CITY COUNCIL AGENDA
120 LAISHLEY COURT, PUNTA GORDA, FLORIDA 33950
******AMENDED******
JULY 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

UTILITY ADVISORY BOARD
David Abderhalden, Board Chair
David Hooper, Board Member
Derek Rooney, Board Member
George Ruchti, Board Member
Gary Skillicorn, Board Member
Eric Gentry, Board Alternate

JOINT MEETING CALL TO ORDER
Roll Call

1. **PUBLIC INPUT**

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

2. **JOINT MEETING AGENDA**

   2.a Fiscal Year 2027-2031 Utilities Capital Improvements Program and Fiscal Year 2027 Utilities Operations Budget Status Update

JOINT MEETING ADJOURNMENT

CITY COUNCIL MEETING CALL TO ORDER
Roll Call
Invocation

Pledge of Allegiance
Announcements
Next City Council Meeting - August 26, 2026 at 9am, Regular City Council Meeting at Laishley Community Room

AGENDA APPROVAL

3. PROCLAMATIONS / PRESENTATIONS

3.a Florida Water Professionals Month

4. **PUBLIC INPUT**

4.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.

4.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.

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

5.a LEGISLATIVE: GA-04-2026 - An Ordinance of the City of Punta Gorda, Florida, amending Chapter 23, "Traffic", Article I, of the Punta Gorda Code of Ordinances to revise regulations governing the operation of golf carts on city streets and rights-of-way; amending Section 23-7, "Motorized Vehicles Prohibited on Tidal Creek Bridge on West Retta Esplanade; Exceptions"; amending Section 23-8, "Golf Carts Permitted on West Retta Esplanade"; and providing for conflicts, severability, codification, scrivener's errors, and an effective date. FIRST READING

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

6.a A resolution of the City Council of the City of Punta Gorda, Florida, establishing an Auditor Selection Committee; approving bylaws governing the Committee; and providing an effective date.

7. **CONSENT AGENDA**

7.a Lease of Unit #1112 of 117 Herald Court Center to SWFL Mahjong Boutique.

7.b Invoice of Leskovich Law Group, P.A. for legal services rendered through June 2026 in the amount of $6,450.00.

7.c Invoice of Allen, Norton & Blue, P.A. for legal services rendered on May 31, 2026 in the amount of $3,115.00.

8. REGULAR AGENDA

8.a Fiscal Year 2027 Budget Status Update for Sanitation Fund, Building Fund, and Gas Tax Funds

8.b Fiscal Year 2027 Budget Status Update for Marina, Special Use, and City Leased Real Estate Fund

8.c A resolution of the City Council of the City of Punta Gorda, Florida, adopting a proposed millage rate for the Fiscal Year 2026-2027; setting a date, time and place of public hearing to consider the adoption of the tentative millage rate and proposed budget; and providing an effective date.

8.d Agreement award to Johnson Engineering, LLC of Fort Myers, FL for a master agreement to plan, design, permit and construction services for improvements to the Booster Station and Water Mains.

8.e Award of Amendment #1 to Johnson Engineering, LLC of Fort Myers FL for watermain improvements and a preliminary design report for the booster facility improvements.

8.f Approval to piggyback the State of Florida Alternate Contract Source (ACS) / NASPO Value Point Contract No. 43220000-NASPO-19-ACS awarded to Juniper Network, Inc., utilizing authorized reseller PC Solutions & Integration, Inc., of Miami, Florida for network upgrades.

8.g Florida League of Cities Voting Delegate

9. **BOARDS / COMMITTEE**

9.a Announcement of Vacancies: Building Board (1 consumer advocate seat and 1 alternate)

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

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

10. **REPORTS FROM CITY OFFICERS**

10.a City Clerk

10.b City Manager

10.c City Attorney

11. **COUNCIL MEMBER COMMENTS**

12. PUBLIC INPUT

12.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
07/ 8/2026

JOINT MEETING AGENDA

Title:	Fiscal Year 2027-2031 Utilities Capital Improvements Program and Fiscal Year 2027 Utilities Operations Budget Status Update
Funds:	Utility Funds
Recommended Action:	Discussion with Utility Advisory Board and City Council to review budget and make any recommendations.
Summary:	Presentation of Fiscal Year 2027 through 2031 Utilities Capital Improvements Program and update on the Utilities Operations Fund budget status.
Department/Division:	Finance / City Manager

EXHIBITS:

1. Fiscal Year 2027 Budget Status Utilities CIP and Operations, Maintenance and Repairs Presentation
2. FY 2027-2031 Utilities Construction Summary and Project Details
3. FY 2027 Utilities Operations Budget information

FY 2027 Budget Status Update

Utilities Construction and OM&R Funds

Joint City Council/UAB Meeting

July 08, 2026

Punta Gorda

Utilities Construction Fund Proforma FY 2027 - 2031

	Proposed FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030	Proforma FY 2031
Transfer from Utilities OM&R	$ 8,755,305	$ 3,705,000	$ 5,620,000	$ 1,720,000	$ 1,720,000
Estimated Grants Septic to Sewer	0	2,750,000	0	0	0
Estimated Financing Septic to Sewer	1,000,000	10,286,400	0	0	0
Estimated Financing MPF, BPF, Forcemain	12,161,240	0	0	0	0
Estimated Financing WTP RO Expansion	0	0	0	0	0
Estimated Financing WTP Filtration	32,521,000	0	0	0	0
TOTAL REVENUES	**$ 54,437,545**	**$ 16,741,400**	**$ 5,620,000**	**$ 1,720,000**	**$ 1,720,000**
Water Treatment Plant Improvements	$ 38,021,000	$ 500,000	$ 800,000	$ 600,000	$ 600,000
Water Distribution System Improv	220,000	220,000	3,720,000	220,000	220,000
Wastewater Collection System Improv	900,000	900,000	900,000	900,000	900,000
Wastewater Treatment Plant Improv	13,796,545	2,085,000	200,000	0	-
Septic to Sewer Projects	1,000,000	13,036,400	0	0	0
Non-Departmental	500,000	0	0	0	0
TOTAL EXPENDITURES	**$ 54,437,545**	**$ 16,741,400**	**$ 5,620,000**	**$ 1,720,000**	**$ 1,720,000**

Utilities Construction Fund
Recurring $1.12M R&R Projects
(in thousands of dollars)

PROJECT IDENTIFICATION	TOTAL PROJECT COST	Prior Years' Funding	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
FUNDING SOURCE: Utilities Fund current revenue of $1.12M per policy for R&R Projects							
Water System Utility Relocation Misc. Projects	100	Annual	20	20	20	20	20
Watermain Renewal/Replacement Projects	500	Annual	100	100	100	100	100
Watermain Valve Projects	500	Annual	100	100	100	100	100
Wastewater Gravity Sewer Replacement Projects	750	Annual	150	150	150	150	150
Wastewater Lift Station Renewal/Replacement Projects	1,000	Annual	200	200	200	200	200
Wastewater Inflow Abatement - Rehabilitation Structures	1,000	Annual	200	200	200	200	200
Wastewater Force Main Renewal/Replacement Projects	1,750	Annual	350	350	350	350	350
R&R Projects Total	5,600	0	1,120	1,120	1,120	1,120	1,120

Punta Gorda

Utilities Construction Fund
Wastewater Projects
(in thousands of dollars)

PROJECT IDENTIFICATION	TOTAL PROJECT COST	Prior Years' Funding	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
FUNDING SOURCE: Utilities Fund current revenues and Reserves, Grants, Impact Fees, and Financing							
Administration							
Septic to Sewer (Areas 1)	19,836	5,800	1,000	13,036	0	0	0
Wastewater Projects							
Lift Station 30 Gravity Rehab	4,550	4,550	0	0	0	0	0
Wastewater Master Pump Facility upgrades & BPF Generator	17,997	6,100	11,897	0	0	0	0
Henry St 20" Force Main crossing I-75	2,040	2,040	0	0	0	0	0
Wastewater Nutrient Management Plan (Bio Solids) Land App	424	224	200	0	0	0	0
Wastewater Treatment Plant Improvement	78,200	78,200	0	0	0	0	0
Wastewater Treatment Plant Tank Coating	1,800	800	1,000	0	0	0	0
Wastewater Treatment Plant Permit Renewal (FDEP)	170	85	0	85	0	0	0
Wastewater Deep Injection Well Mechanical Integrity Test (MIT)	185	85	0	0	100	0	0
Wastewater Deep Injection Well Permit Renewal	185	85	0	0	100	0	0
Wastewater Pond Liner Replacement	2,400	1,700	700	0	0	0	0
Wastewater Treatment Plant AC Replacement	425	425	0	0	0	0	0
Wastewater Bio-solid processing	4,300	2,300	0	2,000	0	0	0
Wastewater Projects Total	132,512	102,394	14,797	15,121	200	0	0

Utilities Construction Fund
Water Projects

PROJECT IDENTIFICATION	TOTAL PROJECT COST	Prior Years' Funding	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
FUNDING SOURCE: Utilities Fund current revenues and Reserves, Grants, Impact Fees, and Financing							
Water Projects							
Utility Water & Wastewater Master Plan (NEW)	500	0	500	0	0	0	0
AMI Meter System Replacement	10,000	10,000	0	0	0	0	0
Seminole Gulf Railway Utilities Relocation	125	0	125	0	0	0	0
WTP - Hydrobiological Monitoring Plan (HBMP)	300	150	0	0	150	0	0
WTP - R.O Water Use Permit	200	200	0	0	0	0	0
WTP - Steel Building	200	200	0	0	0	0	0
WTP - Carbon Slurry System Replacement	2,300	2,300	0	0	0	0	0
WTP - Hendrickson Dam Inspection Program & maintenance	90	90	0	0	0	0	0
WTP - Well Remediation	4,684	2,184	500	500	500	500	500
WTP - Rehabilitation Surface Water	56,000	18,479	37,521	0	0	0	0
WTP - Alum Tank	1,300	1,300	0	0	0	0	0
WTO - Amonia	1,000	1,000	0	0	0	0	0
WTP - Burnt Store Rd Booster Station Pipe Riser Repair & Pun	3,970	3,970	0	0	0	0	0
WTP - RO Brine Disposal Well / Mechanical Integrity Test (MIT	300	150	0	0	150	0	0
WTP - RO Brine Disposal Well (DIW) Deep Injection Well Permit Re	285	85	0	0	0	100	100
WTP - Reverse Osmosis RO Expansion	56,000	56,000	0	0	0	0	0
WTP - RO Repair/Restoration of acid injection quill, static mixer, and acid feed piping system	1,100	1,100	0	0	0	0	0
Water - Solona Watermain Replacement Upgrade	3,500	0	0	0	3,500	0	0
Water - Bal Harbor Water Main Replacement	1,000	1,000	0	0	0	0	0
Water - Airport Road Water Main Replacement	1,000	1,000	0	0	0	0	0
Water - Via Tripoli Water Main Replacement	1,000	1,000	0	0	0	0	0
Water Projects Total	144,854	100,208	38,646	500	4,300	600	600
UTILITIES CONSTRUCTION FUND TOTAL	284,086	202,602	54,563	16,741	5,620	1,720	1,720

Utilities Operations Fund Proforma FY 2027 - 2031

	Proposed FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030	Proforma FY 2031
Operating Revenues	$ 30,618,180	$ 34,361,885	$ 38,571,220	$ 40,624,590	$ 42,781,400
Transfers from Water & WW Impacts	1,529,800	1,529,800	1,529,800	1,529,800	1,529,800
Increase in WW billings Septic to Sewer	0	152,000	170,240	178,750	187,685
Annual Assessments - Septic to Sewer	0	350,000	350,000	350,000	350,000
TOTAL REVENUES	**$ 32,147,980**	**$ 36,393,685**	**$ 40,621,260**	**$ 42,683,140**	**$ 44,848,885**
Operating Expenditures	$ 21,934,220	$ 22,838,525	$ 22,804,615	$ 23,834,735	$ 24,693,325
Renewal & Replacement of Infrastructure	1,120,000	1,120,000	1,120,000	1,120,000	1,120,000
Transfer to Utilities Construction	7,635,305	2,585,000	4,500,000	600,000	600,000
RO Debt Service	999,595	999,595	999,595	999,595	999,595
Transfer to SRF Fund-reserve incr(decr)	1,500,000	2,000,000	3,000,000	1,000,000	0
Est. new debt service WWTP Improvemen	1,750,225	3,500,450	3,500,450	3,500,450	3,500,450
Est. new debt service Septic to Sewer-Are	0	0	344,000	688,000	688,000
Est. new debt service AMI Equipment	0	1,223,135	1,223,135	1,223,135	1,223,135
Est. new debt service WTP RO Expansion	0	1,077,500	2,155,000	2,155,000	2,155,000
Est. new debt service MPF, BPF, FM	0	582,000	1,164,000	1,164,000	1,164,000
Est. new debt service WTP Filtration Reha	0	0	1,706,000	3,412,000	3,412,000
TOTAL EXPENDITURES	**$ 34,939,345**	**$ 35,926,205**	**$ 42,516,795**	**$ 39,696,915**	**$ 39,555,505**
Beg. Operating Reserve	$ 14,268,439	$ 11,477,074	$ 11,944,554	$ 10,049,019	$ 13,035,244
End. Operating Reserve	$ 11,477,074	$ 11,944,554	$ 10,049,019	$ 13,035,244	$ 18,328,624

Utilities Fund
FY 2027 – 2031 Proforma

Revenue Assumptions:

- Rate increases per Study: 12% through FY 2029, then 5% to fund debt service on significant CIP projects
- FY 2027-2031 est. 0.5% growth and averages to account for consumption changes due to rainfall and other factors
- Water and wastewater impact fees – can fluctuate widely; also included in the rate study.

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Utilities Fund
Impact Fee Revenue History

Fiscal Year	Water Impact Revenues	Wastewater Impact Revenues
2017	$1,361,272	$763,327
2018	$805,960	$793,219
2019	$727,546	$711,438
2020	$1,012,263	$1,001,756
2021	$437,334	$700,760
2022	$701,971	$1,319,455
2023	$154,848	$266,442
2024	$339,384	$594,141
2025	$660,050	$ 1,159,200
Projected 2026	$528,535	$555,815

Utilities Fund
FY 2027 – 2031 Proforma

Revenue Assumptions:

- FY 2027-2031 Water Impact transfer for partial debt service on RO project
- FY 2027-2031 Wastewater Impact transfer for partial debt service on WWTP improvement project
- FY 2028-2031 Estimated annual assessments and new wastewater revenue for Septic to Sewer project (Area 1)

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Utilities Fund
FY 2027 – 2031 Proforma

Expense Assumptions - Personnel:

- Personnel Estimates – 4% merit; health insurance est 8.5% incr; pension per actuary report spread over all funds; defined contribution pension per elections; workers comp insurance est 10%; FY 2028-2031 estimates: 4% merit, 6% health insurance; 5% pension; 10% workers comp insurance

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Utilities Fund
Personnel Updates

- Trainee position reallocated from WWTP to Admin Assistant for Fleet
- Water Distribution maintenance worker position changed to hydrant tech position
- This results in no changes to total position count

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Utilities Fund
FY 2027 – 2031 Proforma

Expense Assumptions - Operating:

- Estimates – FY 2027 per departmental request mostly flat; computer overhead flat and administration charges 3% incr-final will be determined when all budgets are completed; general liability insurances est 5%; FY 2028-2031 operating increases 3% except general liability insurance at 5%

- Items of note:
  - Additional Lobbyist requested, $75,000 per year
  - Electrical and fuel increases
  - Tank washing at WTP $137,000
  - Sludge Hauling increase additional $150,000 per year

Utilities Fund
FY 2027 – 2031 Proforma

Capital Outlay	TOTAL PROJECT COST	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Utilities Administration (1620):						
Replace 2008 Utility Vehicle 4x4 (6820)	40	0	40	0	0	0
Replace 2014 4-Door Sedan (6929)	30	0	30	0	0	0
Replace 2020 4-Door SUV (7835)	30	0	0	0	30	0
Water Treatment Plant (1621):						
Replace 2016 Tractor (5516)	90	90	0	0	0	0
Replace 2015 All Terrain Vehicle (6968)	13	13	0	0	0	0
Replace SCADA Servers (3)	10	10	0	0	0	0
Replace Air Compressors	20	20	0	0	0	0
Replace 2019 Pickup Truck (7786)	35	0	35	0	0	0
Replace 2017 Loader (7003)	73	0	73	0	0	0
Replace 2020 All Terrain Vehicle (7817)	20	0	20	0	0	0
Replace 2019 Pickup Truck W/ Crane Body (7825)	200	0	0	200	0	0
Pumps, Motors & VFD's	525	125	100	100	100	100

Utilities Fund
FY 2027 – 2031 Proforma

Capital Outlay	TOTAL PROJECT COST	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Water Distribution (1626):						
Replace 2015 Mini Excavator Track (6951)	55	55	0	0	0	0
Replace 2014 14ft Dual Axle Dump Trailer W/ Back Doors (6948)	14	14	0	0	0	0
Replace 2006 1 Ton, Crew Cab Pickup 4x4 Utility Bed Diesel (5518)	99	99	0	0	0	0
Replace 2016 3/4 Ton Van (6985)	55	55	0	0	0	0
Replace 1987 Trailer (2347)	15	15	0	0	0	0
Replace 2006 Excavator (5495)	100	100	0	0	0	0
Replace 2017 Mini Excavator W/ Tracks & Claw Finger (6996)	55	0	55	0	0	0
Replace 2017 Trailer (6997)	8	0	8	0	0	0
Replace 2014 3/4 Ton Regular Cab, 4x4 Pickup Truck (6925)	55	0	55	0	0	0
Replace 2014 3/4 Ton, Regular Cab Utility Bed, 4x4 (6931)	70	0	70	0	0	0
Replace 2018 Front Loader (7020)	230	0		0	230	0
Wastewater Collection (1622):						
Replace 2006 Excavator (5495)	100	100	0	0	0	0
Replace 2008 3/4 ton Diesel utility body Pickup Truck (6824)	95	95	0	0	0	0
Replace 2013 Low Profile Dump Trailer (6909)	12	12	0	0	0	0
Replace 2000 Suction Pump on Trailer (6845)	130	0	130	0	0	0
Replace 2018 Pickup with Crane (7795)	150	0	150	0	0	0
Replace 2024 Peterbilt Chassis/Aquatech Body (7905)	0	0	0	0	0	0
Replace 2017 1/2 Ton Pickup Truck Super Cab (6991)	45	0	0	0	45	0
Replace 2019 1 1/2 ton Service truck W/ Crane (7820)	0	0	0	0	0	0
Wastewater Treatment Plant (1625):						
Pumps, Motors, Mixers, Blowers, Effluent Pumps	650	250	100	100	100	100
ReplaceTrailer	10	10	0	0	0	0
Unspecified Equipment Needs	1,066	0	411	50	150	455

Utilities Fund
FY 2027 – 2031 Proforma

Expense Assumptions - Other:

- Continued use of current revenue and operating reserves to fund 5 year CIP
- Estimated Debt Service on Wastewater Treatment Plant improvement – State Revolving Funds (SRF)
- Estimated Debt Service for Water Treatment Plant Filtration project – SRF financing
- Estimated Debt Service for RO expansion – SRF grant, SRF financing, and Bank financing
- Estimated Debt Service for AMI equipment – Bank financing

Utilities Fund
FY 2027 – 2031 Proforma

Expense Assumptions - Other:

- Estimated Debt Service for MPF, BPF, LS30 and forcemain project – SRF grant, SRF financing, and Bank financing
- Estimated Debt Service for Septic to Sewer – Bank financing
- Assumes increase required for SRF loan reserves for SRF financings

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Utilities Fund
FY 2027 – 2031 Proforma

Reserve Assumptions:

- Maintain minimum $3.1 million op. reserve (Policy should be raised)

- Maintain $1.5 million R&R capital reserve (previously established for bonded debt covenant)

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Utilities Fund Considerations

- Volatility of water and wastewater revenues – rainfall, drought conditions, watering restrictions, economic conditions, etc.
- Uncertainty of economic forecasts and continued increases in some commodities such as chemicals
- Consultant to explore alternative financing for all projected financed projects (i.e. SRF, bonds, or bank financing)
- Legislative change regarding surcharge for unincorporated county customers; to be addressed by legal and consultant would help incorporate into updated rate schedules
- Continue to pursue grant opportunities

Utilities Fund Considerations

- Assumptions of financing Septic to Sewer projects dependent on estimated grant revenues of 25%, 20 year assessments on all lots in each area, new billing revenues for occupied lots, use of wastewater impact fees, and debt service ratios that may be required by financing entity
- Continue to pursue opportunities with Charlotte County to add these areas to their master plan for possible road and drainage funding to be contributed to project
- Timing of Septic to Sewer projects and cost estimate increases that should be expected as the data has not been updated in several years

Utilities Fund

Discussion

City of Punta Gorda, Fl
Utilities Construction Fund
Proforma Schedule of Revenues and Expenses
FY 2023 through FY 2030

Projects	Actual FY 2024	Actual FY 2025	Budget FY 2026	Projected FY 2026	Proposed FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030	Proforma FY 2031
GRANT-FDEP (lift station generators and SCADA)		$ 683,276	$ 0	$ 435,072	$ 0	$ 0	$ 0	$ 0	$ 0
GRANT-FDEP (Septic to Sewer Engineering)	14,716	0	0	5,485,284	0	0	0	0	0
GRANT - SRF loan forgiveness WWTP	0	10,305,509	0	9,517,809	0	0	0	0	0
GRANT RO & Wells Proj SRF 50% loan forgiveness	0	0	0	17,569,584	0	0	0	0	0
GRANT MPF, BPF, LS30 Upgrade SRF 50% loan for	0	0	0	5,140,000	0	0	0	0	0
UTILITIES O M & R	8,090,000	(2,130,000)	10,355,000	3,425,000	8,755,306	3,705,000	5,620,000	1,720,000	1,720,000
MISCELLANEOUS REVENUE	524	532	0	0	0	0	0	0	0
TEMP. INTRAFUND CASH TRANSFER	10,400,000	(10,400,000)	0	0	0	0	0	0	0
Estimated Grants for S2S (25%)	0	0	0	0	0	2,750,000	0	0	0
Financing S2S-repay w/assessments & util. rev	0	0	0	0	1,000,000	10,286,400	0	0	0
Financing of WWTP Plant SRF Loan/Grant	339,233	46,244,671	0	5,784,778	0	0	0	0	0
Financing of RO & Wells Proj SRF 50% loan 0% int	0	0	26,000,000	17,569,585	0	0	0	0	0
Financing of MPF, BPF, LS30 Upgrade SRF 50% loa	0	0	0	5,140,000	0	0	0	0	0
Financing of Water Plant Filtration -SRF	0	0	11,521,000	0	0	0	0	0	0
Financing AMI Equipment - SRF	0	0	10,000,000	0	0	0	0	0	0
Financing of MPF, BPF, LS30 Upgrade non SRF	0	0	0	0	12,161,240	0	0	0	0
Financing of Water Plant Filtration - non SRF	0	0	0	15,521,000	32,521,000	0	0	0	0
Financing of RO & Well Proj - non SRF	0	0	0	20,860,831	0	0	0	0	0
Financing AMI Equipment - non SRF	0	0	0	10,000,000	0	0	0	0	0
Beginning Reserves	14,628,685	(5,770,830)	0	21,197,895	0	0	0	0	0
Total Revenues	$33,473,158	$38,933,158	$46,355,000	$ 137,646,838	$ 54,437,546	$16,741,400	$ 5,620,000	$ 1,720,000	$ 1,720,000
Expenses									
RESERVE FOR CONTINGENCIES	$ 0	$ 0	$ 0	$ 909,038	$ 0	$ 0	$ 0	$ 0	$ 0
PROFESSIONAL SERVICES GIS	0	0	0	161,884	0	0	0	0	0
Water & WW Master Plan Update	0	0	0	0	500,000	0	0	0	0
Security Measures	44,377	0	0	0	0	0	0	0	0
Septic to Sewer (Grant)	14,716	0	0	5,485,284	0	0	0	0	0
Septic to Sewer (Areas 1)	0	0	0	101,990	1,000,000	13,036,400	0	0	0
Chapter 17 Update	0	57,680	0	22,840	0	0	0	0	0
2024 Water Supply Plan	214,325	23,291	0	0	0	0	0	0	0
RO Water Use Permit	0	0	200,000	200,000	0	0	0	0	0
Mechanical Integrity Testing	0	0	0	150,000	0	0	150,000	0	0
Hydro Biological Monitoring Plan	0	72,364	0	0	0	0	150,000	0	0
WTP- RO Deep Inj Well Permit Renewal	0	0	85,000	85,000	0	0	0	100,000	100,000
Dam Inspection Program & Mgt	0	0	0	90,186	0	0	0	0	0
WTP Carbon Silo	0	0	2,000,000	2,300,000	0	0	0	0	0
RO-WEL Well Field Constr	709,575	411,463	500,000	500,000	500,000	500,000	500,000	500,000	500,000
RO Water Use Permit	42,383	107,078	0	7,320	0	0	0	0	0
WTP RO Acid Inject Quill	36,944	168,058	0	1,112,192	0	0	0	0	0
WTP RO Expansion	0	0	26,000,000	56,000,000	0	0	0	0	0
WTP Steel Building	0	0	200,000	200,000	0	0	0	0	0
WTP - Filter Evaluation and Rehabilitation	0	0	11,521,000	18,479,285	37,521,000	0	0	0	0
WTP Ammonia Conversion	134,795	12,620	0	860,202	0	0	0	0	0
Alum Storage Tanks - Replacement	120,848	8,660	0	908,195	0	0	0	0	0
Burnt Store Rd Booster Station	59,598	133,000	0	3,777,402	0	0	0	0	0
Wtr & WW Master Plan Update	31,765	0	0	0	0	0	0	0	0
2023 Water Audit	0	33,560	0	0	0	0	0	0	0
AMI Study	0	95,000	0	65,880	0	0	0	0	0
AMI-Automated Reading System	0	4,700	10,000,000	10,012,698	0	0	0	0	0
Unspecified Misc Utility Relocation	0	0	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Unspecified Water Main Upgrades	0	0	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Bal Harbor Water Main	0	0	0	1,000,000	0	0	0	0	0
Watermain Valve Installations	46,281	24,868	100,000	175,132	100,000	100,000	100,000	100,000	100,000
Airport Road Water Main	0	0	0	1,000,000	0	0	0	0	0
Taylor Rd 10" Water Main Replace/Upr	896,080	0	0	0	0	0	0	0	0
Solona Watermain Replacement/Upr	0	0	0	0	0	0	3,500,000	0	0
Via Tripoli Water Main Replacement	0	0	0	1,000,000	0	0	0	0	0
WWC Oper & Maint Manual	45,190	0	0	0	0	0	0	0	0
Unspecified Gravity Sewer Replacements	0	0	150,000	150,000	150,000	150,000	150,000	150,000	150,000
Gravity Sewer Repl Heral Ct Alley	0	0	0	340,000	0	0	0	0	0
Gravity Sewer Olympia	0	359,146	0	0	0	0	0	0	0
Gravity Sewer - Adrian St		17,028	0	0	0	0	0	0	0
Gravity Sewer Rplc @LS4 Alley	2,040	0	0	0	0	0	0	0	0
Lift Sta 30 Gravity Sewer Rehab	0	0	1,350,000	4,549,918	0	0	0	0	0
Utility Relocate US41 NB	0	113,681	0	20,319	0	0	0	0	0
Unspecified LS Renewal/Replacement	0	0	200,000	200,000	200,000	200,000	200,000	200,000	200,000
Pump Repair & Replace	135,764	74,667	0	0	0	0	0	0	0
City Costs on HA012 proj	0	21,302	0	88,698	0	0	0	0	0
Lift Station #40 Rehab	0	5,327	0	9,673	0	0	0	0	0
Lift Station #64 Rehab	140,896	0	0	0	0	0	0	0	0
Unident.Inflow Abatement-Rehab Structures	0	0	200,000	200,000	200,000	200,000	200,000	200,000	200,000
Inflow Abatement - WW Inf	0	0	0	17,000	0	0	0	0	0
Lift Station #64 Rehab	0	12,720	0	0	0	0	0	0	0
Manhole Coating Proj	0	86,151	0	0	0	0	0	0	0
Unspecified force main Renewal/Replace	0	0	350,000	457,854	350,000	350,000	350,000	350,000	350,000
Air Release Valve R&R	0	33,359	0	0	0	0	0	0	0
Henry St 20" FM crossing at I75	0	6,224	0	2,033,776	0	0	0	0	0
Riverside Dr Force Main	0	1,585,922	0	0	0	0	0	0	0
Henry St 14" Force Main Replacment	2,368,280	50,058	0	0	0	0	0	0	0
MPF Force Main	17,995		0	0	0	0	0	0	0
Lift Station Generators/SCADA (Grant)	0	683,276	0	435,072	0	0	0	0	0
WWTP Permit Renewal (FDEP)	0		0	0	0	85,000	0	0	0
Deep Injection Well Mechanical Integrity Test	0	73,082	0	0	0	0	100,000	0	0
Permit Renewal Deep Injection Well	0		0	0	0	0	100,000	0	0
WWTP Building Repairs	0	47,402	0	377,598	0	0	0	0	0
Scada Improvements - WWTP	0	0	0	71,712	0	0	0	0	0
WWP Tank Coating (2 MPF & 2 BPF)	0	200,880	0	599,120	1,000,000	0	0	0	0
Permit Renewal Deep Injection Well	0	96,725	0	12,520	200,000	0	0	0	0
Wastewater Nutrient Management Plan (Bio Solids)	161,732	4,574	0	0	0	0	0	0	0
WWTP Bio-Solids Off-site disposal	0	0	2,000,000	2,300,000	0	2,000,000	0	0	0
WWTP Permit Renewal (FDEP)	57,115	53,522	0	1,383	0	0	0	0	0
WWTP Expansion	33,963,289	23,352,650	0	13,362,891	0	0	0	0	0
WW MPF and GeneratorUpgrade	0	105,224	2,200,000	5,994,776	11,896,546	0	0	0	0
WW HOLDING POND REHABILITATION	0	0	700,000	1,700,000	700,000	0	0	0	0
Total Expenses	$39,243,988	$28,135,262	$57,876,000	$ 137,646,838	$ 54,437,546	$16,741,400	$ 5,620,000	$ 1,720,000	$ 1,720,000

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	Y-T-D ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
UTILITIES CONSTRUCTION								
411-0000-331.32-51	EPA GRANT	0	10,305,509	0	9,517,809	1,659,818	32,227,393	0
*	FEDERAL GRANT	0	10,305,509	0	9,517,809	1,659,818	32,227,393	0
411-0000-334.35-10	DEPT ENVIRONMENTAL PROTEC	14,716	683,276	0	5,920,356	0	5,920,356	0
*	STATE GRANT	14,716	683,276	0	5,920,356	0	5,920,356	0
**	INTERGOVERNMENTAL REVENUE	14,716	10,988,785	0	15,438,165	1,659,818	38,147,749	0
411-0000-369.90-00	MISCELLANEOUS REVENUE	524	532	0	0	0	0	0
*	OTHER MISC REVENUES	524	532	0	0	0	0	0
**	MISCELLANEOUS REVENUE	524	532	0	0	0	0	0
411-0000-381.26-00	UTILITIES O M & R	8,429,233	2,130,000-	10,355,000	10,355,000	5,177,500	3,425,000	8,755,306
	TRANSFER FOR CASH RELATED AND PORTIONS OF CASH FUNDED PROJECTS			8,755,306				
				8,755,306				
*	TRANSFER FROM OTHER FUNDS	8,429,233	2,130,000-	10,355,000	10,355,000	5,177,500	3,425,000	8,755,306
411-0000-384.10-01	LINE OF CREDIT	0	0	0	34,000,000	0	46,381,831	45,682,240
	FINANCING FOR S2S, WTP FILTRATION, AND NON SRF FOR LS30, MPF, BPF, FORCEMAIN PROJECTS			45,682,240				
				45,682,240				
411-0000-384.11-01	OTHER FINANCING	0	46,244,671	47,521,000	53,305,778	2,047,622	28,494,363	0
*	DEBT PROCEEDS	0	46,244,671	47,521,000	87,305,778	2,047,622	74,876,194	45,682,240
411-0000-389.90-01	PROJ CARRYOVER-BEGINNING	0	0	0	17,535,535	0	17,535,535	0
411-0000-389.90-02	PRIOR YEAR ENCUMBRANCES	0	0	0	3,662,360	0	3,662,360	0
*	BEGINNING RESERVES	0	0	0	21,197,895	0	21,197,895	0
**	OTHER REVENUE SOURCES	8,429,233	44,114,671	57,876,000	18,858,673	7,225,122	99,499,089	54,437,546

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	Y-T-D ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
***	UTILITIES CONSTRUCTION	8,444,473	55,103,988	57,876,000	34,296,838	8,884,940	137,646,838	54,437,546
		8,444,473	55,103,988	57,876,000	34,296,838	8,884,940	137,646,838	54,437,546

BUDGET FY 2027 BUDEXPCM PAGE 1
EXPENSES 07/01/26 16:26:14

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
UTILITIES CONSTRUCTION								
411-0000-536.31-00	PROFESSIONAL SERVICES	0	0	0	161,884	0	161,884	500,000
	WWWMPU			500,000				
				500,000				
*	OPERATING EXPENSES	0	0	0	161,884	0	161,884	500,000
411-0000-536.90-01	RESERVE FOR CONTINGENCIES	0	0	0	909,038	0	909,038	0
*	CONTINGENCIES	0	0	0	909,038	0	909,038	0
411-0000-581.91-26	UTILITIES O M & R	5,111,541	7,764,349	0	0	0	0	0
*	TRANSFERS	5,111,541	7,764,349	0	0	0	0	0
**	UTILITIES CONSTRUCTION	5,111,541	7,764,349	0	1,070,922	0	1,070,922	500,000
***	UTILITIES CONSTRUCTION	5,111,541	7,764,349	0	1,070,922	0	1,070,922	500,000
UTILITIES CONSTRUCTION								
WTP EXPANSION								
411-8422-533.31-14	ENGINEER CONSULTING	0	0	285,000	457,840	123,129	457,840	0
*	OPERATING EXPENSES	0	0	285,000	457,840	123,129	457,840	0
411-8422-533.63-04	WTP CARBON SILO	0	0	2,000,000	2,300,000	0	2,300,000	0
411-8422-533.63-30	HENDRICKSON DAM IMPROVEMT	0	0	0	90,186	76,185	90,186	0
411-8422-533.65-02	MOD/EXPAND WATER PLANT	0	0	38,221,000	77,767,194	2,755,228	78,067,194	38,021,000
	RO-WEL			500,000				
	WTP-EV			37,521,000				
				38,021,000				
411-8422-533.65-06	ELEVATED TANK	0	0	0	3,777,402	0	3,777,402	0
*	CAPITAL OUTLAY	0	0	40,221,000	83,934,782	2,831,413	84,234,782	38,021,000
**	WTP EXPANSION	0	0	40,506,000	84,392,622	2,954,542	84,692,622	38,021,000
WATER DISTRIB SYS R & R								

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
411-8423-533.31-14	ENGINEER CONSULTING	0	0	0	65,880	65,880	65,880	0
*	OPERATING EXPENSES	0	0	0	65,880	65,880	65,880	0
411-8423-533.63-09	MISC UTILITY RELOCATION	0	0	20,000	125,000	0	20,000	20,000
	TBD			20,000				
				20,000				
411-8423-533.63-21	WATER MAIN UPGRADES	0	0	200,000	3,495,132	58,412	3,275,132	200,000
	TBD WATER MAINS			100,000				
	TBD WATER VALVES			100,000				
				200,000				
411-8423-533.64-03	EQUIPMENT	0	0	10,000,000	10,012,698	0	10,012,698	0
*	CAPITAL OUTLAY	0	0	10,220,000	13,632,830	58,412	13,307,830	220,000
**	WATER DISTRIB SYS R & R	0	0	10,220,000	13,698,710	124,292	13,373,710	220,000
***	UTILITIES CONSTRUCTION	0	0	50,726,000	98,091,332	3,078,834	98,066,332	38,241,000
	UTILITIES CONSTRUCTION							
	WASTEWATER COLLECT SYSTEM							
411-8536-535.63-28	GRAVITY SEWER REPLACEMENT	0	0	1,500,000	3,710,237	5,032	5,060,237	150,000
	TBD GRAVITY SEWER			150,000				
				150,000				
411-8536-535.63-29	LIFT STATION PROJECTS	0	0	200,000	569,371	171,221	298,371	200,000
	TBD LIFT STATIONS			200,000				
				200,000				
411-8536-535.63-56	WW COLLECTION SYS IMPROVE	0	0	200,000	217,000	84,105	217,000	200,000
	TBD INFLOW ABATEMENT			200,000				
				200,000				
411-8536-535.63-67	FORCE MAIN PROJECTS	0	0	350,000	2,195,630	205,462	2,491,630	350,000

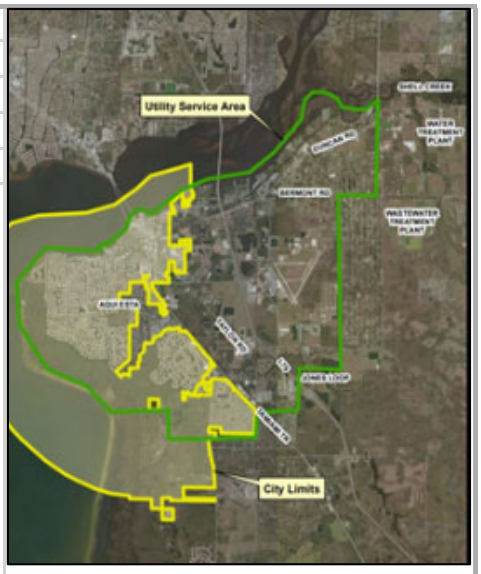
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	TBD FORCE MAINS			350,000				
				350,000				
411-8536-535.64-04	GRANT EQUIPEMENT	0	0	0	435,072	131,632	435,072	0
411-8536-535.65-03	SEWER LINES	0	0	0	5,587,274	2,984,132	5,587,274	1,000,000
	S2S AREA 1			1,000,000				
				1,000,000				
*	CAPITAL OUTLAY	0	0	2,250,000	12,714,584	3,581,584	14,089,584	1,900,000
**	WASTEWATER COLLECT SYSTEM	0	0	2,250,000	12,714,584	3,581,584	14,089,584	1,900,000
***	UTILITIES CONSTRUCTION	0	0	2,250,000	12,714,584	3,581,584	14,089,584	1,900,000
UTILITIES CONSTRUCTION								
WASTEWTR TRT PLANT EXPANS								
411-8711-535.62-10	SEWER PLANT	0	0	0	377,598	0	377,598	0
411-8711-535.63-31	WWTP IMPROVEMENTS	0	0	2,000,000	16,347,626	13,969,823	16,347,626	1,200,000
	WWP-TC			1,000,000				
	DWPERM			200,000				
				1,200,000				
411-8711-535.63-33	MASTER PUMP STATION UPGRA	0	0	2,200,000	3,994,776	756,681	5,994,776	11,896,546
	MPF, BPF, FORCEMAIN PROJECT			11,896,546				
				11,896,546				
411-8711-535.63-43	WW HOLDING POND REHABILTN	0	0	700,000	1,700,000	0	1,700,000	700,000
	WWPOND			700,000				
				700,000				
*	CAPITAL OUTLAY	0	0	4,900,000	22,420,000	14,726,504	24,420,000	13,796,546
**	WASTEWTR TRT PLANT EXPANS	0	0	4,900,000	22,420,000	14,726,504	24,420,000	13,796,546

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
***	UTILITIES CONSTRUCTION	0	0	4,900,000	22,420,000	14,726,504	24,420,000	13,796,546
****	UTILITIES CONSTRUCTION	5,111,541	7,764,349	57,876,000	34,296,838	21,386,922	137,646,838	54,437,546
		5,111,541	7,764,349	57,876,000	34,296,838	21,386,922	137,646,838	54,437,546

UTILITIES
CAPITAL IMPROVEMENTS PROGRAM
FY 2027 - FY 2031
(All figures in thousands of dollars)

PROJECT IDENTIFICATION	TOTAL PROJECT COST	Prior Years' Funding	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
FUNDING SOURCE: Utilities Fund current revenue of $1.12M per policy for R&R Projects							
Water System Utility Relocation Misc. Projects	120	Annual	20	20	20	20	20
Watermain Renewal/Replacement Projects	600	Annual	100	100	100	100	100
Watermain Valve Projects	600	Annual	100	100	100	100	100
Wastewater Gravity Sewer Replacement Projects	900	Annual	150	150	150	150	150
Wastewater Lift Station Renewal/Replacement Projects	1,200	Annual	200	200	200	200	200
Wastewater Inflow Abatement - Rehabilitation Structures	1,200	Annual	200	200	200	200	200
Wastewater Force Main Renewal/Replacement Projects	2,100	Annual	350	350	350	350	350
R&R Projects Total	6,720	0	1,120	1,120	1,120	1,120	1,120
FUNDING SOURCE: Utilities Fund current revenues and Reserves, Grants, Impact Fees, and Financing							
Administration							
Septic to Sewer (Areas 1)	19,836	5,800	1,000	13,036	0	0	0
Wastewater Projects							
Lift Station 30 Gravity Rehab	4,550	4,550	0	0	0	0	0
Wastewater Master Pump Facility upgrades & BPF Generator	17,997	6,100	11,897	0	0	0	0
Henry St 20" Force Main crossing I-75	2,040	2,040	0	0	0	0	0
Wastewater Nutrient Management Plan (Bio Solids) Land App	424	224	200	0	0	0	0
Wastewater Treatment Plant Improvement	78,200	78,200	0	0	0	0	0
Wastewater Treatment Plant Tank Coating	1,800	800	1,000	0	0	0	0
Wastewater Treatment Plant Permit Renewal (FDEP)	170	85	0	85	0	0	0
Wastewater Deep Injection Well Mechanical Integrity Test (MIT)	185	85	0	0	100	0	0
Wastewater Deep Injection Well Permit Renewal	185	85	0	0	100	0	0
Wastewater Pond Liner Replacement	2,400	1,700	700	0	0	0	0
Wastewater Treatment Plant AC Replacement	425	425	0	0	0	0	0
Wastewater Bio-solid processing	4,300	2,300	0	2,000	0	0	0
Wastewater Projects Total	132,512	102,394	14,797	15,121	200	0	0
Water Projects							
Utility Water & Wastewater Master Plan (NEW)	500	0	500	0	0	0	0
AMI Meter System Replacement	10,000	10,000	0	0	0	0	0
Seminole Gulf Railway Utilities Relocation	125	0	125	0	0	0	0
WTP - Hydrobiological Monitoring Plan (HBMP)	300	150	0	0	150	0	0
WTP - R.O Water Use Permit	200	200	0	0	0	0	0
WTP - Steel Building	200	200	0	0	0	0	0
WTP - Carbon Slurry System Replacement	2,300	2,300	0	0	0	0	0
WTP - Hendrickson Dam Inspection Program & maintenance	90	90	0	0	0	0	0
WTP - Well Remediation	4,684	2,184	500	500	500	500	500
WTP - Rehabilitation Surface Water	56,000	18,479	37,521	0	0	0	0
WTP - Alum Tank	1,300	1,300	0	0	0	0	0
WTO - Amonia	1,000	1,000	0	0	0	0	0
WTP - Burnt Store Rd Booster Station Pipe Riser Repair & Pumps	3,970	3,970	0	0	0	0	0
WTP - RO Brine Disposal Well / Mechanical Integrity Test (MIT)	300	150	0	0	150	0	0
WTP - RO Brine Disposal Well (DIW) Deep Injection Well Permit Renewa	285	85	0	0	0	100	100
WTP - Reverse Osmosis RO Expansion	56,000	56,000	0	0	0	0	0
WTP - RO Repair/Restoration of acid injection quill, static mixer, and acid feed piping system	1,100	1,100	0	0	0	0	0
Water - Solona Watermain Replacement Upgrade	3,500	0	0	0	3,500	0	0
Water - Bal Harbor Water Main Replacement	1,000	1,000	0	0	0	0	0
Water - Airport Road Water Main Replacement	1,000	1,000	0	0	0	0	0
Water - Via Tripoli Water Main Replacement	1,000	1,000	0	0	0	0	0
Water Projects Total	144,854	100,208	38,646	500	4,300	600	600
UTILITIES CONSTRUCTION FUND TOTAL	284,086	202,602	54,563	16,741	5,620	1,720	1,720

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	Utility Relocation Project To Be Determined
Project Code:	TBD
Account #:	411-8423-533-63-09
Description/ Justification:	FY 2027 – 2031 Annual funds are programmed to facilitate the relocation of water and wastewater lines in response to non-programmed projects or work performed by external agencies, including the Florida Department of Transportation (FDOT), Charlotte County Public Works, and Punta Gorda Public Works. FDOT typically schedules roadway improvements within a five-year CIP, alongside various non-programmed projects. Similarly, Charlotte County and Punta Gorda Public Works carry out non-programmed projects as needed. The funds allocated in TBD are designated for such unforeseen projects. As specific projects are identified, a project code and associated costs will be established to ensure proper tracking and financial management. These funds are essential to accommodate infrastructure adjustments required for public works and transportation improvements conducted by these agencies.
Priority:	Infrastructure Sustainability, ,
Goal:	Apply best management practices and systems in infrastructure maintenance ,
Community Impact:	Quality of life and safety



Financial Information

5 Year Plan	Total	Prior Spent to Date	Prior Remaining Budget	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Project Costs								
Design/ Engineering	$20,000	$0	$0	$4,000	$4,000	$4,000	$4,000	$4,000
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$80,000	$0	$0	$16,000	$16,000	$16,000	$16,000	$16,000
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$100,000	$0	$0	$20,000	$20,000	$20,000	$20,000	$20,000
Funding Sources								
Local - UF	$100,000	$0	$0	$20,000	$20,000	$20,000	$20,000	$20,000
Total	$100,000	$0	$0	$20,000	$20,000	$20,000	$20,000	$20,000
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	Water Main Renewal/Replacement Project To Be determined
Project Code:	TBD
Account #:	411-8423-533-63-21
Description/ Justification:	FY 2026 – 2031 This funding provides for the renewal and replacement of existing water mains on an as-needed basis. Because the end of service life for underground infrastructure cannot be predicted with certainty, this budget allows for flexibility in addressing unexpected failures, recurring main breaks, or coordination with Public Works projects. Projects are identified annually by operations staff based on system condition, break history, and immediate service needs. In some cases, funding may be used to proactively replace segments of main to reduce the cost and disruption of repeated emergency repairs. Once a specific project is identified, a project code is assigned and funds are transferred from the TBD allocation. Unused funds are released at the end of each fiscal year. Major capital water main projects are programmed and budgeted separately. This approach ensures the City can respond promptly to infrastructure issues while maintaining service levels and minimizing risk.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



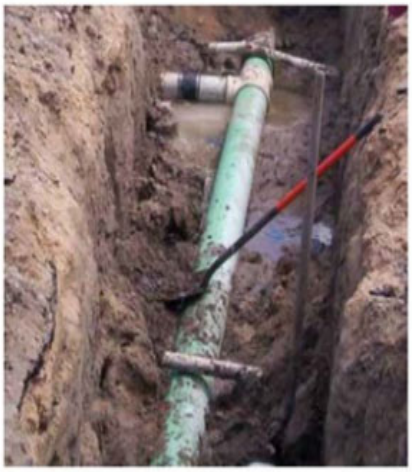
Financial Information								
5 Year Plan	**Total**	**Prior Spent to Date**	**Prior Remaining Budget**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**
Project Costs								
Design/ Engineering	$220,000	$0	$20,000	$40,000	$40,000	$40,000	$40,000	$40,000
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$300,000	$0	$0	$60,000	$60,000	$60,000	$60,000	$60,000
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$520,000	$0	$20,000	$100,000	$100,000	$100,000	$100,000	$100,000
Funding Sources								
Local - UF	$520,000	$0	$20,000	$100,000	$100,000	$100,000	$100,000	$100,000
Total	$520,000	$0	$20,000	$100,000	$100,000	$100,000	$100,000	$100,000
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	Water Main Valve Installation
Project Code:	WMVALV
Account #:	411-8423-533-63-21
Description/ Justification:	FY 2026 – 2031 This project involves installing EZ (Insert-a-Valve) valves on existing water mains to improve the City's ability to isolate specific areas during water main breaks or repairs. Currently, emergency shutoffs can affect a large number of customers due to limited valve access. Strategic installation of new valves will allow for localized shutdowns, minimizing service disruption and improving operational response times. Each valve will be cataloged by location and size for efficient asset management and future maintenance planning. This proactive investment supports system reliability, customer service continuity, and improved emergency preparedness.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



Financial Information								
5 Year Plan	**Total**	**Prior Spent to Date**	**Prior Remaining Budget**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**
Project Costs								
Design/ Engineering	$175,132	$0	$175,132	$0	$0	$0	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$500,000	$0	$0	$100,000	$100,000	$100,000	$100,000	$100,000
Total	$675,132	$0	$175,132	$100,000	$100,000	$100,000	$100,000	$100,000
Funding Sources								
Local - UF	$675,132	$0	$175,132	$100,000	$100,000	$100,000	$100,000	$100,000
Total	$675,132	$0	$175,132	$100,000	$100,000	$100,000	$100,000	$100,000
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	Gravity Sewer renewal/Replacement Project TBD
Project Code:	TBD
Account #:	411-8536-535-63-28
Description/ Justification:	FY 2027 – 2031 Funds allocated in TBD are designated for the renewal and replacement of existing gravity sewer lines, as well as the restoration of asphalt pavement impacted by sewer line replacement. Older clay pipe gravity sewer lines, which are prone to stormwater infiltration, are prioritized for replacement with durable PVC pipe. These sewer relocations are coordinated with Public Works' resurfacing and paving projects to optimize resources and minimize disruption. The renewal and replacement of gravity sewer lines are essential for maintaining system capacity and preventing stormwater infiltration, which is commonly caused by deteriorating clay pipes. Public Works projects, often related to street reconstructions, provide an opportunity to address these sewer upgrades simultaneously. As specific projects are identified, a project code will be assigned, and funds will be transferred from TBD to the designated project.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



Financial Information								
5 Year Plan	**Total**	**Prior Spent to Date**	**Prior Remaining Budget**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**
Project Costs								
Design/ Engineering	$150,000	$0	$0	$30,000	$30,000	$30,000	$30,000	$30,000
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$715,000	$0	$115,000	$120,000	$120,000	$120,000	$120,000	$120,000
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$865,000	$0	$115,000	$150,000	$150,000	$150,000	$150,000	$150,000
Funding Sources								
Local - UF	$865,000	$0	$115,000	$150,000	$150,000	$150,000	$150,000	$150,000
Total	$865,000	$0	$115,000	$150,000	$150,000	$150,000	$150,000	$150,000
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

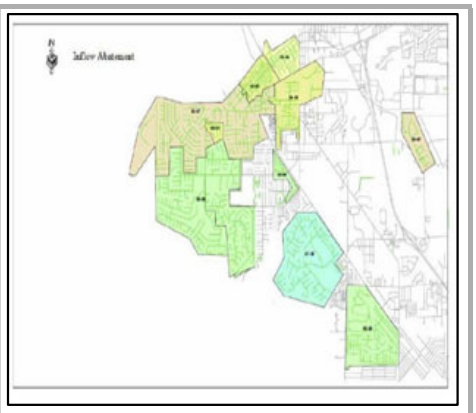
Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	Lift Station Renewal/Replacement Project To Be Determined
Project Code:	TBD
Account #:	411-8536-535-63-29
Description/ Justification:	FY 2027 – 2031 Annual project funds are allocated for the design and construction of wastewater lift station rehabilitation or improvements on an as-needed basis to maintain reliable service. The City operates 118 lift stations, and this funding supports upgrades that enhance wastewater transmission capacity as identified in the Wastewater Master Plan or other supporting studies. Projects may arise from immediate service needs, recurring equipment failures, or the need to improve system efficiency. While staff typically perform component-level replacements with available funding, full rehabilitation or replacement of individual lift stations requires additional resources. As specific needs are identified, a project code will be assigned and funds will be transferred from TBD to the active project to ensure timely execution and continued system reliability.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Infrastructure Sustainability



Financial Information

5 Year Plan	Total	Prior Spent to Date	Prior Remaining Budget	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Project Costs								
Design/ Engineering	$200,000	$0	$0	$40,000	$40,000	$40,000	$40,000	$40,000
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$800,000	$0	$0	$160,000	$160,000	$160,000	$160,000	$160,000
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$1,000,000	$0	$0	$200,000	$200,000	$200,000	$200,000	$200,000
Funding Sources								
Local - UF	$1,000,000	$0	$0	$200,000	$200,000	$200,000	$200,000	$200,000
Total	$1,000,000	$0	$0	$200,000	$200,000	$200,000	$200,000	$200,000
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	Inflow Abatement Rehab Structures To Be Determined
Project Code:	TBD
Account #:	411-8536-535-63-56
Description/ Justification:	FY 2026 – 2031 Annual funds are programmed for the rehabilitation and replacement of various components of the City's wastewater collection system, including interior coating of manholes and wet wells, installation of manhole inflow protectors, smoke testing, and the grouting and lining of sewer lines. These activities are essential to implementing strategies that reduce stormwater infiltration into the sanitary sewer system. Ongoing inspection and renewal efforts help minimize infiltration and inflow (I&I), correct system defects, preserve conveyance capacity, and reduce the risk of wet weather overflows. Rehabilitation work extends the useful life of infrastructure, delaying the need for costly replacements. As specific projects are identified, a project code will be created and funds will be transferred from TBD to support targeted improvements across the City's service area.
Priority:	Infrastructure Sustainability
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



Financial Information

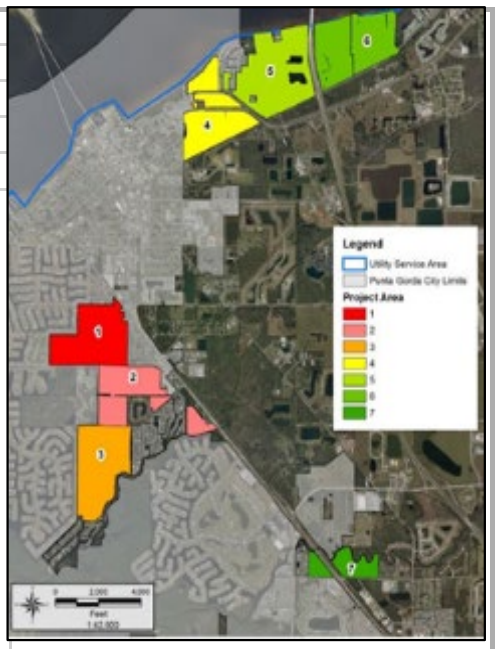
5 Year Plan	Total	Prior Spent to Date	Prior Remaining Budget	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Project Costs								
Design/ Engineering	$201,000	$0	$1,000	$40,000	$40,000	$40,000	$40,000	$40,000
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$960,000	$0	$160,000	$160,000	$160,000	$160,000	$160,000	$160,000
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$1,161,000	$0	$161,000	$200,000	$200,000	$200,000	$200,000	$200,000
Funding Sources								
Local - UF	$1,161,000	$0	$161,000	$200,000	$200,000	$200,000	$200,000	$200,000
Total	$1,161,000	$0	$161,000	$200,000	$200,000	$200,000	$200,000	$200,000
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	Force Main Renewal/Replacement Project To Be Determined
Project Code:	TBD
Account #:	411-8536-535-63-67
Description/ Justification:	FY 2027 – 2031 Annual funds are programmed to address immediate needs identified by operating staff, including the replacement of existing Ductile Iron Pipe (DIP) with PVC pipe. These projects are essential for maintaining the integrity and reliability of the City's utility infrastructure. Rehabilitation and improvements are required due to the end of service life of certain facilities, as well as necessary adjustments to accommodate system growth or other capital projects. Force main breaks are unpredictable, making timely replacement and upgrades critical to minimizing service disruptions and ensuring continued operational efficiency. Once a project is identified, a project code will be created, and funds will be transferred from TBD to the active project for execution.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



Financial Information								
5 Year Plan	**Total**	**Prior Spent to Date**	**Prior Remaining Budget**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**
Project Costs								
Design/ Engineering	$350,000	$0	$0	$70,000	$70,000	$70,000	$70,000	$70,000
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$1,536,854	$0	$136,854	$280,000	$280,000	$280,000	$280,000	$280,000
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$1,886,854	$0	$136,854	$350,000	$350,000	$350,000	$350,000	$350,000
Funding Sources								
Local - UF	$1,886,854	$0	$136,854	$350,000	$350,000	$350,000	$350,000	$350,000
Total	$1,886,854	$0	$136,854	$350,000	$350,000	$350,000	$350,000	$350,000
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	Septic to Sewer (Area 1)
Project Code:	S2SA1 / S2S674
Account #:	411-8536-535-65-03
Description/ Justification:	FY 2027 - 2028 This project is part of the ongoing implementation of the Septic to Sewer Master Plan, completed by Jones Edmunds in June 2018. A possible funding plan for the gravity sewer system was developed, and a Preliminary Design Report (PDR) for Area 1 was issued in FY21 to evaluate alternative sewer systems and provide a PDR for the preferred solution. FY 2024 - 2026 The City received Funds from the Florida Department of Environmental Protection (DEP) for a $5 million grant to cover engineering services. FY 2027-2028 Construction is scheduled for FY28, with the total estimated project cost breakdown as follows: $11,028,000 for the collection system and $3,008,400 for the transmission system. This project will require financing, with an anticipated 25% of the collection system costs being covered by grant revenue.
Priority:	Infrastructure Sustainability
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



Financial Information

5 Year Plan	Total	Prior Spent to Date	Prior Remaining Budget	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Project Costs								
Design/ Engineering	$5,800,000	$0	$5,800,000	$0	$0	$0	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$14,036,400	$0	$0	$1,000,000	$13,036,400	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$19,836,400	$0	$5,800,000	$1,000,000	$13,036,400	$0	$0	$0
Funding Sources								
Unfunded	$300,000	$0	$300,000	$0	$0	$0	$0	$0
Local - RF	$11,286,400	$0	$0	$1,000,000	$10,286,400	$0	$0	$0
State - G	$8,250,000	$0	$5,500,000	$0	$2,750,000	$0	$0	$0
Total	$19,836,400	$0	$5,800,000	$1,000,000	$13,036,400	$0	$0	$0
Impacts on Operations (negative entry indicates operating reduction)								
Assessments	$804,000	$0	$0	$0	$0	$268,000	$268,000	$268,000
WW Impacts	$246,000	$0	$0	$0	$0	$82,000	$82,000	$82,000
WW Revenues	$500,990	$0	$0	$0	$0	$152,000	$170,240	$178,750
Other	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	Lift Station 30 Gravity Rehab
Project Code:	LS30GS
Account #:	411-8536-535-63-28
Description/ Justification:	FY 2026 - FY 2027 Lift Station 30 and the associated sanitary sewer system—located north of Aqui Esta Drive, west of Vasco Street, and south of Baynard Drive—require rehabilitation to address aging infrastructure and reduce inflow and infiltration (I&I). The project includes replacing deteriorated vitrified clay pipe (VCP) sewer mains with modern, durable materials; rehabilitating 24 manholes to restore watertight integrity; and upgrading the lift station to improve capacity and operational efficiency, particularly during storm events. Additionally, 28 service connections will be inspected and repaired or replaced as needed to mitigate I&I at the source.This investment will enhance system reliability, reduce maintenance costs, and support compliance with regulatory requirements. The City received financing for several projects for a total of $10,280,000 from the state thru the SRF program. All three projects are being funded 50% with a grant (Loan forgivness of $5,140,000), and 50% no interest loan ($5,140,000). This specific Project will utilize $2,274,959 of grant portion, and $2,274,959 of the loan repayment, and $82 previously spent will come from the Utilities Construction fund.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



Financial Information

5 Year Plan	Total	Prior Spent to Date	Prior Remaining Budget	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Project Costs								
Design/ Engineering	$370,000	$82	$369,918	$0	$0	$0	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$4,180,000	$0	$4,180,000	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$4,550,000	$82	$4,549,918	$0	$0	$0	$0	$0
Funding Sources								
Fund - UF	$82	$82	$0	$0	$0	$0	$0	$0
State - RF	$2,274,959	$0	$2,274,959	$0	$0	$0	$0	$0
State - G	$2,274,959	$0	$2,274,959	$0	$0	$0	$0	$0
Total	$4,550,000	$82	$4,549,918	$0	$0	$0	$0	$0
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

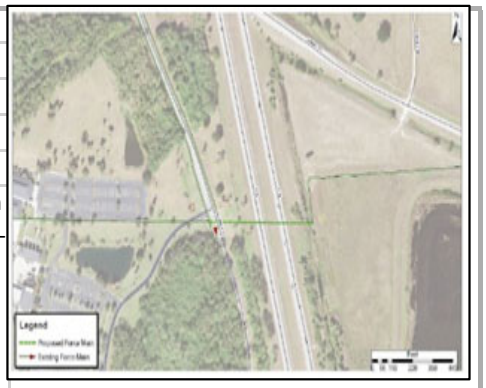
Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	Wastewater Master Pumping Facility and Booster Pumping Facility Upgrades
Project Code:	MPFUPG (combined with WWGEN)
Account #:	411-8711-535-63-33
Description/ Justification:	FY 2026 - 2027 This project involves the replacement of three wastewater pumps, piping, the electrical center, emergency generator, variable frequency drives (VFDs), and motor controls at the Master Pumping Facility (MPF) located at 900 Henry Street. The current equipment, installed in 2000, has reached the end of its service life and requires replacement. The upgraded pumps and controls will improve reliability and performance. In response to multiple Sanitary Sewer Overflow (SSO) events during the 2024 hurricane season, the project scope has been expanded to include a full condition assessment, hydraulic modeling, and capacity evaluation to address increased demand and system vulnerabilities. This expanded scope has led to higher design and engineering costs to ensure the facility can meet current and future peak flow conditions. At the Wastewater Booster Pump Facility (BPF), located at 4300 Henry Street, the existing generator will be replaced and upsized to ensure adequate support for the station's three 250 HP pumps (6,700 GPM each). This upgrade will improve operational resiliency during severe weather and power outages. Completion of these upgrades is a critical mitigation step in response to the SSO Warning Letter issued by the Florida Department of Environmental Protection (FDEP). These improvements are essential to reducing the risk of SSOs and enhancing the overall resiliency of the wastewater system. The City received financing for several projects for a total of $10,280,000 from the state thru the SRF program. All three projects are being funded 50% with a grant (Loan forgivness of $5,140,000), and 50% no interest loan ($5,140,000). This specific utilities SA-HMW/ SRF Loans with SA-HMW Loan/Grants for full funding.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



Financial Information

5 Year Plan	Total	Prior Spent to Date	Prior Remaining Budget	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Project Costs								
Design/ Engineering	$3,362,000	$365,000	$1,197,000	$1,800,000	$0	$0	$0	$0
Construction	$12,396,546	$0	$2,300,000	$10,096,546	$0	$0	$0	$0
Equipment	$2,497,776	$0	$2,497,776	$0	$0	$0	$0	$0
Total	$18,256,322	$365,000	$5,994,776	$11,896,546	$0	$0	$0	$0
Funding Sources								
Fund - UF	$365,000	$365,000	$0	$0	$0	$0	$0	$0
State - RF	$2,865,041	$0	$2,865,041	$0	$0	$0	$0	$0
State - G	$2,865,041	$0	$2,865,041	$0	$0	$0	$0	$0
Local - RF	$12,161,240	$0	$264,694	$11,896,546	$0	$0	$0	$0
Total	$18,256,322	$365,000	$5,994,776	$11,896,546	$0	$0	$0	$0
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	Henry Street 20" Force Main Replacement Crossing at I-75
Project Code:	I75RFM
Account #:	411-8536-535-63-67
Description/ Justification:	This project involves the replacement of approximately 400-500 feet of 18-inch Ductile Iron Pipe (DIP) wastewater force main that crosses under I-75 with a 20-inch HDPE (High-Density Polyethylene) force main. The original force main, constructed in 1981 as part of the initial I-75 construction, is of unknown condition and is now in need of replacement. Upgrading to a larger, more durable HDPE pipe will enhance the reliability and longevity of the force main, reduce the risk of failures, and improve overall system performance. HDPE offers superior flexibility, corrosion resistance, and durability compared to traditional materials like PVC, making it an ideal choice for installation beneath major roadways like I-75. This replacement will also help accommodate future flow demands and minimize the potential for costly maintenance in the future.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



Financial Information								
5 Year Plan	**Total**	**Prior Spent to Date**	**Prior Remaining Budget**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**
Project Costs								
Design/ Engineering	$408,000	$54,000	$354,000	$0	$0	$0	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$1,632,000	$0	$1,632,000	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$2,040,000	$54,000	$1,986,000	$0	$0	$0	$0	$0
Funding Sources								
Fund - UF	$2,040,000	$54,000	$1,986,000	$0	$0	$0	$0	$0
Total	$2,040,000	$54,000	$1,986,000	$0	$0	$0	$0	$0
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	Wastewater Treatment Plant (Biosolids) Land Application
Project Code:	LANDAP
Account #:	411-8711-535-63-31
Description/ Justification:	FY2027 Funds are requested for engineering services to prepare the necessary permit application materials to renew the DEP permit FLA804746, which authorizes the land application of biosolids at the City's Wastewater Treatment Plant (WWTP). The current permit is set to expire on June 19, 2028, and timely renewal is essential to maintain compliance with state regulations. The City's WWTP operates a 447-acre Class B Biosolids Land Application site, which has been in operation since 1984. The current permit requires annual reporting as outlined in the Nutrient Management Plan, with funding for annual reporting provided under utility operations. The requested funds will ensure that the permit renewal process is completed efficiently, securing the continued use of the land application site for biosolids management.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



Financial Information								
5 Year Plan	**Total**	**Prior Spent to Date**	**Prior Remaining Budget**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**
Project Costs								
Design/ Engineering	$424,000	$217,000	$7,000	$200,000	$0	$0	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$424,000	$217,000	$7,000	$200,000	$0	$0	$0	$0
Funding Sources								
Fund - UF	$424,000	$217,000	$7,000	$200,000	$0	$0	$0	$0
Total	$424,000	$217,000	$7,000	$200,000	$0	$0	$0	$0
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	Wastewater Treatment Plant Tank Coating
Project Code:	WWP-TC
Account #:	411-8711-535-63-31
Description/ Justification:	FY 2027 This project involves the replacement of the interior coating system in the wastewater equalization tank at the Master Pumping Facility. There are a total of four equalization tanks in the system—two at the Master Pumping Facility and two at the Booster Pumping Facility. Coating replacement is performed on a rotational schedule every five years, based on the condition of each tank. This periodic maintenance is essential to prevent corrosion, ensure the structural integrity of the tanks, and maintain effective operation of the wastewater treatment system. The coating replacement will extend the lifespan of the tanks, improve their efficiency, and help prevent costly repairs due to corrosion-related issues. This work is a critical component of the ongoing maintenance program to sustain the long-term functionality of the wastewater facilities.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



Financial Information

5 Year Plan	Total	Prior Spent to Date	Prior Remaining Budget	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Project Costs								
Design/ Engineering	$0	$0	$0	$0	$0	$0	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$1,800,000	$200,000	$600,000	$0	$1,000,000	$0	$0	$0
Total	$1,800,000	$200,000	$600,000	$0	$1,000,000	$0	$0	$0
Funding Sources								
Unfunded	$1,800,000	$200,000	$600,000	$0	$1,000,000	$0	$0	$0
Total	$1,800,000	$200,000	$600,000	$0	$1,000,000	$0	$0	$0
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	Wastewater Treatment Plant Operating Permit Renewal (FDEP)
Project Code:	WWPERM
Account #:	411-8711-535-31-14
Description/ Justification:	FY 2028 The City of Punta Gorda's Wastewater Treatment Facility operates under Florida Department of Environmental Protection (FDEP) Permit No. FLA118371, in accordance with Chapter 403, Florida Statutes. This permit is valid for five years, with the current term running from September 22, 2024, through September 21, 2029. FDEP requires submittal of a permit renewal application and associated fees at least 180 days prior to expiration. This project will provide engineering services to assist the City in preparing and submitting the necessary application materials to ensure timely renewal and continued compliance with FDEP regulations.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



Wastewater Treatment Plant Facility



Financial Information								
5 Year Plan	**Total**	**Prior Spent to Date**	**Prior Remaining Budget**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**
Project Costs								
Design/ Engineering	$185,000	$54,000	$31,000	$0	$100,000	$0	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$185,000	$54,000	$31,000	$0	$100,000	$0	$0	$0
Funding Sources								
Unfunded	$185,000	$54,000	$31,000	$0	$100,000	$0	$0	$0
Total	$185,000	$54,000	$31,000	$0	$100,000	$0	$0	$0
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	Wastewater Treatment Plant - Deep Injection Well Mechanical Integrity Testing (MIT)
Project Code:	DWMIT
Account #:	411-8711-535-31-14
Description/ Justification:	FY 2029 The WWTP effluent disposal well is regulated by an Underground Injection Well (UIC) permit. The permit is issued in 5 year intervals. This project will perform Mechanical Integrity Testing (MIT) for the required period. MIT is required by UIC permit on or before May 27, 2030, prior to DIW permit renewal.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



Financial Information

5 Year Plan	Total	Prior Spent to Date	Prior Remaining Budget	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Project Costs								
Design/ Engineering	$185,000	$73,000	$12,000	$0	$0	$100,000	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$185,000	$73,000	$12,000	$0	$0	$100,000	$0	$0
Funding Sources								
Fund - UF	$185,000	$73,000	$12,000	$0	$0	$100,000	$0	$0
Total	$185,000	$73,000	$12,000	$0	$0	$100,000	$0	$0
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

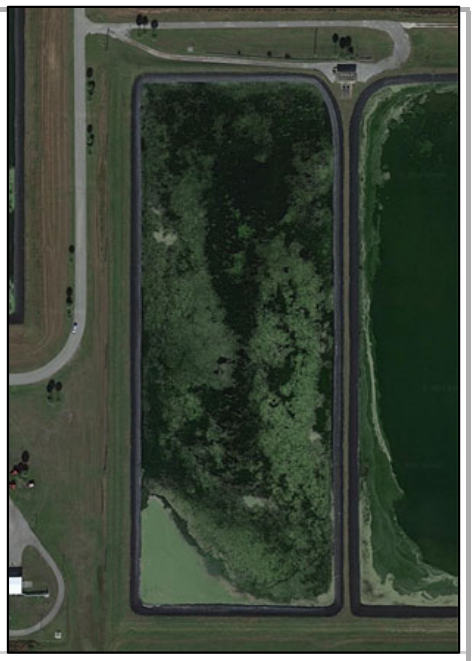
Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	Wastewater Treatment Plant - Deep Injection Well Permit Renewal (FDEP)
Project Code:	DWPERM
Account #:	411-8711-535-31-14
Description/ Justification:	FY 2029 Funds are requested for engineering services to prepare permit application materials required for the renewal of the Wastewater Treatment Plant's Deep Injection Well (DIW) permit, regulated under the Florida Department of Environmental Protection's (FDEP) Underground Injection Control (UIC) program. The current UIC/DIW permit was issued on January 7, 2021, and renewal is required prior to its expiration on January 7, 2030. Timely renewal of this permit is essential to ensure uninterrupted operation of the DIW, which is a critical component of the WWTP's effluent disposal system. The requested funding will support the technical documentation, regulatory coordination, and submittals necessary to comply with FDEP requirements and maintain long-term wastewater system reliability.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



Financial Information

5 Year Plan	Total	Prior Spent to Date	Prior Remaining Budget	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Project Costs								
Design/ Engineering	$209,245	$97,000	$12,245	$0	$0	$100,000	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$209,245	$97,000	$12,245	$0	$0	$100,000	$0	$0
Funding Sources								
Fund - UF	$209,245	$97,000	$12,245	$0	$0	$100,000	$0	$0
Total	$209,245	$97,000	$12,245	$0	$0	$100,000	$0	$0
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	Wastewater Treatment Plant Pond Liner Replacement
Project Code:	WWPOND
Account #:	411-8711-535-63-43
Description/ Justification:	FY 2024 - 2027 This project funds the repair or replacement of the interior liners of the three lined ponds at the Wastewater Treatment Plant, which are used for temporary storage of wastewater effluent during peak flow periods. Regular inspections are conducted to assess the condition of the liners, and when excessive wear or damage is identified, timely repairs or replacements are necessary to maintain the integrity of the storage system. Maintaining these liners is crucial to preventing leakage, ensuring the ponds' continued effective operation, and protecting the surrounding environment. By addressing liner issues promptly, the City can avoid costly repairs and maintain compliance with regulatory standards.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



Financial Information

5 Year Plan	Total	Prior Spent to Date	Prior Remaining Budget	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Project Costs								
Design/ Engineering	$0	$0	$0	$0	$0	$0	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$2,400,000	$0	$1,700,000	$700,000	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$2,400,000	$0	$1,700,000	$700,000	$0	$0	$0	$0
Funding Sources								
Local - UF	$2,400,000	$0	$1,700,000	$700,000	$0	$0	$0	$0
Total	$2,400,000	$0	$1,700,000	$700,000	$0	$0	$0	$0
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	Wastewater Treatment Plant Air Condititionng
Project Code:	WWBUIL
Account #:	411-8711-535-62-10
Description/ Justification:	The existing air conditioning unit at the Wastewater Treatment Plant has reached the end of its useful service life and is no longer operating efficiently. Continued operation of outdated HVAC equipment poses risks to temperature-sensitive instrumentation, electrical control systems, and staff comfort. Replacing the unit will improve energy efficiency, reduce maintenance costs, and ensure reliable climate control in critical facility areas. Funding is required to support the purchase and installation of a new HVAC system to maintain operational integrity.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



Financial Information

5 Year Plan	Total	Prior Spent to Date	Prior Remaining Budget	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Project Costs								
Design/ Engineering	$425,000	$425,000	$0	$0	$0	$0	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$425,000	$425,000	$0	$0	$0	$0	$0	$0
Funding Sources								
Local - UF	$425,000	$425,000	$0	$0	$0	$0	$0	$0
Total	$425,000	$425,000	$0	$0	$0	$0	$0	$0
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	Wastewater Treatment Plant Bio-Solids Off-Site Disposal
Project Code:	OS-DIS
Account #:	411-8711-535-63-31
Description/ Justification:	FY 2026 - 2028 In response to the revised bio-solids regulations outlined in FAC 62-640, which were updated on June 21, 2021, the City submitted an application to renew the land application permit to the Florida Department of Environmental Protection (DEP) in December 2023. However, DEP has indicated significant challenges in approving the land application permit. This project aims to identify and implement a cost-effective method for de-watering and disposing of bio-solids off-site, in compliance with new regulatory requirements. The project will include the development of a preliminary design report, final plans, permitting, and the construction of drying and handling facilities to manage bio-solids effectively. This upgrade is essential to ensure continued compliance with DEP regulations while mitigating risks associated with the potential denial of the land application permit.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



Financial Information								
5 Year Plan	**Total**	**Prior Spent to Date**	**Prior Remaining Budget**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**
Project Costs								
Design/ Engineering	$300,000	$58,000	$242,000	$0	$0	$0	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$4,000,000	$0	$2,000,000	$0	$2,000,000	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$4,300,000	$58,000	$2,242,000	$0	$2,000,000	$0	$0	$0
Funding Sources								
Local - UF	$4,300,000	$58,000	$2,242,000	$0	$2,000,000	$0	$0	$0
Total	$4,300,000	$58,000	$2,242,000	$0	$2,000,000	$0	$0	$0
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	Utility Water and Wastewater Master Plan (NEW)
Project Code:	UTMAST
Account #:	411-000-536-31-14
Description/ Justification:	FY 2027 The Water and Sewer Master Plan will use conventional utility planning methods to model the existing water and wastewater facilities operations and capacity. This will help guide the department and aid in long term budgeting.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Provide planning and budgeting for future water and wastewater improvements



Financial Information

5 Year Plan	Total	Prior Spent to Date	Prior Remaining Budget	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Project Costs								
Design/ Engineering	$500,000	$0	$0	$500,000	$0	$0	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$500,000	$0	$0	$500,000	$0	$0	$0	$0
Funding Sources								
Local - UF	$500,000	$0	$0	$500,000	$0	$0	$0	$0
Total	$500,000	$0	$0	$500,000	$0	$0	$0	$0
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	AMI Meter System Replacement
Project Code:	AMIMTR
Account #:	411-8423-533-31-14/ 411-8423-533-64-03
Description/ Justification:	FY 2026 The existing AMI water meter system is suffering critical failures, with more than 80% of the meters not reporting back. This is causing significant loss in revenue and contributing to the high usage, billing issues, and loss of consumer confidence. Upon completion of the AMI Study and recommendation, all existing water meters may be replaced with new water meters.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Improve AMI water meter reliability, restore consumer confidence, and ensure fiscal sustainability through better billing accuracy and efficient water management.



