 sq ft	$4,964.21	9/1/2031	
	$4.00 sq ft annual/ 12 months	$1,039.00	CAM	
PG FIRE DEPARTMENT Unit #118 & #1110	City Council			Council approved remodel
1,591 sq. ft. and 1,456 sq ft.				
Dream Salon & Spa Units 114, 115 and 1113	City Council	$3,257.22	9/1/2024	Option to renew
2,894 sq. ft.		$3,354.94	9/1/2025	
		$3,455.59	9/1/2026	
		$3,559.25	9/1/2027	
		$3,666.03	9/1/2028	
	$4.00 sq ft annual/ 12 months	$964.67	CAM	
LoveLiveLaugh Unit #1111				
formerly unknown as Refindery Market	City Council		8/31/2027	
1,402 sq. ft.		$1,986.17	9/1/2025	
		$2,045.76	9/1/2026	
	$4.00 sq ft annual/ 12 months	$467.33	CAM	
Hemingway's Land Lease - 139 W Marion Avenue	City Council	$591.56	9/30/2035	Option 3 - 5 year renewal
FY 2026 = $7098.69				
**********				
YMCA 650 Mary Street		$577.00	7/10/2029	
Downtown Merchants Farmers Market (No longer considered rent, use permit through Code & Zoning)	Zoning and Code completes annually			
	As directed by City Council several years ago	$750.00	Annually in April	

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 8/2026

REGULAR AGENDA

Title:	Local Government Area of Opportunity and Request for Applications
Funds:	
Recommended Action:	City Council determine their interest in supporting an application with a Local Government Area of Opportunity designation
Summary:	The Florida Housing Finance Corporation issues annual Requests for Applications (RFAs) to fund affordable housing. Through a Local Government Area of Opportunity (LGAO) designation, cities and counties can endorse a preferred project by committing a minimum contribution of $340,000. Staff will review the LGAO process and upcoming RFA cycles for 2026 and 2027. City Council will evaluate encumbering $340,000 as a loan or grant to support a priority application during the 2027 cycle.
Department/Division:	Urban Design / City Manager

EXHIBITS:

1. Local Government Area of Opportunity Presentation

Local Government Area of Opportunity (LGAO)

City Council
April 8, 2026

Punta Gorda

LGAO Overview:

What is a Local Government Area of Opportunity (LGAO)?

- A method where local governments have some say on where affordable housing developments will be built
- Local government can establish priorities and preference points for size, density, and location
- A method designed by Florida Housing Finance Corporation (FHFC) so governments have some "skin in the game"
- Permanent source of funding

Punta Gorda

LGAO Overview (continued)

- FHFC annually issues Requests For Applications (RFA) for Housing Credit Financing For Affordable Housing Developments Located In Small and Medium Counties
- Applicants must obtain Verification of Local Government Contribution (VOC) of a minimum $340,000 (grant or loan)
- Once eligible FHFC will fund a small number of projects through a lottery every year
- Continuous local support for a project results in higher priority in future RFAs

Punta Gorda

Recent LGAO Projects

- City of Punta Gorda
  - RFA 2022-201
  - Verandas of Punta Gorda III by Newstar Development
  - Completed December 2024
- Charlotte County
  - RFA 2023-201
  - Blue Deep Creek, by Blue Sky Communities, LLC
  - Estimated completion June 2026

Punta Gorda

County Plan for 2026 LGAO

- The Affordable Housing Advisory Committee (AHAC) will run an LGAO RFA for the County in May with scoring in June.
- The RFA will be administered through the Charlotte HOME program and include application for incentives and subsidies as well as local government contribution.
- AHAC recommendations will be brought to the County Commission for approval and encumbrance of funds contingent upon award
- Encumbrance is de-obligated if application is not awarded.

Punta Gorda

AHAC Plan for 2027 LGAO

- The Affordable Housing Advisory Committee (AHAC) recommends simultaneous RFAs for the City and County LGAO.
- AHAC recommends both RFAs be administered through the Charlotte HOME program and include application for incentives and subsidies as well as local government contribution for one (1) project each.
- City will draft specific priorities and preference points.
- The city could support an LGAO RFA.
- Applications for City LGAO will be reviewed and scored by Charlotte HOME Review Committee, to include representation from Punta Gorda City government.
- AHAC recommendations brought to each governing body for approval and encumbrance of funds contingent upon award of RFA 2027-201.
- Encumbrance is de-obligated if application is not awarded
- If not awarded reapply for same project in RFA 2028 with proof of continuous local support. Will score better 2nd year.

Punta Gorda

Next Steps

- Draft priority language for next RFA in 2027/2028
- Consider a $340,000 encumbrance for the local government contribution toward the preferred application in 2027/2028

Punta Gorda

Questions



Punta Gorda

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 8/2026

REGULAR AGENDA

Title:

Award of Amendment to Parker Mudgett Smith Architects, Inc, for Historic Preservation of City Hall Improvements.

Funds:

1% Sales Tax Fund
Account #: 11830075196202 Project Code: CHPRRH Budget available $11,252,971
Award $359,000

Recommended Action:

Staff recommends award of the Amendment to Parker Mudgett Smith Architects, Inc.

Summary:

On May 1, 2019, City Council awarded a master agreement for Historic Preservation of City Facilities. 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 Parker Mudgett Smith Architects, Inc. to design City Hall improvements with the requirements of the US Secretary of the Interior, American with Disabilities Act Accessibility Guidelines and Florida Building Code. An updated condition assessment will be conducted of existing conditions and the findings will be presented to City Council prior to the design development.

The total cost of this authorization is $359,000.00. The project will be completed over a period of approximately 16 months.

Department/Division: Procurement

EXHIBITS:

1. Agreement
2. Recommendation for Award

AMENDMENT 2
MASTER AGREEMENT #U2018104/ENG-HISTPRES/0908
B2025108/SA4

THIS AMENDMENT DATED _____, 2026, IS TO THE ORIGINAL AGREEMENT dated May 1, 2019, by and between:

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

(hereinafter called **CITY);** and

Parker/Mudgett/Smith Architects, Inc.
2136 McGregor Blvd
Fort Myers, FL 33901
(239) 332-1171

(hereinafter called **CONSULTANT)**

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

ARTICLE 1 - WORK

SPECIFIC AUTHORIZATION B2025108/SA4: Proposed scope of services and fees are identified in Exhibit A. This Specific Authorization scope of work is generally described as Architectural services to evaluate, design, provide construction documents, and bidding assistance for improvements necessary for City Hall. The CONSULTANT shall provide all deliverables in accordance with Exhibit A.

ARTICLE 2 - REPRESENTATIVE

SPECIFIC AUTHORIZATION *B2025108/SA4*: Urban Design 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 # B2025108/SA4: CONSULTANT** and the CITY have individually and mutually agreed the Consultant will complete tasks in accordance with the schedule in Exhibit A.

ARTICLE 4 - CONTRACT PRICE

1. **SPECIFIC AUTHORIZATION # B2025108/SA4:** The not-to-exceed cost for Specific Authorization #2, Task 1 through Task 6 (Exhibit A), in accordance with the current Agreement Rates, is THREE HUNDRED FIFTY-NING THOUSAND AND NO/100 ($359,000.00), which is inclusive of all expenses to complete Task 1 through 6.

ARTICLE 5 – PAYMENT TERMS

CITY shall make monthly payments based on the CONSULTANT'S task for the invoice period, CITY's approval of deliverables and/or breakdown identified in the table below for each task and in accordance with payment schedule.

Task	Task Description	Lump Sum (LS) or Not-to-Exceed (NTE)	Task Total
1	**GENERAL ITEMS** Deliverable(s): 1.A. – Kick-off Meeting Deliverable(s): Minutes 1.B. – Manage project, meet with team - Develop & maintain delivery schedule, 1 progress meeting each Month – pdf - Direct and monitor subconsultants work - Design & construct to US Secretary of the Interior, ADA guidelines, a Florida building codes	LS	$ 5,000.00
2	**UPDATE CONDITION ASSESSMENT TO INCLUDE MEP SYSTEMS, STRUCTURAL, HISTORIC PRESERVATION AND ARCHITECTURAL ANALYSIS OF EXISTING CONDITIONS** Deliverable(s): 2.A - Draft updated condition assessment report – Digital & PDF $27,000 2.B – Final condition assessment report – Digital & PDF $27,000 2.C – Cost Estimate – Architectural Order of Magnitude – PDF $2,500 2.D – Present Final condition assessment and cost estimate to City Council Attendance at meeting $2,500.00	LS	$ 59,000.00
3	**SCHEMATIC DESIGN DEVELOPMENT OF RESTORATION, REPAIRS, AND REMODELING** Deliverable(s): 3.A. – 30% Level submission for City Staff review – PDF $65,000 3.B. – 90% Level submission for City Staff review – PDF $75,000 90% Construction cost estimates – PDF 90% Technical Specifications - PDF	LS	$ 140,000.00
4	**CONSTRUCTION CONTRACT DOCUMENTS FOR BIDDING, PERMITTING, AND CONSTRUCTION** Deliverable(s): 4.A. – 100% Construction signed and sealed plan set 24x36 sheets PDF $100,000.00 Signed and sealed 100% construction plan technical specification Package – PDF 4.B. - 100% Construction Cost Estimate – PDF $20,000 Schedule of Values – pdf and excel format	LS	$ 120,000.00
5	**ASSISTANCE DURING BIDDING AND PERMITTING** DELIVERABLE(S): - Attend Pre-bid meeting and answer questions. - Provide written response to requests for information & clarification	LS	$ 15,000.00

6	**SECURITY SYSTEM DESIGN** Deliverable(s): • Provide fully integrated security system design tailored to the City's needs and risk profiles. • Design to include camera locations, control panel, cabling, access controls, connection to fire alarm systems and coordination with City standards.		$ 20,000.00
EXTENDED TOTAL – TASKS 1 THROUGH 6			**$ 359,000.00**

Not to Exceed Tasks:

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

ARTICLE 6 – LIQUIDATED DAMAGES

If the CONSULTANT fails to complete the work within the times or milestones specified in this Agreement, or any written extension, the CONSULTANT shall pay to CITY as liquidated damages, but not as a penalty, One Hundred Dollar ($100.00) per calendar day for each day of delay in the completion of any portion of the work. The total liquidated damages payable by the Consultant shall not exceed ten percent (10%) of the total Agreement value.

ARTICLE 7 - 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 CONSULTANT 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 additional construction costs resulting from CONSULTANT's errors and omissions, or other deficiencies in its designs, drawings, reports or other services to the extent that such are caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT.

ARTICLE 8 – PUBLIC RECORDS COMPLIANCE

1. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., CONSULTANT agrees to comply with all public records laws, specifically to:

A. Keep and maintain public records required by the CITY to perform the service.

i. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/).*

ii. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. CONTRACTOR'S records under this Agreement include but are not limited to, supplier/subCONSULTANT invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed

the cost provided for by law. If a CONSULTANT does not comply with the CITY's request for records, CITY shall enforce the provisions in accordance with the contract.

C. Ensure that project 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 this Agreement if the CONSULTANT does not transfer the records to CITY.

D. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon the completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

A CONSULTANT who fails to provide the public records to the CITY within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

CONSULTANT selected the following option for the management of public records upon final completion of the project:

☐ CONSULTANT elects to submit ALL documentation related to this Agreement, inclusive of sub-contracts, in electronic format, which is acceptable to the City, to the CONTRACT ADMINISTRATOR. Final payment will not be processed without the CITY's receipt of all documentation.

☐ CONSULTANT elects to assume the responsibility to manage and retain ALL documentation related to this Agreement in full accordance with Chapter 119 State Statute and the General Records Schedule GS1-SL for State and Local Government Agencies. (*See* *http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/)*

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF PUNTA GORDA PURCHASING DIVISION CUSTODIAN OF PUBLIC RECORDS AT (941)575-3366, PGPURCH@PGORDA.US, OR 326 W. MARION AVENUE, PUNTA GORDA FL 33950.

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 first date written above on Page One of this Amendment.

CITY OF PUNTA GORDA	PARKER/MUDGETT/SMITH ARCHITECTS, INC.
BY: _____	BY: _____
Print: _____	Print: _____
WITNESS: _____	WITNESS: _____
ADDRESS FOR GIVING NOTICES: Procurement Office 326 W. Marion Avenue Punta Gorda, FL 33950	ADDRESS FOR GIVING NOTICES: 2136 McGregor Blvd Fort Myers, FL 33901

City of Punta Gorda
Historic City Hall Restoration
PARKER/MUDGETT/SMITH ARCHITECTS, INC.
February 2026

SCOPE OF SERVICE FOR AMENDMENT #4

TASK 1 General Items

1.A Initiate Kick-off Meeting with City staff to refine and finalize the scope - Minutes in PDF.
1.B Manage the effort of this contract and meet with the project team when appropriate to facilitate successful delivery of the project

Develop and maintain a schedule of delivering the project and at a minimum one (1) progress meeting each month with City Staff (in person, virtual, and/or teleconference) – PDF

PMSA is responsible for all subconsultants and shall direct, arrange, and monitor work

PMSA will design and construct to the requirements of the US Secretary of the Interior, Americans with Disabilities Act Accessibility Guidelines, and the 2023 Florida Building Code [note the authorization letter dated 26 Nov 2025 says "2017".

TASK 2 Update Condition Assessment to Include MEP systems, Structural, Historic Preservation and Architectural analysis of existing conditions

2.A Draft updated condition assessment for city comment – PDF
2.B Final condition assessment report - Digital and PDF
2.C Cost Estimate - Architectural Order of Magnitude – PDF
2.D Present final condition assessment and cost estimate to City Council - Attendance at Meeting

TASK 3 Schematic Design Development of Restoration, Repairs, and Remodeling

3.A 30% Level submission for City Staff review - PDF
3.B 90% Level submission for City Staff review - PDF
90% Construction Cost Estimates - PDF
90% Technical Specifications – PDF

TASK 4 Construction Contract Documents for Bidding, Permitting, and Construction

4.A 100% Construction Signed and sealed plan set on 24" x 36" sheets - PDF
Signed and sealed 100% Construction plan technical specification package(s) - PDF
4.B 100% Construction Cost Estimate - PDF LS
Schedule of Values - PDF and Excel format

TASK 5 Assistance During Bidding and Permitting

5.A City's Procurement Office will prepare the solicitation package, aka Division 00, for construction bidding. The PMSA final construction plans and specifications will be referred to in the solicitation document. The procurement Office will use the Bid Schedule by work division with Engineers' quantities in the package.

PMSA will attend pre-bid meeting by prospective contractors, and answer questions during the bidding process. Written responses to requests for information and clarification during bidding period – PDF

TASK 6 Security Systems

6.A Genesis will provide a comprehensive, fully integrated security system design tailored to the county building's operational needs and risk profile. Our design will include layered access control with credentialed entry points, visitor management, and secure zoning for sensitive departments; a networked video surveillance system with strategically placed interior and exterior cameras to ensure full coverage of public areas, entrances, parking facilities, and critical infrastructure; intrusion detection with door contacts, motion sensors, and glass-break devices; and centralized monitoring with real-time alerting and reporting capabilities. The system architecture will emphasize scalability, cybersecurity protection, code compliance, and seamless integration with existing building systems to ensure reliable performance, ease of administration, and long-term adaptability for the county’s evolving security requirements.

The security design will include camera locations, the control panel, cabling, access controls, connections to fire alarm systems and coordination with County Standards.

City of Punta Gorda

HISTORIC CITY HALL RESTORATION

Parker/Mudgett/Smith Architects, Inc.

February 2026

Task	Task Description and Deliverables	Fee (NTE of LS)	Task Total
1	General Items (Kick-Off)	LS	$ 5,000.00
2	Update Conditions Assessment	LS	$ 59,000.00
3	Schematic Design (30% & 90%)	LS	$ 140,000.00
4	Construction Contract Documents	LS	$ 120,000.00
5	Assistance During Bidding & Permitting	LS	$ 15,000.00
6	Security System	LS	$ 20,000.00

City of Punta Gorda
Historic City Hall Restoration
February 2026

PARKER/MUDGETT/SMITH ARCHITECTS, INC.

PERSONNEL TO BE ASSIGNED TO THE JOB	
TEAM MEMBER	POSITION
W. Jeffrey Mudgett, AIA	Principal
Sean P. Gilmore, AIA	Principal
Jamie C. Crofoot, AIA	Principal
Richard D. Miner	Senior Project Manager
Nancy de La Vega, Assoc. AIA	Project Manager
Adonis Morejon	Senior Designer
Justin Devine	Drafter
Jennifer G. Smith	Administration

GENESIS ENGINEERING GROUP, LLC

PERSONNEL TO BE ASSIGNED TO THE JOB	
TEAM MEMBER	POSITION
Timothy Shiero	Principal
Victoria W. Robertson, PE	Sr. Mechanical Engineer
Dan Schafran, PE	Sr. Electrical Engineer
Roger Shearrow, PE	Sr. Plumbing/Fire Engineer
Russell A. Skrabut, PE	Sr. Structural Engineer
Frank Poruba	Project Manager/Designer

City of Punta Gorda
HISTORIC CITY HALL RESTORATION
Parker/Mudgett/Smith Architects, inc.
February 2026

Task	Task Description and Deliverables	Fee (Not to Exceed-NTE or Lump Sum-LS)	Task Total	Proposed Time Frame
TASK 1	**General Items**			
1.A	Initiate Kick-off Meeting with City staff and to refine and finalize the scope - Minutes in PDF	LS	$5,000	1 week
1.B	Manage the effort of this contract and meet with the project team when appropriate to facilitate successful delivery of the project	$0 [These are supervisory items which are distributed among the Tasks]		
	Develop and maintain a schedule of delivering the project and at a minimum one (1) progress meeting each month with City Staff (in person, virtual, and/or teleconference) - PDF			
	PMSA is responsible for all subconsultants and shall direct, arrange, and monitor work			
	PMSA will design and construct to the requirements of the US Secretary of the Interior, Americans with Disabilities Act Accessibility Guidelines, and the 2023 Florida Building Code [note the authorization letter dated 26 Nov 2025 says "2017"]			
TASK 2	**Update Condition Assessment to Include MEP systems, Structural, Historic Preservation and Architectural analysis of existing conditions**			
2.A	Draft updated condition assessment for city comment - PDF	LS	$27,000	4 months
2.B	Final condition assessment report - Digital and PDF	LS	$27,000	2 months
2.C	Cost Estimate - Architectural Order of Magnitude - PDF	LS	$2,500	
2.D	Present final condition assessment and cost estimate to City Council - Attendance at meeting	LS	$2,500	2 weeks
TASK 3	**Schematic Design Development of Restoration, Repairs, and Remodeling**			
3.A	30% Level submission for City Staff review - PDF	LS	$65,000	3 months
3.B	90% Level submission for City Staff review - PDF	LS	$75,000	5 months
	90% Construction Cost Estimates - PDF			
	90% Technical Specifications - PDF			
TASK 4	**Construction Contract Documents for Bidding, Permitting, and Construction**			
4.A	100% Construction Signed and sealed plan set on 24" x 36" sheets - PDF	LS	$100,000	

4.A	Signed and sealed 100% Construction plan Technical specification package(s) - PDF	LS	$100,000	1 month
4.B	100% Construction Cost Estimate - PDF Schedule of Values - PDF and Excel format	LS	$20,000	

TASK 5	**Assistance During Bidding and Permitting**			
5.A	City's Procurement Office will prepare the solicitation package, aka Division 00, for construction bidding. The PMSA final construction plans and specifications will be referred to in the solicitation document. The procurement Office will use the Bid Schedule by work division with Engineers' quantities in the package. PMSA will attend pre-bid meeting by prospective contractors, and answer questions during the bidding process. Written responses to requests for information and clarification during bidding period - PDF	LS	$15,000	1 month
TASK 6	**Security System Design**	LS	$ 20,000.00	
6.A	Provide a comprehensive, fully integrated security system design tailored to the county building's operational needs and risk profile. Design will include layered access control with credentialed entry points, visitor management, and secure zoning for sensitive departments; a networked video surveillance system with strategically placed interior and exterior cameras to ensure full coverage of public areas, entrances, parking facilities, and critical infrastructure; intrusion detection with door contacts, motion sensors, and glass-break devices; and centralized monitoring with real-time alerting and reporting capabilities. The system architecture will emphasize scalability, cybersecurity protection, code compliance, and seamless integration with existing building systems to ensure reliable performance, ease of administration, and long-term adaptability for the county's evolving security requirements. The security design will include camera locations, the control panel, cabling, access controls, connections to fire alarm systems and coordination with County Standards.	LS	$ 20,000.00	TBD
		TOTAL:	**$359,000**	**16 MONTHS 3 WEEKS ***

City of Punta Gorda
HISTORIC CITY HALL RESTORATION
Parker/Mudgett/Smith Architects, inc.
February 2026

Task	Task Description and Deliverables	Fee (Not to Exceed-NTE or Lump Sum-LS)	Task Total
TASK 1	**General Items**		
1.A	Initiate Kick-off Meeting with City staff and to refine and finalize the scope - Minutes in PDF	LS	$5,000
1.B	Manage the effort of this contract and meet with the project team when appropriate to facilitate successful delivery of the project	LS	$0
	Develop and maintain a schedule of delivering the project and at a minimum one (1) progress meeting each month with City Staff (in person, virtual, and/or teleconference) - PDF		
	PMSA is responsible for all subconsultants and shall direct, arrange, and monitor work		
	PMSA will design and construct to the requirements of the US Secretary of the Interior, Americans with Disabilities Act Accessibility Guidelines, and the 2023 Florida Building Code [note the authorization letter dated 26 Nov 2025 says "2017"]		[These are supervisory items which are distributed among the Tasks]

TASK 2	**Update Condition Assessment to Include MEP systems, Structural, Historic Preservation and Architectural analysis of existing conditions**		
2.A	Draft updated condition assessment for city comment - PDF	LS	$27,000
2.B	Final condition assessment report - Digital and PDF	LS	$27,000
2.C	Cost Estimate - Architectural Order of Magnitude - PDF	LS	$2,500
2.D	Present final condition assessment and cost estimate to City Council - Attendance at meeting	LS	$2,500

TASK 3	**Schematic Design Development of Restoration, Repairs, and Remodeling**		
3.A	30% Level submission for City Staff review - PDF	LS	$65,000
3.B	90% Level submission for City Staff review - PDF	LS	$75,000
	90% Construction Cost Estimates - PDF		
	90% Technical Specifications - PDF		

City of Punta Gorda
HISTORIC CITY HALL RESTORATION
Parker/Mudgett/Smith Architects, inc.
February 2026

TASK 4	**Construction Contract Documents for Bidding, Permitting, and Construction**		
4.A	100% Construction Signed and sealed plan set on 24" x 36" sheets - PDF Signed and sealed 100% Construction plan Technical specification package(s) - PDF	LS	$100,000
4.B	100% Construction Cost Estimate - PDF Schedule of Values - PDF and Excel format	LS	$20,000

TASK 5	**Assistance During Bidding and Permitting**		
5.A	City's Procurement Office will prepare the solicitation package, aka Division 00, for construction bidding. The PMSA final construction plans and specifications will be referred to in the solicitation document. The procurement Office will use the Bid Schedule by work division with Engineers' quantities in the package. PMSA will attend pre-bid meeting by prospective contractors, and answer questions during the bidding process. Written responses to requests for information and clarification during bidding period - PDF	LS	$15,000
TASK 6	**SECURITY SYSTEM DESIGN**		
6.A	Provide a comprehensive, fully integrated security system design tailored to the county building's operational needs and risk profile. Design will include layered access control with credentialed entry points, visitor management, and secure zoning for sensitive departments; a networked video surveillance system with strategically placed interior and exterior cameras to ensure full coverage of public areas, entrances, parking facilities, and critical infrastructure; intrusion detection with door contacts, motion sensors, and glass-break devices; and centralized monitoring with real-time alerting and reporting capabilities. The system architecture will emphasize scalability, cybersecurity protection, code compliance, and seamless integration with existing building systems to ensure reliable performance, ease of administration, and long-term adaptability for the county's evolving security requirements. The security design will include camera locations, the control panel, cabling, access controls, connections to fire alarm systems and coordination with County Standards.	LS	$20,000
		TOTAL:	**$359,000**

Punta Gorda City Hall - Amendment 2
Parker/Mudgett/Smith Architects, Inc.
Fee Schedule
February 2026