Financial Information

5 Year Plan	Total	Prior Spent to Date	Prior Remaining Budget	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Project Costs								
Design/ Engineering	$0	$0	$0	$0	$0	$0	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$10,017,398	$4,700	$10,012,698	$0	$0	$0	$0	$0
Total	$10,017,398	$4,700	$10,012,698	$0	$0	$0	$0	$0
Funding Sources								
Unfunded	$10,017,398	$0	$10,012,698	$0	$0	$0	$0	$0
Total	$10,017,398	$0	$10,012,698	$0	$0	$0	$0	$0
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	Seminole Gulf Railway Utility Relocations
Project Code:	SEMRXR
Account #:	411-8423-533-63-09
Description/ Justification:	The City water main and force main pipes crossing Seminole Gulf railway right of way in two street alignments, Elizabeth Street, and Martin Luther King Blvd. The pipe crossings are governed by a permit and easement agreement betweeen the City and SGRW. SGRW has informed the City three existing pipe crossings do not meet the requirements of the agreements. The City and SGRW are in agreement to relocate the three pipes and abandon and remove the pipes identified as not meeting the requirements. The pipe and locations are as shown. ItemSteert AlignmentPipe 1. Elizabeth Street 6 inch AC water main 2. Elizabeth Street 10 inch CI water main 3. MLK Blvd. 8 inch AC force main The pipe replacement project will install new HDPE piping placed by directional bore with in-kind size connections to each end to place the new pipe in service. Old pipe shall be removed and site conditions restored. All work in SGRW right of way will be under the supervision of SGRW on-site personnel.
Priority:	Infrastructure Sustainability, ,
Goal:	Apply best management practices and systems in infrastructure maintenance ,
Community Impact:	Quality of Place

Financial Information

5 Year Plan	Total	Prior Spent to Date	Prior Remaining Budget	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Project Costs								
Design/ Engineering	$25,000	$0	$0	$25,000	$0	$0	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$100,000	$0	$0	$100,000	$0	$0	$0	$0
Total	$125,000	$0	$0	$125,000	$0	$0	$0	$0
Funding Sources								
Unfunded	$125,000	$0	$0	$125,000	$0	$0	$0	$0
Total	$125,000	$0	$0	$125,000	$0	$0	$0	$0
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	Water Treatment Plant - Hydro Biological Monitoring Plan (HBMP)
Project Code:	WPHBMP
Account #:	411-8422-533-31-14
Description/ Justification:	FY 2029 The City's Water Use Permit (WUP) from the Southwest Florida Water Management District (SWFWMD) authorizes the withdrawal of source water from Shell Creek. As part of compliance, the City must conduct monthly water quality sampling and testing under a Hydrobiological Monitoring Plan (HBMP) to document biological conditions and ensure permitted use meets regulatory standards. A technical summary report is required every five years. The last report was completed in 2025, with the next due in FY 2030. Costs for the report are budgeted on a recurring five-year cycle.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



Financial Information								
5 Year Plan	**Total**	**Prior Spent to Date**	**Prior Remaining Budget**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**
Project Costs								
Design/ Engineering	$222,364	$72,364	$0	$0	$0	$150,000	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$222,364	$72,364	$0	$0	$0	$150,000	$0	$0
Funding Sources								
Local - UF	$222,364	$72,364	$0	$0	$0	$150,000	$0	$0
Total	$222,364	$72,364	$0	$0	$0	$150,000	$0	$0
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	Water Treatment Plant Water Use Permit (SWFWMD)
Project Code:	RO-WUP
Account #:	411-8422-533-31-14
Description/ Justification:	FY 2026 This project will support the review and renewal of the SWFWMD 20-year Water Use Permit (WUP), which is due for renewal in 2026. The project will involve creating a comprehensive data review of permitting requirements and dates, ensuring compliance with WUP conditions, and maintaining the associated groundwater model. Additionally, the project will fund ongoing management of the Well Field Management Plan, which includes monthly meetings and annual summary reports to meet WUP permit requirements. The Well Field Management Plan ensures that groundwater resources are managed sustainably and in accordance with regulatory requirements. This activity is part of the ongoing utility operations and ensures that the City remains in compliance with state water use regulations, supporting reliable water supply management for current and future needs.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



Financial Information

5 Year Plan	Total	Prior Spent to Date	Prior Remaining Budget	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Project Costs								
Design/ Engineering	$200,000	$0	$200,000	$0	$0	$0	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$200,000	$0	$200,000	$0	$0	$0	$0	$0
Funding Sources								
Local - UF	$200,000	$0	$200,000	$0	$0	$0	$0	$0
Total	$200,000	$0	$200,000	$0	$0	$0	$0	$0
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	WTP Steel Building
Project Code:	WPBUIL
Account #:	411-8422-533-65-02
Description/ Justification:	FY 2026 This project involves the construction of a 26' x 100' x 18' steel building with four garage door openings and two walk-thru doors to provide additional storage space for parts and equipment. The need for this facility has arisen due to the expansion of operations with two active plants, which has resulted in inadequate storage capacity for essential equipment and supplies. The new storage building will help streamline operations, improve inventory management, and ensure the efficient availability of parts and equipment across both plants. This additional storage space is crucial for maintaining smooth operations, reducing downtime, and enhancing the overall efficiency of plant maintenance and operations.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



Financial Information

5 Year Plan	Total	Prior Spent to Date	Prior Remaining Budget	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Project Costs								
Design/ Engineering	$200,000	$0	$200,000	$0	$0	$0	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$200,000	$0	$200,000	$0	$0	$0	$0	$0
Funding Sources								
Local - UF	$200,000	$0	$200,000	$0	$0	$0	$0	$0
Total	$200,000	$0	$200,000	$0	$0	$0	$0	$0
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	Water Treatment Plant - Carbon Slurry System Replacement
Project Code:	CARBON
Account #:	411-8422-533-63-04
Description/ Justification:	FY 2026 The City proposes the design and construction of a replacement for the existing Carbon Silo Tank used for storing and feeding Powder Activated Carbon (PAC). The current system has become inefficient and prone to maintenance issues, impacting the overall water treatment process. The new tank will provide an improved method of storing and feeding PAC, enhancing system performance, reducing downtime, and lowering long-term maintenance costs. This upgrade is essential for maintaining water quality, meeting regulatory standards, and ensuring reliable operation of the water treatment process. The project will ultimately improve operational efficiency, extend equipment lifespan, and contribute to cost savings.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



Financial Information

5 Year Plan	Total	Prior Spent to Date	Prior Remaining Budget	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Project Costs								
Design/ Engineering	$300,000	$300,000	$0	$0	$0	$0	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$2,000,000	$0	$2,000,000	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$2,300,000	$300,000	$2,000,000	$0	$0	$0	$0	$0
Funding Sources								
Local - UF	$2,300,000	$0	$2,300,000	$0	$0	$0	$0	$0
Total	$2,300,000	$0	$2,300,000	$0	$0	$0	$0	$0
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Public Works
Contact:	Ron Everts
Project Title:	WTP Hendrickson Dam Inspection and Maintenance
Project Code:	DAMINS
Account #:	411-8422-533-63-30
Description/ Justification:	Funds are programmed for engineering services from a specialized firm to perform a comprehensive inspection of Hendrickson Dam and provide a detailed report documenting the condition of dam components, along with recommendations for maintenance and rehabilitation. Carryover funds from previous dam inspection allocations will be utilized for this effort. Hendrickson Dam, constructed in 1965, impounds water from Shell Creek to serve as a critical water supply reservoir for the City's Water Treatment Plant. The dam underwent major spillway rehabilitation in 2010, and the last formal inspection was completed in 2017. Routine inspections are essential to ensure structural integrity, regulatory compliance, and long-term reliability of the City's water supply infrastructure.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



Financial Information

5 Year Plan	Total	Prior Spent to Date	Prior Remaining Budget	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Project Costs								
Design/ Engineering	$90,000	$0	$90,000	$0	$0	$0	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$90,000	$0	$90,000	$0	$0	$0	$0	$0
Funding Sources								
Local - UF	$90,000	$0	$90,000	$0	$0	$0	$0	$0
Total	$90,000	$0	$90,000	$0	$0	$0	$0	$0
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	WTP Well Remediation
Project Code:	RO-WEL
Account #:	411-8422-533-65-02
Description/ Justification:	FY 2026 - 2030 Funds are programmed to support well services in the event of reduced production from any of the City's groundwater wells. If a well shows signs of decreased output, it will be evaluated for potential rehabilitation to restore capacity and maintain reliable raw water supply to the Shell Creek Reverse Osmosis (RO) Facility. The facility relies on five groundwater wells, and both water quality and quantity are continuously monitored, with data reviewed monthly. Given that well performance can fluctuate due to environmental and operational factors, having funds available for timely evaluation and rehabilitation is essential to ensure uninterrupted water production. A Wellfield Management Plan and monthly reporting are supported through utilities operations.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



Financial Information								
5 Year Plan	**Total**	**Prior Spent to Date**	**Prior Remaining Budget**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**
Project Costs								
Design/ Engineering	$4,184,000	$218,400	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$4,184,000	$218,400	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000
Funding Sources								
Local - UF	$4,184,000	$218,400	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000
Total	$4,184,000	$218,400	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	Shell Creek Water Treatment Plant Surface Water Rehabilitation
Project Code:	WTPSWX / WTP-EV
Account #:	411-8422-533-65-02
Description/ Justification:	FY 2025-2027 The City of Punta Gorda seeks to obtain Design-Build Services for the rehabilitation and construction of surface water treatment facilities at the Shell Creek Water Treatment Plant, located at 38100 Washington Loop Road, Punta Gorda, FL 33982. The scope of the design-build contract will encompass the rehabilitation of existing facilities and buildings, along with the construction of new facilities as outlined in the design criteria package. This project is critical for ensuring the continued reliability and efficiency of the water treatment process at Shell Creek, supporting the City's long-term water supply needs. By rehabilitating and modernizing the existing infrastructure, along with adding new facilities as required, the project will improve the overall capacity and operational performance of the plant.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



Financial Information

5 Year Plan	Total	Prior Spent to Date	Prior Remaining Budget	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Project Costs								
Design/ Engineering	$0	$0	$0	$0	$0	$0	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$82,000,285	$0	$44,479,285	$37,521,000	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$82,000,285	$0	$44,479,285	$37,521,000	$0	$0	$0	$0
Funding Sources								
Local - UF	$5,000,000	$0	$0	$5,000,000	$0	$0	$0	$0
Local - RF	$77,000,285	$0	$44,479,285	$32,521,000	$0	$0	$0	$0
Total	$82,000,285	$0	$44,479,285	$37,521,000	$0	$0	$0	$0
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	WTP Alum Tank Storage Replacement
Project Code:	ALMTNK
Account #:	411-8422-533-65-02
Description/ Justification:	This project will replace two existing Alum Bulk Storage Tanks at the Water Treatment Plant (WTP) with new in-kind replacement tanks. The existing tanks have reached the end of their reliable service life and are no longer suitable for long-term use. Alum (aluminum sulfate) is a critical liquid chemical used in the surface water treatment process for coagulation and sediment removal. The expected service life of the new tanks is approximately 30 years. Timely replacement is essential to ensure uninterrupted chemical dosing, maintain water quality standards, and support the continued safe and efficient operation of the WTP.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of Life and Safety



Financial Information

5 Year Plan	Total	Prior Spent to Date	Prior Remaining Budget	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Project Costs								
Design/ Engineering	$200,000	$154,460	$45,540	$0	$0	$0	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$1,100,000	$0	$1,100,000	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$1,300,000	$154,460	$1,145,540	$0	$0	$0	$0	$0
Funding Sources								
Local - UF	$1,300,000	$154,460	$1,145,540	$0	$0	$0	$0	$0
Total	$1,300,000	$154,460	$1,145,540	$0	$0	$0	$0	$0
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	WTP Ammonia
Project Code:	WPAMMO
Account #:	411-8422-533-65-02
Description/ Justification:	This project involves the replacement of the existing ammonia storage and dosing equipment at the Water Treatment Plant, which has reached the end of its service life. The new system will include a liquid ammonia process with upgraded storage tanks and dosing equipment, ensuring a more efficient and reliable operation. Ammonia, used in conjunction with chlorine, is an essential component of the water treatment process for disinfection. Upgrading the ammonia system will enhance the safety, reliability, and performance of the disinfection process, improving the overall efficiency of the water treatment plant and ensuring continued compliance with water quality standards.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



Financial Information

5 Year Plan	Total	Prior Spent to Date	Prior Remaining Budget	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Project Costs								
Design/ Engineering	$200,000	$0	$200,000	$0	$0	$0	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$800,000	$0	$800,000	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$1,000,000	$0	$1,000,000	$0	$0	$0	$0	$0
Funding Sources								
Local - UF	$1,000,000	$0	$1,000,000	$0	$0	$0	$0	$0
Total	$1,000,000	$0	$1,000,000	$0	$0	$0	$0	$0
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	Burnt Store Rd Booster Station Pipe Riser Repairs & Pumps
Project Code:	BOOST
Account #:	411-8422-533-65-06
Description/ Justification:	The City will invest in engineering services to evaluate the scope of improvements required to repair the riser pipe and high service pump(s) at the Burnt Store Road Booster Station. These improvements are necessary for ensuring the continued reliable operation of the booster station, which is essential for maintaining adequate water pressure and supply. A cost-benefit analysis will be conducted to determine whether to add a high service pump station to the Burnt Store Road elevated tank and repair the riser pipe, or to demolish the existing tank and construct a new 2 million gallon prestressed concrete ground storage tank with integrated booster pumps. This project aims to improve water storage capacity and pressure within the Burnt Store zone, ensuring better service and reliability for the water distribution system in this area.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



Financial Information

5 Year Plan	Total	Prior Spent to Date	Prior Remaining Budget	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Project Costs								
Design/ Engineering	$250,000	$192,600	$57,400	$0	$0	$0	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$3,720,000	$0	$3,720,000	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$3,970,000	$192,600	$3,777,400	$0	$0	$0	$0	$0
Funding Sources								
Local - UF	$3,970,000	$192,600	$3,777,400	$0	$0	$0	$0	$0
Total	$3,970,000	$192,600	$3,777,400	$0	$0	$0	$0	$0
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	WTP - Brine Disposal Well / Mechanical Integrity Test (MIT)
Project Code:	WP-MIT
Account #:	411-8422-533-31-14
Description/ Justification:	FY 2029 The Water Treatment Plant's reverse osmosis (RO) brine disposal well operates under a Florida Department of Environmental Protection (FDEP) Underground Injection Control (UIC) permit. To ensure continued regulatory compliance and operational safety, the permit mandates Mechanical Integrity Testing (MIT) every five years. MIT evaluates the well's structural soundness and its ability to confine injected fluids within permitted zones, preventing contamination of underground sources of drinking water. This project includes performing the required MIT within the current permit cycle, ensuring the City's ongoing compliance with state and federal environmental regulations. MIT testing will be completed 08/12/26, next due in 2031, with plan to begin in 2029
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



Financial Information

5 Year Plan	Total	Prior Spent to Date	Prior Remaining Budget	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Project Costs								
Design/ Engineering	$300,000	$150,000	$0	$0	$0	$150,000	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$300,000	$150,000	$0	$0	$0	$150,000	$0	$0
Funding Sources								
Local - UF	$300,000	$0	$150,000	$0	$0	$150,000	$0	$0
Total	$300,000	$0	$150,000	$0	$0	$150,000	$0	$0
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	Water Treatement Plant - Brine Disposal Well (DIW) Permit Renewal
Project Code:	WPDIWP
Account #:	411-8422-533-31-14
Description/ Justification:	FY 2026 & 2030 Project will provide engineering services to assist the city in preparing and submitting application materials to FDEP for the renewal of Water Treatment Plant Operating Permit No.0338979-003-UO/1X regulated under Underground Injection Well (UIC) Class I injection well. Existing permit is set to expire April 19, 2027. FDEP requires the Water Treatment to renew its operating permit regulated by Underground Injection Control (UIC) permit for Class 1 Injection Well system every 5 years. The existing permit was issued April 19, 2022 and set to expire on April 19, 2027.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



Financial Information

5 Year Plan	Total	Prior Spent to Date	Prior Remaining Budget	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Project Costs								
Design/ Engineering	$185,000	$0	$85,000	$0	$0	$0	$100,000	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$185,000	$0	$85,000	$0	$0	$0	$100,000	$0
Funding Sources								
Local - UF	$185,000	$0	$85,000	$0	$0	$0	$100,000	$0
Total	$185,000	$0	$85,000	$0	$0	$0	$100,000	$0
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0



Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	WTP - Reverse Osmosis RO Expansion
Project Code:	WTPROX
Account #:	411-8422-533-65-02
Description/ Justification:	In FY 2026, the City will begin the design and construction of a well field expansion, as identified in the 2024 Water Supply Study. This expansion will increase the water supply capacity, supporting future demand needs. In FY 2026-2027, the project will also include the design and construction of a reverse osmosis (RO) treatment expansion. The Shell Creek Water Treatment Plant's original reverse osmosis facility, constructed in 2020, was designed to accommodate a 4 million gallons per day (MGD) operation. The facility's current groundwater well field and RO treatment capacity were built to support this initial 4 MGD capacity with room for a future expansion. This project will add an additional 4 MGD of groundwater supply and 4 MGD of RO process equipment, doubling the capacity of the existing facility to meet growing demand and ensure reliable water supply for the community.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of Life and Safety

Financial Information

5 Year Plan	Total	Prior Spent to Date	Prior Remaining Budget	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Project Costs								
Design/ Engineering	$30,000,000	$0	$30,000,000	$0	$0	$0	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$26,000,000	$0	$26,000,000	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$56,000,000	$0	$56,000,000	$0	$0	$0	$0	$0
Funding Sources								
Fund - RF	$56,000,000	$0	$56,000,000	$0	$0	$0	$0	$0
Total	$56,000,000	$0	$56,000,000	$0	$0	$0	$0	$0
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Water Treatment
Contact:	Tom Spencer/ Brian Fuller
Project Title:	piping system
Project Code:	ROACID
Account #:	411-8422-533-65-02
Description/ Justification:	Funds are requested to evaluate and upgrade the acid feed system at the Shell Creek Reverse Osmosis (RO) Facility. The injection quill and static mixer for post treatment acid injection have failed and were temporarily replaced with a spool piece. In addition, plant staff have identified degradation in the CPVC piping used to transport 92% sulfuric acid. A failure in this piping—particularly in the acid metering room—would eliminate the ability to dose acid into the source water, critically impacting RO membrane performance and water quality. This project will include a full evaluation of the acid system, development of improvement recommendations, and preparation of plans and specifications for competitive bidding. Construction services will cover shop drawing reviews, inspections, and acceptance of contractor work. The construction phase will implement the necessary improvements to restore safe and reliable acid delivery, ensuring continued effectiveness of the RO treatment process.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety





Financial Information								
5 Year Plan	**Total**	**Prior Spent to Date**	**Prior Remaining Budget**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**
Project Costs								
Design/ Engineering	$200,000	$65,287	$134,713	$0	$0	$0	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$900,000	$900,000	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$1,100,000	$965,287	$134,713	$0	$0	$0	$0	$0
Funding Sources								
Local - UF	$1,100,000	$965,287	$134,713	$0	$0	$0	$0	$0
Total	$1,100,000	$965,287	$134,713	$0	$0	$0	$0	$0
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	Solona Water Main Replacement Upgrade
Project Code:	SOLWMU
Account #:	411-8423-533-63-21
Description/ Justification:	FY 2029 This project involves replacing the existing 8-inch cast iron (CI) water main along Marion Avenue, between Cooper Street and Florida Street. The existing main is over 50 years old and has reached the end of its useful life. Due to its age and material type, the pipe is considered functionally obsolete and increasingly prone to failure. Proactive replacement will reduce the risk of water main breaks, minimize service disruptions to customers, and lower maintenance costs associated with emergency repairs. This investment supports the City's long-term asset management goals and ensures continued reliability of the water distribution system.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City’s infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



Financial Information								
5 Year Plan	**Total**	**Prior Spent to Date**	**Prior Remaining Budget**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**
Project Costs								
Design/ Engineering	$200,000	$0	$0	$0	$0	$200,000	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$3,300,000	$0	$0	$0	$0	$3,300,000	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$3,500,000	$0	$0	$0	$0	$3,500,000	$0	$0
Funding Sources								
Local - UF	$3,500,000	$0	$0	$0	$0	$3,500,000	$0	$0
Total	$3,500,000	$0	$0	$0	$0	$3,500,000	$0	$0
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	Bal Harbor Water Main Replacement
Project Code:	BALHWM
Account #:	411-8423-533-63-21
Description/ Justification:	This project will install a new 12-inch water main—approximately 2,660 linear feet—parallel to the existing 10-inch main between Aqui Esta Drive and Albatross Drive. The improvement addresses persistent low-pressure issues reported in Punta Gorda Isles (PGI) Sections 12 and 14. A Water Distribution System Analysis completed in August 2023 identified this segment as a hydraulic constraint and recommended upsizing to improve system capacity and pressure. Adding a second, larger main will enhance water flow, improve fire protection, and support current and future demand in the area. This project is a key part of the City's efforts to improve service reliability and distribution system performance.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City’s infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



Financial Information

5 Year Plan	Total	Prior Spent to Date	Prior Remaining Budget	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Project Costs								
Design/ Engineering	$200,000	$0	$200,000	$0	$0	$0	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$800,000	$0	$800,000	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$1,000,000	$0	$1,000,000	$0	$0	$0	$0	$0
Funding Sources								
Local - UF	$1,000,000	$0	$1,000,000	$0	$0	$0	$0	$0
Total	$1,000,000	$0	$1,000,000	$0	$0	$0	$0	$0
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	Airport Road Water Main Replacement
Project Code:	AIRPWM
Account #:	411-8423-533-63-21
Description/ Justification:	This project involves upsizing approximately 4,700 linear feet of existing 6-inch water main to a 12-inch diameter along Airport Road, from Waterford Parkway to Florida Street. The improvement was recommended in the City's Water Distribution System Analysis completed in August 2023. This segment was identified as a capacity constraint within the distribution system. Upsizing the main will enhance system performance by increasing flow capacity, improving water pressure, and supporting long-term growth and fire protection needs. The project aligns with the City's strategic goals for infrastructure resiliency and reliable water service delivery.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



Financial Information

5 Year Plan	Total	Prior Spent to Date	Prior Remaining Budget	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Project Costs								
Design/ Engineering	$200,000	$0	$200,000	$0	$0	$0	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$800,000	$0	$800,000	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$1,000,000	$0	$1,000,000	$0	$0	$0	$0	$0
Funding Sources								
Local - UF	$1,000,000	$0	$1,000,000	$0	$0	$0	$0	$0
Total	$1,000,000	$0	$1,000,000	$0	$0	$0	$0	$0
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

Dept/Div:	Utilities/ Administration
Contact:	Tom Spencer
Project Title:	Via Tripoli Water Main Replacement
Project Code:	VIATWM
Account #:	411-8423-533-63-21
Description/ Justification:	This project will upsize approximately 500 linear feet of existing water main to an 8-inch diameter along Via Tripoli, between Magdalena Drive and Spanish Cay. The improvement was recommended in the City's Water Distribution System Analysis completed in August 2023, which identified this segment as a hydraulic bottleneck limiting flow capacity and fire protection. Upsizing the water main will enhance system reliability, improve water pressure, and support current and future demand in the area. This project aligns with the City's long-term infrastructure planning and water system performance goals.
Priority:	Infrastructure Sustainability, ,
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery,
Community Impact:	Quality of life and safety



Financial Information

5 Year Plan	Total	Prior Spent to Date	Prior Remaining Budget	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Project Costs								
Design/ Engineering	$200,000	$0	$200,000	$0	$0	$0	$0	$0
Land	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$800,000	$0	$800,000	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Total	$1,000,000	$0	$1,000,000	$0	$0	$0	$0	$0
Funding Sources								
Local - UF	$1,000,000	$0	$1,000,000	$0	$0	$0	$0	$0
Total	$1,000,000	$0	$1,000,000	$0	$0	$0	$0	$0
Impacts on Operations (negative entry indicates operating reduction)								
Personnel	$0	$0	$0	$0	$0	$0	$0	$0
Contractual	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Repair & Maint	$0	$0	$0	$0	$0	$0	$0	$0

City of Punta Gorda, Fl
Utilities O. M. R. Fund
Proforma Schedule of Revenues and Expenses
FY 2024 through FY 2031

	Actual FY 2024	Actual FY 2025	Budget FY 2026	Projected FY 2026	Proposed FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030	Proforma FY 2031
Revenues:		**6.00%**	**12.00%**	**12.00%**	**12.00%**	**12.00%**	**12.00%**	**5.00%**	**5.00%**
Total Water Billings	$ 13,696,635	$ 14,327,899	$ 14,053,290	$ 14,393,155	$ 16,200,935	$ 16,281,940	$ 16,363,351	$ 16,445,168	$ 16,527,393
Rate Increase (cumulative)	0	0	702,665	0	0	1,953,831	4,151,890	5,181,741	6,267,195
Total Sewer Billings	9,269,422	9,913,567	9,878,355	12,179,450	13,709,185	13,777,729	13,846,620	13,915,853	13,985,433
Rate Increase (cumulative)	0	0	2,169,135	0	0	1,653,325	3,513,319	4,384,778	5,303,288
Septic to Sewer Area 1-Est new revenue	0	0	0	0	0	152,000	170,240	178,750	187,686
Other Charges for Services	375,510	450,332	223,840	380,525	225,035	225,035	225,035	225,035	225,035
Fines & Forfeits Revenue	0	0	0	13,950	13,950	0	0	0	0
License & Permit Revenue	116,980	63,196	6,400	36,120	6,400	6,400	6,400	6,400	6,400
Miscellaneous Revenues	2,210,976	836,888	251,750	1,263,060	462,675	463,625	464,605	465,615	466,654
Transfer from Water & Sewer Impact Fees	499,800	499,800	499,800	499,800	1,529,800	1,529,800	1,529,800	1,529,800	1,529,800
Annual Assessments - Septic to Sewer Area 1	0	0	0	0	0	350,000	350,000	350,000	350,000
Total Utilities OM&R Revenues	26,169,323	26,091,682	27,785,235	28,766,060	32,147,980	36,393,684	40,621,259	42,683,140	44,848,885
Expenses:									
Personnel Expenses	7,093,045	7,958,449	8,792,245	7,965,505	9,040,035	9,437,468	9,853,807	10,290,001	10,747,070
Operating Expenses	6,750,231	6,320,960	7,633,280	8,128,380	8,023,305	8,203,538	8,464,178	8,733,508	9,011,842
Administrative & Computer Overhead	3,213,910	3,604,490	3,674,020	3,674,020	3,757,780	3,870,516	3,986,629	4,106,227	4,229,414
Capital	168,978	805,087	961,000	1,719,870	1,063,100	1,277,000	450,000	655,000	655,000
Contingency	0	0	50,000	0	50,000	50,000	50,000	50,000	50,000
Subtotal Operations	17,226,163	18,688,985	21,110,545	21,487,775	21,934,220	22,838,523	22,804,614	23,834,736	24,693,325
Renewal & Replacement of Infrastructure	1,120,000	1,120,000	1,120,000	1,120,000	1,120,000	1,120,000	1,120,000	1,120,000	1,120,000
Transfer for Capital Improvement Projects	6,970,000	7,150,000	9,235,000	2,305,000	7,635,305	2,585,000	4,500,000	600,000	600,000
Temporary Interfund Transfer for Capital Improvement Projects	10,400,000	(10,400,000)	0	0	0	0	0	0	0
Existing Debt Service - RO SRF Loan	999,595	999,595	999,595	999,595	999,595	999,595	999,595	999,595	999,595
Transfer to SRF Fund - reserve incr (decr)	0	1,500,000	0	0	1,500,000	2,000,000	3,000,000	1,000,000	0
Est. new debt service WWTP (SRF)	0	0	0	0	1,750,225	3,500,450	3,500,450	3,500,450	3,500,450
Est. new debt service AMI Equipment Replacement (non-SRF debt)	0	0	0	0	0	1,223,135	1,223,135	1,223,135	1,223,135
Est. new debt service - WTP RO project (non-SRF debt & SRF 0% interes	0	0	0	0	0	1,077,500	2,155,000	2,155,000	2,155,000
Est. new debt service - WTP Filtration rehab (non- SRF debt)	0	0	0	0	0	0	1,706,000	3,412,000	3,412,000
Est. new debt service - WW MPF, BPF, Lift Station (non-SRF & SRF 0%	0	0	0	0	0	582,000	1,164,000	1,164,000	1,164,000
Est. new debt service - Septic to Sewer (non-SRF debt)	0	0	0	0	0	0	344,000	688,000	688,000
Total Utilities Expenses	36,715,758	19,058,580	32,465,140	25,912,370	34,939,345	35,926,203	42,516,794	39,696,916	39,555,505
Revenues in excess (short) of Expenses	(10,546,435)	7,033,102	(4,679,905)	2,853,690	(2,791,365)	467,481	(1,895,535)	2,986,224	5,293,380
Operating Reserves - Beg	14,928,082	4,381,647	8,882,542	11,414,749	14,268,439	11,477,074	11,944,555	10,049,020	13,035,244
Operating Reserves - End	$ 4,381,647	$ 11,414,749	$ 4,202,637	$ 14,268,439	$ 11,477,074	$ 11,944,555	$ 10,049,020	$ 13,035,244	$ 18,328,623

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	Y-T-D ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
UTILITIES O M & R								
402-0000-329.07-00	UTILITY PERMITS	111,830	57,846	5,000	5,000	26,071	28,970	5,000
	ESTIMATED FLAT			5,000				
				5,000				
402-0000-329.07-01	FIRE FLOW TESTING FEE	1,150	1,150	300	300	1,200	1,500	300
	ESTIMATED FLAT			300				
				300				
402-0000-329.07-02	SEPTIC INSPECTION FEE	700	900	500	500	100	100	500
	ESTIMATED FLAT			500				
				500				
402-0000-329.08-00	DEVELOPER REVIEW FEE	3,300	3,300	600	600	4,950	5,550	600
	ESTIMATED FLAT			600				
				600				
*	OTHER PERMITS AND FEES	116,980	63,196	6,400	6,400	32,321	36,120	6,400
**	PERMITS,FEES & SPEC ASSMT	116,980	63,196	6,400	6,400	32,321	36,120	6,400
402-0000-343.31-00	WATER BILLING	288-	2,233-	702,665	0	290-	290-	0
402-0000-343.31-36	WATER 1-5 RATE INSIDE	1,874,489	1,916,266	1,911,050	2,006,605	1,541,367	2,091,870	2,353,355
	EST 12% RATE INCREASE, .5% GROWTH			2,353,355				
				2,353,355				
402-0000-343.31-37	WATER 1-5 RATE OUTSIDE	813,425	830,888	839,780	881,770	681,698	881,770	991,990
	EST 12% RATE INCREASE, .5% GROWTH			991,990				
				991,990				
402-0000-343.31-38	FACILITY CHG/ERU WATER IN	2,374,351	2,539,457	2,556,000	2,683,800	1,895,286	2,683,800	3,025,585
	EST 12% RATE INCREASE, .5% GROWTH			3,025,585				

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	Y-T-D ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
				3,025,585				
402-0000-343.31-39	FACILITY CHG/ERU WATR OUT	1,420,444	1,522,313	1,525,200	1,601,460	1,242,457	1,665,350	1,875,520
	EST 12% RATE INCREASE, .5% GROWTH			1,875,520				
				1,875,520				
402-0000-343.31-40	WATER 6-10 RATE INSIDE	1,100,811	1,112,071	1,128,370	1,184,790	877,004	1,184,790	1,332,890
	EST 12% RATE INCREASE, .5% GROWTH			1,332,890				
				1,332,890				
402-0000-343.31-41	WATER 6-10 RATE OUTSIDE	179,503	193,315	188,070	197,475	135,117	174,290	196,075
	EST 12% RATE INCREASE, .5% GROWTH			196,075				
				196,075				
402-0000-343.31-42	WATER 11-20 RATE INSIDE	1,400,286	1,419,510	1,424,295	1,495,510	1,052,888	1,402,260	1,577,540
	EST 12% RATE INCREASE, .5% GROWTH			1,577,540				
				1,577,540				
402-0000-343.31-43	WATER 11-20 RATE OUTSIDE	133,500	147,153	137,310	144,175	89,772	110,880	124,740
	EST 12% RATE INCREASE, .5% GROWTH			124,740				
				124,740				
402-0000-343.31-44	WATER 21-40 RATE INSIDE	890,521	900,476	881,080	925,135	614,584	804,055	904,560
	EST 12% RATE INCREASE, .5% GROWTH			904,560				
				904,560				
402-0000-343.31-45	WATER 21-40 RATE OUTSIDE	71,511	95,796	76,195	80,005	48,998	55,900	62,890
	EST 12% RATE INCREASE, .5% GROWTH			62,890				
				62,890				
402-0000-343.31-46	WATER 41-80 RATE INSIDE	437,871	385,675	404,800	425,040	239,036	288,380	324,430
	EST 12% RATE INCREASE, .5% GROWTH			324,430				

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	Y-T-D ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
				324,430				
402-0000-343.31-47	WATER 41-80 RATE OUTSIDE	41,608	68,162	70,275	73,790	22,963	26,670	30,005
	EST 12% RATE INCREASE, .5% GROWTH			30,005				
				30,005				
402-0000-343.31-49	WATER >80 RATE OUTSIDE	0	60-	0	0	0	0	0
402-0000-343.31-50	CUSTOMER BILLING CHG IN	613,540	656,175	661,200	694,260	481,921	697,130	784,275
	EST 12% RATE INCREASE, .5% GROWTH			784,275				
				784,275				
402-0000-343.31-51	CUSTOMER BILLING CHG OUT	355,991	379,869	384,700	403,935	298,707	403,935	454,425
	EST 12% RATE INCREASE, .5% GROWTH			454,425				
				454,425				
402-0000-343.31-62	IRRIGATION 1-10 INSIDE	150,681	140,723	152,395	160,010	102,689	138,030	155,285
	EST 12% RATE INCREASE, .5% GROWTH			155,285				
				155,285				
402-0000-343.31-63	IRRIGATION 1-10 OUTSIDE	13,807	13,881	13,630	14,310	15,663	18,400	20,700
	EST 12% RATE INCREASE, .5% GROWTH			20,700				
				20,700				
402-0000-343.31-64	IRRIGATION 11-30 INSIDE	186,358	169,496	179,505	188,480	119,171	159,685	179,640
	EST 12% RATE INCREASE, .5% GROWTH			179,640				
				179,640				
402-0000-343.31-65	IRRIGATION 11-30 OUTSIDE	11,170	18,144	11,450	12,020	23,501	24,620	27,700
	EST 12% RATE INCREASE, .5% GROWTH			27,700				
				27,700				
402-0000-343.31-68	IRRIGATION >30 INSIDE	267,181	219,799	227,450	238,820	109,630	133,535	150,225
	EST 12% RATE INCREASE, .5% GROWTH			150,225				

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	Y-T-D ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
				150,225				
402-0000-343.31-69	IRRIGATION >30 OUTSIDE	31,429	82,535	44,485	46,710	68,901	82,075	92,335
	EST 12% RATE INCREASE, .5% GROWTH			92,335				
				92,335				
402-0000-343.31-74	COMMERCIAL USAGE INSIDE	683,949	680,732	602,250	632,365	492,979	661,100	743,740
	EST 12% RATE INCREASE, .5% GROWTH			743,740				
				743,740				
402-0000-343.31-75	COMMERCIAL USAGE OUTSIDE	644,497	837,757	633,800	665,490	556,779	704,920	793,030
	EST 12% RATE INCREASE, .5% GROWTH			793,030				
				793,030				
402-0000-343.33-00	PENALTIES	141,887	154,890	50,000	50,000	145,549	165,605	50,000
	ESTIMATED PENALTIES FLAT			50,000				
				50,000				
402-0000-343.34-00	SERVICE CHARGES	81,136	85,792	33,000	33,000	60,495	74,715	33,000
	ESTIMATED FLAT			33,000				
				33,000				
402-0000-343.35-00	WATER SVC INSTALLATIONS	112,963	165,850	100,000	100,000	86,016	100,000	100,000
	ESTIMATED FLAT			100,000				
				100,000				
402-0000-343.51-00	SEWER BILLING	0	0	2,169,135	0	0	0	0
402-0000-343.51-62	SEWER USAGE INSIDE	1,676,486	1,701,943	1,714,525	3,229,050	2,680,957	3,589,130	4,043,070
	EST 12% RATE INCREASE, .5% GROWTH			4,043,070				
				4,043,070				
402-0000-343.51-63	SEWER USAGE OUTSIDE	377,782	431,264	391,430	704,155	653,056	799,140	901,035

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	Y-T-D ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	EST 12% RATE INCREASE, .5% GROWTH			901,035				
				901,035				
402-0000-343.51-64	WASTEWATER ERU INSIDE	5,567,933	5,967,418	6,002,400	6,175,210	4,261,744	6,035,190	6,789,590
	EST 12% RATE INCREASE, .5% GROWTH			6,789,590				
				6,789,590				
402-0000-343.51-65	WASTEWATER ERU OUTSIDE	1,647,221	1,812,946	1,770,000	1,939,075	1,424,187	1,755,990	1,975,490
	EST 12% RATE INCREASE, .5% GROWTH			1,975,490				
				1,975,490				
402-0000-343.55-00	SEWER TAP FEES	3,613	8,625	5,000	5,000	3,400	4,015	5,000
	ESTIMATED FLAT			5,000				
				5,000				
402-0000-343.91-00	LIEN INTEREST	6,992	6,479	6,000	6,000	6,358	6,350	6,000
	ESTIMATED FLAT			6,000				
				6,000				
*	PHYSICAL ENVIRONMENT	23,312,648	24,663,107	26,997,445	26,997,445	20,032,583	26,923,290	30,104,120
402-0000-349.04-00	SANITATION BILLING	27,585	28,690	29,840	29,840	22,383	29,840	31,035
	ESTIMATED 4% INCREASE			31,035				
				31,035				
402-0000-349.20-01	FLEET CHGS - GENERAL FUND	1,040	0	0	0	0	0	0
402-0000-349.20-26	FLEET - UTILITY EQUIPMENT	295	6	0	0	0	0	0
*	OTHER CHARGES FOR SVCS	28,920	28,696	29,840	29,840	22,383	29,840	31,035
**	CHARGES FOR SERVICES	23,341,568	24,691,803	27,027,285	27,027,285	20,054,966	26,953,130	30,135,155
402-0000-354.07-00	WATER RESTRICT VIOLATIONS	0	0	0	0	11,400	13,950	13,950
	ESTIMATED A 2ND YEAR WITH WATER RESTRICTIONS			13,950				

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	Y-T-D ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	(LAST DROUGHT WATERING RESTRICTIONS WERE IN PLACE 2.5 YEARS)							
				13,950				
*	VIOLATIONS OF LOCAL ORDIN	0	0	0	0	11,400	13,950	13,950
**	FINES & FORFEITS	0	0	0	0	11,400	13,950	13,950
402-0000-361.10-00	INTEREST ON INVESTMENTS	1,067,160	781,963	210,000	210,000	860,477	1,200,845	420,000
	EST 3% INTEREST ON AVG BAL OF OM&R AND CONSTRUCT FUNDS			420,000				
				420,000				
402-0000-361.12-00	LEASE INTEREST GASB 87	7,774	0	0	0	0	0	0
*	INTEREST EARNINGS	1,074,934	781,963	210,000	210,000	860,477	1,200,845	420,000
402-0000-362.00-00	RENTAL INCOME	0	31,419	30,750	30,750	23,025	30,750	31,675
	VERIZON TOWER RENT			31,675				
				31,675				
402-0000-362.04-00	RENTS & LEASES	36,619	0	0	0	0	0	0
*	RENTAL INCOME	36,619	31,419	30,750	30,750	23,025	30,750	31,675
402-0000-364.41-00	SURPLUS FURN, FIXT, EQPT	0	6,750	0	0	20,940	1,100	0
*	DISPOSITION-FIXED ASSETS	0	6,750	0	0	20,940	1,100	0
402-0000-365.30-02	SALE OF SOD	0	0	0	0	44,175	19,365	0
*	SALE OF SURPLUS MATERIALS	0	0	0	0	44,175	19,365	0
402-0000-366.21-00	CONTRIB FROM PRIVATE SRCS	629,462	0	0	0	0	0	0
*	CONTRIB FROM PRIVATE SRCS	629,462	0	0	0	0	0	0
402-0000-369.70-18	INSURANCE RECOVERY	42,800	4,393	0	0	0	0	0
402-0000-369.70-50	DEFINED CONTRIB REFUNDS	4,393	0	0	0	0	0	0
402-0000-369.90-00	MISCELLANEOUS REVENUE	34,858	11,572	11,000	11,000	98	11,000	11,000

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	Y-T-D ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	MISC REVENUE INCLUDING PCARD REBATE			11,000				
				11,000				
402-0000-369.90-15	BACKFLOW PREVENTION	0	750	0	0	0	0	0
402-0000-369.91-00	CASH OVER/(SHORT)	10-	42	0	0	1	0	0
*	OTHER MISC REVENUES	82,041	16,757	11,000	11,000	99	11,000	11,000
**	MISCELLANEOUS REVENUE	1,823,056	836,889	251,750	251,750	948,716	1,263,060	462,675
402-0000-381.31-00	UTILITIES CONSTRUCTION	5,111,541	0	0	0	0	0	0
402-0000-381.35-00	WATER SYS CAPACITY ESCROW	499,800	499,800	499,800	499,800	499,800	499,800	499,800
	TRANSFER FROM WATER IMPACTS FOR SRF RO DEBT			499,800				
				499,800				
402-0000-381.36-00	SEWER SYS CAPACITY ESCROW	0	0	0	0	0	0	1,030,000
	TRANSFER FROM WW IMPACTS FOR SRF WWTP IMPR DEBT			1,030,000				
				1,030,000				
*	TRANSFER FROM OTHER FUNDS	5,611,341	499,800	499,800	499,800	499,800	499,800	1,529,800
402-0000-389.90-01	PROJ CARRYOVER-BEGINNING	0	0	8,882,542	8,882,542	0	11,414,749	14,268,439
	EST BEG BALANCE CARRYOVER			14,268,439				
				14,268,439				
402-0000-389.90-02	PRIOR YEAR ENCUMBRANCES	0	0	0	717,037	0	0	0
402-0000-389.90-05	PRIOR YR RE-APPROPRIATION	0	0	0	710,300	0	0	0
*	BEGINNING RESERVES	0	0	8,882,542	10,309,879	0	11,414,749	14,268,439
**	OTHER REVENUE SOURCES	5,611,341	499,800	9,382,342	10,809,679	499,800	11,914,549	15,798,239
***	UTILITIES O M & R	30,892,945	26,091,688	36,667,777	38,095,114	21,547,203	40,180,809	46,416,419
		30,892,945	26,091,688	36,667,777	38,095,114	21,547,203	40,180,809	46,416,419

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
UTILITIES O M & R								
402-0000-536.12-05	SICK ESCROW	0	0	25,000	25,000	0	25,000	25,000
	FOR CAREER PROGRESSIONS AND HEALTH ELECTION CHANGS			25,000				
				25,000				
*	PERSONNEL SERVICES	0	0	25,000	25,000	0	25,000	25,000
402-0000-535.44-09	LAND LEASE WASTEWTR PLANT	0	355,000	0	0	0	0	0
402-0000-536.31-00	PROFESSIONAL SERVICES	25,200	25,200	26,885	26,885	86,512	86,515	100,200
	LOBBYIST SPLIT WITH GENERAL FUND			25,200				
	ADD ADDL LOBBYIST $6,250 PER MONTH			75,000				
				100,200				
402-0000-536.44-03	EQUIPMENT LEASES	1,810-	0	0	0	0	0	0
402-0000-536.49-06	ADMINISTRATIVE CHARGES	564,960	592,880	687,920	687,920	515,943	687,920	708,560
	EST 3% INCREASE			708,560				
	ALLOCATION WILL BE COMPLETED ONCE ALL BUDGETS ARE FINALIZED							
				708,560				
402-0000-536.59-00	DEPRECIATION EXPENSE	5,497,432	0	0	0	0	0	0
402-0000-536.59-40	RIGHT TO USE-GASB 87	1,709	0	0	0	0	0	0
*	OPERATING EXPENSES	6,087,491	973,080	714,805	714,805	602,455	774,435	808,760
402-0000-536.72-40	LEASE FINANCING-GASB 87	173	0	0	0	0	0	0
402-0000-583.72-07	INT DEBT REDUCT-ST REVOLV	187,572	0	0	0	0	0	0
*	DEBT SERVICE	187,745	0	0	0	0	0	0
402-0000-581.91-31	UTILITIES CONSTRUCTION	8,429,233	2,130,000-	10,355,000	10,355,000	5,177,500	3,425,000	8,755,305
	TRANSFER FOR CASH FUND PROJECTS AND PORTIONS OF CASH FUNDED PROJECTS			8,755,305				
				8,755,305				
402-0000-581.91-39	STATE REVOLVING LOAN FUND	2	2,499,595	999,595	999,595	999,595	999,595	4,249,820

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	TRANSFER FOR SRF RO DEBT PAYMENT			999,595				
	TRANSFER FOR SRF WWTP EST DEBT PAYMENT			1,750,225				
	TRANSFER FOR SRF WWTP DEBT RESERVE PER AGREEMNT			1,500,000				
				4,249,820				
*	TRANSFERS	8,429,235	369,595	11,354,595	11,354,595	6,177,095	4,424,595	13,005,125
402-0000-536.95-01	AMORTIZED RENT EXPENSE	22,333	0	0	0	0	0	0
402-0000-581.99-03	PROJECTED CARRYOVER - END	0	0	4,202,637	4,202,637	0	14,268,439	11,477,074
	EST END BAL			11,477,074				
				11,477,074				
402-0000-581.99-09	INVENTORY SHORT/OVER	0	0	0	0	1,533	1,535	0
*	ENDING RESERVES	22,333	0	4,202,637	4,202,637	1,533	14,269,974	11,477,074
**	UTILITIES O M & R	14,726,804	1,342,675	16,297,037	16,297,037	6,781,083	19,494,004	25,315,959
***	UTILITIES O M & R	14,726,804	1,342,675	16,297,037	16,297,037	6,781,083	19,494,004	25,315,959
FINANCE								
BILLING AND COLLECTIONS								
402-0423-536.12-01	REGULAR SALARIES & WAGES	343,188	345,103	321,075	321,075	242,080	321,075	341,850
	ESTIMATED 4% MERIT INCREASE			340,350				
	ADD SMALL AMOUNT FOR ACTING INCREASES FOR SUPERVISOR VACATIONS			1,500				
				341,850				
402-0423-536.14-00	OVERTIME PAY	4,022	910	2,680	2,680	59	2,680	2,410
	6 EMPLOYEES, 6 HRS EACH-ADJ, BILLING, IN ANTICIPATION OF NEW AMI IMPLEMENTATION.			2,412				
				2,412				
402-0423-536.21-00	F I C A TAXES	25,839	25,086	23,540	23,540	17,073	23,540	24,070
	SYSTEM CALCULATION BASED ON EST WAGES AND ABTS			24,070				
				24,070				

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402-0423-536.22-00	RETIREMENT CONTRIBUTION	84,743	41,355	23,640	23,640	17,019	22,700	23,345
	FROM ACTUARY REPORT-SPREAD ON EST PENSIONABLE WAGE			23,345				
				23,345				
402-0423-536.22-10	RETIREMT -DEFINED CONTRIB	22,596	8,753	8,660	8,660	6,264	8,325	9,100
	CALCULATED BASED ON EMPLOYEE % ELECTION			9,100				
				9,100				
402-0423-536.23-00	EMPLOYEE HLTH & LIFE INS	95,100	99,044	105,700	105,700	88,342	106,015	114,895
	EST 8.5% INCREASE HEALTH			114,895				
				114,895				
402-0423-536.23-02	DEP HLTH + EMPL PD LIFE	7,024	15,615	14,330	14,330	20,464	24,580	26,625
	EST 8.5% INCREASE HEALTH			26,625				
				26,625				
402-0423-536.24-00	WORKMEN'S COMP PREMIUMS	419	457	385	385	288	385	395
	EST 10% INCR AND UPDATED WC RATES			395				
				395				
402-0423-536.26-00	OTHER POSTEMPLOY BENEFITS	15,408-	0	0	0	0	0	0
*	PERSONNEL SERVICES	567,523	536,323	500,010	500,010	391,589	509,300	542,690
402-0423-536.32-00	ACCOUNTING & AUDITING	13,746	14,062	16,150	31,271	14,470	16,150	16,150
	EST 3% INCREASE. GOING OUT TO BID THIS SUMMER			16,150				
				16,150				
402-0423-536.34-00	CONTRACTUAL SERVICES	135,728	125,318	104,000	104,000	84,000	104,000	90,000
	INFOSEND PRINT AND MAIL BILLS @ $7500 PER MO			90,000				
				90,000				
402-0423-536.40-00	TRAVEL & PER DIEM	0	0	95	95	0	95	75

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	80 MI @ .445 FOR BI-ANNUAL CUST SERVICE CONFERENCE 2 X PER YEAR			75				
				75				
402-0423-536.41-03	POSTAGE & EXPRESS CHARGES	7,000	7,781	7,800	7,410	7,800	7,800	9,665
	680 DELINQUENT NOTICES PER MONTH @ .95 EA 130 LETTERS/PULLED BILLS ETC PER MO @ .95 EA 3 CERTIFIED LTRS PER MO X $12 EA FOR POLICE DEPT			7,752 1,482 431				
				9,665				
402-0423-536.44-03	EQUIPMENT LEASES	3,811	3,315	4,030	4,030	4,030	4,030	4,030
	KONICA MINOLTA COPIER W/ MONTHLY COPY FEES QUADIENT POSTAGE MACHINE (703.34X3)			1,920 2,110				
				4,030				
402-0423-536.45-01	FIRE/GENERAL LIAB INSUR	4,711	5,318	5,855	5,855	4,744	4,770	5,010
	EST 5% INCREASE ON FY 26 ACTUAL			5,010				
				5,010				
402-0423-536.49-00	OTHER CURRENT CHARGES	3,002	3,472	5,000	5,000	5,000	5,000	5,000
	500 LIENS/RELEASES/OTHER RECORDED DOCS $10/EA			5,000				
				5,000				
402-0423-536.49-06	ADMINISTRATIVE CHARGES	90,835	101,230	86,380	86,380	64,782	86,380	88,970
	EST 3% INCREASE ALLOCATION WILL BE COMPLETED ONCE ALL BUDGETS ARE FINALIZED			88,970				
				88,970				
402-0423-536.49-07	COMPUTER OVERHEAD	53,775	63,650	63,005	63,005	47,250	63,005	63,005
	ESTIMATED FLAT			63,005				
				63,005				
402-0423-536.51-00	OFFICE SUPPLIES	2,489	3,179	2,700	3,090	2,436	3,090	3,015

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	MULTI-PURPOSE PAPER 4 BOXES PER MO $55 PER BOX			2,640				
	CALC TAPE, WHITE OUT, PENS, WIPES, CANNED AIR, ETC			375				
				3,015				
402-0423-536.52-16	PRE-EMPLOYMENT COSTS	55	109	0	0	0	0	0
402-0423-536.52-21	DEPT MATERIALS & SUPPLIES	1,028	1,182	1,200	1,200	605	1,200	1,200
	20 BOXES WINDOW ENVELOPES @ $55 PER BOX			1,000				
	4 BOXES NON-WINDOW ENVELOPES @ $55 PER BOX			200				
				1,200				
402-0423-536.54-00	BOOKS/MEMBS/TRAINING/EDUC	0	0	325	325	0	325	0
*	OPERATING EXPENSES	316,180	328,616	296,540	311,661	235,117	295,845	286,120
**	BILLING AND COLLECTIONS	883,703	864,939	796,550	811,671	626,706	805,145	828,810
***	FINANCE	883,703	864,939	796,550	811,671	626,706	805,145	828,810
	UTILITIES DEPT							
	UTILITIES ADMINISTRATION							
402-1620-536.11-00	EXECUTIVE SALARIES	106,107	121,824	116,450	116,450	85,466	116,450	117,315
	EST 4% MERIT			117,315				
				117,315				
402-1620-536.12-01	REGULAR SALARIES & WAGES	522,640	656,891	766,890	766,890	456,644	650,420	785,725
	ESTIMATE 4% MERIT INCREASE			785,725				
				785,725				
402-1620-536.14-00	OVERTIME PAY	3,742	7,089	4,120	4,120	6,218	8,000	4,120
	AFTER HOURS OT BASED ON PROJECT, STAFFING, ETC			4,120				
				4,120				
402-1620-536.21-00	F I C A TAXES	47,294	58,723	64,860	64,860	40,873	60,350	66,315
	SYSTEM CALCULATION BASED ON EST WAGES AND ABTS			66,315				
				66,315				

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402-1620-536.22-00	RETIREMENT CONTRIBUTION	14,002	88,820	130,840	130,840	94,203	125,605	114,630
	FROM ACTUARY REPORT-SPREAD ON EST PENSIONABLE WAGE			114,630				
				114,630				
402-1620-536.22-10	RETIREMT -DEFINED CONTRIB	2,773	218	0	0	0	0	0
402-1620-536.23-00	EMPLOYEE HLTH & LIFE INS	89,636	102,992	152,340	152,340	88,862	118,060	165,105
	EST 8.5% INCREASE HEALTH			165,105				
				165,105				
402-1620-536.23-02	DEP HLTH + EMPL PD LIFE	11,974	16,891	43,275	43,275	14,593	23,950	46,890
	EST 8.5% INCREASE HEALTH			46,890				
				46,890				
402-1620-536.24-00	WORKMEN'S COMP PREMIUMS	8,379	8,604	9,855	9,855	7,302	9,680	11,230
	EST 10% INCR AND UPDATED WC RATES			11,230				
				11,230				
402-1620-536.26-00	OTHER POSTEMPLOY BENEFITS	15,408-	0	0	0	0	0	0
*	PERSONNEL SERVICES	791,139	1,062,052	1,288,630	1,288,630	794,161	1,112,515	1,311,330
402-1620-536.31-00	PROFESSIONAL SERVICES	0	0	0	51,000	51,000	51,000	75,000
	SPECIALIST LOBBYIST RETAINER $6,250/MONTH			75,000				
				75,000				
402-1620-536.31-13	EMPLOYEE TESTING	144	0	0	0	0	0	0
402-1620-536.31-24	RATE STUDY/IMPACT FEE	0	30,185	0	27,381	27,380	27,380	0
402-1620-536.34-00	CONTRACTUAL SERVICES	0	2,716	6,365	5,065	754	4,420	4,420
	ANT-SER PEST CONTROL UT CAMPUS $500 YEAR			480				
	CLEANING SERVICES FOR UT OFFICES			1,800				
	FIRST CHARLOTTE AC REPAIRS PER DIVISION DEPT PAYS			885				
	ELOGGER SERVICE			755				
	MISC. SERVICE WINDOW CLEANING/PRESSURE WASHING ETC			500				
				4,420				
402-1620-536.40-00	TRAVEL & PER DIEM	824	0	1,030	1,330	922	1,030	1,030

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	LODGING			700				
	MEALS			330				
				1,030				
402-1620-536.41-00	COMMUNICATIONS SERVICES	3,629	3,650	4,450	4,450	2,115	4,450	4,345
	CELLPHONE CHARGES FOR ADMIN STAFF			3,845				
	FEDERAL EXPRESS & MISC. POSTAGE			500				
				4,345				
402-1620-536.43-01	ELECTRICITY	5,990	5,842	6,730	6,730	3,794	6,730	6,545
	ELECTRICAL EXPENSE FOR UT ADMIN OFFICE COOPER ST			6,545				
	EST 5% INCREASE ON CURRENT USAGE							
				6,545				
402-1620-536.44-03	EQUIPMENT LEASES	1,028	1,105	1,590	1,590	924	1,590	1,400
	KONICA MINOLTA LEASE UT ADMIN			1,000				
	COST PER COPY 12 MONTHS			400				
				1,400				
402-1620-536.44-08	RIGHT-OF-WAY (R/R X'ING)	982	1,022	1,030	1,030	0	1,030	1,045
	AGREEMENT NO. SGLRO545 UNDERGROUND PG MILE			1,045				
	POST AX 93904 ACCT NO. 5060-50							
	TOTAL INCREASES SLIGHTLY YEARLY							
				1,045				
402-1620-536.45-01	FIRE/GENERAL LIAB INSUR	13,967	15,335	16,415	16,415	21,736	21,740	22,825
	EST 5% INCREASE FROM FY26 ACTUAL			22,825				
				22,825				
402-1620-536.46-00	REPAIR & MAINTENANCE SVCS	0	0	155	155	0	155	155
	REPAIR/MAINTENANCE OFFICE EQUIPMENT			155				
				155				
402-1620-536.46-01	REPAIR/MAINT BUILDINGS	4,950	0	0	0	0	0	0

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
402-1620-536.46-08	R&M AUTOS/TRUCKS FLEET	2,244	3,684	4,495	4,495	2,750	4,495	5,445
	2020 FORD ESCAPE #7835 (GIS)			870				
	2008 FORD ESCAPE #6820 (ENGINEER) -REPLACED							
	2014 FORD FUSION #6929 (UT ADMIN)			875				
	2019 FORD F150 EXT CAB #7799 SR PROJ MNGR			925				
	2019 FORD F150 1/2 TON #7803 PROJ MNGR			925				
	** NEW TRUCK PURCHASE FY26 (NO ASSET NUM YET)			925				
	** NEW TRUCK PURCHASE FY26 (NO ASSET NUM YET)			925				
				5,445				
402-1620-536.49-06	ADMINISTRATIVE CHARGES	184,140	181,525	210,055	210,055	157,545	210,055	216,355
	ESTIMATED 3% INCREASE			216,355				
	ALLOCATION WILL BE COMPLETED ONCE ALL BUDGETS ARE FINALIZED							
				216,355				
402-1620-536.49-07	COMPUTER OVERHEAD	113,800	140,725	137,975	137,975	103,482	137,975	137,975
	ESTIMATED FLAT			137,975				
				137,975				
402-1620-536.51-00	OFFICE SUPPLIES	1,658	1,659	2,890	2,890	1,034	2,890	2,890
	GENERAL OFFICE SUPPLIES - PAPER,PENS,ETC			1,505				
	SPECIAL PLOTTER PAPER, CARTRIDGES, ETC			1,385				
				2,890				
402-1620-536.52-01	GASOLINE, OIL, LUBRICANTS	3,818	3,940	5,045	5,045	2,262	5,045	5,400
	FUEL COST FOR FORD ESCAPE #7835			500				
	FUEL COST FOR FORD ESCAPE # 6820 ENGINEER-REPLACED							
	FUEL COST FOR FORD FUSION #6929 DIRECTOR/ADMIN			500				
	FUEL COST FOR FORD 150 1/2 TON #7803 PROJ MANAGER			1,100				
	FUEL COST FOR FORD 150 EXT CAB #7799 SR PROJ MNGR			1,100				
	***NEW TRUCK PURCHASED IN FY26 (NO ASSET NUM YET)			1,100				
	***NEW TRUCK PURCHASED IN FY26 (NO ASSET NUM YET)			1,100				
				5,400				
402-1620-536.52-16	PRE-EMPLOYMENT COSTS	0	0	0	0	109	0	0
402-1620-536.52-21	DEPT MATERIALS & SUPPLIES	1,224	6,569	7,190	7,190	602	7,190	1,190

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	BLUE PRINTS			630				
	SHIRT ORDERS, VISORS, ETC			275				
	HURRICANE PREPAREDNESS SUPPLIES			285				
				1,190				
402-1620-536.52-22	SAFETY SUPPLIES	0	23	515	515	0	515	515
	SAFETY SUPPLIES - VESTS, PPE ,HARD HATS ETC			115				
	BOOTS FOR PROJECTS MANAGERS (2) UT GIS			300				
	MASKS, SANATIZER, GLOVES, ETC			100				
				515				
402-1620-536.54-00	BOOKS/MEMBS/TRAINING/EDUC	1,640	2,136	2,650	2,650	2,322	2,650	2,975
	LICENSE RENEWAL STEVE ADAMS			177				
	CONFERNCE/SEMINARS FOR ADMIN STAFF			1,200				
	MEMBERSHIPS							
	-FRWA MEMBERSHIP			700				
	-FWPCOA MEMBERGSHIP - ADMIN STAFF			150				
	- FL ENG. SOCIETY MEMEBERSHIP - STEVE ADAMS			150				
	BOOKS / FIRST AID / CPR			263				
	SUN HERALD INTERNET SUBSCRIPTION			10				
	TOM SPENCER - UTILITY MNGMT CERT $125 DUE FY28							
	TOM SPENCER - A LICENSE RENEWAL $75 DUE FY27			75				
	COURT MALMBERG WD LICENSE $50 DUE FY27			50				
	COURT MALMBERG BACKFLOW CERT $200 DUE FY27			200				
	COURT MALMBERG - NOTARY - DUE FY30							
				2,975				
*	OPERATING EXPENSES	340,038	400,116	408,580	485,961	378,731	490,340	489,510
402-1620-536.64-01	AUTOS & ON-ROAD VEHICLES	0	0	143,000	143,000	60,317	111,000	0
*	CAPITAL OUTLAY	0	0	143,000	143,000	60,317	111,000	0
402-1620-536.90-01	RESERVE FOR CONTINGENCIES	0	0	50,000	0	0	0	50,000
	CONTINGENCY YEARLY			50,000				
				50,000				
*	CONTINGENCIES	0	0	50,000	0	0	0	50,000

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
**	UTILITIES ADMINISTRATION	1,131,177	1,462,168	1,890,210	1,917,591	1,233,209	1,713,855	1,850,840
	WATER TREATMENT							
402-1621-533.12-01	REGULAR SALARIES & WAGES	895,304	1,026,115	1,109,800	1,109,800	730,518	1,003,060	1,144,295
	ESTIMATE 4% MERIT INCREASE			1,144,295				
				1,144,295				
402-1621-533.14-00	OVERTIME PAY	37,751	62,516	39,000	39,000	33,069	48,000	40,000
	ESTIMATED OT			40,000				
				40,000				
402-1621-533.21-00	F I C A TAXES	67,757	79,246	83,440	83,440	54,885	76,580	85,220
	SYSTEM CALCULATION BASED ON EST WAGES AND ABTS			85,220				
				85,220				
402-1621-533.22-00	RETIREMENT CONTRIBUTION	199,714	132,370	122,405	122,405	88,128	117,505	111,705
	FROM ACTUARY REPORT-SPREAD ON EST PENSIONABLE WAGE			111,705				
				111,705				
402-1621-533.22-10	RETIREMT -DEFINED CONTRIB	11,318	8,493	7,210	7,210	5,494	7,210	7,500
	CALCULATED BASED ON EMPLOYEE % ELECTION			7,500				
				7,500				
402-1621-533.23-00	EMPLOYEE HLTH & LIFE INS	193,032	193,783	226,585	226,585	171,331	210,300	279,415
	EST 8.5% INCREASE HEALTH			279,415				
				279,415				
402-1621-533.23-02	DEP HLTH + EMPL PD LIFE	42,839	49,546	62,325	62,325	48,058	58,845	94,210
	EST 8.5% INCREASE HEALTH			94,210				
				94,210				
402-1621-533.24-00	WORKMEN'S COMP PREMIUMS	29,325	30,742	22,090	22,090	16,617	21,935	23,210

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	EST 10% INCR AND UPDATED WC RATES			23,210				
				23,210				
402-1621-533.26-00	OTHER POSTEMPLOY BENEFITS	126,897-	0	0	0	0	0	0
*	PERSONNEL SERVICES	1,350,143	1,582,811	1,672,855	1,672,855	1,148,100	1,543,435	1,785,555
402-1621-533.31-12	LABORATORY TESTING	88,718	70,117	72,100	72,100	66,183	72,100	72,100
	CREEK TESTING HBMP			45,768				
	PLANT & WELL FIELD			26,332				
				72,100				
402-1621-533.31-13	EMPLOYEE TESTING	0	0	515	515	0	515	465
	TESTING OF EMPLOYEES PER HR			465				
				465				
402-1621-533.31-14	ENGINEER CONSULTING	750,043	0	100,000	100,000	84,383	100,000	100,000
	WELLFIELD MANAGEMENT			100,000				
				100,000				
402-1621-533.32-00	ACCOUNTING & AUDITING	5,229	5,350	6,145	11,898	5,505	6,145	6,145
	EST 3% INCR. GOING TO BID SUMMER 2026			6,145				
				6,145				
402-1621-533.34-00	CONTRACTUAL SERVICES	66,905	79,711	74,055	74,055	67,505	74,055	70,405
	ELOGGER			5,200				
	MANAGER PLUS			4,000				
	120 WATER- LEAD & COPPER PROGRAM			36,300				
	ICE MACHINE CONTRACT			490				
	FIRE ALRM/ SPRINKLER INSPECTIONS			2,175				
	FIRE EXTINGUISHER SERVICE			575				
	MEMBRANE CLEANING			12,000				
	CRANE SERVICES			4,465				
	VT SCADA			5,200				
				70,405				
402-1621-533.34-04	SLUDGE HAULING	0	0	0	0	0	0	50,000

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	SLUDGE DISPOSAL- HAULING STOCKPILED SLUDGE TO DUMP			50,000				
				50,000				
402-1621-533.40-00	TRAVEL & PER DIEM	611	572	1,485	1,485	508	1,485	1,335
	TRAINING			1,335				
				1,335				
402-1621-533.41-00	COMMUNICATIONS SERVICES	20,399	20,973	23,000	23,000	16,767	23,000	20,400
	GRANITE			11,600				
	CENTRYLINK			8,080				
	CHARLOTTE COUNTY RADIO SERVICE			720				
				20,400				
402-1621-533.43-01	ELECTRICITY	709,825	748,224	821,570	821,570	579,322	845,240	887,500
	FPL ESTIMATE OF 2025& 2026 $845,240 PLUS ESTIMATED 5% INCREASE. ASSUMES ANOTHER DRY YEAR SIMILAR TO FY 2026 WHICH CAUSES INCREASE IN ELECTRIC USAGE			887,500				
				887,500				
402-1621-533.43-03	REFUSE COLLECTION	3,544	3,532	3,830	3,830	3,511	3,830	3,635
	MONTHLY SERVICE @ CURRENT 303.00/MONTH			3,635				
				3,635				
402-1621-533.44-03	EQUIPMENT LEASES	1,640	1,615	2,575	2,575	1,632	2,575	2,000
	COPIER LEASE			2,000				
				2,000				
402-1621-533.44-05	CLOTHING & UNIFORMS	1,455	1,689	2,120	2,120	2,120	2,120	1,910
	WEEKLY RENTALS			1,910				
				1,910				
402-1621-533.45-01	FIRE/GENERAL LIAB INSUR	271,908	289,765	295,460	295,460	314,094	314,095	329,800

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	EST 5% INCREASE FROM FY 26 ACTUAL			329,800				
				329,800				
402-1621-533.46-00	REPAIR & MAINTENANCE SVCS	24,254	50,235	118,820	143,158	57,181	143,160	106,940
	PUMP REPAIRS			8,000				
	MOTOR REPAIRS			6,000				
	GENERATOR MAINTENANCE			3,000				
	PRESS PARTS			2,000				
	MEMBRANES			87,940				
				106,940				
402-1621-533.46-01	REPAIR/MAINT BUILDINGS	96	0	1,060	1,060	0	1,060	950
	BUILDING REPAIRS			950				
				950				
402-1621-533.46-04	REPR/MAINT AIR CONDITION	743	2,962	1,060	4,060	3,060	4,060	955
	A/C REPAIRS			955				
				955				
402-1621-533.46-06	REPAIR/MAINT STORAGE TANK	0	32,295	66,950	66,950	20,000	66,950	137,000
	PRESSURE WASH /PAINT TWO 2.0 MGT			137,000				
				137,000				
402-1621-533.46-07	REP/MAINT INSTRUMENTATION	9,279	6,795	10,930	10,930	3,964	10,930	9,835
	SCADA PARTS			2,026				
	METER PARTS			1,046				
	ELECTRONIC EQUIPMENT PARTS			3,036				
	CAMERA PARTS			3,727				
				9,835				
402-1621-533.46-08	R&M AUTOS/TRUCKS FLEET	5,695	10,078	16,550	16,550	12,027	16,550	14,895
	FLEET REPAIRS			14,895				
				14,895				
402-1621-533.46-09	REPAIR/MNT EQUIP FLEET	7,026	3,390	13,425	13,425	12,793	13,425	12,085

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	REPAIRS BY 1621			12,085				
				12,085				
402-1621-533.46-13	REPAIR/MNT VEH & EQP DEPT	500	1,262	2,060	2,060	1,807	2,060	1,855
	REPAIRS BY DEPARTMENT			1,855				
				1,855				
402-1621-533.49-06	ADMINISTRATIVE CHARGES	529,330	565,640	546,180	546,180	409,635	546,180	562,565
	EST 3% INCREASE ALLOCATION WILL BE COMPLETED ONCE ALL BUDGETS ARE FINALIZED			562,565				
				562,565				
402-1621-533.49-07	COMPUTER OVERHEAD	113,575	142,450	141,860	141,860	106,398	141,860	141,860
	EST FLAT ALLOCATION IS COMPLETED ONCE ALL BUDGETS ARE FINALIZED			141,860				
				141,860				
402-1621-533.49-17	PERMIT FEES	6,550	6,550	7,005	7,005	550	7,005	7,005
	DEP			6,000				
	STORAGE TANKS			505				
	LAB			500				
				7,005				
402-1621-533.51-00	OFFICE SUPPLIES	387	712	515	515	179	515	465
	OFFICE SUPPLIES			465				
				465				
402-1621-533.52-01	GASOLINE, OIL, LUBRICANTS	16,281	20,090	23,690	23,690	23,423	23,690	24,000
	GAS			9,900				
	DIESEL			13,390				
	OIL AND LUBRICANTS			710				
				24,000				

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402-1621-533.52-11	CHEMICALS	962,873	1,045,337	1,088,515	1,088,515	1,069,163	1,088,515	1,088,515
	ALUM			398,055				
	BLEACH PLANT			269,800				
	BLEACH REMOTES			92,320				
	LIQUID AMMONIA			37,520				
	SULFURIC ACID			33,000				
	CAUSTIC SODA			154,000				
	ANTISCALANT			43,820				
	STABILIZER			12,000				
	PRESS POLY			44,000				
	PLANT POLY			4,000				
				1,088,515				
402-1621-533.52-13	CHEMICALS - LABORATORY	12,326	12,694	10,300	10,300	14,713	14,450	14,700
	LAB CHEMICALS			14,700				
				14,700				
402-1621-533.52-16	PRE-EMPLOYMENT COSTS	235	925	530	530	581	530	475
	TESTS			475				
				475				
402-1621-533.52-21	DEPT MATERIALS & SUPPLIES	93,170	82,726	113,690	110,690	56,652	110,690	102,290
	SCREENINGS			12,000				
	BUILDING SUPPLIES			5,000				
	GROUND MAINTENANCE			7,500				
	HARDWARE			3,300				
	PLUMBING			6,000				
	HAND TOOLS			3,000				
	ELECTRICAL SUPPLIES			5,000				
	RO PARTS			34,600				
	REPAIR KITS-PUMPS			5,170				
	GENERAL REPAIR PARTS			16,520				
	SC 200 CONTROLLER			4,200				
				102,290				
402-1621-533.52-22	SAFETY SUPPLIES	2,806	4,168	1,060	1,060	770	1,060	955
	PPE			955				

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
				955				
402-1621-533.52-24	CLOTHING & UNIFORMS	9-	11-	0	0	0	0	0
402-1621-533.52-32	LABORATORY SUPPLIES	6,632	8,986	10,610	10,610	4,050	10,610	9,555
	LAB SUPPLIES			9,555				
				9,555				
402-1621-533.54-00	BOOKS/MEMBS/TRAINING/EDUC	8,275	5,175	10,875	10,875	7,640	10,875	7,115
	TRAINING			2,315				
	EXAM FEES			1,000				
	MEMBERSHIPS			1,000				
	CERTIFICATION COURSES			1,500				
	LICENSE FEES			1,300				
				7,115				
402-1621-533.54-02	SAFETY TRAINING	63	0	855	855	0	855	770
	SAFETY TRAINING			770				
				770				
*	OPERATING EXPENSES	3,720,364	3,224,007	3,589,395	3,619,486	2,946,116	3,660,190	3,790,480
402-1621-533.64-01	AUTOS & ON-ROAD VEHICLES	0	0	55,000	55,000	12,956	55,000	103,100
	GATOR REPLACEMENT			13,000				
	JD TRACTOR REPLACEMENT			90,100				
				103,100				
402-1621-533.64-03	EQUIPMENT	0	369,050	203,000	253,099	129,879	253,100	145,000
	PUMPS, MOTORS, VFD, VALVE REPLACEMENT, RO COMPONEN			125,000				
	REPLACEMENT AIR COMPRESSOR			20,000				
				145,000				
402-1621-533.64-20	COMPUTER EQUIPMENT	0	0	0	0	0	0	10,000
	REPLACEMENT (3) SCADA SERVERS			10,000				
				10,000				

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*	CAPITAL OUTLAY	0	369,050	258,000	308,099	142,835	308,100	258,100
**	WATER TREATMENT	5,070,507	5,175,868	5,520,250	5,600,440	4,237,051	5,511,725	5,834,135
	WASTEWATER COLLECTION							
402-1622-536.12-01	REGULAR SALARIES & WAGES	925,292	1,050,447	1,077,115	1,077,115	763,746	1,023,840	1,109,415
	ESTIMATE 4% MERIT INCREASE			1,109,415				
				1,109,415				
402-1622-536.12-03	SPECIAL DETAIL	10,594-	280-	40,000	0	2,252-	2,250-	0
	ROW RESTORATION WORK (INCLUDED IN ACCOUNT 3400)							
402-1622-536.14-00	OVERTIME PAY	93,220	83,624	99,870	99,870	60,632	99,870	99,870
	WASTEWATER RELATED CALLS			85,870				
	ON CALL			12,000				
	PRETREATMENT RELATED			2,000				
				99,870				
402-1622-536.21-00	F I C A TAXES	75,744	84,436	87,250	87,250	61,277	84,680	89,730
	SYSTEM CALCULATION BASED ON EST WAGES AND ABTS			89,730				
				89,730				
402-1622-536.22-00	RETIREMENT CONTRIBUTION	287,827	131,230	128,170	128,170	92,286	123,050	120,125
	FROM ACTUARY REPORT-SPREAD ON EST PENSIONABLE WAGE			120,125				
				120,125				
402-1622-536.22-10	RETIREMT -DEFINED CONTRIB	6,875	7,680	10,265	10,265	4,870	7,520	5,890
	CALCULATED BASED ON EMPLOYEE % ELECTION			5,890				
				5,890				
402-1622-536.23-00	EMPLOYEE HLTH & LIFE INS	223,794	232,596	258,345	258,345	198,184	243,785	279,665
	EST 8.5% INCREASE HEALTH			279,665				
				279,665				

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402-1622-536.23-02	DEP HLTH + EMPL PD LIFE	22,526	23,848	30,995	30,995	23,929	30,580	41,985
	EST 8.5% INCREASE HEALTH			41,985				
				41,985				
402-1622-536.24-00	WORKMEN'S COMP PREMIUMS	22,157	26,073	23,295	23,295	17,380	22,985	22,700
	EST 10% INCR AND UPDATED WC RATES			22,700				
				22,700				
402-1622-536.26-00	OTHER POSTEMPLOY BENEFITS	35,216-	0	0	0	0	0	0
*	PERSONNEL SERVICES	1,611,625	1,639,654	1,755,305	1,715,305	1,220,052	1,634,060	1,769,380
402-1622-536.31-13	EMPLOYEE TESTING	0	0	310	310	0	310	310
	DTIVERS LICENSE CHECK 15 @ 20.00			310				
				310				
402-1622-536.31-14	ENGINEER CONSULTING	45,190	0	0	0	0	0	0
402-1622-536.32-00	ACCOUNTING & AUDITING	2,750	2,814	3,230	6,256	2,895	3,230	3,230
	EST 3% INCREASE. GOING OUT TO BID SUMMER 2026			3,230				
				3,230				
402-1622-536.34-00	CONTRACTUAL SERVICES	45,373	51,938	36,595	76,295	44,349	76,595	76,595
	LOCATE CALLS (811) SUNSHINE ONE CALL			3,235				
	EMERGENCY ROAD REPAIR			5,000				
	MISC. CONTRACTUAL SERVICES			15,000				
	DENSITY TEST			1,500				
	DIRECTIONAL DRILL			2,500				
	EMERGENCY SOD RESTORATION			2,000				
	SHELL			8,580				
	ROCK			8,580				
	DIRT			7,500				
	ROW RESTORARTION WORK FOR WWC			22,700				
				76,595				
402-1622-536.40-00	TRAVEL & PER DIEM	2,413	1,433	4,370	4,370	477	4,370	4,370
	LODGING, 190 PER DAY X 5 DAYS (X3)			2,850				

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	MEALS, 36.00 PER DAY X 5 DAYS X 6 EMPLOYEES			1,080				
	TRAVEL EXPENSES - MILEAGE, TOLLS, PARKING, ETC			440				
				4,370				
402-1622-536.41-00	COMMUNICATIONS SERVICES	4,739	5,050	4,000	4,000	2,636	4,560	4,680
	MONTHLY CELLULAR PHONE BILLS, 9 PHONES			3,780				
	AIR CARD FEES FOR LAP TOPS			900				
				4,680				
402-1622-536.43-01	ELECTRICITY	149,129	143,565	160,345	160,345	102,177	160,345	168,360
	ELECTRICITY FOR 124 LIFT STATION			160,345				
	EST 5% INCREASE			8,015				
				168,360				
402-1622-536.44-03	EQUIPMENT LEASES	1,151	1,888	2,075	2,075	1,461	2,075	2,075
	MISC. EQUIPMENT RENTALS			1,000				
	KONICA MINOLTA BUSSINESS			869				
	QUALPATH INC			206				
				2,075				
402-1622-536.44-05	CLOTHING & UNIFORMS	1,744	1,704	1,955	1,955	1,955	1,955	1,955
	UNIFORM LEASE 91.00 PER MONTH X 16			1,455				
	NEW HIRE & SIZE CHANGES			500				
				1,955				
402-1622-536.44-08	RIGHT-OF-WAY (R/R X'ING)	100	100	300	300	300	300	300
	RECURRING ANNUAL COST FOR R/R X'ING 6 X 50.00			300				
	AGREEMENT NO / DESCRIPTION / MILE POST NO							
	** SBD 10519 / PALMERA DR / AX 938.05 / JULY-JUNE							
	** SBD 10162 / RIO VILLA DR / AX939.02 / MAY-APRIL							
				300				
402-1622-536.45-01	FIRE/GENERAL LIAB INSUR	150,747	163,312	167,240	167,240	151,799	173,800	182,490
	EST 5% INCR FROM FY 26 PROJECTION			182,490				
				182,490				

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
402-1622-536.46-00	REPAIR & MAINTENANCE SVCS	794	7,127	9,140	6,140	3,491	6,140	6,140
	GAS MONITORS			900				
	TV INSPECTION EQUIPMENT			1,600				
	ANNUAL SUPPORT FOR TELEVISING EQUIPMENT			1,600				
	LINKO ANNUAL SUPPORT			1,000				
	SAFETY EQUIPMENT			1,040				
				6,140				
402-1622-536.46-05	REPAIR/MAINT LIFT STATION	87,074	84,843	90,045	90,045	76,923	90,045	90,045
	LIFTSTATION MAINTENANCE			45,320				
	REPLACE PUMPS AND SPARE PUMPS			44,723				
				90,043				
402-1622-536.46-07	REP/MAINT INSTRUMENTATION	10,512	12,017	18,350	8,350	8,531	8,365	8,840
	REPAIR AND MAINTENANCE OF DATA FLOW EQUIPMENT			8,000				
	BY-PASS PUMP TELEMETRY ANNUAL SERVICE FEE			840				
				8,840				
402-1622-536.46-08	R&M AUTOS/TRUCKS FLEET	50,145	53,917	60,015	73,015	52,336	73,015	76,500
	UNIT # 9037			3,500				
	UNIT # 6991			2,000				
	UNIT # 7820			6,000				
	UNIT # 6959			3,000				
	UNIT # 7846			6,000				
	UNIT # 7795			6,000				
	UNIT # 7865			3,000				
	UNIT # 7905			15,000				
	UNIT # 6824			3,500				
	UNIT # 6989			15,000				
	UNIT # 9059			3,500				
	UNFORSEEN REPAIRS			10,000				
				76,500				
402-1622-536.46-09	REPAIR/MNT EQUIP FLEET	4,536	9,603	21,640	21,640	20,078	21,640	24,090
	TRAILER # 5496 P.M. AND REPAIRS			700				
	(2) GAS SAWS			275				
	(2) CHAIN SAWS			275				
	GENERATOR (75KW) # 2342			2,000				

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	GENERATOR (150KW) # 4427			2,100				
	GENERATOR (HONDA) # 3320			200				
	(14) STATIONARY GENERATORS			6,000				
	6" VACUUM PUMP (GODWIN)			800				
	MINI EXCAVATOR (2)			3,000				
	LINK BELT EXCAVATOR UNIT # 5495			5,000				
	GENERATOR (70KW) 7796			1,240				
	SKID STEER			2,500				
				24,090				
402-1622-536.46-13	REPAIR/MNT VEH & EQP DEPT	3,318-	3,477	4,300	4,300	3,112	4,300	4,300
	MAINTENANCE AND REPAIRS MADE BY DIV.			4,300				
				4,300				
402-1622-536.49-06	ADMINISTRATIVE CHARGES	324,260	360,355	351,615	351,615	263,709	351,615	362,165
	EST 3% INCREASE			362,165				
	ALLOCATION WILL BE COMPLETED ONCE ALL BUDGETS ARE FINALIZED							
				362,165				
402-1622-536.49-07	COMPUTER OVERHEAD	118,520	169,675	170,870	170,870	128,151	170,870	170,870
	ESTIMATED FLAT			170,870				
	ALLOCATION WILL BE COMPLETED ONCE ALL BUDGETS ARE FINALIZED							
				170,870				
402-1622-536.49-13	LANDFILL FEES	7,568	3,060	7,160	7,160	5,000	7,160	7,160
	DISPOSAL OF DEBRIS AND WASTE			7,160				
				7,160				
402-1622-536.52-01	GASOLINE, OIL, LUBRICANTS	47,214	50,389	60,625	60,625	22,613	60,625	60,625
	UNLEAD GAS 4650 GAL. ANNUAL			16,835				
	DIESEL 8000 GAL. ANNUAL			43,790				
				60,625				
402-1622-536.52-16	PRE-EMPLOYMENT COSTS	409	492	500	500	249	500	500

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	PRE-EMPLOYMENT TESTING			500				
				500				
402-1622-536.52-21	DEPT MATERIALS & SUPPLIES	59,935	62,964	64,500	64,500	34,189	64,500	64,500
	NORMAL OPERATING EXPENCES SEWER PIPE, FITTINGS, HAND TOOLS, HARDWARE ITEMS AND CITY WAREHOUSE ITEMS AND SMALL EQUIPMENT PURCHASES			64,500				
				64,500				
402-1622-536.52-22	SAFETY SUPPLIES	6,792	8,367	10,455	10,455	10,418	10,455	10,455
	PERSONAL PROTECTIVE EQUIPMENT SAFETY GLASSES, GLOVES, HARD HATS, GOGGLES, RESPORATORS, ETC			3,605				
	FALL PROTECTION INSPECTIONS AND REPAIRS			1,650				
	SMALL EQUIPMENT REPLACEMENTS			5,200				
				10,455				
402-1622-536.52-24	CLOTHING & UNIFORMS	0	0	850	1,150	0	850	500
	UNIFORM / CLOTHING PURCHASES			500				
				500				
402-1622-536.54-00	BOOKS/MEMBS/TRAINING/EDUC	3,725	6,396	5,060	5,060	1,365	5,060	5,060
	FW&PCOA TRAINING COURSES			2,270				
	MISC. SEMINARS AND COURSES OF JOB RELATED INTEREST			2,235				
	PRETREATMENT TRAINING			555				
				5,060				
402-1622-536.54-02	SAFETY TRAINING	1,875	3,102	4,000	4,000	3,860	4,000	4,000
	CONFINED SPACE TRAINING CERTIFICATION			1,850				
	TRENCHING & SHORING			1,550				
	MOT TRAINING			600				
				4,000				
*	OPERATING EXPENSES	1,123,377	1,207,588	1,259,545	1,302,571	942,074	1,306,680	1,340,115