Task No.		Task Title		Arch Prin Hrs. $270	Arch Sr PM Hrs. $225	Arch Proj Manger Hrs. $200	Arch Designer Hrs. $175	Arch Cad Tech Hrs. $125	Arch Prof Admin Hrs. $100.00	Arch Hours	Struc Principal Hrs. $235	Struc PM $165	Struc Engineer $135	Struc Clerical Hrs. $65	Struc Hrs.	MEP Prin/QC Hrs. $235	MEP Sr Proj Eng/Eng V Hrs. $165	MEP Sr Eng Hrs. $165	MEP PM Hrs. $165	MEP Eng / Designer $90	MEP Designer I/CADD Tech / Clerical Hrs. $65	MEP Hours	Total (Hours)	Total Arch Fee	Total Structural Fee	Total MEP Fee	Total Fee	
Task 1		GENERAL ITEMS																										
1.A		Initiate Kick-Off Meeting		10		11			1	22																		
		SUBTOTAL	**$5,000**	$ 2,700		$ 2,200			$ 100														22	$5,000	$0	$0	5,000	
Task 2		UPDATE CONDITIONS ASSESSMENT																										
	2.A	Draft Updated Conditions Assessment	$ 27,000.00		40	80			20	140																		
	2.B	Final Conditions Assessment	$ 27,000.00		40	80			20	140																		
	2.C	Cost Estimate - Order of Magnitute	$ 2,500.00		8	3			1	12																		
	2.D	Present Final Assessment to City	$ 2,500.00		8	3			1	12																		
										304																		
		SUBTOTAL	**$59,000**		$ 21,600	$ 33,200			$ 4,200														304	$59,000	$0	$0	59,000	
Task 3		SCHEMATIC DESIGN																										
	3.A	30% for Staff Review	$ 65,000.00	82	66			47	8.0	203.0	12	20	22	4.00	58	22		14		60.0	2	98						
	3.B	90% for Staff Review, Cost Estimate & Tech Specifications	$ 75,000.00	84	46		36	80	3.8	250	14	26	19	4.00	63	24		14		63.5	3	105						
										453					121							203						
		SUBTOTAL	**$140,000**	$ 44,820	$ 25,200		$ 6,300	$ 15,875	$ 1,180		$6,110	$7,590	$5,535	$520		$10,810		$4,620		$11,115	$325		776	$93,375	$19,755	$26,870	140,000	
Task 4		CONTRACT DOCUMENTS																										
	4.A	100% s/s Contract Documents		0	109	85	82	60	18.0	354	18	30	36	6.0	90	20	22	18	22	28	2.0	112						
	4.B	Construction Cost Estimate		6	8	23	10	20	5	72	3	16	10	2.0	31	6	22				3.0	31						
										426					121							143						
		SUBTOTAL	**$120,000**	$ 1,620	$ 26,325	$ 21,600	$ 16,100	$ 10,000	$ 2,300		$4,935	$7,590	$6,210	$520		$6,110	$7,260	$2,970	$3,630	$2,520	$325		690	$77,945	$19,255	$22,815	120,015	
Task 5	5.A	ASSISTANCE DURING BIDDING & PERMITTING			8	19		26	9	62	6	4	1	2.25	13	8	2		3		3	16					-15	Vendor rounding down
		SUBTOTAL	**$15,000**		$ 1,800.00	$ 3,800.00		$ 3,250.00	$ 900.00		$1,410	$660	$135	$146		$1,880	$330		$495		$195		91	$9,750	$2,351	$2,900	15,001	
TASK 6	6.A	SECURITY SYSTEM DESIGN			14	26	4	0	4.0	48.0	3	16	8		27	6	27				4	37					-1	Vendor rounding down
		SUBTOTAL	**$20,000**		$3,150	$5,200	$700	$0	$400		$705	$2,640	$1,080	$0		$1,410	$4,455				$260		112	$9,450	$4,425	$6,125	20,000	
		REIMBURSABLES (NTE)																										
		PROJECT TOTAL	**$ 359,000.00**	**$ 49,140**	**$ 78,075**	**$ 66,000**	**$ 23,100**	**$ 29,125**	**$ 9,080**	**$254,520**	**$13,160**	**$18,480**	**$12,960**	**$1,186**	**$45,786**	**$20,210**	**$12,045**	**$7,590**	**$4,125**	**$13,635**	**$1,105**	**$58,710**		**$254,520**	**$45,786**	**$58,710**	**359,000**	

359,000

NOTES:
1. There are no Reimbursables per the City's Schedule of Allowable Reimbursable Expenses
2. Does not include specialty contracts to be made directly with the City such as hazardous materials, grout/mortar analysis, paint analysis, IAQ, pest control, etc.

INTEROFFICE MEMORANDUM

To: **Boyd Lawrence, Kristin Simeone, and Melissa Reichert**
From: Anne Heinen, Procurement Manager
Date: March 23, 2026
Subject: Recommendation for Award – B2025108/SA4 – City Hall
Master Agreement U2018104/ENG-HISTPRES/0908

On May 1, 2019, City Council awarded a master agreement for Historic Preservation of City Facilities. 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 Parker Mudgett Smith Architects, Inc. to design City Hall improvements with the requirements of the US Secretary of the Interior, American with Disabilities Act Accessibility Guidelines and Florida Building Code. An updated condition assessment will be performed of existing conditions and will present the findings to City Council prior to the design development.

The total cost of this authorization is $359,000.00. The project will be completed over a period of approximately 16 months.

Funding: Account # _11830075196202_____ Project Code #__CHPRRH_____
☑ Funds available ☐ Funds not available/transfer required ☐ Funds not available/to be appropriated

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.

Boyd Lawrence ✓ Concur _____ Non-Concurrence _____ Date 3/23/26
Boyd Lawrence, Planning Director

Kristin Simeone Digitally signed by Kristin Simeone Date: 2026.03.24 16:10:28 -04'00' ✓ Concur _____ Non-Concurrence _____ Date _____
Kristin Simeone, Finance Director

Melissa Reichert ✓ Concur _____ Non-Concurrence _____ Date 3/23/2026
Melissa Reichert, City Manager

City of Punta Gorda
Historic City Hall Restoration
PARKER/MUDGETT/SMITH ARCHITECTS, INC.
February 2026

SCOPE OF SERVICE FOR AMENDMENT #4

TASK 1 General Items

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1.B Manage the effort of this contract and meet with the project team when appropriate to facilitate successful delivery of the project

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TASK 2 Update Condition Assessment to Include MEP systems, Structural, Historic Preservation and Architectural analysis of existing conditions

2.A Draft updated condition assessment for city comment – PDF

2.B Final condition assessment report - Digital and PDF

2.C Cost Estimate - Architectural Order of Magnitude – PDF

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3.B 90% Level submission for City Staff review - PDF
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90% Technical Specifications – PDF

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4.B 100% Construction Cost Estimate - PDF LS
Schedule of Values - PDF and Excel format

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PMSA will attend pre-bid meeting by prospective contractors, and answer questions during the bidding process. Written responses to requests for information and clarification during bidding period – PDF

TASK 6 Security Systems

6.A Genesis will provide a comprehensive, fully integrated security system design tailored to the county building's operational needs and risk profile. Our design will include layered access control with credentialed entry points, visitor management, and secure zoning for sensitive departments; a networked video surveillance system with strategically placed interior and exterior cameras to ensure full coverage of public areas, entrances, parking facilities, and critical infrastructure; intrusion detection with door contacts, motion sensors, and glass-break devices; and centralized monitoring with real-time alerting and reporting capabilities. The system architecture will emphasize scalability, cybersecurity protection, code compliance, and seamless integration with existing building systems to ensure reliable performance, ease of administration, and long-term adaptability for the county’s evolving security requirements.

The security design will include camera locations, the control panel, cabling, access controls, connections to fire alarm systems and coordination with County Standards.

City of Punta Gorda

HISTORIC CITY HALL RESTORATION

Parker/Mudgett/Smith Architects, Inc.

February 2026

Task	Task Description and Deliverables	Fee (NTE of LS)	Task Total
1	General Items (Kick-Off)	LS	$ 5,000.00
2	Update Conditions Assessment	LS	$ 59,000.00
3	Schematic Design (30% & 90%)	LS	$ 140,000.00
4	Construction Contract Documents	LS	$ 120,000.00
5	Assistance During Bidding & Permitting	LS	$ 15,000.00
6	Security System	LS	$ 20,000.00

City of Punta Gorda
Historic City Hall Restoration
February 2026

PARKER/MUDGETT/SMITH ARCHITECTS, INC.

PERSONNEL TO BE ASSIGNED TO THE JOB	
TEAM MEMBER	POSITION
W. Jeffrey Mudgett, AIA	Principal
Sean P. Gilmore, AIA	Principal
Jamie C. Crofoot, AIA	Principal
Richard D. Miner	Senior Project Manager
Nancy de La Vega, Assoc. AIA	Project Manager
Adonis Morejon	Senior Designer
Justin Devine	Drafter
Jennifer G. Smith	Administration

GENESIS ENGINEERING GROUP, LLC

PERSONNEL TO BE ASSIGNED TO THE JOB	
TEAM MEMBER	POSITION
Timothy Shiero	Principal
Victoria W. Robertson, PE	Sr. Mechanical Engineer
Dan Schafran, PE	Sr. Electrical Engineer
Roger Shearrow, PE	Sr. Plumbing/Fire Engineer
Russell A. Skrabut, PE	Sr. Structural Engineer
Frank Poruba	Project Manager/Designer

City of Punta Gorda
HISTORIC CITY HALL RESTORATION
Parker/Mudgett/Smith Architects, inc.
February 2026

Task	Task Description and Deliverables	Fee (Not to Exceed-NTE or Lump Sum-LS)	Task Total	Proposed Time Frame
TASK 1	**General Items**			
1.A	Initiate Kick-off Meeting with City staff and to refine and finalize the scope - Minutes in PDF	LS	$5,000	1 week
1.B	Manage the effort of this contract and meet with the project team when appropriate to facilitate successful delivery of the project	$0 [These are supervisory items which are distributed among the Tasks]		
	Develop and maintain a schedule of delivering the project and at a minimum one (1) progress meeting each month with City Staff (in person, virtual, and/or teleconference) - PDF			
	PMSA is responsible for all subconsultants and shall direct, arrange, and monitor work			
	PMSA will design and construct to the requirements of the US Secretary of the Interior, Americans with Disabilities Act Accessibility Guidelines, and the 2023 Florida Building Code [note the authorization letter dated 26 Nov 2025 says "2017"]			
TASK 2	**Update Condition Assessment to Include MEP systems, Structural, Historic Preservation and Architectural analysis of existing conditions**			
2.A	Draft updated condition assessment for city comment - PDF	LS	$27,000	4 months
2.B	Final condition assessment report - Digital and PDF	LS	$27,000	2 months
2.C	Cost Estimate - Architectural Order of Magnitude - PDF	LS	$2,500	
2.D	Present final condition assessment and cost estimate to City Council - Attendance at meeting	LS	$2,500	2 weeks
TASK 3	**Schematic Design Development of Restoration, Repairs, and Remodeling**			
3.A	30% Level submission for City Staff review - PDF	LS	$65,000	3 months
3.B	90% Level submission for City Staff review - PDF	LS	$75,000	5 months
	90% Construction Cost Estimates - PDF			
	90% Technical Specifications - PDF			
TASK 4	**Construction Contract Documents for Bidding, Permitting, and Construction**			
4.A	100% Construction Signed and sealed plan set on 24" x 36" sheets - PDF	LS	$100,000	

4.A	Signed and sealed 100% Construction plan Technical specification package(s) - PDF	LS	$100,000	1 month
4.B	100% Construction Cost Estimate - PDF Schedule of Values - PDF and Excel format	LS	$20,000	

TASK 5	**Assistance During Bidding and Permitting**			
5.A	City's Procurement Office will prepare the solicitation package, aka Division 00, for construction bidding. The PMSA final construction plans and specifications will be referred to in the solicitation document. The procurement Office will use the Bid Schedule by work division with Engineers' quantities in the package. PMSA will attend pre-bid meeting by prospective contractors, and answer questions during the bidding process. Written responses to requests for information and clarification during bidding period - PDF	LS	$15,000	1 month
TASK 6	**Security System Design**	LS	$ 20,000.00	
6.A	Provide a comprehensive, fully integrated security system design tailored to the county building's operational needs and risk profile. Design will include layered access control with credentialed entry points, visitor management, and secure zoning for sensitive departments; a networked video surveillance system with strategically placed interior and exterior cameras to ensure full coverage of public areas, entrances, parking facilities, and critical infrastructure; intrusion detection with door contacts, motion sensors, and glass-break devices; and centralized monitoring with real-time alerting and reporting capabilities. The system architecture will emphasize scalability, cybersecurity protection, code compliance, and seamless integration with existing building systems to ensure reliable performance, ease of administration, and long-term adaptability for the county's evolving security requirements. The security design will include camera locations, the control panel, cabling, access controls, connections to fire alarm systems and coordination with County Standards.	LS	$ 20,000.00	TBD
		TOTAL:	**$359,000**	**16 MONTHS 3 WEEKS ***

City of Punta Gorda
HISTORIC CITY HALL RESTORATION
Parker/Mudgett/Smith Architects, inc.
February 2026

Task	Task Description and Deliverables	Fee (Not to Exceed-NTE or Lump Sum-LS)	Task Total
TASK 1	**General Items**		
1.A	Initiate Kick-off Meeting with City staff and to refine and finalize the scope - Minutes in PDF	LS	$5,000
1.B	Manage the effort of this contract and meet with the project team when appropriate to facilitate successful delivery of the project	LS	$0
	Develop and maintain a schedule of delivering the project and at a minimum one (1) progress meeting each month with City Staff (in person, virtual, and/or teleconference) - PDF		
	PMSA is responsible for all subconsultants and shall direct, arrange, and monitor work		
	PMSA will design and construct to the requirements of the US Secretary of the Interior, Americans with Disabilities Act Accessibility Guidelines, and the 2023 Florida Building Code [note the authorization letter dated 26 Nov 2025 says "2017"]		[These are supervisory items which are distributed among the Tasks]

TASK 2	**Update Condition Assessment to Include MEP systems, Structural, Historic Preservation and Architectural analysis of existing conditions**		
2.A	Draft updated condition assessment for city comment - PDF	LS	$27,000
2.B	Final condition assessment report - Digital and PDF	LS	$27,000
2.C	Cost Estimate - Architectural Order of Magnitude - PDF	LS	$2,500
2.D	Present final condition assessment and cost estimate to City Council - Attendance at meeting	LS	$2,500

TASK 3	**Schematic Design Development of Restoration, Repairs, and Remodeling**		
3.A	30% Level submission for City Staff review - PDF	LS	$65,000
3.B	90% Level submission for City Staff review - PDF	LS	$75,000
	90% Construction Cost Estimates - PDF		
	90% Technical Specifications - PDF		

City of Punta Gorda
HISTORIC CITY HALL RESTORATION
Parker/Mudgett/Smith Architects, inc.
February 2026

TASK 4	**Construction Contract Documents for Bidding, Permitting, and Construction**		
4.A	100% Construction Signed and sealed plan set on 24" x 36" sheets - PDF Signed and sealed 100% Construction plan Technical specification package(s) - PDF	LS	$100,000
4.B	100% Construction Cost Estimate - PDF Schedule of Values - PDF and Excel format	LS	$20,000

TASK 5	**Assistance During Bidding and Permitting**		
5.A	City's Procurement Office will prepare the solicitation package, aka Division 00, for construction bidding. The PMSA final construction plans and specifications will be referred to in the solicitation document. The procurement Office will use the Bid Schedule by work division with Engineers' quantities in the package. PMSA will attend pre-bid meeting by prospective contractors, and answer questions during the bidding process. Written responses to requests for information and clarification during bidding period - PDF	LS	$15,000
TASK 6	**SECURITY SYSTEM DESIGN**		
6.A	Provide a comprehensive, fully integrated security system design tailored to the county building's operational needs and risk profile. Design will include layered access control with credentialed entry points, visitor management, and secure zoning for sensitive departments; a networked video surveillance system with strategically placed interior and exterior cameras to ensure full coverage of public areas, entrances, parking facilities, and critical infrastructure; intrusion detection with door contacts, motion sensors, and glass-break devices; and centralized monitoring with real-time alerting and reporting capabilities. The system architecture will emphasize scalability, cybersecurity protection, code compliance, and seamless integration with existing building systems to ensure reliable performance, ease of administration, and long-term adaptability for the county's evolving security requirements. The security design will include camera locations, the control panel, cabling, access controls, connections to fire alarm systems and coordination with County Standards.	LS	$20,000
		TOTAL:	**$359,000**

Punta Gorda City Hall - Amendment 2
Parker/Mudgett/Smith Architects, Inc.
Fee Schedule
February 2026

Task No.		Task Title		Arch Prin Hrs. $270	Arch Sr PM Hrs. $225	Arch Proj Manger Hrs. $200	Arch Designer Hrs. $175	Arch Cad Tech Hrs. $125	Arch Prof Admin Hrs. $100.00	Arch Hours	Struc Principal Hrs. $235	Struc PM $165	Struc Engineer $135	Struc Clerical Hrs. $65	Struc Hrs.	MEP Prin/QC Hrs. $235	MEP Sr Proj Eng/Eng V Hrs. $165	MEP Sr Eng Hrs. $165	MEP PM Hrs. $165	MEP Eng / Designer $90	MEP Designer I/CADD Tech / Clerical Hrs. $65	MEP Hours	Total (Hours)	Total Arch Fee	Total Subconsultant Fee	Total Fee
Task 1		GENERAL ITEMS																								
1.A		Initiate Kick-Off Meeting		10		11			1	22																
		SUBTOTAL	$5,000	$ 2,700		$ 2,200			$ 100														22	$5,000	$0	$5,000
Task 2		UPDATE CONDITIONS ASSESSMENT																								
	2.A	Draft Updated Conditions Assessment	$ 27,000.00		40	80			20	140																
	2.B	Final Conditions Assessment	$ 27,000.00		40	80			20	140																
	2.C	Cost Estimate - Order of Magnitute	$ 2,500.00		8	3			1	12																
	2.D	Present Final Assessment to City	$ 2,500.00		8	3			1	12																
		SUBTOTAL	**$ 59,000.00**		$ 21,600	$ 33,200			$ 4,200														304	$59,000	$0	$59,000
Task 3		SCHEMATIC DESIGN																								
	3.A	30% for Staff Review	$ 65,000.00	82	65			44		191.0	9	24	19	3.25	55	20		8		63.5	1	93				
	3.B	90% for Staff Review, Cost Estimate & Tech Specifications	$ 75,000.00	84	44		33	80	4	245	9	24	19	3.25	55	20		8		63.5	1	93				
				166	109			124	4																	
		SUBTOTAL	**$ 140,000.00**	$ 44,820	$ 24,525		$ 5,775	$ 15,500	$ 380		**$4,230**	**$7,920**	**$5,130**	**$423**		**$9,400**		**$2,640**		**$11,430**	**$130**		732	$91,000	$41,303	$132,303
Task 4		CONTRACT DOCUMENTS																								
	4.A	100% s/s Contract Documents		0	80	100	84	84	18.0	366	18	34	39	5.8	97	26	28	18	24	32	1.8	130				
	4.B	Construction Cost Estimate		5	8	25	10	24	1	73	3	16	8		27	6	26				3.0	35				
		SUBTOTAL	$120,000	$ 1,350	$ 19,800	$ 25,000	$ 16,450	$ 13,500	$ 1,900		**$4,935**	**$8,250**	**$6,345**	**$377**		**$7,520**	**$8,910**	**$2,970**	**$3,960**	**$2,880**	**$312**		728	$78,000	$46,459	$124,459
Task 5	5.A	ASSISTANCE DURING BIDDING & PERMITTING			8	19		26	9	62	6	4		2.3	12	8	2		3		3	16				
		SUBTOTAL	$15,000		$ 1,800.00	$ 3,800.00		$ 3,250.00	$ 900.00		**$1,410**	**$660**		**$146**		**$1,880**	**$330**		**$495**		**$195**		90	$9,750	$5,116	$14,866
TASK 6	6.A	SECURITY SYSTEM DESIGN			14	27	6	26	1.5	74.5	3	16	8		27	6	26				4	36				
		SUBTOTAL	**$30,000**		$3,150	$5,400	$1,050	$3,250	$150		**$705**	**$2,640**	**$1,080**	**$0**		$1,410	$4,290				**$260**		137	$13,000	$10,385	
		REIMBURSABLES (NTE)																								$0
		PMSA BASIC SERVICES SUBTOTAL (Tasks 1 - 6)																								
																										$255,750
		PROJECT TOTAL	**$ 369,000.00**	$ 48,870	$ 70,875	$ 69,600	$ 23,275	$ 35,500	$ 7,630	**$255,750**	$11,280	$19,470	$12,555	$946	$44,251	$20,210	$13,530	$5,610	$4,455	$14,310	$897	$59,012		$255,750	$103,263	**$359,013**

$ 359,000.00

NOTES:
1. There are no Reimbursables per the City's Schedule of Allowable Reimbursable Expenses
2. Does not include specialty contracts to be made directly with the City such as hazardous materials, grout/mortar analysis, paint analysis, IAQ, pest control, etc.

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 8/2026

REGULAR AGENDA

Title:	Application and Permit Approval Periods
Funds:	Not applicable.
Recommended Action:	This item is for discussion purposes, and for City Council to provide staff with any necessary direction.
Summary:	Staff will provide a presentation detailing various applications and permits processed through Zoning and Urban Design and the associated periods for which an approval is valid.
Department/Division:	Urban Design

EXHIBITS:

1. Application Approval Timelines

Application and Permit Approval Timelines

Punta Gorda

City Council - April 8, 2026
Zoning & Code Compliance Division

General Timeline Information

- Punta Gorda Code
  - Approval timelines and limitations vary by application
  - Some sections don't specify a timeline, but allow for conditions of approval to outline same

- Florida Statutes
  - F.S. § 163.3164 – defines development order and development permit
  - F.S. § 166.033 – outlines process for issuance
  - F.S. § 252.363 – timeline extension related to natural disaster(s)

Punta Gorda

Certificate of Appropriateness

- PG Code, Chapter 26, Section 16.3(k)
  - Valid for 6 months
  - May be renewed if requested within 1 year from original date of issuance

Punta Gorda

Demolition Permit

- PG Code, Chapter 26, Section 16.5(e)
  - Zoning approval is valid for 60 days*
  - Section does not provide for a renewal or extension

* This specifically pertains to zoning review/approval and may differ from building permit timelines.

Punta Gorda

Development Plan

- PG Code, Chapter 26, Section 16.6(k)
  - Valid for 1 year
  - May be renewed for 6 months if an extension application is properly filed and approved

Punta Gorda

Special Exception

- PG Code, Chapter 26, Section 16.8(o)(8)
  - Valid for 2 years (to obtain permit and/or begin use)
  - Can add additional condition of approval that specifies a timeframe

Punta Gorda

Temporary Use Permit

- PG Code, Chapter 26, Section 16.9(a)
  - Varies by type of TUP:
    - Christmas trees, farmers market, etc. – 60 days
    - Temporary storage container – 45 days
    - Temporary construction office – 6 months
    - Others don't specify
  - Can add condition of approval that specifies a timeframe

Punta Gorda

Variance

- PG Code, Chapter 26, Section 16.10(h)
  - Does not specify a timeframe
  - Can add condition of approval that specifies a timeframe

Punta Gorda

Vested Rights

- PG Code, Chapter 26, Section 16.10(h)
  - Does not specify a timeframe
  - Can add condition of approval that specifies a timeframe

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Florida Statute Timelines

- F.S. § 163.3164 – Community Planning Act; definitions.
  - (16) "Development Permit" – term includes the applications previously mentioned
- F.S. § 252.363 – Tolling and extension of permits and other authorizations.
  - Outlines parameters for the extension of approval timeframes due to a state of emergency for a natural emergency

Punta Gorda

Questions?

Punta Gorda

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 8/2026

REGULAR AGENDA

Title:	Discussion regarding Allowable Travel Van Length
Funds:	Not applicable.
Recommended Action:	This agenda item is intended for City Council discussion and direction to staff regarding potential amendments to the Punta Gorda Code.
Summary:	The City of Punta Gorda Land Development Regulations limit the length of a travel van allowed to be parked and stored on residential property within the Special Residential Overlay (SRO) District. Outside of the SRO, a property owner may park or store their recreational vehicle - not limited to a travel van - on their property, and is not limited specifically to length. This discussion is intended to provide staff with direction and feedback on whether amendments to the code are desired.
Department/Division:	Urban Design

EXHIBITS:

1. Travel Van Length

Travel Van Parking and Storage



Picture from https://www.winnebago.com/models/motorhomes/camper-van

Punta Gorda

City Council - April 8, 2026
Zoning & Code Compliance Division

Land Development Regulations

- Ch. 26, Section 8.10
  - Allows a property owner to park and store a recreational vehicle on the property, so long as they own both (outside of SRO)

- Ch. 26, Section 3.13(j)
  - Allows a property owner to park and store a travel van, 19-feet or less in length, on the driveway overnight (within SRO)
  - Other size or type, 7am to 7pm is ok to park on the driveway
  - Permit may be requested through Code Compliance; limited to 7 nights in a 30-day period.