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
402-1622-536.64-01	AUTOS & ON-ROAD VEHICLES	0	0	0	78,786	78,786	78,785	95,000
	REPLACE UNIT #6824 WITH 1 1/2 TON SERVICE TRUCK			95,000				
				95,000				
402-1622-536.64-03	EQUIPMENT	0	88,208	250,000	250,000	0	250,000	112,000
	REPLACE UNIT#6909 W/ EQUAL (DUMP TRAILER)			12,000				
	REPLACE UNIT#5495 LG EXCAVATOR W/DIV1626			100,000				
				112,000				
*	CAPITAL OUTLAY	0	88,208	250,000	328,786	78,786	328,785	207,000
**	WASTEWATER COLLECTION	2,735,002	2,935,450	3,264,850	3,346,662	2,240,912	3,269,525	3,316,495
	WASTEWATER TREATMENT							
402-1625-535.12-01	REGULAR SALARIES & WAGES	921,409	1,016,593	1,049,455	1,049,455	647,420	900,195	1,018,165
	ESTIMATE 4% MERIT INCREASE			1,018,165				
				1,018,165				
402-1625-535.14-00	OVERTIME PAY	63,530	70,085	48,655	48,655	41,593	80,000	50,000
	I AM NOT FULLY STAFFED COVER SHIFTS			50,000				
	FINANCED REDUCED $10,000. IF POSITIONS NOT FILLED							
	WILL MOVE FUNDS FROM REGULAR SALARIES							
				50,000				
402-1625-535.21-00	F I C A TAXES	73,337	81,131	81,825	81,825	51,171	74,185	79,380
	SYSTEM CALCULATION BASED ON EST WAGES AND ABTS			79,380				
				79,380				
402-1625-535.22-00	RETIREMENT CONTRIBUTION	166,792	112,385	108,550	108,550	78,156	104,210	109,225
	FROM ACTUARY REPORT-SPREAD ON EST PENSIONABLE WAGE			109,225				
				109,225				
402-1625-535.22-10	RETIREMT -DEFINED CONTRIB	29,280	14,515	17,470	17,470	804	275	0
402-1625-535.23-00	EMPLOYEE HLTH & LIFE INS	190,896	216,704	228,190	228,190	143,437	183,970	231,145

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	EST 8.5% INCREASE HEALTH			231,145				
				231,145				
402-1625-535.23-02	DEP HLTH + EMPL PD LIFE	25,287	21,774	22,380	22,380	18,448	22,380	51,805
	EST 8.5% INCREASE HEALTH			51,805				
				51,805				
402-1625-535.24-00	WORKMEN'S COMP PREMIUMS	20,528	22,262	20,600	20,600	15,355	20,315	19,410
	EST 10% INCR AND UPDATED WC RATES			19,410				
				19,410				
402-1625-535.26-00	OTHER POSTEMPLOY BENEFITS	11,721	0	0	0	0	0	0
*	PERSONNEL SERVICES	1,502,780	1,555,449	1,577,125	1,577,125	996,384	1,385,530	1,559,130
402-1625-535.31-12	LABORATORY TESTING	16,808	25,121	30,900	30,900	28,225	30,900	27,810
	LAB PLANT TESTING,FIELD TESTING			27,810				
				27,810				
402-1625-535.31-13	EMPLOYEE TESTING	59	0	560	560	0	560	505
	EMPLOYEE TESTING			505				
				505				
402-1625-535.31-14	ENGINEER CONSULTING	0	0	60,000	60,000	0	60,000	54,000
	ROYAL CONSULTING NUTRIENT MANAGEMENT UPDATE YEARLY PER 62-640.5			54,000				
				54,000				
402-1625-535.32-00	ACCOUNTING & AUDITING	5,229	5,350	6,150	11,903	5,505	6,150	6,150
	EST 3% INCREASE. GOING OUT TO BID SUMMER 2026			6,150				
				6,150				
402-1625-535.34-00	CONTRACTUAL SERVICES	69,025	18,348	319,330	340,705	121,648	340,705	340,000

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	DITCH CLEANING POSTMAN LAND SERVICE,PENCE LAWN PORT CHARLOTTE AC TREAT AND REMOVE EXOTIC PLANTS UNDER NEW LEASE FWC			340,000				
				340,000				
402-1625-535.34-04	SLUDGE HAULING	9,494	51,274	300,000	450,000	208,030	450,000	450,000
	SLUDGE HAULING SYNGRO 6MILLION GALLONS			450,000				
				450,000				
402-1625-535.34-19	FIELD IMPROVEMENTS	9,000	15,000	178,955	153,955	50,000	228,955	161,060
	DOLIMITE FOR PH CONTROL WEED SPRAYING			161,060				
				161,060				
402-1625-535.40-00	TRAVEL & PER DIEM	1,425	3,551	3,000	3,000	908	3,000	2,700
	FWPCOA CLASS			2,700				
				2,700				
402-1625-535.41-00	COMMUNICATIONS SERVICES	21,512	21,734	23,250	23,250	18,958	23,250	23,250
	PHONES ,TABLETS, FIBER (GRANITE, CENTURYLINK, VERIZON)			23,250				
				23,250				
402-1625-535.43-01	ELECTRICITY	402,456	420,627	459,595	459,595	284,788	423,515	444,700
	ELECTRICITY (EST 5% INCR FROM FY 26 PROJECTION)			444,700				
				444,700				
402-1625-535.43-03	REFUSE COLLECTION	10,596	15,682	11,800	11,800	11,000	11,800	10,620
	DUMPSTER GRIT WASTE			10,620				
				10,620				
402-1625-535.44-03	EQUIPMENT LEASES	98,040	33,792	37,360	37,360	32,622	37,360	33,625
	MASTER BLOWER SCRUBBER			33,625				
				33,625				

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402-1625-535.44-05	CLOTHING & UNIFORMS	1,072	973	2,400	2,400	1,200	2,400	2,160
	EMPLOYEE UNIFORM			2,160				
				2,160				
402-1625-535.45-01	FIRE/GENERAL LIAB INSUR	201,860	216,711	225,130	225,130	200,631	214,635	225,365
	EST 5% INCREASE FROM FY 2026 PROJECTION			225,365				
				225,365				
402-1625-535.46-00	REPAIR & MAINTENANCE SVCS	256,416	156,834	158,445	169,445	88,239	169,445	142,600
	REPAIR OF PUMP, MOTORS, EQUIPMENT			142,600				
				142,600				
402-1625-535.46-01	REPAIR/MAINT BUILDINGS	415	1,210	17,480	17,480	380	17,480	15,730
	ROOFS, BUILDINGS			15,730				
				15,730				
402-1625-535.46-04	REPR/MAINT AIR CONDITION	1,004	2,106	2,945	2,945	2,000	2,945	2,650
	AIR CONDITIONER REPAIRS			2,650				
				2,650				
402-1625-535.46-07	REP/MAINT INSTRUMENTATION	6,351	13,929	14,850	19,850	10,981	14,850	13,365
	REPAIR OF INSTURMENT			13,365				
				13,365				
402-1625-535.46-08	R&M AUTOS/TRUCKS FLEET	12,556	7,506	9,860	19,860	17,743	19,860	8,875
	AUTO/ TRUCK			8,875				
				8,875				
402-1625-535.46-09	REPAIR/MNT EQUIP FLEET	23,758	30,868	12,340	22,340	17,170	22,340	11,105
	FLEET REPAIRS			11,106				
				11,106				

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402-1625-535.46-13	REPAIR/MNT VEH & EQP DEPT	4,145	423	11,080	11,080	1,150	11,080	9,975
	IN HOUSE REPAIRS OF VEHICLES & EQUIP			9,975				
				9,975				
402-1625-535.49-06	ADMINISTRATIVE CHARGES	518,595	524,845	492,945	492,945	369,711	492,945	507,735
	EST 3% INCREASE ALLOCATION WILL BE COMPLETED ONCE ALL BUDGETS ARE FINALIZED			507,735				
				507,735				
402-1625-535.49-07	COMPUTER OVERHEAD	144,095	171,595	170,965	170,965	128,223	170,965	170,965
	ESTIMATED FLAT ALLOCATION WILL BE COMPLETED ONCE ALL BUDGETS ARE FINALIZED			170,965				
				170,965				
402-1625-535.49-17	PERMIT FEES	125	125	7,660	7,660	0	7,660	6,895
	PERMIT FEES			6,895				
				6,895				
402-1625-535.51-00	OFFICE SUPPLIES	1,049	1,112	1,120	1,120	598	1,120	1,120
	OFFICE SUPPLY			1,120				
				1,120				
402-1625-535.52-01	GASOLINE, OIL, LUBRICANTS	37,690	27,712	51,875	51,875	42,739	51,875	51,355
	OIL, GAS ,DESIEL 10% INCREASE			51,355				
				51,355				
402-1625-535.52-11	CHEMICALS	593,292	565,739	566,500	636,500	616,076	566,500	592,000
	EVOQUE ORDOR CONTROL MASTER / BOOSTER 4.5% UP			592,000				
				592,000				
402-1625-535.52-13	CHEMICALS - LABORATORY	3,458	1,968	2,945	2,945	2,820	2,945	2,650

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	TEST REAGENTS, BUFFERS			2,650				
				2,650				
402-1625-535.52-16	PRE-EMPLOYMENT COSTS	314	100	410	410	739	740	370
	PRE EMPLOYENT TESTING			370				
				370				
402-1625-535.52-21	DEPT MATERIALS & SUPPLIES	34,669	29,940	37,130	37,130	20,887	37,130	34,000
	MAINTANCE SUPPLIES ,BLADES, TOOLS			34,000				
				34,000				
402-1625-535.52-22	SAFETY SUPPLIES	3,602	2,599	12,675	12,675	1,658	12,675	11,410
	SAFETY SUPPLIES PPE, GLOVES, HARNEST, GAS TECH.			11,410				
				11,410				
402-1625-535.52-32	LABORATORY SUPPLIES	12,453	9,294	9,785	9,785	8,666	9,785	8,805
	MICROSCOPE, PH METER, CL2 METER			8,805				
				8,805				
402-1625-535.54-00	BOOKS/MEMBS/TRAINING/EDUC	4,716	8,433	10,340	10,340	3,034	10,340	9,305
	SCHOOLS ,BOOKS, MEMBERSHIPS			9,305				
				9,305				
402-1625-535.54-02	SAFETY TRAINING	0	495	5,305	5,305	0	5,305	4,775
	SAFETY TRAINING			4,775				
				4,775				
*	OPERATING EXPENSES	2,505,279	2,384,996	3,255,085	3,513,213	2,296,329	3,461,215	3,387,630
402-1625-535.64-01	AUTOS	0	56,669	0	293,000	0	293,000	0
402-1625-535.64-03	EQUIPMENT	0	82,496	150,000	290,000	192,475	290,000	260,000
	LAWN MOWER PUMPS, BLOWERS			250,000				

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	TRAILER UTILITIES			10,000				
				260,000				
*	CAPITAL OUTLAY	0	139,165	150,000	583,000	192,475	583,000	260,000
**	WASTEWATER TREATMENT	4,008,059	4,079,610	4,982,210	5,673,338	3,485,188	5,429,745	5,206,760
	WATER DISTRIBUTION							
402-1626-536.12-01	REGULAR SALARIES & WAGES	690,811	890,794	1,088,825	1,088,825	717,715	984,215	1,132,270
	ESTIMATE 4% MERIT INCREASE			1,132,270				
				1,132,270				
402-1626-536.12-03	SPECIAL DETAIL	15,511-	0	40,000	0	2,222-	2,225-	0
	ROW RESTORATION (MOVED TO ACCOUNT 3400)							
402-1626-536.14-00	OVERTIME PAY	98,776	78,195	89,500	89,500	34,215	89,500	89,500
	ONCALL - 5.25 HRS X 52 WKS = 273 HRS X $37.44 + 3%			10,527				
	WATER RELATED CALLS			56,921				
	WASTEWATER RELATED CALLS			2,450				
	PROJECTS & MISC OT CALLS			6,819				
	TASTE AND ODOR AND LINE FLUSHING			3,409				
	LOW PRESSURE CALLS			2,556				
	PRECAUTIONARY BOIL WATER NOTICES			3,409				
	RECISSION NOTICES			3,409				
				89,500				
402-1626-536.21-00	F I C A TAXES	59,139	73,148	88,365	88,365	56,378	78,425	90,945
	SYSTEM CALCULATION BASED ON EST WAGES AND ABTS			90,945				
				90,945				
402-1626-536.22-00	RETIREMENT CONTRIBUTION	169,331	114,680	118,075	118,075	85,014	113,355	108,820
	FROM ACTUARY REPORT-SPREAD ON EST PENSIONABLE WAGE			108,820				
				108,820				
402-1626-536.22-10	RETIREMT -DEFINED CONTRIB	5,643	11,716	14,975	14,975	9,393	14,975	13,285

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	CALCULATED BASED ON EMPLOYEE % ELECTION			13,285				
				13,285				
402-1626-536.23-00	EMPLOYEE HLTH & LIFE INS	164,218	213,562	303,825	303,825	201,370	257,190	313,635
	EST 8.5% INCREASE HEALTH			313,635				
				313,635				
402-1626-536.23-02	DEP HLTH + EMPL PD LIFE	13,847	13,877	60,940	60,940	13,156	26,880	47,770
	EST 8.5% INCREASE HEALTH			47,770				
				47,770				
402-1626-536.24-00	WORKMEN'S COMP PREMIUMS	25,648	27,068	21,075	21,075	15,803	20,875	23,675
	EST 10% INCR AND UPDATED WC RATES			23,675				
				23,675				
402-1626-536.26-00	OTHER POSTEMPLOY BENEFITS	28,614-	0	0	0	0	0	0
*	PERSONNEL SERVICES	1,183,288	1,423,040	1,825,580	1,785,580	1,130,822	1,583,190	1,819,900
402-1626-536.31-13	EMPLOYEE TESTING	0	0	155	155	0	155	155
	DRIVERS LICENSE CHECKS			155				
				155				
402-1626-536.32-00	ACCOUNTING & AUDITING	2,750	2,814	3,235	6,261	2,895	3,235	3,235
	EST 3% INCREASE. GOING OUT TO BID SUMMER 2026			3,235				
				3,235				
402-1626-536.34-00	CONTRACTUAL SERVICES	418,487	298,536	564,660	629,356	264,642	314,355	160,275
	UT EXCAVATION SERVICES - 811			4,487				
	LARGE ROAD PAVING RESTORATION SERVICES			15,243				
	RIGHT OF WAY RESTORATION SERVICES			40,000				
	DENSITY & COMPACTION TESTS			3,098				
	DIRECTIONAL BORE SERVICES			19,918				
	CLEANING SERVICES CONTRACT			2,910				
	AC REPAIRS SERVICES			2,504				
	PEST CONTROL SERVICE			565				

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	ZENNER CONTRACT			28,000				
	BEE REMOVAL SERVICES (METERS)			3,000				
	ICE MACHINE SERVICE			550				
	ROW RESTORATION WORK FOR WD			40,000				
				160,275				
402-1626-536.34-91	METER READING	0	0	0	275,000	200,000	275,000	275,000
	METER READING SERVICES			275,000				
				275,000				
402-1626-536.40-00	TRAVEL & PER DIEM	975	954	2,215	2,215	240	2,215	2,215
	LODGING 120.18 DAILY			1,680				
	MEALS 38.38 DAY			535				
				2,215				
402-1626-536.41-00	COMMUNICATIONS SERVICES	3,312	4,409	3,185	3,185	3,015	7,000	10,080
	CELLULAR SERVICES AND DEVICE SERVICE (INCLUDES ADDED DEVICES)			10,080				
				10,080				
402-1626-536.43-01	ELECTRICITY	4,836	4,716	5,150	5,150	3,063	5,150	5,150
	SHARE OF ELECTRICAL COST FOR COOPER ST BUILDING			5,150				
				5,150				
402-1626-536.44-03	EQUIPMENT LEASES	2,013	2,261	2,525	2,525	2,094	2,525	2,525
	RENTAL/LEASED EQUIPMENT OR MATERIALS			2,525				
				2,525				
402-1626-536.44-05	CLOTHING & UNIFORMS	2,393	2,963	2,625	2,625	2,625	3,100	3,100
	UNIFORM COST FOR DIVISION EMPLOYEES			3,100				
				3,100				
402-1626-536.44-08	RIGHT-OF-WAY (R/R X'ING)	786	806	1,030	1,030	830	1,030	1,030
	RAILROAD CROSSING PERMITS			1,030				

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	AGREE NO / DESCREPTION / MILE POST R/R XING /MONTH ** SBD 8109 / TAYLOR RD / ACLINE WM CROSSING / AX 942.12 JULY - JUNE ** SBD 8110 / ACLINE WM CROSSING / AX 940.52 JULY-JUNE ** SGLR0057 / BOCA GRANDE BLVD WM CROSSING / AX 9373 JUNE - JULY							
				1,030				
402-1626-536.45-01	FIRE/GENERAL LIAB INSUR	57,215	62,364	66,475	66,475	60,445	64,445	67,665
	EST 5% INCREASE ON FY 26 PROJECTED			67,665				
				67,665				
402-1626-536.46-08	R&M AUTOS/TRUCKS FLEET	29,053	68,133	65,000	65,000	47,914	65,000	65,000
	REPAIR AND MAINTENANCE OF 13 VEHICLES			65,000				
				65,000				
402-1626-536.46-09	REPAIR/MNT EQUIP FLEET	14,520	34,526	19,695	19,695	18,567	19,695	19,695
	REPAIR AND MAINTENANCE OF HEAVY EQUIPMENT (6)			19,695				
				19,695				
402-1626-536.46-17	REPAIR/MNT WATER LINES	51,953	51,533	80,000	80,000	67,308	80,000	80,000
	REPAIR OF WATER LINES			40,000				
	REPAIR/REPLACEMENT OF APPURTENANCES			40,000				
				80,000				
402-1626-536.46-18	R & M - METERS	9,852	9,515	10,940	10,940	4,626	10,940	10,940
	REPLACE LARGE SENSUS WATER METER REGISTERS			6,410				
	SHIPPING COSTS FOR ZENNER RMA			4,530				
				10,940				
402-1626-536.49-06	ADMINISTRATIVE CHARGES	304,865	384,105	396,615	396,615	297,459	396,615	408,515
	EST 3% INCREASE ALLOCATION WILL BE COMPLETED ONCE ALL BUDGETS ARE FINALIZED			408,515				

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
				408,515				
402-1626-536.49-07	COMPUTER OVERHEAD	113,650	163,730	179,340	179,340	134,505	179,340	179,340
	EST FLAT ALLOCATION WILL BE COMPLETED ONCE ALL BUDGETS ARE FINALIZED			179,340				
				179,340				
402-1626-536.49-13	LANDFILL FEES	1,508	3,060	5,970	5,970	5,000	6,150	6,150
	DEBRIS REMOVAL / LANDFIL FEES			6,150				
				6,150				
402-1626-536.51-00	OFFICE SUPPLIES	605	326	1,700	1,700	182	1,700	1,700
	OFFICE SUPPLIES FOR WATER DISTRIBUTION			1,700				
				1,700				
402-1626-536.52-01	GASOLINE, OIL, LUBRICANTS	37,192	39,166	43,600	43,600	24,218	43,600	43,600
	VEHICLE AND EQUIPMENT FUEL			43,600				
				43,600				
402-1626-536.52-16	PRE-EMPLOYMENT COSTS	842	698	545	545	0	545	545
	PRE-EMPLOYMENT TESTING			545				
				545				
402-1626-536.52-21	DEPT MATERIALS & SUPPLIES	133,885	154,915	176,700	176,700	107,757	176,700	176,700
	SOD			7,714				
	CONCRETE			4,605				
	PLUMBING SUPPLIES			14,854				
	SHELL AND FILL			7,713				
	STONE AND ROCK			6,907				
	UTILITY FITTING AND MISC SUPPLIES			102,440				
	*WATER METER SUPPLIES			21,966				
	FIRE HYDRANT REPAIR PARTS			10,501				
				176,700				
402-1626-536.52-22	SAFETY SUPPLIES	3,219	3,050	2,980	2,980	1,199	2,980	2,980

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	SAFETY SHOE REIMBURSEMENT			1,872				
	PPE SUPPLIES			1,108				
				2,980				
402-1626-536.52-24	CLOTHING & UNIFORMS	0	59-	0	0	0	0	0
402-1626-536.52-30	METERS	60,974	68,327	76,985	76,985	43,158	76,985	76,985
	WATER METERS			76,985				
				76,985				
402-1626-536.52-39	CROSS CONNECT CONTROL MTL	4,662	4,695	5,150	5,150	225	7,000	10,000
	CROSS CONNECTION CONTROL PROGRAM			10,000				
				10,000				
402-1626-536.54-00	BOOKS/MEMBS/TRAINING/EDUC	8,201	14,189	9,690	9,690	5,076	9,690	9,690
	WATER DISTRIBUTION SYSTEM OPERATOR TRAINING			2,525				
	CROSS CONNECTION CONTROL CONFERENCE			445				
	FW & PCOA MEMBERSHIPS			424				
	AWWA MEMBERSHIPS			210				
	AMERICAN BACKFLOW PREVENTION ASSOCIATION			86				
	CDL TRAINING			6,000				
				9,690				
402-1626-536.54-02	SAFETY TRAINING	0	0	1,790	1,790	750	1,790	1,790
	RE-CERTIFICATION & TRAINING WD STAFF			1,790				
				1,790				
*	OPERATING EXPENSES	1,267,748	1,379,732	1,727,955	2,070,677	1,297,793	1,756,940	1,624,060
402-1626-536.64-01	AUTOS & ON-ROAD VEHICLES	0	63,512	160,000	388,983	321,594	388,985	154,000
	REPLACE TRUCK #5518 W/ NEW 4X4 1 TON CREW CAB UTILITY TRUCK			99,000				
	REPLACE TRUCK #6985 W/ NEW 3/4 TON TRANSIT VAN			55,000				
				154,000				
402-1626-536.64-03	EQUIPMENT	0	118,682	0	0	0	0	184,000

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	REPLACE EQUIPMENT #6951 - JD27 TRACK MINI EXCAVATO			55,000				
	REPLACE EQUIPMENT #6948 - 14FT DUMP TRAILER			14,000				
	REPLACE EQUIPMENT #2347 - FLAT DECK EQUIPMENT TRAI			15,000				
	SPLIT WITH SEWER - REPLACEMENT EQUIPMENT # 5495 LARGE EXCAVATOR			100,000				
				184,000				
*	CAPITAL OUTLAY	0	182,194	160,000	388,983	321,594	388,985	338,000
**	WATER DISTRIBUTION	2,451,036	2,984,966	3,713,535	4,245,240	2,750,209	3,729,115	3,781,960
	FLEET/EQUIP MAINT							
402-1650-536.12-01	REGULAR SALARIES & WAGES	93,218	107,106	93,235	93,235	71,265	115,485	149,765
	ESTIMATE 4% MERIT INCREASE			149,765				
				149,765				
402-1650-536.14-00	OVERTIME PAY	129	554	320	320	10	320	0
402-1650-536.21-00	F I C A TAXES	6,543	7,542	6,475	6,475	5,308	7,800	11,455
	SYSTEM CALCULATION BASED ON EST WAGES AND ABTS			11,455				
				11,455				
402-1650-536.22-00	RETIREMENT CONTRIBUTION	31,053-	12,885	11,925	11,925	8,586	11,450	13,935
	FROM ACTUARY REPORT-SPREAD ON EST PENSIONABLE WAGE			13,935				
				13,935				
402-1650-536.23-00	EMPLOYEE HLTH & LIFE INS	20,549	21,368	22,855	22,855	14,660	24,510	41,275
	EST 8.5% INCREASE HEALTH			41,275				
				41,275				
402-1650-536.23-02	DEP HLTH + EMPL PD LIFE	6,554	8,149	11,535	11,535	3,005	11,535	9,310
	EST 8.5% INCREASE HEALTH			9,310				
				9,310				
402-1650-536.24-00	WORKMEN'S COMP PREMIUMS	1,396	1,517	1,395	1,395	1,040	1,375	1,310

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	EST 10% INCR AND UPDATED WC RATES			1,310				
				1,310				
402-1650-536.26-00	OTHER POSTEMPLOY BENEFITS	2,202-	0	0	0	0	0	0
*	PERSONNEL SERVICES	95,134	159,121	147,740	147,740	103,874	172,475	227,050
402-1650-536.31-13	EMPLOYEE TESTING	0	0	0	300	0	300	0
402-1650-536.41-00	COMMUNICATIONS SERVICES	918	767	920	920	171	920	830
	CELL PHONE FOR MECHANIC			830				
				830				
402-1650-536.44-05	CLOTHING & UNIFORMS	225	239	230	230	230	230	205
	UNIFORMS FOR MECHANIC			205				
				205				
402-1650-536.45-01	FIRE/GENERAL LIAB INSUR	1,916	1,787	2,000	2,000	1,823	1,825	1,915
	EST 5% FROM FY 26 PROJECTION			1,915				
				1,915				
402-1650-536.46-00	REPAIR & MAINTENANCE SVCS	0	0	2,060	2,060	0	2,060	1,855
	REPAIRS			1,855				
				1,855				
402-1650-536.46-08	R&M AUTOS/TRUCKS FLEET	19,272	6,952	2,470	2,470	900	2,470	2,225
	REPAIR OF TRUCKS			2,225				
				2,225				
402-1650-536.46-09	REPAIR/MNT EQUIP FLEET	0	106	220	220	200	220	200
	MAINTENANCE AND REPAIRS			200				
				200				
402-1650-536.49-06	ADMINISTRATIVE CHARGES	24,250	23,870	20,100	20,100	15,075	20,100	20,705

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	EST 3% INCREASE ALLOCATION WILL BE COMPLETED ONCE ALL BUDGETS ARE FINALIZED			20,705				
				20,705				
402-1650-536.49-07	COMPUTER OVERHEAD	15,260	18,215	18,195	18,195	13,644	18,195	18,195
	ESTIMATED FLAT ALLOCATION WILL BE COMPLETED ONCE ALL BUDGETS ARE FINALIZED			18,195				
				18,195				
402-1650-536.52-01	GASOLINE, OIL, LUBRICANTS	0	0	250	250	0	250	225
	GASOLINE / OILS			225				
				225				
402-1650-536.52-21	DEPT MATERIALS & SUPPLIES	2,110	1,605	4,530	4,230	3,802	4,230	4,075
	OPERATIONS SUPPLIES			4,075				
				4,075				
402-1650-536.52-22	SAFETY SUPPLIES	0	0	260	260	0	260	235
	SAFETY STUFF			235				
				235				
402-1650-536.52-37	REPAIR PARTS - VENDORS	515	0	3,845	3,845	100	3,845	3,460
	REPAIR PARTS / OPERATING SUPPLIES			3,460				
				3,460				
402-1650-536.54-00	BOOKS/MEMBS/TRAINING/EDUC	0	244	215	215	0	215	195
	TRAINING			195				
				195				
402-1650-536.54-02	SAFETY TRAINING	0	0	100	100	0	100	90
	SAFETY TRAINING			90				

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
				90				
*	OPERATING EXPENSES	64,466	53,785	55,395	55,395	35,945	55,220	54,410
**	FLEET/EQUIP MAINT	159,600	212,906	203,135	203,135	139,819	227,695	281,460
***	UTILITIES DEPT	15,555,381	16,850,968	19,574,190	20,986,406	14,086,388	19,881,660	20,271,650
****	UTILITIES O M & R	31,165,888	19,058,582	36,667,777	38,095,114	21,494,177	40,180,809	46,416,419
		31,165,888	19,058,582	36,667,777	38,095,114	21,494,177	40,180,809	46,416,419

INTEROFFICE MEMORANDUM

To: Kristin Simeone, Finance Director

CC: Dr. Melissa Reichert, City Manager

From: Tom Spencer, Utilities Director

Date: 6/15/2026

Subject: Budget Justification: Hydrant Technician (FTE), FY2027

In FY2026, the Utilities department contracted with Carollo Engineers and Hydromax USA to perform comprehensive inspection, maintenance, testing, and repair across the City's approximately 1,400 fire hydrants, at a total contract value of $202,448.96. That contract was always designed as Phase 1 of a two-phase approach, bringing the entire hydrant inventory up to a fully maintained and documented condition so that a dedicated City employee could take over ongoing program management in FY2027. The FY2027 budget request for a Hydrant Technician FTE is the planned continuation of that strategy.

The Hydrant Technician will be required to hold a Florida Class A CDL, a minimum Level 3 Water Distribution license issued by FDEP, and at least three years of demonstrated experience in water distribution operations and fire hydrant maintenance. These qualifications ensure the position is filled by a skilled trade professional capable of working independently within the distribution system, operating required vehicles and equipment, and maintaining compliance with applicable Florida Administrative Code requirements governing distribution system operation. The role will report within the distribution division supervisor and will be responsible for scheduled hydrant flushing and lubrication, flow testing, component replacement, routine inspections, and coordination with the Fire Department on hydrant accessibility and operability.

Rather than continuing to contract out a function that can and should be managed internally, creating this FTE allows the City to sustain the investment made in FY2026 while reducing the long-term cost of keeping the hydrant program current. A dedicated technician eliminates scheduling dependencies on outside contractors, ensures faster response when a hydrant requires unplanned repair, and keeps institutional knowledge of the City's 1,400 hydrant assets in-house. This position is the cost-effective, operationally sound path to protecting the infrastructure investment the City has already made.

Account Justifications

(#54-00) Books, Memberships/Training/Education

Increase requested to cover employee's memberships, licenses and training due to these fees increasing.

(#46-08) Repair & Maintenance of trucks

Due to the cost of inflation for parts and the age of my current fleet, I would like to increase my maintenance and repair account to reflect the proposed usage needed for future repairs. With the increase to the budget this will give the needed funds to maintain vehicles until they are up for replacement. In addition to purchasing 2 new vehicles.

(#52-01) Gas, oil, Lubricants

Added new vehicles to inventory. This increase is to cover routine maintenance on the additional vehicles and any repairs that may be needed.

Account Justifications

(#46-07) Rep/Maintenance instrumental

Raising this account for the purpose of covering new annual fee for the use of telemetry by-pass pump

(#46-08) R&M autos / trucks fleet

Due to the cost of inflation for parts and the age of my current fleet, I would like to increase my maintenance and repair account to reflect the proposed usage needed for future repairs. With the increase to the budget this will give the needed funds to maintain vehicles until they are up for replacement.

(#46-09) Repair/ Maintenance of equipment

Added new equipment to inventory. Skid steer, multi generators, 2 mini excavators and by-pass pump. This increase is to cover routine maintenance on the additional equipment and any repairs that may be needed.

402- 1625 ACCOUNT JUSTIFICATIONS

31-14 ENGINEER CONSULTING

Nutrient Management Plan requires an engineer update yearly. Per state FDEP code

34- 04 SLUDGE HAULING

Due to changes in the phosphate application rate, sludge will need to be centrifuge and sent to BIO RECYCLING FACILITY

#34-19 FIELD IMPROVEMENTS

Due to low soil Ph lime will be applied to bring soil Ph up.

#43-01 ELECTRICITY

Due to having a new plant online, electric usage could go up or down?

402 Account Justifications

(#41-00)Communication Services

I am raising this account for the purpose of purchasing smart phones for each employee. These phones are being used to access GIS maps and to complete survey 123. These phones are also a direct link to employees to access their city email to keep up with all email sent directly to them from other city employees.

(#44-05)Clothing & Uniforms

With the addition of the two new positions in my department and the past couple years being in the negative, I would like to raise this account to cover the past and future year cost that it will acquire.

(#52-39)Crossconnection Control Materials

To be able to bring The City into compliance with its cross connection program and to cover the rise in material cost, I would like to raise this account this year to start working on any compliance issues the City is currently having.

UTILITIES OM&R FUND
VEHICLE & EQUIPMENT REPLACEMENT DETAIL
FY 2027 - FY 2031
(All figures in thousands of dollars)

Capital Outlay	TOTAL PROJECT COST	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Utilities Administration (1620):						
Replace 2008 Utility Vehicle 4x4 (6820)	40	0	40	0	0	0
Replace 2014 4-Door Sedan (6929)	30	0	30	0	0	0
Replace 2020 4-Door SUV (7835)	30	0	0	0	30	0
Water Treatment Plant (1621):						
Replace 2016 Tractor (5516)	90	90	0	0	0	0
Replace 2015 All Terrain Vehicle (6968)	13	13	0	0	0	0
Replace SCADA Servers (3)	10	10	0	0	0	0
Replace Air Compressors	20	20	0	0	0	0
Replace 2019 Pickup Truck (7786)	35	0	35	0	0	0
Replace 2017 Loader (7003)	73	0	73	0	0	0
Replace 2020 All Terrain Vehicle (7817)	20	0	20	0	0	0
Replace 2019 Pickup Truck W/ Crane Body (7825)	200	0	0	200	0	0
Pumps, Motors & VFD's	525	125	100	100	100	100
Water Distribution (1626):						
Replace 2015 Mini Excavator Track (6951)	55	55	0	0	0	0
Replace 2014 14ft Dual Axle Dump Trailer W/ Back Doors (6948)	14	14	0	0	0	0
Replace 2006 1 Ton, Crew Cab Pickup 4x4 Utility Bed Diesel (5518)	99	99	0	0	0	0
Replace 2016 3/4 Ton Van (6985)	55	55	0	0	0	0
Replace 1987 Trailer (2347)	15	15	0	0	0	0
Replace 2006 Excavator (5495)	100	100	0	0	0	0
Replace 2017 Mini Excavator W/ Tracks & Claw Finger (6996)	55	0	55	0	0	0
Replace 2017 Trailer (6997)	8	0	8	0	0	0
Replace 2014 3/4 Ton Regular Cab, 4x4 Pickup Truck (6925)	55	0	55	0	0	0
Replace 2014 3/4 Ton, Regular Cab Utility Bed, 4x4 (6931)	70	0	70	0	0	0
Replace 2018 Front Loader (7020)	230	0		0	230	0
Wastewater Collection (1622):						
Replace 2006 Excavator (5495)	100	100	0	0	0	0
Replace 2008 3/4 ton Diesel utility body Pickup Truck (6824)	95	95	0	0	0	0
Replace 2013 Low Profile Dump Trailer (6909)	12	12	0	0	0	0
Replace 2000 Suction Pump on Trailer (6845)	130	0	130	0	0	0
Replace 2018 Pickup with Crane (7795)	150	0	150	0	0	0
Replace 2024 Peterbilt Chassis/Aquatech Body (7905)	0	0	0	0	0	0
Replace 2017 1/2 Ton Pickup Truck Super Cab (6991)	45	0	0	0	45	0
Replace 2019 1 1/2 ton Service truck W/ Crane (7820)	0	0	0	0	0	0
Wastewater Treatment Plant (1625):						
Pumps, Motors, Mixers, Blowers, Effluent Pumps	650	250	100	100	100	100
ReplaceTrailer	10	10	0	0	0	0
Unspecified Equipment Needs	1,066	0	411	50	150	455
TOTAL		1,063	1,277	450	655	655

FY 2027 - Per Departmental request; FY 2028-2031 Average annual funding is targeted at $700,000 where possible
FY 2028-2031 Pumps, motors, and various plant equipment category for plants has place holder of $100,000
During budget process requests from divisions are reviewed for priority funding.

City of Punta Gorda
Fleet/Equipment Replacement Review

Dept/Div	1620	Asset Tag	6820	Purchase Price (if known)			$21,308.		
Make	Ford	Model	Escape	Year	2008	Age	18		
Current Mileage	71662	Life to Date Maintenance Cost				$10,182.40			
Description	4 door suv 4x4								
Recent Major Repairs to Extend Life: **Front motor mount, spark plugs, coil packs**		**Known Problems:** Headliner falling apart							
Description of Requested Replacement:		Estimated Cost of Replacement					$40,000		
		If vehicle or equipment is replaced will it be auctioned? **If no, requested use? yes**							
Scoring Criteria - Safety 1= highest concern, 5= lowest concern; Efficiency 1=most costly, 5 = least costly to operate									
Safety	3	Efficiency	3	Estimated End of Life Fiscal Year			2029		
				Requested Fiscal Year for Replacement			2029		
Provide explanation for requested fiscal year of replacement:		**If not replaced, what is alternative?**							

City of Punta Gorda
Fleet/Equipment Replacement Review

Dept/Div	1620	Asset Tag	6929	Purchase Price (if known)			$18,239.		
Make	Ford	Model	Fusion	Year	2014	Age	12		
Current Mileage	28867.1	Life to Date Maintenance Cost				$8,638.85			
Description	4 door sedan								
Recent Major Repairs to Extend Life: **n/a**		**Known Problems:** n/a							
Description of Requested Replacement:		Estimated Cost of Replacement					$30,000		
		If vehicle or equipment is replaced will it be auctioned? **If no, requested use? yes**							
Scoring Criteria - Safety 1= highest concern, 5= lowest concern; Efficiency 1=most costly, 5 = least costly to operate									
Safety	4	Efficiency	3	Estimated End of Life Fiscal Year			2029		
				Requested Fiscal Year for Replacement			2029		
Provide explanation for requested fiscal year of replacement:		**If not replaced, what is alternative?**							

City of Punta Gorda
Fleet/Equipment Replacement Review

Dept/Div	1620	Asset Tag	7835	Purchase Price (if known)			$26,675.00		
Make	Ford	Model	Escape	Year	2020	Age	6		
Current Mileage		Life to Date Maintenance Cost				782.61			
Description	4 door suv								



Recent Major Repairs to Extend Life: **n/a**	**Known Problems:** n/a
Description of Requested Replacement:	Estimated Cost of Replacement: $30,000 **If vehicle or equipment is replaced will it be auctioned?** **If no, requested use? Yes**

Scoring Criteria - Safety 1= highest concern, 5= lowest concern; Efficiency 1=most costly, 5 = least costly to operate					
Safety	4	Efficiency	4	Estimated End of Life Fiscal Year	2030
				Requested Fiscal Year for Replacement	2030

Provide explanation for requested fiscal year of replacement:	**If not replaced, what is alternative?**

City of Punta Gorda
Fleet/Equipment Replacement Review

Dept/Div	1622	Asset Tag	5495	Purchase Price (if known)			$112,279	
Make	Link Belt	Model	130LX	Year	2006	Age	20	
Current Mileage		2831.5 hrs	Life to Date Maintenance Cost			$		
Description	Excavator							
Recent Major Repairs to Extend Life:			**Known Problems: A/c and Stereo does not work. Minor electrical issues. Seat in bad condition. Front windshield has latch issues**					
Description of Requested Replacement: equal			Estimated Cost of Replacement				$225,900	
			If vehicle or equipment is replaced will it be auctioned? Yes **If no, requested use?**					
Scoring Criteria - Safety 1= highest concern, 5= lowest concern; Efficiency 1=most costly, 5 = least costly to operate								
Safety	3	Efficiency	3	Estimated End of Life Fiscal Year			2027	
				Requested Fiscal Year for Replacement			2027	
Provide explanation for requested fiscal year of replacement: Unit is undependable and has many issues with proper function. This unit will be split between 16/22 & 16/26			**If not replaced, what is alternative? Larger projects and potential emergency repairs can no longer be conducted without rental equipment or outside contractor.**					

City of Punta Gorda
Fleet/Equipment Replacement Review

Dept/Div	1622	Asset Tag	6824	Purchase Price (if known)			$32,807	
Make	Ford	Model	F250	Year	2008	Age	18	
Current Mileage		150364	Life to Date Maintenance Cost			$38268		
Description	¾ ton service truck/ diesel engine/ automatic transmission/ 4x4							
Recent Major Repairs to Extend Life:			**Known Problems:** N/A					
Description of Requested Replacement: 1-1/2 ton 4x4 crew cab & chassis w/6ft utility bed			Estimated Cost of Replacement				$ 95,000.00	
			If vehicle or equipment is replaced will it be auctioned? **If no, requested use?**					
Scoring Criteria - Safety 1= highest concern, 5= lowest concern; Efficiency 1=most costly, 5 = least costly to operate								
Safety	4	Efficiency	4	Estimated End of Life Fiscal Year			2027	
				Requested Fiscal Year for Replacement			2027	
Provide explanation for requested fiscal year of replacement: : Age and dependability. No longer meets division needs			**If not replaced, what is alternative?**					

Fleet/Equipment Replacement Review

Dept/Div	1622	Asset Tag	6909	Purchase Price (if known)			$7700		
Make	Big Tex	Model	Dump Trailer	Year	2013	Age	14		
Current Mileage		Life to Date Maintenance Cost				$7976.53			
Description	Low Profile Dump Trailer								
Recent Major Repairs to Extend Life:		**Known Problems:** None at this time (2026)							
Description of Requested Replacement: Equal		Estimated Cost of Replacement					$12,000		
		If vehicle or equipment is replaced will it be auctioned? Yes **If no, requested use?**							
Scoring Criteria - Safety 1= highest concern, 5= lowest concern; Efficiency 1=most costly, 5 = least costly to operate									
Safety	3	Efficiency	3	Estimated End of Life Fiscal Year			2027		
				Requested Fiscal Year for Replacement			2027		
Provide explanation for requested fiscal year of replacement: Overall Condition, maintenance		**If not replaced, what is alternative? No alternative**							

City of Punta Gorda
Fleet/Equipment Replacement Review

Dept/Div	1626	Asset Tag	6951	Purchase Price (if known)			$33,387		
Make	John Deere	Model	JD27D		Year	2015	Age	11	
Current Mileage		N/A		Life to Date Maintenance Cost			$29.772.51		
Description		John Deere Mini Excavator Track							
Recent Major Repairs to Extend Life: replaced seat, Tracks, sprockets, throttle cable, reseal boom cylinder.				**Known Problems: heavy rust, warn pins and bushings, torn bucket, torn front blade**					Paste photo here
Description of Requested Replacement: Same or next size. This size may be discontinued				Estimated Cost of Replacement			$55,000		
				If vehicle or equipment is replaced will it be auctioned? yes **If no, requested use?**					
Scoring Criteria - Safety 1= highest concern, 5= lowest concern; Efficiency 1=most costly, 5 = least costly to operate									
Safety	2	Efficiency	2	Estimated End of Life Fiscal Year				2026	
				Requested Fiscal Year for Replacement				2027	
Provide explanation for requested fiscal year of replacement: Anticipated end of life.				**If not replaced, what is alternative? Machine possible could no longer be usable. This would cause delay in repairs to waterlines and everyday jobs.**					

City of Punta Gorda
Fleet/Equipment Replacement Review

Dept/Div	1626	Asset Tag	6948	Purchase Price (if known)			$6,862		
Make	Big Tex	Model	Dump Trailer		Year	2014	Age	12	
Current Mileage		N/A		Life to Date Maintenance Cost			$5,088		
Description		14ft dual axle dump trailer with back doors							
Recent Major Repairs to Extend Life: Replaced all 4 tires and hub assemblies				**Known Problems: lift motor not working, missing back doors, rusted and very dented**					Paste photo here
Description of Requested Replacement: Same				Estimated Cost of Replacement			$14,000		
				If vehicle or equipment is replaced will it be auctioned? yes **If no, requested use?**					
Scoring Criteria - Safety 1= highest concern, 5= lowest concern; Efficiency 1=most costly, 5 = least costly to operate									
Safety	3	Efficiency	2	Estimated End of Life Fiscal Year				2026	
				Requested Fiscal Year for Replacement				2027	
Provide explanation for requested fiscal year of replacement: Anticipated end of life				**If not replaced, what is alternative? Trailer may become inoperable or cost for repairs could be more than replacement.**					

City of Punta Gorda
Fleet/Equipment Replacement Review

Dept/Div	1626	Asset Tag	5518	Purchase Price (if known)			$34,981		
Make	Ford	Model	F350	Year	2006	Age	19		
Current Mileage	185,100	Life to Date Maintenance Cost				$81,353			
Description	1 Ton Crew Cab, Utility bed, 4x4 Diesel								
Recent Major Repairs to Extend Life: Tires		**Known Problems: Heavy rust, bad A/C, high miles, bad front end, don't meet new emissions**							
Description of Requested Replacement: Same		Estimated Cost of Replacement					$99,000		
		If vehicle or equipment is replaced will it be auctioned? Yes **If no, requested use?**							
Scoring Criteria - Safety 1= highest concern, 5= lowest concern; Efficiency 1=most costly, 5 = least costly to operate									
Safety	2	Efficiency	2	Estimated End of Life Fiscal Year			2026		
				Requested Fiscal Year for Replacement			2027		
Provide explanation for requested fiscal year of replacement: Fully Depreciated. Truck pulls trailers daily. With age, truck won't last much longer pulling heavy load		**If not replaced, what is alternative? Strain on the truck will lead to higher repairs and need for higher maintenance and repair budget.**							

City of Punta Gorda
Fleet/Equipment Replacement Review

Dept/Div	1626	Asset Tag	6985	Purchase Price (if known)			$24,520		
Make	Ford	Model	Transit T-250	Year	2016	Age	9		
Current Mileage	101,067	Life to Date Maintenance Cost				$9,758			
Description	Ford Transit Van ¾ ton								
Recent Major Repairs to Extend Life: Brakes, coolant leak repairs		**Known Problems: Light rust**							
Description of Requested Replacement: Same		Estimated Cost of Replacement					$55,000		
		If vehicle or equipment is replaced will it be auctioned? No **If no, requested use? Spare or additional locate position**							
Scoring Criteria - Safety 1= highest concern, 5= lowest concern; Efficiency 1=most costly, 5 = least costly to operate									
Safety	4	Efficiency	4	Estimated End of Life Fiscal Year			2026		
				Requested Fiscal Year for Replacement			2027		
Provide explanation for requested fiscal year of replacement: Used for locates daily if repairs are needed, only locate vehicle		**If not replaced, what is alternative? Looking to add another locate position. Would use this one for new person or spare until new position added.**							

City of Punta Gorda
Fleet/Equipment Replacement Review

Dept/Div	1626/22	Asset Tag	2347	Purchase Price (if known)				$6150	
Make	Southeastern	Model		9TD22	Year	1987	Age	38	
Current Mileage		N/a		Life to Date Maintenance Cost				$3421.12	
Description		Flat deck equipment trailer							
Recent Major Repairs to Extend Life:				**Known Problems: Very rusted, all 8 tires dry rotted, lights don't work, brakes don't work**					
Description of Requested Replacement: Same or smaller				Estimated Cost of Replacement				$15,000	
				If vehicle or equipment is replaced will it be auctioned? No **If no, requested use? Wastewater collections to take and rebuild**					
Scoring Criteria - Safety 1= highest concern, 5= lowest concern; Efficiency 1=most costly, 5 = least costly to operate									
Safety	1	Efficiency	1	Estimated End of Life Fiscal Year				1997	
				Requested Fiscal Year for Replacement				2027	
Provide explanation for requested fiscal year of replacement: Rebuild needed, Wastewater collection to take after replacement to rebuild for use				**If not replaced, what is alternative? Would need total rebuild, cost too high to rebuild for 1626**					

City of Punta Gorda
Fleet/Equipment Replacement Review

Dept/Div	1626	Asset Tag	6996	Purchase Price (if known)				$39,932	
Make	John Deere	Model		35G	Year	2017	Age	8	
Current Mileage		N/A		Life to Date Maintenance Cost				$22,032	
Description		Mini excavator with tracks and claw finger							
Recent Major Repairs to Extend Life: Tracks Rollers, sprockets, fuel system				**Known Problems: Weak hydraulics, Control lever is bad**					
Description of Requested Replacement: Same				Estimated Cost of Replacement				$55,000	
				If vehicle or equipment is replaced will it be auctioned? No **If no, requested use? Spare for future crews.**					
Scoring Criteria - Safety 1= highest concern, 5= lowest concern; Efficiency 1=most costly, 5 = least costly to operate									
Safety	3	Efficiency	4	Estimated End of Life Fiscal Year				2027	
				Requested Fiscal Year for Replacement				2028	
Provide explanation for requested fiscal year of replacement: Anticipated end of life				**If not replaced, what is alternative? Higher repair cost, higher budget cost**					

City of Punta Gorda
Fleet/Equipment Replacement Review

Dept/Div	1626	Asset Tag	6997	Purchase Price (if known)			$3,985		
Make	Utility	Model	Equipment trailer		Year	2017	Age	10	
Current Mileage	0	Life to Date Maintenance Cost				$11,842			
Description	Big Tex tandem axle equipment trailer								
Recent Major Repairs to Extend Life: Hubs replaced, wiring replaced,		**Known Problems:** Axles showing major wear, boards rotting, frame flexing							
Description of Requested Replacement: Same		Estimated Cost of Replacement					$8,000		
		If vehicle or equipment is replaced will it be auctioned? No **If no, requested use? Spare for future crews**							
Scoring Criteria - Safety 1= highest concern, 5= lowest concern; Efficiency 1=most costly, 5 = least costly to operate									
Safety	3	Efficiency	3	Estimated End of Life Fiscal Year					2027
		Requested Fiscal Year for Replacement							2028
Provide explanation for requested fiscal year of replacement: Anticipated end of life		**If not replaced, what is alternative? Needs rebuilt**							

City of Punta Gorda
Fleet/Equipment Replacement Review

Dept/Div	1626	Asset Tag	6925	Purchase Price (if known)			$23,523		
Make	Ford	Model	F250		Year	2014	Age	12	
Current Mileage	75,896	Life to Date Maintenance Cost				$12,678			
Description	Regular cab ¾ ton 4x4 pickup truck								
Recent Major Repairs to Extend Life: **Rear axle seals, pads and rotors, front and rear shocks**		**Known Problems: None**							
Description of Requested Replacement: Same		Estimated Cost of Replacement					$55,000		
		If vehicle or equipment is replaced will it be auctioned? yes **If no, requested use?**							
Scoring Criteria - Safety 1= highest concern, 5= lowest concern; Efficiency 1=most costly, 5 = least costly to operate									
Safety	4	Efficiency	3	Estimated End of Life Fiscal Year					2027
		Requested Fiscal Year for Replacement							2028
Provide explanation for requested fiscal year of replacement: Anticipated end of life		**If not replaced, what is alternative? Higher budget for repairs and maintenance**							

City of Punta Gorda
Fleet/Equipment Replacement Review

Dept/Div	1626	Asset Tag	6931	Purchase Price (if known)			$29,734		
Make	Ford	Model	F250 Super duty		Year	2014	Age	12	
Current Mileage		128,330	Life to Date Maintenance Cost				$17,239.50		
Description		¾ Ton Regular Cab, utility bed, 4x4							
Recent Major Repairs to Extend Life: Axle seals, body mounts, front shocks			**Known Problems: Light rust**						
Description of Requested Replacement: Same			Estimated Cost of Replacement				$70,000		
			If vehicle or equipment is replaced will it be auctioned? yes **If no, requested use?**						
Scoring Criteria - Safety 1= highest concern, 5= lowest concern; Efficiency 1=most costly, 5 = least costly to operate									
Safety	4	Efficiency	4	Estimated End of Life Fiscal Year				2027	
				Requested Fiscal Year for Replacement				2028	
Provide explanation for requested fiscal year of replacement: Anticipated end of life			**If not replaced, what is alternative? Strain on the truck will lead to higher repairs and need for higher maintenance and repair budget.**						

City of Punta Gorda
Fleet/Equipment Replacement Review

Dept/Div	1626	Asset Tag	7020	Purchase Price (if known)			$132503		
Make	John Deere	Model	524K-II		Year	2018	Age	12	
Current Mileage		n/a	Life to Date Maintenance Cost				$8,275		
Description		Front Loader							
Recent Major Repairs to Extend Life: Tire, Digital screen			**Known Problems: None currently**						
Description of Requested Replacement: Same			Estimated Cost of Replacement				$230,000		
			If vehicle or equipment is replaced will it be auctioned? **If no, requested use? no**						
Scoring Criteria - Safety 1= highest concern, 5= lowest concern; Efficiency 1=most costly, 5 = least costly to operate									
Safety	4	Efficiency	4	Estimated End of Life Fiscal Year				2030	
				Requested Fiscal Year for Replacement				2030	
Provide explanation for requested fiscal year of replacement: Close to end of life			**If not replaced, what is alternative? Stay at yard for loading up supplies**						

CITY COUNCIL
CITY OF PUNTA GORDA
07/ 8/2026

PROCLAMATIONS / PRESENTATIONS

Title:	Florida Water Professionals Month
Funds:	Not applicable.
Recommended Action:	The proclamation be presented to Tom Spencer, Utilities Director.
Summary:	The proclamation declares August 2026 to be Florida Water Professionals Month.
Department/Division:	City Clerk

EXHIBITS:

1. Florida Water Professionals Month

PROCLAMATION
City of Punta Gorda

WHEREAS, the Florida Water & Pollution Control Operators Association, organized in 1940, is a non-profit trade organization that promotes the sustainability of Florida's water utility industry through workforce development to protect the health of Florida's citizens and to preserve the state's water resources; and

WHEREAS, this organization offers water and wastewater treatment plant operator and water distribution operator training courses required for the state of Florida's operator licenses, eight voluntary certification programs, and continuing education programs for operator license renewal; and

WHEREAS, this organization, in recognizing the importance of the Florida Statutes and Administrative Code that regulate the water industry, acts as liaison between the Florida Department of Environmental Protection and industry personnel and

WHEREAS, the Florida Water & Pollution Control Operators Association recognizes all who have played a significant part in operating and maintaining drinking water, wastewater, and stormwater systems in Florida by celebrating Florida Water Professionals Month, which applauds their constant efforts to protect our health and environment; and

WHEREAS, water professionals are essential first responders, as defined by Florida Statute 403.865 (b), during storms and other catastrophic events, working to ensure safe drinking water and safe disposal of wastewater for our communities.

NOW, THEREFORE, the City Council of the City of Punta Gorda, Florida does hereby proclaim August 2026, as

Florida Water Professionals Month

in Punta Gorda and urges all citizens of Punta Gorda to recognize the vital contributions of these dedicated water professionals and to express our collective gratitude for their tireless efforts in safeguarding our public health, ensuring the resilience of our infrastructure, and protecting our most precious natural resources.

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

CITY OF PUNTA GORDA, FLORIDA

_____
Dr. Deborah O. Lux, Mayor

ATTEST:

_____
Sara Welch, City Clerk

CITY COUNCIL
CITY OF PUNTA GORDA
07/ 8/2026

PUBLIC HEARING AGENDA
(Quasi-Judicial and Legislative)

Title:	**LEGISLATIVE: GA-04-2026** - An Ordinance of the City of Punta Gorda, Florida, amending Chapter 23, "Traffic", Article I, of the Punta Gorda Code of Ordinances to revise regulations governing the operation of golf carts on city streets and rights-of-way; amending Section 23-7, "Motorized Vehicles Prohibited on Tidal Creek Bridge on West Retta Esplanade; Exceptions"; amending Section 23-8, "Golf Carts Permitted on West Retta Esplanade"; and providing for conflicts, severability, codification, scrivener's errors, and an effective date. **FIRST READING**
Funds:	Not applicable.
Recommended Action:	Approve the proposed ordinance at first reading.
Summary:	The proposed ordinance amends Punta Gorda Code, Chapter 23, Article I, Section 23-7 and 23-8 to no longer permit golf cart access on West Retta Esplanade west of Shreve Street.
Department/Division:	Urban Design

EXHIBITS:

1. Proposed Ordinance

CITY OF PUNTA GORDA
ORDINANCE NO. GA-04-2026

AN ORDINANCE OF THE CITY OF PUNTA GORDA, FLORIDA, AMENDING CHAPTER 23, "TRAFFIC", ARTICLE I, OF THE PUNTA GORDA CODE OF ORDINANCES TO REVISE REGULATIONS GOVERNING THE OPERATION OF GOLF CARTS ON CITY STREETS AND RIGHTS-OF-WAY; AMENDING SECTION 23-7, "MOTORIZED VEHICLES PROHIBITED ON TIDAL CREEK BRIDGE ON WEST RETTA ESPLANADE; EXCEPTIONS"; AMENDING SECTION 23-8, "GOLF CARTS PERMITTED ON WEST RETTA ESPLANADE"; AND PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, on November 20, 2019, the City Council of the City of Punta Gorda, Florida adopted Ordinance No. 1930-19 to permit golf carts to utilize the Tidal Creek Bridge west of Shreve Street along West Retta Esplanade; and

WHEREAS, the City of Punta Gorda owns and maintains public rights-of-way within the city boundaries; and

WHEREAS, reasonable rules and regulations need to be established and enforced to ensure the orderly operation and maintenance of the public rights-of-way as well as for the safety of its users; and

WHEREAS, an amendment to Chapter 23, Section 23-7 is necessary to restrict the use of golf cart access across Tidal Creek Bridge; and

WHEREAS, deleting Chapter 23, Section 23-8 eliminates the use of golf carts West Retta Esplanade;

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

I. Chapter 23, Section 23-7(c)-(d), Punta Gorda Code, is hereby amended as follows: [*deletions are ~~struck through~~*]

(c). ~~Golf carts as defined in Section 320.01(22), Florida Statutes, shall be permitted to cross over the tidal creek bridge. Upon crossing the bridge to West Retta Esplanade, golf carts must immediately exit the public sidewalk~~.

(d). ~~Golf carts must yield to the right-of-way of pedestrians and bicycles on the tidal creek bridge and adjacent sidewalk~~.

II. Chapter 23, Section 23-8, Punta Gorda Code, is hereby amended as follows:
[*additions are underlined, deletions are ~~struck through~~*]
~~Sec. 23-8 Golf carts permitted on West Retta Esplanade~~

~~(a) Golf carts as defined under Section 320.01(22), Florida Statutes, may be safely operated on West Retta Esplanade until the intersection of Shreve Street. Drivers of golf carts are required to adhere to all Florida traffic statutes upon operating on the street and have a valid driver's license. Golf carts may not enter onto Shreve Street and may not operate on any public sidewalks other than at the entrance to the tidal creek bridge.~~

~~(b) No golf cart may be operated between sunset and sunrise unless equipped with headlights, brake lights, turn signals, and a windshield per Section 316.212 (5), Florida Statutes.~~

~~(c) All golf carts must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear as required by Section 316.212 (6), Florida Statutes.~~

~~(d) The City shall post appropriate signs indicating that the operation of such golf carts is allowed only in the designated area.~~

Sec. 23-~~9~~8 through 23-10 reserved

III. SAVINGS CLAUSE. It is the declared intent of the City Council that, if any section, subsection, sentence, clause, phrase or provision of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

IV. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Manager and City Attorney, may be corrected.

V. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed to the extent of such conflict.

VI. SEVERABILITY. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

VII. This Ordinance shall take effect immediately upon its adoption.

ADOPTED in regular session of the City Council of the City of Punta Gorda, Florida this ___

day of _____, 2026.

ATTEST:

_____
DEBORAH LUX, MAYOR

_____
SARA WELCH, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

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

Deletions are ~~struck through~~
Additions are <u>underlined</u>

CITY COUNCIL
CITY OF PUNTA GORDA
07/ 8/2026

ORDINANCES / RESOLUTIONS
(No Public Hearing Required)

Title: A resolution of the City Council of the City of Punta Gorda, Florida, establishing an Auditor Selection Committee; approving bylaws governing the Committee; and providing an effective date.

Funds: Not applicable.

Recommended Action: Approval of a resolution establishing and appointing of members to the Auditor Selection Committee.

Summary: Section 218.391 of the Florida Statutes requires the City to establish an auditor selection Committee, which must consist of at least 3 members, with 1 member chosen from City Council to serve as the Committee chair. Staff members may not serve as members of the Committee but may serve the Committee in an advisory capacity.

The purpose of the Committee is to assist in the selection of an auditor to conduct the financial audit required by Section 218.39, Florida Statutes. Section 218.391 requires the Committee to:

- Establish factors to be used for the evaluation of audit services provided by an audit firm.
- Publicly announce the Request for Proposals (RFP).
- Provide interested firms with the RFP.
- Evaluate proposals provided by qualified firms.
- Rank and recommend in order of preference no fewer than 3 firms deemed to be the most highly qualified to perform the required services.

The Florida Auditor General recommends the following regarding the Committee's composition:

- Members should possess or obtain a basic understanding of governmental financial reporting and auditing.
- Members should have access to a financial expert with education and experience in generally accepted accounting principles and financial statements, experience in preparing or auditing financial statements of comparable entities, experience in applying such principles in connection with the accounting for estimates, accruals, and reserves, experience with internal controls, and an understanding of audit committee functions.
- Membership size should be sufficient to allow for meaningful discussion and deliberation but not so many as to impede efficient

operation.
- Members of the Committee should be educated regarding the role of the Committee and their personal responsibility as members, including their duty to exercise an appropriate degree of professional skepticism.

The proposed resolutions will establish the Auditor Selection Committee, appoint members thereto, and establish bylaws to govern the Committee pursuant to City Council direction. Two resolutions are offered for consideration: one establishes a 3-member Committee and the other establishes a 5-member Committee.

Department/Division: City Clerk

EXHIBITS:

1. Resolution Establishing Auditor Selection Committee - 3 Members
2. Resolution Establishing Auditor Selection Committee - 5 Members

CITY OF PUNTA GORDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PUNTA GORDA, FLORIDA, ESTABLISHING AN AUDITOR SELECTION COMMITTEE; APPROVING BYLAWS GOVERNING THE COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 218.391, Florida Statutes, requires the City of Punta Gorda, Florida, to establish an Auditor Selection Committee (Committee) to assist in the selection of an auditor to conduct the City's annual financial audit required per Section 218.39, Florida Statutes; and

WHEREAS, Section 218.391, Florida Statutes, requires the Committee to be composed of at least three members, of which one member must be a member of the City Council and shall serve as the chair of the Committee; and

WHEREAS, City staff may not serve as a member of the Committee but is permitted to assist in an advisory capacity; and

WHEREAS, the City Council desires to establish a Committee in accordance with these requirements.

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

Section 1. The following individuals are appointed to serve on the Committee:

Chair: _____

Committee Member:_____

Committee Member:_____

Section 2. Bylaws governing the composition, function, and procedures of the Committee, attached hereto as "Exhibit A", are hereby approved.

Section 3. This resolution shall take effect immediately upon its adoption.

ADOPTED in regular session of the City Council of the City of Punta Gorda, Florida on July 8, 2026.

CITY OF PUNTA GORDA,

ATTEST:

BY: _____
Deborah O. Lux, Mayor

_____
Sara Welch, City Clerk

APPROVED AS TO FORM:

_____
Steven Leskovich, Esq., Interim City Attorney
Bar #194840

EXHIBIT A

CITY OF PUNTA GORDA, FLORIDA
AUDITOR SELECTION COMMITTEE
BYLAWS

1. CREATION; TERMS OF MEMBERS; CONDITIONS

The City Council shall have an Auditor Selection Committee consisting of at least three (3) members with one (1) member being a Councilmember and the others to be appointed based on experience with governmental financial reporting and auditing. Members shall be residents of the City of Punta Gorda and serve without compensation but may be reimbursed for such travel, mileage and per diem as may be authorized by the City Council. Appointment shall be made by the City Council based on experience or interest and the stated availability to serve on the date(s) required. Appointments shall be for a term to expire upon conclusion of the Committee's activities.

Members who fail to attend two (2) consecutive meetings shall automatically forfeit appointment, and the City Council shall promptly fill each vacancy. Any member with extenuating circumstances shall present same to the City Clerk for consideration by City Council. Any member reinstated following forfeiture shall serve for the remainder of their original unexpired term and shall be eligible for additional terms, subject to term limits. Members are required to notify the City Clerk's office in advance of the meeting of any absence.

2. OFFICERS

A. Officers of the Auditor Selection Committee shall be Chair and Vice Chair. The Chair shall be the Committee member who is also a Councilmember. The Vice Chair shall be elected by the Committee at their first regularly scheduled meeting.

B. The Committee shall have a Board Recorder, who shall be provided by the City of Punta Gorda, and who shall not be an appointed member of the Committee.

3. FUNCTIONS AND DUTIES OF OFFICERS

A. Chair: The Chair shall be the presiding officer at all meetings of the Auditor Selection Committee. The Chair leads the committee in overseeing the local government's financial reporting, internal controls, compliance with laws, and auditing functions. The Chair acts as the primary liaison between the committee and city management, the city council, and independent auditors. The Chair may call special meetings at their discretion, sign all documents of the Committee and may relinquish the Chair to the Vice Chair or other specific member at their discretion. The Chair may not make or second motions but shall vote on any and all

motions to come before the Committee. The Chair or designee shall also present all recommendations to the City Council.

B. Vice Chair: The Vice Chair shall serve in the absence of the Chair and, while so serving, shall have all the authority held by the Chair.

C. Board Recorder: A Board Recorder provided by the City Clerk's Office shall attend all meetings of the Committee and shall keep an accurate record of the proceedings which reflect the spirit and intent of statements made. All motions shall be recorded, and an accurate record of all reasons for motions or votes by members of the Committee shall be made.

4. COMMITTEE DUTIES

The Auditor Selection Committee shall have no authority other than as stipulated by these bylaws and approved by the City Council. The Committee shall:

1. Establish factors to be used for the evaluation of audit services to be provided by an audit firm qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

2. Publicly announce the request for proposals with a brief description of the audit and an explanation of how interested firms can apply for consideration

3. Provide interested firms with a request for proposal. Requests shall include information on how proposals are to be evaluated and such other information the committee determines necessary for the firm to prepare a proposal.

4. Evaluate proposals provided by qualified firms.

5. Rank and recommend in order of preference of no fewer than three firms deemed to be the most highly qualified to perform required services. If fewer than three firms respond to the request for proposal, the committee shall recommend such firms as they deem to be the most highly qualified.

5. MEETINGS

A. Scheduling.

1. Regular meetings of Auditor Selection Committee shall be held according to a schedule to be established by the Committee in City Council chambers, unless noticed otherwise. Meeting dates may be changed or cancelled by staff or by consensus of the Committee during a public meeting. Members shall be notified immediately of any meeting date changes made by staff.

2. Special meetings may be held at the call of staff, the Chair or, in their absence, the Vice Chair.

B. Quorum.

A majority of the appointed members shall constitute a quorum for the transaction of business and the conducting of meetings. 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.

C. Record of proceedings.

The Board Recorder shall draft minutes of each meeting for the Committee's approval. An accurate record of all motions and all reasons for such motions shall be made. Once approved, the minutes shall become a permanent record and shall be part of the official records of the City of Punta Gorda.

D. Agenda.

The agenda shall be prepared by the City Clerk’s Office and issued to Committee members promptly.

E. Procedure.

The Chair shall announce each agenda item and briefly describe, or a member of staff shall briefly describe, the proposition before the Committee. Agenda items may be taken out of order at the discretion of the Chair, provided any changes are approved by consensus of the Committee, due consideration being given to items that have attracted large attendance at the meeting.

1. Motions.

The rules regarding motions contained in the current City Council Rules of Procedure shall govern all meetings.

Vote shall be by voice, by the raising of hands or by roll call, at the discretion of the Chair. Any member may call for a roll call vote on any issue. Any motion may be tabled or amended.

6. VOTING REQUIREMENTS; CONFLICT OF INTEREST.

No member of the Auditor Selection Committee who is present at any meeting of the same at which an official decision, ruling or other official act is to be taken or adopted may abstain from voting in regard to any decision, ruling or act, and a vote shall be recorded or counted for each member present except when, with respect to any such member, there is or appears to be a possible conflict of interest. Conflict of interest is defined as any action by the Committee that would inure to the member's special private gain or loss or which the member knows would inure to the special private gain or loss of a relative or business associate of the member.

When there is or there appears to be a conflict of interest, the member shall so state for the record and shall not vote on the issue. Further, the member shall within 15 days after the vote occurs disclose the nature of his interest as a public record in a memorandum filed with the Board Recorder, who shall incorporate the memorandum in the minutes.

CITY OF PUNTA GORDA, FLORIDA

Revision History
July 8, 2026 - Established

CITY OF PUNTA GORDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PUNTA GORDA, FLORIDA, ESTABLISHING AN AUDITOR SELECTION COMMITTEE; APPROVING BYLAWS GOVERNING THE COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 218.391, Florida Statutes, requires the City of Punta Gorda, Florida, to establish an Auditor Selection Committee (Committee) to assist in the selection of an auditor to conduct the City's annual financial audit required per Section 218.39, Florida Statutes; and

WHEREAS, Section 218.391, Florida Statutes, requires the Committee to be composed of at least three members, of which one member must be a member of the City Council and shall serve as the chair of the Committee; and

WHEREAS, City staff may not serve as a member of the Committee but is permitted to assist in an advisory capacity; and

WHEREAS, the City Council desires to establish a Committee in accordance with these requirements.

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

Section 1. The following individuals are appointed to serve on the Committee:

Chair: _____

Committee Member:_____

Committee Member:_____

Committee Member:_____

Committee Member:_____

Section 2. Bylaws governing the composition, function, and procedures of the Committee, attached hereto as "Exhibit A", are hereby approved.

Section 3. This resolution shall take effect immediately upon its adoption.

ADOPTED in regular session of the City Council of the City of Punta Gorda, Florida on July 8, 2026.

CITY OF PUNTA GORDA,

ATTEST:

BY: _____
Deborah O. Lux, Mayor

_____
Sara Welch, City Clerk

APPROVED AS TO FORM:

_____
Steven Leskovich, Esq., Interim City Attorney
Bar #194840

EXHIBIT A

CITY OF PUNTA GORDA, FLORIDA
AUDITOR SELECTION COMMITTEE
BYLAWS

1. CREATION; TERMS OF MEMBERS; CONDITIONS

The City Council shall have an Auditor Selection Committee consisting of at least five (5) members with one (1) member being a Councilmember and the others to be appointed based on experience with governmental financial reporting and auditing. Members shall be residents of the City of Punta Gorda and serve without compensation but may be reimbursed for such travel, mileage and per diem as may be authorized by the City Council. Appointment shall be made by the City Council based on experience or interest and the stated availability to serve on the date(s) required. Appointments shall be for a term to expire upon conclusion of the Committee's activities.

Members who fail to attend two (2) consecutive meetings shall automatically forfeit appointment, and the City Council shall promptly fill each vacancy. Any member with extenuating circumstances shall present same to the City Clerk for consideration by City Council. Any member reinstated following forfeiture shall serve for the remainder of their original unexpired term and shall be eligible for additional terms, subject to term limits. Members are required to notify the City Clerk's office in advance of the meeting of any absence.

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CITY OF PUNTA GORDA, FLORIDA

Revision History
July 8, 2026 - Established

CITY COUNCIL
CITY OF PUNTA GORDA
07/ 8/2026

CONSENT AGENDA

Title:	Lease of Unit #1112 of 117 Herald Court Center to SWFL Mahjong Boutique.
Funds:	Not applicable.
Recommended Action:	City Council approval of the lease with SWFL Mahjong Boutique.
Summary:	City Council approval of the lease agreement with the SWFL Mahjong Boutique.
Department/Division:	City Manager / Legal

EXHIBITS:

1. SWFL Mahjong Boutique Lease

COMMERCIAL LEASE
HERALD COURT CENTRE

THIS LEASE ("Lease") is made as of this _____ day of July 2026, by and between THE CITY OF PUNTA GORDA, FLORIDA, a public body corporate and politic of the State of Florida created pursuant to Section 163.356 Florida Statutes (the "Landlord"), and SWFL Mahjong Boutique (the "Tenant").

W I T N E S S E T H:

1. PROPERTY. Herald Court Centre shall be the real property and improvements (mixed-use) located at 117 Herald Court, Unit 1112, Punta Gorda Florida.

2. PREMISES. Landlord leases unto Tenant and Tenant leases from Landlord, for the term and upon the terms and conditions set forth in this Lease, the following described premises, Unit #1112, consisting of a total of approximately 1,099 square feet of leasable floor area as hereinafter defined, (the "Premises"); as cross-hatched on the plan of the Herald Court Centre attached hereto as Exhibit "A" and made a part hereof. Leasable floor area as used in this Lease means, with respect to the Premises, the aggregate of the number of square feet of floor space measured from the exterior of any wall abutting the common area or any portion thereof and from the center line of walls which are common walls for floor area in the Herald Court Centre which may be leased to tenants.

Except as otherwise limited herein, the use and occupation by the Tenant of the Premises shall include the right to the non-exclusive use, in common with others, of all such automobile parking areas, driveways, truck and service courts, walks and other facilities of the Herald Court Centre provided or designated from time to time for common use, by Landlord as hereinafter provided, subject to the terms of this Lease and the rules and regulations for the use thereof, as prescribed from time to time by Landlord. Tenant acknowledges that a portion of Herald Court Centre may be utilized as a residential and/or commercial condominium and such condominium associations and/or owners of the individual condominium units located within the property shall be entitled to the shared use of all or part of the below-referenced Common Areas.

3. OPENING OF BUSINESS. Tenant agrees that upon receiving possession of the Premises from Landlord, it will with due diligence proceed to install such fixtures and equipment and to perform such other work as shall be necessary or appropriate in order to prepare the Premises for the opening of business. In the event that Tenant does not open the Premises for the conduct of its business within ninety (90) days after receiving possession of the Premises from Landlord, Landlord, in addition to all other remedies hereunder and not as a limitation thereof, shall have the option of terminating this Lease by giving Tenant written notice of such termination, whereupon this Lease shall be terminated unless by the date of the giving of said written notice, Tenant shall have opened the Premises for the conduct of its business.

4. USE.

A. Use of Premises. Tenants shall use and occupy the premises for multiple use, including a large TV for zoom meetings with other mahjong groups around the country for instructional classes. The space will include chairs and tables for instructional classes structured game times for beginners intermediate and advanced players, tenant will host catered events and private parties, a friendly website

including e-commerce site to purchase products, calendar of weekly monthly and seasonal events, Tenant will allow BYOB and will charge an uncorking fee, light fair snacks and beverages. Tenant shall be responsible for obtaining, at tenant's sole cost and expense, all applicable licenses and permits related to the foregoing use. This Lease is not subject to Tenant's ability to obtain any applicable licenses or permits. Tenant shall have the right to use a portion of the outside area, the location of such area being depicted in Exhibit "A", attached hereto. Tenant shall furnish all outdoor furniture to specifications approved by Landlord and shall maintain its outdoor seating area. Tenant shall use the Premises strictly in accordance with the above permitted use, and shall not use or permit, or suffer the use of, the Premises for any other business without the express prior written approval of Landlord. Tenant shall operate under the name or style of SWFL Mahjong Boutique" and Tenant represents to Landlord that it has full right and authority to use this name. Tenant may not operate under any other or different name without the prior written consent of Landlord.

B. Conduct. Tenant shall conduct business and operate at the Premises during all terms of this Lease consistent with the requirements of this Lease.

C. Outside Area. Tenant shall be allowed to use the outside area within the boundaries shown on Exhibit "A" subject to the conditions hereinafter set forth. Tenant shall furnish Landlord with documentation that clearly describes and depicts the type displays, number of tables, chairs and trash receptacles which are to be supplied by Tenant and used in the outdoor area. Landlord shall have the right to approve same, which approval shall be subject to Landlord's reasonable discretion. Tenant's liability insurance policy shall cover the outside area, and Tenant shall indemnify and hold Landlord harmless from any claims arising from Tenant's (and Tenant's employees and invitees) use of such area. Tenant shall always maintain the outside area in a clean and safe condition, and Tenant's continues use of the outside areas shall be subject to reasonable rules and regulations that Landlord may promulgate from time to time, in its reasonable discretion. If Tenant fails to maintain the outside area in a clean and safe condition acceptable to Landlord, then Landlord may elect, in its reasonable discretion to: (i) terminate Tenant's right to use the outside area and require Tenant to remove all displays, tables and chairs or (ii) charge Tenant for the additional cost of maintaining the area. Landlord may require the Tenant to install a railing around the outside area at Tenant's expense. There shall be no reduction in the amount of rent to be paid by Tenant in the event that Tenant (for any or no reason) is denied the use of, is unable to use, or elects (for any reason) not to use the outside area. Tenant's obligations under this Lease are not contingent upon the availability of the outside area for Tenant's use.

5. TERM.

A. Term of Lease. The term of this Lease shall commence as of the date of this Lease first written above and shall end (unless sooner terminated as herein provided) at Midnight on the date of the expiration of five (5) years from the first day of the calendar month next succeeding the "Rental Commencement Date" as hereinafter defined. Within thirty (30) days after the Rental Commencement Date, the parties hereto agree to execute a supplement to this Lease, in the form attached hereto as Supplement "I", fixing the definite date of the ending of the term of this Lease. The "term of this Lease", "Lease term" or "term hereof" as used in this Lease means the initial term and any extensions or renewals of the Lease, if any and if exercised.

B. Option to Renew. In the sole discretion of the Landlord, this Lease may be renewed upon the request of Tenant, upon such terms and conditions to be negotiated at that time. To exercise this option, Tenant shall send a written notice thereof to Landlord on or before the date that is at least six (6) months prior to the expiration of the initial term, but in no event sooner than nine (9) months prior to said date.

C. Lease Year, Calendar Year.

(1) The term "Lease Year" shall mean:

For the first Lease Year, that period commencing with the Rental Commencement Date and ending on the last day of the twelfth (12th) full calendar month following the Rental Commencement Date; and

For each succeeding Lease Year, that period commencing with the first day of the calendar month after termination of the preceding Lease Year and ending on the last day of the twelfth (12th) month thereafter.

(2) The term "Calendar Year" shall mean:

For the first Calendar Year, the period commencing with the Rental Commencement Date and ending December 31st of the year in which the term of this Lease commenced; and

For each succeeding Calendar Year, that period commences on January 1st and ends December 31st of that year; and

For the last Calendar Year, that period commencing January 1st of the last year of the term of this Lease or on January 1st of the last year of any option exercised and ending on the termination date of the initial term of this Lease or the termination date of any extension that has been duly exercised by Tenant.

6. FIXED MINIMUM.

A. Rental Commencement Date. The term "Rental Commencement Date" shall mean the earlier of: (a) the date the City of Punta Gorda issues a certificate of occupancy for Tenant's improvements, or (b) the sixty-first (61st) business day from the Lease Commencement Date. If the Rental Commencement Date is a day other than the first day of a calendar month, then Tenant shall pay, on the Rental Commencement Date, a pro rata portion of the fixed minimum rent and additional rent prorated on a per diem basis with respect to this fractional calendar month.

B. Minimum Rent. Commencing on the Rental Commencement Date, Tenant agrees to pay to Landlord without any prior demand and without any deduction or set off whatsoever, as the minimum rent (the "minimum rent") subject to adjustments as provided herein:

(1) First Lease Year, beginning on the Commencement Date, Tenant shall pay to the Landlord the sum of $18,683.00 annually, payable in advance in twelve monthly installments of $1,555.25 per month on the first day of each calendar month of the first Lease Year.

(2) Second Lease Year, beginning on the Commencement Date, Tenant shall pay to the Landlord the sum of $18,683.00 annually, payable in advance in twelve monthly installments of $1,555.25 per month on the first day of each calendar month of the second Lease Year.

(3) Third Lease Year, beginning on the Commencement Date, Tenant shall pay to the Landlord the sum of $18,683.00 annually, payable in advance in twelve monthly installments of $1,555.25 per month on the first day of each calendar month of the third Lease Year.

(4) Fourth Lease Year, beginning on the Commencement Date, Tenant shall pay to the Landlord the sum of $18,683.00 annually, payable in advance in twelve monthly installments of $1,555.25 per month on the first day of each calendar month of the third Lease Year.

(5) Fifth Lease Year, beginning on the Commencement Date, Tenant shall pay to the Landlord the sum of $18,683.00 annually, payable in advance in twelve monthly installments of $1,555.25 per month on the first day of each calendar month of the third Lease Year.

7. ADVANCE RENT - SECURITY DEPOSIT.

A. Advance Rent. Landlord acknowledges receipt from Tenant of the sum of $1,555.25 as rent for the first month of the term of this Lease, which amount includes Tenant's minimum rent ($1,555.25).

B. Ad Valorem Taxes. For the remainder of calendar year 2026, no Ad Valorem Tax charges shall be assessed to Tenant. Upon receipt of the applicable Ad Valorem Tax information from the Tax Collector's Office, Landlord shall calculate Tenant's share of the Ad Valorem Taxes, and such amount shall be billed to Tenant on the January 2027 invoice and shall be due and payable in accordance with the terms of this Lease.

B. Security Deposit. Landlord also acknowledges prior receipt from Tenant the sum of $1,555.25 (the "Deposit"), to be held as collateral security for the payment of any rent and other sums of money payable by Tenant under this Lease, and for the faithful performance of all other covenants and agreements of Tenant under this Lease. The Deposit, without interest, will be repaid to Tenant after the term of this Lease provided Tenant shall not be in default under this Lease. Upon any default by Tenant under this Lease, all or part of the Deposit may, at Landlord's sole option, be applied on account of such default, and thereafter Tenant shall promptly restore the resulting deficiency in the Deposit. Tenant hereby waives the benefit of any provision of law requiring the Deposit to be held in escrow or in trust, and the Deposit shall be deemed to be the property of Landlord and may be commingled by Landlord with its own funds.

In the event a mortgagee becomes the owner of the property comprising the Premises and does not receive the Deposit from the Landlord, then Tenant agrees to look only to the original or predecessor Landlord for the refund of the Deposit.

C. Transfer of Deposit. Landlord may deliver the Deposit to the purchaser of Landlord's interest in the Premises if such interest be sold, and thereupon Landlord shall be discharged from any further liability with respect to the Deposit.

D. Sales Tax. Tenant shall pay to Landlord monthly sales taxes from time to time imposed in connection with all rents and other sums paid by Tenant under this Lease.

8. COMMON AREA AND FACILITIES

A. Definition. The term "common area" shall mean all areas within the exterior boundaries of the Herald Court Centre which are used in common with others entitled to the use of such areas within the Herald Court Centre (and may include but not limited to residential condominium owners). Common areas shall include, without limitation, the Parking Garage, roofs and roof drainage system (e.g., gutters and downspouts), driveways, truck ways, delivery passages, loading docks, sidewalks, ramps, open and enclosed courts and malls, landscaped and planted areas, waterscape, exterior stairways, bus stops, retaining walls, restrooms not located within the premises of any tenant, and other areas and improvements provided by Landlord for the common use of Landlord and tenants and their respective employees and invitees. Landlord may make changes at any time and from time to time in the size, shape, location, number and extent of the common areas or any of them, and no such change shall entitle Tenant to any abatement of rent.

B. Use. Tenant and its employees and invitees shall be entitled to use the common areas during the term of this Lease in common with Landlord and with other persons authorized by Landlord from time to time to use such areas, subject to such reasonable rules and regulations relating to such use as Landlord may from time to time establish.

C. Control of Landlord.

(1) Landlord shall manage, equip, light, repair, insure and maintain the common areas in such manner as Landlord may in its sole discretion determine to be appropriate. Landlord may temporarily close any common area for repairs or alterations, to prevent a dedication thereof or the accrual of prescriptive rights therein, or for any other reason deemed sufficient by Landlord.

(2) Landlord shall have the right, from time to time and in his full discretion to reserve certain portions of the parking garage structure that is attached to the Herald Court Centre (the Parking Garage) for the exclusive use of one or more tenants of Landlord or the Landlord itself and its invitees.

(3) Tenant and its employees and vendors shall park their vehicles only in those portions of the parking areas as are from time to time designated for that purpose by Landlord. Tenant shall furnish Landlord with a list of its and its employees vehicle license numbers within fifteen (15) days after taking possession of the Premises, and Tenant shall thereafter notify Landlord of any change in such list within five (5) days after such change occurs. Tenants hereby assume responsibility for compliance with their employees with the parking provisions contained herein. Tenant agrees that upon the second notice by the Landlord or its representatives that the Tenant and/or its employees have parked their vehicles in a portion of the parking area not so designated as an employee parking area, then Landlord shall have the power to require the Tenant to pay to Landlord the sum of Fifty Dollars ($50.00) per day for each day the violation shall continue or Landlord may have the Tenant's or Tenant's employee's or vendor's improperly parked vehicle towed at Tenant's expense.

(4) If the Landlord elects to limit or control parking by customers or invitees of the Herald Court Centre, whether by validation, parking tickets, valet or any other method of assessment, Tenant agrees to participate in such validation or assessment program under reasonable rules and regulations as are from time to time established by Landlord.

D. Parking. Landlord reserves the right to exercise exclusive control and access to the parking garage facility that will be located adjacent to and part of the Herald Court Centre. Tenant acknowledges that the Landlord has not designated any parking spaced for the exclusive use of the Tenant.

Landlord also reserves the right to sell all or a portion of the Parking Garage to an affiliated or non-affiliated entity.

E. Common Area Maintenance Costs. Commencing on the Rental Commencement Date, Tenant agrees to pay, without any prior demand and without any deduction or set-off whatsoever, Tenant's proportionate share (as hereinafter defined) of all costs and expenses of every kind and nature as may be paid or incurred by Landlord during the lease term (including, without limitation, appropriate reserves) in operating, managing, insuring, equipping, lighting, repairing, replacing and maintaining the common areas and in providing access, parking, and security protection and fire protection for the Herald Court Centre as Landlord deems necessary, as determined in accordance with generally accepted accounting principles and allocated to any particular Calendar Year on the accrual method of accounting. These costs and expenses shall include, but shall not be limited to cleaning and repair of sidewalks and curbs, elevators and stairways; maintenance and repair of the landscaping, irrigation and waterscape systems; maintenance and repair of the Herald Court Centre signs and the directional signs, the lighting systems in the parking and walkway areas; janitorial service in public areas; programming cost and the cost to rent equipment to provide music in the common areas; maintenance and repair of common area furniture and decorations, maintenance and repair of any air conditioning systems in the common area; maintenance and repairs to the building roofs, gutters and downspouts; painting of the exterior of the Herald Court Centre; maintenance and repair of fire protection and alarm monitoring systems, storm drainage, sanitary and grease waste (if applicable) sewer systems, trash disposal or other utility systems; the cost of water service to the common areas; the cost of electricity for lighting in the public areas; the cost of electricity serving the HVAC system for the common areas; the wages and related payroll costs of all on-site personnel employed by Landlord to implement such services; accounting costs; premiums for Landlord's public liability, property damage, fire and extended coverage insurance for the entire Herald Court Centre and all buildings and improvements therein and including any costs incurred which are subject to any deductible not reimbursed by Landlord's insurance carrier; personal property taxes; fees for required licenses and permits; supplies; depreciation on maintenance and operating machinery and equipment (if owned by Landlord) and rental paid for such machinery and equipment (if rented by Landlord); any assessment Landlord, as the owner of the Herald Court Centre. Landlord shall not be liable in damages or otherwise for any failure or interruption of any common area services being furnished the Herald Court Centre, and no failure or interruption shall entitle Tenant to terminate this Lease.

F. Proportionate Payment.

(1) Tenant's Proportionate Share of Common Area Maintenance (CAM) Costs. Tenant shall pay its proportionate share of CAM costs at an initial rate of Four Dollars ($4.00) per square foot, for a total annual charge of Four Thousand Three Hundred Ninety-Six Dollars ($4,396.00), payable in twelve (12) monthly installments of Three Hundred Sixty-Six Dollars and Thirty-Three Cents ($366.33) during the first Lease Year. The CAM rate is subject to annual adjustment and may increase during the Lease Term and any renewal or extension term based on actual common area maintenance expenses.

9. PUBLIC UTILITIES.

A. Utility Charges. Tenant shall pay all charges for gas, water, sewer, waste removal, electricity, telephone and other utility services used in or supplied to the Premises during the lease term and billed directly to Tenant by the applicable provider includes any connection fees. If any such charges are not paid when due, Landlord may pay the same, and any amount paid by Landlord shall immediately become due to Landlord from Tenant as additional rent.

B. Furnishing of Services. If Landlord shall elect to furnish any waste removal or utility services to the Premises, Tenant shall purchase its waste removal and utility services from Landlord so long as the rates charged by Landlord are reasonably equivalent to those which Tenant would be required to pay if such services were furnished it directly by a private collection agency or utility company.

C. Interruption of Service. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished the Premises by Landlord or otherwise. No failure or interruption of utility service shall entitle Tenant to cancel this Lease.

D. Tenant's Payment for Utility Services Provided by Landlord. Tenant shall promptly pay to Landlord as additional rent its share of utility charges as billed by Landlord. Tenant's share of utility charges may, at Landlord's sole discretion, be determined by submetering or by any other reasonable means. The costs of any submeters installed for the Premises shall be born solely by Tenant and, to the extent such costs are incurred by Landlord, shall promptly be reimbursed by Tenant to Landlord by no later than ten (10) days after receiving written notice thereof from Landlord. Utility charges shall be considered to be additional rent and are not included as part of the common area maintenance costs.

E. Special Provision for Water and Sewer. Landlord has installed, separate water and sewer sub-meters for the Premises (and for each other premises located on the first floor of the building). Landlord will send Tenant an invoice, monthly, setting forth the amount of water and sewer service used by Tenant at the Premises, and Tenant shall promptly remit payment of the same to Landlord as additional rent. Water and sewer service for all common areas of the building shall continue to be included as a Common Area maintenance cost. In that event, water and sewer service shall continue to be a Common Area maintenance cost, but shall be itemized and charged separate from all other Common Area maintenance costs, only to those tenants whose premises (including, if applicable, the Premises) within the Building do not have separate water and sewer meters, in the same proportion that the leasable floor area of any such tenant's premises bears to the leasable area of all such premises. If a separate meter for water and sewer services is installed for the Premises, then Tenant's proportionate share will exclude that portion of the water and sewer service applicable to the various premises within the building and the utility company supplying such water and sewer service may bill Tenant direct for such service and Tenant shall pay such utility company, or if Landlord is required to pay for such water and sewer service Tenant will reimburse Landlord for such service within thirty (30) days after receipt of a bill from Landlord for such services based upon actual usage of water and sewer services in the Premises, at the rate charged to Landlord by applicable utility company, plus any applicable sales tax, which will be submitted to Tenant by Landlord not more frequently than monthly.

F. Special Provisions Regarding Excess Trash Removal. Landlord reserves the right to charge Tenant for the cost of any extraordinary trash or garbage removal required by Tenant's use of the Premises, including such removal as may be required in connection with the commencement or termination of Tenant's business in the Premises. Furthermore, Landlord specifically reserves the right to require Tenant,

or any other tenant in the building, to pay for trash removal services directly to the company or entity supplying same, and/or to contract directly for trash removal services with a company or entity selected or approved by Landlord.

G. Impact Fee. Tenant recognizes that the governing municipality's Water and Sewer Authority or Public Works Department or other Agencies may require connection fees associated with food and beverage users, hair salons, medical users, laundries, banks and other users beyond any fees that may have already been paid for by Landlord or would be normally due for retail space ("Additional Connection Fees"). Tenant agrees to pay all such Additional Connection Fees as its sole responsibility. Tenant shall pay these fees either to the governing agency or the Landlord, depending on whether Landlord has prepaid such Additional Connection Fees. Further Tenant recognizes that the governing county or city may require an impact fee associated with Tenant's use or occupancy as a condition of permitting Tenant's construction or occupancy. Tenants agree to pay any and all such impact fees over those that would normally be due for retail space.

H. Janitorial Service. Tenant shall be responsible, at Tenant's sole cost and expense, for obtaining and maintaining janitorial service (including trash removal from the inside of the Premises) for the Premises.

10. REAL PROPERTY TAXES.

A. Real Property Taxes. Prior to the commencement of each Calendar Year, Landlord shall give Tenant a written estimate of Tenant's share of real property taxes, if any, for the ensuing Calendar Year. Commencing on the Rental Commencement Date, and thereafter, on the first day of each month during the lease term Tenant shall pay to Landlord as additional rent, in advance without any prior demand and without any deduction or set-off whatsoever, Tenant's share of an amount of the real property taxes obtained by dividing by twelve (12) the total of all real property taxes payable during each Calendar Year. Within ninety (90) days after the end of each Calendar Year, Landlord shall furnish to Tenant a statement of the cost and expense incurred by Landlord for real property taxes during such Calendar Year and the parties shall promptly make any payment or allowance necessary to adjust Tenant's estimated payment to Tenant's actual share of real property taxes as shown by such statement.

B. Definitions. The term "real property taxes" shall include all taxes, assessments, community developmental district assessments (both regular and special), and all other governmental or quasi-governmental charges assessed, levied upon or with respect to the real property and improvements located within the Herald Court Centre, including all common areas and improvements, or any future tax levied in lieu of real property taxes, or any other taxes or impositions, or such other costs and fees incurred by Landlord, including, contesting all taxes and/or negotiating with any public authorities with respect thereto; provided, however, that the term "real property taxes" shall not include any franchise, estate, inheritance, succession, capital levy, net income or excess profits taxes imposed upon Landlord. Tenant will pay as Tenant's share of the real property taxes an amount equivalent to that proportion which the gross leasable floor area of the Premises bears to the gross leasable floor area of the Herald Court Centre buildings included in that tax parcel. Any portion of the Herald Court Centre assessed as a separate parcel and which taxes thereon are paid by the tenant of that separately taxed parcel shall not be included within the computation of the amount of real property taxes which shall be borne proportionately by the Tenant.

C. Personal Property Taxes. Tenant shall pay when due all personal property taxes and assessments on the furniture, fixtures, equipment and other property of Tenant located in the Premises and on additions and improvements in the Premises belonging to Tenant.

11. INSURANCE.

A. Liability Insurance - Premises. Tenant shall at all times during the term of this Lease and at its cost and expense, maintain in effect workers' compensation insurance as required by Florida Law, and comprehensive general, public liability and property damage insurance having minimum limits of coverage as Landlord may reasonably request from time to time, but not less than One Million Dollars ($1,000,000.00). Said insurance shall be endorsed to name Landlord as an additional insured thereunder. Said insurance shall be the primary insurance as respects Landlord and not participating with any other available insurance. In no event shall the limits of said policies be considered as limiting the liability of Tenant under this Lease.

B. Liquor Liability Insurance. If at any time Tenant shall sell or serve alcoholic beverages in, at or from the Premises, Tenant shall at all times during the term hereof at its sole cost and expense maintain in effect a policy or policies of insurance insuring Landlord (as additionally named insured) and Tenant against loss, cost, or expense by reason of bodily injury or property damage for which Landlord and/or Tenant may be held liable by or because of the violation of any statute, ordinance or regulation pertaining to the sale, gift, distribution, or use of any alcoholic beverage, by reason of the selling, serving, or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person, or as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or as an owner or lessor of the premises used for such purposes. The liquor liability insurance shall be written with minimum limits of coverage as reasonably required by Landlord from time to time, but not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence.

C. Fire Insurance - Fixtures and Equipment.

(1) Tenant shall at all times during the term hereof, and at its cost and expense, maintain in effect policies of insurance covering (a) its fixtures and equipment located in and on the Premises, in an amount not less than ninety percent (90%) of their replacement value, providing protection against any peril included within the classification "Fire and Extended Coverage," together with insurance against sprinkler damage, vandalism and malicious mischief and (b) all plate glass on the Premises.

(2) The proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair or replace the fixtures, equipment and plate glass so insured.

D. Fire Insurance - Premises; Rent Abatement Insurance. Landlord shall at all times during the term hereof maintain in effect a policy or policies of insurance covering the Premises, providing protection against any peril included within the classification "Fire and Extended Coverage," together with insurance against sprinkler damage, vandalism, malicious mischief, and abatement or loss of rent in case of said insured casualties. Such insurance shall be paid for by the Tenant, in the proportions and in accordance with the time limitations provided in this Lease and shall be included as part of the common area maintenance costs payable by Tenant.

E. Insurance Policies. All insurance required to be carried by Tenant hereunder shall be in companies, on forms and with loss payable clauses satisfactory to Landlord and copies of policies of such insurance or certificates evidencing such insurance shall be delivered to Landlord by Tenant showing Landlord and its designees as an additional insured thereunder. No such policy shall be amended or cancelled except after thirty (30) days prior written notice to Landlord.

F. Waiver. Landlord and Tenant each hereby waives any and all rights of recovery against the other or against any other tenant or occupant of the Herald Court Centre or against the officers, employees, agents, representatives, customers and business visitors of such other party or of such other tenant or occupant of the Herald Court Centre, for loss of or damage to such waiving party or its property or the property of others under its control, arising from any cause insured against under the standard form of fire insurance policy with all permissible extension endorsements covering additional perils or under any other policy of insurance carried by such waiving party in lieu thereof. Tenant shall obtain and furnish evidence to Landlord of the waiver by Tenant's workers' compensation carrier of any right of subrogation against Landlord.

G. Indemnity. Tenant hereby indemnifies Landlord and saves it harmless from and against any and all claims, actions, damages, liability and expense (including, without limitation, reasonable attorney's fees and costs of litigation, including appeal) in connection with loss of life, personal injury and/or damage to property arising from the occupancy or use by Tenant of the Herald Court Centre, common areas, and/or Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, vendors, contractors, employees, servants, lessees, concessionaires and/or invitees. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees and costs incurred or paid by Landlord in connection with such litigation.

H. Exemption of Landlord. Except for Landlord's gross negligence, Landlord shall not be liable for injury or damage which may be sustained by the person, goods, wares, merchandise or property of Tenant, its employees, invitees or customers or any other person in or about the Premises caused or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the same, whether they said damage or injury results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant of the Herald Court Centre. Furthermore, Landlord shall not be liable for any injury of damage proximately caused by the acts or omissions of its employees or agents in the design, review, approval, construction, renovation or repair of any improvements made on behalf of Tenant in the Premises.

I. Remedies. Landlord shall have all the remedies for the collection of Tenant's share of taxes and insurance premiums as are provided Landlord under the terms of this Lease for the collection of rent.

12. RENT PAYMENTS.

A. Time and Place of Payment. Tenant will promptly pay all minimum, percentage and additional rent and other charges and render all statements on the date they are due at the office of Landlord, CITY OF PUNTA GORDA, FINANCE DEPARTMENT, at 117 Herald Court Center, Unit 211, Punta Gorda, Florida, 33950, or to such other person or corporation, and at such other place, as shall be designated by

Landlord in writing at least ten (10) days prior to the next rent payment date. All checks shall be made payable to "City of Punta Gorda" unless otherwise directed by Landlord. If Landlord shall pay any monies, or incur any expenses in correction of any violation of any covenant of Tenant, the amounts paid or incurred shall, at Landlord's option and on notice to Tenant, be considered additional rent payable by Tenant with the first installment of rent thereafter to become due and payable, and may be collected or enforced as provided in this Lease.

B. Additional Rent. The Tenant shall pay as additional rent all sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be designated "additional rent". If such amounts or charges are not paid at the time provided in this Lease, they shall be collectible as additional rent with the next installment of minimum rent thereafter falling due hereunder.

C. Service Charge. A service charge of One Hundred Dollars ($100.00) or one- and one-half percent (1.5%) of the amount due, whichever is greater, may be assessed on the payment of rent received later than five (5) days after its due date. If any check, bank draft, order for payment or negotiable instrument given to Landlord for any payment under this Lease shall be dishonored for any reason whatsoever not attributable to Landlord, Landlord shall be entitled to make an administrative charge to Tenant of One Hundred Dollars ($100.00) or any amount provided by law, whichever is greater. In addition, Landlord shall be reimbursed by Tenant for any costs incurred by Landlord as a result of said payment being dishonored.

D. Past Due Rent. If Tenant shall fail to pay, within ten (10) days after the same is due and payable, any minimum, percentage or additional rent, or any other sums due under this Lease, such unpaid amounts shall bear interest from the due date thereof to the date of payment at a rate equal to four (4%) percent in excess of the "prime rate" announced from time to time by the Wall Street Journal as its short term base rate for credit worthy customers.

13. REPAIRS.

A. Landlord's Obligations. Subject to the provisions of Paragraph 14 hereof, Landlord shall during the term of this Lease keep in first-class order, condition and repair only the foundations, exterior walls (excluding the interior surface of exterior walls and excluding all windows, doors, plate glass and showcases), downspouts, gutters and roof of the Premises, except for any damage thereto caused by any negligent act or omission of Tenant or its agents, employees or invitees, and except for reasonable wear and tear; provided, however, that Landlord shall have no obligation to repair until a reasonable time after the receipt by Landlord of written notice from Tenant of the need for repairs. The cost of such repairs, exclusive of structural repairs, may be included as part of the common area maintenance costs payable by Tenant. Tenant waives the provisions of any law permitting Tenant to make repairs at Landlord's expense. Notwithstanding anything to the contrary in this Lease, there is reserved to Landlord the use of the exterior walls and roof and the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires through the Premises in locations which will not materially interfere with Tenant's use thereof. Tenant shall promptly notify Landlord, in writing, if Tenant becomes aware of any condition within the Premises of which Landlord has repair obligations under this Subparagraph 13.A.

B. Tenant's Obligations.

(1) Subject to the provisions of Paragraph 14 hereof and Subparagraph 13.A. hereof, Tenant shall during the term of this Lease keep in first-class order, condition and repair the Premises and

every part thereof, including, without limiting the generality of the foregoing, all plumbing, heating, air conditioning, ventilating (including any hood systems), electrical and lighting facilities and equipment within the Premises or exclusively servicing the Premises, fixtures, interior walls and interior surface of exterior walls, ceilings, windows, doors, plate glass, showcases, skylights, entrances and vestibules located within the Premises and Tenant's storefront. Tenant shall paint the interior walls and interior surface of exterior walls as often as may be required to keep the Premises neat and attractive. Tenants shall during the term of this Lease replace the heating, air conditioning, ventilating equipment, light bulbs and floor coverings whenever replacement of said items is required.

(2) If Tenant fails to perform its obligations under this Subparagraph 13.B., Landlord may at its option, after five (5) days' written notice to Tenant, enter upon the Premises and put the same in good order, condition and repair and the cost thereof shall become due and payable as additional rent by Tenant to Landlord upon demand.

(3) The Tenant will maintain a service contract on the heating and cooling system at the Premises. The Tenant will furnish a copy of said service contract to the Landlord within thirty (30) days after receiving possession of the Premises and whenever requested by Landlord.

(4) On the last day of the term of this Lease, or on any sooner termination, Tenant shall surrender the Premises to Landlord in the same condition as existed on the date Tenant opened for business within the Premises, ordinary wear and tear and damage by insured casualty excepted.

(5) Tenant will maintain a service contract with respect to the grease trap provided by the Landlord and serving the Premises, and all costs and expenses arising out of or related to the maintenance and repair of such grease trap shall be at the sole expense of Tenant. If Tenant fails or refuses to provide for the maintenance and repair of the grease trap serving the Premises, then Landlord shall have the right to undertake such repairs and/or maintenance for the account of Tenant. Tenant shall provide Landlord with a copy of said contract and proof of services within ten (10) days of Landlord's request.

14. RESTORATION.

A. Insured, Minor Damage. Subject to the provisions of Subparagraphs 14.B. and 14.C. hereof, if at any time during the term of this Lease, the Premises are destroyed or damaged and: (i) such damage is not "substantial" (as hereinafter defined), and (ii) such damage was caused by a casualty required to be insured against under Subparagraph 11.D. hereof, the Landlord shall commence the repair of such damage within ninety (90) days after the date of occurrence of such
damage, and this Lease shall continue in full force and effect.

B. Non-Insured or Major Damage. Subject to the provisions of Subparagraph 14.C. hereof, if at any time during the term of this Lease, the Premises are destroyed or damaged and either (i) such damage was caused by a casualty not required to be insured against under Subparagraph 11.D. hereof, or (ii) such damage is "substantial"(as hereinafter defined) then Landlord, at its sole option, shall either (i) commence the repair of such damage at Landlord's expense, in which event this Lease shall continue in full force and effect, or (ii) cancel and terminate this Lease as of the date of the occurrence of such damage by giving Tenant written notice of its election to do so within sixty (60) days after the date of occurrence of such damage.

C. Damage near End of Term. If the Premises are destroyed or damaged during the last eighteen (18) months of the original term of this Lease or any renewal or extensions of this Lease and the estimated cost of repair exceeds ten percent (10%) of the minimum rent then remaining to be paid by Tenant for the balance of the term, Landlord may at its option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to Tenant of its election to do so within sixty (60) days after the date of occurrence of such damage. If Landlord shall not so elect to terminate this Lease, the repair of such damages shall be governed by Subparagraph 14.A. or Subparagraph 14.B. hereof, as the case may be.

D. Abatement of Rent; Tenant's Remedies.

(1) If the Premises are destroyed or damaged and Landlord repairs or restores them pursuant to the provisions of this Paragraph, Tenant shall continue the operation of its business in the Premises to the extent reasonably practicable from the standpoint of prudent business management, and the minimum rent and additional rent payable for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which Tenant's use of the Premises is impaired, but only to the extent of any proceeds received by Landlord from the rent abatement insurance described in Subparagraph 11.D. hereof. There shall be no abatement of the percentage rent. Tenant shall have no claim against Landlord for any damage suffered by Tenant by reason of such damage, destruction, repair or restoration and Landlord shall not be liable to Tenant for any interruption to Tenant's business or for damage to or replacement or repair of Tenant's property or to any leasehold improvements installed in the Premises by or on behalf of Tenant.

(2) If the Landlord shall be obligated to repair or restore the Premises under the provisions of this Paragraph and shall not commence such repair or restoration within ninety (90) days after such obligation shall accrue, Tenant may at its option, as its sole and exclusive remedy against Landlord, cancel and terminate this Lease as of the date of occurrence of such damage by giving Landlord written notice of its election to do so at any time prior to the commencement of such repair or restoration.

E. Reconstruction of Improvements. In the event of any reconstruction of the Premises under this Paragraph 14, said reconstruction shall be in strict conformity with the provisions of Exhibit "B" hereof and to the extent of the work as therein set forth as work to be done by Landlord and work to be done by the Tenant. Landlord's obligation to reconstruct the Premises shall be only to the extent of the work as described as "Landlord's Work" in Sections "A" and "B" of Exhibit "B" hereof. Tenant, at its sole cost and expense, shall be responsible for the repair and restoration of all items as set forth as "Tenant's Work" in Section "C" of said Exhibit "B" and the replacement of its stock in trade, trade fixtures, furniture, furnishings and equipment and merchandise hereof promptly upon delivery to it of possession of the Premises and shall diligently pursue, in a workmanlike manner, such repair, restoration and replacement to completion.

F. Termination. Upon any termination of this Lease under any of the provisions of this Paragraph 14, the Landlord and Tenant shall be released from this Lease without further obligations to the other party coincident with the surrender of possession of the Premises to the Landlord except for items which have accrued and remain unpaid as of the termination date. In the event of termination for reason of damage by fire or other perils covered by Tenant's Fire and Extended Coverage insurance under Subparagraph 11.C. hereof, or in the event that Tenant fails to reopen for business within the Premises for any reason after

Landlord has completed its repairs, all such proceeds covering the items specified as "Tenant's Work" in Section "C" of Exhibit "B" and Tenant's leasehold improvements, but excluding proceeds for trade fixtures, merchandise, signs and other personal property, shall be disbursed and paid to the Landlord.

G. Definitions.

(1) For the purpose of this Paragraph, "substantial" damage to the Premises shall be deemed to be damage, the estimated cost of repair of which exceeds one-fourth ($1/4^{th}$) of the then estimated replacement cost of the building of which the Premises are a part, or damage to the Herald Court Centre, the estimated cost of repair of which exceeds one-fourth ($1/4^{th}$) of the then estimated replacement cost of the Herald Court Centre buildings damaged which are owned by Landlord.

(2) The determination in good faith by Landlord of the estimated cost of repair of any damage and/or of the estimated replacement cost of any building shall be conclusive for the purpose of this Paragraph.

15. TENANT'S RIGHT TO MAKE ALTERATIONS.

A. Landlord Approval. Tenant shall not without first obtaining Landlord's written approval and consent: (i) make any structural alterations, additions or improvements, (ii) make non-structural alterations, additions, or improvements valued in excess of Five Thousand Dollars ($5,000), (iii) install any shades, awnings, lighting fixtures or any other thing on the exterior of the Premises or (iv) make any changes to the storefront. Any work done or authorized by Tenant shall be done in a lien-free manner and shall be performed by a state licensed contractor approved in writing by Landlord, which approval shall not be unreasonably withheld. All fixtures installed by Tenant shall be new or completely reconditioned. All alterations, decorations, additions and improvements made by the Tenant, or made by the Landlord on Tenant's behalf by agreement under this Lease, shall remain the property of the Tenant for the term of the Lease. Such alterations, decorations, additions and improvements shall not be removed from the Premises prior to the end of the term without Landlord's written prior consent. Upon expiration or earlier termination of this Lease, all such alterations, decorations, additions and improvements shall become the property of the Landlord, unless Landlord, at its option, requires Tenant to remove all or any portions of such alterations, decorations, additions and/or improvements in which event Tenant shall remove such items at Tenant's sole cost and expense.

B. Bond Requirement. The Landlord reserves the right before approving any such changes, additions or alterations, to require the Tenant to furnish it, from a bonding company acceptable to Landlord, good and sufficient performance and/or payment bonds conditioned that said bonding company will save Landlord harmless from the payment of any claims, either by way of damages and/or liens. In the event any labor, materials or equipment are furnished to Tenant in, on or about the Premises with respect to which any mechanic's or materialmen's lien might to billed against the Premises, or against Landlord's interest therein, Tenant agrees to take appropriate action prior to the furnishing thereof to assure that no such lien will be filed; and Tenant agrees to pay, when due, all sums of money that may become due for any such labor, materials or equipment and to cause any such lien to be fully discharged and released promptly upon receiving notice thereof. The Tenant hereby protects, indemnifies and saves harmless the Landlord from and against any and all claims, actions, damages, liability and expense (including, without limitation, reasonable attorney's fees and costs of litigation, including appeal) on account of any injury to third persons or property by reason of any changes, additions or alterations, and hereby so protects, indemnifies and saves harmless Landlord from the payment of any claim of any kind

or character on account of bills for labor or material in connection therewith. Any equipment or work other than those items specifically enumerated in said Exhibit "B" which the Landlord installs or constructs in the Premises on the Tenant's behalf shall be paid for by Tenant within fifteen (15) days after receipt of a bill therefore at cost, plus twenty percent (20%) for overhead and supervision.

C. Americans with Disabilities Act. Tenant acknowledges that the Premises and the and/or the Herald Court Centre may constitute a place of public accommodation or a commercial facility under Title III of the Americans with Disabilities Act ("ADA") and that the ADA is applicable to owners and tenants of places of public accommodation and commercial facilities. Tenant further acknowledges that, pursuant to the ADA, any structural alteration to the Premises must comply with accessibility standards set forth in the rules promulgated by the United States Department of Justice, 28 CFR Section 36.101 et seq., as may subsequently be amended. If Tenant makes any alterations to the Premises which would require compliance with Title III of the ADA and the accessibility standards promulgated by the United States Department of Justice, Tenant agrees to design and build such structural alterations so as to comply with the ADA and such accessibility standards. Tenant hereby agrees to indemnify and hold Landlord harmless from and against any and all liabilities, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action (including attorney fees and costs) which in any way arise from or relate to any alteration of the Premises by Tenant.

16. SIGNS.

A. Tenant will not place or suffer to be placed or maintained on any exterior door, wall or window of the Premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Premises without first obtaining Landlord's written approval or consent. Landlord shall have the right to reject signage proposed by Tenant for purely aesthetic reasons. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times. See Exhibit "C", attached hereto and made a part hereof, for Landlord's Master Sign Plan and Criteria.

17. AFFIRMATIVE COVENANTS OF TENANT.

A. Tenant agrees:

(1) To comply with any and all requirements of any of the constituted public authorities, and with the terms of any State or Federal statute or local ordinance or regulation applicable to Tenant or its use of the Premises, and to save Landlord harmless from penalties, fines, costs, expenses or damages resulting from failure to do so.

(2) To give to Landlord prompt written notice of any accident, fire or damage occurring in, on or to the Premises.

(3) To load and unload all goods only at such times in the areas and through such entrances as may be designated for such purposes by Landlord. Trailers or trucks shall not be permitted to remain parked, overnight, in any area of Herald Court Centre, whether loaded or unloaded.

(4) To keep the Premises at all times in a neat, clean and sanitary condition, free from objectionable odors, and shall neither commit nor permit any waste or nuisance thereon. Tenant shall use, at

Tenant's cost, a pest extermination contractor at such intervals as may be necessary to keep the Premises free of pests. Tenant shall keep the outside areas immediately adjoining the Premises clear and not to burn, place or permit any rubbish, obstruction or merchandise in such areas.

(5) To keep all garbage and refuse in the kind of container specified by Landlord and to place the same outside of the Premises, prepared for collection in the manner and at the times and places specified by Landlord, and in accordance with municipal regulations, and to furnish to Landlord evidence of a contractual obligation between Tenant and a garbage collection company that Tenant's garbage will be collected not less than two (2) times per week. If Landlord provides garbage collection services, Tenant will pay the cost of same as determined by Landlord in accordance with the provisions of Subparagraph 9.D. If Tenant serves or prepares food or beverages at, in or upon the Premises, Tenant will remove all garbage and refuse from the Premises not less than one (1) time per day.

(6) To warehouse, store and/or stock in the Premises only such goods, wares and merchandise as Tenant intends to offer for sale at retail at, in, from or upon the Premises. This shall not preclude occasional emergency transfers of merchandise to the other stores of Tenant, if any, not located in the Herald Court Centre. Tenant shall use for office, clerical or other non-selling purposes only such space in the Premises as is from time to time reasonably required for Tenant's business in the Premises.

(7) To keep all mechanical apparatus free of vibrations and noise which may be transmitted beyond the Premises, and no objectionable odors shall be permitted to emanate or be dispelled from the Premises.

(8) To install such fire extinguishers and other safety equipment as Landlord shall require or to comply with the rules of any governmental authority or insurance company.

(9) To not violate, cause a default under or terminate any franchise, license or other agreement if Tenant has a franchise, license or other agreement to use a name or to sell products either as of the date of this Lease or during the term of this Lease.

(10) To use as advertised business, address the name of the Herald Court Centre. Tenant shall not use the name of the Herald Court Centre for any purpose other than as the address of the business to be conducted by Tenant in the Premises, and Tenant shall not acquire any property right in or to any name which contains the name of the Herald Court Centre as a part thereof. Any permitted use by Tenant of the name of the Herald Court Centre during the term of this Lease shall not permit Tenant to use, and Tenant shall not use such name of the Herald Court Centre either after the termination of this Lease or at any other location.

(11) To use in its advertising and promotional activities for its business in the Premises such references to the name of the Herald Court Centre and such identifying lettering, marks, or symbols referring to the Herald Court Centre as Landlord shall specify from time to time.

18. NEGATIVE COVENANTS OF TENANT.

A. Tenant agrees that it will not do any of the following without the prior consent in writing of Landlord:

(1) Use or operate any machinery that, in Landlord's opinion, is harmful to the building or disturbing to other tenants in the building of which the Premises is a part. Tenant shall not use any loudspeakers, televisions, phonographs, radios or other devices in a manner so as to be heard or seen outside of the Premises.

(2) Display merchandise or signs, either for sale or for promotional purposes, on the exterior of the Premises or in the common areas of the Herald Court Centre without the Landlord's prior written consent.

(3) Do or suffer to be done any act, manner or thing objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Premises or any part thereof, or on the building of which the Premises may be a part, shall become void or suspended. Upon the breach of this covenant, in addition to all other remedies of Landlord and not as a limitation thereof, Tenant agrees to pay to Landlord as additional rent any and all increase or increases of premiums on insurance carried by Landlord on the Premises, or any part thereof, or on the building of which the Premises may be a part, caused in any way by the occupancy of Tenant.

(4) Conduct any auction, fire, bankruptcy, sidewalk, selling-out, or going-out-of-business sale on or about the Premises.

(5) Commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the Premises may be locate, or in the Herald Court Centre, or which may disturb the quiet enjoyment of any person within five hundred (500') feet of the boundaries of the Herald Court Centre.

(6) Engage in the business of a massage parlor or adult bookstore or facility selling or displaying sexual aids, peep shows, tattoos, pornographic books, literature, or videotapes (materials shall be considered "adult" or "pornographic" for such purpose if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality), or as which a business exhibits either live or by other means to any degree, nude or partially clothed dancers or wait staff.

(7) Engage in the selling or exhibiting of drug-related paraphernalia or items that are commonly sold in a so-called "headshop".

(8) Operate as a gambling facility or gaming operation, including but not limited to: off-track or sports betting parlor; table games such as blackjack or poker; slot machines, video poker/blackjack/keno machines or similar devices; billiard room; video arcade; or bingo hall. Notwithstanding the foregoing, this prohibition shall not be applicable to government sponsored gambling activities or charitable gambling activities, so long as such activities are incidental to the business operation being conducted by the occupant.

(9) Cause nor permit to occur any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under or about the Premises arising from Tenant's use or occupancy therein, including but not limited to, soil and ground water conditions, nor shall Tenant cause or permit the use, generation, release, manufacture, refinement, production, processing, storage or disposal of any Hazardous Substance without Landlord's prior written consent, which consent may be withdrawn, conditioned, or modified by Landlord in its sole and absolute discretion.

(10) The term Hazardous Substances, as used in this Lease, shall include, without limitation: flammable, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

(11) Tenant shall indemnify, defend and hold Landlord, its respective officers, directors, beneficiaries, shareholders, partners, agents, and employees harmless from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith including attorneys' and consultants' fees, arising out of, or in any way connected with, any deposit, spill, discharge or other release of Hazardous Substances, at or from the Premises, or which arises at any time from Tenant's use or occupancy of the Premises, or from Tenant's failure to comply with or satisfy government required action on the matter. Tenants' obligations and liabilities under this paragraph shall survive the expiration of this Lease.

19. RIGHTS OF LANDLORD.

A. Landlord reserves the following rights with respect to the Premises:

(1) Landlord and its agents shall have free access to the Premises during all reasonable hours for the purpose of: examining the same to ascertain if they are in good repair, making repairs which Landlord may be required or permitted to make either to the Premises or to the building of which the Premises are a part and exhibiting the same to prospective purchasers, tenants or mortgagees.

(2) To display a For Rent sign at any time after notice from either party of intention to terminate this Lease, or at any time within six (6) months prior to the expiration of this Lease, and all of said signs shall be placed upon such part of the Premises as Landlord shall require, except on display windows or door or doors leading into the Premises.

(3) To install or place upon, or affix to, the roof and exterior walls of the Premises equipment, signs, displays, antennae, and any other object or structure of any kind, provided the same shall not materially impair the structural integrity of the building or interfere with Tenant's occupancy.

(4) Landlord hereby reserves the right at any time and from time to time to make alterations or additions to and to build additional stories on the building in which the Premises are contained and to build additional structures and/or other improvements adjoining the same. Landlord also reserves the right to construct other buildings or improvements in the Herald Court Centre from time to time and to make alterations thereof or additions thereto and to build additional stories on

any such building and/or buildings and to build adjoining same and/or to construct double-deck or elevated parking facilities.

20. ASSIGNMENT AND SUBLETTING.

A. Landlord's Consent Required. Tenant shall not voluntarily or by operation of law assign, transfer, lien, mortgage or otherwise encumber all or any part of Tenant's interest in this Lease, or in Tenant's fixtures or in the Premises, and Tenant shall not sublet all or any part of the Premises without the prior written consent of Landlord in each instance, which consent may be withheld and Landlords sole and absolute discretion. If Tenant is a corporation, limited liability company, partnership, or any other legal entity, any transfer of any ownership interests of Tenant without the prior written consent of Landlord shall be deemed an unauthorized assignment of this Lease.

Any assignment, transfer, mortgage, encumbrance or subletting or an attempt to assign, transfer, mortgage, encumber or subletting, without such consent, shall, at the option of the Landlord, constitute grounds for termination of this Lease or an event of default under this Lease. Landlord shall have the right to require Tenant to furnish Landlord with any information requested by Landlord relating to the proposed assignee's financial condition, the financial condition of the proposed assignee's other business operations, the proposed assignee's business history and background, including that of the principals, and the financial condition of any required sureties. If it shall be determined that Landlord's consent be unreasonably withheld, Landlord shall in no event be liable for any money judgment by any reason hereof.

B. No Release of Tenant. No subletting or assignment, even with the consent of Landlord, shall relieve Tenant of its obligation to pay the rent and to perform all of the other obligations to be performed by Tenant hereunder. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any assignment or subletting.

C. Written Instrument. Each subletting or assignment to which Landlord has consented shall be by an instrument in writing in form satisfactory to Landlord, and shall be executed by the sublessor or assignor and by the sublessee or assignee in each instance, as the case may be, and each sublessee or assignee shall agree in writing for the benefit of the Landlord herein to assume, to be bound by, and to perform the terms, covenants and conditions of this Lease to be done, kept and performed by the Tenant. One original executed copy of such written instrument shall be delivered to the Landlord.

D. Attorneys' Fees and Approval Fees Relating to Assignment or Sublet. Tenant agrees to reimburse Landlord for Landlord's reasonable attorneys' fees and costs and such other reasonable charges which Landlord incurs or causes to be incurred in connection with the processing, documentation and determination of any requested subletting or assignment of this Lease or Tenant's interest in and to the Premises, and payment shall be due from Tenant to Landlord upon demand.

21. EMINENT DOMAIN.

A. If the whole of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose (a sale in lieu of condemnation to be deemed a taking for the purposes of this paragraph), then the term of this Lease shall cease and terminate as of the date of possession being required by the condemning authority and all rentals shall be paid up to that date.

B. If any part of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the Premises unsuitable for the business of the Tenant, then the term of this Lease shall cease and terminate as of the date of possession being required by the condemning authority.

C. In the event of a partial taking or condemnation, which is not extensive enough to render the Premises unsuitable for the business of the Tenant, then Landlord shall promptly restore the Premises to a condition comparable to the condition at the time of such condemnation, less the portion lost in the taking, and this Lease shall continue in full force and effect, except that the minimum annual rent hereunder shall be equitably adjusted.

D. If the whole or a substantial portion of the common parking areas in the Herald Court Centre shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of possession being required by the condemning authority, unless Landlord shall take immediate steps to provide other parking facilities substantially equal to the previously existing parking areas and such substantially equal parking facilities shall be provided by Landlord at its own expense within six (6) months from the date of possession being required by the condemning authority. In the event that Landlord shall provide such other substantially equal parking facilities, then this Lease shall continue in full force and effect without interruption.

E. Although all damages in the event of any condemnation are to belong to the Landlord, whether such damages are awarded as compensation for diminution in the value of the leasehold or to the fee of the Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, and equipment to the extent any such awards do not diminish the awards otherwise payable to Landlord.

22. ESTOPPEL CERTIFICATE, ATTORNMENT, SUBORDINATION.

A. Estoppel Certificate. Within no more than ten (10) days after receipt of written request by Landlord, Tenant shall furnish to Landlord an estoppel certificate, duly acknowledged, certifying the veracity of and affirming any or all of the following information as of the date of the execution of such estoppel certificate:

(1) Date of Lease and Description of Space. That Tenant executed the Lease with Landlord dated _____ 2026 (a copy of the Lease along with any amendments and/or modifications may be required as an exhibit to the estoppel certificate) covering the Premises, as shown crosshatched on the plan annexed hereto as Schedule in the Building located at 117 Herald Court, Unit 1112, Punta Gorda, Florida 33950.

(2) Lease in Full Force and Effect. That the Lease is in full force and effect and has not been modified, changed, altered or amended in any respect; or if it has been modified or amended. Tenant shall certify as true the terms, dates, and number of pages of each of such modifications or amendments.

(3) Commencement and Termination Dates. That the Lease term commenced 2026, that the Rent Commencement Date is 2026, and that the Lease term shall expire on 2031.

(4) Renewal or Extension Options. Whether Tenant has any option(s) to renew or extend the Lease term. If Tenant has any such options(s), Tenant shall certify as true the terms of such option(s) and whether any option has been exercised.

(5) Other Options and Rights. Whether Tenant has any option(s), right(s) of first refusal, or right(s) of first offer to expand the Premises or to purchase the building. If Tenant has such option(s) or right(s), Tenant must certify as true the terms of such option(s) or right(s) and whether any such option or right has been exercised.

(6) Tenant in Possession. Whether Tenant has accepted and is now in full possession of the Premises and is paying full rent under the Lease; or, if Tenant is not in full possession, whether Tenant has assigned the Lease, sublet all or any portion of the Premises, or otherwise transferred any interest in the Lease or the Premises. Tenant agrees to provide a copy of such assignment, sublease, or transfer upon request.

(7) Current Minimum Rent. The current minimum rent payable under the Lease, the current annual percentage rent, and the date(s) to which the minimum rent and all percentage rent and other charges required to be paid under this Lease have been paid.

(8) No Prepaid Rent. That no minimum rent or percentage rent under the Lease has been paid for more than thirty (30) days in advance of its due date.

(9) Rent Concessions. Whether Tenant is currently receiving any rental concessions, rebates, or abatements; and, if so, the terms of such concession, rebate, or abatement, including, without limitation, the date when this concession, rebate, or abatement shall expire. Tenant will also confirm whether it is entitled to any future rent concessions, rebates, or abatements under the Lease; and, if so, the terms of the future concessions, rebates, or abatements.

(10) Alterations are Complete. That all alterations, improvements, additions, buildouts, or construction required to be performed under the Lease have been completed.

(11) No Landlord Defaults. That there are no defaults existing under the Lease by Landlord and no circumstances currently exist that would constitute a default solely upon the service of notice or the passage of time, and there is no existing basis for Tenant to cancel the Lease or to exercise any other remedies available to it by virtue of a default by Landlord.

(12) No Tenant Defaults. That there are no defaults existing under the Lease by Tenant and no circumstances currently exist that would constitute a default solely upon the service of notice or the passage of time, and there is no existing basis for Landlord to cancel the Lease or to exercise any other remedies available to it by virtue of a default by Tenant.

(13) Tenant Has No Claims or Defenses. That there are currently no valid defenses, counterclaims, offsets, credits, deductions in rent, or claims against the enforcement of any of the agreements, terms, or conditions of the Lease.

(14) No Change in Tenant's Financial Condition. There has been no material adverse change in Tenant's financial condition between the date of the execution of the Lease and the date hereof.

(15) No Pending Bankruptcy. That there are currently no bankruptcy or reorganization actions, whether voluntary or involuntary, pending against Tenant under the Bankruptcy Laws of the United States or any state thereof.

(16) Tenant's Claims are Subordinate. Either or both of the following:

(i) That any disputes with Landlord giving rise to claims against Landlord are claims under the Lease only and are subordinate to the rights of the holder of any superior mortgage or ground lease and shall be subject to all the terms, conditions, and provisions thereof; and any such claims are not offsets to or defenses against enforcement of the Lease.
(ii) That any disputes with Landlord giving rise to claims against Landlord are claims under the Lease only and are subordinate to the rights of any purchaser pursuant to any contract of sale; and any such claims are not offsets to or defenses against enforcement of the Lease.

(17) Purchaser or Lender Not Responsible for Landlord Violations. That any claims pertaining to matters currently in existence which are known to, or which are readily ascertainable by, Tenant shall be enforced solely by money judgment and/or specific performance against Landlord named in the Lease and may not be enforced as an offset to or defense against enforcement of this Lease.

(18) Tenant Acknowledges Prospective Sale/Financing. Either or both of the following:

(i) Tenant acknowledges that Landlord has informed Tenant that Landlord has entered into a contract to sell the building to a purchaser and that no modification, revision, or cancellation of the written Lease or amendments thereto shall be effective unless a written consent thereto of the purchaser is first obtained.
(ii) That Tenant acknowledges Landlord has informed Tenant that an assignment of Landlord's interest in the lease has been, or will be, made to a mortgagee; and that no modification, revision, or cancellation of the Lease or amendments thereto shall be effective unless a written consent thereto of such mortgagee is first obtained.

(19) Other Information Requested. Any other information reasonably requested by Landlord.

(20) Estoppel Certificate is Inducement. That Tenant acknowledges that the estoppel certificate is made to induce a purchaser to consummate a purchase of the Building and/or to induce mortgagee to made and maintain a mortgage loan secured by the Building, as the case may be, knowing that said purchaser and/or mortgagee as applicable, shall rely upon the truth of the estoppel certificate in making and/or maintaining such purchase and/or mortgage as applicable.

(21) Authorization of Signer. That the person signing the estoppel certificate on behalf of Tenant is a duly authorized agent of Tenant. Tenant's failure to deliver the certificate within the ten (10) day period shall constitute an event of default.

B. Attornment. Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the Landlord covering the Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

C. Subordination. This Lease shall be and is hereby agreed to be subject and subordinate to any and all ground leases or mortgages placed upon the Herald Court Centre, or any part thereof, (prior to or subsequent to the Effective Date) and to all future modifications, consolidations, replacements, extensions and renewals of, and all amendments and supplements to said ground leases, mortgages or deeds of trust, and a recording of such mortgage shall be deemed prior to the lien of this Lease, irrespective of the date of execution, or recording of such mortgage. This clause shall be self-operative without the execution of any further instrument of subordination. Notwithstanding the foregoing, within ten (10) days after a request by Landlord, Tenant agrees to execute and deliver to Landlord or any current or proposed institutional lender of Landlord or any proposed assignee of Landlord, a subordination, non-disturbance and attornment agreement in form and content acceptable to such current or proposed mortgagee.

D. Attorney-In-Fact. The Tenant, upon request of Landlord or any other party in interest, shall execute promptly such instruments or certificates to carry out or confirm the intent of Subparagraphs 22.A., B., and C. hereof as requested by the Landlord. The Tenant hereby irrevocably appoints the Landlord as attorney-in-fact for the Tenant with full power and authority to execute and deliver in the name of the Tenant any such instruments or certificates. If fifteen (15) days after the date of a written request by Landlord to execute such instruments, the Tenant shall not have executed the same, the Landlord may, at its option, cancel this Lease without incurring any liability on account of the termination. The term of the Lease granted herein is expressly limited to Landlord's right of termination.

23. PERFORMANCE OF TENANT'S COVENANTS.

A. Tenant covenants and agrees that it will perform all agreements herein expressed on its part to be performed (exclusive of its obligation to pay rent or additional rent which shall be subject to other notice provisions), and that it will promptly upon receipt of written notice of non-performance thereof, comply with the requirements of such notice. If Tenant shall not comply with the notice to the satisfaction of Landlord: (i) within ten (10) calendar days after delivery thereof, (or, if such compliance cannot reasonably be completed within ten (10) calendar days, if Tenant shall not commence to comply within such period and thereafter proceed to completion with due diligence); or (ii) in the event of an emergency, which for the purposes of this paragraph shall be defined as an condition which may jeopardize the safety or security of persons or property, if Tenant shall not comply with the requirements of Landlord's notice within the time period specified in such notice, Landlord may, at its option, do or cause to be done any or all of the things specified in the notice, and in so doing Landlord shall have the right to cause its agents, employees and contractors to enter upon the Premises and in such event shall have no liability to Tenant for any loss or damage resulting in any way from such action. Tenant agrees to pay promptly upon demand any expense incurred by Landlord in taking such action. Any sum collectible from Tenant under this Paragraph is additional rent.

Landlord may, at its option, do or cause its agents, employees and contractors to enter upon the Premises and in such event shall have no liability to Tenant for any loss or damage resulting in any way from such action.

24. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an event of default ("default" or "event of default") hereunder:

A. Failure of Tenant to commence business within the time period specified in Paragraph 3 hereof.

B. Discontinuance by Tenant of the conduct of its business in the Premises for a period in excess of five (5) calendar days unless due to casualty or a renovation approved by Landlord.

C. If the Tenant becomes insolvent or upon the filing of a petition by or against Tenant for adjudication as a bankrupt or insolvent, or for its reorganization, liquidation, dissolution or similar relief, or for the appointment of a receiver or trustee of Tenant's property; an assignment by Tenant for the benefit of creditors; or the taking possession of the property of Tenant by any governmental office or agency pursuant to statutory authority for the dissolution or liquidation of Tenant.

D. Failure of Tenant to pay, any installment of minimum rent, percentage rent, additional rent or any other sums required to be paid by Tenant under this Lease.

E. Vacation or desertion of the Premises or permitting the same to be empty and unoccupied.

F. Tenant's removal or attempt to remove or manifesting an intention to remove Tenant's goods or property from or out of the Premises otherwise than in the ordinary and usual course of business.

G. Failure of Tenant to comply with or perform any other term, agreement, covenant or condition of this Lease within the time period set forth in the Lease for such performance, or Tenant's material misrepresentation of a covenant or representation given under, pursuant to or in connection with this Lease.

H. If Tenant fails more than twice within any twelve (12) month period to observe or perform any covenant, condition, or agreement of this Lease (including, without limitation, the payment of any minimum rent or percentage rent), regardless of whether such defaults shall have been cured by Tenant, then the third of such defaults shall, at the election of Landlord, in its sole and absolute discretion, be deemed a non-curable event of default.

I. Evidence of the inability of Tenant or any guarantor of Tenant's Lease obligations to pay its debts as they come due. Such evidence may include, but not be limited to either of the following: (a) admission in writing by Tenant or any such guarantor of its inability to pay its debts when due; or (b) if one or more judgments are docketed against Tenant or any such guarantor and not paid, bonded or otherwise discharges within thirty (30) days.

25. RIGHTS OF PARTIES UPON DEFAULT.

A. If the Tenant is in default under this Lease, then the Landlord, in addition to all the rights and remedies granted under the laws of the State of Florida and not as a limitation thereof, shall have any or all of the following rights:

(1) To re-enter and remove all persons and property from the Premises, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant.

(2) Elect to declare the entire minimum and other charges for the balance of the term immediately due and payable.

(3) To terminate the Lease and relet the Premises for account of Landlord or within the sole discretion of Landlord the Premises may be relet for the account of the Tenant.

(4) Except as to a default under Subparagraph 24.C. hereof Landlord shall have the right, at its option, to collect not only the minimum rent and other charges herein provided, but additional rent for each day of default equal to one thirtieth ($1/30^{th}$) of the monthly minimum rent. This additional rent being compensation to the Landlord for expenses incurred as the result of Tenant's default and not a penalty payable by Tenant. This additional rent shall be paid by Tenant weekly in advance as the same occurs.

(5) Except as to a default under Subparagraph 24.C. hereof Landlord shall have the right, at its option, to require that the minimum and percentage rent be paid in semi-annual installments, in advance, for the remainder of the term or extended term of this Lease. The first semi-annual rent to be due the first day of the month in which said default by Tenant occurs.

B. All rights and remedies granted to Landlord hereunder shall be cumulative and may be exercised concurrently or successively. Failure to exercise any right or remedy shall not constitute a waiver thereof, nor prevent any subsequent or concurrent resort to any right or remedy.

C. Upon default by Tenant under this Lease, Tenant shall pay all attorney's fees and costs of Landlord in connection with said default prior to any litigation. In connection with any litigation proceedings arising under this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs at all levels of litigation.

D. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants or conditions of this Lease, or otherwise.

E. Landlord shall have a lien for the payment of all rents, charges and other sums to be paid by Tenant hereunder upon all of Tenant's goods, wares, equipment, signs, fixtures, furniture and other personal property now or at any time after the Commencement Date located in the Premises (hereinafter referred to the Liened Property). Tenant agrees and acknowledges that this Lease serves as a security agreement under Chapter 679, Florida Statutes, to impose a lien upon the Liened Property and to secure the payment of all rents, additional rents, and other sums to be paid by Tenant hereunder and Tenant agrees to execute, acknowledge and deliver to Landlord such financing statements and other instruments as Tenant may request in order to commemorate the foregoing within ten (10) days after Landlord's request therefore. Tenant hereby nominates and empowers Landlord as Tenant's attorney-in-fact coupled with an interest, irrevocably and with power of substitution, to execute and file, to the extent permitted by law from time to time in effect, during the lease term, any financing statement thereto or any continuation statement which Landlord may deem necessary to perfect, protect, or enforce the foregoing provisions. Upon the occurrence of any default by Tenant as set forth herein, Landlord, may, in addition to any other remedies provided herein or by law, enter upon the Premises and take possession of any and all goods, wares, equipment, signs, fixtures, furniture, and other personal property of Tenant located in the Premises without liability for trespass or conversation and sell the same with or without notice at public or private

sale at which Landlord may purchase and apply the proceeds thereof less any and all expenses connected with the taking possession and the sale of the liened property, as a credit against any sums due by Tenant to Landlord. Any surplus shall be paid to Tenant and Tenant agrees to pay any deficiency upon demand. Landlord, at its option, may foreclose said lien as provided by law. The liens granted herein to Landlord shall be in addition to any lien that may arise in favor of Landlord as otherwise provided by law.

F. Upon the occurrence of a default by Landlord hereunder, and after the expiration of a forty-five (45) day notice and cure period, Tenant shall have the right to terminate this Lease and sue Landlord for Tenant's actual and direct monetary damages.

26. FINANCING AGREEMENT. Tenant agrees not to enter into, execute or deliver any financing agreement that may be placed upon the Premises or upon fixtures or improvements of the Premises without the prior written consent of Landlord.

27. RULES AND REGULATIONS. The rules and regulations attached to this Lease as Exhibit "D" are hereby made a part of this Lease, and Tenant agrees to comply with and observe the same. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement the rules and regulations and to adopt and promulgate additional rules and regulations applicable to Premises and the Herald Court Centre. Notice of additional rules and regulations, and amendments and supplements, if any, shall be given to Tenant, and Tenant agrees to comply with and observe all such rules and regulations, amendments and supplements.

28. NOTICES. Notices or demand required to be given or served by either party to this Lease to the other party, shall be deemed to have been duly given or served only if in writing and either personally delivered or deposited in the United States Mail, Certified Mail, return receipt requested, postage prepaid, addressed as follows:

TO THE LANDLORD AT:

City of Punta Gorda, Florida
Attn: Kristin Simone, Finance Director
117 Herald Court Centre, Unit 211
Punta Gorda, FL 33950

TO THE TENANT AT THE PREMISES OR,
AT THE LANDLORD'S OPTION, AT:

Jennifer B. Lassin
93 Vivante Blvd
Unit 9322
Punta Gorda, FL 33950

Such addresses may be changed from time to time by either party by serving notices as above provided.

29. ACCORD AND SATISFACTION. No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter be deemed an accord and

satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedies in this Lease provided.

30. EXCULPATION. Tenant agrees that it shall look solely to the estate and property of the Landlord in the land and building comprising the Herald Court Centre of which the Premises are a part for the collection of any judgment (or any other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and performed by Landlord, and no other property or estates of Landlord or any of its partners shall be subject to levy, execution or other enforcement procedures for the satisfaction of Tenant's remedies.

31. WAIVER. The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease as shall be deemed to have been waived by Landlord, unless such waiver be in writing signed by Landlord.

32. PARTIAL INVALIDITY. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant and condition of this Lease shall be valid and enforced to the fullest extent permitted by law.

33. WAIVER OF JURY TRIAL AND COUNTERCLAIMS. The Landlord and Tenant each waive trial by jury in connection with proceedings or counterclaims brought by either of the parties against the other. In the event of suit by the Landlord to collect rent, Tenant shall not interpose any counterclaim in such proceeding, provided, however, Tenant may assert such counterclaim in a separate action brought by Tenant.

34. ATTORNEYS' FEES. In the event of litigation between Landlord and Tenant relative to rights, obligations, and duties of either party under the Lease, reasonable attorney's fees and related costs shall be paid by the non-prevailing party.

35. HOLDING OVER. If Tenant shall default in surrendering the Premises upon the expiration or earlier termination of the term of this Lease, the following shall occur:

A. Tenancy-At-Will. Tenant's occupancy subsequent to such expiration or termination, whether or not with the consent of Landlord, shall be deemed to be that of a tenancy-at-will and in no event from month-to-month or from year-to-year and it shall be subject to all terms, covenants, and conditions of this Lease applicable thereto, including, without limitation, those set forth in this holdover provision.

B. Base Rent Increase. During the period in which Tenant holds over, the minimum rent shall be equal to two times the monthly amount payable at the time of such expiration or early termination of the Lease.

C. Additional Rent. During the period in which Tenant holds over, Tenant shall pay, in addition to the increased minimum rent as set forth above in subsection B. hereof, Tenant's proportionate share and all percentage rent as set forth in this Lease except that any provisions that limit the amount or deter the payment of such percentage rent shall be null and void.

D. No Renewal. No option to extend or renew this Lease shall have been deemed to have occurred by Tenant's holdover. Any and all options to extend or renew set forth in this Lease shall be deemed terminated and shall be of no further effect as of the first date the Tenant holds over.

E. Tenant Liable for Damages. In addition to the payment of the increased minimum rent as set forth above and all percentage rent, and Tenant's proportionate share, Tenant shall be liable to Landlord for all costs, losses, claims, or liabilities (including attorney's fees) that Landlord may incur as a result of Tenant's failure to surrender possession of the Premises to Landlord upon the expiration or earlier termination of this Lease.

F. No Liquidated Damages. In no way shall the increased minimum rent set forth in subsection (b) hereof or any other monetary or nonmonetary requirements set forth in this Lease be construed to constitute liquidated damages for Landlord's losses resulting from Tenant's holdover.

G. No Landlord Consent. Nothing contained herein shall be construed to constitute Landlord's consent to Tenant holding over at the expiration or earlier termination of this Lease term or to give Tenant the right to hold over after the expiration or earlier termination of the Lease term.

36. ENTIRE AGREEMENT. This Lease and the Exhibits, and Rider, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises, and there are no covenants, promises, inducements, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by the Landlord and Tenant.

37. CAPTIONS AND PARAGRAPH NUMBERS. The captions, paragraph numbers, subparagraph numbers and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such paragraphs or subparagraphs of this Lease or in any way affect this Lease.

38. TRANSFER OF LANDLORD'S INTEREST. In the event of any transfer or transfers of Landlord's interest in the Premises or in the Herald Court Centre, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer. All of the provisions of this Lease shall bind and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

39. TIME OF THE ESSENCE. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

40. RECORDING. The Landlord shall have the right to record this Lease or any memorandum of this Lease, and, at the request of the Landlord, the Tenant agrees to execute a memorandum of lease or the necessary acknowledgment required to record the Lease. Tenant shall not record this Lease without

the prior written consent of Landlord, which can certainly be withheld at Landlord's sole and absolute discretion.

41. SUCCESSORS AND ASSIGNS. All rights, obligations and liabilities of this Lease given to, or imposed upon, the Landlord or Tenant hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, sub-lessees and assigns of said parties, subject to the provisions of Paragraph 22 hereof. If there shall be more than one Tenant or the Tenant is a partnership, each Tenant and each partner of Tenant shall be bound jointly and severally by the terms, covenants and agreements of this Lease. The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. No rights shall inure to the benefit of any subtenant or assignee of Tenant unless the subleasing to such subtenant or the assignment to such assignee has been approved by Landlord in writing.

42. QUIET ENJOYMENT. Upon payment by the Tenant of the minimum, percentage and additional rent and all other sums due hereunder and upon the observance and performance of all covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the term of this Lease without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject nevertheless, to the terms and conditions of this Lease.

43. APPLICABLE LAW. The laws of the State of Florida shall govern the validity, interpretation, performance and enforcement of this Lease. In the event of any litigation concerning this Lease, the parties agree that Charlotte County will be the proper venue for such proceedings.

44. AUTHORIZATION. In the event that the Tenant is a corporation or a partnership, the individual executing this Lease on behalf of the Tenant hereby warrants and represents that the Tenant is duly organized and existing under the laws of the State of Florida and is presently in good standing under the laws of the State of Florida. If said Tenant ceases to exist, then each individual executing this Lease shall be personally liable for all of the obligations of the Tenant as set forth in this Lease and any amendments thereto.

45. OFFER TO LEASE. The submission of this Lease by Landlord to Tenant does not constitute an offer to lease on the part of the Landlord, and Landlord will not execute this Lease unless and until the terms and conditions of this Lease have been approved by Landlord's attorneys. This Lease shall not be binding upon the Landlord, and Tenant shall have no rights in and to the Premises, until execution by the Landlord and delivery to Tenant of a fully executed copy of this Lease.

46. BROKERS. Tenant represents and warrants that there are no claims for brokerage commission or finder's fees in connection with the execution of this Lease other than by Coldwell Banker Residential Real Estate, 200 West Marion Avenue, Punta Gorda Florida 33950. Tenant hereby indemnifies Landlord against and holds harmless Landlord from and against all liabilities arising from any such claim, including, without limitation, attorney's fees and costs of litigation. It shall be the responsibility of the Landlord to pay any commission earned by Coldwell Banker Residential Real Estate as a result of this Lease.

47. RADON GAS. Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, it may present health risks to people who are exposed to it over a

period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

48. FLOOD PANELING. Landlord hereby discloses to Tenant that, in conjunction with the development of the Herald Court Centre, Landlord was required to design the Building so that, in the event of a hurricane and/ or pending flood, flood resistant panels may be fastened to the lower portions of the Building for the purpose of reducing the risks of water intrusion into the Building (the Flood Panels). Landlord (or Landlords agent) will be. responsible for determining, in their sole discretion, whether or not existing or pending weather conditions warrant the implementation of the placement of the Flood Panels on the Building. Tenant acknowledges and agrees that the determination of the Landlord (or Landlords agent) with respect to whether or not the Flood Panels will be fastened to the building shall be binding upon Tenant unless such decision is grossly unreasonable. Tenant acknowledges that, in the event Landlord determines that the Flood Panels should be fastened to the Building, Landlord will make reasonable efforts to provide Tenant with a reasonable amount of advanced notice (Tenant acknowledging that various weather conditions may not make it possible for Landlord to give Tenant more than one or two days' notice under some circumstances). Tenant acknowledges that it is imperative that all Flood Panels remain in place and that such Flood Panels not be removed by anyone (other than the Landlord) without the Landlords express prior written consent, which consent may be withheld at Landlords sole and absolute discretion. Tenant acknowledges that if even one Flood Panel is removed from the Flood Panel system, the removal of such Flood Panel is likely to compromise the integrity of the entire Flood Panel system and completely negate any of the protective benefits for which such Flood Panels were designed. Tenant shall indemnify and hold Landlord harmless from and against any loss, cost or expense incurred by Landlord and arising out of Tenant (or any employee or agent of Tenant) removing any Flood Panel without the express prior written consent of the Landlord. The foregoing shall not, however, be deemed a representation nor warranty by Landlord with respect to the reliability or effectiveness of the hurricane Flood Panel system. Tenants are not entitled to rely on the existence of the Flood Panel system with respect to Tenants preparation of the Premises for a flood, hurricane, tropical storm or other natural disaster. Landlord shall not be liable to Tenant if, for any or no reason, the Flood Panels fail to prevent water from intruding into the Premises or otherwise fail to function as intended. In addition, Landlord shall not be liable to Tenant or any other party if, for any or no reason, Landlord is unable to timely install the Flood Panels in the event of a natural disaster. Unless otherwise specifically provided for in this Lease, Tenant shall not be entitled to an abatement of rent as a result of not being able to access the Premises due to the installation of the
Flood Panels provided such Flood Panels are removed from the Building by Landlord by no later than five (5) business days after a hurricane and/ or flood and provided further that flood waters have receded below the building slab. Landlord shall not be liable to Tenant for any damages to Tenant as a consequence of the installation of the Flood Panels, even if it subsequently appears said installation was not necessary.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

WITNESSES:

_____
Signature of First Witness

_____
Printed Name of First Witness

_____
Signature of Second Witness

_____
Printed Name of Second Witness

LANDLORD:
CITY OF PUNTA GORDA,
PUNTA GORDA, FLORIDA,
a body corporate and
politic of the State of Florida

By: _____
Melissa Reichert, City Manager

WITNESSES:

_____
Signature of First Witness

_____
Printed Name of First Witness

_____
Signature of Second Witness

_____
Printed Name of Second Witness

TENANT:
SWFL Mahjong Boutique

By: _____
Jennifer B. Lassin, Owner

EXHIBIT A

PROPERTY DEPICTION

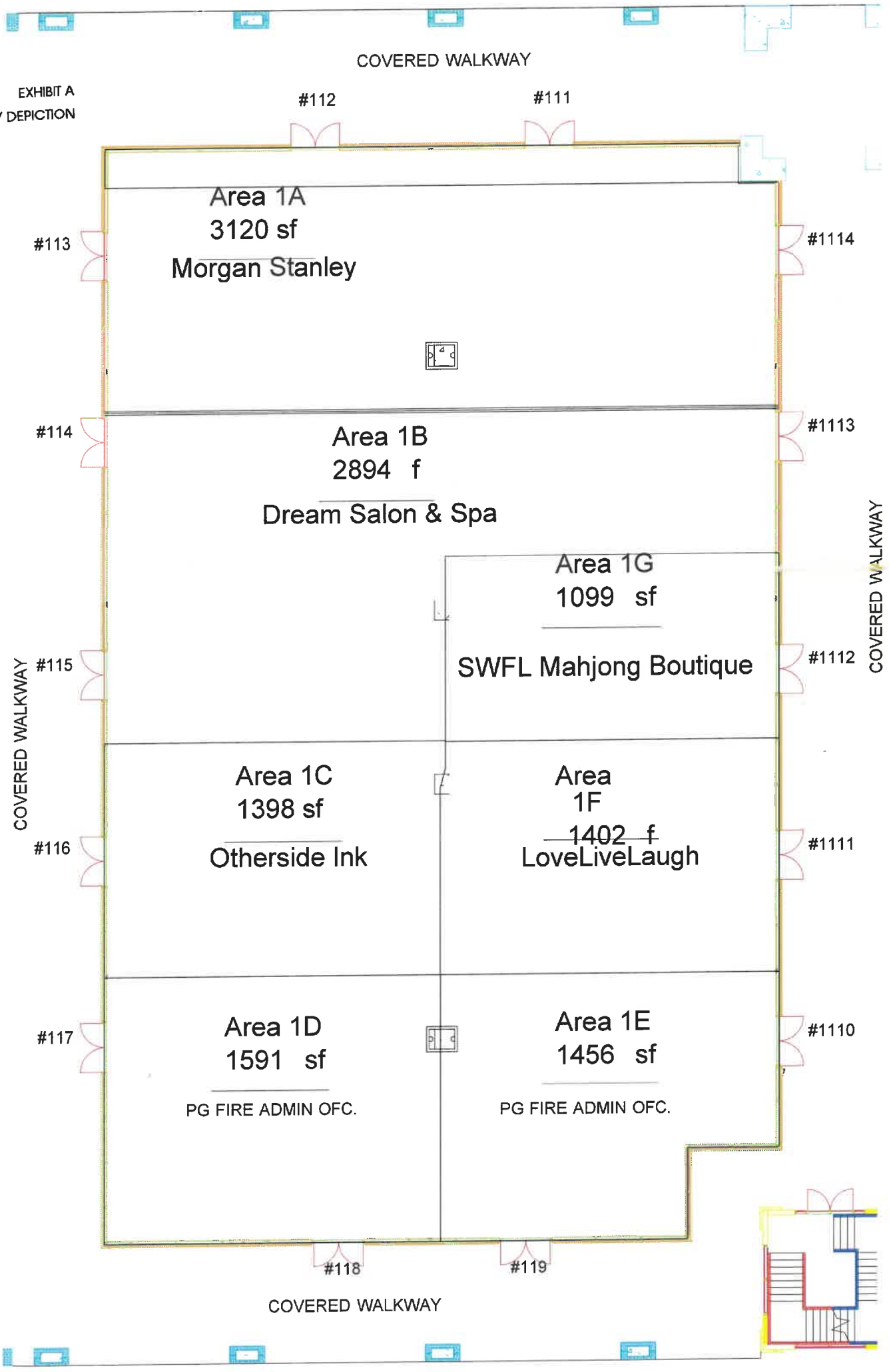


EXHIBIT "B"

DESCRIPTION OF TENANT'S WORK AND WORK TO BE PERFORMED BY LANDLORD IN THE PREMISES

PREFACE

This Exhibit "B" describes the obligations of the Landlord and the Tenant for the design and construction of the Premises. Each term used in this Exhibit, which is defined in the main body of the Lease, shall have the same meaning when used herein.

The work described in Sections "A" and "B" will be performed by Landlord at Landlord's expense. The work described in Section "D" will be performed by the Landlord at Tenant's expense. The work described in Section "C" will be performed by Tenant at Tenant's expense and shall be completed in accordance with Tenant's Working Drawings as approved by Landlord.

Except as otherwise indicated, where Landlord's work is concerned, said type, class, quality, manufacturer, and installment methods of procedure shall be considered "Building Standards". Said Building Standards are determined solely in the discretion of the Landlord and may change from time to time. The Building Standards shall at all times meet at least the minimum standards of the Building Code then in effect. It is the responsibility of the Tenant to notify the Landlord in the event that the "Building Standards" will not "coordinate" with the Tenant's work, and Tenant shall pay for any difference in cost of upgrading the applicable Building Standard.

SECTION "A" - WORK BY LANDLORD

1. The structure, including columns, girders, beams, joists, and roof deck.

2. A complete roof system above Premises.

3. Masonry exterior walls.

SECTION "B" - WORK BY LANDLORD IN PREMISES

1. Floor: Slab and grease trap (750 gallons) shall be provided by Landlord ("as-is" and in the existing locations, as of the date of this Lease). Tenant acknowledges and agrees that if the concrete floor slab is cut, punctured or otherwise altered in any manner in conjunction with Tenant's improvements to the Premises, Tenant will need to obtain a re-certification of the concrete floor slab pursuant to existing building code.

2. Egress Door: Rear egress if applicable will be provided by a single door and frame to Building Standard at rear wall of the Premises, only if required by the applicable building code.
3. Electrical Service: Landlord shall provide an empty conduit from meter box to a location within the Premises. Capacity at meter room will be provided for electrical service sufficient for Tenant's permitted use.

4. Fire Sprinklers: A sprinkler main has been installed by Landlord and Tenant has inspected the location of the same as well as the location of any other sprinkler system facilities that may be existing at the

Premises and accepts the condition and location of the same "as is". Tenant shall be responsible, at Tenant's sole cost and expense, for all alterations necessary to properly incorporate the fire sprinkler system into Tenant's proposed design and plan for the Premises.

5. Water: Water and sewer lines have been installed at the Premises and Tenant accepts the location of the same "as is". Tenant acknowledges and agrees that if the water and sewer lines are altered or relocated due to cutting, puncturing or otherwise altering the concrete floor slab of the Premises, the Tenant will need to obtain a re-certification of the concrete floor slab pursuant to existing building code. The Tenant will be required to pay a deposit together with fees for a water meter and meter connection, if necessary.

6. Storefront: Landlord shall install storm resistant storefront as shown on Landlord's approved plans.

SECTION "C" - WORK BY TENANT IN PREMISES

All work by Tenant in the Premises shall be performed by contractors approved in advance by Landlord. As one of the conditions for approval, Landlord may require the contractor to procure a Payment and Performance Bond for the benefit of the Tenant and Landlord. Tenant's Work will be performed at Tenant's expense and includes, but is not limited to, the following:

1. Tenant's Contract: Prior to execution of any construction contract, Tenant shall submit same to Landlord for Landlord's review and approval. Landlord's review and, if appropriate, approval shall be limited to assure Tenant's compliance with its obligations under this Exhibit "B", and shall not be deemed to be approval by Landlord for any other purpose.

2. Utilities by Tenant: Tenant shall directly arrange for the procurement at the Tenant's expense of: (a) Water Meter and (b) Telephone service to the premises.

3. Demising Partitions: Partition walls between rental spaces are to be constructed per the Florida Building Code for Tenant Separation.

4. Heating, Air Conditioning and Ventilation: HVAC system, including main duct work, defusers and wiring, all other duct work, and any other work required due to design requirements (i.e. hood system, etc.).

5. Fire Sprinkler: A sprinkler system is to be installed by Tenant according to Tenant's plans using Landlord's approved fire sprinkler contractor.

6. Electrical: All electrical wiring, devices and light fixtures.

7. Ceiling: As shown on Tenant's approved plans.

8. Interior Finishes: All interior finishes including, without limitation, painting, and wall papering as shown on Tenant's approved plans.

9. Signs: The Tenant is responsible for the supply and installation of all signage at the Tenant's expense. The Tenant will be responsible for preparing and submitting sign plans and specifications in accordance with Exhibit "C" to the Landlord for approval.

10. Furniture and Fixtures: All furnishings, trade fixtures, including, without limitation, installation of same. Location, size and design of all signs subject to prior written approval of Landlord.

11. Other Work: All other work not included in Landlord's Work.

12. Cleaning of Premises: Tenant shall maintain the Premises in a clean and orderly condition during construction and merchandising. Tenant shall promptly remove all unused construction materials, equipment, shipping containers, packaging, debris, and flammable waste from the Herald Court Centre. Tenant shall contain all construction materials, equipment, fixtures, merchandise, shipping containers and debris within the Premises. The exterior common areas of the Herald Court Centre shall be clear of Tenant's equipment, merchandise, fixtures, refuse and debris at all times. Tenant and its contractors shall only use rear access to the Premises (if applicable) during construction.

13. Violations: In the event the Tenant is notified of any violations of codes, ordinance, regulations, requirements or guidelines, either by the jurisdictional authorities or by the Landlord, Tenant shall, at its expense, correct such violations within ten (10) calendar days after such notification.

14. Discipline: Tenant shall enforce strict discipline and good order among the employees of Tenant's contractors and subcontractors.

SECTION "D" - WORK BY LANDLORD IN PREMISES AT TENANT'S EXPENSE

NONE

SECTION "E" - GENERAL PROVISIONS

1. Tenant Coordinator: Landlord's Tenant Coordinator shall be responsible for the review of each Tenant's Design Drawings, Construction Contracts, and Final Plans. All questions pertaining to the design and construction of Tenant's Premises and all plan submittals shall be directed to the Tenant Coordinator.
2. List of Tenant's Contractors: Tenant shall furnish Landlord with a list of contractors Tenant intends to use to construct the Premises. Landlord shall reserve the right to approve or disapprove any and all of said contractors.

3. Tenant's Work: Tenant shall commence Tenant's Work and diligently and continually proceed to complete the Premises in accordance with the approved Final Plans.

4. Permits: Tenant shall obtain all necessary permits from the jurisdictional authority and forward a copy of all the permits to the Landlord prior to Tenant's commencement of work in the Premises.

5. Certificate of Occupancy: Tenant shall secure an occupancy permit from the jurisdictional authorities in sufficient time to allow Tenant to open the Premises in accordance with the opening requirements of this Lease. Tenant shall deliver a copy of the occupancy permit to the Landlord prior to Tenant's opening the Premises for business.

6. Insurance: Tenant's contractor shall carry such type of insurance and in such amounts as shall be designated by Landlord, and all policies shall name Landlord as an additional insured. Tenant shall deliver

a Certificate of Insurance from Tenant's contractor to Landlord prior to the commencement of any work. Tenant shall provide Landlord with copies of Certificates of Insurance and Competency from subcontractor.

7. Approvals: No approval by Landlord shall be deemed valid unless the same shall be in writing signed by Landlord or Landlord's Tenant Coordinator.

8. Subsequent Repairs and Alterations: Landlord reserves the right to require changes in Tenant's Work, when necessary, by reason of code requirements or by reasonable request of Landlord.

9. General Provisions: All work done by Tenant shall be governed in all respects by, and be subject to, the following: (a) Tenant agrees not to commence any work until Tenant has secured
Landlord's written approval of all contractors and all plans and specifications to be used. Landlord shall have the right to require Tenant to furnish a bond or other security, in form and substance satisfactory to Landlord, for the prompt and faithful performance and payment by Tenant of all of Tenant's Work. (b) Landlord shall have the right, but shall not be obligated, to perform by its own contractor or subcontractor, on behalf of and for the account of Tenant, any of Tenant's Work which Landlord determines should be so performed. Generally, such work shall be work which affects any structural components of, or the general utility systems for, the building in which the Premises are located. If Landlord so determines, it shall so notify Tenant prior to the commencement of such work. Tenant shall promptly, on demand, reimburse Landlord for all costs of planning and performing such work when and as incurred by Landlord. (c) Compliance With Laws. All Tenant's Work shall conform to applicable statutes, ordinances, regulations and codes. Tenant shall obtain and convey to Landlord all approvals with respect to electrical, gas, water, heating and cooling and telephone work, all as may be required by the utility company supplying the service.

EXHIBIT "C"

PARKING GARAGE MASTER SIGN PLAN AND CRITERIA

Herald Court Parking Garage
117 Herald Court
Punta Gorda, FL

PURPOSE: To adopt specific design standards for the multi-tenant commercial space in the Herald Court Parking Garage, in order to incorporate a project theme and create certain design elements to consistently be carried throughout all tenant signs, for example, size, lighting, sign types, etc.

Once the Uniform Sign Plan has been approved by the CRA for the parking garage, all future signs within the project may be approved by the Zoning Coordinator, provided the proposed signs conform to the approved uniform sign plan on file. Further, each tenant is to be informed and given a copy of the Uniform Sign Plan, by the property owner through the leasing agent, prior to completing a contractual lease agreement.

The sign standards have been selected to harmonize with and complement the building materials and will assist in creating the proper atmosphere for the Herald Court Parking Garage and retail center.

All exterior signs require a building permit through the City of Punta Gorda Zoning Division. Tenants will be held liable for and shall bear all costs for removal and/or correction of signs, sign installation and damage to the building by sign installations that do not conform to the following specifications.

FAÇADE SIGNS

Location: Masonry surface above the designated tenant's door/window area of the retail store front in a uniform band location as illustrated on attached artist's rendition.

- Limited to one per business per street front
- Sign band size shall not exceed 3.5 feet in vertical dimension.
- Square footage allowance of 1.5 square feet for each linear foot of tenant frontage.
- A suspended sign under the arcade may be used in conjunction with a facade sign.

Materials: Wall signs shall consist of individual letters or graphics attached directly to the building facade and extending not more than 6 inches from the exterior wall in a parallel manner.

Color/Font: Colors and letter style or font shall not be regulated.

Lighting: All facade signage shall be illuminated with indirect lighting.

- No sign or logo or portion thereof shall be illuminated differently from any other sign.
- Internally illuminated signs or backlit signs are prohibited.
- All indirect lighting shall be similar in size and decorative in nature in keeping with the building's exterior lighting in similar or to accent the color and style.

WINDOW GRAPHICS

Location: Windows and doors located on the primary business frontage only.

- Address numbers shall not be counted towards the total area of signage.
- Address numbers shall be placed uniformly at the top of the entrance doors to each business and comply with the Fire Code requirements as to size.

Size: Window graphics shall be limited to no more than 25 percent of a window area up to a maximum of 12 square feet.