Punta Gorda

Discussion

- Amend the Code?
  - Allow additional length?
    - Full-size pick up trucks (i.e., F-150) are typically over 19 feet long
    - Mid-size pick up trucks (i.e., Ford Ranger) are typically under 19 feet
    - Travel vans vary between mid- and full-size
  - Allow additional time through permit for other RVs?
- Leave as is?

Punta Gorda

Questions?

Punta Gorda

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 8/2026

REGULAR AGENDA

Title:

Florida Department of Transportation

Traffic Signal Maintenance and Compensation Agreement (TSMCA) with the City of Punta Gorda

Funds:

Recommended Action:

Requesting approval to transfer the City's Traffic Signal Maintenance and Compensation Agreement (TSMCA) with the Florida Department of Transportation to Charlotte County.

Summary:

Requesting approval to transfer the City's Traffic Signal Maintenance and Compensation Agreement (TSMCA) with the Florida Department of Transportation to Charlotte County.

Department/Division: Public Works

EXHIBITS:

1. CITY PG PRESENTATION TSMCA

Florida Department of Transportation

Traffic Signal Maintenance and Compensation Agreement (TSMCA) with the City of Punta Gorda

Originated in 2015, amended and updated 10 times

Punta Gorda

What is the TSMCA? (How It Works)

- Florida Department of Transportation (FDOT) owns traffic signals on state roadways within City limits.
- Through the Traffic Signal Maintenance and Compensation Agreement (TSMCA), FDOT provides annual funding to the City.
- Funding is intended to cover routine maintenance, repairs, and compliance with FDOT standards (MUTCD / signal operations).
- In exchange, the City assumes responsibility for maintaining these signals and ensuring proper operation.
- Currently, the City passes this funding through to the County, which performs the actual work.

Punta Gorda

Current State (Inefficient Structure)

- City holds FDOT TSMCA but does not perform signal maintenance.
- County already performs all repairs and technical work.
- TSMCA funding is passed through the City to the County.
- City remains responsible for compliance, reporting, and performance.

Punta Gorda

Core Issues

- **Unnecessary Risk:** City retains liability for signal operations and safety.
- **No Operational Control:** Work is performed by the County.
- **Administrative Burden:** Staff time spent on coordination, invoicing, and compliance tracking.
- **Inefficiency:** Funding and responsibility are misaligned.

Punta Gorda

Proposed Solution

- Transfer TSMCA directly to the County.
- Assign full responsibility for maintenance, compliance, and reporting to the County.
- Direct FDOT funding to the County as the service provider.

Punta Gorda

Outcome / Value to the City

- **Risk Eliminated:** Removes City liability for signal failures and FDOT compliance.
- **Efficiency Gained:** Eliminates unnecessary pass-through and administrative workload.
- **Staff Time Recovered:** Refocus on core Public Works and Finance priorities.
- **No Service Impact:** Same provider, same service—cleaner structure.

Punta Gorda

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 8/2026

REGULAR AGENDA

Title: Travel Request: Florida League of Cities 2026 Leadership Class

Funds:

Recommended Action: Council determine whether to authorize Councilmember Julian to use funds from Council's travel account for the upcoming training opportunity.

Summary:

Department/Division: City Clerk

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 8/2026

REGULAR AGENDA

Title:	Council Policies Review: Rules of Procedure and Public Access
Funds:	Not applicable.
Recommended Action:	City Council determine whether the reviewed policies should be retained, amended, or expired.
Summary:	A set of City Council policies exists which has not been reviewed for a number of years. A review will be conducted to modernize policies, remove those that are obsolete, and strengthen the framework for civility and public engagement. Existing policies will be reviewed in four sets based on content focus as follows: (1) rules of procedure and public access; (2) governance, conduct, and leadership; (3) boards and community engagement; (4) operations and finance. Additionally, Council will discuss whether any additional policies are necessary. Once discussions are complete, a resolution will be drafted formally adopting the desired policies, with policy reviews to then be performed annually.
Department/Division:	City Clerk

EXHIBITS:

1. Council Policies Review - Rules of Procedure and Public Access

Council Policies Review:
Rules of Procedure and Public Access

City Clerk's Office

April 8, 2026, City Council Meeting

Punta Gorda

Purpose

- Modernize policies
- Remove obsolete requirements
- Strengthen framework for civility and public engagement

Punta Gorda

Plan for Review

- Review existing policies
  - Rules of Procedure and Public Access
  - Governance, Conduct, and Leadership
  - Boards and Community Engagement
  - Operations and Finance
- Future policy considerations
- Adopt desired policies by resolution
- Annual review going forward

Punta Gorda

Policy 05-02: City/County Joint Meetings

Adopted: March 18, 2005

Key Provisions:

- City and County alternate as Chair for joint meetings.
- Each member speaks only once until all have had an opportunity.
- Majority approval by governing body to add an item to joint agenda.
- If allotted time expires, remaining items held over for next meeting.

Policy 06-02: Meeting Breaks

Adopted: November 15, 2006

Key Provisions:

- Lunch break to be called if it appears meeting agenda will not conclude by 2:00 p.m.

Policy 22-01: Quasi-judicial Procedures

Adopted: September 21, 2022

Key Provisions:

- Formal procedure for land use and other hearings
- Outlines specific requirements for disclosure of ex parte communications

Policy 18-01: Yom Kippur

Adopted: July 18, 2018

Key Provisions:

- Council meetings will not be scheduled on Yom Kippur.

Policy 98-03: Public Input

Adopted: April 1, 1998

Key Provisions:

- Public comment is limited to three minutes at the end of the meeting agenda.
- The length of citizen comments during specific agenda items is left to the discretion of the presiding officer.

Policy 98-04: Action on Non-agenda Items

Adopted: June 3, 1998

Key Provisions:

- Public comment is limited to three minutes at the end of the meeting agenda.
- The length of citizen comments during specific agenda items is left to the discretion of the presiding officer.

Policy 2020-01: Meetings During States of Emergency

Adopted: April 1, 2020

Key Provisions:

- Allowed telephonic/remote participation if physical quorum was present
- Provided for written public comments to be read into the record

Next Steps

- Review existing policies
  - ~~Rules of Procedure and Public Access~~
  - Governance, Conduct, and Leadership
  - Boards and Community Engagement
  - Operations and Finance
- Future policy considerations
- Adopt desired policies by resolution
- Annual review going forward

Punta Gorda

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 8/2026

REGULAR AGENDA

Title: Project Updates

Funds:

Recommended Action: Informational Purposes Only

Summary: Updates will be provided to Council focusing on key city projects.

Department/Division: Urban Design / City Manager

EXHIBITS:

1. CIP Project Updates
2. PW-Project Log
3. UT-Project Log

CIP Master Project Log

Priority Schedule
1 - [Highest] Critical, immediate action required
2 - [High] Important, but can wait a short period
3 - [Medium] Moderate, can be scheduled for near future
4 - [Low] Can be deferred and completed when time allows
5 - [Lowest] Little to no impact if not completed

Percentage of Completion
5% - Job folder created
10% - Beginning exploratory investigation SOW, SOV in progress
25% - Completion & submittal of requisition package [SOW, SOV, exhibits, etc]
35% - Review of draft documents from procurement in progress
45% - Bid has been released or procurement is actively requesting quotes
50% - Purchase order issued or Work Order generated and OK for project start
55% - Project kick off meeting and project start
60% - Approximately 25% of construction or design complete
70% - Approximately 50% of construction or design complete
80% - Approximately 75% of construction or design complete
90% - Substantial completion of construction has been reached or design is at least 90% complete
95% - Construction or design is complete and the project is in the closeout phase.

Priority	PW Assigned	UD Assigned	Proc Assigned	Project Name	Description	Project Code	Budget	Account Number	FEMA	Requisitions	Purchase Orders	Status	Completion %
	Ron	Danielle	Anne	Historic Distric Infrastructure East of 41 - Bethel/St. Mark's Area	As recommended from the study completed in 2018, a multi-phased approach for design and improvements includes installing new sidewalks and missing sidewalk connections, decorative and high-mass lighting, and drainage improvements.	HISTDT TWINFS	$275,000 $73,080 C/O	118-3007-541-6520 301-3004-569-6520	YES	#68281 approved Aug 2025		Awaiting Procurement processing. Funding requests pending. Carl re-writing scope based on work completed; need updated assessment. Boyd to look at lighting at night.	**25%**
	Ron	Danielle	TBD	Ponce De Leon Park Improvements	Design & construct new restroom facility, pavilion, boat & trailer parking, and site furnishings.	PONCE	$0	Past budget being used for repairs.	YES	#68899 for concrete dock repair was approved by PW 12-1-25		#68899 for concrete dock repair was approved by PW 12-1-25. Received scope of work from Hans for review. PW 1.09.2025	**25%**
	Bryan	Danielle	Anne	Downtown Flooding - Phase III (this project is also on PW spreadsheet)	PW is seeking a professional engineering & surveying firm to study the drainage system in the downtown area to identify possible solutions to reduce or eliminate flooding.	DWTNFD	$500,000 Design $875,907 Construct	301-3004-541-6316		#67406 - Downtown Flood Study Phase III	55023 - Kimley-Horn	PW has provided tailwater design info along with input on future rainfall data projections. Review of preliminary model schematic complete. Corrdination of first public meeting in April is being coordinated. PW 02.24.2026	**55%**
	Bryan			(Henry Street Crosswalk Study) now called Pedestrian Crosswalk per Anne 12-10-25	Henry Street sidewalk and crosswalk enhancements from FY 23	HNRIMP	$539,000	118-3007-541-6393	NO	#67550 - Conduct Study		11.22.2024 REQ 67550 submitted - Conduct study 12.4.2024 PW approved REQ 12.11.2025 Bid released - set to close 1-11-26. Bid has closed PW 02.09.2026	**45%**
	Bryan	Danielle		Henry Street Sidewalks	US 41 to Shreve Street - fill network gaps along Henry Street	HENSWK	$151,200	118-3007-541-6319				April 2025 Engineering started application to SWFWMD.	**10%**
	Bryan	Danielle	Anne	Boca Grande Storm Water	Drainage Improvements	CABGDI	$2,294,887 $1,000,000	118-3007-541-6320 301-3004-541-6320		#69043 - Boca Grande Construction		12.12.2025 Req 69043 entered for construction; working on Req. for CEI Services, working with Dept. of Commerce. Req 69231 entered for Construction Management and CEI services. PW 02.24.2026	**25%**
	Ron	Danielle		King Street - Design/Engineering	Design, survey, and construction of King Street due to growth and safety concerns. Project will include drainage, lights, bumper stops, mill & resurfacing.	KINGIM	$550,000	301-3004-541-6394 301-3005-541-6394				January 2025- waiting on owner's response to the drainage easement request.	**10%**
	Bryan	Danielle	Anne	Shreve Street - Complete Street Improvements	Lighting on the Shreve Street path and widening of existing sidewalk on Pompano. FY 2025: Design to widen the existing 5-foot wide sidewalk on Pompano Terrace from Shreve Street to US 41 to meet the link from the Shreve Street path to the US 41 path.	SHVCOM	$285,406	118-3007-541-6512				May 2025: Bryan to ask new electrician how to design path lighting.	**10%**
		Rick		Complete Street - Cooper Street	Design improvements to Cooper Street from Airport Road to East Marion Avenue (US 17 SB), providing sidewalks, bicycle facilities, decorative street lights, and street trees. (CPH plans to 30% before project was cancelled in July 2020 per CIty Council direction - now FDOT LAP Grant, Project #452221-1)	COOCOM	$0	118-3007-541-6516				No budget entered in Naviline. FDOT agreement due back to FDOT in May 2026. Once LAP agreement is executed, FDOT will need to review our Scope of Services, design RFP, and Professional Services Checklist (provided by FDOT). FDOT has budgeted constructyion funds for 2028.	**10%**
		Rick	Anne	Tiki Point Harborwalk Living Shoreline Pilot	Planning, design, engineering, and construction of a living shoreline along a segment of the City's Harborwalk.	LIVSH1 LIVSH3	$590,957 $303,607	301-3004-538-6377		#69008 Approved, Professional Services form submitted to Procurement.		Grant funded by FDEP. And CHNEP with City match. Maintenance funds need to be added to CIP sheet in Budget Book. RFQ is out to bid; closes April 2.	**10%**

1	Ron	Boyd	Anne	A.C. Freeman House Rehabilitation	Assessment and rehabilitation to correct building issues. CDBIA repairing under lease agreement with City.	FREEMN	$440,000	118-3007-579-6222		#69061	#55415	New roof installed. Hurricane shutters removed; working on exterior carpentry. Exterior paint colors chosen; painting in progress.	**55%**
1	Ron	Boyd		Historic City Hall Rahabilitation Project (Historic Building)	Rehabilitation of historic City Hall	CHPRRH	TBD	118-3007-519-6202 301-3004-519-6201		#68700 Parker / Mudgett / Smith		Anne to present Parker / Mudgett / Smith agreement to City Council for approval on Aril 8.	**25%**
1	Tommy	Boyd	Anne	Historic City Hall Rehabilitation Project (Council Chambers)	City Hall 1978 addition - Council Chambers	CHPRRH	$300,000	118-3007-519-6202 301-3004-519-6201	NO	#68987 - Council Chambers Repair/Remodel; Construction Checklist submitted to Procurement.		Draft bid documents have been reviewed by PW and returned to Procurement on 1-6-26. Upstairs? Bid closed; reviewing. AV equip draft solicitation is with Alicia.	**35%**
	Bryan	Boyd		Nature Park Trail - ADA Design/Engineering	Replacing structures with new in same location & connecting to parking with accessable route (observation deck & fishing pier)	ADANP NAPARK	$86,245 $347,375	118-3007-515-6300 301-3004-572-6332				The original construction of the Nature Park was apparently permitted through FDEP permits 08-301414-5, 08-0131423-002, and USACOE permit 199703124. The City was apparently in non-compliance and subsequently dedicated a conservation easement, paying a fine as part of the mitigation. Req to be entered for Scope of Work to obtain permit or exemption via Hans Wilson.	**35%**
				Park Improvements - Citywide								Removed Nature Park Project - not sure what would go here. Keep CIP sheet to show available Park Impact Fees not allocated to another project. Need growth numbers to use funding.	
				W Henry Street Improvements & Connections	Property Improvements to site, additional amenities to increase site usage, and connectivity to attractions including Hounds on Henry dog park, Punta Gorda Charlotte Library, History Park & Community Garden, Peace River Wildlife Center. Public restroom to be added inside History Park.	HENIMP	$154,937 bal $440,135 bal	301-3004-572-6332 118-3007-572-6521				Urban Design has restroom designs ready to present to City Council. PRWC will request and extension of Phase I; restroom needs to installed as part of Phase I. UD entered Requisition #69285 for ETI to remove invasive species; Ben Fisher to supervise vendor.	**25%**
				Bayfront Center & Boat Club (Gilchrist Activity Center)	Planners have presented designs to City Council. When final design is approved, Procurement docs will be submitted with Req.	IANBAY	$1.7 m	113-0919-519-6300				Per Kristin, use insurance proceeds first to save 1% Sales Tax budget for other projects. UD meeting with CM to discuss budget. After CM approves final Scope of Work, UD will enter a requisition.	**10%**
				Traffic Signal - Burnt Store Road & Home Depot	Add a traffic signal		unfunded					Remove from list? Wait for 1% sales tax results.	
				Harborwalk - US 41 NB Bridge Underpass	Harborwalk improvement - widen existing walkway; add path lighting.		unfunded					To be discussed with FDOT in future.	
		Rick		South Fork Alligator Creek Pedestrian Bridge	FDOT LAP Grant through County MPO - Design funding only		$821,937					City Council directed staff to move forward with design procurement at 1.14.2026 meeting. Rick working with FDOT on LAP Grant funding. Rick takiing agreement to City Council April 8.	**5%**
				ADA Transition Plan	Items related to the ADA Transition Plan							ADA Transition Plan update was presented to City Council jointly with Human Resources last Spring. No new allocations were made; HR controls ADA funding. FY 2025 Update is currently being drafted - need input from City departments. Bryan's Automated Pedestrian Signal Project? Need information.	
				Donation Program	Public Space Amenity Gift Program	H&LSCP						Benches have arrived at PW; met with Planners and Ben 2/10 to redefine program. Adding a tree donation program and discussing a rainbow bridge for Hounds on Henry.	
		Rick		Grants Summary	Monthly update of grants applied for / awarded	Various		Various				1) FDOT LAP Grant Agreement and Resolution for Cooper Street to be executed by March 25. SOW and RFP by May; 2) Tiki Point RFP for Monitoring to be released this month. County RFP for Design and engineering is complete will be scored Monday Mar 9. CHNEP ILA for Tiki Point to legal and City Council April 8 for City signature; 3) FDOT LAP Grant agreement and Resolution for Alligator Creek Bridge to Council on April 8. SOW and RFP by May; 4) Drafted 80% of Recreational Trails Grant for Nature Park. Need advertised public meeting. Requires proof of permit, exemption or application. Awaiting the official application period; 5) Boat Club Inlet Dredging MAC grant awaiting decision; 6) Eastern Mooring Field Grant with Florida Boaters Improvement Program is being drafted. Closes April 9. Requires proof of Environmental Permit or Exemption ,or application from the regulatory agency; 7) SUN Trail grant for construction of Alligator Creek Bridge is open until March 30. Drafted much of the application. Budget line item estimate was provided by Charlotte County in 2023. Needs Review from our team; 8) FDEM grant for Watershed Master Plan is submitted awaiting decision.	

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Public Works Master Project Log

Priority Schedule
1 - [Highest] Critical, immediate action required
2 - [High] Important, but can wait a short period
3 - [Medium] Moderate, can be scheduled for near future
4 - [Low] Can be deferred and completed when time allows
5 - [Lowest] Little to no impact if not completed

Percentage of Completion
5% - Job folder created
10% - Beginning exploratory investigation SOW, SOV in progress
25% - Completion & submittal of requisition package [SOW, SOV, exhibits, etc]
35% - Review of draft documents from procurement in progress
45% - Bid has been released or procurement is actively requesting quotes
50% - Purchase order issued or Work Order generated and OK for project start
55% - Project kick off meeting and project start
60% - Approximately 25% of construction or design complete
70% - Approximately 50% of construction or design complete
80% - Approximately 75% of construction or design complete
90% - Substantial completion of construction has been reached or design is at least 90% complete
95% - Construction or design is complete and the project is in the closeout phase.

Priority	Assigned	Project #	Project Name	Location	Project Code	Account Number	FEMA	Requisitions	Purchase Orders	Notes [LATEST IN DAILY LOG] & Milestones [IN BOLD]	Completion %
	AF	PW-25-003	Gilchrist Park Gazebo	Gilchrist Park	MILGIL IANGZB	113-0919-519.46-12	YES	68991 - Gazebo Repairs 69223 - Gazebo Railing	055447 - Gazebo Repairs [MILTON] 055475 - Gazebo Repairs [IAN]	**10.8.2025** **SOW & SOV completed** **11.25.2025** **REQ 68991 - Gazebo Repairs** **1.16.2026** **PO 055447 issued - Gazebo Repairs [Avant] MILTON** **PO 055475 issued - Gazebo Repairs [Avant] IAN** **2.18.2026** **REQ 69223 - Gazebo Railing** 3.5.2026 Buyer has been assigned for railing. Awaiting purchase order.	**90%**
	AF	PW-25-004	Laishley Marina Floating Docks Temp Repair	Laishley Marina	MILMAR	113-0945-575.46-00	YES			**3.12.2026** **All designated work by city employees completed.** 3.12.2026 Next phase [debris removal] awaiting approval to proceed.	**70%**
	TM	PW-25-005	Laishley Fishing Pier	Laishley Marina	MILLAI	113-0945-575.63-00	YES	68720 - Hans Wilson Pier Re-assessment 69186 - Hans Wilson Permitting	55253 - Hans Wilson Pier Re-assessment	**10.8.2025** **REQ 68720 - Hans Wilson pier re-assessment** **10.27.2025** **PO 55253 issued - Hans Wilson pier re-assessment** **1.20.2026** **Pier re-assessment complete. Hans Wilson sent signed and sealed report to ABC.** **2.5.2026** **REQ 69186 - Hans Wilson Permitting** **3**.11.2026 Follow up on override request	**25%**
	ABC	PW-25-007	Adrienne Pier	Adrienne	MILPRS	113-1515-519.46-00	NO	69187 - Hans Wilson Permitting		**2.5.2025** **REQ 69187 - Hans Wilson Permitting** 2.17.2026 Override approved	**25%**
	AF	PW-25-008	Ponce Park Concrete Dock	Ponce de Leon Park	PONDOC	301-3004-519.63-00	NO	68899 - Hans Wilson Permitting		**10.31.2025** **REQ 68899 submitted - Hans Wilson permitting [Ponce Park]** **11.3.2025** **Budget amendment entered to reassign funds to new project code** 1.09.2025 Received scope of work from Hans for review.	**25%**
	AF	PW-25-009	Bayfront Dinghy Docks	Punta Gorda Boat Club	MILBAY	113-0919-519.46-12	YES	69188 - Hans Wilson Permitting		**10.8.2025** **SOW & SOV completed** **2.5.2026** **REQ 69188 - Hans Wilson Permitting** 2.17.2026 Override approved	**25%**
	TM	PW-25-011	Cooper Rec Main Building Repairs	Cooper Rec	IANCOO	113-1515-519.46-01	YES	69299 - AC & Roof Repair		**3.18.2026** **REQ 69299 - AC & Roof Repair**	**25%**
	FAC	PW-25-012	Cooper Rec Main Building Flood	Cooper Rec	MILREC	113-1515-519.46-01	YES			1.20.2026 Cody said report was forwarded to ABC	**10%**
	TM	PW-25-013	Public Safety Repairs	1410 Tamiami	IANPSB	113-1515-519.46-01	YES			02.24.2026 Facilities indicated a req would be entered for mold testing.	**10%**

	CH	PW-25-014	Gilchrist Pickle Tennis Fence & Resurfacing	Gilchrist Park	MILGIL	113-0919-519.46-00	YES	68819 - Fence & Refurb	55544 - Fence & Refurb	**10.22.2025** **REQ 68819 submitted - Fence & Refurb** **2.25.2026** **PO 55544 Issued - Fence & Refurb** **3.5.2026** **Change Order 1 - Center fenceline removed on tennis court, increase tennis court perimeter fence height to 10' & (2) gates added to pickleball court** 3.19.2026 Asphalt cutting has begun. Estimated completion and debris removal no later than Monday morning. Fence posts on pickleball have been loosely set.	**60%**
		PW-25-015	Herald Court Centre Repairs	Herald Court	IANHCT	113-1515-519.46-01	YES			03.20.2026 Scope of work is under review by ABC	**10%**
	AF	PW-25-016	Laishley Boat Ramp Docks	Laishley Marina	LPMGDS	450-0945-575.34-00	NO	68858 - Hans Wilson Permitting		**10.27.2025** **REQ 68858 submitted - Hans Wilson permitting** 2.17.2026 Override approved	**25%**
	ABC	PW-25-017	MLK Pier	MLK	MILPRS	113-1515-519.46-00	YES	69189 - Hans Wilson Permitting		**2.5.2026** **REQ 69189 - Hans Wilson Permitting** 2.17.2026 Override approved	**25%**
	SU	PW-25-019	Herald Court Inspection	Herald Court		113-1515-519.62-01		64229 - Inspection [Original] 66826 - Inspection add Hurricane & Membrane		**4.4.2022** **REQ 64229 submitted - Inspection [original]** **5.23.2025** **REQ 66826 submitted - Inspection add hurricane & membrane**	**25%**
	ABC	PW-25-020	Henry Street Crosswalk Study	Henry Street	HNRIMP	118-3007-541.63-93	NO	67550 - Conduct Study		**11.22.2024** **REQ 67550 submitted - Conduct study** **12.4.2024** **PW approved REQ** **02.09.2026** **Bid has closed**	**45%**
	SU	PW-25-022	Herald Court Sealing	Herald Court				68834 - Herald Court Sealing		**10.22.2025** **REQ 68834 - Herald Court sealing** **10.24.2025** **PW approved REQ** 03.06.2026 Bid has closed	**45%**
	TM	PW-25-023	Council Chambers	City Hall	CHPRRH	118-3007-519.62-02	NO	68987 - Council Chambers Repair/Remodel		**11.26.2025** **REQ 68987 - Pre-bid construction meeting and both site vists are completed.** 03.06.2026 Bid is in the process of being awarded.	**45%**
	AF	PW-25-024	Pirate Ship	Gilchrist Park	IANKID	113-0919-519.63-24	YES	66827		3.11.2026 E-mail to Anne for follow up request	**35%**
	ABC	PW-25-026	Mooring Field	Laishley						3.6.2026 Public Works is reviewing permitting requirements for grant.	**10%**
	TM	PW-25-027	Ponce Park Boardwalk	Ponce de Leon Park	MILPNB	113-0919-519.63-00	YES	69190 - Hans Wilson Permitting		**2.5.2026** **REQ 69190 - Hans Wilson Permitting** 2.17.2026 Override approved	**25%**
		PW-25-028	Laishley Pumpout Bldg	Laishley Marina							**5%**
	AF	PW-25-029	Lashley Marina Basin	Laishley Marina	MILMAR	113-0945-575.46-00	YES	68998 - Hurricane Damage Assessment		**11.26.2025** **REQ 68998 Hurricane Damage Assessment** 03.20.2026 Coordinating with FDEP on temporary alternative mooring plan.	**25%**
	SU	PW-25-030	Boca Grande Storm Water	Boca Grande Blvd	CABGDI CABGD2 CABGD3 CADGD4	301-3004-541.63-20 118-3007-541.63-20	NO	69043 - Boca Grande Construction 69231 - CEI Services		**12.12.2025** **Req 69043 entered** 03.20.2026 Bid documents from procurement under review by PW.	**25%**
		PW-25-031	Hitoric City Hall Renovation	326 W Marion						This is an Urban Design Project	**5%**
		PW-25-032	Lactation Station	Annex			NO	69207 - Zen Den Lactation Room	55535 - Arnolds Office Furniture	**02.24.2026** **P.O. 55535 has been issued.** 3.11.2026 Arnold's confirmed receipt of check today. Working to fulfill order.	**60%**
		PW-25-034	Downtown Flooding - Phase III	Downtown	DWTNFD	301-3004-541.63-16	NO	67406 - Downtown Flood Study Phase III	55023 - Kimley-Horn	03.06.2026 Surveyors are to soon begin surveying of inlets and pipes on US41 and US17 that are necessary for modeling.	**55%**

		PW-25-035	Public Safety_FDEP	1410 S Tamiami Trail			NO			02.24.2026 Public Works continues to determine our options. A meeting will be scheduled with City Staff soon to determne a path forward.	**10%**
		PW-25-036	Fire Training Tower	10051 Burnt Store Rd			NO			03.20.2026 PW working on creating a revised civil plan.	**45%**
		PW-26-001	Laishley Marina Floating Docks	Laishley Marina	MILMAR IANMAR	113-0945-575.46-00 113-0919-519.46-00	YES	69191 - Hans Wilson Permitting		**2.5.2026** **REQ 69191 Hans Wilson Permitting** 2.17.2026 Override approved	**25%**
		PW-26-002	Laishley Marina Dredging	Laishley Marina		450-0945-575.34-07	NO	69192 - Hans Wilson Permitting		**2.5.2026** **REQ 69192 Hans Wilson Permitting** **3**.11.2026 Follow up on override request	**25%**
		PW-26-003	Laishley Marina Concrete Docks	Laishley Marina	MILLAI	113-0945-577.63-00	YES	69193 - Hans Wilson Pemritting		**2.5.2026** **REQ 69193 - Hans Wilson Permitting** 2.17.2026 Override approved	**25%**
		PW-26-004	Gilchrist Fishing Pier	Gilchrist Park	MILPRS CITY FUND	113-0919-519.63-00 301-3004-572.63-00	YES	69194 - Hans Wilson Permitting		**2.5.2026** **REQ 69194 Hans Wilson Permitting** 2.17.2026 Override approved	**25%**
	TM	PW-26-007	Palm-Gill to McGregor Rebrick	Palm Ave			NO			03.20.2026 PW in process of developing, scope of work, plans and bid specifications.	**10%**

Utilities Master Project Log

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Priority	Project Name	Location	Project Code	Account Number	Notes [LATEST IN DAILY LOG] & Milestones [IN BOLD]	Completion %
1	WTP Carbon Slurry System Replacement	WTP	CARBON	411-8422-533-63-04	Will be moved to engineering.	**5%**
1	WTP RO Plant & Well Field Expansion	WTP	WTP-ROX	411-8422-533-65-02	The next step is to request a design build contract from Procurement to deliver the RO Expansion, turn key, under one contract.	**25%**
1	Burnt Store Rd Elevated Tank Improvement / Replacement	UTADMIN	BOOST	411-8422-533-65-06	JEI has been selected for engineering services. The next step will be to develop a scope of services to evaluate options for maintaining the existing elevated tank, or replacement with a new ground storage tank. The engineer will need to prepare a Preliminary Design Report detailing the proposed project and develop a cost estimate. Once the PDR is accepted by City Council, then the engineer will prepare construction plans.	**45%**
1	WWTP (Biosolids) Land Application	WWTP	LANDAP	411-8711-535-63-31	completed the DEP permit.	**50%**
1	Henry St. 20" Force Main Replacement Crossing at I-75	WW COLLECTIONS SYSTEM	I75RFM	411-6836-535-63-67		**55%**
1	AMI Meter System Replacement	UTADMIN	AMIMTR	411-8423-533-31-14	AMI Study Complete Draft AMI RFP Package Review AMI RFP Package Revised. Final in next 30 days.	**60%**
1	WW Master & Booster Pumping Facility Upgrades	Master & Booster Pumping Facilities	MPFUPG	411-8711-535-63-33	Contract for PDR awarded to CDM 5-20-25. Estimated completion 12 months.	**60%**
1	WTP Alum Tank Storage Replacement	WTP	ALMTNK	411-8422-533-65-02	Under construction by Odyssey	**70%**
1	WTP RO Acid Feed System Repair / Restoration	WTP	ROACID	411-8422-533-65-02	Under construction by Odyssey	**70%**
1	WTP Ammonia Feed & Storage System Replacement	WTP	WPAMMO	411-8422-533-65-02	Under construction by Odyssey	**70%**
1	WWTP Improvement/Expansion	WWTP	WWPEXP	411-8711-535-63-31	Plant is online and treating wastewater. Testing and monitoring continue.	**90%**

1	WWTP Pond Liner Replacement	WWTP	WWPOND	411-8711-535-63-43		
1	Shell Creek WTP Surface Water Plant Rehabilitation	WTP	WTPSWX	411-8422-533-65-02	The next step is to request a design build contract from Procurement to rehabilitate and restore the surface WTP process facilities.	
2	Utility Water and Wastewater Master Plan	UTADMIN	UTMAST	411-8423-533-31-14	Developing scope. RFQ Prepared. To be sumbitted to procurment in July.	10%
2	Lift Station 30 Gravity Rehab	WW COLLECTIONS SYSTEM	LS30GS	411-8536-535-63-28	Next step is to prepare a draft scope of services for engineering design, then request engineering services contract from Procurement.	10%
2	Lift Station 56 Rehab	WW COLLECTIONS SYSTEM	LS56GS	411-8536-535-63-28	Next step is to prepare a draft scope of services for engineering design, then request engineering services contract from Procurement.	10%
2	WTP Water Use Permit	UTADMIN	RO-WUP	411-8422-533-65-02	Will be moved to engineering for completion	10%
2	Airport Road Water Main Replacement	DISTRIBUTION SYSTEM	AIRPWM	411-8423-533-63-21	Next step is to prepare a draft scope of engineering services, and award a PO to prepare design plans for bid.	45%
2	Bal Harbor Water Main Replacement	DISTRIBUTION SYSTEM	BALHWM	411-8423-533-63-21	Next step is to prepare a draft scope of engineering services, and award a PO to prepare design plans for bid.	45%
2	Aqui Esta Water Main Replacement	DISTRIBUTION SYSTEM	ESTAWM	411-8423-533-63-21	JEI has been selected for engineering services.	45%
2	Soccoro Water Main Replacement	DISTRIBUTION SYSTEM	SOCCWM	411-8423-533-63-21	JEI has been selected for engineering services.	45%
2	Solona Water Main Replacement Upgrade	DISTRIBUTION SYSTEM	SOLWMU	411-8423-533-63-21	JEI has been selected for engineering services.	45%
2	Via Tripoli Water Main Replacement	DISTRIBUTION SYSTEM	VIATWM	411-8423-533-63-21	JEI has been selected for engineering services.	45%
2	WWTP Bio-Solids Off-Site Disposal	WWTP	OS-DIS	411-8711-535-63-31	Preliminary Design Report contract awarded to CDM. 9 months for completion, PO awarded 12-3-25	50%
2	WWTP Tank Coating	Master & Booster Pumping Facilities	WWP-TC	411-8711-535-63-31	Under construction. 82% complete Nov 2025. Project completion Oct 2026.	60%
2	Curred In Place Pipe Lining	WW COLLECTIONS SYSTEM	CIPPLN	411-8536-535-63-56		
2	WTP Steel Building	WTP	WPBUIL	411-8422-533-65-02		
2	WTP - Brine Disposal Well / Mechanical Integrity Test (MIT)	WTP	WP-MIT	411-8422-533-31-14	Recommend council award to Carollo Engineers 3/25/26	45%
3	Septic to Sewer (Area 1)	UTADMIN	S2SA1	411-8536-535-65-03	GWE has been selected to prepare construction plans. The next step is to direct GWE that the project design will be gravity sewer. The next step is for the City to develop a plan for funding the construction project, and perform public information for the property owners. City to purchase land required for lift station facilities.	10%
1	WTP Hendrickson Dam Inspection and Maintenance	WTP	DAMINS	411-8422-533-63-30	Will be moved to engineering.	5%
1	WTP Hendrickson Dam Inspection and Maintenance	WTP	DAMINS	411-8422-533-63-30	Will be moved to engineering.	5%

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 8/2026

BOARDS / COMMITTEE

Title: **Announcement of Vacancies:** Building Board (1 alternate)

Funds: Not applicable.

Recommended Action: City Council announce the vacancy.

Summary: Scott Bostrom's second term on the Building Board will expire on July 5, 2026, thereby creating a vacancy for an alternate seat with a 3-year term expiring July 2029.

Building Board – Meets monthly on the 4th Tuesday at 9:00 a.m. in City Council Chambers – City residency not required. Five-member board with one alternate member. Three-year terms. Maximum of three terms. Three members must be involved with the building industry and two members must be consumer advocates who are not, nor ever have been, involved with building industry. Financial disclosure required.

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/ 8/2026

BOARDS / COMMITTEE

Title:	**Announcement of Vacancies:** Burnt Store Isles Canal Advisory Committee (1 regular and 1 alternate)
Funds:	Not applicable.
Recommended Action:	Staff recommends City Council announce the vacancies.
Summary:	Mr. Stuart Griffin Burgh's term is expiring February 14, 2026, and he is not seeking reappointment. The vacancy will be for a regular with a three-year term expiring 2029. Under the Committee's new bylaws, there is also a vacancy for 1 alternate seat with a three-year term expiring 2029. **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 with one alternate member. 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:

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 8/2026

BOARDS / COMMITTEE

Title: **Announcement of Vacancies:** Code Enforcement Board (1 regular and 2 alternate)

Funds: Not applicable.

Recommended Action: City Council announce the vacancies.

Summary: Mr. Eric Gentry's seat was forfeit under the absence policy, creating a vacancy for unexpired term until November 15, 2027. Additionally, there are 2 openings for alternate seats with terms expiring July 26, 2026, and August 6, 2027.

Code Enforcement Board – Meets monthly on the 3rd Thursday at 9:00 a.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.

Hears & decides alleged violations of the City Code of Ordinances.

Department/Division: City Clerk

EXHIBITS:

1. Code Enforcement Board

City of Punta Gorda, FL

Code Enforcement Board

REVIEWED
By Sara Welch at 2:27 pm, Mar 19, 2025

Board Details

Hears and decides alleged violations of the City Code of Ordinances.

Overview

Size 9 Seats

Term Length 3 Years

Term Limit 3 Terms

Contact

Name Ashley Omelanski-Carney

Email acarney@cityofpuntagordafl.com

Phone n/a

Additional

Documents for New Appointees

Chapter_9a_Code_Enforcement.pdf
2023_Guide_to_the_Sunshine_Amendment_and_Code_of_Ethics.pdf
Form_1_2023_Sample.pdf
Board_Member_Handbook.pdf
Code_Enforcement_Information_Presentation.pdf

Meetings

Regular meetings of the Code Enforcement Board shall be held in the City Council Chambers, 326 West Marion Avenue, Punta Gorda, Florida, at 9:00 a.m., the fourth Wednesday 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

The Code Enforcement Board shall have the power to: (a) Adopt rules for the conduct of its hearings. (b) Subpoena alleged violators and witnesses to hearings. Subpoenas may be served by sheriff's service or by the police department of the City or some other law enforcement officer or other person designated by City Council. (c) Subpoena records, surveys, plats and other evidentiary material. (d) Take testimony under oath. (e) Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance. (f) Issue fines pursuant to Section 9A-8 of this Chapter and include therein all costs incurred in prosecuting the case before the Code Enforcement Board. Such costs shall be included in the lien authorized by this Chapter. (g) Reduce or compromise fines upon such terms and conditions as the Code Enforcement Board deems reasonable and just. (h) The Code Enforcement Board shall serve as an equalizing board to hear and consider any and all complaints concerning the amount of any special assessment established pursuant to the procedures set forth in Chapter 9, Article I, Section 9-5, Punta Gorda Code, and shall adjust and equalize the special assessments, when it deems such action is necessary. The Code Enforcement Board may only adjust or equalize the established special assessment upon a showing by an interested party that the amount of the established special assessment is unreasonable or that the property will not derive any special benefit from the improvements made by the City. The Code Enforcement Boarc shall follow the procedures set forth in Chapter 9, Article I, Section 9-5, Punta Gorda Code. (i) Pursuant to Chapter 9, Article II, Section 9-7, Punta Gorda Code, the Code Enforcement Board shall hold a hearing to consider objections by property owners to the City’s intent to revoke an exemption under the City’s Mandatory Lot Mowing Program. At such hearings, it should be the property owner’s burden to demonstrate good cause why the exemption should not be revoked. The Code Enforcement Board shall issue a written order either granting or denying a property owner’s request that their exemption should not be revoked. (j) Pursuant to Chapter 9, Article II, Section 9-7, Punta Gorda Code, the Code Enforcement Board shall have the duty and responsibility to hold hearings to consider any objections or defenses to the levy of a lien against the delinquent properties under the City’s Mandatory Lot Mowing Program. The owner of record of any property proposed to be liened for delinquent lot mowing fees, or any person having an interest therein, may appear at the hearings and voice any objections to the proposed lien or the amount thereof. Objections may also be submitted in writing either prior to or at the time of the hearing. At the hearing, the Code Enforcement Board may recommend to City Council a modification or correction of any proposed lien amount, provided that no lien amount may be increased over the amount in the proposed roll. After the hearing, the Code Enforcement Board shall certify the delinquent user fee roll to the City Council. (k) Pursuant to Chapter 9, Article II, Section 9-8, Punta Gorda Code, the Code Enforcement Board shall hear all appeals by any person aggrieved by any order or notice issued by the City pursuant to the City’s Mandatory Lot Mowing Program. It shall be the burden of any aggrieved person to demonstrate that the contested order or notice was unreasonable. (l) The Code Enforcement Board shall have such other duties and powers as assigned to it by the City Council pursuant to duly adopted ordinances of the City.

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 8/2026

BOARDS / COMMITTEE

Title: **Nominations:** Board of Zoning Appeals (1 alternate)

Funds: Not applicable.

Recommended Action: City Council nominate and appoint Jan Dick.

Summary: When Council adopted the resolution approving new membership composition, the Board was granted an alternate seat, which has not yet been filled. The appointment would be for a 3-year term ending April 2029. Mr. Jan Dick is currently serving as an alternate on Planning Commission and has expressed an interest in serving as the alternate on BZA. He is eligible to do so.

Board of Zoning Appeals (BZA) – Meets the 4th Monday at 3:00 p.m., or immediately following the Planning Commission meeting, at Laishley Community Room, 120 Laishley Court, Punta Gorda, Florida 33950. Must be City resident. Five-member board with one alternate member. Three-year terms – maximum of three terms.

Hears and recommends approval or denial of appeals where any person or persons claim to be aggrieved by any order, requirement, decision, determination or action of the Zoning Official or their designee in the administration, enforcement or interpretation of the City's zoning regulations. Recommends to the City Council, upon proper petition, approval or denial of variances from the terms of the zoning regulations as shall not be contrary to the public interest where, in specific cases, owning to special circumstances, a literal enforcement of the zoning regulations would result in unnecessary and undue hardship.

Department/Division: City Clerk

EXHIBITS:

1. Board of Zoning Appeals
2. Dick Application

City of Punta Gorda, FL

Board of Zoning Appeals

Board Details

Makes recommendations to City Council on variances to City Code. Must be City resident to apply.

Overview

Size 6 Seats

Term Length 3 Years

Term Limit 3 Terms

Contact

Name Madison Henderson

Email mhenderson@cityofpuntagordafl.com

Phone (941) 575-3372

Additional

Documents for New Appointees

Meetings

Regular meetings of the Board of Zoning Appeals are held in the Laishley Community Room, 120 Laishley Court, on the fourth Monday of each month at 3:00 p.m. or immediately following the Planning Commission meeting, unless otherwise noticed. All meetings shall be open to the public.

Duties

The Board of Zoning Appeals shall: A. Hear and recommend approval or denial of appeals where any person or persons claim to be aggrieved by any order, requirement, decision, determination or action of the zoning official or his/her designee in the administration, enforcement or interpretation of the zoning regulations. B. Recommend to the City Council, upon proper petition, approval or denial of variances from the terms of the zoning regulations as shall not be contrary to the public interest where, in specific cases, owning to special circumstances, a literal enforcement of the zoning regulations would result in unnecessary and undue hardship.

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

Jan
First Name

M.
Middle Initial

Dick
Last Name

janmares@msn.com
Email Address

1441 Kiwi CT
Home Address

Punta Gorda
City

FL
State

33950
Postal Code

Mobile: (219) 395-6249
Primary Phone

Home: (219) 464-1942
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

Upload a Resume

Why are you interested in serving on a board or commission?

I would like to loan my experience and expertise to a Board in the outstanding City we have come to know so well for 6 months out of the year for the last 9 years. We have a home in Punta Gorda and have come to call the City "home".

Which Boards would you like to apply for?

Planning Commission: 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.

Planning Commission currently an alternate

Are you currently serving on a City Board?

◉ Yes ○ No

Which Board(s)?

Planning Commission

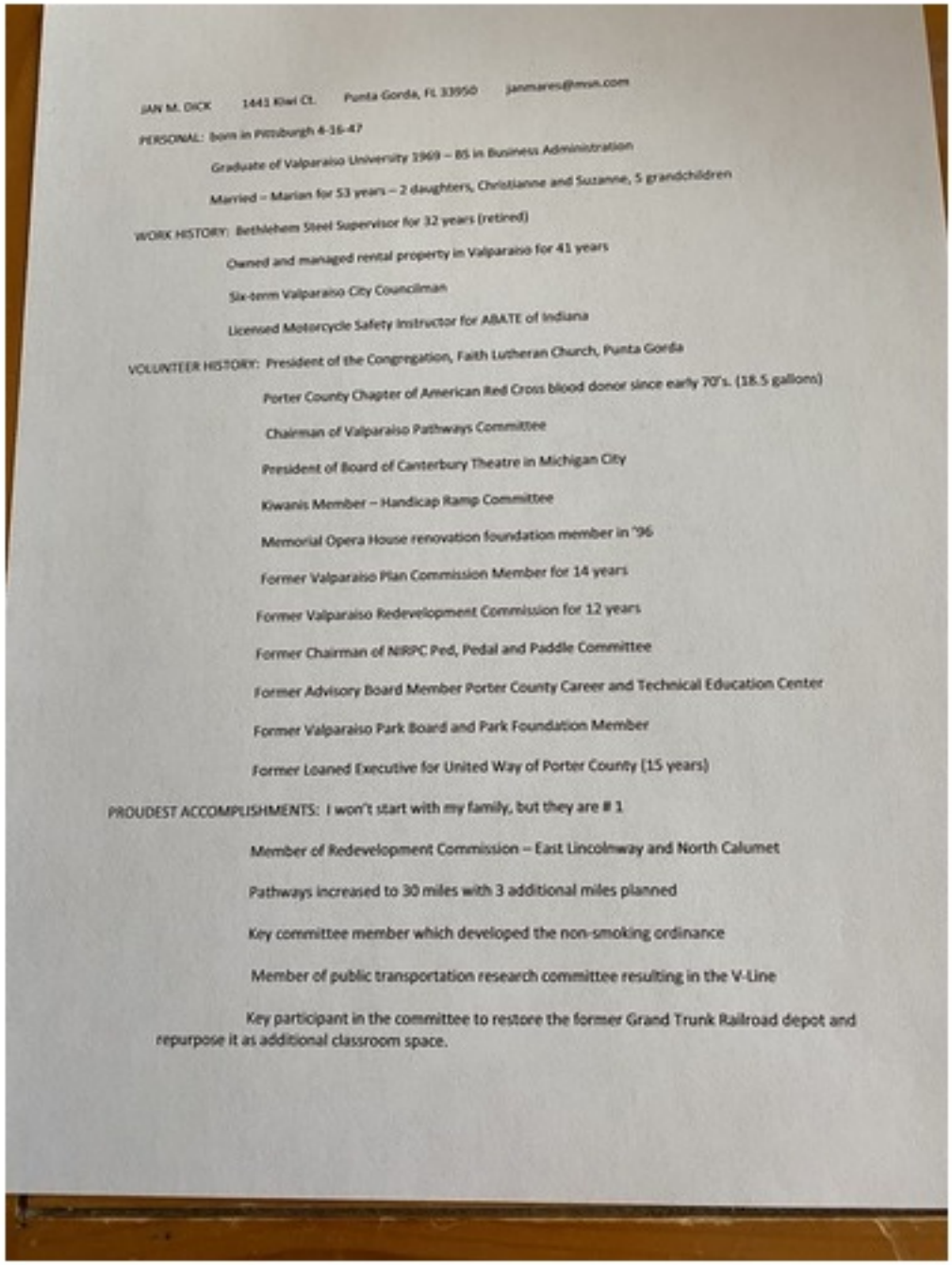
Are you a graduate of the Punta Gorda Citizens' Academy?

◉ Yes ○ No

Month and year of graduation:

May 2, 2018

Concluding Information



JAN M. DICK 1441 Kiwi Ct. Punta Gorda, FL 33950 janmares@msn.com

PERSONAL: born in Pittsburgh 4-16-47

Graduate of Valparaiso University 1969 – 85 in Business Administration

Married – Marian for 53 years – 2 daughters, Christianne and Suzanne, 5 grandchildren

WORK HISTORY: Bethlehem Steel Supervisor for 32 years (retired)

Owned and managed rental property in Valparaiso for 41 years

Six-term Valparaiso City Councilman

Licensed Motorcycle Safety Instructor for ABATE of Indiana

VOLUNTEER HISTORY: President of the Congregation, Faith Lutheran Church, Punta Gorda

Porter County Chapter of American Red Cross blood donor since early 70's. (18.5 gallons)

Chairman of Valparaiso Pathways Committee

President of Board of Canterbury Theatre in Michigan City

Kiwanis Member – Handicap Ramp Committee

Memorial Opera House renovation foundation member in '96

Former Valparaiso Plan Commission Member for 14 years

Former Valparaiso Redevelopment Commission for 12 years

Former Chairman of NIRPC Ped, Pedal and Paddle Committee

Former Advisory Board Member Porter County Career and Technical Education Center

Former Valparaiso Park Board and Park Foundation Member

Former Loaned Executive for United Way of Porter County (15 years)

PROUDEST ACCOMPLISHMENTS: I won't start with my family, but they are # 1

Member of Redevelopment Commission – East Lincolnway and North Calumet

Pathways increased to 30 miles with 3 additional miles planned

Key committee member which developed the non-smoking ordinance

Member of public transportation research committee resulting in the V-Line

Key participant in the committee to restore the former Grand Trunk Railroad depot and repurpose it as additional classroom space.

CITY COUNCIL
CITY OF PUNTA GORDA
04/ 8/2026

BOARDS / COMMITTEE

Title: **Nominations:** Utility Advisory Board (1 alternate)

Funds: Not applicable.

Recommended Action: City Council nominate and appoint Eric Gentry.

Summary: Eric Gentry previously served on the Code Enforcement Board but due to scheduling conflicts would like to be considered for an alternate seat on the Utility Advisory Board. He is eligible to serve. The vacancy would be for a 3-year term expiring April 2029.