- Signs should not be located between 4' and 6' above grade to allow visibility into the store for pedestrians.
- This is not intended to limit merchandise displays placed behind the window on the interior of the business.

Note: 2' x 2' "For Lease" signs are permitted. They must be mounted inside the suite, attached to the window only.

SUSPENDED SIGNS

- Suspended signs may be used under the arcade in conjunction with a facade sign or projecting sign on the exterior of the building.
- Suspended signs shall have a minimum clearance of 9 feet above any pedestrian walkway.
- Suspended signs shall be mounted as nearly as possible to right angles of the building face.
- Suspended signs shall have a copy area of no greater than 9 square feet.

PROJECTING SIGNS

- A projecting sign is a sign mounted perpendicular to the building wall and should not exceed an area of 10 square feet and a width of 3 feet.
- The distance from the public sidewalk to the lower edge of the sign shall be 9 feet or greater.
- The height of the top edge of the sign should not exceed the height of the sign band used for facade signs for other businesses.
- A projecting sign may be used in lieu of a facade sign on the exterior of the building.

PORTABLE EASEL OR SANDWICH BOARD SIGN

- One portable sign is permitted per active store entranceway.
- Such sign should be no larger than 24 inches wide by 48 inches high.
- Such sign is permitted within the public right-of-way areas but may not obstruct pedestrian or vehicular traffic.
- Sign shall not be electronically powered or illuminated in any manner.

EXHIBIT "D"

HERALD COURT CENTRE RULES AND REGULATIONS

Tenant agrees to comply with, abide and be bound by the following Rules and Regulations for the use of the Herald Court Centre, as the same may be amended, supplemented and/or modified from time to time by the Landlord pursuant to Paragraph 27.

1. No person shall use any roadway, sidewalk, or walkway, as may from time to times exist, except as a means of egress or ingress to any floor area and automobile parking areas within the Herald Court Centre, or adjacent public streets and for outdoor seating areas as designated in Exhibit "A". Such use shall be in an orderly manner, and in accordance with the directional and other signs or guides. Roadways should not be used in a speed more than 20 miles per hour and should not be used for parking or stopping, except for the immediate loading or unloading of passengers. No sidewalk or walkway shall be used for other than pedestrian travel.

2. No person shall use any automobile parking area except for the parking of motor vehicles during the period such person or the occupants of such vehicles are customers or business invites of retail establishments within the Herald Court Centre. All motor vehicles shall be parked in an orderly manner within the painted lines defining the individual parking space. No vehicles, with advertising or logo on its panel or sides will be parked in the common areas.

3. No person, without the consent of the Landlord, shall, in or on any part of the common area: (a) Vend, peddle or solicit orders for the sale or distribution of any merchandise, service, periodical, book, pamphlet, or other matter whatsoever. (b) Exhibit any sign, placard, banner, notice, or other written material in the common areas. (c) Solicit signatures on any petition or for any other purpose, disseminate any information in connection therewith, or distribute any circular, booklet, handbill, placard, or any other material that has no relationship to any purpose for which the Herald Court Centre was built or is being built. (d) Solicit membership in any organization, group, or association, or solicit contributions for any purpose which has no relationship to the Herald Court Centre. (e) Parade, rally, patrol, picket, demonstrate, or engage in any conduct that might tend to interfere with or impede the use of any of the Common Area by the customer, business invitee, employee, or Tenant of the Herald Court Centre, create a disturbance, attract attention, or harass, annoy, disparage, or be detrimental to the interest of any of the retail, office establishments or resident within the Herald Court Center.

4. Landlord shall have the right to remove or exclude from or to restrain (or take legal action to do so) any unauthorized person from, or from coming upon, the Herald Court Centre, or any portion thereof, and to prohibit, abate, and recover damages arising from any unauthorized act, whether or not such act is in express violation of the Rules and Regulations set forth herein.

5. If in the opinion of Landlord unauthorized persons are using any of the common areas by reason of the presence of Tenant in the Herald Court Centre, Tenant, upon demand of Landlord, shall restrain such unauthorized use by appropriate proceedings. Nothing herein shall affect the right of Landlord at any time to remove any such unauthorized person from the common areas or to prohibit the use of any common areas by unauthorized persons.

SUPPLEMENT I

Rent Commencement Date Verification Form

To Lease dated July _____, 2026, between The City of Punta Gorda, Florida ("LANDLORD") and SWFL Mahjong Boutique. ("TENANT"). Pursuant to the provisions of the above lease, LANDLORD and TENANT intending to be legally bound hereby agree that the term of said Lease commenced on the _____ day of July 2026 and shall end on the _____ day of July 2031, at Midnight, unless sooner terminated or extended as therein provided. Both parties hereby agree that July _____, 2026 shall be designated as the "Rental Commencement Date."

IN WITNESS WHEREOF the parties hereto have duly executed this Supplement to said Lease, this _____ day of _____, 2026.

WITNESSES:

_____
Signature of First Witness

_____
Printed Name of First Witness

_____
Signature of Second Witness

_____
Printed Name of Second Witness

LANDLORD:
CITY OF PUNTA GORDA,
PUNTA GORDA, FLORIDA,
a body corporate and
politic of the State of Florida

By:_____
Melissa Reichert, City Manager

WITNESSES:

_____
Signature of First Witness

_____
Printed Name of First Witness

_____
Signature of Second Witness

_____
Printed Name of Second Witness

TENANT:
SWFL Mahjong Boutique

By: _____
Jennifer B. Lassin, Owner

For Landlords use only:

Proof of Insurance: General Liability Insurance Hazard Insurance Liquor Liability Insurance

HVAC Maintenance Contact

Security Deposit

Parking Deposit

CITY COUNCIL
CITY OF PUNTA GORDA
07/ 8/2026

CONSENT AGENDA

Title:	Invoice of Leskovich Law Group, P.A. for legal services rendered through June 2026 in the amount of $6,450.00.
Funds:	General
Recommended Action:	City Council approval.
Summary:	Invoice Number 0626 for legal services. City Attorney invoices are brought before Council for approval. Fiscal-year-to-date expenses total $52,674.99.
Department/Division:	City Manager / Legal

EXHIBITS:

1. Invoice No. 0626 June 2026

LESKOVICH LAW GROUP, P.A.
306 Olympia Avenue, Punta Gorda, FL 33950
Phone (941) 575-5100 | Fax (941) 575-6400
Email: office@southernjustice.com
www.SouthernJustice.com

INVOICE NO. 0626

June 2026

DATE	SERVICES	TIME	RATE	TOTAL
06/01/2026	Prepare for and attend Pre-Agenda Meeting	1.0	200.00	200.00
06/01/2026	Review of law firm paperwork	0.50	200.00	100.00
06/02/2026	Hold Harmless Agreements	1.0	200.00	200.00
06/02/2026	Design Studio Memo	1.5	200.00	300.00
06/03/2026	Prepare for and attend City Council Meeting	6.5	200.00	1300.00
06/9/2026	Federal Court Orders	2.0	200.00	400.00
06/11/2026	HPAB Ordinance	1.0	200.00	200.00
06/11/2026	Shell Creek Agreement	1.0	200.00	200.00
06/15/2026	Dr. Reichert Meeting	1.0	200.00	200.00
06/15/2026	Pre-Code Agenda Meeting	1.0	200.00	200.00
06/15/2026	Review and Execute NBA and Med.	0.50	200.00	100.00
06/15/2026	Review and Opine 412306176004	0.50	200.00	100.00
06/16/2026	Vested Rights Determination	0.50	200.00	100.00
06/17/2026	Prepare for and attend Council Meeting	4.5	200.00	900.00
06/19/2026	FEMA Meeting	1.25	200.00	250.00
06/22/2026	Golf Carts	0.50	200.00	100.00
06/22/2026	PGPD Subpoena for Trial	0.50	200.00	100.00
06/24/2026	Vested Rights Determination	1.5	200.00	300.00
06/24/2026	VRD Meeting	0.50	200.00	100.00
06/25/2026	FEMA Documents	0.50	200.00	100.00
06/29/2026	Prepare for and attend pre-agenda meeting	0.50	200.00	100.00
06/29/2026	FEMA	1.0	200.00	200.00
06/29/2026	Impact Fees on Utilities	0.50	200.00	100.00
06/29/2026	FEMA Teams Meeting	1.0	200.00	200.00
06/30/2026	FEMA Review	1.0	200.00	200.00
06/30/2026	Quit-Claim Deeds/Gift	1.0	200.00	200.00
TOTAL		**32.25**		**$6,450.00**

CITY COUNCIL
CITY OF PUNTA GORDA
07/ 8/2026

CONSENT AGENDA

Title:	Invoice of Allen, Norton & Blue, P.A. for legal services rendered on May 31, 2026 in the amount of $3,115.00.
Funds:	General
Recommended Action:	City Council approval
Summary:	All invoices for legal services rendered to the City are brought to Council for approval. Allen, Norton & Blue, P.A. provides advanced Employment Law-related legal counsel. Fiscal year expenses, including this invoice total $9,679.98.
Department/Division:	City Manager

EXHIBITS:

1. Invoice #192740 in the amount of $3,115.00

ALLEN NORTON & BLUE
PROFESSIONAL ASSOCIATION
121 Majorca Ave., Coral Gables, FL 33134
305-445-7801
EIN: 59-1287650

June 16, 2026

Invoice No. 192740

City of Punta Gorda
Jeff Payne, HR Manager
Attn: Jeff Payne,
HR Manager
326 West Marion Avenue
Punta Gorda, FL 33950-449

INVOICE SUMMARY

For Professional Services Rendered through May 31, 2026

Client-Matter: 1731-00000

RE: Re: General Matters

Total Professional Fees	$ 3,115.00
Total Expenses	$ .00
TOTAL THIS INVOICE	**$ 3,115.00**
Previous Balance	$ 425.00
TOTAL BALANCE DUE	**$ 3,540.00**

Invoice No. 192740 June 16, 2026

PROFESSIONAL SERVICES

Date	TKPR	Description	Hours	Amount
5/01/26	BK	Email with Jeff Payne re: PBA's ULP charge and possible outcomes discussion	.50	125.00
5/12/26	BK	Review draft City Attorney agreement and email with Jeff Payne re: suggested revisions	.60	150.00
5/14/26	BK	Review PERC orders re: notice of sufficiency and direction to respond	.30	75.00
5/14/26	BK	Review PERC GC notice of sufficiency and order directing response, review documents forwarded by City, prepare draft Answer to Charge, emails to City re: potential dates and information needed	4.00	1,000.00
5/14/26	MKM	[CA-2026-015] Receipt, review, analyze, and process Order Appointing Hearing Officer and Directing Response and docketing critical case deadlines.	.30	30.00
5/14/26	MKM	[CA-2026-015] Receipt, review, analyze, and process General Counsel's Notice of Sufficiency and docketing critical case deadlines.	.30	30.00
5/15/26	BK	Conference call with Jeff Payne re: PBA charge and information needed and review additional documents from City	1.70	425.00
5/20/26	BK	Review email from Jeff Payne re: union's roving billboard issue	.30	75.00
5/20/26	MKM	[CA-26-015] Receipt, review and process Charging Party's Response to Order Directing Response.	.20	20.00
5/21/26	BK	Discussion with Jeff Payne re: PBA negotiations and pending PBA ULP	.30	75.00
5/26/26	MKM	[CA-26-015] Receipt, review, analyze and process Notice of Video Hearing and Prehearing Order and docket critical case deadlines.	.30	30.00
5/27/26	BK	Review PERC order scheduling hearing and prehearing procedures and email with City re: same, Draft and revise Answer to charge and email with City	.80	200.00
5/28/26	BK	Prepare Request to Production to PBA in ULP case	.30	75.00
5/28/26	BK	Email with Jeff Payne re: witness preparation, executive session, union intent to depose councilmembers, and email with firm re: potential objections	.40	100.00
5/28/26	MKM	[CA-26-015] Finalize and serve Respondent's First Request for Production of Documents to Charging Party and docket critical case deadlines.	.40	40.00
5/29/26	BK	Research re: privilege applicable to potential depositions of elected officials, email with PBA counsel re: same, and email and phone conference with Jeff Payne re: same and discussion of executive session and upcoming negotiations	2.50	625.00
5/29/26	MKM	[CA-26-015] Finalize, submit and serve Answer and Affirmative Defenses.	.40	40.00
		TOTAL PROFESSIONAL FEES		**$ 3,115.00**

Invoice No. 192740 June 16, 2026

SUMMARY OF PROFESSIONAL SERVICES

Name	Staff Level	Hours	Rate	Total
Marie McAdams	Paralegal	1.90	100.00	190.00
Brian Koji	Partner	11.70	250.00	2,925.00
Total		**13.60**		**$ 3,115.00**

TOTAL THIS INVOICE **$ 3,115.00**

Invoice No. 192740 June 16, 2026

OUTSTANDING INVOICES

Invoice Number	Date	Invoice Total	Payments Received	Ending Balance
192284	5/12/26	425.00	.00	425.00

Previous Balance	$ 425.00
Balance Due This Invoice	$ 3,115.00
TOTAL BALANCE DUE	**$ 3,540.00**

AGED ACCOUNTS RECEIVABLE

Current - 30	31 - 60	61 - 90	91 - 120	Over 120	Total
$ .00	$ 425.00	$ .00	$ .00	$ .00	$ 425.00

ALLEN NORTON & BLUE
PROFESSIONAL ASSOCIATION
121 Majorca Ave., Coral Gables, FL 33134
305-445-7801
EIN: 59-1287650

June 16, 2026

City of Punta Gorda
Jeff Payne, HR Manager
Attn: Jeff Payne,
HR Manager
326 West Marion Avenue
Punta Gorda, FL 33950-449

Invoice No. 192740

REMITTANCE ADVICE

Client-Matter: 1731-00000

RE: Re: General Matters

BALANCE DUE THIS INVOICE	**$ 3,115.00**
Previous Balance	$ 425.00
TOTAL BALANCE DUE	**$ 3,540.00**

All checks should be made payable to:
(Please return this advice with payment.)

Allen Norton & Blue, P.A.
ATTN: Accounts Receivable
121 Majorca Avenue
Coral Gables, Florida 33134

For payment by wire or ACH in USD:

Name: Allen Norton & Blue, P.A.
Address: 121 Majorca Avenue
Coral Gables, FL 33134
Routing Number: 084000026
Account #: 20001844164
Bank Name: First Horizon
Bank Address: 2109 Ponce De Leon Blvd.,
Coral Gables, FL 33134
Telephone Number: 305-442-9991

Please reference: Invoice 192740, File # 1731 - 00000

INVOICES ARE PAYABLE UPON RECEIPT

Proudly Representing Management for Over 50 Years

CITY COUNCIL
CITY OF PUNTA GORDA
07/ 8/2026

REGULAR AGENDA

Title:	Fiscal Year 2027 Budget Status Update for Sanitation Fund, Building Fund, and Gas Tax Funds
Funds:	Sanitation Fund, Building Fund, and Gas Tax Funds
Recommended Action:	City Council Discussion
Summary:	As part of the continuing process to develop and communicate the FY 2027 budget information, the attached presentations include status updates for the sanitation fund, building fund, and gas tax funds.
Department/Division:	Finance / City Manager

EXHIBITS:

1. FY 2027 Sanitation Budget Update Presentation
2. FY 2027 Sanitation Budget Documentation
3. FY 2027 Building Fund Budget Update Presenation
4. FY 2027 Building Fund Budget Documentation
5. FY 2027 Gas Tax Funds Budget Update Presentation
6. FY 2027 Gas Tax Funds Budget Documentation

FY 2027
Budget Status Update
Sanitation

City Council Meeting

July 8, 2026

Punta Gorda

Sanitation Fund
History from FY 2006 to FY 2026

Category	Actual FY 2006	Projected FY 2026	% +/-
Personnel	$ 975,615	$ 1,944,440	99.3%
Operating (excl. recycling	$ 1,159,860	$1,949,925	68.1%
Recycling	$ 255,690	$ 1,164,975	355.6%
Total Operations	$ 2,391,165	$5,109,340	113.7%

Punta Gorda

Sanitation Fund
History from FY 2006 to FY 2026

Category	Actual FY 2006	Actual FY 2025	% +/-
# of Staff	19	21	10.5%
Approx. Residential Units (Single & Multi-Family)	9,900	12,785	29.1%

Punta Gorda

Sanitation Fund
Rate History from FY 2006 to FY 2026

	FY 2006	FY 2026	% +/-
Refuse & Yardwaste	17. 00	22.60	32.9%
Recycling	2.20	7.60	245.5%
Total	19.20	30.20	57.3%

Punta Gorda

Sanitation Fund
Comparison FY 2026 to FY 2027

Category	Orig Budget FY 2026	Proposed FY 2027	% +/-
Personnel	$ 2,019,900	$ 2,078,330	2.9%
Operating (excl. recycling	$ 1,916,405	$ 1,983,290	3.5%
Recycling	$ 1,163,810	$ 1,172,840	0.8%
Total Operations	$ 5,100,115	$ 5,234,460	2.6%

Punta Gorda

Sanitation Fund SFR
Proposed fee of $31.70

Current Fee	$30.20
Refuse/yardwaste fee increase	1.50
Recycling fee increase	.00
Proposed SFR Fee	$31.70

Sanitation Fund

- FY 2027 Balanced, with recommended increases
- Salaries and wages increased based on up to 4% merit increases
- Health insurance estimated increase 8.5%; will be reduced – rates came in at 5.5%
- Defined benefit plan per actuary spread over all funds on active employees; defined contribution plan per elections
- Workers compensation insurance est. increase 10%

Sanitation Fund

- Administrative charges estimated 3% increase and computer overhead estimated 0% increase; final will be determined when all budgets are completed
- Recycling has budgeted based on current price on contract, slight increase for growth
- Contractual Services for temporary labor $60,000 to cover for vacations, sick, FMLA, injuries or employee turnover

Sanitation Fund

- General liability insurance increase estimated at 5%
- Repairs of packers/equipment approximately 3% increase
- Landfill fees based on estimated tonnage and increase in rates approximately 10% increase
- Fuel cost increase approximately 14% due in increase in prices; may be reduced as pricing reduces
- Capital outlay per updated five-year plan

Sanitation Fund
Vehicle and Equipment Program

PROJECT IDENTIFICATION	TOTAL PROJECT COST	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
EQUIPMENT:						
2012 Clamshell loader replacement (6891)	250	250	0	0	0	0
2018 Packer replacement (7013)	405	405	0	0	0	0
2018 Packer replacement (7014)	405	0	405	0	0	0
2018 Packer replacement (7015)	405	0	0	405	0	0
2022 Packer replacement (7860)	405	0	0	0	405	0
2018 Pickup truck replacement (7778)	45	0	0	0	0	45
2022 Packer replacement (7861)	405	0	0	0	0	405
TOTAL		655	405	405	405	450

Punta Gorda

Sanitation Fund
Proforma FY 2027 - 2031

	Proposed FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030	Proforma FY 2031
REVENUES	**$ 5,654,610**	**$ 5,913,050**	**$ 6,212,185**	**$ 6,514,165**	**$ 6,817,775**
Personnel	$ 2,078,330	$ 2,179,435	$ 2,285,725	$ 2,397,500	$ 2,515,075
Operating	3,156,130	3,215,095	3,346,550	3,483,545	3,626,320
Capital Outlay	655,000	405,000	405,000	405,000	450,000
TOTAL EXPENDITURES	**$ 5,889,460**	**$ 5,799,530**	**$ 6,037,275**	**$ 6,286,045**	**$ 6,591,395**
Beg. Operating Reserve	$ 945,370	$ 710,520	$ 824,040	$ 998,950	$ 1,227,070
End. Operating Reserve	$ 710,520	$ 824,040	$ 998,950	$ 1,227,070	$ 1,453,450
End. Op. Resrv. as a % of Exp.	12.06%	14.21%	16.55%	19.52%	22.05%

Sanitation Fund
Tentative Rate Changes

Based on Recycling Contract (estimated 3% CPI increases in FY 2029 through FY 2031), Overall Operation Increases, and 5 Year Capital Outlay Needs

	FY 2027	Estimated FY 2028	Estimated FY 2029	Estimated FY 2030	Estimated FY 2031
Refuse & Yardwaste	24.10	25.60	27.10	28.60	30.10
Recycling	7.60	7.60	7.85	8.10	8.35
Total	31.70	33.20	34.95	36.70	38.45

Sanitation Fund
Comparison with Surrounding Communities

Jurisdiction	Actual FY 2026 Cost/Year	Proposed FY 2027 Cost/Year	Outsourced	1 pickup vs 2 pickup
Naples	$462.48	$480.60	no	2
Cape Coral	$420.81	unknown	yes	1
City of Sarasota	$420.60	$464.16	no	1
Punta Gorda	$362.40	$380.40	no	2
Lee Co. (Avg 6 districts)	$340.44	$386.23	yes	1
North Port	$332.75	$460.76**	no	1
Charlotte County	$324.64	$336.85	yes	1
Venice	$302.52	$311.64	no	2
Manatee County	$283.80	unknown	yes	1
Fort Myers	$277.11	unknown	no	1
Sarasota County	$263.96	$263.96	yes	1
Collier County	$261.91	unknown	yes	2

Note: City of Sarasota proposed increase of $3.63 per month to fund a natural disaster debris collection reserve.

** North Port has proposed a one-time not to exceed amount of $128.01 for FY 2027

Once per Week Pickup Discussion

Service Provider	Frequency of Service	Annual Single Family Rate
Current City Staff	2 pickups per week	$380.40
Option 1 City Staff (est reduction of 2 positions and one packer)	1 pickup per week	$357.60 ($1.90 per month reduction)
Option 2 Contract (est using Charlotte County)	1 pickup per week	$336.85 ($3.63 per month reduction)

Notes: Option 1 – City has no routing software which would be needed to determine if an additional team/packer could be reduced or use of a consultant for this task.
Option 2 – Depending on options for piggybacking, state contracts and/or bid this amount could be higher or lower.

Punta Gorda

City of Punta Gorda, FL
Sanitation Fund
Proforma Schedule of Revenues and Expenses
FY 2024 through FY 2031

	Actual FY 2024	Actual FY 2025	Budget FY 2026	Projected FY 2026	Proposed FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030	Proforma FY 2031
Revenues:									
Solid Waste Franchise Fee	$ 55,710	$ 50,364	50,000	44,415	$ 46,000	$ 46,000	$ 46,000	$ 46,000	$ 46,000
Commercial Refuse	665,672	725,037	710,030	808,800	808,800	808,800	808,800	808,800	808,800
Multi Family Refuse	749,077	886,381	837,165	983,795	988,715	993,660	998,625	1,003,620	1,008,640
Single Family Refuse	2,730,708	2,845,882	2,856,210	2,999,080	3,014,075	3,044,215	3,074,655	3,105,400	3,136,455
Refuse/YW rate increase(Cumulative)	0	0	442,620	0	221,850	443,700	665,550	887,400	1,109,250
Yardwaste Collection	78,425	88,067	85,340	90,410	90,410	90,860	91,315	91,775	92,230
Recycling Collection	387,888	430,474	416,050	458,370	460,660	462,965	465,280	467,605	469,945
Recycling Rate Increase (Cumulative)	0	0	0	0	0	0	35,360	71,965	109,855
Miscellaneous	317,506	66,492	24,100	47,055	24,100	22,850	26,600	31,600	36,600
Total Funds Available	4,984,986	5,092,698	5,421,515	5,431,925	5,654,610	5,913,050	6,212,185	6,514,165	6,817,775
Expenses:									
Personnel Expenses	1,673,291	1,918,780	2,019,900	1,994,440	2,078,330	2,179,435	2,285,725	2,397,500	2,515,075
Operating Expenses	2,308,448	2,424,140	2,547,855	2,582,540	2,608,920	2,652,400	2,767,905	2,888,475	3,014,330
Administrative Charges	488,820	541,065	532,360	532,360	547,210	562,695	578,645	595,070	611,990
Capital	980,480	-	405,000	455,000	655,000	405,000	405,000	405,000	450,000
Total Sanitation Expenses	5,451,039	4,883,985	5,505,115	5,564,340	5,889,460	5,799,530	6,037,275	6,286,045	6,591,395
Revenue over(under) expenses	(466,053)	208,713	(83,600)	(132,415)	(234,850)	113,520	174,910	228,120	226,380
Operating Reserves - Beginning	1,055,123	869,070	861,250	1,077,783	945,368	710,518	824,038	998,948	1,227,068
Capital Outlay Reserve Beginning	280,000	0	0	0	0	0	0	0	0
Capital Outlay Reserve Ending	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Operating Reserves - Ending	$ 869,070	$ 1,077,783	$ 777,650	$ 945,368	$ 710,518	$ 824,038	$ 998,948	$ 1,227,068	$ 1,453,448
Operating Reserves-End as a % of Total Exp			14.13%	16.99%	12.06%	14.21%	16.55%	19.52%	22.05%

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	Y-T-D ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
SANITATION FUND								
430-0000-323.70-00	SOLID WASTE FRANCHISE FEE	55,710	50,364	50,000	50,000	33,414	44,415	46,000
	EST BASED ON CURRENT FRANCHISE FEES			46,000				
				46,000				
*	FRANCHISE FEES	55,710	50,364	50,000	50,000	33,414	44,415	46,000
**	PERMITS,FEES & SPEC ASSMT	55,710	50,364	50,000	50,000	33,414	44,415	46,000
430-0000-343.41-01	COMMERCIAL REFUSE	665,672	725,037	710,030	710,030	540,801	808,800	808,800
	ESTIMATE FLAT FROM FY 26 PROJECTION			808,800				
				808,800				
430-0000-343.41-02	MULTI FAMILY REFUSE	749,077	886,381	837,165	837,165	657,796	983,795	988,715
	ESTIMATE .5% GROWTH			988,715				
				988,715				
430-0000-343.41-03	SINGLE FAMILY REFUSE	2,730,708	2,845,882	3,298,830	3,298,830	1,997,079	2,999,080	3,235,925
	EST .5% GROWTH			3,014,075				
	RATE INCREASE $1.50 FOR REFUSE/YARDWASTE			221,850				
	* WILL BE DISTRIBUTED TO VARIOUS ACCOUNTS BASED ON BILLING CODES							
				3,235,925				
430-0000-343.41-04	YARDWASTE	78,425	88,067	85,340	85,340	60,412	90,410	90,410
	EST FLAT FROM FY 26 PROJECTION			90,410				
				90,410				
430-0000-343.41-05	RECYCLING	387,888	430,474	416,050	416,050	305,573	458,370	460,660
	NO CHANGE IN RATES, EST .5% GROWTH			460,660				
				460,660				
*	PHYSICAL ENVIRONMENT	4,611,770	4,975,841	5,347,415	5,347,415	3,561,661	5,340,455	5,584,510

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	Y-T-D ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
**	CHARGES FOR SERVICES	4,611,770	4,975,841	5,347,415	5,347,415	3,561,661	5,340,455	5,584,510
430-0000-361.10-00	INTEREST ON INVESTMENTS	67,297	39,045	20,000	20,000	26,132	41,635	20,000
	EST 2.5% INTEREST RATE ON AVG BALANCES			20,000				
				20,000				
*	INTEREST EARNINGS	67,297	39,045	20,000	20,000	26,132	41,635	20,000
430-0000-364.41-00	SURPLUS FURN, FIXT, EQPT	0	12,500	0	0	0	0	0
*	DISPOSITION-FIXED ASSETS	0	12,500	0	0	0	0	0
430-0000-365.91-03	RECYCLING	8,914	10,914	4,000	4,000	3,568	5,320	4,000
	EST FLAT			4,000				
				4,000				
*	SALE OF SURPLUS MATERIALS	8,914	10,914	4,000	4,000	3,568	5,320	4,000
430-0000-369.70-18	INSURANCE RECOVERY	235,567	0	0	0	0	0	0
430-0000-369.90-00	MISCELLANEOUS REVENUE	5,729	4,033	100	100	0	100	100
	EST MISC REVENUE INCLUDING PCARD REBATE			100				
				100				
*	OTHER MISC REVENUES	241,296	4,033	100	100	0	100	100
**	MISCELLANEOUS REVENUE	317,507	66,492	24,100	24,100	29,700	47,055	24,100
430-0000-389.90-01	PROJ CARRYOVER-BEGINNING	0	0	861,250	861,250	0	966,267	945,368
	EST BEG BALANCE			945,368				
				945,368				
430-0000-389.90-02	PRIOR YEAR ENCUMBRANCES	0	0	0	1,516	0	1,516	0
430-0000-389.90-05	PRIOR YR RE-APPROPRIATION	0	0	0	110,000	0	110,000	0

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	Y-T-D ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
*	BEGINNING RESERVES	0	0	861,250	972,766	0	1,077,783	945,368
**	OTHER REVENUE SOURCES	0	0	861,250	972,766	0	1,077,783	945,368
***	SANITATION FUND	4,984,987	5,092,697	6,282,765	6,394,281	3,624,775	6,509,708	6,599,978
		4,984,987	5,092,697	6,282,765	6,394,281	3,624,775	6,509,708	6,599,978

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
SANITATION FUND								
430-0000-581.99-03	PROJECTED CARRYOVER - END	0	0	777,650	777,650	0	945,368	710,518
	EST ENDING BALANCE			710,518				
				710,518				
*	ENDING RESERVES	0	0	777,650	777,650	0	945,368	710,518
**	SANITATION FUND	0	0	777,650	777,650	0	945,368	710,518
***	SANITATION FUND	0	0	777,650	777,650	0	945,368	710,518
PUBLIC WORKS								
SANITATION/REFUSE COLLECT								
430-0930-534.12-01	REGULAR SALARIES & WAGES	976,306	1,145,453	1,231,220	1,231,220	833,235	1,217,015	1,276,545
	ESTIMATE 4% MERIT INCREASE			1,276,545				
				1,276,545				
430-0930-534.14-00	OVERTIME PAY	90,272	135,689	76,000	76,000	57,562	82,105	76,000
	WENT OVER BUDGET PAST 3 YEARS BUT DUE TO TURNOVER COVERED FROM SALARIES AND BENEFITS $76K MAY NOT BE ENOUGH FY24/25 $125,855 (HURRICANE MILTON) FY23/24 $90,300 FY22/23 $97,690							
	COMMERCIAL CREWS WORK 9 HOLIDAYS			10,000				
	COMMERCIAL ROUTE SUNDAY			11,000				
	RESIDENTALS CREWS WORKING 5 HOLIDAYS			25,000				
	UNBUDGETED OT, VACATIONS, FMLA/SICK LEAVE & EMPLOYEES WORKING OT FOR YARD WASTE PILES			30,000				
				76,000				
430-0930-534.21-00	F I C A TAXES	76,912	92,970	92,950	92,950	64,762	93,960	97,995
	SYSTEM CALCULATION BASED ON EST WAGES AND ABTS			97,995				
				97,995				
430-0930-534.22-00	RETIREMENT CONTRIBUTION	108,307	122,895	118,230	118,230	78,824	118,230	110,910

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	FROM ACTUARY REPORT-SPREAD ON EST PENSIONABLE WAGE			110,910				
				110,910				
430-0930-534.22-10	RETIREMT -DEFINED CONTRIB	13,540	27,182	29,180	29,180	19,839	29,180	29,200
	CALCULATED BASED ON EMPLOYEE % ELECTION			29,200				
				29,200				
430-0930-534.23-00	EMPLOYEE HLTH & LIFE INS	243,297	276,885	319,280	319,280	236,919	316,750	346,045
	EST 8.5% INCREASE HEALTH			346,045				
				346,045				
430-0930-534.23-02	DEP HLTH + EMPL PD LIFE	53,894	58,639	80,005	80,005	45,618	65,615	65,925
	EST 8.5% INCREASE HEALTH			65,925				
				65,925				
430-0930-534.24-00	WORKMEN'S COMP PREMIUMS	55,160	59,066	73,035	73,035	54,009	71,585	75,710
	EST 10% INCR AND UPDATED WC RATES			75,710				
				75,710				
430-0930-534.26-00	OTHER POSTEMPLOY BENEFITS	41,821-	0	0	0	0	0	0
*	PERSONNEL SERVICES	1,575,867	1,918,779	2,019,900	2,019,900	1,390,768	1,994,440	2,078,330
430-0930-534.31-00	PROFESSIONAL SERVICES	0	0	0	60,000	0	60,000	0
430-0930-534.32-00	ACCOUNTING & AUDITING	1,378	1,410	1,620	3,136	1,450	1,620	1,620
	EST 3% INCREASE. GOING OUT FOR BID SUMMER 2026			1,620				
				1,620				
430-0930-534.34-00	CONTRACTUAL SERVICES	95,096	94,687	60,000	60,000	60,000	60,000	60,000
	TEMPORARY WORKERS $25.16 PER HOUR SOME WEEKS IS ONLY ONE HELPER, OTHERS CAN BE UP TO THREE HELPERS TO COVER UNEXPECTED CALL OUTS, SICK TIME, FMLA 25.16 PER HOUR X'S 40 HOURS = $1006.40 X'S 29 WK TO COVER EMPOLYEE VACATIONS:			29,000				

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	25.16 PER HOUR X'S 40 HOURS = $1006.40 X'S 30 WEEKS			31,000				
	NO INCREASE IS REQUESTED, WE ARE UNABLE TO CUT 10% FROM THIS ACCOUNT							
	A BUDGET JUSTIFICATION IS PREPARED							
	CURRENTLY WE ARE FULLY STAFFED							
	FY24/25 $97,500							
	FY23/24 $95,100							
	FY22/23 $50,342							
				60,000				
430-0930-534.34-31	RECYCLING	1,094,172	1,154,372	1,163,810	1,163,810	1,163,810	1,164,975	1,172,840
	USING SINGLE SERVICE RECYCLING, SSR, LLC IN SARASOTA AND WM CONTRACT CURRENT MONTH RECYCLING PER UNIT $7.60 X 12,765 CITY EST POPULATION (FEB 2026 BILL) $7.60 X 12,765 = $97,014 PER MONTH $97,014 PER MONTH X 12 MONTHS			1,164,170				
	= $1,164,168.00 ESTIMATED 0.5% INCREASE FOR GROWTH			8,670				
	WASTE MANAGEMENT ON 4/25/2025 STATED NO INCREASE IN SERVICE FOR 2 YEARS							
	NEXT YEAR WILL HAVE A CPI INCREASE FOR REMAINDER OF THE CONTRACT 2030							
	UNABLE TO CUT 10% FROM THIS ACCOUNT AS THE GROWTH CONTINUES, THE MONTHLY RATE INCREASES							
	A BUDGET JUSTIFICATION IS PREPARED							
				1,172,840				
430-0930-534.40-00	TRAVEL & PER DIEM	0	0	2,080	2,080	0	1,000	300
	TRAVEL EXPENSES FOR CDL, DEP REGULATORY MEETINGS, DECREASED BY $1,780			300				
				300				
430-0930-534.41-00	COMMUNICATIONS SERVICES	1,116	1,454	1,500	1,500	501	1,500	1,405
	SMART PHONES ISSUED TO SUPERVISOR & SENIOR CREW CHIEF $38 PER MONTH EACH X 12 MONTHS			915				
	TRUCK CELL PHONES LISTED BELOW (9) AVERAGE PER MONTH $9.5 X 12 MONTHS			115				
	SERVICE FOR 800MHZ RADIO			375				
				1,405				
430-0930-534.41-03	POSTAGE & EXPRESS CHARGES	0	0	500	500	0	100	100

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	POSTAGE FOR LETTERS			100				
				100				
430-0930-534.44-05	CLOTHING & UNIFORMS	1,333	1,386	2,060	2,060	2,060	2,060	1,855
	UNIFORM PANTS FOR 20 EMPLOYEES UNIFORM SHIRTS FOR 1 EMPLOYEE $21.70 WEEKLY X 52 WEEKS			1,130				
	UNIFORM SHIRT 1 EMPLOYEE & PANTS/SHORTS 20 EMPLOYE LOSS CHARGE (DAMAGED/MISSSING/REPLACEMENTS)			725				
				1,855				
430-0930-534.45-01	FIRE/GENERAL LIAB INSUR	56,490	61,321	71,775	71,775	58,751	61,750	64,840
	EST 5% INCREASE OVER ACTUAL FY 2026			64,840				
				64,840				
430-0930-534.46-00	REPAIR & MAINTENANCE SVCS	980	490	1,545	1,545	1,545	1,545	1,390
	REPAIRS & SERVICES FOR ICE MACHINE FOUR SERVICES PER YEAR $245 PER SERVICE X 4 = $980			980				
	MISC REPAIRS			410				
				1,390				
430-0930-534.46-08	R&M AUTOS/TRUCKS FLEET	234,398	282,534	194,440	194,440	159,400	194,440	200,000
	LBC DIESEL REPAIRS 11 REFUSE TRUCKS			193,650				
	MISCELLANEOUS PARTS			1,500				
	PROMPT TOWING 2 REFUSE TRUCKS - TOWING CHARGES ($350 EACH)			700				
	CHARLOTTE COUNTY FORD			1,500				
	ALIGNMENT TWO REFUSE TRUCKS (EACH $1325)			2,650				
	JUSTIFICATION IS PROVIDED REPAIR ON TRUCKS - BASED ON YTD EXPENSES PRICES FOR PARTS & LABOR HAVE INCREASED DRASTICALL AND CONTINUE TO RISE CURRENT FIVE YEAR CIP PLAN REPLACES ONE VEHICLE PER YEAR TO AVOID GROUPS OF VEHICLES							
				200,000				
430-0930-534.46-09	REPAIR/MNT EQUIP FLEET	0	0	1,545	1,545	0	500	500

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	BAREL PUMP FOR MOTOR OIL			85				
	PUMP FOR COOLANT			225				
	MANUAL BARREL PUMP FOR DEF FLUID			190				
				500				
430-0930-534.46-13	REPAIR/MNT VEH & EQP DEPT	2,053	4,143	4,120	11,620	10,000	11,620	2,710
	TRUCK WASH REPAIRS & MAINTENANCE			2,710				
	HOPEFULLY WE CAN HAVE PARKS OR							
	FACILITIES DO IN HOUSE REPAIRS							
	OTHERWISE THE CARWASH WILL BE DOWN							
	GENERAL FUND CONTRIBUTING TO LARGER REPAIR IN CIP							
	CAR WASH WAS CONSTRUCTED IN 2011 AND WE ARE HAVING							
	MAJOR ISSUES WITH PRESSURE. WE NEED TO CONSIDER							
	REPLACING EQUIPMENT OR REMODEL IN THE NEAR FUTURE							
	DEGREASING SYSTEM WAS ADDED TO THE CAR WASH FOR							
	FOR THE REFUSE TRUCKS IN THE AMOUNT OF $6,366***							
	THATS WHY THE PROJECTED EXPENDITURES IS HIGH FOR							
	FY25/26 CUT BY 10% BUT WE MAY GO OVER BUDGET							
				2,710				
430-0930-534.46-40	REPAIR/MNT TIRES	106,932	123,433	115,500	115,500	115,500	115,500	115,500
	LAST 3 YEARS AVERAGE $112,321							
	REPAIR, MAINTAIN, REPLACE TIRES			115,500				
	$9,625 PER MONTH X'S 12 MONTHS							
	WE ALREADY USE RE-CAP TIRES							
	FOR REAR AXELS TO SAVE MONEY							
	STEER TIRES MUST BE NEW FOR SAFETY REASONS							
	FOR INCREASE ON NEXT YEAR'S BUDGET							
				115,500				
430-0930-534.47-00	PRINTING & BINDING	0	0	2,000	2,000	0	1,800	1,800
	8 PAGE BROCHURES			1,200				
	DOOR KNOCKERS			600				
	CUT BY 10%							
				1,800				
430-0930-534.49-06	ADMINISTRATIVE CHARGES	427,010	471,920	455,265	455,265	303,512	455,265	468,920
	EST 3% INCREASE			468,920				
	ALLOCATION WILL BE COMPLETED ONCE ALL BUDGETS							

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	ARE FINALIZED							
				468,920				
430-0930-534.49-07	COMPUTER OVERHEAD	34,225	40,455	47,255	47,255	31,504	47,255	47,255
	EST FLAT ALLOCATION IS COMPLETED ONCE ALL BUDGETS ARE FINALIZED			47,255				
				47,255				
430-0930-534.49-11	YARDWASTE DISPOSAL	68,193	46,906	93,730	93,730	80,000	80,000	89,000
	YARDWASTE TONNAGE FEES CURRENTLY $24.34 PER TON SLD LANDFILL/WASTE CONNECTIONS OF FL CHARLOTTE COUNTY LANDFILL IS $48.90 PER TON USING SLD SAVES CONSIDERABLE MONEY YARD WASTE TIPPING FEES $7,416 PER MONTH X 12 MONTHS YARD WASTE WAS LIGHT PREVIOUS FY DUE TO THE PREVIOUS HURRICANES WE EXPECT IT WILL INCREASE AS THE VEGETATION RE-GROWS THE SLD LANDFILL DECREASED WE ONLY USE CC LANDFILL IF SLD IS CLOSED EARLY ON SAT.			89,000				
				89,000				
430-0930-534.49-13	LANDFILL FEES	429,573	443,673	527,360	527,360	500,000	527,360	579,425
	COMMERCIAL, RESIDENTIAL AND YARDWASTE BASED ON AVERAGE PER MONTH $48.90 PER TON INCREASE EFFECTIVE JANUARY 2026 WHICH WAS A 24.49 % INCREASE FROM $39.28 PER TON			551,835				
	NEW CONSTRUCTION PROPERTIES LAST THREE YEARS TON AVERAGE FOR RESIDENTIA AND COMMERCIAL:FY22/23 - 975.84 TONS FY23/24 - 911.62 TONS FY24/25 - 933.78 TONS AVERAGE TONS 940.41 PER MONTH X'S $48.90 PER TON = $45,986.10 $45,986.10 X'S 12 MONTHS = $551,833 $551,833 X'S 5% INCREASE = $27,591 + $551,833 = $579,424			27,590				
				579,425				
430-0930-534.49-19	BILLING CHARGES	27,585	28,690	29,840	29,840	19,896	29,840	31,035

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	4% INCREASE FOR BILLING & COLLECTION SERVICES IN UTILITIES			31,035				
				31,035				
430-0930-534.51-00	OFFICE SUPPLIES	246	826	975	975	298	975	880
	OFFICE SUPPLIES; PENS PAPER CLIPS MIS SUPPLIES PRINTER COPIES PERFORATED PAPER FOR WORK ORDERS PRINTER CARDTRIDGES EMPLOYEE LUNCH			880				
				880				
430-0930-534.52-01	GASOLINE, OIL, LUBRICANTS	170,384	152,764	215,460	215,460	103,866	215,460	246,000
	FUEL FOR TRUCKS $14,000 PER MONTH X'S 12 MONTHS			168,000				
	DEF FLUID $798 EACH FILL X'S 12 TIMES PER YEAR			9,600				
	LUBRICANTS & OIL			6,000				
	MISC & POSSIBLE FUEL INCREASE			10,315				
	DECREASED BUDGET BY $15,460 TO HELP ACHIEVE 10% DECREASE REQUESTED BY CITY MANAGER							
	FINANCE HAS INCREASED THIS BUDGET BASED ON CURRENT FUEL RATES WHICH INCREASED 54% MARCH 2026. IF RATES REDUCE, ANY SAVINGS RETURN TO FUND BALANCE FOR FUTURE YEARS BUDGET			52,085				
				246,000				
430-0930-534.52-16	PRE-EMPLOYMENT COSTS	1,341	915	500	500	0	500	450
	NEW EMPLOYEE PRE-EMPLOYMENT TESTING			450				
	NO VACANT POSITIONS AT THIS TIME NO NEW POSTIONS APPROVED AT THIS TIME DECREASED BY 10%							
				450				
430-0930-534.52-21	DEPT MATERIALS & SUPPLIES	31,886	41,576	70,000	62,500	40,796	62,500	57,525
	EMPLOYEE LUNCH $25 PER PERSON X'S 21 EMPLOYEES			525				
	CITY LOGO FOR NEW REFUSE TRUCK			2,000				
	MISC SUPPLIES FOR NEW REFUSE TRUCK			5,000				
	DEGREASER TO CLEAN REFUSE TRUCKS			5,000				
	NAPA AUTO PARTS			3,800				
	MISC SUPPLIES FOR REFUSE TRUCKS			10,000				
	WASTEBUILT WHEELS FOR DUMPSTERS			1,200				

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	TRASH CARTS * ADDITIONAL 200 96 GAL							
	200 48 GAL CARTS NEEDED			30,000				
				57,525				
430-0930-534.52-22	SAFETY SUPPLIES	2,832	6,118	4,390	4,390	1,410	4,390	3,950
	SAFETY 21 EMPLOYEES							
	PUNCTURE RESISTANT GLOVES 100 DOZEN X 12			1,200				
	FIRST AID KITS 50 X' S 15 VEHICLES			1,000				
	10 LB FIRE EXTINGUISHERS $150 EACH X'S 11 TRUCKS			1,650				
	MISC			100				
				3,950				
430-0930-534.52-24	CLOTHING & UNIFORMS	1,418	1,774	4,380	4,380	2,015	4,380	4,030
	REPLACEMENT OF SAFETY SHIRTS							
	2 BULK PURCHASES A YEAR FOR 21 EMPLOYEES							
	EACH ORDER IS $2,015 X'S 2 ORDERS			4,030				
	ONLY MADE ONE BULK PURCHASE LAST YEAR							
				4,030				
430-0930-534.54-00	BOOKS/MEMBS/TRAINING/EDUC	8,628	4,361	8,065	8,065	168	8,065	2,350
	BOOKS, MEMBERSHIPS, TRAINING							
	CDL CLASS B TRAINING COURSE $2,200 ONE EMPLOYEE			2,200				
	CDL TESTING			150				
				2,350				
430-0930-534.54-02	SAFETY TRAINING	0	0	500	500	0	500	450
	SAFETY TRAINING							
	FRED PRYOR 1 EMPLOYEE			268				
	GARBAGE TRUCK SAFETY/DRIVER SAFETY ONLINE							
	80 PER COURSE X'S 2 EMPLOYEES			160				
	MISC CHARGES			22				
				450				
430-0930-534.59-00	DEPRECIATION EXPENSE	392,100	0	0	0	0	0	0
*	OPERATING EXPENSES	3,189,369	2,965,208	3,080,215	3,141,731	2,656,482	3,114,900	3,156,130
430-0930-534.62-01	CONSTRUCTION AND/OR IMPRV	0	0	0	50,000	0	50,000	0
430-0930-534.64-03	EQUIPMENT	0	0	405,000	405,000	0	405,000	655,000

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	REPLACE 2012 CLAMSHELL TRUCK, ASSET 6891			250,000				
	THE COST OF REPLACING A CLAMSHELL TRUCK HAS INCREASED. HIGH END CLAMSHELL TRUCKS CAN GO UP TO $360,000 THIS IS THE COST FOR MID-RANGE SIMILAR TO WHAT WE CURRETLY HAVE							
	REPLACE 2018 REFUSE PACKER, ASSET# 7013			405,000				
				655,000				
*	CAPITAL OUTLAY	0	0	405,000	455,000	0	455,000	655,000
**	SANITATION/REFUSE COLLECT	4,765,236	4,883,987	5,505,115	5,616,631	4,047,250	5,564,340	5,889,460
***	PUBLIC WORKS	4,765,236	4,883,987	5,505,115	5,616,631	4,047,250	5,564,340	5,889,460
****	SANITATION FUND	4,765,236	4,883,987	6,282,765	6,394,281	4,047,250	6,509,708	6,599,978
		4,765,236	4,883,987	6,282,765	6,394,281	4,047,250	6,509,708	6,599,978

Punta Gorda
FLORIDA

INTEROFFICE MEMORANDUM

To: Kristin Simeone, Finance Director
From: Jennifer Daumann, Sanitation Supervisor
Date: March 18, 2026
Subject: FY 2026-2027 Budget Increase Justification

Account 430-0930-534-1400 Overtime Pay:
Sanitation is requesting the overtime budget remains the same as last year's $76,000. The commercial crew works overtime each Sunday to collect a special route mostly utilized by business or restaurants. These types of commercial properties produce a high volume of waste. The employees on the commercial, residential and yard waste routes work all the holidays except Thanksgiving and Christmas. With 20 staff members, overtime accumulates rapidly. We have many tenured employees that rapidly accumulate paid time off. Some other factors that affects overtime is: unbudgeted overtime, vacations, Family and Medical Leave Act, and sick pay. During certain times of the year we receive excessive requests for loose yard waste piles that need to be collected with the clamshell truck. Staff is inundated with the workload during normal working hours often requiring them to work on their day off to keep the requests manageable.

Account 430-0930-534-3400 Contractual Services:
Sanitation is not requesting an increase for this account. However, we are unable to decrease this account by the recommended 10%. Temporary workers are required to provide coverage to complete the routes daily for long time employees that exceed 200 vacation hours per year, FMLA and sick leave. The rate is currently $25.16 per hour for a temporary worker.

Account 430-0930-534-3431 Contractual Services Recycling:
Over the last year we acquired 101 new single and multi-family request for trash and recycling services. We anticipate 0.5% increase of growth this fiscal year and are requesting an additional $8,670 to cover the cost of recycling services for new developments throughout the city. The two new large developments Sea Haven and Sea Cove are still under construction and the current rate for recycling is $7.60 per residential unit. Next year will have a CIP increase for remainder of the contract through 2030.

Account 430-0930-534-4608 Repair & Maintenance Services:
The repair and maintenance of the refuse trucks is a huge expense and the cost are constantly increasing. Neglected trucks experience premature failures of hydraulic pumps, compactor blades and engines. Finance suggested one refuse truck be replaced per year so that groups of trucks are not reaching ten year life at same time and having the same extensive repairs as they age. The daily wear and tear on the vehicles make repairs inevitable with an estimated 16% increase in parts. Therefore, I have requested

this account increased to $200,000 to cover the cost of the maintenance and any other unexpected costly repairs.

Account 430-0930-534-4640 Repair & Maintenance Tires:
Sanitation is not requesting an increase for this account. We are asking to keep the same amount from this year's budget of $115,500. The rear axles on the refuse trucks already use re-cap tires which is less expensive than new. The front steer tires could cause blow-outs if we used re-caps causing harm to the public and employees. Failure to maintain the tires results in higher long-term operating costs, increased vehicle down time and significant safety risks. Refuse trucks operate in "high-scrub" environments characterized by constant stopping, starting and tight turns on cul-de-sacs causing continued wear and tear.

Account 430-0930-534-4913 Landfill Fees: The Charlotte County landfill fees increased in January 2026 by 24.49% from $39.28 per ton to $48.90 per ton. The increase in landfill fees and estimate 5% in growth will bring the projected budget to $579,424. These expenses are fixed necessities; reducing them further is not feasible.

Account 430-0930-534-5224 Sanitation Uniforms: Sanitation staff wears reflective safety shirts to reduce the risk of being struck by moving vehicles. After time sunlight and washing breaks down the pigments in the fabric, reducing visibility. Heavy soil, stains, tears and fraying reduce the structural integrity of the garment. The sanitation workers receive replacement safety shirts twice per year. Reducing this account could result in worker injuries and creates a dangerous environment.

SANITATION FUND
VEHICLE AND EQUIPMENT REPLACEMENT PROGRAM
FY 2027 - FY 2031
(All figures in thousands of dollars)

PROJECT IDENTIFICATION	TOTAL PROJECT COST	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
EQUIPMENT:						
2012 Clamshell loader replacement (6891)	250	250	0	0	0	0
2018 Packer replacement (7013)	405	405	0	0	0	0
2018 Packer replacement (7014)	405	0	405	0	0	0
2018 Packer replacement (7015)	405	0	0	405	0	0
2022 Packer replacement (7860)	405	0	0	0	405	0
2018 Pickup truck replacement (7778)	45	0	0	0	0	45
2022 Packer replacement (7861)	405	0	0	0	0	405
TOTAL		655	405	405	405	450

City of Punta Gorda
Fleet/Equipment Replacement Review

Dept/Div	0930	Asset Tag	6891	Purchase Price (if known)				$106,214	
Make	Freightliner	Model	M2		Year	2012	Age	14	
Current Mileage		112,671	Life to Date Maintenance Cost				$95,807		
Description		Clamshell Loader Truck Crane 2 Axle							



Recent Major Repairs to Extend Life: Replaced air dryer assembly, installed new air governor	**Known Problems:** Oil leak at front of engine that needs to be evaluated by mechanic, crane body is badly rusted
Description of Requested Replacement: Same or similar	Estimated Cost of Replacement: $250,000 **If vehicle or equipment is replaced will it be auctioned?** No **If no, requested use?** Retain in the fleet as a backup unit especially during emergencies such as hurricanes

Scoring Criteria - Safety 1= highest concern, 5= lowest concern; Efficiency 1=most costly, 5 = least costly to operate					
Safety	3	Efficiency	4	Estimated End of Life Fiscal Year	2027
				Requested Fiscal Year for Replacement	2027

Provide explanation for requested fiscal year of replacement: End of life at 14 years old, possible costly repairs of engine.	**If not replaced, what is alternative?** A vehicle may need to be leased. The crane body will need to be repaired and engine evaluated.

City of Punta Gorda
Fleet/Equipment Replacement Review

Dept/Div	0930	Asset Tag	7013	Purchase Price (if known)				$243,431	
Make	McNeilus	Model	LR613/2816		Year	2018	Age	8	
Current Mileage		71,036	Life to Date Maintenance Cost				$149,406		
Description		Truck Refuse Compactor Rear Loader 25 Yard							



Recent Major Repairs to Extend Life: Installed overhead air conditioning unit, repaired DEF leak behind cab, replaced leaking heater core	**Known Problems:** ABS and engine light illuminated, packer operating below capacity
Description of Requested Replacement: Same	Estimated Cost of Replacement: $405,000 **If vehicle or equipment is replaced will it be auctioned?** Yes **If no, requested use?**

Scoring Criteria - Safety 1= highest concern, 5= lowest concern; Efficiency 1=most costly, 5 = least costly to operate					
Safety	3	Efficiency	2	Estimated End of Life Fiscal Year	2027
				Requested Fiscal Year for Replacement	2027

Provide explanation for requested fiscal year of replacement: End of service life	**If not replaced, what is alternative?** Continue costly repairs and increase maintence budget to cover the high costs

City of Punta Gorda
Fleet/Equipment Replacement Review

Dept/Div	0930	Asset Tag	7014	Purchase Price (if known)			$243,431		
Make	McNeilus	Model	LR613/2816		Year	2018	Age	8	
Current Mileage		86,749	Life to Date Maintenance Cost				$186,148		
Description	Truck Refuse Compactor Rear Loader 25 Yard								
Recent Major Repairs to Extend Life: Replaced right slide cylinder, repaired rust area on packer body				**Known Problems:** Both sweep cylinders are leaking hydraulic fluid					
Description of Requested Replacement: Same or similar				Estimated Cost of Replacement			$405,000		
				If vehicle or equipment is replaced will it be auctioned? Yes **If no, requested use?**					
Scoring Criteria - Safety 1= highest concern, 5= lowest concern; Efficiency 1=most costly, 5 = least costly to operate									
Safety	4	Efficiency	3	Estimated End of Life Fiscal Year				2028	
				Requested Fiscal Year for Replacement				2028	
Provide explanation for requested fiscal year of replacement: End of service life				**If not replaced, what is alternative?** It would become necessary to increase the equipment repair and maintenance budget to cover anticipated higher repair costs.					

City of Punta Gorda
Fleet/Equipment Replacement Review

Dept/Div	0930	Asset Tag	7015	Purchase Price (if known)			$243,431		
Make	McNelius	Model	LR613/2816		Year	2018	Age	8	
Current Mileage		55,100	Life to Date Maintenance Cost				$169,434		
Description	Truck Refuse Compactor Rear Loader 25 Yard								
Recent Major Repairs to Extend Life: Replaced engine, CAM shaft and Injector 2, installed overhead air conditioning unit, replaced wiring harness				**Known Problems:** Unit out of service while repairs are being made, remaining issues unknown					
Description of Requested Replacement: Same or similar				Estimated Cost of Replacement			$405,000		
				If vehicle or equipment is replaced will it be auctioned? Yes **If no, requested use?**					
Scoring Criteria - Safety 1= highest concern, 5= lowest concern; Efficiency 1=most costly, 5 = least costly to operate									
Safety	4	Efficiency	2	Estimated End of Life Fiscal Year				2028	
				Requested Fiscal Year for Replacement				2029	
Provide explanation for requested fiscal year of replacement: End of service life				**If not replaced, what is alternative?** It would become necessary to increase the equipment repair and maintenance budget to cover anticipated higher repair costs.					

City of Punta Gorda
Fleet/Equipment Replacement Review

Dept/Div	0930	Asset Tag	7860	Purchase Price (if known)			$320,000	
Make	Peterbilt	Model	520	Year	2021	Age	5	
Current Mileage		72,210	Life to Date Maintenance Cost			$141,657		
Description	Truck Refuse Compactor Rear Loader 25 Yard							

Recent Major Repairs to Extend Life: Replaced brake chamber, springs, U-bolts and chamber shims front end, replaced pressure sensor tube, replaced dumpster cable	**Known Problems:** Coolant leak and hoses require replacement
Description of Requested Replacement: Same or similar	Estimated Cost of Replacement $405,000
	If vehicle or equipment is replaced will it be auctioned? Yes **If no, requested use?**

Scoring Criteria - Safety 1= highest concern, 5= lowest concern; Efficiency 1=most costly, 5 = least costly to operate

Safety	4	Efficiency	3	Estimated End of Life Fiscal Year	2030
				Requested Fiscal Year for Replacement	2030

Provide explanation for requested fiscal year of replacement: End of service life	**If not replaced, what is alternative?** Continue costly repairs and increase maintenance budget to cover the high costs of commercial refuse truck

City of Punta Gorda
Fleet/Equipment Replacement Review

Dept/Div	0930	Asset Tag	7778	Purchase Price (if known)			$27,405	
Make	Ford	Model	F-150	Year	2018	Age	8	
Current Mileage			Life to Date Maintenance Cost			$4,972		
Description	Cab 2 Door with Lift Gate							

Recent Major Repairs to Extend Life: Replaced front brakes and rotors, replaced front hub bearings	**Known Problems:** No known issues at this time
Description of Requested Replacement: Similar Ford F-150 with Lift Gate	Estimated Cost of Replacement $45,000
	If vehicle or equipment is replaced will it be auctioned? Yes **If no, requested use?**

Scoring Criteria - Safety 1= highest concern, 5= lowest concern; Efficiency 1=most costly, 5 = least costly to operate

Safety	5	Efficiency	5	Estimated End of Life Fiscal Year	2028
				Requested Fiscal Year for Replacement	2031

Provide explanation for requested fiscal year of replacement: End of service life	**If not replaced, what is alternative?** Continue to maintain and repair

City of Punta Gorda
Fleet/Equipment Replacement Review

Dept/Div	0930	Asset Tag	7861	Purchase Price (if known)			$320,000		
Make	Peterbilt	Model	520	Year	2021	Age	5		
Current Mileage	66,680	Life to Date Maintenance Cost				$122,575			
Description	Truck Refuse Compactor Rear Loader 25 Yard								



Recent Major Repairs to Extend Life: Replaced brake chamber, springs, U-bolts and chamber shims front end, front axle & steering alignment, repaired/rebuild tipper	**Known Problems:** High beam blue light blinks, low beam lights dim
Description of Requested Replacement: Same or similar	Estimated Cost of Replacement: $405,000 **If vehicle or equipment is replaced will it be auctioned?** Yes **If no, requested use?**

Scoring Criteria - Safety 1= highest concern, 5= lowest concern; Efficiency 1=most costly, 5 = least costly to operate

Safety	4	Efficiency	4	Estimated End of Life Fiscal Year	2031
				Requested Fiscal Year for Replacement	2031

Provide explanation for requested fiscal year of replacement: End of service life	**If not replaced, what is alternative?** Continue costly repairs and increase maintenance budget to cover the high costs

FY 2027
Budget Status Update
Building Fund

City Council Meeting

July 8, 2026

Punta Gorda

Building Fund

- FY 2027 Balanced; no change in fees currently proposed, but they are being reviewed for future updates

- Personnel Estimates – 4% merit increase; defned benefit plan per actuary spread over all funds on active employees; est. increases – 8.5% health insurance (6% 2028-2031), 10% workers comp insurance

- Request to reclassify a position to Flood Plain Coordinator (pending pay and classification study)

Building Fund

- Operating estimates – per departmental request; computer overhead flat and administration charges 3% incr- final will be determined when all budgets are completed; liability insurance 5%
- Contractual services for scanning needed and temps for weather events, $100,000
- FY 2028-2031 operating increases 3% except general liability insurance at 5%, contractual services $60,000 per year, and training $25,000 per year

Building Fund

- FY 2027 replacement of 2014 pickup truck $70,000;
  FY 2029 replacement of 2016 pickup truck $70,000;
  FY 2031 replacement of 2016 pickup truck $70,000;
  (all replacements upgrade to ½ ton, crew cab, and 4x4)

- Monitor & adjust staffing if activity warrants and revenues & reserves allow

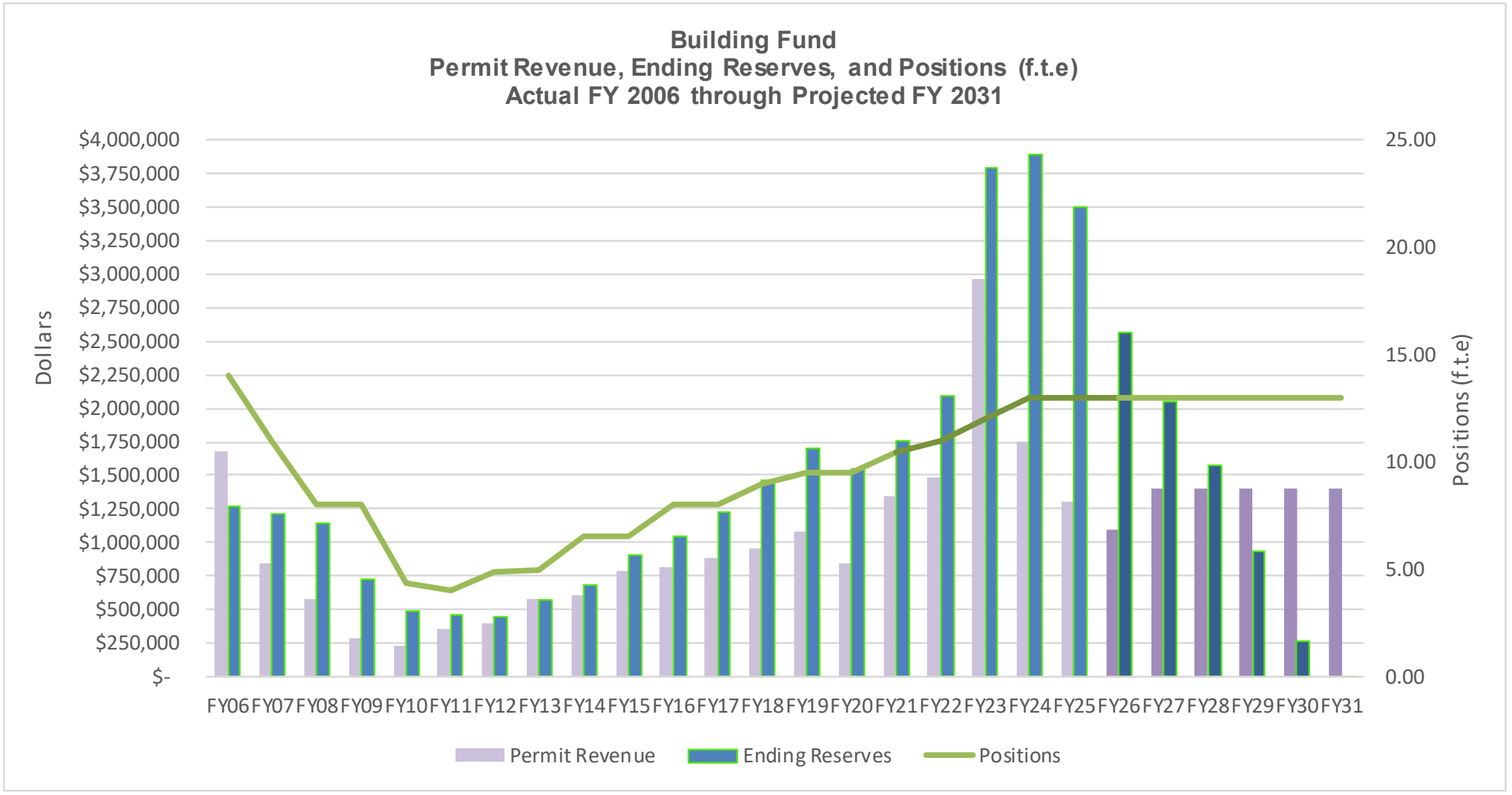
- Operating reserves maintained for future stabilization
  - Additional rate increases and/or reduced operating may be needed by 2031

- Budget to be reviewed by Building Board for recommendation to maintain excess operating reserves

Building Fund

	Proposed FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030	Proforma FY 2031
REVENUES	**$ 1,559,000**	**$ 1,538,000**	**$ 1,520,000**	**$ 1,505,000**	**$ 1,490,000**
Personnel	$ 1,279,905	$ 1,326,045	$ 1,384,825	$ 1,446,370	$ 1,510,825
Operating	727,235	687,135	705,520	724,470	744,010
Capital Outlay	70,000	0	70,000	0	70,000
TOTAL EXPENDITURES	**$ 2,077,140**	**$ 2,013,180**	**$ 2,160,345**	**$ 2,170,840**	**$ 2,324,835**
Beg. Operating Reserve	$ 2,571,599	$ 2,053,459	$ 1,578,279	$ 937,934	$ 272,094
End. Operating Reserve	$ 2,053,459	$ 1,578,279	$ 937,934	$ 272,094	$ (562,741)
End. Op. Resrv. as a % of Exp.	98.86%	78.40%	43.42%	12.53%	-24.21%

Building Fund



City of Punta Gorda, FL
Building Fund
Proforma Schedule of Revenues and Expenses
FY 2024 through FY 2031

	Actual FY 2024	Actual FY 2025	Budget FY 2026	Projected FY 2026	Proposed FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030	Proforma FY 2031
Revenues:									
Permits, Fees, & Spec Assmt	$1,812,296	$1,442,519	$1,313,225	$ 1,112,450	$ 1,412,000	$ 1,412,000	$ 1,412,000	$ 1,412,000	$ 1,412,000
Charges for Services	138,238	56,616	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Miscellaneous Revenues	221,747	149,557	99,000	149,725	87,000	66,000	48,000	33,000	18,000
Total Revenues	2,172,281	1,648,692	1,472,225	1,322,175	1,559,000	1,538,000	1,520,000	1,505,000	1,490,000
Expenses:									
Personnel Services	1,125,709	1,265,005	1,320,550	1,079,825	1,279,905	1,326,045	1,384,825	1,446,370	1,510,825
Operating Expenses	930,701	746,735	878,905	1,174,205	727,235	687,135	705,520	724,470	744,010
Capital Outlay	16,446	22,277	0	0	70,000	0	70,000	0	70,000
Total Expenses	2,072,856	2,034,017	2,199,455	2,254,030	2,077,140	2,013,180	2,160,345	2,170,840	2,324,835
Revenues less Expenses	99,425	(385,325)	(727,230)	(931,855)	(518,140)	(475,180)	(640,345)	(665,840)	(834,835)
Operating Reserves - Beg	3,789,354	3,888,779	3,165,789	3,503,454	2,571,599	2,053,459	1,578,279	937,934	272,094
Operating Reserves - End	$3,888,779	$3,503,454	$2,438,559	$ 2,571,599	$ 2,053,459	$ 1,578,279	$ 937,934	$ 272,094	$ (562,741)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	Y-T-D ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
BUILDING CODE FUND								
440-0000-322.00-00	BUILDING PERMITS	1,756,581	1,443,386	1,300,000	1,300,000	822,442	1,100,000	1,400,000
	BUILDING OFFICIAL ESTIMATE BASED ON DEVELOPMENTS IN THE PIPELINE			1,400,000				
				1,400,000				
*	BUILDING PERMITS	1,756,581	1,443,386	1,300,000	1,300,000	822,442	1,100,000	1,400,000
440-0000-329.02-00	RIGHTS OF WAY PERMITS	26,000	19,000	0	0	40,329	0	0
440-0000-329.03-00	DOCK PERMITS	40	90	0	0	0	0	0
440-0000-329.09-00	CERTIFICATE OF COMPETENCY	29,675	17,625	27,000	27,000	2,850	12,450	12,000
	ESTIMATED BASED ON PAST YEAR'S RECEIPTS			12,000				
				12,000				
*	OTHER PERMITS AND FEES	55,715	36,715	27,000	27,000	43,179	12,450	12,000
**	PERMITS,FEES & SPEC ASSMT	1,812,296	1,480,101	1,327,000	1,327,000	865,621	1,112,450	1,412,000
440-0000-342.50-01	REINSP,REVW & CHANGE FEES	138,238	62,461	60,000	60,000	52,433	60,000	60,000
	ESTIMATE BASED ON AVG WITHOUT HURRICANES			60,000				
				60,000				
*	PUBLIC SAFETY	138,238	62,461	60,000	60,000	52,433	60,000	60,000
**	CHARGES FOR SERVICES	138,238	62,461	60,000	60,000	52,433	60,000	60,000
440-0000-361.10-00	INTEREST ON INVESTMENTS	216,240	169,828	87,000	87,000	93,928	136,230	75,000
	EST 3% ON AVG BALANCES			75,000				
				75,000				
*	INTEREST EARNINGS	216,240	169,828	87,000	87,000	93,928	136,230	75,000
440-0000-369.70-18	INSURANCE RECOVERY	0	0	0	0	1,495	1,495	0
440-0000-369.90-00	MISCELLANEOUS REVENUE	5,507	9,314	12,000	12,000	9,072	12,000	12,000

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	Y-T-D ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	MISC REVENUES SUCH AS PCARD REBATES & SURCHARGES			12,000				
				12,000				
*	OTHER MISC REVENUES	5,507	9,314	12,000	12,000	10,567	13,495	12,000
**	MISCELLANEOUS REVENUE	221,747	179,142	99,000	99,000	104,495	149,725	87,000
440-0000-389.90-01	PROJ CARRYOVER-BEGINNING	0	0	3,165,789	3,165,789	0	3,192,669	2,571,599
	EST BEG BAL			2,571,599				
				2,571,599				
440-0000-389.90-02	PRIOR YEAR ENCUMBRANCES	0	0	0	5,335	0	5,335	0
440-0000-389.90-05	PRIOR YR RE-APPROPRIATION	0	0	0	305,450	0	305,450	0
*	BEGINNING RESERVES	0	0	3,165,789	3,476,574	0	3,503,454	2,571,599
**	OTHER REVENUE SOURCES	0	0	3,165,789	3,476,574	0	3,503,454	2,571,599
***	BUILDING CODE FUND	2,172,281	1,721,704	4,651,789	4,962,574	1,022,549	4,825,629	4,130,599
		2,172,281	1,721,704	4,651,789	4,962,574	1,022,549	4,825,629	4,130,599

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
BUILDING CODE FUND								
440-0000-581.99-03	PROJECTED CARRYOVER - END	0	0	2,452,334	2,452,334	0	2,571,599	2,053,459
	EST ENDING BALANCE			2,053,459				
				2,053,459				
*	ENDING RESERVES	0	0	2,452,334	2,452,334	0	2,571,599	2,053,459
**	BUILDING CODE FUND	0	0	2,452,334	2,452,334	0	2,571,599	2,053,459
***	BUILDING CODE FUND	0	0	2,452,334	2,452,334	0	2,571,599	2,053,459
GROWTH MANAGEMENT								
BUILDING DEPARTMENT								
440-1514-524.12-01	REGULAR SALARIES & WAGES	698,835	864,041	866,360	866,360	557,940	737,940	847,145
	ESTIMATE 4% MERIT INCREASE			847,145				
				847,145				
440-1514-524.14-00	OVERTIME PAY	56,806	25,707	64,000	64,000	5,213	20,000	32,000
	INCREASED BUSINESS LOAD OR WEATHER EVENT OVERTIME			32,000				
				32,000				
440-1514-524.21-00	F I C A TAXES	55,388	66,123	65,590	65,590	41,959	55,650	67,965
	SYSTEM CALCULATION BASED ON EST WAGES AND ABTS			67,965				
				67,965				
440-1514-524.22-00	RETIREMENT CONTRIBUTION	130,142	97,340	92,355	92,355	67,059	89,415	88,740
	FROM ACTUARY REPORT-SPREAD ON EST PENSIONABLE WAGE			88,740				
				88,740				
440-1514-524.22-10	RETIREMT -DEFINED CONTRIB	30,787	5,454	2,415	2,415	907	910	0
440-1514-524.23-00	EMPLOYEE HLTH & LIFE INS	145,470	172,309	181,645	181,645	106,401	136,400	180,780
	EST 8.5% INCREASE HEALTH			180,780				

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
				180,780				
440-1514-524.23-02	DEP HLTH + EMPL PD LIFE	24,121	25,490	36,100	36,100	21,207	27,690	51,890
	EST 8.5% INCREASE HEALTH			51,890				
				51,890				
440-1514-524.24-00	WORKMEN'S COMP PREMIUMS	7,727	8,541	12,085	12,085	8,909	11,820	11,385
	EST 10% INCR AND UPDATED WC RATES			11,385				
				11,385				
440-1514-524.26-00	OTHER POSTEMPLOY BENEFITS	20,528	0	0	0	0	0	0
*	PERSONNEL SERVICES	1,169,804	1,265,005	1,320,550	1,320,550	809,595	1,079,825	1,279,905
440-1514-524.31-07	SOFTWARE/PROGRAMMING	6,000	0	227,450	454,900	26,486	454,900	11,765
	MAINTENANCE FEES			11,765				
				11,765				
440-1514-524.32-00	ACCOUNTING & AUDITING	1,378	1,410	1,620	3,136	1,450	1,620	1,620
	EST 3% INCREASE. GOING OUT FOR BID SUMMER 2026			1,620				
				1,620				
440-1514-524.34-00	CONTRACTUAL SERVICES	426,040	192,974	80,000	143,819	137,420	143,820	100,000
	MORE SCANNING NEEDED- TEMP STAFF IF STORM EVENT			100,000				
				100,000				
440-1514-524.40-00	TRAVEL & PER DIEM	967	10	7,995	7,995	0	7,995	8,000
	NECESSARY TRAVEL FOR TRAINING			8,000				
				8,000				
440-1514-524.41-00	COMMUNICATN/FREIGHT SVCS	6,228	5,331	6,700	6,700	2,643	6,700	6,030
	ESTIMATE FOR (7) CELL PHONES AND (7) TABLETS			6,030				
				6,030				

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
440-1514-524.44-03	EQUIPMENT LEASES	4,347	0	8,000	8,000	4,605	8,000	8,000
	COPIER LEASE AND LEASING NEW PRINTER FOR FRONT TECH AREA			8,000				
				8,000				
440-1514-524.45-01	FIRE/GENERAL LIAB INSUR	12,231	13,774	14,070	14,070	14,556	14,600	15,330
	EST 5% INCREASE OVER ACTUAL FY 2026			15,330				
				15,330				
440-1514-524.46-08	R&M AUTOS/TRUCKS FLEET	5,421	4,477	10,000	26,500	16,100	12,000	24,000
	ADDITIONAL TRUCK AND OLDER TRUCKS NEEDING MORE FREQUENT MAINTENANCE			24,000				
				24,000				
440-1514-524.49-06	ADMINISTRATIVE CHARGES	240,245	253,605	225,185	225,185	168,885	225,185	231,940
	EST 3% INCREASE ALLOCATION WILL BE COMPLETED ONCE ALL BUDGETS ARE FINALIZED			231,940				
				231,940				
440-1514-524.49-07	COMPUTER OVERHEAD	192,420	252,885	241,150	241,150	180,864	241,150	241,150
	EST FLAT ALLOCATION IS COMPLETED ONCE ALL BUDGETS ARE FINALIZED			241,150				
				241,150				
440-1514-524.52-01	GASOLINE, OIL, LUBRICANTS	8,220	7,685	13,000	13,000	5,572	13,000	20,000
	DUE TO CURRENT INCREASES IN OIL PRICES GAS PRICES COULD GO UP CONSIDERABLY			20,000				
				20,000				
440-1514-524.52-16	PRE-EMPLOYMENT COSTS	503	151	720	720	264	720	650
	PRE-EMPLOYMENT COST FOR NEW EMPLOYEES			650				
				650				

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
440-1514-524.52-21	DEPT MATERIALS & SUPPLIES	13,619	6,916	15,000	14,500	4,140	14,500	15,500
	INCREASES IN OFFICE SUPPLY ITEMS EXPECTED			15,500				
				15,500				
440-1514-524.52-22	SAFETY SUPPLIES	799	655	515	515	207	515	2,500
	LADDERS, HARD HATS, SAFETY BOOTS, ELECTRIC TESTERS FLASHLIGHTS			2,500				
				2,500				
440-1514-524.52-24	CLOTHING & UNIFORMS	0	0	2,500	4,500	1,473	4,500	3,250
	SHIRTS FOR NEW STAFF AND REPLACEMENTS AS NEEDED FOR CURRENT STAFF			3,250				
				3,250				
440-1514-524.54-00	BOOKS/MEMBS/TRAINING/EDUC	12,282	6,862	25,000	25,000	2,252	25,000	37,500
	NEW CODE BOOKS REQUIRED, STATE REQUIRED TRAINING FOR NEW & CURRENT STAFF, CONTINUING EDUCATION			37,500				
				37,500				
440-1514-524.59-00	DEPRECIATION EXPENSE	18,543	0	0	0	0	0	0
*	OPERATING EXPENSES	949,243	746,735	878,905	1,189,690	566,917	1,174,205	727,235
440-1514-524.64-01	AUTOS & ON-ROAD VEHICLES	0	0	0	0	0	0	70,000
	REPLACEMENT INSPECTOR TRUCK (FA 6953)			70,000				
				70,000				
440-1514-524.64-20	COMPUTER EQUIPMENT	0	22,277	0	0	0	0	0
*	CAPITAL OUTLAY	0	22,277	0	0	0	0	70,000
**	BUILDING DEPARTMENT	2,119,047	2,034,017	2,199,455	2,510,240	1,376,512	2,254,030	2,077,140
***	GROWTH MANAGEMENT	2,119,047	2,034,017	2,199,455	2,510,240	1,376,512	2,254,030	2,077,140
****	BUILDING CODE FUND	2,119,047	2,034,017	4,651,789	4,962,574	1,376,512	4,825,629	4,130,599

Punta Gorda
FLORIDA

MEMORANDUM

To: Jeff Payne, Human Resources Manager

From: Boyd Lawrence, Planning Director

CC: **Dr.** Melissa Reichert, City Manager; Ronald Cohowcz, Chief Building Official

Date: October 15, 2025

RE: Flood Plain Coordinator

Proposed Pay Grade

In order to maintain full compliance with the requirements of the continued participation by the City in the National Flood Insurance Program (NFIP) and the Community Rating System (CRS) Program, the Urban Design Department requests to establish within the Building Division the position of Flood Plain Coordinator. A pay grade of 119 is requested for the Flood Plain Coordinator position. A job description for the position is attached with this memo.

Justification

The Federal Emergency Management Agency administers the National Flood Insurance Program (NFIP). The NFIP promotes reducing potential flood damage by using proper mitigation techniques, and protection of the property owners by offering flood insurance. The minimum standards for participation in the NFIP include:

- adopting flood maps and a flood damage prevention ordinance
- review building permits for compliance above the base flood elevation, or ensure flood proof methods are in place as appropriate,
- maintain elevation certificates to document compliance
- work with FEMA and the State when updates to the flood maps are necessary
- maintain records for review and respond to requests for reports to FEMA to maintain eligibility
- perform flood review on building permit applications
- CRS maintenance and audits
- PPI outreach and meetings
- Address all customers questions related to flood plain management
- Historic structures in flood zones
- Flood requirements out lined in the Florida Building Code, Commercial and Residential
- City flood ordinances and updates

- All Elevation Certs
- LOMR's
- LOMC's
- CLOMR's
- Regulation of site construction in flood zones
- Regulation of fill in flood zones
- Public outreach for all flood related items
- Substantial damage and substantial improvement reviews
- Strom related assessment
- Repetitive loss
- Tracking all flood damage
- Subdivisions and Mobile home parks in flood zones
- Flood ways
- Record retention
- FEMA audits
- Provide gaudiness on flood related variance requests

In addition to meeting these minimum standards for participation in the NFIP, the City also participates in the Community Rating System (CRS). CRS program provides substantial Flood Insurance Rate discounts to all eligible property owners within a participating community in exchange for communities undertaking actions which are designed to decrease flood risk. The CRS system is points based with participating communities receiving points based on various eligible actions including Public Information (Series 300) activities, Mapping and Regulations (Series 400) activities, Flood Damage Prevention (Series 500) activities, and Flood Preparedness (Series 600). Points are assigned for each action taken by the community with ranked into 10 Classes with each higher Class offering a five (5) percent CRS discount to all eligible NFIP policies in the community. Participation in the CRS program requires that the chief executive officer appoint a CRS Coordinator to be the responsible party for documenting the eligible activities and communicating with and providing timely and accurate information to CRS program staff during the annual program verification cycle.

The Flood Plain Coordinator would fill the role as the CRS coordinator for the purposes of administering the CRS program. The City of Punta Gorda participates in the CRS program and currently maintains a Class 5 rating unlocking a 25 percent CRS discount for all eligible NFIP policy holders in the city. Currently, the Chief Building Official is designated as Flood Plain Administrator to whom the Flood Plain Coordinator would report.

BUILDING FUND
VEHICLE AND EQUIPMENT REPLACEMENT PROGRAM
FY 2027 - FY 2031
(All figures in thousands of dollars)

PROJECT IDENTIFICATION	TOTAL PROJECT COST	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
EQUIPMENT:						
2014 Pickup Truck, 1/4 ton (6953 replace with 1/2 ton)	70	70	0	0	0	0
2016 Pickup Truck, 1/4 ton (6972 replace with 1/2 ton)	70	0	0	70	0	0
2017 Pickup Truck, 1/4 ton (6990 replace with 1/2 ton)	70	0	0	0	0	70
TOTAL		70	0	70	0	70

City of Punta Gorda
Fleet/Equipment Replacement Review

Dept/Div	Building	Asset Tag	6953	Purchase Price (if known)			$16,774		
Make	Nissan	Model	Frontier	Year	2014	Age	12		
Current Mileage		67693	Life to Date Maintenance Cost			$7,200			
Description		¼ ton, extra cab, 2-wheel drive							
Recent Major Repairs to Extend Life: None			**Known Problems:** Paint peeling, interior worn, engine with excessive hours						
Description of Requested Replacement: ½ ton pickup, crew cab, 4x4			Estimated Cost of Replacement				$70,000		
			If vehicle or equipment is replaced will it be auctioned? Yes **If no, requested use?**						
Scoring Criteria - Safety 1= highest concern, 5= lowest concern; Efficiency 1=most costly, 5 = least costly to operate									
Safety	2	Efficiency	2	Estimated End of Life Fiscal Year			2024		
				Requested Fiscal Year for Replacement			2027		
Provide explanation for requested fiscal year of replacement: Building skip a replacement in 2025 and requesting for 2027			**If not replaced, what is alternative?** Provide maintenance as needed until no longer repairable						

City of Punta Gorda
Fleet/Equipment Replacement Review

Dept/Div	Building	Asset Tag	6972	Purchase Price (if known)			$17,238		
Make	Nissan	Model	Frontier	Year	2016	Age	10		
Current Mileage		72443	Life to Date Maintenance Cost			7,200			
Description		¼ ton, extra cab, 2-wheel drive							
Recent Major Repairs to Extend Life: None			**Known Problems:** Worn exterior, worn interior, excessive engine hours						
Description of Requested Replacement: ½ ton pickup, crew cab, 4x4			Estimated Cost of Replacement				$70,000		
			If vehicle or equipment is replaced will it be auctioned? Yes **If no, requested use?**						
Scoring Criteria - Safety 1= highest concern, 5= lowest concern; Efficiency 1=most costly, 5 = least costly to operate									
Safety	2	Efficiency	2	Estimated End of Life Fiscal Year			2026		
				Requested Fiscal Year for Replacement			2029		
Provide explanation for requested fiscal year of replacement: Truck will be 13 years old by 2029 with excessive wear			**If not replaced, what is alternative?** Provide maintenance as needed until no longer repairable						

City of Punta Gorda
Fleet/Equipment Replacement Review

Dept/Div	Building	Asset Tag	6990	Purchase Price (if known)			$19,006		
Make	Nissan	Model	Frontier	Year	2017	Age	9		
Current Mileage		59,326	Life to Date Maintenance Cost			$6,500			
Description		¼ ton, extra cab, 2-wheel drive							
Recent Major Repairs to Extend Life: None			**Known Problems:** Paint peeling, interior worn, engine with excessive hours						
Description of Requested Replacement: ½ ton pickup, crew cab, 4x4			Estimated Cost of Replacement				$70,000		
			If vehicle or equipment is replaced will it be auctioned? YES **If no, requested use?**						
Scoring Criteria - Safety 1= highest concern, 5= lowest concern; Efficiency 1=most costly, 5 = least costly to operate									
Safety	2	Efficiency	2	Estimated End of Life Fiscal Year			2026		
				Requested Fiscal Year for Replacement			2031		
Provide explanation for requested fiscal year of replacement: Truck will be 14 years old by 2031 with excessive wear			**If not replaced, what is alternative?** Provide maintenance as needed until no longer repairable						

FY 2027 Budget Status

Gas Tax Funds

City Council Meeting

July 8, 2026

Punta Gorda

Additional Five Cent Gas Tax Fund Proforma FY 2027 – 2031

	Proposed FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030	Proforma FY 2031
TOTAL REVENUES	**$ 769,915**	**$ 770,325**	**$ 778,015**	**$ 785,820**	**$ 793,745**
TOTAL EXPENDITURES	**$ 1,025,000**	**$ 700,000**	**$ 700,000**	**$ 700,000**	**$ 700,000**
Beg. Operating Reserve	$ 1,057,375	$ 802,290	$ 872,615	$ 950,630	$ 1,036,450
End. Operating Reserve	$ 802,290	$ 872,615	$ 950,630	$ 1,036,450	$ 1,130,195
End. Op. Reserves as a % of Expenditures	78.3%	124.7%	135.8%	148.1%	161.5%

Punta Gorda

Additional Five Cent Gas Tax Fund

- FY 2027 Gas Tax funds $285,000
  - Estimated increase 2% per year

- FY 2027-2031 Balanced with subsidy from General Fund Ad Valorem of $459,000

Pavement Management Program General Ad Valorem Transfer $459,000 And Annual Gas Tax Funds







FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
$459,000	$459,000	$459,000	$459,000	$459,000







FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
$285,000	$290,700	$296,515	$302,445	$308,495

Six Cent Gas Tax Fund
Proforma FY 2027 - 2031

	Proposed FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030	Proforma FY 2031
TOTAL REVENUES	**$ 968,918**	**$ 977,649**	**$ 996,119**	**$ 1,015,427**	**$ 1,035,118**
TOTAL EXPENDITURES	**$ 1,228,610**	**$ 1,259,560**	**$ 1,291,442**	**$ 1,324,282**	**$ 1,358,103**
Beg. Operating Reserve	$ 399,008	$ 139,316	$ (142,595)	$ (437,918)	$ (746,773)
End. Operating Reserve	$ 139,316	$ (142,595)	$ (437,918)	$ (746,773)	$ (1,069,757)
End. Op. Reserves as a % of Expenditures	11.3%	-11.3%	-33.9%	-56.4%	-78.8%

- Balanced with use of reserves through FY 2027. Will need general fund Subsidy or assessment district if revenues do not increase above projections and/or expenditures are not reduced.

Six Cent Gas Tax Fund

- FY 2027 Gas Tax revenue estimate $693,600
  - Estimated 2% growth each year
- Other revenues per contracts (Traffic Signal Maintenance transferred to the County)

Six Cent Gas Tax Fund

- FY 2027 expenditures per division request
  - Administrative charges estimated at 3% increase but will be adjusted based on all updated budgets
  - Electric estimated 5% increase due to FPL rate increase schedule.
  - Street sweeping, Right of way R/R crossing, Gasoline, Department Materials/Supplies, Traffic Signs, & Street Patches and Bridge repairs all increased over FY 2026 original budget due to increases in costs in services and supplies due to inflation.

Six Cent Gas Tax Fund

- FY 2028-2031 holding half the expenditures flat and half have estimated 3% increase
- FY 2028-2031 may require funding from the general fund or assessment district if gas tax revenue does not increase more than costs or if service levels are not reduced

City of Punta Gorda, FL
Additional Five Cent Gas Tax
Proforma Schedule of Revenues and Expenditures
FY 2024 through FY 2031

	Actual FY 2024	Actual FY 2025	Budget FY 2026	Projected FY 2026	Proposed FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030	Proforma FY 2031
Addl Five Cent Gas Tax	$ 282,494	$ 303,437	$ 297,910	$ 285,000	$ 285,000	$ 290,700	$ 296,515	$ 302,445	$ 308,495
Interest on Investments	11,679	60,201	1,875	47,475	25,915	20,625	22,500	24,375	26,250
Transfer - General Fund Ad Valorem	709,000	709,000	709,000	709,000	459,000	459,000	459,000	459,000	459,000
Total Revenues	1,003,173	1,072,638	1,008,785	1,041,475	769,915	770,325	778,015	785,820	793,745
Paving/Bricking	0	1,157,113	1,030,000	1,000,000	1,025,000	700,000	700,000	700,000	700,000
Total Expenditures	0	1,157,113	1,030,000	1,000,000	1,025,000	700,000	700,000	700,000	700,000
Revenues over (under) expenditures	1,003,173	(84,476)	(21,215)	41,475	(255,085)	70,325	78,015	85,820	93,745
Proj Carryover-Beginning	86,778	60,951	85,381	(10,291)	1,057,375	802,290	872,615	950,631	1,036,451
Prior Year Encumbrances	0	987,191	0	1,026,191	0	0	0	0	0
Prior Year Reappropriation	10,425	52,234	0	0	0	0	0	0	0
Proj Carryover-Ending	$ 1,100,376	$ 1,015,900	$ 64,166	$ 1,057,375	$ 802,290	$ 872,615	$ 950,631	$ 1,036,451	$ 1,130,197

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	Y-T-D ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
ADDL FIVE CENT GAS TAX FD								
114-0000-312.42-10	ADDL FIVE CENT GAS TAX	282,494	303,437	297,910	297,910	171,931	285,000	285,000
	KEPT FLAT FROM FY26 PROJECTED DUE TO INCREASE GAS COST AND DESCREASED GAS CONSUMPTION			285,000				
				285,000				
*	SALES, USE AND GAS TAXES	282,494	303,437	297,910	297,910	171,931	285,000	285,000
**	TAXES	282,494	303,437	297,910	297,910	171,931	285,000	285,000
114-0000-361.10-00	INTEREST ON INVESTMENTS	11,679	60,201	1,875	1,875	38,261	47,475	25,915
	ESTIMATE 2.5% INTEREST ON PROJECTED BEG/END BAL			25,915				
				25,915				
*	INTEREST EARNINGS	11,679	60,201	1,875	1,875	38,261	47,475	25,915
**	MISCELLANEOUS REVENUE	11,679	60,201	1,875	1,875	38,261	47,475	25,915
114-0000-381.01-00	GENERAL	709,000	709,000	709,000	709,000	709,000	709,000	459,000
	ANNUAL TRANSFER FROM GENERAL FUND			459,000				
				459,000				
*	TRANSFER FROM OTHER FUNDS	709,000	709,000	709,000	709,000	709,000	709,000	459,000
114-0000-389.90-01	PROJ CARRYOVER-BEGINNING	0	0	85,381	85,381	0	1,015,900	1,057,375
	EST BEG RESERVES			1,057,375				
				1,057,375				
114-0000-389.90-02	PRIOR YEAR ENCUMBRANCES	0	0	0	1,026,191	0	0	0
*	BEGINNING RESERVES	0	0	85,381	1,111,572	0	1,015,900	1,057,375
**	OTHER REVENUE SOURCES	709,000	709,000	794,381	1,820,572	709,000	1,724,900	1,516,375

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	Y-T-D ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
***	ADDL FIVE CENT GAS TAX FD	1,003,173	1,072,638	1,094,166	2,120,357	919,192	2,057,375	1,827,290
		1,003,173	1,072,638	1,094,166	2,120,357	919,192	2,057,375	1,827,290

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
ADDL FIVE CENT GAS TAX FD								
114-0000-581.99-03	PROJECTED CARRYOVER - END	0	0	64,166	64,166	0	1,057,375	802,290
	EST ENDING RESERVES			802,290				
				802,290				
*	ENDING RESERVES	0	0	64,166	64,166	0	1,057,375	802,290
**	ADDL FIVE CENT GAS TAX FD	0	0	64,166	64,166	0	1,057,375	802,290
***	ADDL FIVE CENT GAS TAX FD	0	0	64,166	64,166	0	1,057,375	802,290
PUBLIC WORKS								
RIGHT OF WAY MAINT DIV								
114-0916-541.34-20	PAVING	0	1,157,113	1,030,000	2,056,191	39,000	1,000,000	1,025,000
	REJUVENATION WORK PALM STREET & GILL STREET BRICK STREET WORK			1,025,000				
				1,025,000				
*	OPERATING EXPENSES	0	1,157,113	1,030,000	2,056,191	39,000	1,000,000	1,025,000
**	RIGHT OF WAY MAINT DIV	0	1,157,113	1,030,000	2,056,191	39,000	1,000,000	1,025,000
***	PUBLIC WORKS	0	1,157,113	1,030,000	2,056,191	39,000	1,000,000	1,025,000
****	ADDL FIVE CENT GAS TAX FD	0	1,157,113	1,094,166	2,120,357	39,000	2,057,375	1,827,290
		0	1,157,113	1,094,166	2,120,357	39,000	2,057,375	1,827,290

City of Punta Gorda, FL
Six Cent Gas Tax
Proforma Schedule of Revenues and Expenditures
FY 2024 through FY 2031

Revenues	Actual FY 2024	Actual FY 2025	Budget FY 2026	Projected FY 2026	Proposed FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030	Proforma FY 2031
Local Option Gas Tax	$675,950	$701,544	$704,240	$680,000	$693,600	$707,471	$721,621	$736,052	$750,771
Street Sweeping/41 ROW FDOT	45,556	45,556	45,555	45,555	47,235	47,235	47,235	47,707	48,184
Traffic Signal Maintenance	99,215	102,499	105,595	105,595	0	0	0	0	0
Highway Lighting Maintenance	190,850	196,575	200,505	202,472	211,773	216,008	220,327	224,733	229,228
Interest on Investments	48,525	47,180	9,375	36,250	9,375	0	0	0	0
Insurance Recovery	4,217	26,005	0	0	0	0	0	0	0
Miscellaneous Revenue	1,497	808	250	250	250	250	250	250	250
Reimbursement from County	4,370	7,330	4,370	6,685	6,685	6,685	6,685	6,685	6,685
Transfer from General Fund	254,000	187,000	0	0	0	0	0	0	0
Total Revenues	1,324,180	1,314,497	1,069,890	1,076,807	968,918	977,649	996,119	1,015,427	1,035,118
Operating Expenditures									
Street Sweeping	90,207	92,440	74,615	94,115	93,000	93,000	93,000	93,000	93,000
Street Striping	8,274	6,148	12,000	15,000	10,800	10,800	10,800	10,800	10,800
Sidewalk Replacement	115,597	84,684	0	0	0	0	0	0	0
Traffic Signal /HM Light Repair	207,327	164,403	187,000	807,907	0	0	0	0	0
Right of Way Cleaning	52,012	56,754	77,500	77,500	69,750	71,843	73,997	76,216	78,501
HM Light Repair (New Acct)	0	0	0	0	233,690	240,701	247,922	255,359	263,020
Street Lights-Electricity	290,943	298,541	325,000	320,000	320,000	329,602	339,492	349,677	360,167
Equipment Leases	(1,898)	(5,310)	3,500	3,500	1,500	1,547	1,591	1,640	1,690
Right of Way R/R Crossing	13,790	13,830	14,100	14,910	15,660	16,128	16,613	17,110	17,621
Repair and Maintenance	14	9,475	0	0	0	0	0	0	0
Repair/Mnt Veh & Equip Fleet	83,291	129,609	100,000	100,000	100,000	103,000	106,092	109,277	112,557
Street Decorator Lights	21,855	27,397	42,000	67,107	42,000	43,262	44,558	45,894	47,269
Administrative Charges	106,000	112,505	101,130	101,130	104,165	107,289	110,510	113,826	117,242
Landfill Fees	7,322	5,815	17,000	17,000	17,000	17,510	18,034	18,577	19,137
Office Supplies	100	0	0	0	0	0	0	0	0
Gasoline	38,559	40,560	40,000	50,000	45,000	46,349	47,741	49,173	50,647
Dept Materials & Supplies	49,729	56,163	73,690	72,880	75,900	78,175	80,520	82,935	85,422
Traffic Signs	28,203	38,390	41,500	44,345	44,345	44,345	44,345	44,345	44,345
Storm Sewer System	30,460	27,098	51,500	51,500	48,800	48,800	48,800	48,800	48,800
Patch Str & Bridge Repair	4,077	5,117	5,000	5,000	7,000	7,211	7,428	7,652	7,883
Total Operating Expenditures	1,145,862	1,163,619	1,165,535	1,841,894	1,228,610	1,259,560	1,291,442	1,324,282	1,358,103
Capital Outlay									
Equipment	0	179,800	0	0	0	0	0	0	0
Total Capital Outlay	0	179,800	0	0	0	0	0	0	0
Total Expenditures	1,145,862	1,343,419	1,165,535	1,841,894	1,228,610	1,259,560	1,291,442	1,324,282	1,358,103
Revenues over (under) expenditures	178,318	(28,922)	(95,645)	(765,087)	(259,692)	(281,911)	(295,323)	(308,855)	(322,985)
Proj Carryover- Beginning	639,346	640,108	345,742	503,036	399,008	139,316	(142,594)	(437,918)	(746,773)
Prior Year Re-Appropriation	300,000	531,405	0	29,119	0	0	0	0	0
Prior Year Encumbrances	75,353	21,504	0	631,940	0	0	0	0	0
Proj Carryover-Ending	$1,193,017	$1,164,095	$250,097	$399,008	$139,316	($142,594)	($437,918)	($746,773)	($1,069,758)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	Y-T-D ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
SIX CENT GAS TAX FUND								
115-0000-312.41-00	LOCAL OPTION GAS TAX	675,950	701,544	704,240	704,240	396,826	680,000	693,600
	EST 2% INCR FROM PROJ 2026			693,600				
	STATE ESTIMATES ARE PROVIDED IN JULY/AUG AND MAY ADJUST PROPOSED AMOUNT							
				693,600				
*	SALES, USE AND GAS TAXES	675,950	701,544	704,240	704,240	396,826	680,000	693,600
**	TAXES	675,950	701,544	704,240	704,240	396,826	680,000	693,600
115-0000-349.03-00	STREET SWEEPING/41 ROW	45,556	45,556	45,555	45,555	22,778	45,555	47,235
	NEW 3-YR CONTRACT SIGNED- 3.6% INCREASE			47,235				
				47,235				
115-0000-349.06-00	TRAFFIC SIGNAL MAINTENANC	99,215	102,499	105,595	105,595	0	105,595	0
	AMENDMENT FOR FY 2027 TO BE APPROVED BY COUNCIL			107,705				
	CONTRACT TO BE TRANSFERED TO COUNTY			107,705-				
115-0000-349.07-00	HIGHWAY LIGHTING MAINT	190,849	196,575	200,505	200,505	0	202,472	211,773
	EST 2% INCR.			211,773				
				211,773				
*	OTHER CHARGES FOR SVCS	335,620	344,630	351,655	351,655	22,778	353,622	259,008
**	CHARGES FOR SERVICES	335,620	344,630	351,655	351,655	22,778	353,622	259,008
115-0000-361.10-00	INTEREST ON INVESTMENTS	48,524	47,180	9,375	9,375	24,250	36,250	9,375
	EST 2.5% ON AVG BALANCE			9,375				
				9,375				
*	INTEREST EARNINGS	48,524	47,180	9,375	9,375	24,250	36,250	9,375

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	Y-T-D ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
115-0000-369.48-00	REIMBURSEMENT FROM COUNTY	4,370	7,330	4,370	4,370	6,684	6,685	6,685
	PER INTERLOCAL AGREEMENT			6,685				
				6,685				
115-0000-369.70-18	INSURANCE RECOVERY	4,217	26,005	0	0	0	0	0
115-0000-369.90-00	MISCELLANEOUS REVENUE	1,497	808	250	250	0	250	250
	MISC REV SUCH AS PCARD REBATE			250				
				250				
*	OTHER MISC REVENUES	10,084	34,143	4,620	4,620	6,684	6,935	6,935
**	MISCELLANEOUS REVENUE	58,608	81,323	13,995	13,995	30,934	43,185	16,310
115-0000-381.01-00	GENERAL	254,000	187,000	0	0	0	0	0
*	TRANSFER FROM OTHER FUNDS	254,000	187,000	0	0	0	0	0
115-0000-389.90-01	PROJ CARRYOVER-BEGINNING	0	0	345,742	345,742	0	503,036	399,008
	EST BEG RESERVES			399,008				
				399,008				
115-0000-389.90-02	PRIOR YEAR ENCUMBRANCES	0	0	0	29,119	0	29,119	0
115-0000-389.90-05	PRIOR YR RE-APPROPRIATION	0	0	0	631,940	0	631,940	0
*	BEGINNING RESERVES	0	0	345,742	1,006,801	0	1,164,095	399,008
**	OTHER REVENUE SOURCES	254,000	187,000	345,742	1,006,801	0	1,164,095	399,008
***	SIX CENT GAS TAX FUND	1,324,178	1,314,497	1,415,632	2,076,691	450,538	2,240,902	1,367,926
		1,324,178	1,314,497	1,415,632	2,076,691	450,538	2,240,902	1,367,926

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
SIX CENT GAS TAX FUND								
115-0000-581.99-03	PROJECTED CARRYOVER - END	0	0	250,097	250,097	0	399,008	139,316
	EST ENDING RESERVES			139,316				
				139,316				
*	ENDING RESERVES	0	0	250,097	250,097	0	399,008	139,316
**	SIX CENT GAS TAX FUND	0	0	250,097	250,097	0	399,008	139,316
***	SIX CENT GAS TAX FUND	0	0	250,097	250,097	0	399,008	139,316
PUBLIC WORKS								
RIGHT OF WAY MAINT DIV								
115-0916-541.34-11	STREET SWEEPING	90,207	92,440	74,615	74,615	60,615	94,115	93,000
	ESTIMATED INCREASE NEEDED $20K TO COVER TO FYE			94,115				
				94,115				
	US 41 NB/SB & BRIDGES ($2140 PER MONTH)			25,685				
	PUBLIC WORKS ($85 PER MONTH)			1,020				
	PONCE PARK & PARKING LOTS ($110 PER MONTH)			1,320				
	SPECIAL SWEEPING THROUGHOUT THE YEAR OF BRIDGES CURB, PGI, BSI & PARKING LOTS SHORTFALL CONTRACTOR PRICE INCREASE 3% REQUIRED BY EPA REGULATIONS FROM THE NPDS STATE REGULATED TO KEEP EXCESSIVE DEBRIS FROM GETTING INTO THE STORM WATER SYSTEMS			64,975				
				93,000				
115-0916-541.34-28	STREET STRIPING	8,274	6,148	12,000	12,000	10,000	15,000	10,800
	RESTRIP SCHL ZONES IN PREPARATION FOR SPEED CAMERA			15,000				
				15,000				
	STOP BARS $3.85 PER FOOT							
	CROSS WALKS $2.75 PER FOOT							
	SKIP WHITE $ .30 PER FOOT							

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	SKIP YELLOW $ .45 PER FOOT PAVEMENT REFLECTORS $3.70 PER FOOT			10,800				
				10,800				
115-0916-541.34-30	SIDEWALK REPLACEMENT	115,597	84,684	0	12,200	10,000	0	0
115-0916-541.34-34	TRAFFIC SIGNAL REPAIR	207,327	164,403	187,000	807,907	149,172	807,907	0
	CITY OF PUNTA GORDA'S PORTION OF UPGRADE FOR TRAFFIC SIGNALS (142000) - AWAITING COUNTY MEETIN CITY OF PUNTA GORDA'S PORTION OF UPGRADE FOR TRAFFIC SIGNALS (154000) - AWAITING CNTY MEET							
115-0916-541.34-35	RIGHT OF WAY CLEANING	52,012	56,754	77,500	77,500	77,500	77,500	69,750
	JONES LOOP, INDIAN SPRINGS RD. AND BURNT STORE RD ACLINE RD. TO ALL CITY RIGHT OF WAY CLEANING, TIDAL DITCH ALONG RETTA ESPLANADE. TREE REMOVAL AS NECESSARY AND NEW OUTFALL SECTIONS ON EAST SIDE OF TOWN.			69,750				
				69,750				
115-0916-541.34-36	HM LIGHT REPAIR	0	0	0	0	0	0	233,690
	TRAFFIC SIGNAL MAINTENANCE AND REPAIRS FOR 20 SIGNALIZED U.S. 41(127 HIGH MAST LIGHT POLES & FIXTURES) UP 250K PER COUNTY AQUI ESTA (42 LIGHT POLES & FIXTURES) SUNSHINE STATE ONE CALL LOCATES UPGRADES FOR BRIDGE LIGHTS NB/SB AND BRIDGE LED REPLACEMENTS			19,000 204,515 5,175 5,000				
				233,690				
115-0916-541.43-08	STREET LIGHTS-ELECTRICITY	290,943	298,541	325,000	325,000	210,071	320,000	320,000
	ELECTRIC BILLS FOR DECORATOR LIGHTS & HIGH MAST LI ESTIMATED GAP BETWEEN ACUTALS & REQUESTED BUDGET			292,500 27,500				
				320,000				
115-0916-541.44-03	EQUIPMENT LEASES	1,898-	5,310-	3,500	3,500	4,208-	3,500	1,500
	RENTAL OF ADDITIONAL ARROW BOARDS, BARRICADES AND EQUIPMENT RENTAL OF ROLLERS, TRACK HOES, ETC. EVENTS AND UNEXCPECTED CLOSURES			1,500				

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
				1,500				
115-0916-541.44-08	RIGHT OF WAY R/R CROSSING	13,790	13,830	14,100	14,912	14,912	14,910	15,660
	YEARLY MAINTENANCE - 5 RAILROAD CROSSING SIGNALS							
	5% ESTIMATED INCREASE TO ANNUAL CONTRACT			15,660				
	ELIZABETH STREET AT RAILROAD							
	MCKENZIE STREET AT RAILROAD							
	ANN STREET AT RAILROAD							
	BOCA GRANDE AT RAILROAD							
	UNDERGROUND PIPELINE SEMINOLE GULF RAILWAYS							
	CITY PAYS FEES FOR ALL UTILITIES THAT ARE PLACED							
	UNDER THE RAILROAD							
				15,660				
115-0916-541.46-00	REPAIR & MAINTENANCE SVCS	14	9,475	0	0	0	0	0
115-0916-541.46-13	REPAIR/MNT VEH & EQP DEPT	83,291	129,609	100,000	100,000	86,516	100,000	100,000
	REPAIR & MAINTENANCE OF VEHICLES & EQUIPMENT			100,000				
				100,000				
115-0916-541.46-16	STREET DECORATOR LIGHTS	21,855	27,397	42,000	67,107	44,348	67,107	42,000
	2 SINGLE LIGHT POLES ($2100 EA) INCL. COMPL ASSEMB			4,200				
	3 DOUBLE LIGHT POLE ($3000 EA) INCL. COMPL ASSEMB			9,000				
	REPLACEMENT LED BULBS ($60 EA X 40 BULBS)			2,400				
	WIRING, ELECTRICAL PANELS, CONTACTORS, LAMPS,							
	UNDERWATER CONNECTIONS AND MISC OTHER			26,400				
	OVER 110 K IN LIGHTS TO BE REPAIRED THIS REQUEST			24,150				
	IS JUST A START OF THE DAMANGES BY IAN/MILTON FEMA							
	HURRICANE REPAIRS COVERED BY SPECIAL USE FUND			24,150-				
				42,000				
115-0916-541.49-06	ADMINISTRATIVE CHARGES	106,000	112,505	101,130	101,130	75,852	101,130	104,165
	ESTIMATED 3% INCREASE			104,165				
				104,165				
115-0916-541.49-13	LANDFILL FEES	7,322	5,815	17,000	17,000	16,000	17,000	17,000
	LANDFILL FEES ARE PER CONTRACT.			17,000				
	SLD LANDFILL & CHARLOTTE COUNTY LANDFILL							
	INCREASE TO LANDFILL FILLS AND MORE TRIPS DUE TO							

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	FREQUENTLY DOWN CHIPPER							
				17,000				
115-0916-541.51-00	OFFICE SUPPLIES	100	0	0	0	131	0	0
	MISC OFFICE SUPPLIES COPY PAPER/INK COPY COST			100				
	NO FUNDS PLACED IN ACCOUT IN 25/26 AS REQUESTED							
	EMPLOYEE APPRECIATION LUNCH #25 PP			400				
	REMOVED FUNDING AS FUNDED BY GENERAL FUND			500-				
115-0916-541.52-01	GASOLINE, OIL, LUBRICANTS	38,559	40,560	40,000	40,000	36,995	50,000	45,000
	FUEL FOR TRUCKS AND HEAVY EQUIPMENT			45,000				
	INCREASE DUE TO HIGHER GAS/DIESEL PRICES &							
	INCREASED WORK PROJECTS							
				45,000				
115-0916-541.52-21	DEPT MATERIALS & SUPPLIES	49,729	56,163	73,690	72,878	67,153	72,880	75,900
	CONCRETE $192/YARD							
	SHELL $16.95/CU YD							
	CLEAN FILL $17.00/YD							
	SOD $326/PALLET							
	GRAVEL (57) $43./TON							
	SAND $20/TON							
	DEPARTMENT MATERIALS			75,900				
				75,900				
115-0916-541.52-27	TRAFFIC SIGNS	28,203	38,390	41,500	44,345	39,604	44,345	44,345
	FLASHING STOP SIGN MOUNTED $1300 EA			2,600				
	HISTORICAL SGN TOPPERS & BRCKTS $107 EA X 40 SGNS			4,070				
	STOP SIGN COST $24.26 EACH							
	STREET SIGNS COST $12.63 EACH/9X30							
	AVERAGE $22.25							
	POLES $46.33 12 FT/$58.45 14 FT							
	BRACKETS $6.70 EACH							
	SPECIALTY SIGNS (PARKS DIV., POLICE DEPT.,							
	FIRE DEPT., ETC. 24X30 $59.25			37,675				
				44,345				
115-0916-541.53-01	STORM SEWER SYSTEM	30,460	27,098	51,500	51,500	48,376	51,500	48,800

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
	STORM WATER SWALE RECONSTRUCTION PROJECTS			47,800				
	STORMWATER ANNUAL MAINT FEE			1,000				
				48,800				
115-0916-541.53-02	PATCH STR & BRIDGE REPAIR	4,077	5,117	5,000	5,000	1,960	5,000	7,000
	ASPHALT TO PATCVH ROADS & BRIDGES			7,000				
	INCREASE IN FAILING ROADWAY/POTHOLES/UTILITY RESTORATIONS DUE TO FAILURES							
				7,000				
*	OPERATING EXPENSES	1,145,862	1,163,619	1,165,535	1,826,594	944,997	1,841,894	1,228,610
115-0916-541.64-03	EQUIPMENT	0	179,800	0	0	0	0	0
*	CAPITAL OUTLAY	0	179,800	0	0	0	0	0
**	RIGHT OF WAY MAINT DIV	1,145,862	1,343,419	1,165,535	1,826,594	944,997	1,841,894	1,228,610
***	PUBLIC WORKS	1,145,862	1,343,419	1,165,535	1,826,594	944,997	1,841,894	1,228,610
****	SIX CENT GAS TAX FUND	1,145,862	1,343,419	1,415,632	2,076,691	944,997	2,240,902	1,367,926
		1,145,862	1,343,419	1,415,632	2,076,691	944,997	2,240,902	1,367,926

Punta Gorda
FLORIDA

INTEROFFICE MEMORANDUM

To: Kristin Simeone, Finance Director
From: David Meyers Right of Way Supervisor
Date: June 29, 2026
Subject: FY 2026-2027 Budget Increase Justification

FY 2026–2027 Budget Increase Justifications

Right-of-Way Division – Public Works Department

These requested increases are intended to ensure the Right-of-Way Division can continue providing safe, efficient, and reliable maintenance services while addressing increased operating costs, inflation, and the growing maintenance demand throughout the city.

Account 3411 – Street Sweeping

Current Budget: $74,000 **Proposed Budget:** $93,000 **Increase:** $19,000

Justification:
The increase is necessary to maintain the City's street sweeping program and address rising operational and contractual costs. Regular street sweeping removes debris, sediment, and litter before they enter the stormwater system, helping the City comply with stormwater regulations while improving roadway safety and appearance. Increased service costs and the continued need for preventative maintenance of the City's drainage infrastructure warrant this adjustment.

Account 115-0916-541-4408 – Railroad Crossing Maintenance

Current Budget: $14,100 **Proposed Budget:** $15,600 **Increase:** $1,500

Justification:
This increase reflects the rising costs associated with having some of our infrastructure go under the railroad within the City's rights-of-way. The railroad costs are increasing do to their rising repair costs and have passed this cost onto the city.

Punta Gorda
FLORIDA

INTEROFFICE MEMORANDUM

Account 115-0916-541-5201 – Gas/Fuel

Current Budget: $40,000 **Proposed Budget:** $45,000 **Increase:** $5,000

Justification:
The fuel budget is being increased to account for continued fluctuations in fuel prices and increased equipment usage. The Right-of-Way Division operates trucks, mowers, excavators, loaders, vacuum trucks, and other specialized equipment daily to maintain roads, stormwater infrastructure, vegetation, and public facilities. This increase will help ensure uninterrupted operations throughout the fiscal year.

Account 115-0916-541-5221 – Departmental Supplies

Current Budget: $73,960 **Proposed Budget:** $75,000 **Increase:** $1,040

Justification:
The increase provides additional funding for routine operational supplies required to support daily maintenance activities. These supplies include hand tools, safety materials, hardware, maintenance consumables, and miscellaneous items necessary for roadway, drainage, sidewalk, and right-of-way maintenance. Rising material costs continue to impact the purchase of these essential supplies.

Account 115-0916-541-5302 – Asphalt Patching

Current Budget: $5,000 **Proposed Budget:** $7,000 **Increase:** $2,000

Justification:
Additional funding is requested to address the growing need for roadway patching throughout the city. The Right-of-Way Division performs temporary and permanent asphalt repairs to potholes, utility cuts, and deteriorated pavement to maintain safe driving conditions, reduce liability, and extend the service life of existing roadways. The increase reflects higher material costs and an anticipated increase in repair work.

CITY COUNCIL
CITY OF PUNTA GORDA
07/ 8/2026

REGULAR AGENDA

Title:	Fiscal Year 2027 Budget Status Update for Marina, Special Use, and City Leased Real Estate Fund
Funds:	Special Use Fund, City Leased Real Estate Fund, and Marina Fund
Recommended Action:	City Council Discussion
Summary:	Budget update on the above funds
Department/Division:	Finance / City Manager

EXHIBITS:

1. FY 2027 Special Use, Leased Property, Marina Funds Budget Presentation
2. FY 2027 Speical Use, City Leased, Marina Fund Budget documentation

FY 2027
Budget Status Update
Special Use, Leased Property, and Marina Funds

City Council Meeting

July 8, 2026

Punta Gorda

Special Use Fund

- FY 2026 Revenues from Insurance recoveries and FEMA reimbursements (some are estimated based on pending obligations)
- Other revenues FY 2027-2031 – Interest and PGHA loan repayment
- Reappropriations and appropriations will be brought to Council in August
- Transfers as approved in prior years will be brought forward in the reappropriations
- Additional appropriations will be made as FEMA obligates more projects in FY 2026 and FY 2027 for hurricane projects

Special Use Fund
Proforma FY 2026 - 2031

	Projected FY 2026	Proposed FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030	Proforma FY 2031
TOTAL REVENUES	**$ 2,339,260**	**$ 30,275**	**$ 30,725**	**$ 31,175**	**$ 31,625**	**$ 31,625**
Transfers to General Constructio	$ 5,381,031	$ 0	$ 0	$ 0	$ 0	$ 0
Transfers to General Fund	59,420	0	0	0	0	0
Hurricane Projects	4,452,044	0	0	0	0	0
TOTAL EXPENDITURES	**$ 9,892,495**	**$ 0**	**$ 0**	**$ 0**	**$ 0**	**$ 0**
Beg. Operating Reserve	$ 8,068,716	$ 515,481	$ 545,756	$ 576,481	$ 607,656	$ 639,281
End. Operating Reserve	$ 515,481	$ 545,756	$ 576,481	$ 607,656	$ 639,281	$ 670,906

City Leased Property Fund
Herald Court Operations Division

Herald Court Centre Operations and Maintenance

- Operations and maintenance of parking structure
- Maintenance of public facilities and tenant common areas
- Revenue sources: leases and common area maintenance fees

Punta Gorda

City Leased Property Fund
Herald Court Operations Division
Assumptions

- Revenues FY 2026 reduced for PG Chocolate & Wine/ PG Coffee & Tea release termination
- Revenues – Assumes City use of FGCU units FY 2026-2027 and one unit vacancy FY 2028-2031
- Revenues – Assumes rental of former PG Chocolate & Wine Location pending council approval FY 2027-2031
- Revenues – Assumes City use of Gorda Bowls/ PG coffee & Tea beginning FY 2027-2031 For Fire Administration

Punta Gorda

City Leased Property Fund
Herald Court Operations Division
Assumptions

- Operating expenditures - FY 2027 per requests; FY 2028-2031 some flat and some 3% est. increase in operating expenditures except insurance est. increase of 5%
- Accumulate funds for larger capital projects for common areas and allocated portion of parking garage
- CAM will be reviewed for possible increase
- May need subsidy from the non-departmental division or general fund due to use of rentable units by the City

Punta Gorda

City Leased Property Fund
Herald Court Operations Division
Proforma

	Projected FY 2026	Proposed FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030	Proforma FY 2031
TOTAL REVENUES	**$ 202,950**	**$ 243,675**	**$ 250,409**	**$ 257,874**	**$ 265,568**	**$ 273,483**
TOTAL EXPENDITURES	**$ 444,035**	**$ 286,340**	**$ 297,095**	**$ 305,639**	**$ 314,454**	**$ 323,593**
Beg. Reserves Taxes, R&R, and Operating	$ 329,303	$ 88,218	$ 45,553	$ (1,133)	$ (48,899)	$ (97,784)
End. Reserves Taxes, R&R, and Operating	$ 88,218	$ 45,553	$ (1,133)	$ (48,899)	$ (97,784)	$ (147,894)

Punta Gorda

City Leased Property Fund
Non-departmental Division

Maintenance of Improvements

- Use of remaining fund balance and lease revenues towards projects previously funded by CRA
- Could be small or larger maintenance projects
- Revenue sources: Land leases and interest income

Punta Gorda

City Leased Property Fund
Non-departmental Division Assumptions

- Land lease revenue – Marina ground lease, Winesett lease, and Synovus ground lease
- Funds accumulated could be used towards Marina repairs, Herald Court Centre repairs, or other property previously funded by CRA

Punta Gorda

City Leased Property Fund
Non-departmental Division
Proforma

	Projected FY 2026	Proposed FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030	Proforma FY 2031
TOTAL REVENUES	**$ 193,560**	**$ 156,115**	**$ 161,895**	**$ 167,685**	**$ 174,990**	**$ 176,315**
TOTAL EXPENDITURES	**$ 556,970**	**$ 0**	**$ 0**	**$ 0**	**$ 0**	**$ 0**
Beg. Operating Reserve	$1,411,171	$1,047,761	$1,203,876	$ 1,365,771	$ 1,533,456	$ 1,708,446
End. Operating Reserve	$1,047,761	$1,203,876	$1,365,771	$ 1,533,456	$ 1,708,446	$ 1,884,761

Punta Gorda

Marina Fund Operations

- Projected slip revenues for FY 2026 and FY 2027 have increased due to additional slips repaired with permission from state.
- FY 2027 projects no mooring field usage due to repairs to be completed within fiscal year.
- FY 2028-FY 2031 projects mooring field usage for full year at 50% occupancy until estimated usage can be calculated.
- FY 2029-FY 20231 projects all slips back in use.
- Includes est. grants for operations of pump out boat

Marina Fund Operations

- FY 2027-FY 2031 Ship Store Rental Revenue and Community Room Rentals
- Awaiting FEMA obligation of Hurricane Ian and Hurricane Milton repairs
- Adjust rental rates as needed for mooring field and slips when back in service. Review area rates for comparison
- Working on boat ramp parking and/or boat ramp fees ordinance and rates

Marina Fund Operations

- FY 2026-FY 2028 reduced budget to minimal service. Continue to review for service level reductions while maintaining requirements of submerged land lease
- FY 2029-2031 dredging $20,000 per year and dock/mooring field R&M $40,000 per year to build reserves for maintenance of infrastructure; other operating 3% estimated increases, except for liability insurance estimated 5% increases
- Consider use of City leased property reserves to supplement if needed
- Marina Management of Facilities on month to month contract currently

Marina Fund
Proforma FY 2026 – 2031

	Projected FY 2026	Proposed FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030	Proforma FY 2031
TOTAL REVENUES	**$ 171,560**	**$ 397,270**	**$ 408,755**	**$ 474,025**	**$ 474,265**	**$ 474,506**
TOTAL EXPENDITURES	**$ 411,295**	**$ 432,880**	**$ 446,193**	**$ 612,765**	**$ 629,527**	**$ 646,840**
Beg. Operating Reserve	$ 372,332	$ 132,597	$ 96,987	$ 59,549	$ (79,191)	$ (234,453)
End. Operating Reserve	$ 132,597	$ 96,987	$ 59,549	$ (79,191)	$ (234,453)	$ (406,787)
End. Op. Reserves as a % of Expenditures	32.2%	22.4%	13.3%	-12.9%	-37.2%	-62.9%

City of Punta Gorda, FL
Special Use Fund
Proforma Schedule of Revenues and Expenditures
FY 2024 through FY 2031

	Actual FY 2024	Actual FY 2025	Budget FY 2026	Projected FY 2026	Proposed FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030	Proforma FY 2031
Revenues									
FEMA - Storms	$ 625,382	$ 287,443	$ 0	$ 907,865	$ 0	$ 0	$ 0	$ 0	$ 0
State - Storms	27,908	641	0	30,530	0	0	0	0	0
Insurance Recovery - General Fund	$ 446,749	$ 559,279		$ 394,335					
Insurance Recovery - PGI Canal Mnt Fund	$ 3,299	$ 16,000							
Insurance Recovery - Utilities Fund	$ 121,188	$ 40,616		$ 650,765					
Insurance Recovery - Marina	$ 1,980								
Interest on Investments	329,032	372,508	16,500	342,590	17,100	17,550	18,000	18,450	18,450
Miscellaneous Revenue	68	82	0	0	0	0	0	0	0
Loan Proceeds-Interest (PGHA loan)				3,400	3,300	3,205	3,105	3,005	2,900
Loan Proceeds-Principal (PGHA loan)				9,775	9,875	9,970	10,070	10,170	10,275
Total Revenues	1,555,606	**1,276,569**	16,500	2,339,260	30,275	30,725	31,175	31,625	31,625
Expenditures									
Trnsfr to General Fund-Comp Plan Update	0	0	0	36,280	0	0	0	0	0
Trnsfr to General Fund-Land Dev Reg Update	0	0	0	23,140	0	0	0	0	0
Trnsfr to General Construction-Ponce de Leon Park	1,145	0	0	11,477	0	0	0	0	0
Trnsfr to General Construction-City Hall Hurr Ian insurance	0	0		450,000					
Trnsfr to General Construction-Living Shoreline	0	0		303,607					
Trnsfr to General Construction-Laishley Pier		0		1,070,000					
Trnsfr to General Construction- Historic Downtown Flooding		0		3,545,947					
Trnsfr to 1% Sales Tax-US 41 Airport/Carmalita (interest)	175,000		0	0	0	0	0	0	0
Grants & Aid/ Affordable Housing (Loan)	340,000								
Estimated to date Hurricane Ian projects	1,720,328								
Total Expenditures	2,236,473	1,631,693	0	9,892,495	0	0	0	0	0
Revenues over(under) expenditures	(680,867)	(355,123)	16,500	(7,553,235)	30,275	30,725	31,175	31,625	31,625
Projected Carryover - Beginning	9,104,707	8,423,840	544,759	8,068,716	515,481	545,756	576,481	607,656	639,281
Projected Carryover - End	$ 3,063,926	$8,068,716	$ 561,259	$ 515,481	$ 545,756	$ 576,481	$ 607,656	$ 639,281	$ 670,906

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	Y-T-D ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
SPECIAL USE FUND								
113-0000-331.51-06	FEMA - STORMS	625,382	11,537	0	0	629,766	907,865	0
*	FEDERAL GRANT	625,382	11,537	0	0	629,766	907,865	0
113-0000-334.51-06	STATE - FEMA STORMS	27,908	641	0	0	2,577	30,530	0
*	STATE GRANT	27,908	641	0	0	2,577	30,530	0
**	INTERGOVERNMENTAL REVENUE	653,290	12,178	0	0	632,343	938,395	0
113-0000-361.10-00	INTEREST ON INVESTMENTS	329,032	372,508	16,500	16,500	234,588	342,590	17,100
	EST 3% ON AVG BALANCE			17,100				
				17,100				
*	INTEREST EARNINGS	329,032	372,508	16,500	16,500	234,588	342,590	17,100
113-0000-369.70-31	INSUR RECOV-GENERAL FUND	446,749	559,279	0	51,660	394,333	394,335	0
113-0000-369.70-32	INSUR RECOV-PGI CANAL MNT	3,299	16,000	0	0	0	0	0
113-0000-369.70-33	INSUR RECOV-UTILITIES	121,188	40,616	0	0	0	650,765	0
113-0000-369.70-37	INSUR RECOV - MARINA	1,980	0	0	0	0	0	0
113-0000-369.90-00	MISCELLANEOUS REVENUE	68	82	0	0	0	0	0
*	OTHER MISC REVENUES	573,284	615,977	0	51,660	394,333	1,045,100	0
**	MISCELLANEOUS REVENUE	902,316	988,485	16,500	68,160	628,921	1,387,690	17,100
113-0000-383.20-00	RIGHT TO USE-GASB 87	45,620	0	0	0	0	0	0
*	CAPITAL LEASE	45,620	0	0	0	0	0	0
113-0000-384.40-10	LOAN PROCEEDS - INTEREST	0	0	0	0	3,400	3,400	3,300
	PGHA VERANDA INT			3,300				
				3,300				
113-0000-384.40-30	LOAN PROCEEDS - PRINCIPAL	0	0	0	0	9,774	9,775	9,875
	PGHA VERANDAS PRINCIPAL			9,875				
				9,875				

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	Y-T-D ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
*	DEBT PROCEEDS	0	0	0	0	13,174	13,175	13,175
113-0000-389.90-01	PROJ CARRYOVER-BEGINNING	0	0	544,759	5,925,790	0	8,068,716	515,481
	EST BEG BALANCE			515,481				
				515,481				
113-0000-389.90-02	PRIOR YEAR ENCUMBRANCES	0	0	0	630,814	0	0	0
*	BEGINNING RESERVES	0	0	544,759	6,556,604	0	8,068,716	515,481
**	OTHER REVENUE SOURCES	45,620	0	544,759	6,556,604	13,174	8,081,891	528,656
***	SPECIAL USE FUND	1,601,226	1,000,663	561,259	6,624,764	1,274,438	10,407,976	545,756
		1,601,226	1,000,663	561,259	6,624,764	1,274,438	10,407,976	545,756

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
SPECIAL USE FUND								
113-0000-519.71-40	LEASE FINANCING-GASB 87	55,086	0	0	0	0	0	0
113-0000-519.72-40	LEASE FINANCING-GASB 87	2,460	0	0	0	0	0	0
*	DEBT SERVICE	57,546	0	0	0	0	0	0
113-0000-554.81-20	AFFORDABLE HOUSING	340,000	0	0	0	0	0	0
*	GRANTS AND AIDS	340,000	0	0	0	0	0	0
113-0000-581.91-01	TRANSFER TO GENERAL FUND	0	0	0	0	0	59,420	0
113-0000-581.91-19	1% LOCAL OPTION SALES TAX	175,000	0	0	0	0	0	0
113-0000-581.91-20	GENERAL CONSTRUCTION	1,145	0	0	5,381,031	0	5,381,031	0
*	TRANSFERS	176,145	0	0	5,381,031	0	5,440,451	0
113-0000-581.99-03	PROJECTED CARRYOVER - END	0	0	561,259	561,259	0	515,481	545,756
	EST ENDING BALANCE			545,756				
				545,756				
*	ENDING RESERVES	0	0	561,259	561,259	0	515,481	545,756
**	SPECIAL USE FUND	573,691	0	561,259	5,942,290	0	5,955,932	545,756
***	SPECIAL USE FUND	573,691	0	561,259	5,942,290	0	5,955,932	545,756
CITY MANAGER								
.								
113-0200-512.31-00	PROFESSIONAL SERVICES	0	2,453	0	0	0	0	0
113-0200-512.51-00	OFFICE SUPPLIES	0	517	0	0	0	0	0
*	OPERATING EXPENSES	0	2,970	0	0	0	0	0
**	.	0	2,970	0	0	0	0	0
INFORMATION TECHNOLOGY								
113-0251-590.41-02	LEASED LINES	29,761	9,998	0	0	1,002	0	0
113-0251-590.46-28	REPR/MAINT COMPUTER EQPT	0	21,563	0	0	0	0	0
113-0251-590.52-21	DEPT MATERIALS & SUPPLIES	1,978	76	0	0	0	0	0
*	OPERATING EXPENSES	31,739	31,637	0	0	1,002	0	0

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
**	INFORMATION TECHNOLOGY	31,739	31,637	0	0	1,002	0	0
***	CITY MANAGER	31,739	34,607	0	0	1,002	0	0
	CITY CLERK							
	.							
113-0300-512.44-03	EQUIPMENT LEASES	0	4,247	0	0	0	0	0
113-0300-512.51-00	OFFICE SUPPLIES	0	227	0	0	0	0	0
*	OPERATING EXPENSES	0	4,474	0	0	0	0	0
**	.	0	4,474	0	0	0	0	0
***	CITY CLERK	0	4,474	0	0	0	0	0
	FINANCE							
	.							
113-0400-513.44-03	EQUIPMENT LEASES	0	2,100	0	0	0	0	0
113-0400-513.51-00	OFFICE SUPPLIES	0	7,002	0	0	2,029	2,030	0
*	OPERATING EXPENSES	0	9,102	0	0	2,029	2,030	0
**	.	0	9,102	0	0	2,029	2,030	0
***	FINANCE	0	9,102	0	0	2,029	2,030	0
	PUBLIC WORKS							
	RIGHT OF WAY MAINT DIV							
113-0916-541.34-34	TRAFFIC SIGNAL REPAIR	25,300	0	0	0	0	0	0
113-0916-541.34-35	RIGHT OF WAY CLEANING	0	240,434	0	414,591	414,591	414,591	0
113-0916-541.44-08	RIGHT OF WAY R/R CROSSING	0	47,131	0	0	0	0	0
113-0916-541.46-00	REPAIR & MAINTENANCE SVCS	0	10,625	0	0	0	0	0
113-0916-541.46-16	STREET DECORATOR LIGHTS	0	87,895	0	9,790	0	9,790	0
113-0916-541.49-13	LANDFILL FEES	0	1,312	0	0	0	0	0
113-0916-541.52-27	TRAFFIC SIGNS	435	0	0	0	0	0	0
113-0916-541.53-01	STORM SEWER SYSTEM	0	105,842	0	1,066	1,066	1,066	0
113-0916-541.53-02	PATCH STR & BRIDGE REPAIR	7,221	46,281	0	0	0	0	0
*	OPERATING EXPENSES	32,956	539,520	0	425,447	415,657	425,447	0
**	RIGHT OF WAY MAINT DIV	32,956	539,520	0	425,447	415,657	425,447	0
	PARKS & GROUNDS MAINT							

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
113-0919-519.34-00	CONTRACTUAL SERVICES	0	15,296	0	1,700	3,399	3,400	0
113-0919-519.46-00	REPAIR & MAINTENANCE SVCS	0	44,325	0	0	20,223	20,225	0
113-0919-519.46-01	REPAIR/MAINT BUILDINGS	0	0	0	43,261	43,261	100,000	0
113-0919-519.46-12	REPAIR/MAINT GILCHRIST PK	0	0	0	65,725	190,772	191,500	0
113-0919-519.49-13	LANDFILL FEES	0	291	0	0	0	0	0
113-0919-519.52-21	DEPT MATERIALS & SUPPLIES	0	0	0	61,818	67,652	123,635	0
*	OPERATING EXPENSES	0	59,912	0	172,504	325,307	438,760	0
113-0919-519.63-00	IMPROVE OTHER THAN BLDGS	0	0	0	0	14,795	193,200	0
113-0919-519.63-24	PLAYGROUND EQUIPMENT	0	0	0	0	0	55,000	0
*	CAPITAL OUTLAY	0	0	0	0	14,795	248,200	0
**	PARKS & GROUNDS MAINT	0	59,912	0	172,504	340,102	686,960	0
	SANITATION/REFUSE COLLECT							
113-0930-534.34-00	CONTRACTUAL SERVICES	0	8,303	0	0	0	0	0
113-0930-534.49-11	YARDWASTE DISPOSAL	0	19,485	0	0	0	0	0
*	OPERATING EXPENSES	0	27,788	0	0	0	0	0
**	SANITATION/REFUSE COLLECT	0	27,788	0	0	0	0	0
	LAISHLEY PARK MARINA							
113-0945-575.46-00	REPAIR & MAINTENANCE SVCS	0	8,203	0	0	58,668	500,000	0
113-0945-575.46-33	PUMP OUT BOAT OPER	0	2,311	0	0	0	0	0
*	OPERATING EXPENSES	0	10,514	0	0	58,668	500,000	0
113-0945-575.63-00	IMPROVE OTHER THAN BLDGS	0	0	0	0	37,160	0	0
113-0945-575.63-72	HARBOR PROJ/MOORING FIELD	25,876	0	0	0	927	930	0
*	CAPITAL OUTLAY	25,876	0	0	0	38,087	930	0
**	LAISHLEY PARK MARINA	25,876	10,514	0	0	96,755	500,930	0
	P G I CANAL MAINTENANCE							
113-0960-572.62-01	CANAL MAINT POLE BARN	0	0	0	0	0	50,000	0
*	CAPITAL OUTLAY	0	0	0	0	0	50,000	0
**	P G I CANAL MAINTENANCE	0	0	0	0	0	50,000	0

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
***	PUBLIC WORKS	58,832	637,734	0	597,951	852,514	1,663,337	0
	POLICE							
	.							
113-1200-521.46-08	R&M AUTOS/TRUCKS FLEET	4,919	0	0	0	0	0	0
*	OPERATING EXPENSES	4,919	0	0	0	0	0	0
**	.	4,919	0	0	0	0	0	0
***	POLICE	4,919	0	0	0	0	0	0
	GROWTH MANAGEMENT							
	.							
113-1500-513.34-00	CONTRACTUAL SERVICES	11,760	8,440	0	0	0	0	0
113-1500-513.51-00	OFFICE SUPPLIES	7,520	0	0	0	645	645	0
*	OPERATING EXPENSES	19,280	8,440	0	0	645	645	0
**	.	19,280	8,440	0	0	645	645	0
	ZONING & CODE COMPLIANCE							
113-1510-524.52-21	DEPT MATERIALS & SUPPLIES	1,234	0	0	0	4,860	0	0
*	OPERATING EXPENSES	1,234	0	0	0	4,860	0	0
**	ZONING & CODE COMPLIANCE	1,234	0	0	0	4,860	0	0
	FACILITIES MAINTENANCE							
113-1515-519.34-00	CONTRACTUAL SERVICES	0	325,603	0	0	0	0	0
113-1515-519.43-01	ELECTRICITY	4,244	4,383	0	0	122	122	0
113-1515-519.44-07	RENT EXPENSE	0	60,598	0	0	5,850	5,850	0
113-1515-519.46-00	REPAIR & MAINTENANCE SVCS	0	48,815	0	13,450	18,468	81,580	0
113-1515-519.46-01	REPAIR/MAINT BUILDINGS	35,439	157,713	0	0	0	154,080	0
113-1515-519.52-21	DEPT MATERIALS & SUPPLIES	260	3,425	0	51,660	13,947	77,110	0
*	OPERATING EXPENSES	39,943	600,537	0	65,110	38,387	318,742	0
113-1515-519.62-01	CONSTRUCTION AND/OR IMPRV	461,750	64,944	0	0	0	1,183,920	0
113-1515-519.62-40	RIGHT TO USE-GASB 87	45,620	0	0	0	0	0	0
*	CAPITAL OUTLAY	507,370	64,944	0	0	0	1,183,920	0
**	FACILITIES MAINTENANCE	547,313	665,481	0	65,110	38,387	1,502,662	0

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
***	GROWTH MANAGEMENT	567,827	673,921	0	65,110	43,892	1,503,307	0
	UTILITIES DEPT							
	UTILITIES ADMINISTRATION							
113-1620-536.46-01	REPAIR/MAINT BUILDINGS	1,014,899	0	0	0	0	50,000	0
*	OPERATING EXPENSES	1,014,899	0	0	0	0	50,000	0
**	UTILITIES ADMINISTRATION	1,014,899	0	0	0	0	50,000	0
	WATER TREATMENT							
113-1621-533.46-00	REPAIR & MAINTENANCE SVCS	30,186	0	0	0	0	0	0
113-1621-533.46-01	REPAIR/MAINT BUILDINGS	0	18,980	0	0	0	1,213,955	0
*	OPERATING EXPENSES	30,186	18,980	0	0	0	1,213,955	0
113-1621-533.62-01	CONSTRUCTION AND/OR IMPRV	0	226,963	0	0	0	0	0
113-1621-533.63-00	IMPROVE OTHER THAN BLDGS	0	25,915	0	0	0	0	0
*	CAPITAL OUTLAY	0	252,878	0	0	0	0	0
**	WATER TREATMENT	30,186	271,858	0	0	0	1,213,955	0
	WASTEWATER TREATMENT							
113-1625-535.46-00	REPAIR & MAINTENANCE SVCS	0	0	0	19,413	19,413	19,415	0
*	OPERATING EXPENSES	0	0	0	19,413	19,413	19,415	0
**	WASTEWATER TREATMENT	0	0	0	19,413	19,413	19,415	0
***	UTILITIES DEPT	1,045,085	271,858	0	19,413	19,413	1,283,370	0
****	SPECIAL USE FUND	2,282,093	1,631,696	561,259	6,624,764	918,850	10,407,976	545,756
		2,282,093	1,631,696	561,259	6,624,764	918,850	10,407,976	545,756

City of Punta Gorda, FL
City Leased Property Fund
Proforma Schedule of Revenues and Expenditures
FY 2025 - FY 2031

	Actual FY 2025	Amended FY 2026	Projection FY 2026	Proposed FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030	Proforma FY 2031
HERALD COURT OPERATIONS DIV.								
Revenues for Herald Court:								
Artisan's Atelier Lease	$ 1,635	$ 1,440	$ 1,620	$ 1,620	1,620	1,620	1,620	1,620
Other Side Ink Lease	14,919	26,205	26,210	26,830	27,465	28,290	29,140	30,015
Morgan Stanley Lease	43,964	59,130	59,965	61,390	63,230	65,130	67,084	69,099
P G Chocolate&Wine Lease	13,764	18,770	3,095	23,060	23,750	24,465	25,200	25,955
Dream Salon & Spa Lease	12,718	51,915	51,935	53,145	54,385	56,015	57,695	59,425
Coffee & Tea Lease	19,164	26,050	4,345	-	-	-	-	-
Refindery/Live Love Laugh Lease	12,227	23,985	23,985	24,585	25,321	26,078	26,863	27,668
Herald Ct Centre Retail Lease/Rent	16,020	16,020	16,020	28,420	29,275	30,151	31,056	31,986
Real Estate Ad Valorem Tax Reimb.	18,450	23,910	15,775	24,625	25,365	26,125	26,910	27,715
Subtotal Revenues for Herald Ct Oper.	152,861	247,425	202,950	243,675	250,409	257,874	265,568	273,483
Herald Court Operating Expenditures:								
HCC Professional Services	-	2,000	0	1,800	2,000	2,000	2,000	2,000
HCC Contractual Services	12,340	16,000	14,250	14,400	14,832	15,278	15,736	16,209
HCC Pest Control	-	2,000	-	1,800	1,800	1,800	1,800	1,800
HCC Janitorial	36,875	10,000	36,875	37,000	38,480	40,020	41,620	43,285
HCC Air Conditioning	455	4,120	4,120	3,710	3,822	3,935	4,052	4,174
HCC Comm Services	7,199	7,535	7,000	7,950	8,190	8,435	8,690	8,950
HCC Electricity	14,125	17,425	14,200	15,685	16,156	16,640	17,140	17,655
HCC Water and Sewer	6,322	8,400	6,590	6,790	6,996	7,206	7,420	7,645
HCC Refuse Collection	4,649	4,975	5,045	5,195	5,350	5,510	5,676	5,846
HCC Fire/General Liability Insurance	118,062	130,230	111,300	116,865	122,710	126,390	130,180	134,085
HCC R&M Building	5,490	220,000	204,695	20,000	20,000	20,000	20,000	20,000
HCC Admin Chrgs	17,950	29,065	29,065	29,935	30,835	31,760	32,715	33,695
HCC Property Tax	23,280	13,830	9,595	23,910	24,625	25,365	26,125	26,909
HCC Materials & Supplies	-	1,300	1,300	1,300	1,300	1,300	1,300	1,340
Subtotal HCC Operating Exp:	246,748	466,880	444,035	286,340	297,095	305,639	314,454	323,593
Revenues in Excess (Shortfall) of Herald Ct Operations	(93,887)	(219,455)	(241,085)	(42,665)	(46,686)	(47,765)	(48,886)	(50,110)
Transfer from CRA to close fund	423,190							
Reserve - Herald Ct (Beg)		305,430	329,303	88,218	45,553	(1,133)	(48,899)	(97,784)
Reserve - Herald Ct (End)	$ 329,303	$ 85,975	$ 88,218	$ 45,553	$ (1,133)	$ (48,899)	$ (97,784)	$ (147,894)
NON-DEPARTMENTAL DIVISION								
Revenues:								
Interest Income	$ 93,116	$ 25,500	$ 68,710	$ 30,000	$ 34,500	$ 39,000	$ 45,000	$ 45,000
Lease Interest (non cash GASB 87)								
Rents & Leases	6,748	6,935	7,100	7,240	7,385	7,530	7,680	7,835
Laishley Marina Ground Lease	109,031	112,250	112,250	113,375	114,510	115,655	116,810	117,980
Lease Revenues Parcel I	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500
Miscellaneous Revenues	28			0	0			
Subtotal Other Revenues	214,423	150,185	193,560	156,115	161,895	167,685	174,990	176,315
Professional Svcs	8,035							
Herald Court Centre Maint.		556,970	556,970					
Subtotal Other Operating Exp	8,035	556,970	556,970	-	-	-	-	-
Subtotal Capital Projects	0			0	0	0		
Total Expenditures	8,035	556,970	556,970	0	0	0	-	-
Revenues Excess (Shortfall) of Non-departmental	206,388	(406,785)	(363,410)	156,115	161,895	167,685	174,990	176,315
Transfer from CRA to close fund	1,204,783							
Reserve - Other Operations (Beg)	-	1,412,113	1,411,171	1,047,761	1,203,876	1,365,771	1,533,456	1,708,446
Reserve - Other Operations (End)	$ 1,411,171	$ 1,005,328	$ 1,047,761	$ 1,203,876	$ 1,365,771	$ 1,533,456	$ 1,708,446	$ 1,884,761

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	Y-T-D ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
CITY LEASED REAL ESTATE								
131-0000-361.10-00	INTEREST ON INVESTMENTS	0	93,116	25,500	25,500	47,110	68,710	30,000
	EST 3% ON AVG BALANCE			30,000				
				30,000				
*	INTEREST EARNINGS	0	93,116	25,500	25,500	47,110	68,710	30,000
131-0000-362.04-00	RENTS & LEASES	0	6,748	6,935	6,935	7,099	7,100	7,240
	HEMINGWAY LEASE EST 2% INCR			7,240				
				7,240				
131-0000-362.04-01	LAISHLEY PK GROUND LEASE	0	109,031	112,250	112,250	83,541	112,250	113,375
	LAISHLEY MARINA GROUND LEASE EST 1% INCR			113,375				
				113,375				
131-0000-362.04-02	LEASE REVENUES PARCEL 1	0	5,500	5,500	5,500	5,500	5,500	5,500
	SYNOVUS BANK LEASE FLAT PER LEASE			5,500				
				5,500				
131-0947-362.04-04	HERALD CT CENTRE RENTAL	0	16,020	16,020	16,020	0	16,020	28,420
	HC OFFICE SPACE FOR CLERK/FINANCE TEMP LOCATION 4057 SF X $4/SF - CITY CAM RESPOPOSIBILITIES			16,230				
	HC OFFICE SPACE FOR PG FIRE ADMIN LOCATION 3047 SF X $4/ SF - CITY CAM RESPOPOSIBILITIES			12,190				
				28,420				
131-0947-362.04-08	ARTISAN'S ATELIER	0	1,635	1,440	1,440	1,210	1,620	1,620
	BASED ON CURRENT CONTRACT - 10% OF GROSS REV AVG $1350X10% A MNTH/ X 12 MNTHS			1,620				
				1,620				
131-0947-362.04-21	OTHER SIDE INK	0	14,919	26,205	26,205	19,646	26,210	26,830
	BASED ON CURRENT CONTRACT ($2240/ MONTH)			24,640				
	ANNUAL INCREASE EACH NOVEMBER			2,190				

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	Y-T-D ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
				26,830				
131-0947-362.04-22	REAL EST AD VAL TX REIMB	0	18,450	23,910	23,910	12,360	15,775	24,625
	EST AD VALOREM FOR COMING YEAR			24,625				
				24,625				
131-0947-362.04-23	MORGAN STANLEY	0	43,964	59,130	59,130	44,884	59,965	61,390
	EST BASED ON CURRENT CONTRACT			56,162				
	ANNUAL INCREASE EACH SEPTEMBER			5,228				
				61,390				
131-0947-362.04-24	P G CHOCOLATE & WINE	0	13,764	18,770	18,770	3,097	3,095	23,060
	PLACEHOLDER FOR MAHJONG BOUTIQUE							
	NEW VENDOR CONTRACT REVIEW PENDING COUNCIL APPRVL			23,060				
				23,060				
131-0947-362.04-26	DREAM SALON & SPA	0	12,718	51,915	51,915	38,876	51,935	53,145
	EST BASED ON CURRENT CONTRACT			48,623				
	ANNUAL CONTRACT INCRESE SEPTEMBER			4,522				
				53,145				
131-0947-362.04-27	P G COFFEE & TEA	0	19,164	26,050	26,050	4,344	4,345	0
131-0947-362.04-28	REFINDERY MARKET	0	12,227	23,985	23,985	22,082	23,985	24,585
	EST BASED ON CURRENT CONTRACT							
	LIVE,LOVE,LAUGH CURRENT OWNER							
	ANNUAL INCREASE OCTOBER			24,585				
				24,585				
*	RENTAL INCOME	0	274,140	372,110	372,110	242,639	327,800	369,790
131-0000-369.90-00	MISCELLANEOUS REVENUE	0	28	0	0	0	0	0
131-0947-369.90-00	MISCELLANEOUS REVENUE	0	0	0	0	4,875	0	0
*	OTHER MISC REVENUES	0	28	0	0	4,875	0	0

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	Y-T-D ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
**	MISCELLANEOUS REVENUE	0	367,284	397,610	397,610	294,624	396,510	399,790
131-0000-381.11-00	COMMUNITY REDEVEL AGENCY	0	1,627,973	0	0	0	0	0
*	TRANSFER FROM OTHER FUNDS	0	1,627,973	0	0	0	0	0
131-0000-389.90-01	PROJ CARRYOVER-BEGINNING	0	0	855,143	855,143	0	1,411,171	1,047,761
	EST BEG RESERVES NON-DEPT			1,047,761				
				1,047,761				
131-0947-389.90-01	PROJ CARRYOVER-BEGINNING	0	0	105,430	105,430	0	329,303	88,218
	EST BEG RESERVES - HERALD CT CNTR			88,218				
				88,218				
131-0000-389.90-05	PRIOR YR RE-APPROPRIATION	0	0	0	756,970	0	0	0
*	BEGINNING RESERVES	0	0	960,573	1,717,543	0	1,740,474	1,135,979
**	OTHER REVENUE SOURCES	0	1,627,973	960,573	1,717,543	0	1,740,474	1,135,979
***	CITY LEASED REAL ESTATE	0	1,995,257	1,358,183	2,115,153	294,624	2,136,984	1,535,769
		0	1,995,257	1,358,183	2,115,153	294,624	2,136,984	1,535,769

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
CITY LEASED REAL ESTATE								
131-0000-519.31-00	PROFESSIONAL SERVICES	0	8,035	0	0	0	0	0
131-0000-519.46-32	HERALD COURT CENTRE MAINT	0	0	0	556,970	379,685	556,970	0
*	OPERATING EXPENSES	0	8,035	0	556,970	379,685	556,970	0
131-0000-581.99-03	PROJECTED CARRYOVER - END	0	0	1,005,328	1,005,328	0	1,047,761	1,203,876
	EST ENDING RESERVES			1,203,876				
				1,203,876				
*	ENDING RESERVES	0	0	1,005,328	1,005,328	0	1,047,761	1,203,876
**	CITY LEASED REAL ESTATE	0	8,035	1,005,328	1,562,298	379,685	1,604,731	1,203,876
***	CITY LEASED REAL ESTATE	0	8,035	1,005,328	1,562,298	379,685	1,604,731	1,203,876
PUBLIC WORKS								
HERALD COURT CENTRE O & M								
131-0947-545.31-00	PROFESSIONAL SERVICES	0	0	2,000	2,000	0	0	1,800
	LEASE COMMISSION PAYMENTS			1,800				
				1,800				
131-0947-545.34-00	CONTRACTUAL SERVICES	0	12,340	16,000	16,000	13,262	14,250	14,400
	ELEVATOR/WINDOW SERVICES ETC			9,000				
	SECURITY CAMERAS SUPPLIES/MAINT			5,400				
				14,400				
131-0947-545.34-14	PEST CONTROL	0	0	2,000	2,000	0	0	1,800
	PEST CONTROL SERVICES			1,800				
				1,800				
131-0947-545.34-17	JANITORIAL	0	36,875	10,000	10,000	36,873	36,875	37,000
	JANITORIAL SERVICE & ADDITIONAL SERVICE ON WEEKEND			37,000				
				37,000				

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
131-0947-545.34-25	AIR CONDITIONING	0	455	4,120	4,120	3,330	4,120	3,710
	A/C MAINTENANCE			3,710				
				3,710				
131-0947-545.41-00	COMMUNICATIONS SERVICES	0	7,199	7,535	7,535	6,955	7,000	7,950
	ESTIMATED FOR LINE SERVICE FOR SECURITY $662/MTH			7,950				
				7,950				
131-0947-545.43-01	ELECTRICITY	0	14,125	17,425	17,425	8,318	14,200	15,685
	ELECTRIC CHARGES (FPL RATE INCREASE JAN 1, 27)			15,685				
				15,685				
131-0947-545.43-02	WATER & SEWER	0	6,322	8,400	8,400	4,490	6,590	6,790
	ESTIMATED 5% INCREASE WATER/SEWER			6,790				
				6,790				
131-0947-545.43-03	REFUSE COLLECTION	0	4,649	4,975	4,975	3,758	5,045	5,195
	ESTIMATED INCREASE IN SANITATION			5,195				
				5,195				
131-0947-545.45-01	FIRE/GENERAL LIAB INSUR	0	118,062	130,230	130,230	92,277	111,300	116,865
	ESTIMATED 5% OVER FY26 ACTUALS			116,865				
				116,865				
131-0947-545.46-01	REPAIR/MAINT BUILDINGS	0	5,490	20,000	220,000	152,109	204,695	20,000
	EST BUILDING REPAIRS AND MAINT			20,000				
				20,000				
131-0947-545.49-06	ADMINISTRATIVE CHARGES	0	17,950	29,065	29,065	21,798	29,065	29,935
	ESTIMATED 3% INCREASE			29,935				
				29,935				

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
131-0947-545.49-20	AD VALOREM TAX	0	23,280	13,830	13,830	9,596	9,595	23,910
	TAXES FOR TAXABLE TENANTS EST 3% INCR			23,910				
				23,910				
131-0947-545.52-21	DEPT MATERIALS & SUPPLIES	0	0	1,300	1,300	0	1,300	1,300
	EST FOR SUPPLIES OR MATERIALS			1,300				
				1,300				
*	OPERATING EXPENSES	0	246,747	266,880	466,880	352,766	444,035	286,340
131-0947-581.99-03	PROJECTED CARRYOVER - END	0	0	85,975	85,975	0	88,218	45,553
	EST ENDING RESERVES			45,553				
				45,553				
*	ENDING RESERVES	0	0	85,975	85,975	0	88,218	45,553
**	HERALD COURT CENTRE O & M	0	246,747	352,855	552,855	352,766	532,253	331,893
***	PUBLIC WORKS	0	246,747	352,855	552,855	352,766	532,253	331,893
****	CITY LEASED REAL ESTATE	0	254,782	1,358,183	2,115,153	732,451	2,136,984	1,535,769
		0	254,782	1,358,183	2,115,153	732,451	2,136,984	1,535,769

City of Punta Gorda, FL
Laishley Park Marina
Proforma Schedule of Revenues and Expenditures
FY 2024 through FY 2031

	Actual FY 2024	Actual FY 2025	Budget FY 2026	Projected FY 2026	Proposed FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030	Proforma FY 2031
Revenues:									
Annual Slip Rental	$ 60,322	$ 10,802	$ 15,745	$ 5,455	$ -	$ -	$ 190,000	$ 190,000	$ 190,000
Semi-Annual Slip Rental	$ 17,226	$ 5,769	3,000	-	-	-	10,000	10,000	10,000
Monthly Slip Rental	$ 109,735	$ 12,534		36,000	259,970	259,970	90,000	90,000	90,000
Transient Slip Rental	$ 35,676	$ 462		445	-	-	25,000	25,000	25,000
Commercial Slip Rental	$ 86,526	$ 81,282	$ 89,150	$ 89,150	89,150	89,150	89,150	89,150	89,150
Electric Reimbursement	$ 9,638	$ 1,054	1,000	2,150	10,000	10,000	20,000	20,000	20,000
Live Aboard Marina Fee	$ 4,902	$ -			3,000	3,000	3,000	3,000	3,000
Slip Rentals	$ 324,024	**$ 111,902**	**$ 108,895**	**$ 133,200**	**$ 362,120**	**$ 362,120**	**$ 427,150**	**$ 427,150**	**$ 427,150**
Mooring Field - Daily	3,476	250							
Mooring Field - Monthly			22,500	-	-	11,250	11,250	11,250	11,250
Mooring Field Revenue	3,476	**250**	**22,500**	**-**	**-**	**11,250**	**11,250**	**11,250**	**11,250**
F&W pass thru FDEP (pump out	9,298	1,359	7,000	7,000	7,000	7,000	7,000	7,000	7,000
MAC Grant (pump out Boat O&M	5,000	2,160	5,000	5,000	3,500	3,500	3,500	3,500	3,500
Intergovernmental Revenues	14,298	**3,519**	**12,000**	**12,000**	**10,500**	**10,500**	**10,500**	**10,500**	**10,500**
Marina Ship Store Rent	13,219	12,720	13,955	13,955	14,450	14,595	14,740	14,890	15,041
Marina Community Room Rent		-	7,000	-	9,000	9,090	9,180	9,270	9,360
Surplus Furn, Fixt, Eqpt		1,400	-	-	-	-	-	-	-
Miscellaneous Revenue	1,438	610	1,200	1,000	1,200	1,200	1,200	1,200	1,200
Interest Income	35,071	19,741	3,000	11,405	-				
Miscellaneous Revenue	49,729	**34,472**	**25,155**	**26,360**	**24,650**	**24,885**	**25,125**	**25,365**	**25,606**
Total Revenues	391,527	**150,143**	168,550	171,560	397,270	408,755	474,025	474,265	474,506
Expenses:									
Accounting & Auditing	1,378	1,410	1,620	1,620	1,670	1,720	1,770	1,825	1,882
Contractual Services	2,425	5,152	20,000	32,450	20,000	20,602	21,218	21,855	22,510
Service Dredging (34-07)	-	0	-	3,770		-	20,000	20,000	20,000
Communications Services	1,938	2,084	2,300	2,300	2,300	2,368	2,441	2,513	2,588
Electricity	36,671	25,194	32,700	27,545	36,700	37,801	60,000	61,800	63,654
Water & Sewer	16,079	17,276	18,970	16,845	19,540	20,125	28,000	28,840	29,705
Natural Gas	885	737	900	945	950	981	1,300	1,340	1,381
Equipment Leases	984	495	1,000	1,475	1,475	1,518	1,562	1,607	1,653
Bottom Land	18,529	19,291	20,260	20,110	27,000	27,538	28,088	28,651	29,225
Fire/General Liab Insurance	28,752	30,334	33,415	43,180	45,340	47,608	49,986	52,487	55,112
Repair & Maintenance Services	2,423	2,121	0	0	0	0	0	0	0
Repair & Maintenance Building	-	160	2,000	-	2,000	2,058	6,000	6,180	6,365
Repair & Maintenance Docks & I	28,850	555	0	15,165	0	0	40,000	40,000	40,000
Pump Out Boat Operations & Ma	0	13,761	0	0	0	0	0	0	0
Administrative Charges	40,815	35,685	23,970	23,970	24,690	25,429	26,196	26,981	27,791
Computer Overhead	4,120	5,300	5,300	5,300	5,300	5,460	5,625	5,796	5,971
Credit Card Fees	11,878	3,891	4,200	2,995	3,000	3,090	3,183	3,278	3,377
Office Supplies	396	0	0	0	0	0	0	0	0
Department Materials & Supplies	2,813	1,917	3,500	3,500	3,500	3,607	3,718	3,831	3,947
Improvements Other than Buildir	3,900	0	0	0	0	0	0	0	0
Laishley Park Marina Expense	**202,836**	**165,364**	**170,135**	**201,170**	**193,465**	**199,902**	**299,090**	**306,982**	**315,160**
Contractual Services	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
Contract Svcs-Labor	166,361	151,360	155,000	144,000	159,650	164,440	210,000	216,300	222,789
Contract Svcs-Pump Out Boat La	11,970	5,816	12,450	6,655	12,825	13,210	16,000	16,480	16,974
Contract Svcs-Management Fee	21,453	19,394	21,500	17,715	21,765	22,410	27,970	28,810	29,675
Communications Services	4,646	4,889	5,000	5,000	5,150	5,305	5,465	5,630	5,799
Repair & Maintenance Services	13,171	17,405	15,000	15,000	15,450	15,915	20,000	20,600	21,218
Repair & Maintenance/Buildings	1,012	1,043	3,000	1,600	3,000	3,000	5,000	5,000	5,000
Repair & Maintenance/Veh&Equ	2,663	405	2,575	2,575	2,650	2,730	2,810	2,895	2,983
Pump Out Boat Operations & Ma	5,644	2,900	5,665	5,665	5,835	6,010	6,190	6,375	6,565
Repair & Maintenance Docks & I	295	672	0	0	0	0	0	0	0
Promotional Activities	-	-	200	200	205	210	1,000	1,030	1,061
Office Supplies	375	35	200	200	205	210	215	220	225
Gasoline	477	195	515	515	530	545	560	575	590
Department Materials & Supplies	6,990	5,285	5,000	4,000	5,150	5,305	5,465	5,630	5,799
Clothing & Uniforms	1,055	-	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Marina Park Contract Expense	**242,113**	**215,398**	**233,105**	**210,125**	**239,415**	**246,290**	**307,675**	**316,545**	**325,680**
Capital Outlay	14,115	-	-	-	-	-	6,000	6,000	6,000
Total Expenses	459,064	**380,761**	403,240	411,295	432,880	446,193	612,765	629,527	646,840
Revenues less Expenses	(67,537)	**(230,619)**	(234,690)	(239,735)	(35,610)	(37,438)	(138,739)	(155,262)	(172,334)
Operating Reserves - Beg	670,487	602,950	248,755	372,332	132,597	96,987	59,549	(79,191)	(234,452)
Operating Reserves - End	$ 602,950	$ 372,332	$ 14,065	$ 132,597	$ 96,987	$ 59,549	$ (79,191)	$ (234,452)	$ (406,785)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	Y-T-D ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
LAISHLEY PARK MARINA								
450-0000-331.49-06	FISH & WILDLIFE SVC	9,298	2,225	7,000	7,000	1,808	7,000	7,000
	F&W PASS THRU FDEP GRANT ANNUAL AWARD CVA24-029 MV509			7,000				
				7,000				
*	FEDERAL GRANT	9,298	2,225	7,000	7,000	1,808	7,000	7,000
450-0000-337.22-00	MARINE ADV BD BOATER IMPR	5,000	4,468	5,000	5,000	2,132	5,000	3,500
	MAC GRANT (PUMPOUT) COUNTY MATCH TO STATE			3,500				
				3,500				
*	GRANTS - OTHER LOCAL UNIT	5,000	4,468	5,000	5,000	2,132	5,000	3,500
**	INTERGOVERNMENTAL REVENUE	14,298	6,693	12,000	12,000	3,940	12,000	10,500
450-0000-343.10-10	SLIP RENTAL ELECTR REIMB	9,638	1,182	1,000	1,000	1,434	2,150	10,000
	EST RATES APPR 7/12/23, BUT DOCKS BEING REPAIRED NEW TENNANTS BEGIN JUNE 26/ TENANT CHARGED @ METER MONTHLY/ TRANSIENT CHARGED BY DAY			10,000				
				10,000				
450-0000-343.95-00	LIVE ABOARD MARINA FEE	4,902	0	0	0	0	0	3,000
	EST RATES APPR 7/12/23, BUT DOCKS BEING REPAIRED $100/ MONTH X ESTIMATED 2 TENANTS LIVE ABOARD			3,000				
				3,000				
*	PHYSICAL ENVIRONMENT	14,540	1,182	1,000	1,000	1,434	2,150	13,000
450-0000-347.04-09	SLIP RENTAL COMMERCIAL	86,526	89,148	89,150	89,150	68,044	89,150	89,150
	EST WITH NEW RATES APPROVED BY COUNCIL 7/12/23 CURRENT TENNATS INCLUDE FREEDOM BOAT CLUB/ SEATOW/ PG ADVENTURES/ RED TIKI TOURS/ CRUSIN' TIKI CHAR H			89,150				
				89,150				