Utility Advisory Board (UAB) – Meets the 3rd Tuesday at 9:00 a.m. in City Council Chambers. Must be City resident or customer of the Punta Gorda Utility Service Area. Five-member board with one alternate member. Three-year terms – maximum of three terms.

Makes recommendations to City Council with regard to, but not limited to, revisions to the utility construction standards, alleged billing discrepancies and review of utility drawings and specifications.

Department/Division: City Clerk

EXHIBITS:

1. Utility Advisory Board
2. Gentry Application

City of Punta Gorda, FL

Utility Advisory Board

REVIEWED
By Sara Welch at 2:29 pm, Mar 19, 2025

Board Details

Makes recommendations to City Council with regard to, but not limited to, revisions to utility construction standards, alleged billing discrepancies and review of utility drawings and specifications.

Overview

Size 7 Seats

Term Length 3

Term Limit 3

Contact

Name Courtney Malmberg

Email CMalmberg@CityofPuntaGordaFL.com

Phone (941) 575-3331

Additional

Documents for New Appointees

Board_Member_Handbook.pdf

2024_Guide_to_the_Sunshine_Ammendment_and_Code_of_Ethics.pdf

Utility_Advisory_Board_Bylaws_-_Final.pdf

Meetings

Regular meetings of the Utility Advisory Board shall be held in the City Council Chambers, 326 West Marion Avenue, Punta Gorda, Florida, at 9:00 A.M., the fourth Monday of each month, unless noticed otherwise. Meeting dates may be changed or cancelled by staff or by consensus of the Board 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 Utility Advisory Board may make recommendations to the City Council for: A. Service area expansions or modifications. B. Utility rate studies and any proposed utility rate changes. C. Proposed ordinances, resolutions, interlocal agreements and the budget concerning utilities. D. Revisions to utility construction standards. E. Alleged utility billing discrepancies and disputes. F. Public petitions concerning utility service(s). G. Review utility drawings and specifications. H. Other matters referred to the Board by the City Council or City Manager.

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

Eric
First Name

M
Middle Initial

Gentry
Last Name

ericgentry1941@gmail.com
Email Address

801 Royal Poinciana
Home Address

Punta Gorda
City

FL
State

33955
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_VP_Eric_Gentry.pdf.docx
Upload a Resume

Why are you interested in serving on a board or commission?

I want to be involved and support the City of Punta Gorda.

Which Boards would you like to apply for?

Code Enforcement Board: Appointed
Building Board: Submitted
Historic Preservation Advisory Board: Submitted
Planning Commission: Submitted
General Employees' Pension Board: Submitted
Police Officers' Pension Board: Submitted
Marine Advisory Committee: Submitted
Punta Gorda Housing Authority: Submitted
Utility Advisory Board: 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 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.

None, I have always been involved with Chamber of Commerce and sit on two boards for automotive groups in the US. MYt wife is a realtor. We sold our restaurants in Cape Coral and other cities.

Are you currently serving on a City Board?

○ Yes ◉ No

Are you a graduate of the Punta Gorda Citizens' Academy?

○ Yes ◉ No

Concluding Information

Eric Gentry
Vice President of Enterprise Partnerships
(864) 643 7954

Professional Profile

As the Vice President of Enterprise Partnerships at Cox Enterprises, I have played a key role in building and scaling Enterprise, B2B, SaaS organizations while leading Strategic Sales and Performance Management teams that drive growth and client retention. My efforts have expanded our diverse client portfolio, which includes top-tier C-Suite executives, Enterprise, B2B, SaaS, and OEM clients. I am dedicated to delivering profitable growth and solidifying our standing as a leader in Go To Market Strategy.

With expertise in Client growth, Strategic Account Management, Client retention and being a trusted advisor for some of the largest clients allowed me to accel my growth in my career. I have successfully built high-performing teams that have been instrumental in the success of industry giants.

Work Experience

Executive Vice President of Sales
April 2018–February 2025
Cox Enterprises, Atlanta, GA
Key Qualifications & Responsibilities

- Effectively Led and mentored large highly performing sales teams ranging from AVPs, Managers and Strategic Sales Directors.
- Oversee customer acquisition strategies to expand the customer base.
- Strong professional presence in client facing meetings.
- Developed intensive, ambitious business strategies, short-term goals, and long-term objectives.
- Strengthening C-Suite partnership relationships with the largest automotive groups, (Carmax, Autonation) along with many others.
- Proven 5 million to 25 million contracts.
- Proficient in Salesforce.com, Microsoft Suite for all sales-related team members for forecasting.
- Developed and executed targeted sales strategies for Enterprise and Mid-Market segments, resulting in a 25% increase in annual revenue.
- Set and monitored sales goals and KPIs, ensuring alignment with company objectives and consistently exceeding targets.
- Collaborated with marketing and product development departments to align sales strategies with company goals and ensure successful execution.

Associate Vice President
March 2013 – April 2018
Cox Automotive (Autotrader.com), Atlanta, Ga

Key Achievements

- Analyzed sales performance metrics and market data to inform strategic decisions and improve sales outcomes.
- Implemented new sales processes and tools, resulting in a 30% increase in sales productivity and efficiency.
- Oversaw a revenue portfolio of $82,000,000.
- Successfully led a team of 86 Directors and strategic sales consultants.
- Developed intensive bonuses commission plan for hitting attainment numbers.
- Strengthen relations with C-Suite clients at corporate and automotive dealerships.
- Fostered change in company culture to be more open, transparent, and accountable.

Senior Director of Sales
May 2008 – March 2013
Manheim Remarketing, Atlanta, GA

Regional Sales Manager
August 2001 – April 2008
Autotrader.com, Atlanta, GA

Ryder Logistics
September 1995 – June 2001
Account Manager

Education

Business Administration (International Management)
Clemson University

Completion: 1995
Relevant Coursework: Leading and Managing, Financial Accounting, Foundations of Teamwork and Leadership, Microeconomics, Managerial Economics, Operations, Information, and Decisions, Corporate Finance.

Key Skills & Core Competencies

- Proven Leadership
- Enterprise Sales
- SAAS Sales, B2B
- Performance Management
- Business Operations & Strategy
- Effective Communication & Delegation
- Adaptability & Determination
- Forward Thinking & Calculated Risk Management

Certifications

- 2017 Certified Leadership Completion, Cox Talent Institute
- 2008 Certified Mid - Level Management completion, Cox Talent Institute
- 2005 Certified Manager, The Institute of Certified Professional Managers (ICPM)

Memberships

- Business Networking International (BNI)
- Young Presidents Organization (YPO)
- American Management Association (AMA)

Languages

English

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MEMORANDUM OF AGREEMENT

This is an Agreement by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an Agency of the State of Florida, (hereinafter, "**DEPARTMENT**") and **CITY OF PUNTA GORDA** (hereinafter, "**AGENCY**") for the **AGENCY** to provide maintenance services.

WITNESSETH

1. WHEREAS, the **AGENCY** has the authority to enter into said Agreement and to undertake the project hereinafter described, and the **DEPARTMENT** has been granted the authority to function adequately in all areas of appropriate jurisdiction and is authorized under Fla. Stat. §334.044 to enter into this Agreement; and
2. WHEREAS, the **AGENCY** by Resolution No. _____ dated the _____ day of _____, _____, a copy of which is attached hereto and made a part hereof, has authorized its officers to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

I. SERVICES AND PERFORMANCE

1. The **AGENCY** shall furnish certain services as described in ATTACHMENTS A and B, attached hereto and made a part hereof.
2. Locations, activities, quantities, cycles, and unit costs to be performed are listed in ATTACHMENT A.
3. Descriptions of how the activities are to be performed are included in ATTACHMENT B.
4. A Supplemental Agreement shall be executed by both parties for any additions or deletions to the work described in ATTACHMENTS A and/or ATTACHMENT B. No work may commence without an executed Supplemental Agreement involving any such changes or revisions required to be covered in a Supplemental Agreement. Performance of any such services prior to the execution of a Supplemental Agreement will result in nonpayment of those services.
5. The **DEPARTMENT** will be entitled at all times to be advised, at its request, as to the status of work being done by the **AGENCY** and of the details thereof. Coordination shall be maintained by the **AGENCY** with representatives of the **DEPARTMENT**.
6. All services shall be performed by the **AGENCY** to the satisfaction of the Director who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement. The Director's decision upon all claims, questions and disputes shall be final and binding upon all parties. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable shall be left to the absolute discretion of the Director.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

7. The work specified in this Agreement is governed by ATTACHMENT A and ATTACHMENT B.
8. Reference herein to Director shall mean the **DEPARTMENT'S** District Secretary for District One, or authorized designee.
9. Upon execution of the Agreement, the NOTICE TO PROCEED signed by the District Secretary, or designee, will be sent to the **AGENCY**. The NOTICE TO PROCEED must be issued to the **AGENCY** within sixty **(60)** days after Agreement execution.

II. TERM

1. This Agreement shall take effect on the execution date listed on page 7. The term for providing service under this Agreement shall be a period of three (3) years ("INITIAL SERVICE TERM"). Calculation for the INITIAL SERVICE TERM shall begin on the fourteenth (14^{th}) calendar day after issuance of the NOTICE TO PROCEED, or on the day the **AGENCY** begins work after receipt of the NOTICE TO PROCEED, whichever date is earlier.
2. Prior to expiration of the INITIAL SERVICE TERM, and subject to mutual agreement of the parties, this Agreement may be renewed ("RENEWAL TERM") for an additional three (3) years. Renewals shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT**. The **DEPARTMENT'S** performance and obligation to pay under any such renewal is contingent upon an annual appropriation by the Legislature. Any renewal or extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.
3. The **AGENCY** shall provide services unless terminated in accordance with Section VI below of this Agreement.

III. COMPENSATION AND PAYMENT

1. The **DEPARTMENT** shall pay the **AGENCY** for services rendered in accordance with this Agreement annually, as follows:

   Three (3) quarterly lump sum payments will be made in the amount of **Eleven Thousand Eight Hundred Eight Dollars and Thirty-Nine Cents ($11,808.39).**

   One (1) quarterly lump sum payment will be made in the amount of **Eleven Thousand Eight Hundred Eight Dollars and Thirty-Seven Cents ($11,808.37)**

   The total annual contract/expenditure amount is **Forty-Seven Thousand Two Hundred Thirty-Three Dollars and Fifty-Four Cents ($47,233.54)** unless the contract is amended.

   The total contract amount, unless amended, for all three (3) years is **One Hundred Forty-One Thousand Seven Hundred Dollars and Sixty-Two Cents ($141,700.62)**.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

2. The lump sum payment above is based on the unit price for services that are listed in ATTACHMENT A.
3. The **DEPARTMENT** shall have the right to retain out of any payment due the **AGENCY** under this Agreement an amount sufficient to satisfy any amount due and owing to the **DEPARTMENT** by the **AGENCY** on any other Agreement between the **AGENCY** and the **DEPARTMENT**.
4. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statues. Deliverable(s) must be received and accepted in writing by the Contract Manager on the **DEPARTMENT's** invoice transmittal forms prior to payment. If the **DEPARTMENT** determines that the performance of the **AGENCY** is unsatisfactory, the **DEPARTMENT** shall notify the **AGENCY** for the deficiency to be corrected, which the correction shall be made within a time frame to be specified by the **DEPARTMENT**. The **AGENCY** shall, within five days after notice from the **DEPARTMENT**, provide the **DEPARTMENT** with a corrective action plan describing how the **AGENCY** will address all issues of contract non-performance, unacceptable performance, failure toe meet the minimum performance levels, deliverable deficiencies, or non-compliance with the Agreement. If the corrective action plan is unacceptable to the **DEPARTMENT**, the **AGENCY** shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the **AGENCY** resolves the deficiency. If the deficiency is subsequently resolved, the **AGENCY** may bill the **DEPARTMENT** for the retained amount during the next billing period. If the **AGENCY** is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement term.
5. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the **DEPARTMENT'S** Project Manager prior to payments.
6. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
7. **AGENCY** providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The **DEPARTMENT** has twenty (20) days to deliver a request for payment (voucher) to the **DEPARTMENT** of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
8. If a payment is not available within forty (40) days, a separate interest penalty in accordance with Fla. Stat. §215.422(3)(b), will be due and payable, in addition to the invoice amount, to the **AGENCY**. Interest penalties of less than one (1) dollar will not be enforced unless the **AGENCY** requests payment. Invoices which have to be returned to an **AGENCY** because of **AGENCY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

9. A Vendor Ombudsman has been established within the **DEPARTMENT** of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state **AGENCY**. The Vendor Ombudsman may be contacted at (850) 413-5516.
10. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **AGENCY**'S general accounting records and the project records, together with supporting documents and records of the **AGENCY** and all subcontractors performing work on the project, and all other records of the **AGENCY** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.
11. The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
12. 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not 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 Fla. Stat. §287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

IV. INDEMNITY AND INSURANCE

1. **LIABILITY INSURANCE**. The **AGENCY** shall carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $250,000 per person and $500,000 each occurrence, and property damage insurance of at least $50,000 each occurrence, for the services to be rendered in accordance with this Agreement. In the alternative, the **AGENCY** may satisfy the requirements of this paragraph by providing to the **DEPARTMENT** written evidence of being self-insured.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

2. **WORKER'S COMPENSATION**. The **AGENCY** shall also carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law. In the alternative, the **AGENCY** may satisfy the requirements of this paragraph by providing to the **DEPARTMENT** written evidence of being self-insured.

3. To the extent permitted by law, **AGENCY** shall indemnify, defend and hold harmless **DEPARTMENT** against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of **AGENCY**, or any of its officers, agents or employees, acting within the scope of their office or employment, in connection with the obligations and rights granted to or exercised by **AGENCY** hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by **AGENCY** to indemnify **DEPARTMENT** for the negligent acts or omissions of DEPARTMENT, its officers, agents or employees, or for the acts of third parties. Nothing herein shall be construed as consent by **AGENCY** to be sued by third parties in any manner arising out of this agreement. The **AGENCY** shall also require all contractors and subcontractors who conduct operations within the Project to indemnify and hold **DEPARTMENT** harmless against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of said Contractor or Subcontractor or any of their officers, agents or employees, acting within the scope of their office or employment. The indemnities assumed by the **AGENCY** shall survive termination of this agreement.

V. COMPLIANCE WITH LAWS

1. The **AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Fla. Stat. §119, and made or received by the **AGENCY** in conjunction with this Agreement. Failure by the **AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.

2. The **AGENCY** shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

3. E-Verify. The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

VI. TERMINATION AND DEFAULT

1. This Agreement may be canceled by the **DEPARTMENT** in whole or in part at any time

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

the interest of the **DEPARTMENT** requires such termination. The **DEPARTMENT** also reserves the right to seek termination or cancellation of this Agreement in the event the **AGENCY** shall be placed in either voluntary or involuntary bankruptcy. The **DEPARTMENT** further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the **AGENCY** upon sixty (60) days written notice to the **DEPARTMENT**.

2. If the **DEPARTMENT** determines that the performance of the **AGENCY** is not satisfactory, the **DEPARTMENT** shall have the option of (a) immediately terminating the Agreement, or (b) notifying the **AGENCY** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the **DEPARTMENT**.

3. If the **DEPARTMENT** requires termination of the Agreement for reasons other than unsatisfactory performance of the **AGENCY**, the **DEPARTMENT** shall notify the **AGENCY** of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   If the Agreement is terminated before performance is completed, the **AGENCY** shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the **DEPARTMENT** and will be turned over promptly by the **AGENCY**.

VII. MISCELLANEOUS

1. The **AGENCY** and the **DEPARTMENT** agree that the **AGENCY**, its employees, and subcontractors are not agents of the **DEPARTMENT** as a result of this Agreement for purposes other than those set out in Fla. Stat. §337.274.

2. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

3. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

4. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

VIII. ATTACHMENTS

1. All ATTACHMENTS referenced in this Agreement are incorporated and made a part of this Agreement.

ATTACHMENT A – Location and Cost Breakdown
ATTACHMENT B – Description of Maintenance Activities

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

IX. EXECUTION

In witness whereof, the **CITY OF PUNTA GORDA** has caused this Agreement to be executed in its behalf, by the _____or its designee, as authorized by its Resolution, and the **FLORIDA DEPARTMENT OF TRANSPORTATION** has caused this agreement to be executed in its behalf through its District Secretary or authorized designee. The execution date of this Agreement shall be this _____ day of _____, _____. FDOT to enter effective date.

PUNTA GORDA, FLORIDA

ATTEST:

CLERK NAME	SIGNATURE
(SEAL)	TITLE
DATE	PRINT NAME DATE

LEGAL REVIEW:

DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT MAINTENANCE ENGINEER	DISTRICT ONE SECRETARY OR DESIGNEE
Jonathan M. Sands, P.E.	John Kubler, P.E.
PRINT NAME	PRINT NAME
DATE	DATE
LEGAL REVIEW:	AVAILABILITY OF FUNDS APPROVAL:
	12/18/2025

DATE

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

ATTACHMENT "A"
LOCATIONS AND PRICES FOR CITY OF PUNTA GORDA

Location: 1

Section: **01010000** **Mile Post:** **8.565 - 14.16**
State Road: **US 41**

Activity	Quantity	Units	Cycles	Unit Cost	Location Cost
Large Machine Mowing	62.9	Acres	18.5	$18.50	$21,527.53
Intermediate Machine Mowing	2.42	Acres	60	$60.00	$8,712.00
Small Machine Mowing	3.47	Acres	59	$59.00	$12,079.07
Litter Removal	62.9	Acres	10.25	$10.25	$6,608.43
Mechanical Sweeping	10.83	Miles	35	$35.00	$13,266.75
Edging	5.93	Miles	85	$85.00	$42,844.25

Location: 2

Section: **01010101** **Mile Post:** **1.362 - 2.042**
State Road: **US 41**

Activity	Quantity	Units	Cycles	Unit Cost	Location Cost
Large Machine Mowing	1.88	Acres	18.5	$18.50	$643.43
Slope Mowing	0.4	Acres	85	$85.00	$2,890.00
Small Machine Mowing	2.59	Acres	59	$59.00	$9,015.79
Litter Removal	1.88	Acres	10.25	$10.25	$197.52
Mechanical Sweeping	2.76	Miles	35	$35.00	$3,381.00
Edging	2.76	Miles	85	$85.00	$19,941.00

Location: 3

Section: **01040000** **Mile Post:** **0.000 - 0.882**
State Road: **US 17**

Activity	Quantity	Units	Cycles	Unit Cost	Location Cost
Large Machine Mowing	0.09	Acres	18.5	$18.50	$30.80
Small Machine Mowing	1.07	Acres	59	$59.00	$3,724.67
Litter Removal	1.16	Acres	10.25	$10.25	$121.87
Mechanical Sweeping	1.77	Miles	35	$35.00	$2,168.25
Edging	5.29	Miles	85	$85.00	$38,220.25

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

Location: 4

Section: **01040101** **Mile Post:** **0.708 - 1.668**
State Road: **US 17**

Activity	Quantity	Units	Cycles	Unit Cost	Location Cost
Large Machine Mowing	0.53	Acres	18.5	$18.50	$181.39
Small Machine Mowing	1.77	Acres	59	$59.00	$6,161.37
Litter Removal	2.3	Acres	10.25	$10.25	$241.64
Mechanical Sweeping	1.92	Miles	35	$35.00	$2,352.00
Edging	4.25	Miles	85	$85.00	$30,706.25

SUMMARY

Activity	Quantity	Units Cost	Cycles
Large Machine Mowing	65.4	$18.50	11
Slope Mowing	0.4	$85.00	6
Intermediate Machine Mowing	2.42	$60.00	11
Small Machine Mowing	8.9	$59.00	11
Litter Removal	68.24	$10.25	14
Mechanical Sweeping	17.28	$35.00	12
Edging	18.23	$85.00	6

Total Annual Cost	**$47,233.54**
Three Quarterly Payments	**$11,808.39**
One Quarterly Payment	**$11,808.37**

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

Attachment "B"
SPECIFICATIONS

AWARD AND EXECUTION OF CONTRACT – PUBLIC RECORDS.

(REV 10-17-16) (FA 10-24-16) (FY 2025-26)

ARTICLE 3-9 is expanded by the following:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 1
863-519-2623
D1prcustodian@dot.state.fl.us
Florida Department of Transportation
District 1 – Office of General Counsel
801 N. Broadway Avenue
Bartow, FL 33830

SECTION 102
MAINTENANCE OF TRAFFIC

102-1 Description.

Maintain traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. Construct and maintain detours. Provide facilities for access to residences, businesses, etc., along the project. Furnish, install and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for maintenance of traffic (MOT) in construction areas. Provide any other special requirements for safe and expeditious movement of traffic specified in the Plans. MOT includes all facilities, devices and operations as required for safety and convenience of the public within the work zone.

Do not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

create a hazard to any traffic during the performance of the work, and repair any damage to existing pavement open to traffic.

102-2 Materials.

Meet the following requirements:

Bituminous Adhesive.....Section 970J$
Temporary Raised Pavement Markers.....Section 990
Paint ..... Section 971
Removable Tape .....Section 990
Glass Spheres.....Section 971
Temporary Traffic Control Device Materials.....Section 990
Retroreflective and Nonreflective Sheeting
for Temporary Traffic Control Devices .....Section 994

102-2.1 Temporary Traffic Control Devices: Use only the materials meeting the requirements of Section 990, Section 994, Standard Plans and the Manual on Uniform Traffic Control Devices (MUTCD).

102-2.2 Detour: Provide all materials for the construction and maintenance of all detours.

102-2.3 Commercial Materials for Driveway Maintenance: Provide materials of the type typically used for base, including reclaimed asphalt pavement (RAP) material, and having stability and drainage properties that will provide a firm surface under wet conditions.

102-3 Specific Requirements.

102-3.1 Beginning Date of Contractor's Responsibility: Maintain traffic starting the day work begins on the project or on the first day Contract Time is charged, whichever is earlier.

102-3.2 Worksite Traffic Supervisor: Provide a Worksite Traffic Supervisor who is responsible for initiating, installing, and maintaining all temporary traffic control devices as described in this Section and the Contract Documents. Provide all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations. Use approved alternate Worksite Traffic Supervisors when necessary.

The Worksite Traffic Supervisor must meet the personnel qualifications specified in Section 105.

The Worksite Traffic Supervisor is to perform the following duties:

1. On site direction of all temporary traffic control on the project.
2. Is on site during all set up and take down, and performs a drive through inspection immediately after set up.
3. Is on site during all nighttime operations ensuring proper temporary traffic control.
4. Immediately corrects all safety deficiencies and corrects minor deficiencies that are not immediate safety hazards within 24 hours.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

5. Is available on a 24 hour per day basis and present at the site within 45 minutes after notification of an emergency situation and is prepared to respond to maintain temporary traffic control or to provide alternate traffic arrangements.

6. Conducts daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.

Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as deemed necessary. Pedestrians are to be accommodated with a safe, accessible travel path around work sites separated from mainline traffic in compliance with the Americans with Disabilities Act (ADA) Standards for Transportation Facilities. Maintain existing or detour bicycle facilities satisfactorily throughout the project limits. Existing businesses in work areas are to be provided with adequate entrances for vehicular and pedestrian traffic during business hours.

The Department may disqualify and remove from the project a Worksite Traffic Supervisor who fails to comply with the provisions of this Section. The Department may temporarily suspend all activities, except traffic, erosion control and such other activities that are necessary for project maintenance and safety, for failure to comply with these provisions.

102-3.3 Lane Closures: Approval for all lane closures, mobile operations, and traffic pacing operations is required. Submit routine requests to the Engineer fourteen calendar days in advance of planned lane closures, mobile operations, and traffic pacing operations. For unforeseen events that require cancelling or rescheduling lane closures, mobile operations, and traffic pacing operations, revise the lane closure request as soon as possible.

102-4 Alternative Traffic Control Plan.

The Contractor may propose an alternative traffic control plan (TCP) to the plan presented in the Contract Documents. The Contractor's Engineer of Record must sign and seal the alternative plan and submit to the Engineer. Prepare the TCP in conformance with and in the form outlined in the current version of the FDOT Design Manual. Indicate in the plan a TCP foreach phase of activities. Take responsibility for identifying and assessing any potential impacts to a utility that may be caused by the alternate TCP proposed by the Contractor, and notify the Department in writing of any such potential impacts to utilities.

For projects with nighttime lane closure restrictions where paving is expected to extend into the winter months, the Contractor may propose an alternative TCP allowing for daytime lane closures for friction course paving. The alternative TCP must be a lane closure analysis based on actual traffic counts and prepared in accordance with the FDOT Design Manual.

Engineer's approval of the alternate TCP does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including TCPs) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

The Department reserves the right to reject any alternative TCP. Obtain the Engineer's

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

written approval before beginning work using an alternate TCP. The Engineer's written approval is required for all modifications to the TCP. The Engineer will only allow changes to the TCP in an emergency without the proper documentation.

102-5 Traffic Control.

102-5.1 Standards: FDOT Standard Plans are the minimum standards for the use in the development of all TCPs. The MUTCD, Part VI is the minimum national standard for traffic control for highway construction, maintenance, and utility operations. Follow the basic principles and minimum standards contained in these documents for the design, application, installation, maintenance, and removal of all traffic control devices, warning devices and barriers which are necessary to protect the public and workers from hazards within the project limits.

102-5.2 Maintenance of Roadway Surfaces: Maintain all lanes that are being used for the MOT, including those on detours and temporary facilities, under all weather conditions. Keep the lanes reasonably free of dust, potholes and rutting. Provide the lanes with the drainage facilities necessary to maintain a smooth riding surface under all weather conditions.

102-5.3 Number of Traffic Lanes: Maintain one lane of traffic in each direction. Maintain two lanes of traffic in each direction at existing four (or more) lane cross roads, where necessary to avoid undue traffic congestion. Construct each lane used for MOT at least as wide as the traffic lanes existing in the area before commencement of construction. Do not allow traffic control and warning devices to encroach on lanes used for MOT.

The Engineer may allow the Contractor to restrict traffic to one-way operation for short periods of time provided that the Contractor employs adequate means of traffic control and does not unreasonably delay traffic. When a construction activity requires restricting traffic to one-way operations, locate the flaggers within view of each other when possible. When visual contact between flaggers is not possible, equip them with 2-way radios, official, or pilot vehicles, or use traffic signals.

102-5.4 Crossings and Intersections: Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any median opening, road or street crossing the project unless approved by the Engineer. Before beginning any construction, submit to the Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.

102-5.5 Access for Residences and Businesses: Provide continuous access to all residences and all places of business.

102-5.6 Protection of the Work from Injury by Traffic: Where traffic would be injurious to a base, surface course, or structure constructed as a part of the work, maintain all traffic outside the limits of such areas until the potential for injury no longer exists.

102-5.7 Flagger: Provide flaggers to control traffic when traffic in both directions must use a single lane and in other situations as required. All flaggers must meet the personnel qualifications specified in Section 105.

102-5.8 Conflicting Pavement Markings: Where the lane use or where normal vehicle or pedestrian paths are altered during construction, remove all pavement markings (paint, tape,

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

thermoplastic, raised pavement markers, etc.) that will conflict with the adjusted vehicle or pedestrian paths. Use of paint to cover conflicting pavement markings is prohibited. Remove conflicting pavement markings using a method that will not damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions.

Remove all pavement markings that will be in conflict with "next phase of operation" vehicle pedestrian paths as described above, before opening to vehicle traffic or use by pedestrians.

Cost for removing conflicting pavement markings (paint, tape, thermoplastic, raised pavement markers, etc.) to be included in Maintenance of Traffic, lump sum.

102-5.9 Vehicle and Equipment Visibility: Equip all pickups and automobiles used on the project with a minimum of one Class 2 warning light that meets the Society of Automotive Engineers Recommended Practice SAE J595, dated November 1, 2008, or SAE J845, dated December 1, 2007, and incorporated herein by reference. Existing lights that meet SAE J845, dated March, 1992, or SAE J1318, dated April, 1986, may be used to their end of service life. The warning lights must be a high intensity amber or white rotating, flashing, oscillating or strobe light. Lights must be unobstructed by ancillary vehicle equipment such as ladders, racks or booms and be visible 360 degrees around the vehicle. If the light is obstructed, additional lights will be required. The lights must be operating when the vehicle is in a work area where a potential hazard exists, when operating at less than the average speed for the facility while performing work activities, making frequent stops or called for in the Plans or Standard Plans.

Equip all other vehicles and equipment with a minimum of 4 square feet of retroreflective sheeting or warning lights.

102-5.10 No Waiver of Liability: Conduct operations in such a manner that no undue hazard results due to the requirements of this Article. The procedures and policies described herein in no way acts as a waiver of any terms of the liability of the Contractor or his surety.

102-6 Detours.

102-6.1 General: Construct and maintain detour facilities wherever it becomes necessary to divert traffic, including pedestrians and bicyclists, from any existing facility, or wherever construction operations block the flow of traffic.

102-6.2 Construction: Plan, construct, and maintain detours for the safe passage of traffic in all conditions of weather. Provide the detour with all facilities necessary to meet this requirement.

Where pedestrian facilities are detoured, blocked or closed during the work, provide safe alternate accessible routes through or around the work zone meeting the requirements of the ADA Standards for Transportation Facilities. When temporary walkway surfaces and ramps are required to be constructed, ensure surfaces are stable, firm, slip resistant, and kept free of any obstructions and hazards such as holes, debris, mud, construction equipment and stored materials.

When the Plans call for the Department to furnish detour bridge components, construct the pile bents in accordance with the Plans, unless otherwise authorized by the Engineer.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

Provide two Contractor representatives, who will be directly involved in the erection of Department-owned temporary bridging, to attend a mandatory one-day training session to be conducted at the Department's storage facility. No bridging will be released to the Contractor prior to the completion of this training.

Submit the following: company name, phone number, office address, project contact person, names of the representatives who will attend the training described above, project number, detour bridge type, bridge length, span length, location and usage time frames, to the Engineer at least 30 calendar days before the intended pick-up date, to obtain the storage facility location and list of components for the project. Upon receipt, the Engineer will, within 10 calendar days submit an approved material list to the Contractor and the appropriate Department storage yard.

Submit the name of the representative with authority to pick up components, to the Engineer at least 10 calendar days before the proposed pick-up date. The Department is not obligated to load the bridge components without this notice. Take responsibility and sign for each item loaded at the time of issuance.

Provide timber dunnage, and transport the bridge components from the designated storage facility to the job site. Unload, erect, and maintain the bridge, then dismantle the bridge and load and return the components to the designated storage facility.

Notify the Engineer in writing at least 10 calendar days before returning the components. Include in this notice the name of the Contractor's representative authorized to sign for return of the bridge components. The yard supervisor is not obligated to unload the bridge components without this notice.

The Department will provide equipment and an operator at the Department's storage facility to assist in loading and unloading the bridge components. Furnish all other labor and equipment required for loading and unloading the components.

The Department's representative will record all bridge components issued or returned on the Detour Bridge Issue and Credit Ticket. The tickets must be signed by a Department and a Contractor representative, after loading or unloading each truck to document the quantity and type of bridging issued or returned.

Bind together all bridge components to be returned in accordance with the instructions given by the storage facility. The yard supervisor will repack components that are not packed in compliance with these instructions. Upon request, written packing instructions will be made available to the Contractor, before dismantling of the bridge for return to the Department's storage facility.

Assume responsibility for any shortage or damage to the bridge components. Monies due the Contractor will be reduced at the rate of $35.00 per hour plus materials for repacking, repairs or replacement of bridge components.

The skid resistance of open steel grid decking on the detour bridge may decrease gradually after opening the bridge to traffic. The Department will furnish a pneumatic floor scabbler machine for roughening the roadway surface of the detour bridge decking. Provide an air compressor at the job site with 200 cubic feet per minute capacity, 90 psi air pressure for the power supply of the machine, and an operator. Transport the scabbler machine to and from the Department's structures shop. Repair any damage to the scabbler machine caused by operations

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

at no expense to the Department. Perform scabbling when determined necessary by the Engineer. The Department will pay for the cost of scabbling as Unforeseeable Work in accordance with 4-4.

Return the bridge components to the designated storage facility beginning no later than 10 calendar days after the date the detour bridge is no longer needed, the date the new bridge is placed in service, or the date Contract Time expires, whichever is earliest. Return the detour bridging at an average of not less than 200 feet per week. Upon failure to return the bridge components to the Department within the time specified, compensate the Department for the bridge components not returned at the rate of $5.00 per 10 feet, per day, per bridge, for single lane; and $10.00 per 10 feet, per day, per bridge, for dual lane until the bridge components are returned to the Department.

102-6.3 Construction Methods: Select and use construction methods and materials that provide a stable and safe detour facility. Construct the detour facility to have sufficient durability to remain in good condition, supplemented by maintenance, for the entire period that the detour is required.

102-6.4 Removal of Detours: Remove detours when they are no longer needed and before the Contract is completed. Take ownership of all materials from the detour and dispose of them, except for the materials on loan from the Department with the stipulation that they are returned.

102-6.5 Detours Over Existing Roads and Streets: When the Department specifies that traffic be detoured over roads or streets outside the project area, do not maintain such roads or streets. However, maintain all signs and other devices placed for the purpose of the detour.

102-6.6 Operation of Existing Movable Bridges: The Department will maintain and operate existing moveable bridges that are to be removed by the Contractor until such time as they are closed to traffic. During this period, make immediate repairs of any damage to such structures caused by use or operations related to the work at no expense to the Department, but do not provide routine repairs or maintenance. In the event that use or operations result in damage to a bridge requiring repairs, give such repairs top priority to any equipment, material, or labor available.

102-6.7 Special Detour: A special detour is defined as a diversion or lane shift for vehicular traffic that requires temporary pavement.

102-6.8 Pedestrian Special Detour: A pedestrian special detour is defined as a temporary pedestrian way that requires temporary pavement or other stable, firm, slip-resistant surface.

102-7 Traffic Control Officer.

Provide uniformed law enforcement officers, including marked law enforcement vehicles, to assist in controlling and directing traffic in the work zone when the following types of work is necessary on projects:

1. When directing traffic/overriding the signal in a signalized intersection.
2. When Standard Plans, Index 102-619 is used on freeway facilities (interstates, toll roads, and expressways) at nighttime for work within the travel lane.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

3. When Standard Plans, Index 102-655 Traffic Pacing is called for in the Plans or approved by the Engineer.

4. When pulling conductor/cable above an open traffic lane on limited access facilities, when called for in the Plans or approved by the Engineer.

5. When Standard Plans, Index 102-625 Temporary Road Closure 5 Minutes or Less is used.

6. When performing lane closures during nighttime operations on roadways with posted speed limits 55 mph or greater.

At the Contractor's option, traffic control officers may be used for operations other than those listed above.

Cost for traffic control officers will be paid for as described in 102-11.2.

The Department will not consider any claim arising from the failure of a traffic control officer to be present or available on the project. A noncompensable time extension may be granted when a state or local emergency requires all area law enforcement officers to be on-duty and not available for hire.

102-8 Driveway Maintenance.

102-8.1 General: Ensure that each residence and business has safe, stable, and reasonable access.

102-8.2 Construction Methods: Place, level, manipulate, compact, and maintain the material, to the extent appropriate for the intended use.

As permanent driveway construction is accomplished at a particular location, the Contractor may salvage and reuse previously placed materials that are suitable for reuse on other driveways.

102-9 Temporary Traffic Control Devices.

102-9.1 General: Use only devices that are listed on the APL. Immediately remove or cover, using any method of covering approved by the Engineer, any existing or temporary devices that do not apply to current conditions.

The use of NCHRP Report 350 Recommended Procedures for the Safety Performance Evaluation of Highway Features devices purchased prior to January 1, 2020 is permitted on projects let prior to January 1, 2030. All devices manufactured or purchased on or after January 1, 2020 must be MASH compliant in accordance with Section 990.

The APL number is to be permanently marked on the device at a readily visible location. Sheeting used on devices and pavement markings are exempt from this requirement.

Notify the Engineer in writing of any scheduled operation that will affect traffic patterns or safety sufficiently in advance of commencing such operation to permit review of the plan for the proposed installation of temporary traffic control devices.

Assign an employee the responsibility of maintaining the position and condition of all temporary traffic control devices throughout the duration of the Contract. Keep the Engineer advised at all times of the identification and means of contacting this employee on a 24 hour basis.

Maintain temporary traffic control devices in the correct position, properly

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

oriented, clearly visible and clean, at all times. All applicable temporary traffic control devices must meet the classification category of Acceptable as defined in the American Traffic Safety Services Association (ATSSA) Quality Guidelines for Temporary Traffic Control Devices and Features. Temporary concrete barriers must meet the classification category of Acceptable defined in the Department's Temporary Concrete Barrier Evaluation Guide, which may be viewed at the following URL:https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/docs/default-source/content-docs/programmanagement/implemented/urlinspecs/files/temporaryconcretebarrierguide.pdf.pdf?sfvrsn=343b4c97_10.
Pedestrian longitudinal channelizing devices (LCDs) must meet the classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide, which may be viewed at the following URL: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/lcdevaluationguide.pdf?sfvrsn=166e0f16_2. Immediately repair, replace or clean damaged, defaced or dirty devices. Traffic control devices must not be cleaned while installed/used. Use of warning lights on any temporary traffic control device is prohibited, with the exception of the trailer mounted portable regulatory signs.

Employ an approved independent Channelizing Device Supplier (CDS) to provide and maintain the condition of the following non-fixed channelizing devices: drums, cones, vertical panels, barricades, tubular markers, and longitudinal channelizing devices. Cones may be provided and maintained by the Contractor.

The CDS shall not be affiliated with the Contractor and shall be approved by the Engineer in accordance with 102-9.1.1. The CDS shall submit a monthly certification on letterhead that the channelizing devices mentioned above installed/used within the work zone meet classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide and the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features. The CDS shall submit the monthly certification on letterhead for channelizing devices installed/used within the work zone. The CDS certification shall include the following statement, "I certify that I have provided and maintained the following devices <list devices covered under the certification> in accordance with Pedestrian LCD Evaluation Guide and the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features." If the Contractor chooses to provide and maintain cones, the Contractor must submit a monthly Contractor certification on letterhead that all cones installed/used within the work zone meet acceptable standards as outlined in the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features. The Contractor certification shall include the following statement, "I certify that I have provided and maintained cones in accordance with the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features."

102-9.1.1 Approved Independent Channelizing Device Supplier (CDS) Requirements: Submit the following documents to the Engineer for independent CDS approval at the preconstruction conference. A CDS may elect to provide a one-time submittal of this information to the State Construction Office for review and pre-approval. Department approved CDSs are listed on the State Construction Office website. Inform the Engineer at the preconstruction conference of this approval.

1. A letter on company letterhead signed and dated by the owner of the

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

company or company officer with the following information and statements:

a. The company's owners, stockholders, and officers.

b. A statement declaring that the company will not perform as a CDS on any project where there is common ownership, directly or indirectly, between the company and the Contractor.

c. A statement declaring that the company will furnish and maintain the condition of all channelizing devices with the exception of cones as required in 1029.1 with its own forces.

d. A statement declaring at least five years of experience in providing channelizing device supplier services, with its own inventory of channelizing devices.

e. On a separate sheet, list a sample project history of the company's experience as a channelizing device supplier for the five years declared in item 1(d) above including the following information:

1. Project name and number and a brief description of CDS work performed,

3. Beginning and ending date of CDS project activities,

4. Location of project (city, state),

5. Monetary amount of CDS work on project,

6. Owner of project, contact person and phone number with area code,

7. Name of Contractor (client) that the work was performed for and phone number with area code.

2. A maintenance plan for approval by the Department that outlines the frequency and methods for maintaining the condition of all channelizing devices, except cones owned and maintained by the Contractor, installed/used in the work zone.

102-9.2 Work Zone Signs: Furnish, install, maintain, remove and relocate signs in accordance with the Plans and Standard Plans, Index 102-600.

102-9.2.1 Post Mounted Signs: Meet the requirements of 990-8.

102-9.2.2 Portable Signs: Use only approved systems, which includes sign stands and attachment hardware (nuts, bolts, clamps, brackets, braces, etc.), meeting the vendor requirements specified on the APL drawings.

102-9.2.3 Barrier Mounted Signs: If post mounting criteria cannot be achieved in accordance with Standard Plans, Index 102-600 and a barrier or traffic railing exists, use temporary sign criteria provided in Standard Plans, Index 700-013.

102-9.3 Business Signs: Provide and place signs in accordance with the Plans and Standard Plans, Index 102 series. Furnish signs having retroreflective sheeting meeting the requirements of Section 990.

102-9.4 Project Information Signs: Provide and place signs in accordance with the Plans and Standard Plans, Index 102 series. Furnish signs having retroreflective sheeting meeting the requirements of Section 990.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

102-9.5 Channelizing Devices: Furnish, install, maintain, remove and relocate channelizing devices in accordance with the Plans and Standard Plans.

102-9.5.1 Retroreflective Collars for Traffic Cones: Use collars for traffic cones listed on the APL that meet the requirements of Section 990. Use cone collars at night designed to properly fit the taper of the cone when installed. Place the upper 6 inch collar a uniform 3-1/2 inches distance from the top of the cone and the lower 4 inch collar a uniform 2 inches distance below the bottom of the upper 6 inch collar.

Collars must be capable of being removed for temporary use or attached permanently to the cone in accordance with the manufacturer's recommendations. Provide a white sheeting having a smooth outer surface and that has the property of a retroreflector over its entire surface.

102-9.5.2 Longitudinal Channelizing Devices (LCDs): Use LCDs listed on the APL and meeting the requirements of Section 990 and the Standard Plans. LCDs must be interlocked except for the stand-alone unit placed perpendicular to a sidewalk. For LCDs requiring internal ballasting, an indicator that clearly identifies the proper ballast level will be required. For LCDs requiring external ballasting, the ballasting methods must be detailed in the APL drawings including ballasting type and minimum weight.

Ensure that joints on the pedestrian LCDs are free of sharp edges and have a maximum offset of 1/2 inch in any plane.

Use alternating orange and white solid color vehicular LCDs. Vehicular LCDs may be substituted for drums, vertical panels, or barricades.

102-9.6 Temporary Barrier: Furnish, install, maintain, remove and relocate temporary barrier in accordance with the Plans and Standard Plans. Obtain and use precast temporary concrete barrier from a manufacturing plant that is on the Department's Production Facility Listing. Temporary concrete barrier must meet the material and construction requirements of Section 521 unless noted otherwise in the Standard Plans. Proprietary temporary concrete, steel, or water filled barrier used must be listed on the APL.

The maximum allowable height increase between consecutive temporary barrier units in the direction of traffic is 1 inch.

Temporary barrier must comply with Standard Plans, Index 102-100 or 102-120. Install temporary barriers as either anchored or freestanding as shown in the Plans or the Standard Plans. An anchored unit is defined as having at least one stake or bolt into the underlying pavement or bridge deck. All other units, including those with keeper pins, are considered freestanding.

Remove temporary asphalt pads and repair all attachment scars to permanent structures and pavements after barrier removal. Make necessary repairs due to defective material, work, or Contractor operations at no cost to the Department. Restore barrier damaged by the traveling public within 24 hours after notification as authorized by the Engineer.

Trailer mounted barriers listed on the APL may be used at the option of the Contractor. Trailer mounted barriers listed on the APL must have an FHWA eligibility letter and be successfully crash tested in accordance with MASH TL-3 criteria. All trailer mounted barriers must be equipped with an APL listed truck mounted attenuator, an APL listed vehicle mounted arrow board and vehicle warning lights in accordance with this Section.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

102-9.6.2.1 Temporary Barrier Meeting the Requirements of Standard Plans, Index 102-120 and 102-110: Ensure the marking requirements of the respective Index are met.

102-9.6.2.2: Proprietary Precast Temporary Concrete Barrier Fabricated prior to 2005: Submit a certification stating that all unmarked barrier units meet the requirements of the Specifications and the Standard Plans. Certifications will be project specific and non-transferable.

102-9.6.2.3 Proprietary Precast Temporary Concrete Barrier Fabricated in 2005 or later: Ensure each barrier unit has permanent clear markings, showing the manufacture date, serial number, manufacturer's name or symbol, and the APL number. Label the markings on a plate, plaque, or cast in the unit. Proprietary barrier fabricated prior to 2016 and marked with the "INDX 521" in lieu of the APL number will be permitted.

102-9.6.2.4 Temporary Concrete Barrier Repair: Before beginning the repair, remove all laitance, loose material, and any other deleterious matter to sound concrete or a minimum depth of one inch. Additionally, when reinforcing bars, inserts or weldments are exposed, remove the concrete to provide a minimum one inch clearance all around. Fill the repair area with an approved high performance concrete repair material in accordance with 930-5 and the manufacturer's recommendations. Restore surfaces and edges to the original dimensions and shape of the barrier.

Repairs are not allowed on barrier units that have one or more of the following deficiencies: structural cracking or cracks that exist through the entire cross-section; unit-to-unit connection assemblies or anchor slots are broken or no longer in a fixed position.

Do not paint repaired barriers.

102-9.7 Barrier Delineators: Install barrier delineators on top of temporary barrier and vehicular LCDs meeting the requirements of Section 705.

102-9.8 Temporary Glare Screen: Use temporary glare screens listed on the APL that meet the requirements of Section 990. Furnish, install, maintain, remove and relocate glare screen systems in conjunction with temporary barrier at locations identified in the Plans.

The anchorage of the glare screen to the barrier must be capable of safely resisting an equivalent tensile load of 600 pounds per foot of glare screen, with a requirement to use a minimum of three fasteners per barrier section.

When glare screen is utilized on temporary barrier, barrier delineators will not be required.

102-9.9 Temporary Crash Cushion (Redirective or Gating): Furnish, install, maintain and subsequently remove temporary crash cushions in accordance with the details and notes shown in the Plans, Standard Plans, and requirements of the pre-approved alternatives listed on the APL.

Temporary crash cushions can be either new or used functionally sound refurbished devices. Performance of intended function is the only condition for acceptance. All metallic components must be galvanized in accordance with Section 967.

Anchor abutting temporary barrier in accordance the Standard Plans or APL drawings, as required. Bidirectional installations must have a transition panel installed between the crash cushion and the abutting barrier. Delineate the crash cushion in accordance with

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

Section 544. Maintain the crash cushions until their authorized removal. Do not place any materials or equipment within the length of the crash cushion.

Remove temporary asphalt or concrete pads and repair all attachment scars to permanent structures and pavements after crash cushion removal. Make necessary repairs due to defective material, work, or Contractor operations at no cost to the Department. Restore crash cushions damaged by the traveling public within 24 hours after notification as authorized by the Engineer.

102-9.10 Temporary Guardrail: Furnish temporary guardrail in accordance with the Plans and Standard Plans. Meet the requirements of Section 536.

102-9.11 Arrow Board: Furnish arrow boards that meet the requirements of Section 990 as required by the Plans and Standard Plans to advise approaching traffic of lane closures or shoulder work. Ensure that the arrow board display panel is raised to a fully upright position and is fully visible to motorists. Type B arrow boards may be used on low to intermediate speed (0 mph to 50 mph) facilities or for maintenance or moving operations on any speed facility. Type C arrow boards must be used for all other operations on high-speed (50 mph and greater) facilities and may be substituted for Type B arrow boards on any speed facility.

102-9.12 Portable Changeable Message Sign (PCMS): Furnish PCMSs or truck mounted changeable message signs that meet the requirements of Section 990 as required by the Plans and Standard Plans to supplement other temporary traffic control devices used in work zones. Ensure that the PCMS display panel is raised to a fully upright position and is fully visible to motorists.

Messages must have no more than two phases. The display time for each phase must be at least two seconds but no more than three seconds. The sum of the display time must be a maximum of six seconds.

102-9.13 Portable Regulatory Signs (PRS): Furnish PRSs that meet the requirements of Section 990 as required by the Plans and Standard Plans. Ensure that the PRS sign panel is raised to a fully upright position and is fully visible to motorists.

Activate portable regulatory signs only during active work activities and deactivate when no work is being performed.

102-9.14 Radar Speed Display Unit (RSDU): Furnish RSDUs that meet the requirements of Section 990 as required by the Plans and Standard Plans to inform motorists of the posted speed and their actual speed. Ensure that the RSDU display panel is mounted in accordance with the manufacturer's recommendations.

Activate the radar speed display unit only during active work activities and deactivate when no work is being performed.

102-9.15 Temporary Signalization and Maintenance: Provide temporary signalization and maintenance at existing, temporary, and new intersections including but not limited to the following:

1. Installation of temporary poles and span wire assemblies as shown in the Plans,
2. Temporary portable traffic signals as shown in the Plans,
3. Adding or shifting signal heads,
4. Trouble calls,

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

5. Maintaining intersection and coordination timing and preemption devices. Coordination timing will require maintaining functionality of system communications.

Restore any loss of operation within 12 hours after notification. Provide alternate temporary traffic control until the signalization is restored.

Provide traffic signal equipment that meets the requirements of the Standard Plans and 603-2. The Engineer may approve used signal equipment if it is in acceptable condition. Replacement components for traffic signal cabinet assemblies will be provided by the maintaining agency. For temporary signals used for lane closure operations on two-lane, two-way roadways meet the requirements in 102-9.21.