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	Y-T-D ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
450-0000-347.04-10	SLIP RENTAL ANNUAL	60,322	11,474	15,745	15,745	5,963	5,455	0
450-0000-347.04-11	SLIP RENTAL SEMI-ANNUAL	17,226	5,769	3,000	3,000	400	0	0
450-0000-347.04-12	SLIP RENTAL MONTHLY	109,735	13,534	0	0	1,922	36,000	259,970
	EST RATES APPR 7/12/23, BUT PARTIAL DOCKS STILL CLOSED/ PHASED REOPENING AS DOCKS REPAIRED CURRENT TENNANTS IN DOCKS A-D ESTIMATED AT 80% COMPLETE FULL			259,970				
				259,970				
450-0000-347.04-13	SLIP RENTAL TRANSIENT	35,676	462	0	0	635	445	0
450-0000-347.04-21	MOORING FLD EAST	3,476	250	22,500	22,500	0	0	0
	EST RATES APPR 7/12/23, BUT MOOR STILL OUT OF SVC ESTIMATED REPAIRS TO BE COMPLETED FY 2027 W/ FY 2028 REOPENING POSSIBLE DUE TO FBIP GRANT							
*	CULTURE/RECREATION	312,961	120,637	130,395	130,395	76,964	131,050	349,120
**	CHARGES FOR SERVICES	327,501	121,819	131,395	131,395	78,398	133,200	362,120
450-0000-361.10-00	INTEREST ON INVESTMENTS	35,071	22,816	3,000	3,000	8,829	11,405	0
*	INTEREST EARNINGS	35,071	22,816	3,000	3,000	8,829	11,405	0
450-0000-362.04-15	MARINA SHIP STORE RENT	13,219	13,733	13,955	13,955	10,476	13,955	14,450
	LEASE - $1074.63/ MONTH			12,890				
	UTILITIES REIMBURSMENT (AVERAGE $130 MONTHLY)			1,560				
				14,450				
450-0000-362.04-50	MARINA COMMUNITY ROOM RNT	0	0	7,000	7,000	0	0	9,000
	EST FOR USE ONCE SPACE IS VACATED			9,000				
				9,000				
*	RENTAL INCOME	13,219	13,733	20,955	20,955	10,476	13,955	23,450
450-0000-364.41-00	SURPLUS FURN, FIXT, EQPT	0	1,400	0	0	0	0	0
*	DISPOSITION-FIXED ASSETS	0	1,400	0	0	0	0	0

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	Y-T-D ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
450-0000-369.90-00	MISCELLANEOUS REVENUE	1,438	659	1,200	1,200	797	1,000	1,200
	MISC REVENUES SUCH AS PCARD REBATES			1,200				
				1,200				
*	OTHER MISC REVENUES	1,438	659	1,200	1,200	797	1,000	1,200
**	MISCELLANEOUS REVENUE	49,728	38,608	25,155	25,155	20,102	26,360	24,650
450-0000-389.90-01	PROJ CARRYOVER-BEGINNING	0	0	248,755	248,755	0	372,332	132,597
	EST BEG RESERVES			132,596				
				132,596				
450-0000-389.90-02	PRIOR YEAR ENCUMBRANCES	0	0	0	16,581	0	0	0
*	BEGINNING RESERVES	0	0	248,755	265,336	0	372,332	132,597
**	OTHER REVENUE SOURCES	0	0	248,755	265,336	0	372,332	132,597
***	LAISHLEY PARK MARINA	391,527	167,120	417,305	433,886	102,440	543,892	529,867
		391,527	167,120	417,305	433,886	102,440	543,892	529,867

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
LAISHLEY PARK MARINA								
450-0000-581.99-03	PROJECTED CARRYOVER - END	0	0	14,065	14,065	0	132,597	96,987
	EST ENDING RESERVES			96,986				
				96,986				
*	ENDING RESERVES	0	0	14,065	14,065	0	132,597	96,987
**	LAISHLEY PARK MARINA	0	0	14,065	14,065	0	132,597	96,987
***	LAISHLEY PARK MARINA	0	0	14,065	14,065	0	132,597	96,987
PUBLIC WORKS								
LAISHLEY PARK MARINA								
450-0945-575.32-00	ACCOUNTING & AUDITING	1,378	1,410	1,620	3,136	1,450	1,620	1,670
	AUDITING SERVICES			1,670				
				1,670				
450-0945-575.34-00	CONTRACTUAL SERVICES	2,425	5,152	20,000	20,000	21,743	32,450	20,000
	A/C MAINT, JANITORIAL SRV, PLUMBING SRV, PEST CONTROL, MISC SERVICES			20,000				
				20,000				
450-0945-575.34-07	SERVICE DREDGING	0	0	0	0	3,770	3,770	0
450-0945-575.41-00	COMMUNICATIONS SERVICES	1,938	2,084	2,300	2,300	1,644	2,300	2,300
	COMCAST/XFINITY CABLE			2,300				
				2,300				
450-0945-575.43-01	ELECTRICITY	36,671	25,194	32,700	32,700	15,215	27,545	36,700
	ESTIMATED 5% INCREASE ANNUALLY THRU 2029			36,700				
				36,700				
450-0945-575.43-02	WATER & SEWER	16,079	17,276	18,970	18,970	12,144	16,845	19,540
	ESTIMATED 12% PROPOSED			19,540				

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
				19,540				
450-0945-575.43-04	NATURAL GAS	885	737	900	900	900	945	950
	TECO PEOPLE GAS - AVG USE EST			950				
				950				
450-0945-575.44-03	EQUIPMENT LEASES	984	495	1,000	1,500	1,471	1,475	1,475
	COPIER LEASE & COPIES			1,475				
				1,475				
450-0945-575.44-06	BOTTOM LAND	18,529	19,291	20,260	20,260	20,110	20,110	27,000
	DEPT OF ENVIRON PROTECTION SUBMERGED LAND LEASE			27,000				
				27,000				
450-0945-575.45-01	FIRE/GENERAL LIAB INSUR	28,752	30,334	33,415	33,415	40,676	43,180	45,340
	EST 5% INCREASE FROM FY 26 ACTUAL			45,340				
				45,340				
450-0945-575.46-00	REPAIR & MAINTENANCE SVCS	2,423	2,121	0	0	0	0	0
450-0945-575.46-01	REPAIR/MAINT BUILDINGS	0	160	2,000	1,500	0	0	2,000
	EST MISC BUILDING REPAIRS			2,000				
				2,000				
450-0945-575.46-33	PUMP OUT BOAT OPER	0	13,761	0	0	0	0	0
450-0945-575.46-34	R&M DOCK & MOORING FIELDS	28,850	555	0	15,065	15,165	15,165	0
450-0945-575.49-06	ADMINISTRATIVE CHARGES	40,815	35,685	23,970	23,970	17,982	23,970	24,690
	ESTIMATED 3% INCREASE			24,690				
				24,690				
450-0945-575.49-07	COMPUTER OVERHEAD	4,120	5,300	5,300	5,300	3,978	5,300	5,300
	ESTIMATED FLAT			5,300				
				5,300				

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
450-0945-575.49-21	CREDIT CARD CHARGES/FEES	11,878	3,891	4,200	4,200	2,105	2,995	3,000
	CREDIT CARD FEES			3,600				
	MGMT CO LOOKING TO PASS THIS TO THIER CUSTOMERS UNDER THIER CREDIT CARD CONTRACT THRU 3.5% SRV FEE			600-				
	FEES REDUCED DUE TO LOWER REV FROM HURRICANES & REMOVED UNNECESSARY FEES/PROGRAMS							
				3,000				
450-0945-575.51-00	OFFICE SUPPLIES	396	0	0	0	0	0	0
450-0945-575.52-21	DEPT MATERIALS & SUPPLIES	2,813	1,917	3,500	3,500	1,794	3,500	3,500
	MISC SUPPLIES			3,500				
				3,500				
450-0945-575.59-00	DEPRECIATION EXPENSE	12,528	0	0	0	0	0	0
*	OPERATING EXPENSES	211,464	165,363	170,135	186,716	160,147	201,170	193,465
**	LAISHLEY PARK MARINA	211,464	165,363	170,135	186,716	160,147	201,170	193,465
	MARINA PARK MANAGEMENT							
450-0946-575.34-00	CONTRACTUAL SERVICES	6,000	6,000	6,000	6,000	4,000	6,000	6,000
	BOOKKEEPING SERVICE - MGMNT COMPANY $500/MONTH			6,000				
				6,000				
450-0946-575.34-81	CONTRACT SVCS - LABOR	166,361	151,360	155,000	155,000	92,607	144,000	159,650
	EST FOR 2 FT & 2 PT EMPLOYEES + TEMPS AS NEEDED			159,650				
				159,650				
450-0946-575.34-82	CONTRACT SVCS - MGMT FEE	21,453	19,394	21,500	21,500	10,913	17,715	21,765
	EST 10% OF MGMT CO EXPENSES			21,765				
				21,765				
450-0946-575.34-87	PUMP OUT LABOR	11,970	5,816	12,450	12,450	3,454	6,655	12,825
	EST FOR PUMPOUT BOAT LABOR			12,825				

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
				12,825				
450-0946-575.41-00	COMMUNICATIONS SERVICES	4,646	4,889	5,000	5,000	3,325	5,000	5,150
	CENTURYLINK MONTHLY ($430/MONTH)			5,150				
				5,150				
450-0946-575.46-00	REPAIR & MAINTENANCE SVCS	13,171	17,405	15,000	15,000	4,487	15,000	15,450
	LANDSCAPING MAINTENANCE			15,450				
				15,450				
450-0946-575.46-01	REPAIR/MAINT BUILDINGS	1,012	1,043	3,000	3,000	642	1,600	3,000
	CARPET CLEANING, PEST CONTROL, PLUMBING, MISC RPRS			3,000				
				3,000				
450-0946-575.46-13	REPAIR/MNT VEH & EQP DEPT	2,663	405	2,575	2,575	675	2,575	2,650
	NON PUMP OUT BOAT - CLEANING, MISC RPRS			2,650				
				2,650				
450-0946-575.46-33	PUMP OUT BOAT OPER	5,644	2,900	5,665	5,665	2,069	5,665	2,835
	PUMP OUT BOAT ONLY- CLEANING, FUEL, MISC RPRS			2,835				
				2,835				
450-0946-575.46-34	R&M DOCK & MOORING FIELDS	295	672	0	0	0	0	0
450-0946-575.48-00	PROMOTIONAL ACTIVITIES	0	0	200	200	0	200	205
	ADS - HARBOUR STYLE, PG BOATERS ALLIANCE			205				
				205				
450-0946-575.51-00	OFFICE SUPPLIES	375	35	200	200	81	200	205
	OFFICE SUPPLIES MISC			205				
				205				
450-0946-575.52-01	GASOLINE, OIL, LUBRICANTS	477	195	515	515	67	515	530
	FUEL FOR NON-PUMP OUT BOAT			530				

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ACTUAL FY 2025	ORIGINAL BUDGET FY 2026	REVISED PROJECTION FY 2026	YTD/ENC ACTUAL FY 2026	(level 405) PROJECTED FY 2026	(level 480) PROPOSED FY 2027
				530				
450-0946-575.52-21	DEPT MATERIALS & SUPPLIES	6,990	5,285	5,000	5,000	1,366	4,000	5,150
	MISC SUPPLIES-ACE HARDWARE, HOME DEPOT, WALMART			5,150				
				5,150				
450-0946-575.52-24	CLOTHING & UNIFORMS	1,055	0	1,000	1,000	164	1,000	1,000
	UNIFORMS			1,000				
				1,000				
*	OPERATING EXPENSES	242,112	215,399	233,105	233,105	123,850	210,125	236,415
**	MARINA PARK MANAGEMENT	242,112	215,399	233,105	233,105	123,850	210,125	236,415
***	PUBLIC WORKS	453,576	380,762	403,240	419,821	283,997	411,295	429,880
****	LAISHLEY PARK MARINA	453,576	380,762	417,305	433,886	283,997	543,892	526,867
		453,576	380,762	417,305	433,886	283,997	543,892	526,867

CITY COUNCIL
CITY OF PUNTA GORDA
07/ 8/2026

REGULAR AGENDA

Title: A resolution of the City Council of the City of Punta Gorda, Florida, adopting a proposed millage rate for the Fiscal Year 2026-2027; setting a date, time and place of public hearing to consider the adoption of the tentative millage rate and proposed budget; and providing an effective date.

Funds: General Fund

Recommended Action: City Council consideration and approval of a proposed millage rate for the FY 2027 budget.

Summary: Discussion regarding the rollback rate of 4.0074, the current rate of 3.8686, and the rate to keep ad valorem revenue flat 3.9797.

The attached resolution will set the proposed millage rate based on Council discussion and approval of a rate. It will also set the budget public hearing for Wednesday, September 9, 2026 at 5:01 pm in City Council Chambers, 326 West Marion Ave, Punta Gorda, FL. The taxable value for homestead properties will increase no more than 2.7% for tax year 2026/2027, in accordance with state statute.

Department/Division: Finance / City Manager

EXHIBITS:

1. FY 2027 General Fund Millage Update presentation
2. Proposed Millage Rate Resolution

FY 2027 Budget Status Report
General Fund Millage Rate

City Council
Meeting

July 8, 2026

Punta Gorda

General Fund
Comparison of Taxable Vaulues

(expressed in thousands)

Fiscal Year	July 1* Nov Final	% Change From Previous Year
FY 2027	$5,062,249*	(3.1%)
FY 2026	$5,224,779	2.7%
FY 2025	$5,088,322	11.5%
FY 2024	$4,561,193	10.6%
FY 2023	$4,125,071	12.6%
FY 2022	$3,661,713	5.1%
FY 2021	$3,483,431	4.7% (53.0% above FY 2013 but still 1.7% below FY 2007)
FY 2013	$2,276,784	(4.1%) (35.7% below FY 2007)
FY 2007	$3,542,818	

General Fund
July 1 Appraiser's Estimates

- New Construction/changes of $18,496,424
- Taxable Value of prior year roll $5,043,752,229
- Total Taxable Value $5,062,248,653

General Fund

	Projected FY 2026	Proposed FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030	Proforma FY 2031
Ad Valorem Tax Revenue	$19,340,100	$19,340,100	$19,340,100	$19,340,100	$19,340,100	$19,340,100
Other Revenues	18,307,575	17,827,430	17,422,415	17,597,555	17,765,995	17,840,360
Estimated Revenues	37,647,675	37,167,530	36,762,515	36,937,655	37,106,095	37,180,460
Personnel	24,879,905	28,035,220	29,263,520	30,553,815	31,906,130	33,323,670
FY 2027-2030 planned positions	0	293,215	692,780	801,525	917,225	959,795
Operating	9,392,710	8,077,040	8,332,145	8,591,830	8,860,370	9,138,070
FY 2027-2030 planned positions	0	3,200	8,495	10,750	13,070	13,465
Capital Outlay (net)	2,996,100	1,701,710	1,200,000	1,200,000	1,200,000	1,200,000
FY 2027-2030 planned positions	0	188,000	10,000	0	55,000	0
Transfer to Other Funds	26,480,515	0	0	0	0	0
Transfer for Paving	709,000	459,000	459,000	459,000	459,000	459,000
Transfer for Capital Projects	1,346,000	735,000	985,000	985,000	245,000	1,417,000
Estimated Expenditures	65,804,230	39,492,385	40,950,940	42,601,920	43,655,795	46,511,000
Revenues over (under) expenditures	(28,156,555)	(2,324,855)	(4,188,425)	(5,664,265)	(6,549,700)	(9,330,540)
Projected Carryover-Beginning	46,465,780	18,809,225	16,484,370	12,295,945	6,631,680	81,980
Capital Outlay Reserve	507,000	7,000	7,000	7,000	7,000	7,000
Capital Outlay Reserve	$ 7,000	$ 7,000	$ 7,000	$ 7,000	$ 7,000	$ 7,000
Projected Carryover-End	$18,809,225	$16,484,370	$12,295,945	$ 6,631,680	$ 81,980	$ (9,248,560)
Reserve percentage		41.7%	30.0%	15.6%	0.2%	-19.9%
Minimum Operating Reserve 16.7%		$ 6,595,300	$ 6,838,900	$ 7,114,600	$ 7,290,600	$ 7,767,400

Health Insurance Savings will be approximately $140,000

General Fund
Millage Rate Discussion

July 1 Estimated Assessed Value	Millage Rate	Ad Valorem Revenue
Current Rate	3.8686	$18,800,460
Rollback Rate	4.0074	$19,474,995
Rate to provide flat Ad Valorem	3.9797	$19,340,380

General Fund
Proposed Millage Rate Discussion

- Rollback Rate would allow additional revenue provided by the new construction; Revenue would be increased $134,895
- Current Rate would be 3.46% below rollback rate; Revenue would be reduced $539,640
- Rate to provide flat Ad Valorem is 0.69% below the rollback rate; Revenue is essentially flat, would increase $280
- Proposed rate provided on Truth-in-Millage (TRIM) notices would still allow for decreases but no increases

General Fund- Legislative Proforma

	Projected FY 2026	Proposed FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030	Proforma FY 2031
Ad Valorem Tax Revenue	$19,340,100	$19,340,100	$17,999,565	$15,593,855	$ 13,707,385	$ 12,381,285
Other Revenues	18,307,575	17,827,430	17,422,415	17,597,555	17,765,995	17,840,360
Estimated Revenues	37,647,675	37,167,530	35,421,980	33,191,410	31,473,380	30,221,645
Personnel	24,879,905	28,035,220	29,263,520	30,553,815	31,906,130	33,323,670
FY 2027-2030 planned positions	0	293,215	692,780	801,525	917,225	959,795
Operating	9,392,710	8,077,040	8,332,145	8,591,830	8,860,370	9,138,070
FY 2027-2030 planned positions	0	3,200	8,495	10,750	13,070	13,465
Capital Outlay (net)	2,996,100	1,701,710	1,200,000	1,200,000	1,200,000	1,200,000
FY 2027-2030 planned positions	0	188,000	10,000	0	55,000	0
Transfer to Other Funds	26,480,515	0	0	0	0	0
Transfer for Paving	709,000	459,000	459,000	459,000	459,000	459,000
Transfer for Capital Projects	1,346,000	735,000	985,000	985,000	245,000	1,417,000
Estimated Expenditures	65,804,230	39,492,385	40,950,940	42,601,920	43,655,795	46,511,000
Revenues over (under) expenditures	(28,156,555)	(2,324,855)	(5,528,960)	(9,410,510)	(12,182,415)	(16,289,355)
Projected Carryover-Beginning	46,465,780	18,809,225	16,484,370	10,955,410	1,544,900	(10,637,515)
Capital Outlay Reserve	507,000	7,000	7,000	7,000	7,000	7,000
Capital Outlay Reserve	$ 7,000	$ 7,000	$ 7,000	$ 7,000	$ 7,000	$ 7,000
Projected Carryover-End	$18,809,225	$16,484,370	$10,955,410	$ 1,544,900	$(10,637,515)	$ (26,926,870)
Reserve percentage		41.7%	26.8%	3.6%	-24.4%	-57.9%
Minimum Operating Reserve 16.7%		$ 6,595,300	$ 6,838,900	$ 7,114,600	$ 7,290,600	$ 7,767,400

Health Insurance Savings will be approximately $140,000

Legislative Reform

	Estimates for Newest Information from Governor Desantis			
Fiscal Year	2028	2029	2030	2031
Est Homestead Exemption	$150,000	$250,000	$350,000	$450,000
Est Reduction in Taxable Values by Year	-$346,517,025	-$621,854,840	-$487,636,820	-$342,785,235
Est Cumulate Reduction in Taxable Values	-$346,517,025	-$968,371,865	-$1,456,008,685	-$1,798,793,920
Est Reduction in Ad Valorem Revenue by Year	-$1,340,535	-$2,405,710	-$1,886,475	-$1,326,100
Est Cumulative Reduction in Ad Valorem Revenue	-$1,340,535	-$3,746,245	-$5,632,715	-$6,958,815

Estimated remaining taxable value on homestead properties after 2031 is $627,650,540

Punta Gorda

General Fund- MSBU Time Line

For an MSBU on 2027 tax roll (FY 2028)

- Council must adopt the authorizing ordinance and assessment roll by January 1, 2027
- Meeting this deadline will be difficult
- Would need consultant ASAP to develop preliminary assessment roll in the summer for public hearings and notice requirements to be met before January 1, 2027
- May have to focus on highest priority MSBU(s) first and add others in the following year
- Challenge – many agencies are starting this process and availability of consultants may be limited for such a short time frame to complete

General Fund- MSBU Options

- Begin the process now in an effort to create one or more MSBUs for FY 2028, if possible
- Begin the process now but for 2028 tax roll (FY 2029)
- Delay until November 2026, pending outcome of vote

CITY OF PUNTA GORDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PUNTA GORDA, FLORIDA, ADOPTING A PROPOSED MILLAGE RATE FOR FISCAL YEAR 2026-2027; SETTING A DATE, TIME AND PLACE OF PUBLIC HEARING TO CONSIDER ADOPTION OF THE TENTATIVE MILLAGE RATE AND PROPOSED BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council, as governing body of the City of Punta Gorda, did on March 25, 2026, June 1, 2026, June 3, 2026, and July 8, 2026, hold public budget meetings on the proposed millage rate and tentative budget of the City.

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

1. A proposed millage rate of _____ mills operation is proposed for levy against all taxable property within the City of Punta Gorda for Fiscal Year ending September 30, 2027.

2. The rolled-back rate computed pursuant to Florida Statutes, Section 200.065(1), based on the County Assessor's DR420 is 4.0074 mills.

3. A public budget hearing to consider adoption of the tentative millage rate and proposed budget will be held on September 9, 2026, at 5:01 p.m., in City Council Chambers, 326 West Marion Avenue, Punta Gorda, Florida.

PASSED AND DULY ADOPTED by vote of the City Council of the City of Punta Gorda, Florida, this _____ day of _____, 2026.

CITY OF PUNTA GORDA, FLORIDA

BY: _____
DR DEBORAH LUX, Mayor

ATTEST:

_____
SARA WELCH, CMC, City Clerk

APPROVED AS TO FORM AND CONTENT:

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

CITY COUNCIL
CITY OF PUNTA GORDA
07/ 8/2026

REGULAR AGENDA

Title:

Agreement award to Johnson Engineering, LLC of Fort Myers, FL for a master agreement to plan, design, permit and construction services for improvements to the Booster Station and Water Mains.

Funds:

Projects will be funded and awarded via individual authorizations to allow phasing of the project.

Recommended Action:

Staff recommends award of this Agreement to Johnson Engineering, LLC of Fort Myers, FL as being the lowest responsive and responsible bidder.

Summary:

Procurement received a request to issue a Request for Qualification for engineering services for improvements at the Booster facility. Solicitation notices were sent to 656 vendors, 14 viewed the solicitation on-line and the City received 2 responses. A notice was also released on Public Purchase advising vendors of the bid opportunity.

The master agreement contains hourly rates in order to negotiate future authorizations for this project. Future authorizations will be approved by the appropriate award authority.

Department/Division: Procurement

EXHIBITS:

1. Agreement
2. Recommendation for Award
3. Evaluation

AGREEMENT U2024105/ENG-BOOSTER/2425
BETWEEN CITY AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2026 by and between:

The City of Punta Gorda
326 West Marion Avenue
Punta Gorda, FL 33950
(941) 575-3366

(Hereinafter "**CITY"**) and

Johnson Engineering, LLC
2122 Johnson Street
Fort Myers, FL 33901
(239)334-0046

(Hereinafter "**CONTRACTOR"**)

The Agreement Documents consist of this executed Agreement, the complete Solicitation Package, the CONTRACTOR'S Submittal Package, and all documents that may be executed as a result of this executed agreement. City and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

CONDITIONS OF WORK/PURCHASE: All work performed or purchases made shall be in accordance with the terms and conditions of this Agreement and any attachments hereto. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the CITY's appropriate level of authority. Failure of CITY to object to provisions contained in any acknowledgment, document or other communications from CONTRACTOR shall not be construed as a waiver of this Agreement's terms and conditions or an acceptance of any such provision.

This Agreement and any attachments hereto, constitute the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Agreement shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. The CITY's appropriate Change Order Authority are the only parties authorized to make changes or modifications by issuance of an official change notice or Amendment to this Agreement.

ARTICLE 1. – WORK

A. The CITY qualified the CONSULTANT for Professional Engineering services on a contractual basis for providing engineering services for Booster Facility Improvements and Water Main Improvements in accordance with the CITY's Request for Qualifications U2024105/ENG-BOOSTER/2425, the CONSULTANT's submittal package to the Request for Qualifications U2024105/ENG-BOOSTER/2425, and any other documents that may be executed as a result of this executed Master Agreement for consulting services as they relate to this WORK.

B. Future Specific Authorizations – The CITY may negotiate additional services as they directly relate to the services stated in Article 1, Section A. CITY shall present all negotiated future specific authorizations to the appropriate award authority as an Amendment to this Agreement to authorize a notice to proceed for services.

ARTICLE 2. – CITY STAFF RESPONSIBILITIES

REPRESENTATIVE - The Project has been planned by CITY Staff. Utilities Engineering Manager, or their designee, who is hereinafter referred to as REPRESENTATIVE will assume all duties and responsibilities and will have the rights and authority assigned to REPRESENTATIVE in this Agreement in connection with completion of the Work in accordance with the Agreement Documents.

CONTRACT MANAGER - The Procurement Manager, or their designee, who is hereinafter referred to as CONTRACT MANAGER will assume all duties and responsibilities and will have the rights and authority assigned to ensure contract compliance and management of this Agreement.

CONTRACT ADMINISTRATOR – The Procurement Manager, or their designee, who is hereinafter referred to as CONTRACT ADMINISTRATOR shall receive and/or be copied on all correspondence between the CITY and CONTRACTOR for the project and is responsible for all records retention of Agreement correspondence.

ARTICLE 3. – AGREEMENT TERM

A. AGREEMENT TERM: This Agreement shall be for a Five (5) year period, which shall commence upon the signing of this Agreement by both parties. The CITY retains the right to renew this initial Agreement under the same terms and conditions upon mutual agreement with the CONTRACTOR. Agreement for commodities or contractual services may be renewed for a period that may not exceed 3 years, or the term of the original Agreement, whichever period is longer. This Agreement will automatically renew for a five (5) year period under the same terms and conditions and current pricing unless written notice of non-renewal is issued 90 calendar days prior to the expiration date by either the CITY or the CONTRACTOR. A renewal of this Agreement may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the CITY and subject to the availability of funds.

B. NON-EXCLUSIVE AGREEMENT: No Guarantee is expressed or implied as to the total volume of commodities/services to be purchased under this open-end Agreement.

C. ORDERING: The CITY reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in this Agreement and if the CONTRACTOR is unable to comply therewith, the CITY reserves the right to purchase commodities/services from another source without penalty or prejudice to the CITY.

D. SEPARATE PURCHASE ORDER: CONTRACTOR will receive a separate purchase order as commodities and/or services are required at the prices stated in this Agreement.

E. APPROPRIATION OF FUNDS: If funds are not appropriated or otherwise made available to support continuation of this Agreement in any fiscal year, the CITY shall have the right to terminate the Agreement without any obligation or penalty.

ARTICLE 4. - CONTRACT TIME

A. FUTURE SPECIFIC AUTHORIZATION contract times will be negotiated individually. The CONSULTANT must be required to fulfill and complete any SPECIFIC AUTHORIZATION that has been approved and issued, but not completed prior to the expiration of the Agreement.

ARTICLE 5. – 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, $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 6. - RIGHT TO REQUIRE PERFORMANCE

Failure of the CITY at any time to require performance by the CONTRACTOR of any provision of this Agreement shall not waive the right of the CITY thereafter to enforce same, nor waive the right of the CITY to enforce any breach of any provision of this Agreement, nor waive any succeeding breach of such provision, nor as a waiver of any provision itself.

In the event of a violation of any part of this agreement by the contractor, the CITY shall, among other remedies available under law, have the legal remedy to enforce the provisions of this agreement to prevent any interruption of service to the residents of the CITY. In the event a dispute arises between the CITY and the CONTRACTOR relating to this agreement, performance, or compensation hereunder, the CONTRACTOR must continue to render service in full compliance with all terms and conditions of this agreement as interpreted by the city, regardless of such dispute. However, this shall not prevent the CONTRACTOR from seeking legal relief from any interpretation made by the CITY.

ARTICLE 7. – CANCELLATION OF CONTRACT

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

B. TERMINATION FOR CONVENIENCE: The CITY may terminate this Agreement for any reason and without cause by giving thirty (30) calendar days written notice to CONTRACTOR. Upon such termination, CONTRACTOR will be compensated for the value of the services performed and/or commodities delivered to the date of termination.

C. DEFAULT: The CITY will provide to the CONTRACTOR written notification stating the nature of non-conformance and/or failure to perform to this Agreement's terms and conditions. All areas cited for non-conformance and/or failure to comply with this Agreement must be remedied by the CONTRACTOR within a ten (10) calendar day period. If not remedied within the stated timeframe, the CITY shall find the CONTRACTOR in default of this Agreement and invoke the cancellation clause without additional time to cure the non-conformance and/or failure to comply. The CONTRACTOR will be removed from the CITY's supplier/contractor list.

D. DELAYS AND EXCUSED PERFORMANCE/FORCE MAJEURE. CONTRACTOR shall not be considered in default by reason of failure, which arises out of causes reasonably beyond the CONTRACTOR's control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the CITY's omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargos.

E. CHANGES TO AWARDED PROJECT TEAM/ PERSONNEL. Changes to the originally proposed project team shall be submitted to the CITY in writing. Acceptance of the change shall be the sole discretion of the CITY. In the event the CITY does not approve the amended project team, the CITY has the option to terminate the contract. The CITY will reimburse the CONTRACTOR for the work completed up to the time of termination.

ARTICLE 8. – AGREEMENT PRICING

A. AGREEMENT RATES: The hourly rate schedule stated in Exhibit A shall remain fixed for a period of twelve (12) months following the date of this Agreement.

B. Price adjustments during the subsequent years of this Agreement's term, if any, will be allowed upon the anniversary date of this agreement, but shall not exceed the Consumer Price Index (Urban Consumers) South Region percent of change for the past twelve (12) months immediately preceding the date of written request for price adjustment. This request will become effective thirty (30) calendar days from the date the written notice was received by the CITY from the CONSULTANT and for all specific authorizations assigned after the effective date (thirty (30) calendar days from the CITY receipt of request). The CITY reserves the right to negotiate this Agreement if the prices exceed the current marketplace.

C. FUTURE SPECIFIC AUTHORIZATIONS: Specific authorizations will be individually negotiated based on the then current hourly rate schedule (Exhibit A) and scope of services. Authorization and award of all future specific authorizations must be made by the appropriate award authority.

ARTICLE 9. – INVOICING/PAYMENT TERMS

A. The payment terms agreed upon by the CITY and CONTRACTOR are Net 30. The method of payment is Electronic funds transfer (EFT).

B. The City shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

C. INVOICES: Invoices must state the work or commodities/goods delivered, location of delivery, quantities, unit prices and extended prices. All prices must be in accordance with Exhibit A. Invoices will not be paid unless and until the requirements have been fully met. Unit prices must be net of all transportation and delivery charges and must be prepaid in full to destination.

D. PRICE/SALES TAX: Unless otherwise specified herein, the unit prices herein must not include sales or use tax.

E. Payments will be made for work performed in accordance with this Agreement, Amendments, and/or authorized change orders, which are documented on an Invoice or Application for Payment and validated by the CITY REPRESENTATIVE for payment within six (6) months after completion of this Agreement. Any untimely submission of Invoice or Application for Payment beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as unreasonable delay in pursuing a claim. Time shall be deemed of the essence with respect to the timely submission of Invoice or Application for Payment under this Agreement.

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

ARTICLE 10. – WARRANTY/GUARANTEES

A. COVENANT AGAINST GRATUITIES: CONTRACTOR warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by CONTRACTOR, or any agent or representative of CONTRACTOR, to any officer or employee of CITY with a view toward securing this Agreement or favorable treatment with respect to any determination concerning the performance of this Agreement. In the event of breach of this warranty, CITY shall be entitled to pursue the same remedies including, but not limited to, termination, against CONTRACTOR as it may pursue in the event of CONTRACTOR's default.

B. SPECIFICATION WARRANTY The CONTRACTOR warrants that all services will be in full accordance with the specifications and requirements of the solicitation package and this Agreement.

ARTICLE 11. - CHANGE ORDER TO CONTRACT

A. All requests for changes to the this Agreement will be made in writing and are subject to written acceptance by the appropriate level of CITY authority.

B. The following are the Change Order Authority Levels for the CITY.

1. Procurement Manager - the Procurement Manager may approve change orders in a singularly or cumulatively amount that does not exceed 25% of the total Agreement price with a maximum cap of fifty thousand dollars ($50,000.00) with the exception of contracts requiring City Council's approval for an award. The Procurement Manager may authorize contract time extension in excess of five (5) days and non-monetary changes, which are not considered minor, which do not result in a change in the Agreement amount.

2. City Manager - the City Manager may approve all change orders with the exception of contracts that require the City Council's approval.

3. City Council - the City Council shall approve change orders for Agreement exemption that are reserved for City Council approval (i.e. Franchises, inter-local agreements, land, legal, auditing, actuarial services and medical director).

C. The CONTRACTOR fully understands the CITY's Change Order Policy. In the event the CONTRACTOR 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.

ARTICLE 12. - INSURANCE REQUIREMENTS

The CONTRACTOR, before commencing any work, must provide insurance and furnish the City with a Certificate of Insurance for **themselves and all subcontractors** as follows:

- THE CITY IS TO BE SPECIFICALLY INCLUDED AS AN ADDITIONAL INSURED (WITH REGARDS TO GENERAL LIABILITY). ENDORSEMENT DOCUMENTATION MUST BE PROVIDED.

- A CITY Division, Department or individual name shall NOT appear on the Certificate.
- THE CITY MUST BE NAMED AS CERTIFICATE HOLDER. **PLEASE NOTE THAT THE CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**

City of Punta Gorda
326 W. Marion Avenue
Punta Gorda, Florida 33950

NO OTHER FORMAT WILL BE ACCEPTABLE.

- GENERALLY REQUIRED COVERAGE INCLUDES:
    - COMMERCIAL GENERAL LIABILITY - Not less than $500,000 per occurrence; combined single limit for bodily injury liability and property damage liability. This shall include the following endorsements: premises and/or operations, independent contractors and products and/or completed operations, broad form property damage.
    - Business Auto Policy - Not less than $500,000 Per Occurrence; Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership.
    - Professional Liability - Not less than $1,000,000 Per Claim
    - Workers Compensation – Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employers' Liability with a minimum of $100,000.00 for each accident.
        - Workers Compensation Exemption Granted by the State of Florida Construction and Non-Construction –CONTRACTOR meeting the State's requirements for Construction or Non-Construction (Non-Construction for Corporations and LLC) exemption must hold a current Exemption Certificate issued by the State of Florida for the term of this Agreement.

Should any of the policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. CONTRACTOR must provide notice to CITY at any time CONTRACTOR becomes aware of any cancellation or material change in the above insurance policies.

ARTICLE 13. - CONSULTANT'S REPRESENTATIONS

A. In order to induce CITY to enter into this Agreement, CONSULTANT makes the following representations:

1. BUSINESS/CORPORATION must hold and maintain a current State of Florida CERTIFICATE OF AUTHORIZATION. INDIVIDUAL must hold a current PROFESSIONAL ENGINEER license (PE).

2. CONSULTANT must hold and maintain current Business Tax Receipt for CONSULTANT's locality for the term of this Agreement. CONSULTANT must hold and maintain current City of Punta Gorda Business Tax Receipt for the term of this Agreement IF their business if physically located within the city limits.

3. Team engineers proposed to provide services for this Agreement must hold current a State of Florida PROFESSIONAL ENGINEER license (PE).

4. CONSULTANT has familiarized themselves with the nature and extent of this Agreement, Work, Locality with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

5. CONSULTANT has given the PROCUREMENT OFFICE written notice of all conflicts, errors or discrepancies that they have discovered in this Agreement and the written resolution thereof by PROCUREMENT OFFICE is acceptable to CONSULTANT.

6. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT must be solely responsible to correct or revise any errors, omissions, or other deficiencies in its designs, drawings, reports or other services as discovered by the CITY in their work and deliverables, which shall include any errors, omissions, or other deficiencies in its designs, drawings, reports or other services discovered during construction. The CONSULTANT must, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings,

reports or other services. CONSULTANT must be responsible for compensating the CITY for any and all additional construction costs resulting from CONSULTANT's errors, 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.

7. Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding $195,000, the CONSULTANT must provide a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of executing this Agreement. The CONSULTANT agrees the original agreement price and any additions will be adjusted to exclude any significant sums by which the CITY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the end of this Agreement. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

8. EQUAL EMPLOYMENT OPPORTUNITY. CONSULTANT shall be in compliance with Executive Order 11426 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.

9. CONTRACT WORK HOURS/SAFETY STANDARDS ACT. CONSULTANT shall be in compliance with provisions of Section 103 and Section 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and as supplemented by the Department of Labor Regulations (Part V, 28CFR).

10. SAFETY COMPLIANCE. It is the CONSULTANT'S sole responsibility to comply with all Local, State and Federal rules and regulations while performing work for the City. These regulations include, but are not limited to: Confined Space, Lock-out/Tag-out, Hazard Communications, Personal Protective Equipment, Excavation Safety, Respiratory Protection, and Hot Work Permits.

11. SUB CONSULTANTS. The CITY reserves the right to accept the use of a sub consultant or to reject the selection of a particular sub consultant and to inspect all facilities of any sub consultant in addition to checking of prior performance of like or similar work as delineated in part or whole as pertinent to this Agreement.

12. COMPETENT PERSONNEL. CONSULTANT agrees that all services shall be performed by qualified and licensed personnel as my be required by law. The standard of care for all professional engineering and related services performed or furnished by CONSULTANT under this scope or future scope of work will be the care and skill ordinarily used by members of CONSULTANT'S profession practicing under similar conditions at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

13. The CONSULTANT warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

ARTICLE 14. – INDEMNIFICATION / LIMITS OF LIABILITY

A. INDEMNIFICATION/HOLD HARMLESS. CONSULTANT shall indemnify and hold the City, its officers and employees, harmless from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, and other persons employed or utilized by the elected firm in the performance of this Agreement.

A. LIMITATION OF LIABILITY. For all claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under this Agreement for direct damages shall be limited to the greater of $25,000, or the dollar amount of the purchase order, or two times the charges rendered by the Contractor under this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.

Unless otherwise specifically enumerated in the Agreement or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires the CONTRACTOR to back-up data or records), even if the party has been advised that such damages are possible. No party

shall be liable for lost profits, lost revenue, or lost institutional operating savings. The CITY and Customer may, in addition to other remedies available to them at law or equity and upon notice to the CONTRACTOR, retain such monies from amounts due the CONTRACTOR as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The CITY may set off any liability or other obligation of the CONTRACTOR or its affiliates to the CITY against any payments due the CONTRACTOR under any contract with the CITY.

ARTICLE 15. – EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time shall have the meaning as described in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the City and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the City may treat a failure to comply which shall result in termination of this contract.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The *contractor* shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed with a circuit court or county court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the City as a result of the termination of this Agreement.

ARTICLE 16. - MISCELLANEOUS

A. PUBLIC RECORDS COMPLIANCE/MANAGEMENT

1. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., CONTRACTOR 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/subcontractor 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR **or** keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon the completion of the contract, the CONTRACTOR 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 CONTRACTOR 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.

CONTRACTOR identified in their Submittal Package to this Solicitation the following option elected for the management of public records upon final completion of the project:

☐ CONTRACTOR 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.

☐ CONTRACTOR 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 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 CITY OF PUNTA GORDA PURCHASING DIVISION CUSTODIAN OF PUBLIC RECORDS AT (941)575-3366, PGPURCH@CityofPuntaGordaFL.com **, OR 326 W. MARION AVENUE, PUNTA GORDA FL 33950.**

B. CITY'S RIGHT TO AUDIT. The CITY reserves the right to audit the CONTRACTOR's records throughout the term of this Agreement and in accordance with Public Records requirement established for the retention period.

C. AUDIT DISALLOWANCES. If at any time the CITY determines that a cost for which payment has been made is a disallowed cost, such as overpayment, CITY will notify the CONTRACTOR in writing of the disallowance. CITY will also state the means of correction, which may include, but shall not be limited to, adjustment of any future claim/invoice submitted by the CONTRACTOR by the amount of the disallowance, or to require repayment of the disallowed amount by the CONTRACTOR.

D. SETTLEMENT OF DISPUTES

1. Any dispute concerning a question of fact arising under this Agreement that is not resolved by this Agreement shall be decided by the CONTRACT MANAGER, who may consider any written or verbal evidence submitted by the CONTRACTOR. The decision of the CONTRACT MANAGER, issued in writing, will be the final decision of the CITY.

2. Neither the pendency of a dispute nor its consideration by the CONTRACT MANAGER will excuse the CONTRACTOR from full and timely performance in accordance with the terms of this Agreement.

E. SUBSTITUTIONS. In the event the CONTRACTOR is unable to provide the commodity or equipment specified in this Agreement, due to manufacturer or supplier discontinuing specified parts, is unable to secure sufficient supplies to fulfill all orders, the CONTRACTOR will be allowed to substitute an item of equal or better quality provided:

1. The product is sold at the Agreement price;

2. The CITY is contacted in writing in advance of the substitution;

3. The City retains the right to determine "equal or better quality"; and

4. The CITY gives written approval of substitution.

If the CONTRACTOR is unable to fulfill all obligations in accordance with these terms and conditions, the City may acquire the product in the open marketplace with any cost increase being the responsibility of the CONTRACTOR.

F. OWNERSHIP OF WORK PRODUCT - All original sketches, tracings, drawings, computations, details, design calculations and other documents and plans that result from the CONSULTANT's services, under this Agreement are and become the property of the CITY.

G. REUSE OF DOCUMENTS - All documents, including drawings and specifications, prepared by the CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project. They are not intended for, or represented to be suitable for reuse by the CITY or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the CONSULTANT for the specific purposes intended will be at CITY's sole risk and without liability or legal exposure to the CONSULTANT. To the extent permitted by law, CITY shall indemnify and hold the CONSULTANT harmless from all claims, damages, losses and expenses including all attorneys' fees trials or appeals arising out of or resulting from any reuse. Any such verification or adaptation for use on extensions of this project or any other Project will entitle the CONSULTANT to further compensation at rates agreed upon by CITY and the CONSULTANT.

H. RELATIONSHIP WITH OTHER CONSULTANTS - Where other consultants are assigned to this project by the CITY, the CONSULTANT is authorized to work directly with said consultants, as required, to perform the service(s) outlined in the Scope of Services.

I. ADDITIONAL CONSULTANTS - The CONSULTANT must obtain separate authorization from the REPRESENTATIVE before obtaining any required sub consultants other than those required to perform the Basic Services and/or additional Services as outlined in the Scope of Services.

J. DELIVERABLES: CONSULTANT must furnish all deliverables to the REPRESENTATIVE in accordance with negotiated Specific Authorizations.

K. LEGAL AND REGULATORY COMPLIANCE. CONSULTANT must perform all services and prepare all documents in compliance with the applicable requirements of laws, codes, rules, regulations, ordinances, and standards.

L. AGENCY POWER FOR PERMITS - The CONSULTANT'S personnel assigned to the Project are authorized by the CITY to serve as its Agent in making application for permits.

M. INDEPENDENT CONTRACTOR. CONTRACTOR must perform the services under this Agreement as an independent contractor and not as an employee, or, unless otherwise specifically stated herein, as an agent of the CITY.

N. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

O. JURISDICTION AND VENUE. This Agreement shall be governed in accordance with the laws of the State of Florida, and the parties hereto agree that venue will be Charlotte County, Florida.

P. ATTORNEY'S FEES. In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses.

Q. CITY and CONTRACTOR each binds himself/herself, his/her partners, successors, assigns and legal representatives to the other party hereto, his/her partners successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in this Agreement. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

R. The CITY and the CONTRACTOR agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the previous terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed in full concurrence by the parties thereto.

IN WITNESS WHEREOF, the undersigned signatories declare they are authorized to enter into this Agreement and sign on behalf of their respective party. All portions of this Agreement have been acknowledged by CONTRACTOR and CITY. The parties hereto have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR.

CONTRACTOR – JOHNSON ENGINEERING, LLC.

_____
Witness

By: _____

Print Name: _____

Date: _____

Address for giving Notices:
2122 Johnson Street
Fort Myers, FL 33901

CITY OF PUNTA GORDA

_____
Witness

By: _____

Print Name: _____

Date: _____

Address for giving Notices:
Procurement Office
326 W. Marion Avenue
Punta Gorda, FL 33950

EXHIBIT A

POSITION/FEE SCHEDULE

FIRM	JOHNSON ENGINEERING		
POSITION	**JOB DESCRIPTION**	**STAFF NAME(S) FOR POSITION**	**PROPOSED HOURLY RATE**
Principal	The Principal-in-Charge is a Registered Professional Engineer who holds full project responsibility and authority to represent the firm. It is his responsibility to assure that all necessary corporate and staff resources are available. The authority of the Principal-in-Charge, combined with an extensive understanding of the work to be performed, provides the project team and staff with strong leadership, technical direction and expert supervisory guidance of all work undertaken by the firm. The Principal is ultimately responsible and accountable to provide excellence in Customer Service and Quality for all company work performed. Duties include management and oversight of all personnel, projects, production control, budgeting, task scheduling, coordination, and review.	Erik Howard	$ 377.00
Senior Project Manager	When warranted, a Senior Project Manager is assigned to projects of broad scope and impact. This position may be allowed when the City requires a prinicpal to provide services due to expertise and knowledge. This positon may oversee less senior project managers or soley assume the role and responsibility of the Project Manager.	David Troutead	$ 345.00
Project Manager	A project manager is the person responsible for accomplishing the stated project objectives. Key project management responsibilities include creating clear and attainable project objectives, building the project requirements, and managing the triple constraint for projects, which are cost, time, and quality (also known as scope). A project manager is the client representative and has to determine and implement the exact needs of the client, based on knowledge of the firm they are representing. The ability to adapt to the various internal procedures of the contracting party, and to form close links with the nominated representatives, is essential in ensuring that the key issues of cost, time, quality and above all, client satisfaction, can be realized.	Chris Beers	$ 317.00
Senior Engineer/Engineer of Record	A Licensed Professional Engineer who leads the design of the project. They works closely with the Project Manager to ensure the needs of the client are being met along with ensuring the product design meets the standard of care required for the design of the project and are in accordance with current codes and rules. This job may have varying degrees of supervisory responsibility at the project or task levels. May plan, schedule, coordinate and oversee the work of task leads or lower-level engineers or technicians who assist with particular projects.	Louis Nagle, PE	$ 257.00
Engineer	A Licensed Professional Engineer is responsible for a particular technical aspect of the project and is the person who usually does the layout or calculations for the Senior Engineer or Project Manager. The Engineer works under the Project Manager of the the Senior Engineer. Depending on the size of the project or the firm, the Project Engineer may also produce the CAD/D plans.	Eugenia Cieura	$ 212.00
Associate Engineer	A Licensed Professional Engineer Responsible for performing routine engineering work and for occasionally handling minor engineering projects; also assists in various phases of major projects.		$ 190.00

FIRM	JOHNSON ENGINEERING		
POSITION	**JOB DESCRIPTION**	**STAFF NAME(S) FOR POSITION**	**PROPOSED HOURLY RATE**
Engineering Intern (Registered EI)	Registered Engineering Intern using established procedures and working under immediate supervision, performs assigned tasks. Work is routine and instructions are usually detailed.	Brad Sundermier	$ 179.00
Senior Designer	Discipline designer, drafting lead and/or drafting approver on multidiscipline projects, multiple projects, and large, complex projects. May serve as project manager on less complex projects.		$ 190.00
Designer	The design engineer takes care of the inner workings/engineering of a design and works under the direction of a Senior Designer, Senior Engineer or Project Manager		$ 165.00
Senior Technician	May oversee less senior Technican Positions. Perform highly complex technical and analytical office and field engineering work involving drafting, surveying, mapping, design and related engineering/design activities. They must be able to assemble technical specifications and produce cost estimates in conjunction with the engineered plans. From base design of project at the beginning to as-built/record documentation at the end, they must communicate with field personnel and competently utilize data collected for the project.		$ 190.00
Technician	The Technician position is a engineering/design team member including those with entry-level skill level and up to those with years of apprenticeship, "learning by doing" under the technical supervision and training of more experienced personnel. They are involved directly with the design and engineering work production effort. Technicians must have aptitude and demonstrate continuous improvement in utilizing computer-aided drafting and design software, and other specific automated design and/or computational tools.	Administrative Tech	$ 94.00
Environmental Scientist	An Environmental Scientist is s scientist who has a minimum of a BS Degree in Environmental Science or equivalent, who works regulatory entities to ensure projects do no violate Local, State or Federal Regulations or cause adverse environmental impacts.	Gary Nychyk	$ 200.00
Environmental Permitting Specialist/ Coordinator	The Environmental Specialist is a technical expert with specific competence in the support of civil engineering, public infrastructure, and land development projects. He must have credibility and professional regard as a scientist with counterparts in federal, state, and local environmental regulatory and compliance agencies. He must be skilled in field applications of wetland science as well as issues pertaining to protected and endangered species and their habitats. The Environmental Specialist is responsible for performing scientifically valid wetland delineations and environmental field surveys for species and habitats, to include proper documentation and reporting. He must then properly and successfully negotiate the associated agency permitting, to include development and implementation of environmental mitigation plans as required in support of the engineering project work.	David Isley	$ 160.00
Senior CADD Technician	Uses CADD software to produce neat, legible construction documents that meet company quality control standards. Primarily functions as drafting lead or task lead on simple projects or as a sub-lead on large, complex projects.	Darren Anderson	$ 165.00

FIRM	JOHNSON ENGINEERING		
POSITION	**JOB DESCRIPTION**	**STAFF NAME(S) FOR POSITION**	**PROPOSED HOURLY RATE**
CADD Technician	The CADD Technician also works under the engineering staff, but requires more direction than the more experienced Senior CAD/D Technican. The CADD Technician produces the CADD plans, but the engineering staff usually must give the CAD/D explicit direction or mark-ups to go by.		$ 140.00
Principal Planner	A Principal in the company with certifications. Plans and directs projects and supplies technical inspiration, leadership and consultation to professional co-workers. May represent the organization in outside discussions and technical forums. Generally works with wide latitude for unreviewed action or decision. Manager establishes operational objectives and work plans and delegates assignments to subordinate managers.		$ 310.00
Senior Planner	Planner with certifications. Plans and conducts assignments, generally involving the larger and more important projects or more than one project. Reviews progress, evaluates results, and recommends major changes in procedures. Operates with considerable latitude for unreviewed action or decision. May represent the organization in outside discussions and technical forums.		$ 210.00
Planner	Planner with certifications. Under supervision, performs work that is varied and that may be somewhat difficult in character, but usually involves limited responsibility. Some evaluation, originality or ingenuity is required.		$ 165.00
Planning Technician	Using established procedures and working under immediate supervision, performs assigned tasks. Work is routine and instructions are usually detailed. Little evaluation, originality or ingenuity is required.		$ 150.00
Principal Landscape Architect	When warranted by the project, a licensed and registered Landscape Architech and principal of the firm. Plans and designs development of land areas for projects, such as parks and other recreational facilities, airports, highways, and parkways, hospitals, schools, land subdivisions, and commercial, industrial, and residential sites: Confers with client, engineering personnel, and architects on overall program. Compiles and analyzes data on such site conditions as geographic location; soil, vegetation, and rock features; drainage; and location of structures for preparation of environmental impact report and development of landscape plans. Prepares site plans, working drawings, construction drawings, specifications, and cost estimates for land development.	Jeff Nagle, PLA	$ 257.00

FIRM	JOHNSON ENGINEERING		
POSITION	**JOB DESCRIPTION**	**STAFF NAME(S) FOR POSITION**	**PROPOSED HOURLY RATE**
Senior Landscape Architect	When warranted by the project, a licensed and registered Landscape Architech. Plans and designs development of land areas for projects, such as parks and other recreational facilities, airports, highways, and parkways, hospitals, schools, land subdivisions, and commercial, industrial, and residential sites: Confers with client, engineering personnel, and architects on overall program. Compiles and analyzes data on such site conditions as geographic location; soil, vegetation, and rock features; drainage; and location of structures for preparation of environmental impact report and development of landscape plans. Prepares site plans, working drawings, construction drawings, specifications, and cost estimates for land development. Supervises lesser level landscape architects.		$ 210.00
Landscape Architect	Licensed and registered Landscape Architech. Plans and designs development of land areas for projects, such as parks and other recreational facilities, airports, highways, and parkways, hospitals, schools, land subdivisions, and commercial, industrial, and residential sites: Confers with client, engineering personnel, and architects on overall program. Compiles and analyzes data on such site conditions as geographic location; soil, vegetation, and rock features; drainage; and location of structures for preparation of environmental impact report and development of landscape plans. Prepares site plans, working drawings, construction drawings, specifications, and cost estimates for land development. Supervises lesser level landscape architects.		$ 165.00
Senior Landscape Designer	May supervise other design staff. Responsible for creating a rough design, working on drawing, concentrating on specs and significant factors, and determining the overall expenses involved in the project. They contribute widely in the development of state parks, recreational sites, and landscape design of highway roadsides. Their obligations also include drafting a long-term outline of a project, and creating an elaborated strategy with the help of certain specifications in building sites which very well matched with the landscape. They may conduct an on-field investigation to guide the architect and builder in making an outline of the construction that wouldn't affect the environmental design. They utilize their creative skills to blend the construction with the beauty of nature for developing a suitable, pleasant, and esthetically delighting piece of area. These areas may be customized lawns, parks, walks, main roads, etc. Landscape designers carry out detailed construction site examinations which include analysis of soil, grown plants and trees, natural and landscape lighting, visual conception, and architectural style of the intended project or property.		$ 210.00

FIRM	JOHNSON ENGINEERING		
POSITION	**JOB DESCRIPTION**	**STAFF NAME(S) FOR POSITION**	**PROPOSED HOURLY RATE**
Landscape Designer	May supervise other design staff. Responsible for creating a rough design, working on drawing, concentrating on specs and significant factors, and determining the overall expenses involved in the project. They contribute widely in the development of state parks, recreational sites, and landscape design of highway roadsides. Their obligations also include drafting a long-term outline of a project, and creating an elaborated strategy with the help of certain specifications in building sites which very well matched with the landscape. They may conduct an on-field investigation to guide the architect and builder in making an outline of the construction that wouldn't affect the environmental design. They utilize their creative skills to blend the construction with the beauty of nature for developing a suitable, pleasant, and esthetically delighting piece of area. These areas may be customized lawns, parks, walks, main roads, etc. Landscape designers carry out detailed construction site examinations which include analysis of soil, grown plants and trees, natural and landscape lighting, visual conception, and architectural style of the intended project or property.		$ 165.00
Principal Architect	When warranted by the project, a licensed and registered Architech and principal of the firm. Architects design, plan, and supervise the construction of buildings. They are responsible for the safety, usefulness, and aesthetics of their buildings. They must design structures that satisfy their clients' needs while conforming to the laws and regulations of the areas in which the structures will be built. Architects work with engineers, urban planners, contractors, and landscape architects.		$ 310.00
Architect	Architects design, plan, and supervise the construction of buildings. They are responsible for the safety, usefulness, and aesthetics of their buildings. They must design structures that satisfy their clients' needs while conforming to the laws and regulations of the areas in which the structures will be built. Architects work with engineers, urban planners, contractors, and landscape architects.		$ 210.00
Ecologist	Certified Ecologist. Ecologists are scientists who study the environment. Using knowledge of a variety of scientific disciplines, ecologists may collect, examine, and report information on the quality of soil, food, air, and water. Some typical tasks of ecologists include conducting field research, which comprises scientific processes to collect soil, plant, water, or animal samples; protect ecosystems and native wildlife; examine animals over a long period of time and observe characteristics such as the animals' life history patterns, population numbers, diet, behavior, and habitat use; analyze laboratory data; prepare written reports; monitor animal population; may supervise work of technicians and technologists; and advise clients.	John Curtis	$ 278.00

FIRM	JOHNSON ENGINEERING		
POSITION	**JOB DESCRIPTION**	**STAFF NAME(S) FOR POSITION**	**PROPOSED HOURLY RATE**
Professional Geologist	The geologist is an expert in "earth processes." The geologist prepares reports and summarizes the field work of others; sometimes, though, the geologist is a field worker, setting up sampling equipment, taking samples, interpreting the data gleaned from that sampling and measuring, and preparing the reports and synopses of the geologist's own field work. These samples might range from a simple soil test to a test of sample cores taken from project areas.		$ 310.00
Professional Surveyor	State of Florida Registered Land Surveyor. Plans, organizes, and directs work of one or more survey parties engaged in surveying earth's surface to determine precise location and measurements of points, elevations, lines, areas, and contours for construction, mapmaking, land division, titles, mining or other purposes: Researches previous survey evidence, maps, deeds, physical evidence, and other records to obtain data needed for surveys. Develops new data from photogrammetric records. Determines methods and procedures for establishing or reestablishing survey control. Keeps accurate notes, records, sketches to describe and certify work performed. Coordinates findings with work of engineering and architectural personnel, clients and others concerned with project. Assumes legal responsibility for work.	Rick Daniels, PSM	$ 216.00
Survey Technician	Land Survey Technicians work by collecting information to be used in making topographic maps; they operate survey instruments, mark boundaries on property and stake constructions. They also work indoors and assist land surveyors by doing computer-aided drafting and computations in offices.	Survey Tech	$ 99.00
Two-Man Field Party	Party consists of Survey Crew Chief, Survey Technician and all equipment and materials to perform work.		$ 205.00
Three-Man Field Party	Party consists of Survey Crew Chief, Survey Instrument Person, and Survey Technician and all equipment and materials to perform work.	3-Man Crew	$ 265.00
Four-Man Field Party	Party consists of Survey Crew Chief, Survey Instrument Person, and two (2) Survey Technicians and all equipment and materials to perform work.		$ 300.00
GPS Mapping - Two-Man Party	Party consists of GPS Technician and Survey Technician and all equipment and materials to perform work.		$ 205.00
GPS Mapping - Three-Man Party	Party consists of GPS Technician and two (2) Survey Technicians and all equipment and materials to perform work.		$ 265.00
GPS Surveying - Two-Man Party	Party consists of GPS Technician and Survey Technician and all equipment and materials to perform work.		$ 205.00
GPS Surveying - Three-Man Party	Party consists of Survey Crew Chief, GPS Technician and Survey Technician and all equipment and materials to perform work.		$ 265.00
GIS Consultant	GIS consultants work with cartography or surveying. Consultants are responsible for helping to create reports and presentations for companies while maintaining, operating, and repairing GIS map modeling programs.		$ 165.00

FIRM	JOHNSON ENGINEERING		
POSITION	**JOB DESCRIPTION**	**STAFF NAME(S) FOR POSITION**	**PROPOSED HOURLY RATE**
GIS Technician	GIS Technicians make maps, customized Geographic Information Systems (GIS) applications and manipulate data to serve a variety of purposes. They read and interpret maps, manipulate and understand digital land data and manage data entered into a GIS database.		$ 140.00
Construction Manager	Plan, direct, coordinate, or budget, usually through subordinate supervisory personnel, activities concerned with the construction and maintenance of structures, facilities, and systems. May participate in the conceptual development of a construction project and oversee its organization, scheduling, and implementation.		$ 220.00
Construction Engineering Inspector	Professional position to perform some or all phases of field assignments to obtain and record accurate and complete data. Interpret specifications, working drawings and conveys intent to the contractor. Responsible for all testing, testing coordination, equipment and equipment maintenance. Ensures compliance with specifications and statutory requirements. Perform aspects of field inspection.		$ 175.00
Construction Observor/Inpsector	Non-licensed position to conduct field inspections and construction inspection tasks and resposibilities that does not require a licensed engineer to perform. This position reports to the Construction Engineering Inspector or licensed engineer.		$ 140.00
Professional Administration	Provide complete administrative support to a department, group, or similar organizational unit.		$ 100.00
Clerical/Support staff	Personnel whose primary job is the engagement in office work.		$ 100.00
Expert Witness	A witness, who by virtue of education, training, skill, or experience, is believed to have expertise and specialized knowledge in a particular subject beyond that of the average person, sufficient that others may officially and legally rely upon the witness's specialized (scientific, technical or other) opinion about an evidence or fact issue within the scope of his expertise, referred to as the expert opinion, as an assistance to the fact-finder		1.5X hourly rate

Punta Gorda
FLORIDA

INTEROFFICE MEMORANDUM

To: **Steve Leonard, Tom Spencer, Kristin Simeone, and Melissa Reichert**
From: **Anne Heinen, Procurement Manager**
Date: June 25, 2026
Subject: **U2024105/ENG-BOOSTER/2425 – AWARD RECOMMENDATION**

Project Description (Refer to the attached evaluation for detailed information): The City of Punta Gorda desires to contract a master agreement with a qualified professional engineering firm for planning, design, permitting, and construction services necessary for constructing improvements to water mains and booster station pumping facilities.

Total Vendors noticed: 656 Vendors accessed solicitation: 14 Total Responses: 2
Responses Disqualified/Rejected: 0 (Refer to evaluation)

Final Ranking (Refer to attached minutes for evaluation details):
1. Johnson Engineering, 2. Kimley-Horn & Associates., Inc.

Selected Vendor: Johnson Engineering, LLC
Award Amount: Project Cost for Initial Phase: $664,130.00

Funding: Account #411842253365066 Project #BOOST
☑ Funds available ☐ Funds not available/transfer required ☐ Funds not available/to be appropriated

Recommendation Approval:

Steven Leonard Digitally signed by Steven Leonard DN: cn=Steven Leonard, o=City of Punta Gorda, ou, email=sleonard@cityofpuntagordafl.com, c=US Date: 2026.06.26 09:16:48 -04'00'	
Steve Leonard Date	Tom Spencer 6/26/2026 Date

Authority to award services:
☐ Procurement Manager ☐ City Manager ☒ City Council – Meeting Date: 7/8/2026

AWARD AUTHORIZATION

Recommendation Approval: Anne Heinen, Procurement Manager	6/26/26 Date	☑ Concur	☐ Nonconcurrence
Funds Verification: Kristin Simeone Digitally signed by Kristin Simeone Date: 2026.06.26 17:16:31 -04'00' Kristin Simeone, Finance Director	Date	☑ Concur	☐ Nonconcurrence
Award Approval Melissa Reichert, City Manager	6/29/2026 Date	X ☐ Concur	☐ Nonconcurrence

CITY OF PUNTA GORDA

PROCUREMENT DIVISION
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-3366
FAX: (941) 575-3340
PGPurch@CityofPuntaGordaFL.com

EVALUATION & SELECTION COMMITTEE
MEETING MINUTES
SOLICITATION # U2024105/ENG-BOOSTER/2425
December 16, 2025

MEMBERS PRESENT: Brian Fuller (BF), Steve Leonard (SL) and Tom Spencer (TS)

OTHERS PRESENT: Anne Heinen (AH)

Meeting began at 1:41 pm ET

Roll Call: Brian Fuller (BF), Steve Leonard (SL) and Tom Spencer (TS)

AH advised:

- The meetings will be recorded.
- Schedule of Interviews – Order of interviews was selected out of the hat by Billing & Collections employees
    - 1:30 pm – 2:00 pm ET – Kimley-Horn
    - 2:15 pm – 2:45 pm ET – Johnson Engineering
    - 3:15 pm ET – ESC Meeting – Final Evaluation and Selection (Public Meeting)

- Each firm shall have a maximum of 30 minutes for their interview. Procurement will give a 2-minute warning to begin wrapping up the interview. No firm will be allowed to exceed 30 minutes.
- Members shall not discuss their opinions and evaluation of the firms outside of the ESC meeting.
- Members will have discussion at today's ESC meeting at 3:15 pm ET
- Members will score each firm based on 0-5 for each evaluation criteria as was determined at the ESC meeting of December 9, 2025. Committee also determined the final score to be based on 50% of the written submittal raw scores, 50% interview/presentation raw score and full bonus points
- **Comments are mandatory. Any individual score under 3 shall be justified.**
- Procurement will collect the final score sheets to enter scores and will return the sheets to the member for use during the meeting.
- Interview/presentations are not open public meetings

Interviews:

Kimley-Horn - Start 1:43 pm - End 2:13 pm

Johnson Engineering - Start 2:22 pm - End 2:48 pm

CITY OF PUNTA GORDA

PROCUREMENT DIVISION
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-3366
FAX: (941) 575-3340
PGPurch@CityofPuntaGordaFL.com

ESC MEETING

MEMBERS PRESENT: Brian Fuller (BF), Steve Leonard (SL), and Tom Spencer (TS)

OTHERS PRESENT: Anne Heinen (AH), Procurement

Meeting began at 3:16 PM

AH advised:

- The meeting was being recorded. AH called for public comment three (3) times.
- Public Comment – Those interested in commenting, please state your name for the record. Discussion with staff is not permitted. There was no public comment.
- SL nominated as committee chair at the December 9, 2025 meeting.
- AH asked the committee members if they have been contacted by a Bidder regarding this solicitation. All members responded they have not.
- All bidders were independently evaluated by committee members
- Based on member discussion – members may adjust their scoring. Member shall advise Procurement at the end of discussion if they adjusted any of their scores.
- Member may motion to accept the final short list as presented; or a member has the right to request reranking either by applying ordinal scores or group consensus

Committee discussed each Bidder's interview. AH requested any additional comments. AH asked if any member wants to change their independent scores based on discussion. All members declined.

AH read into the record the ordinal scores of the bidder for each member, the committee ordinals scores for each bidder and ranking of bidder.

	B FULLER		T SPENCER		S LEONARD	
	RAW	ORDINAL	RAW	ORDINAL	RAW	ORDINAL
JOHNSON ENGINEERING	485.0	1	465.0	2	453.8	1
KIMLEY-HORN	475.0	2	481.3	1	435.0	2

ORDINAL SCORE		
JOHNSON ENGINEERING		4
KIMLEY-HORN		5
	0	0

SHORT LIST RANKING	**SHORT LIST ORDER**	
1	1	Johnson Engineering
2	2	Kimley-Horn

TS motioned to accept the short list as presented based on ordinal scores, BF seconded, all are in favor.

BF nominated SL to negotiate with Procurement with the top ranked firm, TS seconded, SL accepted, all are in favor.

AH requested factors for negotiation from the members. Members did not indicate any factors for negotiations.

BF motioned to disband the committee with the right to reconvene if necessary at a later date and adjourn the meeting at 3:28 PM, TS seconded, all are in favor.

FIRM:	*JOHNSON ENGINEERING*						
	Weight	B FULLER		T SPENCER		S LEONARD	
EVAL CRITERIA							
Cost Benefit Analysis	25	5	125	5	125	4.5	112.5
Capacity and Growth Meth.	25	5	125	5	125	4.5	112.5
Purpose specified water lines	25	5	125	5	125	5	125
similar project and outcome	25	5	125	4	100	4	100
SUBTOTAL INTERVIEW RAW SCORE			**500**		**475**		**450**
50% OF INTERVIEW RAW SCORE			**250**		**237.5**		**225**
50% OF WRITTEN RAW SCORE			**230.00**		**222.50**		**223.75**
BONUS POINTS							
M/WBE Certification			0		0		0
Volume of Work			5		5		5
TOTAL RAW SCORES/BONUS			**485.0**		**465.0**		**453.8**

FIRM:	*KIMLEY-HORN*						
	Weight	B FULLER		T SPENCER		S LEONARD	
EVAL CRITERIA							
Cost Benefit Analysis	25	5	125	4.5	112.5	4.5	112.5
Capacity and Growth Meth.	25	5	125	4	100	4.5	112.5
Purpose specified water lines	25	4	100	5	125	4	100
similar project and outcome	25	5	125	5	125	4.5	112.5
SUBTOTAL INTERVIEW RAW SCORE			**475**		**462.5**		**437.5**
50% OF INTERVIEW RAW SCORE			**237.5**		**231.25**		**218.75**
50% OF WRITTEN RAW SCORE			**237.50**		**250.00**		**216.25**
BONUS POINTS							
M/WBE Certification			0		0		0
Volume of Work			0		0		0
TOTAL RAW SCORES/BONUS			**475.0**		**481.3**		**435.0**

	B FULLER		T SPENCER		S LEONARD	
	RAW	ORDINAL	RAW	ORDINAL	RAW	ORDINAL
JOHNSON ENGINEERING	485.0	1	465.0	2	453.8	1
KIMLEY-HORN	475.0	2	481.3	1	435.0	2

ORDINAL SCORE	
JOHNSON ENGINEERING	4
KIMLEY-HORN	5
0	0

SHORT LIST RANKING	**SHORT LIST ORDER**
1	1 Johnson Engineering
2	2 Kimley-Horn

Final Scoring

FIRM:	*JOHNSON ENGINEERING*						
	Weight	B Fuller		T Spencer		S Leonard	
EVAL CRITERIA							
Bidder Qualifications	20	5	100	5	100	4.5	90
Staff Qualifications	25	5	125	5	125	4.5	112.5
Experience/References	30	4	120	4	120	4.5	135
Detailed Project Approach	10	4	40	4	40	5	50
Timeline	15	5	75	4	60	4	60
Raw Score - Submittals			**460**		**445**		**447.5**
BONUS POINTS							
M/WBE Certification			0		0		0
Volume of Work			0		0		0
			5		5		5
TOTAL RAW SCORES/BONUS			**465.0**		**450.0**		**452.5**

FIRM:	*KIMLEY - HORN*						
	Weight	B Fuller		T Spencer		S Leonard	
EVAL CRITERIA							
Bidder Qualifications	20	5	100	5	100	4.5	90
Staff Qualifications	25	5	125	5	125	4	100
Experience/References	30	5	150	5	150	4.5	135
Detailed Project Approach	10	4	40	5	50	4	40
Timeline	15	4	60	5	75	4.5	67.5
Raw Score - Submittals			**475**		**500**		**432.5**
BONUS POINTS							
M/WBE Certification			0		0		0
Volume of Work			0		0		0
			0		0		0
TOTAL RAW SCORES/BONUS			**475.0**		**500.0**		**432.5**

	B Fuller		T Spencer		S Leonard	
	RAW	ORDINAL	RAW	ORDINAL	RAW	ORDINAL
JOHNSON ENGINEERING	465.0	2	450.0	2	452.5	1
KIMLEY - HORN	475.0	1	500.0	1	432.5	2

ORDINAL SCORE	
JOHNSON ENGINEERING	5
KIMLEY - HORN	4
0	0

SHORT LIST RANKING	**SHORT LIST ORDER**
2	1 Kimley Horn
1	2 Johnson Engineering
	3

Initial Scores

CITY COUNCIL
CITY OF PUNTA GORDA
07/ 8/2026

REGULAR AGENDA

Title:

Award of Amendment #1 to Johnson Engineering, LLC of Fort Myers FL for watermain improvements and a preliminary design report for the booster facility improvements.

Funds:

Utilities Construction Fund

$339,400.00 Account #: 41184225336506 Project Code: BOOST
Total Available Budget $3,777,402

$324,730.00 Account #: 41184235336321 Project Codes: AIRPWM, BALHWM, VIATWM each with a budget of $1,000,000 (total $3,000,000)

Recommended Action:

Staff recommends award of the Amendment to Johnson Engineering, LLC of Fort Myers, FL.

Summary:

The previous award was the Master Agreement to provide Engineering Services for Water Main and Booster Facility Improvements to Johnson Engineering, LLC of Fort Myers, FL . The Agreement includes hourly rates for negotiating future projects in the form of a specific authorization.

Staff requested a proposal based on the negotiated hourly rates from Johnson Engineering to plan, design permit and construction services to upsize water mains, which is Exhibit A. Four locations have been identified; they are as follows:

- Airport Rd between Florida Street and Waterford
- Via Tripoli from Magdalina Drive to Spanish Cay Lane
- Bal Harbor Blvd from Aqui Esta Drive to Albatross Drive
- Tropicana Drive from W. Marion Avenue to Rosa Lane

Total cost of Exhibit A is $324,730.00, and anticipated completion is 423 days.

Exhibit B is the Booster Station & 2- MG Ground Storage Tank improvements on the existing Elevated Water Tank property. This authorization will be for preliminary design services. The cost of Exhibit B is $339,400.00, which will be completed in approximately 165 days.

Total cost including Exhibit A and B is $664,130.00.

Department/Division: Procurement

EXHIBITS:

1. Agreement
2. Recommendation for Award

AMENDMENT 1
AGREEMENT #U2024105/ENG-BOOSTER/2425

THIS AMENDMENT DATED _____, 2026, IS TO THE ORIGINAL AGREEMENT *is dated _____, 2026, by and between:*

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

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

Johnson Engineering, LLC
2122 Johnson Street
Fort Myers, FL 33901
(239)334-0046

*(hereinafter called **CONSULTANT)***

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

ARTICLE 1 – WORK

SPECIFIC AUTHORIZATION B2025202/SA1: Is defined as professional services for watermain improvements and a preliminary design report for the booster facility. The Consultant shall provide all deliverables in accordance with Exhibit A and Exhibit B.

ARTICLE 2 - REPRESENTATIVE

SPECIFIC AUTHORIZATION B2025202/SA1: Utilities Engineering Manager, or their designee, who is hereinafter referred to as REPRESENTATIVE, will assume all duties and responsibilities and will have the rights and authority assigned to REPRESENTATIVE in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

*1. **CANCELLATION CLAUSE***

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

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

*2. **SPECIFIC AUTHORIZATION B2025202/SA1:** CONSULTANT and the CITY have individually and mutually agreed the Consultant will complete task in accordance with the schedule, and complete all Tasks 1 through 7, within a completion time as defined in Exhibit A and Exhibit B.*

ARTICLE 4 - CONTRACT PRICE

*1. **SPECIFIC AUTHORIZATION B2025202/SA1:** The total Not-to-exceed cost for Specific Authorization #1, Tasks 1 through 7 (Exhibit A & B), in accordance with the current Agreement Rates, is SIX HUNDRED SIXTY-FOUR THOUSAND ONE HUNDRED THIRTY AND NO/100 **($664,130.00), which is inclusive of all expenses to complete Tasks 1 through 7.***

ARTICLE 5 – PAYMENT TERMS

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

Task	***Task Description and Deliverables***	***Fee (Not to Exceed-NTE or Lump Sum-LS)***	***Task Total***
Exhibit A – WATERMAIN IMPROVEMENTS			
1.1	***Watermain Administration*** *Deliverables:* *- Project schedule and meeting minutes*	*NTE*	*$ 12,390.00*
1.2	***Watermain Design Surveys*** *Deliverables:* *- Survey to be included in plans*	*LS*	*$ 55,980.00*
1.3	***Watermain Utility Coordination*** *Deliverables:* *- Project schedule and meeting minutes*		*$ 9,680.00*
2.1	***Watermain 30% plans*** Deliverables: - Plans set PDF, Engineer's Estimate of Probable cost	*LS*	*$ 64,550.00*
2.2	***Watermain 60% plans*** Deliverables: - Plans set PDF, Engineer's Estimate of Probable cost	*LS*	*$ 49,410.00*
2.3	***Watermain 90% plans*** Deliverables: - Plans set PDF, Engineer's Estimate of Probable cost	*LS*	*$ 32,340.00*
2.4	***Watermain Final Construction Plans*** Deliverables: - Plans set PDF and two (2) prints if requested signed & sealed - Electronic CAD files, special provisions, technical specifications, and bid form.	*LS*	*$ 22,330.00*
3	***Watermain Permits*** Deliverables: 3.1 – Permit application submitted to agencies 3.2 – Respond to agency comments, revise application and plans if necessary, coordination with City for approval of permits - Permit submittal packages pdf & correspondence	*LS*	*$ 11,840.00*

Task	*Task Description and Deliverables*	*Fee (Not to Exceed- NTE or Lump Sum- LS)*	*Task Total*
Exhibit A – WATERMAIN IMPROVEMENTS			
4.1	***Watermain Pre-Bid/Pre-Con Meetings & Administration*** Deliverables: - Attend prebid meeting - Respond to requests for information for procurement phase and construction phase	*LS*	*$ 5,320.00*
4.2	***Watermain Shop Drawings*** Deliverables: - Review shop drawings for conformance, acceptability and provide to City for approval	*LS*	*$ 5,030.00*
4.3	***Watermain Project Certs*** Deliverables: - Record Drawings - Statement of completion or transfer of operations forms submitted to FDEP	*NTE*	*$ 50,360.00*
5.0	***Watermain Add Services*** Deliverables: - Services on as-needed basis. Prior written approval required.	*NTE*	*$ 5,500.00*
		Exhibit A - Subtotal	***$324,730.00***
Exhibit B – BOOSTER PROJECT			
6.1	***Booster Project Administration*** Deliverables: - Progress Meeting minutes and decision log – up to 6 project meetings	*NTE*	*$ 20,280.00*
6.2	***Booster Design Surveys*** Deliverables: - Project suvey to be included in plans	*NTE*	*$ 31,600.00*
6.3	***Geotechnical*** Deliverables: - Geotechnical Report	*NTE*	*$ 44,910.00*
6.4	***Booster Utility Coordination*** Deliverables: - Notification to public and private utilities - Identification of utilities registered	*LS*	*$ 3,330.00*
6.5	***SWFWMD Pre-Application Meeting*** Deliverables: - Minutes of meeting	*LS*	*$ 1,100.00*
6.6	***Environmental Services*** Deliverables:	*NTE*	*$ 55,210.00*

Task	*Task Description and Deliverables*	*Fee (Not to Exceed-NTE or Lump Sum-LS)*	*Task Total*
Exhibit A – WATERMAIN IMPROVEMENTS			
	- Services conducted within the 2+ acre non-wetland project site - Protected species survey		
7.0	***PDR & 30% PLANS*** Deliverables: - Progress meeting minutes, PDR Draft, PDR Final, City Council submission package with visual presentation. - Engineer's opinion of probable cost. - 30% PDF Plans Set & City Council Presentation	*LS*	*$182,970.00*
	Exhibit B - Subtotal		***$339,400.00***
	EXTENDED TOTAL - TASKS 1 THROUGH 7		***$664,130.00***

PROJECT RECORDS – OPTIONS FOR FINAL PAYMENT ON SPECIFIC AUTHORIZATION:

OPTION 1: Final payment is contingent upon the CONSULTANT complying with Florida Statute 119.0701 Public Records, which requires the CONSULTANT to transfer to CITY, at no cost, all CITY project documents in their possession and considered to be public records in accordance with Florida Statute 119. The documents may be in paper form or electronic PDF format.

1. **Final payment application for payment shall include the following documentation. Failure to submit the following documentation or required data shall result in the CITY non-payment of the application until all documentation is received and correct.**

   a. A copy of all subconsultant and project invoices, which clearly displays dates of service performed or materials received, description of services performed or expense, cost of services performed or materials purchased, name of subconsultant or supplier.

   b. Subconsultants shall be responsible for furnishing the above documentation to the CONSULTANT with the invoices.

OPTION 2: CONSULTANT elected to assume full responsibility to keep and maintain all public records to perform the service under this Agreement. The CONSULTANT is fully responsible to meet all applicable requirements for retaining public records in accordance with CHAPTER 119, FLORIDA STATUTES. Payments will be made for work performed in accordance with this Agreement, Amendments, and/or authorized change orders, which are documented on an Invoice or Application for Payment and validated by the CITY REPRESENTATIVE for payment within six (6) months after completion of this Agreement. Any untimely submission of Invoice or Application for Payment beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as unreasonable delay in pursuing a claim. Time shall be deemed of the essence with respect to the timely submission of Invoice or Application for Payment under this Agreement.