102-9.16 Temporary Traffic Detection and Maintenance: Provide temporary traffic detection and maintenance at existing, temporary, and new signalized intersections. Provide temporary traffic detection equipment listed on the APL. Restore any loss of detection within 12 hours. Ensure 90% accuracy per signal phase, measured at the initial installation and after any lane shifts, by comparing sample data collected from the detection system with ground truth data collected by human observation. Collect the sample and ground truth data for a minimum of five minutes during a peak and five minutes during an off-peak period with a minimum three detections for each signal phase. Perform the test in the presence of the Engineer.

102-9.17 Truck Mounted Attenuators and Trailer Mounted Attenuators: Furnish, operate and maintain APL listed truck mounted and trailer mounted attenuators in accordance with the manufacturer's recommendations.

For posted speeds of 50 mph or greater, use either truck mounted attenuators or trailer mounted attenuators that meet TL-3 criteria. For posted speeds of 45 mph or less, use either truck mounted attenuators or trailer mounted attenuators that meet TL-2 or TL-3 criteria.

Attenuators will not be paid for separately. Include the cost of the truck with either a truck mounted attenuator or a trailer mounted attenuator in Maintenance of Traffic, lump sum. Payment includes all costs, including furnishing, operating maintaining and removal when no longer required, and all materials, labor, tools, equipment and incidentals required for attenuator maintenance.

102-9.18 Temporary Raised Rumble Strip Set: Furnish, install, maintain, remove, and reinstall temporary raised rumble strips per the manufacturer's recommendations and in accordance with Standard Plans, Index 102-603.

The temporary raised rumble strip may be either a removable polymer striping tape or a molded engineered polymer material.

102-9.19 Automated Flagger Assistance Devices (AFAD): Furnish, install, maintain, remove, and relocate AFADs in accordance with the Plans, Standard Plans, Index 102-603, and APL vendor drawings.

Position AFADs where they are clearly visible to oncoming traffic. AFADs may be placed on the centerline if they have been successfully crash tested in accordance with MASH TL-3 criteria. A gate arm is required in accordance with Section 990 if a single AFAD is used on the shoulder to control one direction of traffic.

The devices may be operated either by a single flagger at one end of the traffic control zone, from a central location, or by a separate flagger near each device location. Use only flaggers trained in accordance with Section 105 and in the operation of the AFAD. When in use,

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

each AFAD must be in view of, and attended at all times by, the flagger operating the device.

Provide two flaggers on-site and use one of the following methods in the deployment of AFADs:

1. Place an AFAD at each end of the temporary traffic control zone, or
2. Place an AFAD at one end of the temporary traffic control zone and a flagger at the opposite end.

A single flagger may simultaneously operate two AFADs as described in (1) or a single AFAD as described in (2) if all of the following conditions are met:

1. The flagger has an unobstructed view of the AFAD(s),
2. The flagger has an unobstructed view of approaching traffic in both directions,
3. For two AFADs, the AFADs are less than 800 feet apart. For one AFAD, the AFAD and the flagger are less than 800 feet apart.
4. Two flaggers are available on-site to provide normal flagging operations should an AFAD malfunction.

AFADs may be either a remotely controlled Stop/Slow AFAD mounted on either a trailer or a movable cart system, or a remotely controlled Red/Yellow Lens AFAD.

Illuminate the flagging station when the AFAD is used at night. When the AFAD is not in use, remove or cover signs and move the AFAD device outside the clear zone or shield it with a barrier.

AFADs will not be paid for separately. AFADs may be used as a supplement or an alternate to flaggers in accordance with the Plans, Standard Plans, Index 102-603, and the APL vendor drawings. Include the cost for AFADs in Maintenance of Traffic, Lump Sum.

102-9.20 Temporary Lane Separator: Furnish, install, maintain, remove and relocate temporary lane separator in accordance with the Plans and Standard Plans, Index 102-600. Anchor the portable temporary lane separator with a removable anchor bolt. Use epoxy on bridge decks where anchoring is not allowed. Remove the epoxy from the bridge deck by hydroblasting or other method approved by the Engineer.

102-9.21 Temporary Signals for Lane Closures on Two-Lane, Two-Way Roadways: Furnish, install, maintain, remove, and relocate temporary signals for lane closure operations on two-lane, two-way roadways at the locations shown in the Plans. Temporary signals may be used, at the Contractor's option, as an alternate to flaggers for lane closure operations on two-lane, two-way roadways in accordance with Standard Plans, Index 102-606. Temporary signals can either be portable signals or span wire signals and must be listed on the APL.

102-10 Work Zone Pavement Marking.

102-10.1 Description: Furnish and install work zone pavement markings for MOT in construction areas and in close conformity with the lines and details shown in the Plans and Standard Plans.

Centerlines, lane lines, edge lines, stop bars, standard crosswalks, and turn arrows will be required in work zones prior to opening the road to traffic.

102.10.2 Painted Pavement Markings:

102-10.2.1 General: Use painted pavement markings meeting the requirements of

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

Section 710. Use standard paint unless otherwise identified in the Plans or approved by the Engineer.

102-10.3 Removable Tape:

102-10.3.1 General: Use removable tape listed on the APL as shown in the Plans and meeting the requirements of 990-4.

102-10.3.2 Application: Apply removable tape with a mechanical applicator to provide pavement lines that are neat, accurate and uniform. Equip the mechanical applicator with a film cut-off device and with measuring devices that automatically and accumulatively measure the length of each line placed within an accuracy tolerance of plus or minus 2%. Ensure removable tape adheres to the road surface. Removable tape may be placed by hand on short sections, 500 feet or less, if it is done in a neat accurate manner.

102-10.3.3 Retroreflectivity: Apply white and yellow pavement markings that will attain an initial retroreflectivity of not less than 300 mcd/lx·m^2 for white and contrast markings and not less than 250 mcd/lx·m^2 for yellow markings. Black portions of contrast tapes and black masking tapes must be non-reflective and have a reflectance of less than 5 mcd/lx m^2. At the end of the six month service life, the retroreflectance of white and yellow removable tape shall not be less than 150 mcd/lx·m^2.

102-10.3.4 Removability: Provide removable tape capable of being removed from bituminous concrete and portland cement concrete pavement intact or in substantially large strips, either manually or by a mechanical roll-up device, at temperatures above 40ºF, without the use of heat, solvents, grinding or blasting.

102-10.4 Temporary Raised Pavement Markers (RPMs): Use Class B RPMs except for work that consists of ground-in rumble strips at centerline locations. For ground-in rumble strips at centerline locations, use temporary RPMs in accordance with Section 710. Provide only temporary RPMs listed on the APL. Install all markers in accordance with the manufacturer's recommendations, the Standard Plans, and Section 706. After initial installation, replace broken or missing temporary RPMs in locations where more than three consecutive temporary RPMs are broken or missing at no expense to the Department.

102-11 Method of Measurement.

102-11.1 General: Devices installed/used on the project on any calendar day or portion thereof, within the Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price for the applicable pay item. Include the cost of any work that is necessary to meet the requirements of the Contract Documents for MOT under Maintenance of Traffic, lump sum when separate payment is not provided.

102-11.2 Traffic Control Officers: The quantity to be paid for traffic control officers as specified in 102-7(1) through (5) will be at the Contract unit price per hour (4 hour minimum) for the actual number of officers certified to be on the project site, including any law enforcement vehicles and all other direct and indirect costs. Payment will be made only for those traffic control officers specified in the Plans and authorized by the Engineer.

Cost for traffic control officers as specified in 102-7(6) or used at the Contractor's option will be paid for under Maintenance of Traffic, lump sum.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

102-11.3 Special Detours: When a special detour is shown in the Plans, the work of constructing, maintaining, and subsequently removing such detour facilities will be paid for under Special Detour, lump sum. However, traffic control devices, warning devices, barriers, signing, pavement markings, and restoration to final configuration will be paid for under their respective pay items.

When the Plans show more than one special detour, each special detour will be paid for separately, at the Contract lump sum price for each.

102-11.4 Commercial Material for Driveway Maintenance: The quantity to be paid for will be the certified volume, in cubic yards, of all materials authorized by the Engineer, acceptably placed and maintained for driveway maintenance. The volume, which is authorized to be reused, and which is acceptably salvaged, placed, and maintained in other designated driveways will be included again for payment.

102-11.5 Work Zone Signs: The number of temporary post-mounted signs (temporary regulatory, warning and guide) certified as installed/used on the project will be paid for at the Contract unit price for work zone signs. When multiple signs are located on single or multiple posts, each sign panel will be paid individually. Signs greater than 20 square feet and detailed in the Plans will be paid for under Maintenance of Traffic, lump sum.

Temporary portable signs (excluding mesh signs) and vehicular mounted signs will be included for payment under work zone signs, only if used in accordance with the Standard Plans.

The number of temporary barrier mounted signs (temporary regulatory, warning and guide) certified as installed/used on the project will be paid for at the Contract unit price for barrier mounted work zone signs.

Work zone signs may be installed fourteen days prior to the start of Contract Time with the approval of the Engineer and at no additional cost to the Department.

102-11.6. Business Signs: The number of business signs certified as installed/used on the project will be paid for at the Contract unit price for business signs.

102-11.7 Project Information Signs: No separate payment will be made for project information signs. Payment will be included under Maintenance of Traffic, lump sum.

102-11.8 Channelizing Devices: The number of drums, vertical panels, and Type I, Type II, Type III, or direction indicator barricades, certified as installed/used on the project meeting the requirements of Standard Plans, Index 102-600 and have been properly maintained will be paid for at the Contract unit prices for channelizing device.

Payment for drums, vertical panels, and Type I, Type II, Type III, and direction indicator barricades will be paid per each per day.

Payment for vehicular LCDs will be paid as the length in feet installed divided by the device spacing for barricades, vertical panels, and drums and certified as installed/used on the project meeting the requirements of Standard Plans, Index 102-600 and have been properly maintained will be paid for at the Contract unit price for channelizing device.

Payment for pedestrian LCDs will be paid as the plan quantity length in feet, in place and accepted. For sidewalk closures, the plan quantity length will be based on the width of the sidewalk. The quantity of pedestrian LCDs will be paid for regardless of whether materials are new, used, or relocated from a previous installation on the project. Placement of pedestrian

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

LCDs at locations not shown in the Plans, or not authorized by the Engineer, will be at the Contractor's expense. Payment for pedestrian LCD mounted signs will be made under Work Zone Signs, per each per day.

Payment will not be made for channelizing devices unsatisfactorily maintained, as determined by the Engineer. Payment will be made for each channelizing device that is used to delineate trailer mounted devices. Payment will be made for channelizing devices delineating portable changeable message signs during the period beginning 14 working days before Contract Time begins as authorized by the Engineer.

102-11.9 Temporary Barrier: The quantity to be paid for will be the length, in feet, of freestanding units or anchored units certified as installed/used on the project. The quantity to be paid for relocating barrier will be based on the relocated installation type. No separate payment will be made for the asphalt pad. For freestanding units transitioned to a crash cushion, the cost of anchoring the transition units will be included in the cost of the temporary crash cushion in accordance with 102-11.12.

102-11.10 Barrier Delineators: No separate payment will be made for barrier delineators installed on top of temporary barrier and vehicular LCDs. Include the cost for barrier delineators in the cost of the barrier or vehicular LCD.

102-11.11 Temporary Glare Screen: The certified quantity to be paid for will be determined by the number of sections times the nominal length of each section.

102-11.12 Temporary Crash Cushions: No separate payment will be made for the concrete or asphalt pad.

102-11.12.1 Redirective: The quantity to be paid for will be the number of temporary crash cushions (redirective) certified as installed/used and maintained on the project, including anchoring of temporary barrier necessary for transition to the crash cushion and delineation.

102-11.12.2 Gating: The quantity to be paid for will be the number of temporary crash cushions (gating) certified as installed/used and maintained on the project, including anchoring of temporary barrier necessary for transition to the crash cushion and delineation.

102-11.13 Temporary Guardrail: The quantity to be paid for will be the length, in feet, of temporary guardrail constructed and certified as installed/used on the project. The length of a run of guardrail will be determined as a multiple of the nominal panel lengths.

102-11.14 Arrow Board: The quantity to be paid at the contract unit price will be for the number of arrow boards certified as installed/used on the project on any calendar day or portion thereof within the Contract Time.

102-11.15 Portable Changeable Message Sign: The quantity to be paid at the Contract unit price will be for the number of PCMSs or truck mounted changeable message signs certified as installed/used on the project on any calendar day or portion thereof within the Contract Time. Payment will be made for each portable changeable message sign that is used during the period beginning fourteen working days before Contract Time begins as authorized by the Engineer.

102-11.16 Portable Regulatory Signs: The quantity to be paid for will be the number of portable regulatory signs certified as installed/used on the project on any calendar day or portion thereof within the Contract Time, will be paid for the Contract unit price for portable regulatory

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

sign.

102-11.17 Radar Speed Display Unit: The quantity to be paid for will be the number of radar speed display units certified as installed/used on the project on any calendar day or portion thereof within the Contract Time, will be paid for the Contract unit price for radar speed display unit.

102-11.18 Temporary Signalization and Maintenance: For existing intersections, the certified quantity to be paid for will be the number of signalized intersections per day for the full duration of the Contract. For temporary intersections, the certified quantity to be paid for will be the number of signalized intersections per day for the duration of the temporary intersection. No separate payment will be made for temporary signalization and maintenance at new intersections.

102-11.19 Temporary Traffic Detection and Maintenance: For existing intersections, the certified quantity to be paid for will be the number of signalized intersections per day beginning the day Contract Time begins and ending the day the permanent detection is operational and the final lane configuration is in place. For temporary and new intersections, the certified quantity to be paid for will be the number of signalized intersections per day beginning the day the temporary detection is functional and ending the day: the permanent detection is operational and the final lane configuration is in place for a new intersection; or, when the detection is removed for a temporary intersection.

102-11.20 Work Zone Pavement Markings: Painted pavement markings will be paid as specified in 710-10. The quantity of removable tape to be paid for solid, 10’-30’ skip, 3’-9’ dotted, 6’-10’ dotted, and 2’-4’ dotted lines will be the length, in gross miles, authorized and acceptably applied under this Section and certified as installed/used on the project. The quantity of removable tape to be paid for transverse lines will be the length, in linear feet, authorized and acceptably applied under this Section and certified as installed/used on the project. The quantity of removable tape to be paid for pavement messages, symbols, and arrows will be per each, authorized and acceptably applied under this Section and certified as installed/used on the project. The quantity of temporary RPMs to be paid will be the number of RPMs authorized and acceptably applied.

102-11.21 Temporary Raised Rumble Strips: The quantity to be paid for will be the number of calendar days, or portions thereof, that temporary raised rumble strips are certified as installed/used on the project within the Contract Time. The number of strips used must meet the requirements of Standard Plans, Index 102-603. No adjustment will be made to the per day measurement for the number of strips or sets used, or for the number of times the sets are relocated.

102-11.22 Temporary Lane Separator: The quantity to be paid for will be the field measure, in feet, of temporary lane separator certified as installed/used on the project, including drainage gaps, completed and accepted.

102-11.23 Temporary Signals for Lane Closures on Two-Lane, Two-Way Roadways: The quantity to be paid for will be the number of temporary signals per day installed/used at the locations shown in the Plans. Temporary signals installed/used at the Contractor’s option as an alternative to flaggers will be included in Maintenance of Traffic, lump sum.

102-11.24 Temporary Highway Lighting: When temporary highway lighting is required

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

by the Plans, the work of constructing, maintaining, and removing the temporary highway lighting, including all materials and any necessary design work, will be paid for under temporary highway lighting, lump sum.

102-11.25 Pedestrian Special Detours: When a pedestrian special detour is shown in the Plans, the work of constructing, maintaining, and subsequently removing such detour facilities will be paid for under pedestrian special detour, lump sum. However, traffic control devices, warning devices, barriers, signing, pavement markings, and restoration to final configuration will be paid for under their respective pay items.

102-12 Submittals.

102-12.1 Submittal Instructions: Prepare a certification of quantities, using the Department's current approved form, for certified MOT payment items for each project in the Contract. Submit the certification of quantities to the Engineer. The Department will not pay for any disputed items until the Engineer approves the certification of quantities.

102-12.2 Contractor's Certification of Quantities: Request payment by submitting a certification of quantities no later than Twelve O'clock noon Monday after the estimate cut-off date or as directed by the Engineer, based on the amount of work done or completed. Ensure the certification consists of the following:

1. Contract Number, FPID Number, Certification Number, Certification Date and the period that the certification represents.
2. The basis for arriving at the amount of the progress certification, less payments previously made and less an amount previously retained or withheld. The basis will include a detail breakdown provided on the certification of items of payment in accordance with 102-13. After the initial setup of the MOT items and counts, the interval for recording the counts will be made weekly on the certification sheet unless there is a change. This change will be documented on the day of occurrence. Some items may necessitate a daily interval of recording the counts.

102-13 Basis of Payment.

102-13.1 Maintenance of Traffic (General Work): When an item of work is included in the proposal, price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

102-13.2 Traffic Control Officers: Price and payment will be full compensation for the services of the traffic control officers.

102-13.3 Special Detours: Price and payment will be full compensation for providing all detour facilities shown in the Plans and all costs incurred in carrying out all requirements of this Section for general MOT within the limits of the detour, as shown in the Plans.

102-13.4 Commercial Materials for Driveway Maintenance: Price and payment will be full compensation for all work and materials specified for this item, including specifically all required shaping and maintaining of driveways.

102-13.5 Work Zone Signs: Price and payment will be full compensation for all work and materials for furnishing signs, supports and necessary hardware, installation, relocating, maintaining and removing signs.

102-13.6. Business Signs: Price and payment will be full compensation for all materials

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

and labor required for furnishing, installing, relocating, maintaining, and removing the signs as well as the cost of installing any logos provided by business owners.

102-13.7 Project Information Signs: Price and payment will be full compensation for all materials and labor for furnishing, installing, relocating, maintaining and removing signs.

102-13.8 Channelizing Devices: Prices and payment will be full compensation for furnishing, installing, relocating, maintaining and removing the channelizing devices.

102-13.9 Temporary Barrier: Price and payment will be full compensation for furnishing, installing, maintaining, and removing the barrier and asphalt pad. When called for, temporary barrier (relocate) will be full compensation for relocating the barrier.

102-13.10 Temporary Glare Screen: Price and payment will be full compensation for furnishing, installing, maintaining, and removing the glare screen certified as installed/used on the project. When called for, glare screen (relocate) will be full compensation for relocating the glare screen.

102-13.11 Temporary Crash Cushion (Redirective or Gating): Price and payment will be full compensation for furnishing, installing, maintaining, and removing crash cushions and concrete or asphalt pads.

102-13.12 Temporary Guardrail: Price and payment will be full compensation for furnishing all materials required for a complete installation, including end anchorage assemblies and any end connections to other structures and for installing, maintaining and removing guardrail.

102-13.13 Arrow Board: Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing arrow boards.

102-13.14 Portable Changeable Message Sign: Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing portable changeable message signs.

102-13.15 Portable Regulatory Signs: Price and payment will be full compensation for furnishing, installing, relocating, operating, maintaining and removing a completely functioning system as described in these Specifications.

Payment will include all labor, materials, incidentals, repairs and any actions necessary to operate and maintain the unit at all times that work is being performed or traffic is being affected by construction and/or MOT operations.

102-13.16 Radar Speed Display Unit: Price and payment will be made only for a completely functioning system as described in these Specifications. Payment will include all labor, hardware, accessories, signs, and incidental items necessary for a complete system. Payment will include any measurements needed to ensure that the unit conforms to all Specification requirements.

Payment will include all labor, materials, incidentals, repairs and any actions necessary to operate and maintain the unit at all times that work is being performed or traffic is being affected by construction and MOT operations. Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing radar speed display unit.

102-13.17 Temporary Signalization and Maintenance: Price and payment will constitute full compensation for furnishing, installing, operating, maintaining and removing

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

temporary traffic control signals including all equipment and components necessary to provide an operable traffic signal. Payment will be withheld for each day at each intersection where the temporary signalization is not operational within 12 hours after notification.

102-13.18 Temporary Traffic Detection and Maintenance: Price and payment will constitute full compensation for furnishing, installing, operating, maintaining and removing temporary traffic detection including all equipment and components necessary to provide an acceptable signalized intersection. Take ownership of all equipment and components. Payment will be withheld for each day at each intersection where the temporary detection is not operational within 12 hours after notification.

102-13.19 Work Zone Pavement Markings: Price and payment will be full compensation for all work specified including, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

Removable tape or durable paint may be substituted for standard paint at no additional cost to the Department.

Payment for temporary RPMs used to supplement line markings will be paid for under temporary raised pavement markers. Install these RPMs as detailed in the Standard Plans.

102-13.20 Temporary Raised Rumble Strips: Price and payment will be full compensation for all work and materials described in this Section, including all cleaning and preparing of surfaces, disposal of all debris, furnishing of all materials, application, curing, removal, reinstalling and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work.

102-13.21 Temporary Lane Separator: Price and payment will be full compensation for all work specified in this Section.

102-13.22 Temporary Signals for Lane Closures on Two-Lane, Two-Way Roadways: Price and payment will be full compensation for furnishing, installing, operating, maintaining and removing temporary traffic signal including all equipment and components necessary to provide an operable portable traffic signal.

102-13.23 Temporary Highway Lighting: Price and payment will be full compensation for providing all temporary highway lighting shown in the Plans.

102-13.24 Pedestrian Special Detours: Price and payment will be full compensation for providing all pedestrian special detours shown in the Plans.

102-13.25 Payment Items: Payment will be made under:

Item No. 102- 1-	Maintenance of Traffic - lump sum.
Item No. 102- 2-	Special Detour - lump sum.
Item No. 102- 3-	Commercial Material for Driveway Maintenance - per cubic yard.
Item No. 102- 4-	Pedestrian Special Detour - lump sum.
Item No. 102- 14-	Traffic Control Officer - per hour.
Item No. 102- 30-	Temporary Highway Lighting - lump sum.
Item No. 102- 60-	Work Zone Sign - per each per day.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

Item No. 102- 61-	Business Sign - each.
Item No. 102- 62-	Barrier Mounted Work Zone Sign – per each per day
Item No. 102- 71-	Temporary Barrier - per foot.
Item No. 102- 75-	Temporary Lane Separator - per foot
Item No. 102- 73-	Temporary Guardrail - per foot.
Item No. 102- 74-	Channelizing Devices
Item No. 102- 76-	Arrow Board - per each per day.
Item No. 102- 78-	Temporary Raised Pavement Markers - each.
Item No. 102- 81-	Temporary Crash Cushion, Gating - per location.
Item No. 102- 89-	Temporary Crash Cushion, Redirective - per location.
Item No. 102- 94-	Glare Screen - per foot.
Item No. 102- 99-	Portable Changeable Message Sign - per each per day.
Item No. 102-104-	Temporary Signalization and Maintenance - per intersection per day.
Item No. 102-107-	Temporary Traffic Detection and Maintenance - per intersection per day.
Item No. 102-120-	Temporary Signal for Lane Closures on Two-Lane, Two-Way Roadways – per each per day.
Item No. 102-150-	Portable Regulatory Sign - per each per day.
Item No. 102-150-	Radar Speed Display Unit - per each per day.
Item No. 102-909-	Temporary Raised Rumble Strips - per day.
Item No. 102-913-	Removable Tape.
Item No. 710-	Painted Pavement Markings.
Item No. 711-	Thermoplastic Pavement Markings.

MAINTENANCE OF TRAFFIC – WORK DOCUMENT.
(REV 1-20-25) (FY 2025-26)

SUBARTICLE 102-3.1 is deleted and the following substituted:

102-3.1 Contractor's Responsibility: Time begins when the Engineer is notified that setup is complete and flagging operations and maintenance of all temporary traffic control devices are ready for work to begin. Time ends when work has been completed. Notify the Engineer immediately when work has been completed. travel time to and from the work site, as well as installation and removal of temporary traffic control devices is not included as compensable time. Provide only one person for the maintenance of devices unless otherwise directed by the Engineer.

SUBARTICLE 102-3.2 is deleted and the following substituted:

102-3.2 Worksite Traffic Supervisor (WTS): Provide a WTS who is responsible for initiating, installing, and maintaining all temporary traffic control devices as described in this Section and the Contract Documents. Provide all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations. Provide the WTS or designee with a tablet or

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

smartphone with internet access for recording information into the Department's lane closure notification system. Use approved alternate WTS when necessary.

The WTS must meet the personnel qualifications specified in Section 105.

The WTS is to perform the following duties:

1. On site direction of all temporary traffic control on the project.
2. Is on site during all set up and take down, and performs a drive through inspection immediately after set up.
3. Is on site during all nighttime operations ensuring proper temporary traffic control.
4. Immediately corrects all safety deficiencies and corrects minor deficiencies that are not immediate safety hazards within 24 hours.
5. Is available on a 24 hour per day basis and present at the site within 45 minutes after notification of an emergency situation and is prepared to respond to maintain temporary traffic control or to provide alternate traffic arrangements.
6. Conducts daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.

Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as deemed necessary.

The Department may disqualify and remove from the project a WTS who fails to comply with the provisions of this Section. The Department may temporarily suspend all activities, except traffic, erosion control and such other activities that are necessary for project maintenance and safety, for failure to comply with these provisions.

SUBARTICLE 102-3.3 is deleted.

SUBARTICLE 102-5.5 is deleted and the following substituted:

102-5.5 Crossings and Intersections: Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any median opening, road or street crossing the project unless approved by the Engineer. Maintain all existing actuated or traffic responsive mode signal operations for main and side street movements for the duration of the work. Restore any loss of detection within 12 hours. Use only detection technology listed on the Department's Approved Products List (APL) and approved by the Engineer to restore detection capabilities. Before beginning any construction, submit to the Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.

SUBARTICLE 102-9.1 is deleted and the following substituted:

102-9 Temporary Traffic Control Devices.

102-9.1 General: Use only devices that are listed on the APL and use in conformance with the APL drawings. Immediately remove or cover, using any method of covering approved by the Engineer, any existing or temporary devices (e.g. signs) that do not apply to current conditions.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

The use of NCHRP Report 350 Recommended Procedures for the Safety Performance Evaluation of Highway Features devices purchased prior to January 1, 2020 is permitted on projects let prior to January 1, 2030. All devices manufactured or purchased on or after January 1, 2020 must be MASH compliant in accordance with Section 990.

The APL number is to be permanently marked on the device at a readily visible location. Sheeting used on devices and pavement markings are exempt from this requirement.

Notify the Engineer in writing of any scheduled operation that will affect traffic patterns or safety sufficiently in advance of commencing such operation to allow adequate time to review the plan for the proposed installation of temporary traffic control devices.

Assign an employee the responsibility of maintaining the position and condition of all temporary traffic control devices throughout the duration of the Contract. Keep the Engineer advised of the identification and means of contacting this employee on a 24 hour basis.

Maintain temporary traffic control devices in the correct position, properly oriented, clearly visible, and clean. All applicable temporary traffic control devices must meet the classification category of Acceptable as defined in the American Traffic Safety Services Association (ATSSA) Quality Guidelines for Temporary Traffic Control Devices and Features. Temporary concrete barriers must meet the classification category of Acceptable defined in the Department's Temporary Concrete Barrier Evaluation Guide, which may be viewed at the following URL:

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/docs/default-source/content-docs/programmanagement/implemented/urlinspecs/files/temporaryconcretebarrierguide.pdf.pdf?sfvrsn=343b4c97_10.

Pedestrian Longitudinal Channelizing devices (LCDs) must meet the classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide, which may be viewed at the following URL:

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/lcdevaluationguide.pdf?sfvrsn=166e0f16_2.

Immediately repair, replace or clean damaged, defaced or dirty devices. Traffic control devices must not be cleaned while installed/used. Use of warning lights on any temporary traffic control device is prohibited, with the exception of the trailer mounted portable regulatory signs.

SUBARTICLE 102-9.1.1 is deleted.

SUBARTICLE 102-11.1 is deleted and the following substituted:

102-11.1 General: Devices installed/used on the project on any calendar day or portion thereof, within the Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price for the applicable pay item.

For this Contract, all pay items with unit "Each Day (ED)" and "Hour (HR)" will be defined as follows:

1. Time for "Each Day" will be calculated in 24 hour increments starting at the time specified in the Work Document.
2. "Hour" rates will be paid in increments of 1 hour, rounded up to the hour.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

ARTICLE 102-11 is expanded by the following new Subarticles:

102-11.29 MOT Maintenance Services: The quantity to be paid will be the number of hours that MOT duties are performed, beginning when setup is complete to the initiation of takedown.

102-11.30 Truck Mounted Attenuator: The quantity to be paid will be the number of days, per day, regardless of the number of locations work is performed at each site.

ARTICLE 102-12 is deleted.

SUBARTICLE 102-13.1 is deleted and the following substituted:

102-13 Basis of Payment.

102-13.1 Maintenance of Traffic (General Work): When an item of work is included in the proposal, price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

When the proposal does not include separate item(s) for Maintenance of Traffic, all work and incidental costs specified as being covered under this Section will be included for payment under the scheduled items of the overall Contract and no separate payment will be made.

SUBARTICLE 13.27 is deleted and the following substituted:

102-13.27 MOT Maintenance Services: Price and payment will be full compensation for MOT work performed.

ARTICLE 102-13 is expanded by the following new Subarticles:

102-13.28 Truck Mounted Attenuator: Price and payment will be full compensation for providing truck mounted attenuators each day regardless of the number of locations work is performed at each site. Payment will be made per day when included in the Work Document or as directed by the Engineer. Payment includes all costs for materials, labor, tools, equipment and incidentals required for performing the work described in this Section.

102-13.29 Payment Items: Payment will be made under the items shown in the Bid Price Proposal.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

LITTER REMOVAL AND MOWING.
(REV 8-19-21) (FY 2025-26)

SECTION 107 is deleted and the following substituted:

107-1 Description.

107.1.1 Litter Removal: Provide pickup, removal, and disposal of litter and debris within the maintained limits from the outside edge of travel way to the right of way line, including the median on divided highways from the inside edge of travel way to the inside edge of travel way, ponds, and remote areas as specified in the Contract Documents. Litter or debris includes but is not limited to varied sizes of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, small outdoor advertisement signs, brush, tree limbs, and other items to be removed under this work.

107-1.2 Mowing: Mow grass or vegetation within the project limits at locations identified in the Contract Documents. Locations may consist of roadside areas, ponds, ditches, or other areas as specified. Where landscaping has been established or natural landscaping has been preserved, mow conforming to the established mowing contours. Mow up to the limits maintained by the Department and around existing appurtenances located within the project limits as directed by the Engineer. Use specialized equipment or hand labor when required to perform specified work in certain areas or situations. Vegetation consists of planted and/or natural grasses, weeds, and other vegetation within the area to be mowed. Comply with the current edition of the Department's "A Guide to Roadside Vegetation Management".

107-1.2.1 Large Machine Mowing: Provide large machine mowing in areas conductive to large machine mowing equipment with a 3 horizontal to 1 vertical or less slope.

107-1.2.2 Slope Mowing: Provide slope mowing on slopes with a greater or steeper than 3 horizontal to 1 vertical slope or other areas that are relatively inaccessible to the use of conventional style equipment.

107-1.2.3 Intermediate Machine Mowing: Provide intermediate machine mowing in areas of 3 horizontal to 1 vertical slope or less that are not accessible by large machine mowing equipment but not conducive to the use of small machine mowing equipment.

107-1.2.4 Small Machine Mowing: Provide small machine mowing in areas of 3 horizontal to 1 vertical slope or less that are not accessible by large and intermediate machine mowing equipment.

107-1.2.5 Manual Weed Control: For areas with densely planted trees and steep slopes that are not accessible to mowing equipment, when directed by the Work Document, remove grasses, weeds, vines, and other underbrush using hand or power tools.

Unless otherwise specified, manual labor required to perform work around appurtenances will be incidental to the type of mowing being performed. Appurtenances may consist of signpost and bases, delineator post, fences, guardrail, barrier walls, end walls, retaining walls, pipes, drainage structures, poles, guys, mailboxes, handrails, landscaped areas, and trees.

107-2 Frequency.

107-2.1 Litter Removal: The number of litter removal cycles maybe increased or decreased based on litter conditions or special events, as directed by the Engineer. Areas or portions of areas within the project limits may be increased or decreased. The estimated number of litter removal cycles is approximately **14**.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

Complete each litter removal cycle within **(to be determined by the engineer)** calendar days of beginning the cycle when the litter removal cycle is concurrent with a mowing cycle. When litter pick up is issued concurrently with a mowing cycle, remove litter prior to and in conjunction with mowing operations in all areas.

Complete each independent litter removal cycle within **(to be determined by the engineer)** calendar days of beginning the cycle.

107-2.2 Mowing: The Engineer will determine the type of mowing, the estimated number of acres to be accomplished within a specified number of calendar days (cycle), when to begin each mowing cycle, and the total number of mowing cycles to be completed.

The number of acres to be completed per cycle may vary depending upon soil conditions. The number of acres to be completed will vary per cycle when wildflowers are in bloom or are re-seeding. Complete each mowing cycle within **(to be determined by the engineer)** calendar days of beginning the cycle. The approximate number of cycles for each type of mowing will be as follows:

Large Machine Mowing	**11** cycles (**N/A** minimum cycles)
Slope Mowing	**6** cycles (**N/A** minimum cycles)
Intermediate Machine Mowing	**11** cycles (**N/A** minimum cycles)
Small Machine Mowing	**11** cycles (**N/A** minimum cycles)
Mow Wildflower plots approximately	**N/A** times per year
Manual Weed Control	**N/A** cycles (**N/A** minimum cycles)

Notify the Engineer prior to beginning work in areas with questionable mowing capabilities. Adjustments to quantities will not be made once work begins.

107-3 Equipment.

107-3.1 Litter Removal: Transport litter using equipment capable of preventing further distribution or loss of litter along the roadway. Cover and secure all open top carriers with tarpaulins.

Specialized mechanical equipment capable of successfully removing litter and debris may be used upon written approval by the Engineer. Additional safety devices or precautions may be required when using unique equipment.

Provide equipment that does not damage curbs, pavement, or turf.

107-3.2 Mowing: Provide mowing equipment with a slow-moving vehicle sign located on the rear of the tractor, amber flashing light or white strobe light mounted on the tractor, 18-inch X 18-inch fluorescent orange warning flags mounted on each side of the rear of the mower, protective devices on the mower to prevent objects from being thrown into traffic, and safety devices installed by the manufacturer. Properly install and maintain safety devices at all times when the equipment is in use.

Maintain mowing equipment to produce a clean, sharp cut and uniform distribution of the cuttings at all times. Provide mowing equipment with the capability of cutting a height from 4 inches to 12 inches.

Provide equipment of a type and quantity to perform the work satisfactorily within the specified time periods.

Immediately remove equipment deficient in safety devices and keep the equipment out of service until the deficiency is corrected.

The Engineer's inspection of equipment will not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment, nor will it relieve the Contractor of the responsibility to meet the established time for the completion of the mowing cycle.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

107-4 Method of Operation.

107-4.1 Litter Removal: Store equipment to remain on the project right of way while not in use outside the clear zone. Do not park or store equipment or supply vehicles in median areas. Conduct all service and supply operations between the travel-way and the right-of-way line and outside of the clear zone. Do not allow supply vehicles to enter the median. Do not allow service vehicles to enter the median except when necessary to repair or remove inoperable equipment.

Perform all litter removal during daylight hours.

Worksite personnel must wear high visibility apparel that meets the standards for High-Visibility Safety Apparel as established by The American National Standards Institute (ANSI) when performing litter removal activities.

107-4.2 Mowing: Perform all work operations in accordance with the appropriate temporary traffic control and lane closure requirements. Furnish, place, and maintain all traffic control devices throughout the duration of the work within the maintenance limits for the protection of the public and employees.

Operate the equipment in the same direction of the traffic unless the adjacent lane is closed to traffic when mowing within four feet of the travel-way (travel lane).

Perform all work during daylight hours.

Begin mowing cycles as directed by the Engineer in the Work Document.

Notify the Engineer when a cycle is started and when work is interrupted for any reason.

Prior to beginning work on the first cycle, provide a pattern or plan for mowing to the Engineer for approval. Follow the pattern adopted for the first cycle with subsequent mowing cycles.

Mow shoulders and medians concurrently within the limits of the area mowed so that not more than one mile will be left partially mowed at the conclusion of the working day. Mow grass and vegetation on slopes or around appurtenances concurrent with the mowing operation.

Complete each mowing cycle in its entirety prior to beginning another cycle. A complete cycle includes all manual labor around appurtenances.

If weather conditions or other situations of a temporary nature prevent the mowing of any areas, and such conditions are eliminated during the period designated for that mowing cycle, the adopted pattern for mowing may be altered to complete mowing of these areas during the mowing cycle.

Notify the Engineer of areas saturated with standing water to the point that standard mowing equipment would cause excessive damage to the turf. Mow the saturated areas during a subsequent cycle or cut to the surface of the water using hand labor or other specialized equipment as directed by the Engineer. Consult with the Engineer prior to beginning work in any questionable area.

Notify the Engineer when mowing areas or cycles have been completed. If any area does not meet the specified requirements, re-mow the areas at no additional cost to the Department.

107-5 Disposal.

107-5.1 Litter Removal: During each litter removal cycle, bag and remove all litter or piles at the end of each working day. Dispose of litter as necessary in accordance with applicable Federal, State, and Local Rules and Regulations. Do not store or stockpile litter within the project limits.

107.5.2 Mowing: In some areas it may be necessary to collect and remove grass clippings from the mowing operation, Dispose of vegetation cuttings in accordance with applicable Federal, State, and Local Rules and Regulations.

107-6 Requirements.

107-6.1 Litter Removal: Perform litter removal in a manner that results in areas being free of litter and debris.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

107-6.2 Mowing: Mow all grass and vegetation to a height of 6 inches plus or minus 1/2 inch. Mow grass and vegetation to a height of 4 inches plus or minus 1/2 inch in specified areas as directed by the Engineer.

Perform mowing in a manner that will not result in streaking or scalping. Mow areas of different widths in a manner that will result in smooth flowing transitions. Do not allow accumulation or piling of cuttings as a result of cleaning the mowing equipment.

Mow all grass and vegetation on slopes or around appurtenances to the same height and quality as the surrounding mowed area when using hand tools.

Negligence that results in damage to turf, curbs, sidewalks, pavement, signs, or structures, mailboxes, appurtenances, etc. will be repaired or replaced at no additional cost to the Department. Complete repairs prior to submission of the invoice for work accomplished during the cycle.

Do not leave an accumulation of clippings in curb and gutters or on sidewalks. The use of blowers (away from traffic) to remove cuttings may be allowed unless prohibited by Federal, State, and Local Rules and Regulations.

107-7 Method of Measurement.

107.7.1 Litter Removal: The quantities to be paid for litter removal will be the number of acres of litter removal completed and accepted.

107-7.2 Mowing: Use of specialized equipment will be of no additional cost to the Department.

The quantities to be paid for mowing will be the area, in acres, of mowing completed and accepted.

The number of acres scheduled to be mowed per cycle will not be reduced for wildflower areas not mowed if the area is less than one acre.

The number of acres scheduled to be mowed per cycle will not be reduced for saturated areas that cannot be mowed when the area is less than one acre.

When alternate methods to mow saturated areas are required by the Engineer, payment will be based on the actual work performed.

107-8 Basis of Payment.

107-8.1 Litter Removal: Payment will be full compensation for furnishing all equipment, materials, labor, disposal, and incidentals necessary to complete litter and debris removal. Landfill receipts may be required with invoice submittals.

107-8.2 Mowing: Payment will be full compensation for furnishing all equipment, materials, labor, and incidentals necessary to complete all mowing operations specified. Compensation will be the unit price per acre for mowing for the number of acres completed and accepted.

Payment will be made under:

Item No. E107 - 1-1 Litter Removal - per acre.
Item No. E107 - 2-1 Large Machine Mowing - per acre
Item No. E107 - 2-2 Slope Machine Mowing - per acre
Item No. E107 - 2-3 Intermediate Machine Mowing - per acre
Item No. E107 - 2-4 Small Machine Mowing - per acre
Item No. E107 - 2-5 Manual Weed Control

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

ROAD AND BRIDGE SWEEPING.

(REV 8-1-13) (FY 2025-26)

The following new Section is added after Section 110:

SECTION 110-31
ROAD AND BRIDGE SWEEPING

110-31.1 Description.

Provide routine mechanized road and/or bridge sweeping to clean and remove sand, soil, paper, glass, cans, grass clippings, and other debris. Areas to be swept include but are not limited to; curb and gutters, valley gutters, bridge decks and curbs, inside and outside highway interchange ramps (with paved shoulders greater than 12 inches), outside and median paved shoulders, gore areas, toll plazas (when applicable), bi-directional lanes, areas adjacent to barrier walls, areas adjacent to median-noses and splitter islands, areas on top of inlet grates and other designated sites as determined by the Engineer.

110-31.2 Frequency of Sweeping.

Mechanically sweep specified areas approximately **12** times. The total number of sweeping cycles within the contract period may be increased or decreased as determined by the Engineer to meet field conditions.

Complete each sweeping cycle within **(to be determined by the engineer)** calendar days after issuance of the work document. Complete each sweeping cycle in its entirety prior to the beginning of another cycle. In assessing liquidated damages, the calendar days established in this Section will be used for determining delinquency of progress for each sweeping cycle.

No sweeping operations will be performed between the hours of **(to be determined by the engineer)** and **(to be determined by the engineer)**.

Submit sweeping schedules to the Engineer for approval.

110-31.3 Safety.

Provide Maintenance of traffic in accordance with Section 102. The work vehicle (sweeping machine) will have an operating flashing beacon and the shadow vehicles will be equipped with an approved advance warning arrow panel, warning sign, and truck mounted attenuator (crash cushion system).

All sweeping will be accomplished with or in the same direction as the traffic, sweeping opposing the traffic will not be permitted.

The foregoing requirements are to be considered as minimum and the compliance will in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.

110-31.4 Equipment.

Furnish equipment of a type and quantity to perform the work satisfactorily within the time specified. The sweeping equipment will be capable of meeting the quality requirements of 110-31.8 in one pass and a maximum of two passes for areas determined unsatisfactory by the Engineer.

The mechanized road sweeper(s) will have a minimum capacity of four cubic yards.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

The Engineer or his representative prior to being placed into service will inspect all safety devices on the sweeping operation equipment. Any deficient safety devices will be corrected or replaced immediately and service will not begin until the deficiency is corrected.

Inspection and approval of the equipment by the Engineer will not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the Contractor's operations.

Equipment that damages pavement, curbs, or turf will not be allowed. Damages as a result of the operations will be repaired at no cost to the Department.

110-31.5 Dust Control Equipment.

The sweeping operation will not create excessive airborne dust or other particles, as determined by the Engineer. Equipment supplied with a functioning water spray system normal to the industry for dust control will satisfy this requirement.

110-31.6 Parked Vehicles.

Vehicles that are parked in the sweeping area are to be swept around. The area occupied by a parked vehicle will be considered as work accomplished.

110-31.7 Removal and Disposal of Debris.

Debris may be encountered that is larger than the mechanized sweeper can remove such as; tires, tire parts, hub caps, large stones, boxes, tree limbs, wood, cable, and other such materials. Remove all debris encountered using other means (hand or mechanized), regardless of the size.

Piles of soil may be encountered and vegetation that may require special removal methods during the sweeping operations. Furnish all labor, materials, and equipment required to accomplish removal of these built-up areas.

Stockpiling or disposal of debris on the Department's right-of-way shall not be permitted.

Provide areas for disposing of debris in accordance with all Federal, State, and Local Rules and Regulations in effect at the time of the disposal. Cost involved with the disposal of debris will be included in the contract unit price per mile of mechanized (mechanical) sweeping.

110-31.8 Quality.

Pick up and remove from the areas to be swept, any obstacle such as wood, tires, cans, etc. that can not be picked-up by the sweeper to include areas under guardrail on paved shoulders. Remove all items such as newspapers, magazines, large boxes, etc. that would be torn, ripped, or scattered by the sweeper and result in an objectionable appearance.

Completed work will be clean and free of all accumulated debris immediately after sweeping, as determined by the Engineer.

Areas determined unsatisfactory by the Engineer will be re-swept to the satisfaction of the Engineer within the time specified, at no additional cost to the Department.

110-31.9 Method of Measurement.

The quantities to be paid for under this Section will be the number of miles completed and accepted measured longitudinally to the travel lane to the nearest one hundredth of a mile.

A second unit of measurement will be required from the Contractor. The cubic yards of material picked up, will be reported to the inspector for each sweeping cycle completed. If the contract is for more than one county, the number of cubic yards picked up will be prorated by county based on the number of miles swept in each county.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

The width will be sufficient to cover the entire width of curb and gutters, valley gutters, bridge decks and curbs, inside and outside highway interchange ramps (with paved shoulders greater than 12 inches in width, outside and median paved shoulders, concrete barriers, gore areas, toll plazas (when applicable), and other designated sites. Areas requiring more than one sweeping pass to sufficiently remove the debris will not be compensated twice.

110-31.10 Basis of Payment.

Payment will be full compensation for furnishing all equipment, materials, labor, and incidentals necessary to complete all sweeping operations, including hand work, as specified. Compensation will be at the unit price per mile times the actual miles completed and accepted.

Payment will be made under the items specified in the Bid Price Proposal.

EDGING
(REV 7-12-19) (FY 2025-26)

The following new Section is added after Section 110:

SECTION 110-32
EDGING

110-32.1 Description.

Edge, sweep, remove and dispose of vegetation and debris from curb and gutter and sidewalk areas including, but not limited to, median island curbs, roadside curbs, gutters, the front and backside and joint areas of sidewalks, bike paths, curb inlets throats and other areas as designated by the Engineer.

110-32.2 Frequency

The Engineer will determine the total number of edging cycles and when to begin each cycle. All areas designated are to be edged approximately **6** times per year. Complete each cycle within **(to be determined by the engineer)** calendar days from the beginning of the cycle, weather permitting, as determined by the Engineer.

Quantities will be agreed upon prior to beginning work in any area in question.

110-32.3 Equipment.

Provide effective means to control dust from all edging operations, including removal and disposal of debris.

Use equipment for removal or transportation of debris or litter that prevents distribution or loss of debris or litter along the roadway.

Operate moving equipment in the same direction as the flow of traffic.

110-32.4 Method of Operation.

Do not begin work until authorized, in writing, by the Engineer. Develop a work pattern from the locations listed in the work document, unless the Engineer designates the priority of the work.

Docusign Envelope ID: 11C81134-8520-45E5-AC41-E0776990EF0A

The blade of the edger must produce a clear sharp cut. The trench resulting from the actions of the cutting blade must not exceed one inch in width from the edge of the surface being edged. Do not allow grass or weeds into the trench.

Sweep all debris (grass, weeds, soil, litter, etc.) from the curb and gutters, inlet throats and grates, sidewalk and sidewalk joints, and bike paths to produce a clean appearance. The use of blowers (away from traffic) **(to be determined by the engineer)** be allowed to remove the cuttings.

Uniformly cut and remove all vegetation extending over the curb, sidewalk, bike paths, or other designated area to the back edge of the curb, sidewalk, bike path, or other designated area, including sidewalk joints. Removal of vegetation includes grass, weeds, or bushes up to one inch in diameter that extend beyond the normal grassed areas onto the curb, sidewalk, bike paths, or other designated areas.

Remove and properly dispose of all debris produced by the edging, vegetation removal and sweeping operations from the job site daily. Do not stockpile or store debris on the right-of-way overnight. Dispose of all debris in accordance with Federal, State, and Local Rules and Regulations. Include the cost of vegetation removal, sweeping, and disposal of the debris, litter, soil and vegetation trimmings in the contract unit price for edging. Remove any debris that falls into any part of the storm water system at no additional compensation.

Conduct all edging activities during daylight hours only, unless otherwise specified in the contract documents or approved by the Engineer. The Engineer may approve nighttime operations upon request, at no additional compensation for nighttime traffic control. The Engineer may restrict the hours of operations based on peak traffic hours, local conditions, or special events. Complete all required edging operations within the limits worked by the conclusion of each workday. In areas where access is blocked by parked vehicles or other obstructions, return to the area(s) to complete the edging as necessary at no additional expense to the Department.

The quality and acceptance of work will be determined by the Engineer. Re-edge, including vegetation removal and sweeping, areas that are determined to be unacceptable at no additional cost to the Department.

Repair or replace damage to curbs, sidewalks, pavement, or turf due to negligence to the satisfaction of the Engineer at no additional compensation.

110-32.5 Method of Measurement.

Quantities to be paid will be the total number of miles of edging operations completed and accepted, including each pass for roadside, median island, inlet throats, curbs and gutters, bike paths and sidewalks. Areas that are maintained by others, or areas where the grass and/or weeds fail to grow sufficiently to justify performing this work may be omitted as determined by the Engineer.

110-32.6 Basis of Payment.

Price and payment will be full compensation for all the work specified in this Section and will include all equipment, labor, materials, and incidentals necessary to complete the work.

Payment will be made under:

E110- 32- 2- Edging - mile.