ARTICLE 6 - MISCELLANEOUS

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

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

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

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

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

CITY OF PUNTA GORDA	**JOHNSON ENGINEERING, LLC.**
BY: _____	*BY:* _____
Print: _____	*Print:* _____
WITNESS: _____	*WITNESS:* _____
ADDRESS FOR GIVING NOTICES: *Procurement Office* *326 West Marion Avenue* *Punta Gorda, FL 33950*	*ADDRESS FOR GIVING NOTICES:* *2122 Johnson Street* *Fort Myers, FL 33901*

Section – Township – Range: 29-41-23
County: Charlotte
Consultant: Johnson Engineering, LLC.

Latitude: 26.878625
Longitude: -82.025159
City: City of Punta Gorda

Exhibit A is only for the Infrastructure Improvements (Watermains) services.

#	Infrastructure Improvements	Length (LF)	Acreage (Acs)	Notes
1	Airport Rd 12" Water Main Upsizing from 6" AC (Waterford to Florida St)	5,000±		NW corner
2	Via Tripoli 8" Water Main Upsizing from 6" PVC (Magdalina to Spanish Cay)	500±		7 services & (2) intersections
3	Bal Harbor 16" Water Main Upsizing from 10" PVC (Aqui Esta to Albatross)	3,000±		Commercial/residential, (8) intersections
4	Tropicana Dr 8" Water Main Upsizing from 6" AC (Marion to Rosa Ln)	802±		3 homes, condos, & (4) intersections
5	Burnt Store Elevated Storage Tank Site		20.8±	2+ acres site topo & trees, wetlands, & boundary
	Subtotals	**9,302**	**20.8**	

Figure A: Water Main Improvements & Site Survey Area Table: measurements of scope

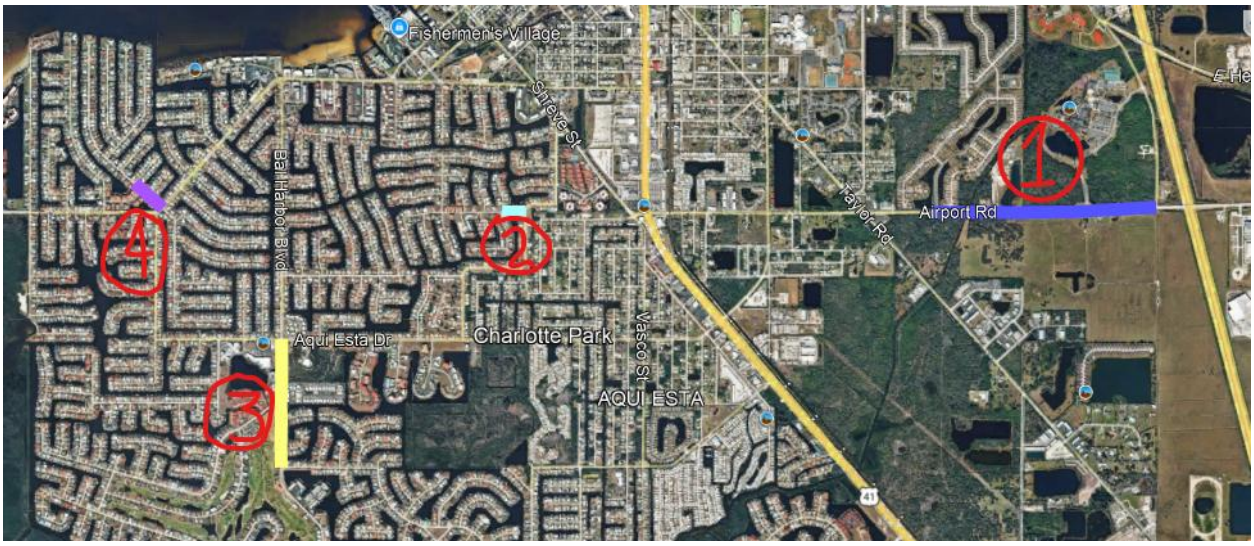


Figure B: Watermain Improvements

The following is copied from the Solicitation U2024105/ENG-BOOSTER/2425:

The City of Punta Gorda desires to contract with a qualified professional engineering firm for planning, design, permitting, and construction services necessary for constructing improvements to water mains and booster station pumping facilities:

DESCRIPTION

2. Infrastructure Improvements:

2.1. Upsize approximately 5,000 LF of existing 6" AC water main along Airport Rd between Florida Street & Waterford to a 12" main.

2.2. Upsize approximately 500 LF of existing 6" PVC water main along Via Tripoli from Magdalina Drive to Spanish Cay Lane to an 8" main.
2.3. Upsize approximately 3,000 LF of existing PVC water main from a 10" to a 16" main along Bal Harbor Blvd from Aqui Esta Drive to Albatross Drive.
2.4. Upsize 802 LF of existing 6" AC water main to 8" along Tropicana Drive from W Marion Ave to Rosa Lane.

UNDERSTANDING
The following shall be the basis for the scope of work:

1) The infrastructure improvements (watermains) shall be fully surveyed, designed, and permitted regardless of the Booster Station & 2-MG Ground Storage Tank portion results.
2) All infrastructure improvements (watermains) shall be surveyed, designed, and permitted as separate and individual projects for permitting clarity.
3) All infrastructure improvements (watermains) shall be considered for a single bid package for the City to have a single purchasing transaction, award, and construction project.
4) All watermains are in current occupied and maintained Right-of-Way (R/W), therefore no environmental, protected species survey(PSS) is included in this scope. If any environmental or PSS is requested, those services shall be negotiated at that time.

APPLICABLE STANDARDS
All plans and designs are to be prepared with English values. The latest editions, unless noted otherwise at the time this agreement is executed, of the following manuals and guidelines shall be used as resources and reference materials in the performance of the SUBCONSULTANT's work, listed in order of precedence:

1) City of Punta Gorda Utility Engineering Section Standards and Utility Drawings (2012) as found at, https://www.ci.punta-gorda.fl.us/government/water-waste-water/utility-engineering-cad-drawings.
2) City ordinances and design standards, where standards are in conflict, CITY standards shall govern.
3) Manual of Uniform Minimum Standards for Design, Construction, Maintenance of Streets and Highways, FDOT.
4) FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance of Streets and Highways (Florida Greenbook) latest Edition.
5) FDOT Roadway Traffic and Design Standards.
6) FDOT Standard Specifications for Road and Bridge Construction.
7) FDOT Design Manual.

TASK 1.0 WATERMAIN PRELIMINARY PROCESS
The CONSULTANT shall undertake a PRELIMINARY Engineering process program, which shall include the following:

TASK 1.1 WATERMAIN PROJECT ADMINISTRATION:
CONSULTANT shall provide management services necessary to effectively administer the project including coordination of disciplines and Sub-Consultants, contract and billing maintenance, schedule generation and maintenance, and maintaining regular communication with the CITY.

TASK 1.2 WATERMAIN DESIGN SURVEYS
The CONSULTANT shall perform such field and office survey services as may be required to provide topographic and horizontal control information for the design of Table B: Infrastructure Improvements. The results of this survey are to be provided in the construction plans.

Horizontal data will be in feet and shall be projected on the Florida State Plane Coordinate System, West Zone, NAD83(2011). Vertical data will be in feet and shall be referenced to the North American Vertical Datum of 1988 (NAVD88).

Services for the Watermain components of the scope of work (Figure A) shall include:

1. The CONSULTANT shall research the public records available on the Charlotte County Property Appraiser and Charlotte County Clerk of Court websites and coordinate with the CLIENT to locate parcel deeds, recorded plats, and right-of-way maps pertinent for the delineation of right-of-way lines.
2. The CONSULTANT shall perform a field survey to establish horizontal and vertical control for the project and set project control points at a maximum of 500-foot intervals (Min. of two (2) benchmarks (BMs) at each individual project element.
3. The CONSULTANT shall perform a field survey to locate, verify, or establish the right-of-way lines, and prepare a survey base map. This is NOT a boundary survey.
4. The CONSULTANT shall perform a field survey to collect the horizontal and vertical data of visible above-ground improvements, visible above-ground drainage structures and conveyances, driveways, signs, streetlights, obtain cross-sections from centerline to east right-of-way at approximately 100-foot intervals, and locate significant changes in topography along said project.
5. The CONSULTANT shall prepare an existing condition map delineating road rights-of-way, visible above-ground improvements, visible above-ground utilities, and topographic data; in be included in the design plans.
6. The CONSULTANT shall provide digital files in AutoCAD Civil 3D and Adobe PDF formats of the map to the City.
7. Title search or abstract is not part of this scope.
8. No Subsurface Utility Engineering/Survey (SUE) services are included in this scope.

TASK 1.3 WATERMAIN UTILITY COORDINATION

Initial Utility Notification

A notification will be sent by the CONSULTANT to known utilities (public & private) which may have facilities installed within the project corridor, transmitting a conceptual drawing (to include an aerial) for the project location, and requesting the utility to submit plans of existing and proposed facilities and submit their comments relative to the proposed project. The notice to the utilities may indicate a proposed timeframe of construction if provided by the City. The notice will also require a response, even if no utilities are to be affected or in the vicinity of the project. Consultant will call in Sunshine One Design Ticket for identification of utilities registered in the Sunshine system at time of field survey.

Coordination of other Utilities Relocations/Adjustments

The required utility relocations/adjustment will be designed by the affected utility (gas, electrical, telephone, cable television, etc.). Designs will be in a format suitable for inclusion in bid documents prepared by the utility and will not require any plan preparation effort on the part of the CONSULTANT. The contract schedule is based upon receipt of the relocation/adjustment plans from the utilities within (10) calendar days from submission of the 30%, 60% & 90% plans to the utilities. The relocation/adjustment sheet(s) (if any) will be deliverable for this task.

Task 1 Deliverables: Project Schedule and copies of Meeting Minutes, Project survey to be included in the plans.

TASK 2.0 WATERMAIN CONSTRUCTION PLANS (Engineering Phase)

The CONSULTANT shall furnish design services necessary to perform project design and prepare construction plans and specifications.

Construction plans shall be prepared to include (but not limited to) the following content necessary to convey the intent of the design for the scope of services outlined herein:

- Cover sheet
- Aerial
- Existing conditions (topography, survey data)
- Key Map
- Plan & Profile Sheet(s)
- Utility relocation/adjustments plan(s) (by others)
- Cross Sections
- Typical sections
- Suggested Maintenance of traffic (if necessary)
- Erosion control plan (BMPs)
- City Utilities Details
- Details

The CONSULTANT shall conduct project plan reviews with the City in accordance with the following schedule:

30%, 60%, and 90% Reviews

Each review shall include appropriate plans, displays, and visual aids, and may be supplemented by a verbal presentation. Each review shall be scheduled for ten (10) business days for City review. Plan development at the respective submittal stages shall conform to the following:

TASK 2.1 Watermains 30% Plans

The CONSULTANT shall submit electronic copies as an Adobe (PDF) version to the City for review. The CONSULTANT will be responsible for submittal to any private utility and stakeholder for their reviews. The plans shall depict existing topographic features, existing rights-of-way, property lines and easement lines (as appropriate), existing utilities, and shall contain the following:

A Cover Sheet
B General Notes
C Aerial
D Key Map
E Plan sheet(s)
F City Utilities and private utilities known

TASK 2.2 Watermains 60% Plans

The CONSULTANT shall submit electronic copies as an Adobe (PDF) version to the City for review. The CONSULTANT will be responsible for submittal to any private utility and stakeholder for their reviews. The plans shall depict existing topographical features, existing rights-of-way, property lines and easement lines (as appropriate), existing utilities, and shall contain more developed sheets as listed in the 30% task.

A Cover Sheet
B General Notes
C Aerial
D Key Map
E Plan & Profile sheet(s)
F Existing cross-section sheet(s)
G City Utility Details sheets (if necessary)
H Proposed preliminary additions to existing rights-of-way and easements (if required)
I City Utilities and private utilities known and established by survey
J Proposed maintenance of traffic plans (if necessary)

An electronic copy (PDF) of the technical documents, special provisions, and draft itemized bid quantities shall be provided by the CONSULTANT.

TASK 2.3 Watermains 90% Plans (Detail Plans and Specifications)

The CONSULTANT shall submit an Adobe (PDF) version to the City, stakeholders, and utilities for review. The CONSULTANT will be responsible for submittal to any private utility and stakeholder for their reviews. The plans shall be complete construction plans, including a suggested plan for maintenance

of traffic, construction phasing (where required), and utility relocations/adjustments. A preliminary opinion of the cost of constructing the project will be supplied with the itemized bid sheet. Copies of the required permits obtained at this time shall also be provided.

Task 2.1 – 2.3 Deliverables: Plans Sets (PDF packages) at each stage and Engineers Estimate of Probable Costs (EOPC) at 60% & 90% stages.

TASK 2.4 FINAL CONTRACT AND BID DOCUMENTS
Once permits/approvals have been received, these permits/approvals and associated conditions have been approved by the City, a final set of bidding and contract documents will be prepared for the construction of improvements. This task will include the following:
TASK 2.4.1 Final plans, appropriate supporting documents, engineer of record's computation sheets, and an opinion of probable construction costs.
TASK 2.4.2 Special provisions and other appropriate contract documents for incorporating permitting agencies permit requirements in the bid documents.
TASK 2.4.3 Special provisions, technical specifications, and requisite bid forms, in format provided by the City, suitable for inclusion with other contract documents to be prepared by the City.

Task 2.4 Deliverables: WATERMAIN FINAL CDs (Construction Documents)
The CONSULTANT will provide an Adobe (PDF) set, two (2) sets of prints (if requested) of final plans (signed and sealed), electronic CAD files, special provisions, technical specifications, and bid form. The special provisions and technical specifications will be submitted in Microsoft Word format also. The bid form will be submitted in Microsoft Excel format. The entire package will also be provided in Adobe (PDF) format.

TASK 3.0 WATERMAIN PERMITS
The CONSULTANT shall assist the City to prepare permit applications, data, and drawings required for submittal to the applicable local, state agencies having permit jurisdiction. This shall include the City Utilities review & Florida Department of Environmental Protection (FDEP). All watermains are considered in occupied and maintained City R/W.

The City is responsible for permit application filing fees for all local/state/federal applications. Any mitigation or scheduled assessment fees will be paid by the City.

The coordination and permitting process shall be as follows:

TASK 3.1 Permit Application
Permit application forms, including required design information and data, shall be completed by the CONSULTANT prior to the basic plans (60%) review, and submitted to the City for appropriate signature. The CONSULTANT shall then submit the permit application(s) to the appropriate agencies after City approval of the plans.

TASK 3.2 Permit Application Revisions
The CONSULTANT shall respond to agency review comments (requests for additional information (RAI) and clarifications), revise applications and basic plans, submit additional material required to support the proposed design and permit application(s), if required, and coordinate with the City and permitting agencies to obtain approval of the permits. Such a response shall be made within thirty (30) days subsequent to the agency requests. Requirements of permitting agencies shall be incorporated into final contract documents.

Task 3 Deliverables: Permit submittal packages (PDF sets) & correspondence.

TASK 4 WATERMAIN CONSTRUCTION PHASE SERVICES

After approval of construction plans and bidding documents by the City, the CONSULTANT shall perform the following services during construction:

TASK 4.1 Watermain Pre-Bid/Pre-Con Mtgs & Admin

The CONSULTANT shall attend and participate with the City in conducting a pre-bid meeting and pre-construction meeting. Also, any required response from the engineer of record from Requests for Information (RFIs) during the bidding/procurement phase and during construction phase are included in this task.

TASK 4.2 Watermain Shop Drawings

CONSULTANT shall review shop drawings for conformance with the contract documents and determine the acceptability, subject to City approval, of substitute materials and equipment proposed by contractors.

TASK 4.3 Watermain Project Certs

Watermain Improvements: The CONSULTANT shall perform such field and office services as may be required to prepare a record drawing and statement of completion or transfer of operations forms, for submittal to FDEP.

These construction phase services may require occasional site visits during the construction phase. It is anticipated to have at 3 hours per week for an estimated 50 week construction schedule. The engineer of record will include reviewing the daily reports of the City's on-site daily observer. City Utilities compliant As-built data and drawings are to be provided by the Contractor, as required within the construction documents. Field data to be collected and shown on the Contractor's as-built plans and provide to Engineer-of-Record in digital format, which is necessary to convey completion, as described in the required forms. Documents will be submitted by the CONSULTANT (with assistance in execution of the proper City personnel) to FDEP within thirty (30) days of the CONSULTANT being notified that construction is complete. The City proposes to have full-time inspection on-site and the City (or its sub-CONSULTANT) will provide daily site inspection services and reports.

TASK 5 WATERMAIN ADD SERVICES

This task shall not proceed until a separate authorization to proceed is issued by City (email authorization is acceptable). CONSULTANT shall perform additional services at request of City on an as-needed basis pertaining to this contract/project.

CONTRACT SCHEDULE

The schedule is contingent upon the following:

1) City review time period of ten (10) business days for each submittal.
2) Cooperation from and receipt of utility relocation/adjustment plans from affected utilities within ten (10) business days of their being provided with Grades & Geometrics (30%).
3) Cooperation from, and receipt of permits from, FDEP within thirty (30) days of submitting permit applications.
4) There is an assumption within the proposed schedule of reviewing agencies time frames for review, comment, requests for additional information and clarification of received information that is based on standard operating practices.
5) The schedule will be updated and submitted when changes occur when requested or invoice period.

It is recognized the above contingencies provide for schedules which are not controllable by the Consultant and therefore the preliminary schedule will be adjusted for any delays incurred because of these schedules not being met.

Preliminary Schedule (subject to change):

City of Punta Gorda Utilities: Watermains (WM) Improvements (Exhibit A)

Item	Description	Estimated Start Date	Target Delivery Date	Estimated Days
1	Notice to Proceed	6/1/26	6/1/26	0
2	Survey	6/1/26	6/21/26	20
3	WM 30% Plans	6/21/26	8/20/26	60
4	Review	8/20/26	9/3/26	14
5	WM 60% Plans & Docs	9/3/26	11/2/26	60
6	Review	11/2/26	11/16/26	14
7	*Permitting	11/16/26	3/16/27	120
8	WM 90% Plans & Docs	11/16/26	2/14/27	90
9	Review	2/14/27	3/1/27	15
10	WM 100% Const. Docs	3/1/27	3/31/27	30
			Total Days	**423**

* Permitting review/approval is subject to the agencies time frames not the Consultant. The estimated

CONTRACT PRICING

		Task Outline	Terms	Total
Exhibit A	1.1	Watermain Admin	NTE	$12,390
	1.2	Watermain Design Surveys	LS	$55,980
	1.3	Watermain Utility Coord	LS	$9,680
	2.1	Watermain 30%	LS	$64,550
	2.2	Watermain 60%	LS	$49,410
	2.3	Watermain 90%	LS	$32,340
	2.4	Watermain Final CDs	LS	$22,330
	3	Watermain Permits	LS	$11,840
	4.1	Watermain Pre-Bid/Pre-Con Mtgs & Admin	LS	$5,320
	4.2	Watermain Shop Drawings	LS	$5,030
	4.3	Watermain Project Certs	T&M	$50,360
	5.0	Watermain Add Services	T&M	$5,500
		Exhibit A Subtotal		**$324,730**

Section – Township – Range: 29-41-23
County: Charlotte
Consultant: Johnson Engineering, LLC.
Latitude: 26.878625
Longitude: -82.025159
City: City of Punta Gorda



Figure A: Existing Elev. Water Tank (EWT) & Proposed Booster Station/Storage Tank Location
10401 Burnt Store Rd, Punta Gorda, FL 33955 (PID: 412329434001) Acreage = 20.8± Acs or which about 2± Acs of upland will be utilized for the proposed Booster Station & 2-MG Ground Storage Tank.

The scope of work contained in Exhibit B is only for the Booster Station & 2-MG Ground Storage Tank (Booster) project on the existing Elevated Water Tank (EWT) property. The following is copied from the Solicitation U2024105/ENG-BOOSTER/2425: (all italics content is cut/paste from solicitation)

The City of Punta Gorda desires to contract with a qualified professional engineering firm for planning, design, permitting, and construction services necessary for constructing improvements to water mains and booster station pumping facilities:

DESCRIPTION

1. Perform a hydraulic, structural, and cost-benefit analysis to compare the following options for improving the water distribution system:

1.1. Option 1: Install Pumping Facilities at the Existing 1-million-gallon Steel Elevated Water Storage Tank – Install booster pump(s) at the Burnt Store Elevated Storage Tank, including an electric load center, control equipment, and emergency power equipment.

1.2. Option 2: Demolish Existing Steel Elevated Tank and Construct a New Prestressed Ground Storage Tank - Demolish the existing steel elevated tank and construct a new 2-million-gallon prestressed ground storage tank with pumping facilities, electric load center, control equipment, and emergency power provisions.

The City seeks to award a Master Agreement for this project to allow phasing of the project. The anticipated phasing is:

- *Phase I – Preliminary Design Services (Task 7 in this Exhibit B scope of work)*
- *Phase II – Design, Permitting and Bidding Services (Task 8 not in this scope of work)*
- *Phase III – Construction Engineering Services (Task 9 not in this scope of work)*

The City of Punta Gorda desires to award a contract with an initial period of five (5) years for services to accomplish the project description above.

BACKGROUND

These projects were identified in the 2023 Water Distribution System Analysis and Recommendations technical memorandum (U2024105E1). Once the recommended improvements are completed, the future system is anticipated to have sufficient capacity to meet the existing water demands plus those from planned developments on an average day, maximum month, maximum day, and peak hour with regard to pressure.

AUTHORIZATIONS

SA1

TASK 1 – PRELIMINARY DESIGN REPORT (PDR) W/CONSIDERATION OF THE FOLLOWING: (Task 7 in this scope)

- *Monthly progress meetings and minutes*
- *Prepare 30% construction plan set & one-line diagrams of any electrical design loads & control circuits*
- *Create a project schedule of work to maintain operations during the construction project*
- *Prepare an engineer's opinion of cost of the project*
- *Prepare a project construction schedule*
- *Prepare a draft and final Preliminary Design Report*
- *Present the Preliminary Design Report at a City Council meeting*

DELIVERABLES: SA1 (Task 7 in this scope)

a) Progress meeting minutes and decision log
b) PDR Draft (2) printed and PDF file. Report will provide the minimum elements of scope and plan sheets of the project limits with data identified in the PDR.
c) PDR Final (2) printed and PDF file.

SA2

TASK 2 – DESIGN, PERMITTING, BIDDING SERVICES WITH CONSIDERATION OF THE FOLLOWING: (Task 8 not part of this Exhibit B scope of work))

- *Monthly progress meetings and minutes*
- *A Project Manager will supervise and coordinate all work*
- *Prepare plans and specifications of the project described in the Preliminary Design Report. Plans and Specifications shall meet City requirements for bidding.*
- *Prepare a project schedule with tasks and deliverables*
- *The Preliminary Design Report is considered the 30% design step*
- *Prepare 60% and 90% plans and specifications progress submittals. (2) plan sets 24x36 printed sets, and files in PDF*
- *Upon review and approval by City, prepare 100% construction plans and specifications, bid schedule, and all related documents necessary for the City to issue a bid to select a contractor*
- *Submit applications to agencies for permitting*
- *Assist procurement with bidding and provide recommendation of award*

DELIVERABLES: SA2 (Task 8 not part of this Exhibit B scope of work))

a) Progress meeting minutes and decision log
b) 60% progress submittal; Plans, Specifications, Reports - (1) printed set and PDF files
c) 90% progress submittal; Plans, Specifications, Reports - (1) printed set and PDF files
d) Utility coordination notices
e) Permit applications and final agency action notices

f) 100% submittal; Plans, Specifications, Reports – (2) printed set and PDF files. Plans & specifications shall be signed and sealed by the engineer of record.
g) Schedule of values in excel format
h) Schedule of values with engineer's opinion of cost
i) RFI for bidding assistance
j) Review of bids and recommendation for selection

SA3
TASK 3 – CONSTRUCTION SERVICES WITH CONSIDERATION OF THE FOLLOWING: (Task 9 not part of this Exhibit B scope of work))

- *Monthly progress meetings and minutes*
- *Project schedule and tracking*
- *Review and Respond to RFI from contractor with recommendation to the Owner*
- *Supervise and inspection of contractor and work*
- *Compliance reporting with permit requirements*
- *Supervision and data compilation of work progress*
- *Review and recommendation to Owner of monthly pay applications*
- *Serve as engineer of record and provide on-site inspection of work*
- *Submit notice of completion for all permits*
- *Submit certification to Owner of final work completion*
- *Prepare final as-built record drawing of all work*

DELIVERABLES: SA3 (Task 9 not part of this Exhibit B scope of work))

a) Progress meeting minutes and decision log
b) Project schedule of work and monthly updates
c) RFI construction reviews
d) Compliance monitoring reports
e) Permit certification and agency notifications
f) Completion of work final certification to owner
g) Final Record Drawing plans and PDF file

APPLICABLE STANDARDS

All plans and designs are to be prepared with English values. The latest editions, unless noted otherwise at the time this agreement is executed, of the following manuals and guidelines shall be used as resources and reference materials in the performance of the SUBCONSULTANT's work, listed in order of precedence:

1) City of Punta Gorda Utility Engineering Section Standards and Utility Drawings (2012), https://www.ci.punta-gorda.fl.us/government/water-waste-water/utility-engineering-cad-drawings.
2) Southwest Florida Water Management District (SWFWMD), Environmental Resource Permitting (ERP) Information Manual.
3) City ordinances/design standards, where standards are in conflict, CITY standards shall govern.

TASK 6 BOOSTER Project Administration (SA1)

In this task the Consultant shall undertake:

1) Project Administration
2) Survey of the existing City of Punta Gorda EWT property,
3) Geotechnical investigation
4) Utility Coordination
5) Pre-application meeting w/Southwest Florida Water Management District (SWFWMD)
6) Environmental Services

TASK 6.1 BOOSTER PROJECT ADMINISTRATION:
CONSULTANT shall provide management services necessary to effectively administer the project including coordination of disciplines and Sub-Consultants, contract and billing maintenance, schedule generation and maintenance, and maintaining regular communication with the CITY. This task shall also have up to six (6) progress meetings, with minutes kept by Consultant to be distributed to the City and stakeholders.

TASK 6.2 BOOSTER DESIGN SURVEY
The CONSULTANT shall perform such field and office survey services as may be required to provide boundary, tree, topographic, and horizontal control information for the design of the Booster Station & 2-MG Ground Storage Tank. The results of this survey are to be provided in the construction plans.

Horizontal data will be in feet and shall be projected on the Florida State Plane Coordinate System, West Zone, NAD83(2011). Vertical data will be in feet and shall be referenced to the North American Vertical Datum of 1988 (NAVD88). Services for the Survey at the existing 20.8± acre City of Punta Gorda EWT parcel (Figure A) include:

a) The CONSULTANT shall research the public records available on the Charlotte County Property Appraiser and Charlotte County Clerk of Court websites to locate parcel deeds, recorded plats, and right-of-way maps pertinent for the delineation of parcel deed lines. City shall be responsible for providing a current legal description of the property to be surveyed.
b) The CONSULTANT shall perform a field survey to locate, verify, or establish the parcel boundary lines. This includes location of tidal boundary (mean high water line) in accordance with Florida Statute.
c) The CONSULTANT shall conduct a field survey to collect the horizontal and vertical data of visible above-ground improvements and visible above-ground utilities within the project area.
d) The CONSULTANT shall perform a field survey to collect topographic data for significant features, and spot elevations on an approximate 50-foot grid within the topographic survey area. Trees will be located in accordance with City Development regulations in said project area.
e) The CONSULTANT shall prepare a boundary and topographic survey delineating the parcel boundary, a description of the parcel surveyed, rights-of-way, visible above-ground improvements, visible above-ground utilities, spot elevations, and trees within the topographic survey area.
f) The CONSULTANT shall review a title commitment and/or abstract of title as provided by the City.
g) The CONSULTANT shall depict or note the encumbrances listed in said title commitment (provided by City) and/or abstract of title (provided by City) on the survey drawing.
h) The CONSULTANT shall provide six (6) signed and sealed copies of the survey, along with digital files in AutoCAD Civil 3D and Adobe PDF formats of the survey, to the City, if requested.

TASK 6.3 GEOTECHNICAL SERVICES (Subconsultant)
The CONSULTANT's SUBCONSULTANT will provide geotechnical services as follows:

1) Conduct a visual site reconnaissance of the project site and coordinate utility clearance.
2) Pond Area: Perform one (1) hand auger boring to a depth of 5 to 7 feet within the proposed pond area. Perform one (1) Standard Penetration Test (SPT) boring to a depth of 20 feet within the proposed new pond area. At the pond SPT location, perform a field permeability test.
    a. Booster Pump: Perform two (2) Standard Penetration Test (SPT) borings to depths of 25 feet within the proposed new booster pump area.
    b. 2 MG Tank: Perform six (6) Standard Penetration Test (SPT) borings to depths of 80 to 120 feet within the proposed new 2 MG tank area. Up to three (3) Shelby tube samples for consolidation testing will be gathered from the 2 MG Tank borings.
3) Identify groundwater table levels and estimate the seasonal high groundwater table level.
4) Complete clearing of access pathways for our standard drilling equipment.
5) Conduct laboratory testing on soils obtained from within the borings.

6) Visually classify and stratify all recovered soil samples in the laboratory using the USCS Soil Classification System.
7) Prepare an engineering report, which summarizes the course of study pursued, the field and laboratory data generated, the subsurface conditions encountered and our recommendations.

Upon conclusion of the geotechnical analysis, an engineering report will be prepared by Subconsultant. This report will include field and laboratory data for the site, a discussion of evaluations and conclusions, as well as recommendations. The report will be signed and sealed, and an electronic (PDF) submission will be supplied to the City.

TASK 6.4 BOOSTER UTILITY COORDINATION

Initial Utility Notification

A notification will be sent by the CONSULTANT to known utilities (public & private) which may have facilities installed within the project corridor, transmitting a conceptual drawing (to include an aerial) for the project location, and requesting the utility to submit plans of existing and proposed facilities and submit their comments relative to the proposed project. The notice to the utilities may indicate a proposed timeframe of construction if provided by the City. The notice will also require a response, even if no utilities are to be affected or in the vicinity of the project. Consultant will call in Sunshine One Design Ticket for identification of utilities registered in the Sunshine system at time of field survey.

Coordination of other Utilities Relocations/Adjustments

The required utility relocations/adjustment will be designed by the affected utility (gas, electrical, telephone, cable television, etc.). Designs will be in a format suitable for inclusion in bid documents prepared by the utility and will not require any plan preparation effort on the part of the CONSULTANT. The contract schedule is based upon receipt of the relocation/adjustment plans from the utilities within (10) calendar days from submission of the 30%, 60% & 90% plans to the utilities. The relocation/adjustment sheet(s) (if any) will be deliverable for this task.

TASK 6.5 SWFWMD Pre-Application Meeting

The Consultant shall conduct a SWFWMD Pre-Application meeting is a formal agency meeting. The Consultant shall request and attend a meeting with representatives of SWFWMD to review the proposed project and to obtain their comments and areas of concern, which shall be included in plans. Minutes of these meetings will constitute the deliverable.

TASK 6.6 Environmental Services

It is understood the property shown above totals approximately 20.8± acres and only about two (2) acres are needed to accommodate the proposed project. It is understood the CITY desires to project limits that does not contain wetlands or require wetland mitigation for development. Therefore, consultant shall first identify approximately project limits near the existing EWT for the “project site” that do not contain jurisdictional wetlands (subject to agency verification). All environmental services stated below shall only pertain to and be conducted within the 2± acre non-wetland selected “project site”.

Task 6.6.1 Protected Species Survey (PSS)

Consultant shall conduct a PSS within the project area to assess potential state and/or federal listed species occurrence. The survey will consist of pedestrian transects by Consultant ecologists in accordance with methodologies accepted by the Florida Fish and Wildlife Conservation Commission (FWC), U.S. Fish and Wildlife Service (FWS), SWFWMD, and City. The methodology and findings, including locations of observed protected species and management plans, will be summarized in a PSS report format suitable to meet the permitting requirements of FWC, FWS, SWFWMD and City. This task includes preparing a habitat and land cover map in accordance with the Florida Land Use Cover and Forms Classification System (FLUCFCS) methodology. Species-specific wildlife surveys (including but

not limited to Florida bonneted bat, bald eagle, gopher tortoise, and burrowing owl) which may have seasonal requirements or specific methodologies, wildlife monitoring, agency permitting, and/or relocations are not included in this task. These services, if required by the regulatory agencies, will require a supplemental agreement unless specified herein.

Environmental Notes, Assumptions & Exclusions

1. All permit application fees, mitigation fees, and listed species recipient site fees are to be paid by OWNER.
2. All other services including, but not limited to, FWS Biological Assessments, Biological Opinions, PSS, species-specific surveys (Florida bonneted bat, panther, Eastern black rail, bald eagle, etc.), permitting, species management plans, relocations, wetland or listed species monitoring, environmental services during construction, Phase 1 & II ESAs, and cultural resource assessments, are excluded and will require a supplemental agreement, if required.
3. For all permitting assistance efforts referenced herein, it is noted that permitting is a regulatory process whereby Consultant does not guarantee permit issuance.

Task 6 Deliverables: Project Schedule and copies of Meeting Minutes, Project survey to be included in the plans, PSS, Geotechnical Report, SWFWMD Pre-App minutes.

TASK 7 BOOSTER PDR & 30% Plans (SA1)

Consultant shall conduct progress meetings (schedule TBD) & will administer minutes to City

a) Consultant will keep & update project schedule as necessary
b) Prepare PDR according to the *Technical Memorandum: Water Distribution System Analysis and Recommendations prepared by Carollo in August 2023* & with the input from City Utility Staff, ground storage tank research, and assessment of the existing EWT. This process is expected to have a Draft iteration cycle w/15-day City staff review and then a FINAL prepared. It is anticipated to have one (1) formal presentation to City Council, to be scheduled by City.
c) Consultant shall prepare 30% Plans and shall include one-line diagrams of conceptual electrical design loads & control circuits.
d) Consultant will prepare Engineer's Estimate of Probable Cost (EOPC) according to the 30% plans and knowledge obtained to this point in the project.

Booster 30% Plans

The CONSULTANT shall submit electronic copies as an Adobe (PDF) version to the City for review. The CONSULTANT will be responsible for submittal to any private utility and stakeholder for their reviews. The plans shall depict existing topographic features, existing rights-of-way, property lines and easement lines (as appropriate), existing utilities, and shall contain the following:

1) Plan sheet(s) (1"=20')
2) Conceptual Site Plan
3) Proposed typical section(s)
4) Proposed drainage concept
5) Site Utilities preliminary layout
6) One-line conceptual diagrams of electrical design loads & control circuits

Task 7 Deliverables: Progress meeting minutes, PDR Draft, PDR FINAL, City Council submission package w/visual presentation, EOPC, 30% PDF Plans Set, & City Council Presentation.

At this stage, after the City Council Presentation, the project will need written/email authorization in order to proceed to future SA2 & SA3 tasks. At which point, Consultant will provide scope/fee for future work.

CONTRACT SCHEDULE

The schedule is contingent upon the following:

1) City reviews time period of fifteen (15) business days for each submittal.
2) Cooperation from and receipt of utility relocation/adjustment plans from affected utilities within ten (10) business days of their being provided with Grades & Geometrics (30%).
3) SWFWMD responds at/within thirty (30) days of submitting permit applications.
4) There is an assumption within the proposed schedule of reviewing agencies time frames for review, comment, requests for additional information and clarification of received information that is based on standard operating practices.
5) The schedule will be updated and submitted when changes occur when requested.
6) It is recognized the above contingencies provide for schedules which are not controllable by the Consultant and therefore the preliminary schedule will be adjusted for any delays incurred because of these schedules not being met.

Preliminary Schedule (subject to change):

City of Punta Gorda Utilities: Booster Station (SA1) Improvement (Exhibit B)				
Item	**Description**	**Estimated Start Date**	**Target Delivery Date**	**Estimated Days**
1	Notice to Proceed	6/1/26	6/1/26	0
2	Survey	6/21/26	7/21/26	30
3	SITE 30% Plans	7/21/26	11/18/26	120
4	Review	11/18/26	12/3/26	15
4.5	City Presentation	TBD	TBD	TBD
			Total Days	**165**
* Task 5-10 based on City authorization to proceed.				
** Permitting review/approval is subject to the agencies time frames not the Consultant. The estimated days will vary solely based on the agencies. FYI-USACOE in the past has taken up to a year to approve.				

CONTRACT PRICING

Exhibit B (SA1)	6.1	Booster Project Admin	NTE	$20,280
	6.2	Booster Design Surveys	NTE	$31,600
	6.3	Geotechnical (Subconsultant)	NTE	$44,910
	6.4	Booster Utility Coordination	LS	$3,330
	6.5	SWFWMD Pre-App Mtg	LS	$1,100
	6.6	Environmental Services	NTE	$55,210
	7.0	PDR & 30% Plans	LS	$182,970
	Exhitbit B (SA1) Subtotal			**$339,400**

Section – Township – Range: 29-41-23
County: Charlotte
Consultant: Johnson Engineering, LLC.

Latitude: 26.878625
Longitude: -82.025159
City: City of Punta Gorda

Fee Summary Table

TOTAL CONTRACT PRICING

		Task Outline	Terms	Total
Exhibit A	1.1	Watermain Admin	NTE	$12,390
	1.2	Watermain Design Surveys	LS	$55,980
	1.3	Watermain Utility Coord	LS	$9,680
	2.1	Watermain 30%	LS	$64,550
	2.2	Watermain 60%	LS	$49,410
	2.3	Watermain 90%	LS	$32,340
	2.4	Watermain Final CDs	LS	$22,330
	3	Watermain Permits	LS	$11,840
	4.1	Watermain Pre-Bid/Pre-Con Mtgs & Admin	LS	$5,320
	4.2	Watermain Shop Drawings	LS	$5,030
	4.3	Watermain Project Certs	T&M	$50,360
	5.0	Watermain Add Services	T&M	$5,500
		Exhibit A Subtotal		**$324,730**
Exhibit B (SA1)	6.1	Booster Project Admin	NTE	$20,280
	6.2	Booster Design Surveys	NTE	$31,600
	6.3	Geotechnical (Subconsultant)	NTE	$44,910
	6.4	Booster Utility Coordination	LS	$3,330
	6.5	SWFWMD Pre-App Mtg	LS	$1,100
	6.6	Environmental Services	NTE	$55,210
	7.0	PDR & 30% Plans	LS	$182,970
		Exhitbit B (SA1) Subtotal		**$339,400**
		Project Total		**$664,130**

FEE SPREADSHEET

Proj Punta Gorda Utilities: Booster
Total: Ex A & Ex B (WM & SA1)
PM Chris Beers

Lat: 26.878625
Long: -82.025159
S-T-R: 29-41-23

Date: 5/11/26
Client: CofPG Util

		Task Outline	Terms	Total	Apex	Subs	Estimated Labor (Hours)																
							Beers	DBT	ELH	B. Sund	DEA	KAA	JOC	Gary Nychyk	Isley	Perez	Rick D	Surv Tech	WWW	L Nagle	Cieura	J Nagle	Admin	3-Man Crew
Exhibit A	1.1	Watermain Admin	NTE	$12,390	$12,390		12	16	2			8					2							
	1.2	Watermain Design Surveys	LS	$55,980	$55,980												56						18	140
	1.3	Watermain Utility Coord	LS	$9,680	$9,680		8			16	16	8												
	2.1	Watermain 30%	LS	$64,550	$64,550		8	16		40	240							39						
	2.2	Watermain 60%	LS	$49,410	$49,410		8	16		40	180													
	2.3	Watermain 90%	LS	$32,340	$32,340		8	8		24	120													
	2.4	Watermain Final CDs	LS	$22,330	$22,330		8	4		32	60	8												
	3	Watermain Permits	LS	$11,840	$11,840		8	8		20		20												
	4.1	Watermain Pre-Bid/Pre-Con Mtgs & Admin	LS	$5,320	$5,320		4	4		8		8												
	4.2	Watermain Shop Drawings	LS	$5,030	$5,030		2	2		16		4												
	4.3	Watermain Project Certs	T&M	$50,360	$50,360		40	8		160	8	4												
	5.0	Watermain Add Services	T&M	$5,500	$5,500																			
		Exhibit A Subtotal		**$324,730**	$324,730	$0	106	82	2	356	624	60	0	0	0	0	58	39	0	0	0	0	18	140
Exhibit B (SA1)	6.1	Booster Project Admin	NTE	$20,280	$20,280		16	16	16	8		4												
	6.2	Booster Design Surveys	NTE	$31,600	$31,600												24	16					8	80
	6.3	Geotechnical (Subconsultant)	NTE	$44,910		$44,910																		
	6.4	Booster Utility Coordination	LS	$3,330	$3,330		4			4	4	4												
	6.5	SWFWMD Pre-App Mtg	LS	$1,100	$1,100		2			2														
	6.6	Environmental Services	NTE	$55,210	$55,210						40		8	140	60								40	
	7.0	PDR & 30% Plans	LS	$182,970	$182,970		16	40	48	100	160	16				40			4	8	310	16		
		Exhitbit B (SA1) Subtotal		**$339,400**	$294,490	$44,910	38	56	64	114	204	24	8	140	60	40	24	16	4	8	310	16	48	80
		Project Total		**$664,130**	**$619,220**	**$44,910**	**144**	**138**	**66**	**470**	**828**	**84**	**8**	**140**	**60**	**40**	**82**	**55**	**4**	**8**	**310**	**16**	**66**	**220**
						Labor Rate	$317	$345	$377	$179	$165	$94	$278	$200	$160	$257	$216	$99	$257	$257	$212	$280	$94	$265
						Subtotals	$45,648	$47,610	$24,882	$84,130	$136,620	$7,896	$2,224	$28,000	$9,600	$10,280	$17,712	$5,445	$1,028	$2,056	$65,720	$4,480	$6,204	$58,300

Total Hours	2,739
Johnson Engineering	$619,220
Geotech Sub	$44,910
Total Project	**$664,130**

Punta Gorda
FLORIDA

INTEROFFICE MEMORANDUM

To: **Steve Leonard, Tom Spencer, Kristin Simeone, and Melissa Reichert**
From: **Anne Heinen, Procurement Manager**
Date: June 25, 2026
Subject: **U2024105/ENG-BOOSTER/2425**
B2025202/SA1 Water Main/Booster PDR – AWARD RECOMMENDATION

City Council previously approved a master agreement with Johnson Engineering, LLC, to provide professional engineering services for planning, design, permitting, and construction services necessary for improvements to water mains at 4 locations, and booster station pumping facilities.

Staff requested a proposal based on the negotiated hourly rates from Johnson Engineering, LLC,for watermain improvements which includes construction phase services. Cost for design and construction phase services is $324,730.00 to be completed in 423 days of the notice to proceed.

This authorization also includes professional service to prepare a preliminary design report for improvements to the Elevated Water Tank & Proposed Booster Station/Storage Tank Location at 10401 Burnt Store Rd, Punta Gorda. Cost for the preliminary design report is $339,400.00 to be completed in 165 days of the notice to proceed.

Total cost of the authorization is $664,130.00.

Funding: Account #41184225336506 Project #BOOST
☑ Funds available ☐ Funds not available/transfer required ☐ Funds not available/to be appropriated

Recommendation Approval:

Steven Leonard (Digitally signed by Steven Leonard DN: cn=Steven Leonard, o=City of Punta Gorda, ou, email=sleonard@cityofpuntagordafl.com, c=US Date: 2026.06.26 09:15:54 -04'00')			
Steve Leonard	Date	Tom Spencer	6/26/2026 Date

Authority to award services:
☐ Procurement Manager ☐ City Manager ☒ City Council – Meeting Date: 7/8/2026

AWARD AUTHORIZATION

Recommendation Approval:			
Anne Heinen, Procurement Manager	6/26/26 Date	☑ Concur	☐ Nonconcurrence
Funds Verification:			
Kristin Simeone (Digitally signed by Kristin Simeone Date: 2026.06.26 17:18:43 -04'00')		☑ Concur	☐ Nonconcurrence
Kristin Simeone, Finance Director	Date		
Award Approval			
Melissa Reichert	6/29/2026	☒ Concur	☐ Nonconcurrence
Melissa Reichert, City Manager	Date		

CITY COUNCIL
CITY OF PUNTA GORDA
07/ 8/2026

REGULAR AGENDA

Title: Approval to piggyback the State of Florida Alternate Contract Source (ACS) / NASPO Value Point Contract No. 43220000-NASPO-19-ACS awarded to Juniper Network, Inc., utilizing authorized reseller PC Solutions & Integration, Inc., of Miami, Florida for network upgrades.

Funds: IT Fund - Budget $500,000
$402,255.64 - Account #50202515906428 (Networking Equipment) (PROJECT #ITNWSW)
$ 43,659.00 - Account #50202515903100 (Professional Services)

Recommended Action: Staff recommends approval to piggyback the State of Florida Alternate Contract Source (ACS) / NASPO Value Point Contract No. 43220000-NASPO-19-ACS awarded to Juniper Network, Inc., utilizing authorized reseller PC Solutions & Integration, Inc., of Miami, Florida for network upgrades.

Summary: Procurement received a request to piggyback the State of Florida's Alternate Contract Source (ACS) / NASPO Value Point Contract No. 43220000-NASPO-19-ACS for Data Communications Products and Services awarded to Juniper Network, Inc., utilizing authorized reseller PC Solutions & Integration, Inc., of Miami, FL for network upgrade services.

The City of Punta Gorda IT is replacing its aging Brocade network with a modern HPE Juniper network to improve reliability, security, performance, and long-term support. PC Solutions & Integration (PCS) will manage the project from planning through implementation, including designing the new network, configuring and testing the equipment, migrating each site with minimal downtime, and providing training and documentation for City IT staff. The new solution adds centralized cloud management through Juniper Mist and Marvis AI, stronger network security with 802.1X network access control, and improved monitoring and troubleshooting capabilities. The project will be completed in phases to reduce operational impacts while providing the City with a more resilient and easier to manage network infrastructure for its facilities.

Department/Division: Procurement

EXHIBITS:

1. Recommendation for Award - Piggyback
2. PCS Statement of Work (SOW)
3. PCS Quote - Complete Network Refresh
4. Master Agreement NASPO Juniper
5. Participating Addendum State of FL NASPO Juniper

Punta Gorda
FLORIDA

INTEROFFICE MEMORANDUM

To: Bryon Maine, Anne Heinen, Kristin Simeone and Melissa Reichert
From: Linda Trojan, Purchasing Agent II
Date: June 29, 2026
Subject: G2025116/IT-DATACOMM/0251 - AWARD RECOMMENDATION PIGGYBACK - STATE OF FLORIDA ALTERNATE CONTRACT SOURCE (ACS) / NASPO VALUE POINT CONTRACT #43220000-NASPO-19-ACS FOR DATA COMMUNICATIONS PRODUCTS AND SERVICES; SPECIFIC AUTHORIZATION: B2025204/IT-HPEJUNIPER/0251

Procurement has received a request to piggyback the State of Florida's Alternate Contract Source (ACS) / NASPO Value Point Contract No. 43220000-NASPO-19-ACS for Data Communications Products and Services awarded to Juniper Network, Inc., utilizing authorized reseller PC Solutions & Integration, Inc., of Miami, Florida. The contract commenced on March 3, 2021 and has an expiration date of September 30, 2026.

IT is replacing its aging Brocade network with a modern HPE Juniper network to improve reliability, security, performance, and long-term support. PC Solutions & Integration, Inc., (PCS) will manage the project from planning through implementation, including designing the new network, configuring and testing the equipment, migrating each site with minimal downtime, and providing training and documentation, while utilizing the State's contracted pricing and terms.

The estimated expenditure for this contract is $445,914.64.

Procurement is recommending approval to piggyback the above reference Florida State contract with Juniper Network, Inc., utilizing authorized reseller PC Solutions and Integration, Inc., of Miami, FL.

Funding: Account # 50202515906428 Project # ITNWSW - $402,255.64
Account # 50202515903100 - $ 43,659.00

☑ Funds available ☐ Funds not available/transfer required ☐ Funds not available/to be appropriated

Recommendation Approval:

B-M
Bryon Maine — 06/29/2026 Date

Authority to award services:
☐ Procurement Manager ☐ City Manager ☒ City Council – Meeting Date: July 8, 2026

AWARD AUTHORIZATION			
Recommendation Approval: Anne Heinen, Procurement Manager	6/29/26 Date	☑ Concur	☐ Nonconcurrence
Funds Verification: Kristin Simeone Digitally signed by Kristin Simeone Date: 2026.06.29 16:46:11 -04'00' Kristin Simeone, Finance Director		☑ Concur	☐ Nonconcurrence
Approval to Submit to Council for Award: Melissa Reichert, City Manager	6/30/2026 Date	☑ Concur	☐ Nonconcurrence

PREPARED FOR: **City of Punta Gorda**

PROJECT TITLE: HPE / Juniper wired network refresh

https://www.ci.punta-gorda.fl.us/

PC Solutions & Integration, Inc.

Simplify with Technology

PREPARED BY: David Paliga / Jeff Holt

W: www.pcsusa.net

E: dpaliga@pcsusa.net

E: jholt@pcsusa.net

CREATED: 06/26/2026

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INTRODUCTION

PCS provides professional network and security engineers, project managers, and experienced support staff to ensure the timely execution of any project, large or small. PCS would like to thank City of Punta Gorda for considering us as your information and communications technology integrator. We look forward to a mutually beneficial partnership.

OVERVIEW

Project Scope and Objectives

The City of Punta Gorda has a business objective to replace a legacy Brocade / Extreme wired network infrastructure , with the proposed HPE/Juniper Networks solution which includes MIST and Marvis AI management intelligence, operations and automated services. In addition to the hardware replacement, PCS will review and provide best practices deployment for the logical network and security services which will include wired-client 802.1x NAC rollout.

City of Punta Gorda
126 Harvey Street
Punta Gorda, Florida 33950
941-575-3355
PuntaGordaFL.gov

DELIVERABLES

PCS will be providing consulting services to develop migration plans, stage, configure, and implement a Juniper wired end to end network infrastructure which will include Wired Assurance NAC deployment and operations.

The HPE - Juniper wired proposal will be implemented in parallel to the existing core switches to permit the conversion of the edge switches to the new Juniper core. PCS will provide migration support to replace the Brocade VDX core switches with Juniper capable VXLAN integrations and MAC-Sec functionality.

The infrastructure provisioning requirements, i.e., VLANs and L3 boundary mappings and other required configurations will be derived from the existing configurations, information provided by customer technical resources and recommended Juniper best practices.

The in-scope switches will be staged, configured, and implemented in parallel during normal business hours prior to production migration. The in-scope switch production migration services will be required to be completed during agreed upon after-hours maintenance windows. Upon installation onto the production network the in-scope core switches will be onboarded into Juniper MIST and Marvis integrations for visualization, management, and monitoring purposes.

PROJECT OUTLINE

Project Assumptions

- There may be an out of service period required for each site to complete the configuration and integration of the network solution. Should this be determined, these times will be planned and agreed upon, and it is suggested that the customer should develop an emergency communications plan to handle any unforeseen complications during this time.
- During the implementation and test phases of the project, End User Knowledge Transfer will be performed onsite and/or remotely. The knowledge transfer would include the working knowledge of the as-built network along with daily maintenance and management of the environment.
- Both the customer and PCS will work on new rack design, rack mounting equipment, labeling, and the migration of cabling to transition from the existing equipment to the new equipment to make sure services not covered by the scope of this project are not interrupted.
- Provide workspace and power to hardware and software all equipment referenced within this scope.
- Rack space and power will be provided by the customer prior to scheduled physical installation dates.
- Implementation testing and migration validations (if required) will be conducted within both PCS lab environments, Extreme lab environments and customer greenfield non-production deployments where required.
- This scope includes the deliverables and assumptions outlined above. Any deliverables not defined are considered out of scope and subject to additional charges.
- Project professional services based upon (3) travel and onsite visits associated to one engineer not to exceed three onsite days per visit with remote services to complete the project.
- All project tasks are to be performed during normal business hours except for the migrations of the switches onto the production network. The defined exceptions above will be delivered during agreed upon after-hours maintenance windows. Normal business hours

are defined as M-F 8am to 5pm local customer time, excluding holidays. After-hours are defined as 5pm to 8am local time (including weekends). Only the pre-defined exceptions will be delivered during the after-hours outage windows. Any additional after-hours tasks are considered out-of-scope and will require a change order.

- If the customer is unable to fulfil the above responsibilities, this may result in additional delays in the project timeline.

Roles and Responsibilities

PCS Responsibilities

- PCS will designate resources to be responsible for overseeing the project and will be the single point of contact (SPOC) for all issues related to system implementation.
- The resource will assess the current physical infrastructure for the site with the customer to determine the following: space availability, equipment storage/mounting options, environmental concerns (including air flow, temperature, humidity), obstructions, ethernet and/or fiber connectivity, power availability, grounding availability, etc.
- The SPOC will coordinate equipment delivery and inventory management.
- The SPOC will manage the change request process.
- The SPOC will conduct a project closure meeting.
- PCS will provide a Project Manager to provide centralized project communications and administration as part of the overall engagement.
- The Project Manager is responsible for project completion on time and within budget.

The Project Manager will work closely with all project staff throughout the entire project. This resource will report directly to the Customer Project Manager as part of the implementation team. The PM will be responsible for:

- Review of project scope.
- Meeting with key stakeholders to determine project requirements and timelines/schedule.
- Develop and maintain project timeline.
- Create and maintain an overall project plan for implementation projects.
    - Oversee project estimations and the development of project deliverables.
    - Establish and maintain processes to manage scope throughout the project lifecycle.
    - Coordination with the construction and subcontractors' deliverables.
- Coordination of PCS and Customer resources throughout the project.
- Lead weekly status meetings to provide updates on progress, issues log, open items, next steps, and lessons learned.
- Supply meeting minutes for each status meeting.
- Maintain document repository for project team.
- Identify, document, and manage project issues.
- Ensure adherence to project quality and performance standards.
- Assess and manage risk over the project lifecycle.
- Maintain project tracking, change orders and information systems.
- Control of all the project related documents throughout the entire project.

- Gathering and providing final documentation to the customer at project completion.
- Operate as the main point of contact for HPE-Juniper.
- The customer is responsible for the transportation of all networking equipment between the closets and facilities.

Customer Responsibilities

- Designate a single point of contact for the assigned PCS project manager to work with on the project.
- The Customer will provide access to site and equipment as necessary and appropriate to complete the requirements.
- Customer will identify and designate a knowledgeable network resource from their team as the customer's primary technical contact.
- The Customer will need to actively participate in creation and execution of pre- and post-installation test plans.
- Provide all requested required information on time, to keep in good standing with the published project schedule.
- The Customer is responsible for verifying and identifying any know networking or application issues prior to start of switch node replacements.
- The Customer is responsible for the disposal of any disconnected equipment, unless removal or trade-in is specifically negotiated as part of this SOW.
- The Customer is responsible for having and maintaining the appropriate Manufacturer Service and Support contract for all equipment in scope.
- The customer technical resources will be responsible for the configuration and troubleshooting of all 3rd party software, devices and end systems to include the existing Cisco switching infrastructure.
- The customer is responsible for the transportation of all networking equipment between the closets/facilities.
- The Customer will be responsible for all new physical installations and removal of equipment.
- External network services such as DHCP, DNS, NTP, Firewall Services, and network devices/client configurations are the responsibility of the customer.
- Customer will be responsible for all infrastructure cabling which includes both fiber and copper.
- The customer is responsible for end user/end system configuration, including end user/end system certificate deployments.
- The customer will be responsible for the decommissioning and disposal of the removed networking equipment.



Planning/Discovery

Prior to implementing any of these services, several preliminary steps must be taken to ensure the successful deployment of each service.

PCS and the customer collaborate and perform an on-site evaluation of the current network data solution for the location covered within this scope. This will include a review of existing documentation and discussions with the Customer IT staff.

The evaluation may include a network audit and analysis, data collection, sample physical survey of existing physical infrastructure, obstructions, power, telecommunications cabling, to determine if the site can meet the specification needed for the proposed solution.

Stage 1 – Design:

The first step within the Design Stage will be to consolidate all the project and infrastructure requirements defined in the plan stage into a production deployment design. This design will then be reviewed in a design review session. In this meeting, all project sponsors and participants will review the preliminary design. During this meeting, PCS Professional Services will also discuss a potential migration and implementation strategy for the necessary hardware, firmware, feature sets and integration solutions.

The preliminary design may include the following:

- Firmware Revision Levels
- Feature Settings
- Migration/Implementation Plans/Schedules
- Establish and Finalize Implementation Testing Plan
- Define Communication Requirements and establish a Communication/Escalation Plan
- Develop Desired Future State Network Design, Create and Test production configurations.
- Identify Risk and discuss backout plan if required.
- Identify Staffing and Personnel Requirements as well as establish roles, responsibilities and working relationships.
- Existing Brocade switch configurations and operations review
- Review existing WLAN and VoIP operations and configurations

Stage 2 – Staging Services

To ensure a smoother installation and integration phase, PCS and the customer will conduct offline preliminary connectivity testing and operations upon completion of staging services.

- The Customer is responsible for having and maintaining current software entitlements and licenses for their existing equipment and/or services during the installation, implementation, and testing process.
- The Customer is responsible for providing a central and secure storage, staging, and testing location for any equipment purchased.
- The Customer will provide secure, remote network access to any equipment purchased for the solution so that the designated PCS Implementation Engineer can access during all the phases of the project.

Juniper configurations included and not limited to the following best practices.

- Static / OSPF / Default redistribution
- VRRP / AnyCast
- OSPF
- Multicast
- VXLAN, VTPES, VNI Integrations
- VLANS / L3 Gateways and Boundaries
- SNMP/ SYSLOG/AAA XIQ discovery readiness
- Analytics and Telemetry MIST
- Virtual Chassis
- MC LAG
- BFD

Stage 3 – Implementation

The implementation stage can be a single iteration or multiple iterations depending on the client's environment and the level of complexity involved with the hardware, firmware, feature sets and/or solutions that are being implemented.

The PCS project manager and Customer will coordinate dates and times.

PCS to perform the following activities for the implementation phase:

- Power down of the old switch
- Removal of existing patch cords from the old switch
- Removal of the old switch from the rack
- Racking of the new switch
- Powering up of the new switch
- Patching existing patch cords into the new switch
- Verification that the switch is reachable
- Bring back the old switch to the staging area for customer disposal
- Juniper MIST device onboarding and management operations verifications.

Stage 4 – Testing

The test plan jointly developed by PCS and customer will be executed. When all tests are successful, then the site will be considered operationally complete.

- Test plans should include but are not limited to the validation of the following elements:
- L2 Pathing Failovers
- L3 redundant ECMP routing path operations
- Firewall failover operations
- MIST operations visibility and alarm reporting.
- Brocade / Juniper Interoperability validation during migration phases.

Stage 5 – Training and Knowledge Transfer

The operational transfer of the solution occurs during and following the implementation phase. During this phase system testing complete, Q & A with the customer occurs, knowledge transfer occurs.

a. PCS will provide the following deliverables:
    i. Knowledge transfer will occur during the staging, configuration, and implementation phases of the project. We encourage the Client to actively participate with the PCS team and partner to share knowledge throughout the project.
    ii. Backups of post-deployment configurations
    iii. If applicable and requested, knowledge transfer and post-implementation review with Client staff (up to 4 hours).

COMPLETION CRITERIA

PCS will have fulfilled its obligations under this SOW when the following occurs:

- PCS achieves the deliverables listed in this SOW.
- Customer provides sign-off

.

PROJECT CONTROLS AND CHANGE MANAGEMENT

Change Management

To effectively determine the degree to which the project plan is being met, the PCS Project Team will follow a plan to control and manage the Customer's project through a communication plan, change control, and variance management.

- As part of the communication plan the PCS Project Team and the Customer will jointly establish the time and frequency for status meetings (or conference calls), document meeting results, and distribute meeting notes, including action items. For effective scheduling and cost control, progress measurements will start as the project begins and continually utilize throughout to measure the performance of the project.
- The project roadmap provides a baseline from which to judge progress, comparing planned activities, in-progress activities, and the actual completion of those activities.
- PCS will identify variances to plan and act to correct or limit its impact on the project.
- The PCS Project Team will utilize a change control strategy to identify and document changes to the original scope.
- The Project Team will screen and assess the impact of the change on the project timelines, obtain client approval, implement the change if required, and maintain a log of all change requests and their resolution.

Change Control Process

The following process for making changes to the project scope and/or this SOW, if needed, will be utilized throughout all phases of this project.

1. Once the SOW and requirements are agreed upon and approved by both parties, a Project Change Request (PCR attached to the bottom of this document) will be the vehicle for communicating change. The PCR will describe the change requested, the rationale for the change, and the impact the change will have on the project.
2. The PCS SPOC will receive and review the proposed change and setup a meeting with appropriate resources (including, not limited to Sales, Management, Manufacturer Support team

members, other Subject Matter Experts, etc.) to begin analysis and investigation of the request and determine feasibility, additional equipment and/or labor or resource necessary, etc. to meet the proposed change.

3. The PCS SPOC will then return an attached report to the customer with the results of this investigation including, but not limited to, recommendations, additional quotes for equipment and/or labor (if necessary), a proposed update to the project schedule (if necessary). The PCS SPOC will establish a meeting with key stakeholders from both parties, and the PCR and a subsequent investigation report will be presented and discussed by the key stakeholders. Upon signed approval of the PCR by the customer's designated SPOC based on this review, PCS will commence work as outlined in the PCR.

PROJECT DELAYS

PCS recognizes and accepts that there may be delays through the project life cycles beyond both the control of the customer and/or PCS. These can be due to obtaining project approvals, weather, personal emergencies, and/or personnel changes, etc. PCS will work together with the customer to accommodate these delays and reduce and minimize any additional cost and/or project time needed to complete the project successfully.

Delays resulting in additional cost and/or additional project time needed to complete the project will be handled through the Change Management process.

PCS reserves the right to re-assign their resources and/or re-prioritize the project based on the cause of the delays in order to make the project successful for both parties.

Authorization to Proceed

Cost of Services included within proposed solution quote $43,659.00

PC Solutions and Integration, Inc., (PCS) will provide City of Punta Gorda to implement the solution as outlined in this Statement of Work and the project requirements document.

The signature below along with a purchase order for these services is acknowledgement and agreement of the proposed scope of work and the terms and conditions set forth herein and therefore authorizes PCS to begin work on this project.

Customer

_____ Date: _____
Authorized Signature

_____ Date: _____
Print Name & Title

PC Solutions and Integrations

_____ Date: _____
Authorized Signature

_____ Date: _____
Print Name & Title

Project Change Request

Client _____ **Date of Request** _____
Submitted By _____ **Project Number** _____
PCS SPOC _____

Request

Description of Change:

_____
_____
_____

Reason for Change:

_____
_____
_____

Response

Effect on Project Schedule:

_____
_____

Risks Associated with Change:

_____
_____

Additional Labor (hrs) _____ **Additional Cost (USD)** _____

Quote Number _____

ACCEPTED AND AGREED as of the first date written by the following authorized party representatives.
Signature below indicates the Client and PCS' acceptance of this change order form and actions and responsibilities herein.

PC Solutions & Integration, Inc. (PCS)	**Client**
Authorized Signature: _____	Authorized Signature: _____
Print Name & Title: _____	Print Name & Title: _____
Date: _____	

APPENDIX – A Project Bill of Materials – Juniper Networks

APPENDIX – B Product Information

https://www.juniper.net/documentation/us/en/software/junos/mc-lag/shared-content/topics/concept/cli-reference-overview.html

https://www.juniper.net/content/dam/www/assets/datasheets/us/en/switches/ex4000-line-of-ethernet-switches-datasheet.pdf

https://www.hpe.com/us/en/juniper-qfx-series-switches.html

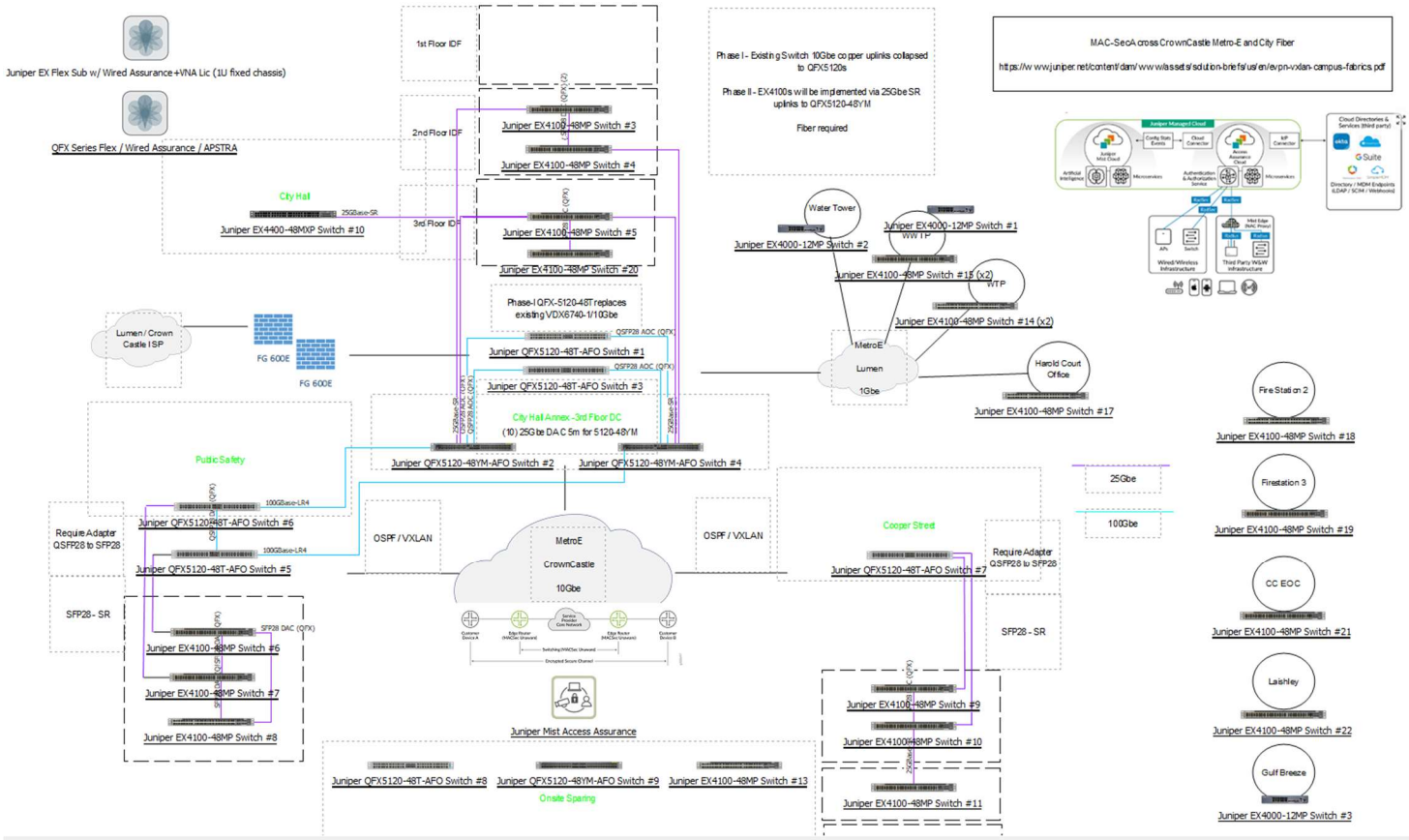
https://www.juniper.net/documentation/us/en/software/mist/mist-wireless/topics/concept/wireless-next-steps.html

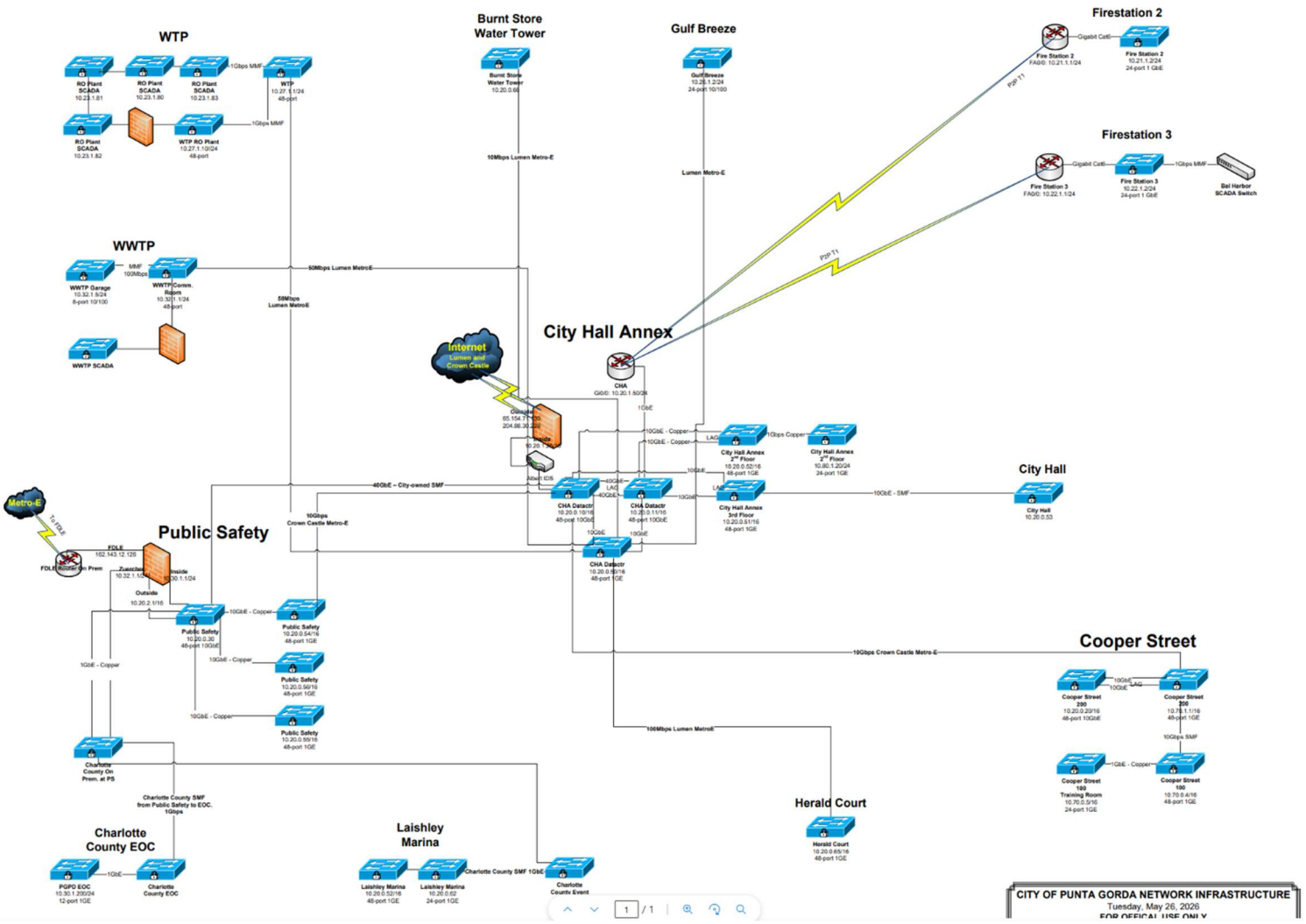
Marvis Virtual Network Assistant Overview | Mist | Juniper Networks

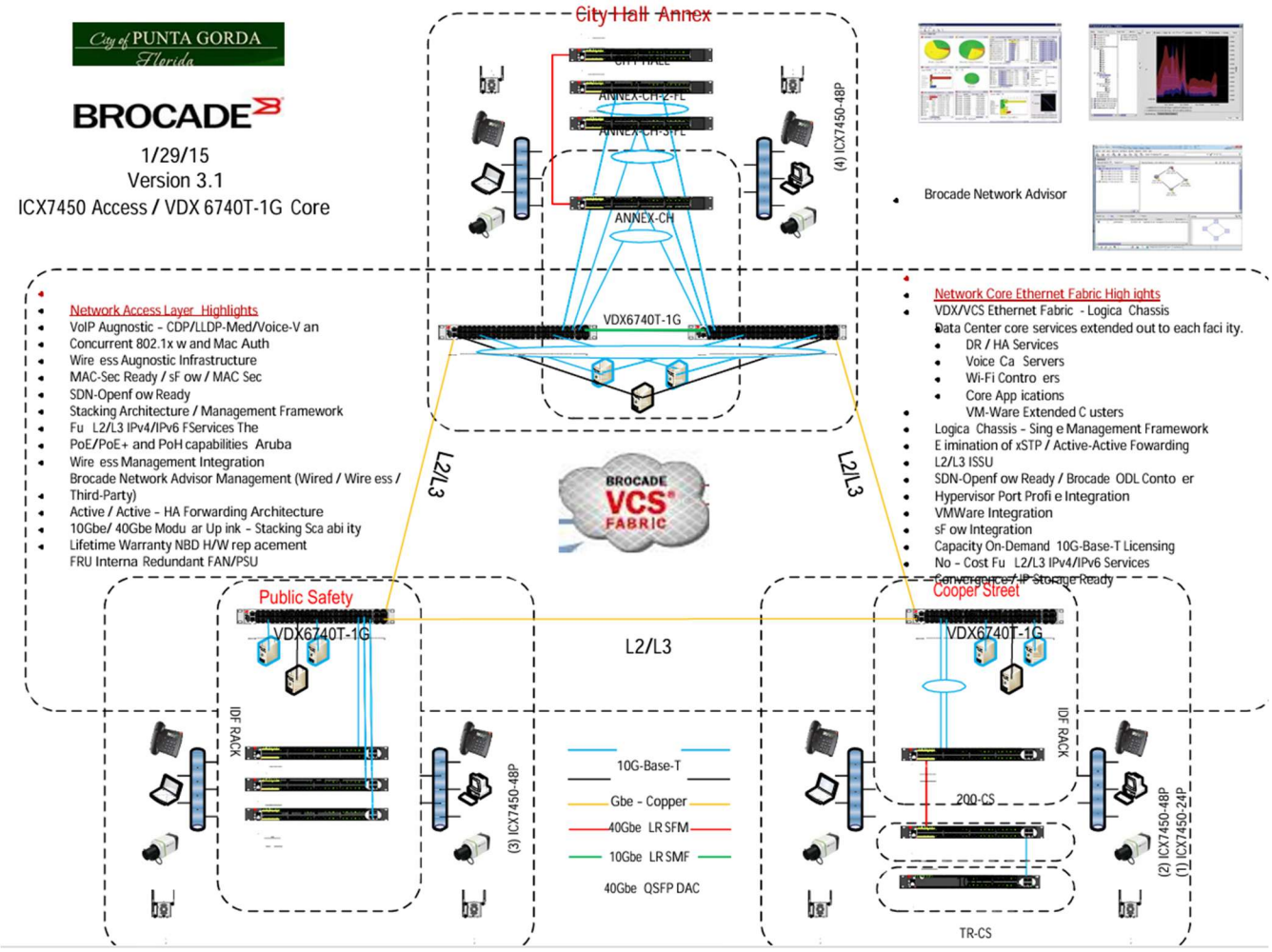
https://www.juniper.net/us/en/products/cloud-services/juniper-mist-wired-assurance-datasheet.html

https://www.mist.com/documentation/migration-to-a-juniper-campus-fabric1/

APPENDIX – C Diagram and Locations




WTP
Burnt Store Water Tower
Gulf Breeze
Firestation 2
Firestation 3
WWTP
City Hall Annex
Internet
Lumen and Crown Castle
City Hall
Public Safety
Cooper Street
Herald Court
Charlotte County EOC
Laishley Marina
CITY OF PUNTA GORDA NETWORK INFRASTRUCTURE
Tuesday, May 26, 2026


City of PUNTA GORDA
Florida
BROCADE
1/29/15
Version 3.1
ICX7450 Access / VDX 6740T-1G Core
City Hall Annex
ANNEX-CH-2-FE
ANNEX-CH-SFP+
ANNEX-CH
(4) ICX7450-48P
VDX6740T-1G
Brocade Network Advisor
Network Access Layer Highlights
VoIP Augnostic - CDP/LLDP-Med/Voice-V an
Concurrent 802.1x w and Mac Auth
Wire ess Augnostic Infrastructure
MAC-Sec Ready / sF ow / MAC Sec
SDN-Openf ow Ready
Stacking Architecture / Management Framework
Fu L2/L3 IPv4/IPv6 FServices The
PoE/PoE+ and PoH capabilities Aruba
Wire ess Management Integration
Brocade Network Advisor Management (Wired / Wire ess / Third-Party)
Active / Active - HA Forwarding Architecture
10Gbe/ 40Gbe Modu ar Up ink - Stacking Sca abi ity
Lifetime Warranty NBD H/W rep acement
FRU Interna Redundant FAN/PSU
Network Core Ethernet Fabric High ights
VDX/VCS Ethernet Fabric - Logica Chassis
Data Center core services extended out to each faci ity.
DR / HA Services
Voice Ca Servers
Wi-Fi Contro ers
Core App ications
VM-Ware Extended C usters
Logica Chassis - Sing e Management Framework
E imination of xSTP / Active-Active Fowarding
L2/L3 ISSU
SDN-Openf ow Ready / Brocade ODL Conto er
Hypervisor Port Profi e Integration
VMWare Integration
sF ow Integration
Capacity On-Demand 10G-Base-T Licensing
No - Cost Fu L2/L3 IPv4/IPv6 Services
Convergence/ IP Storage Ready
L2/L3
L2/L3
BROCADE
VCS
FABRIC
Public Safety
VDX6740T-1G
IDF RACK
(3) ICX7450-48P
L2/L3
Cooper Street
VDX6740T-1G
IDF RACK
200-CS
(2) ICX7450-48P
(1) ICX7450-24P
TR-CS
10G-Base-T
Gbe - Copper
40Gbe LR SFM
10Gbe LR SMF
40Gbe QSFP DAC

Main: 305-667-0633

Email: jholt@pcsusa.net

Web: www.pcsusa.net

Simplify with Technology

We have prepared a quote for you

Complete Network Refresh

Quote # 019643
Version 1

Prepared for:

City of Punta Gorda - FL

Prepared by:

PC Solutions & Integration

Simplify with Technology

Main: 305-667-0633

Email: jholt@pcsusa.net

Web: www.pcsusa.net

Complete Network Refresh

Quote Information:

Quote #: 019643

Version: 1
Quote Date: 06/26/2026
Expiration Date: 07/01/2026

Prepared for:

City of Punta Gorda - FL

,
Doug Joherl
(941) 575-3355
djoherl@puntagordafl.gov

Prepared by:

PC Solutions & Integration

Jeff Holt
Fax 305-667-0618
jholt@pcsusa.net

Network Refresh - Juniper

Line #	Part #	Product Description	Price	Qty	Ext. Price
43220000-NASPO-19-ACS					
1	EX4400-48MXP	12x10G, 36x2.5G Multigigabit switch with 2x100G uplink/ stacking ports. 90W POE. MACsec AES256. 2000W AC PSU. High POE budget	$5,577.74	1	$5,577.74
2	SVC-NDEX44M48XP	Juniper Care Next Day Support for EX4400-48MXP Note: Service Duration - 36 Months	$2,455.30	1	$2,455.30
3	EX-4PST-RMK	4-Post Adjustable Rack Mount Kit for EX4400, EX4300, EX4100, EX3400, EX4100F, and EX2300 Switches	$200.64	1	$200.64
4	JPSU-2000-C-ACAFO	2000W Compact AC AFO power supply for EX4400-48MXP and EX4400-48XP switches	$889.00	1	$889.00
5	EX4400-EM-4Y	4x25G SFP28 extension module for EX4400 series of switches. MACsec AES256	$1,641.10	1	$1,641.10
6	SFP-25G-SR-C	SFP28, 25GBASESR, MMF OM3 70 meters and OM4 100 meters, Standard Temperature (0 through 70 DEGREE C), Duplex LC connector	$347.28	1	$347.28
7	JNP-SFP-25GDAC-3M	SFP28, 25GE Direct Attach Copper Cable, 3 meters, Standard Temperature (0 through 70 DEGREE C), 0.5W, 26 AWG	$85.27	4	$341.08
8	QSFP-100G-LR4-C	QSFP28, 100GBASE-LR4, SMF 10 km, Standard Temperature (0 through 70 DEGREE C), Duplex LC connector	$762.43	4	$3,049.72
9	JNP-100GDAC-3M	QSFP28, 100GE Direct Attach Copper Cable, 3 meters, Standard Temperature (0 through 70 DEGREE C), 0.015W, 26 AWG	$147.24	1	$147.24
10	JNP-100GAOC-10M	QSFP28, 100GE Active Optical Cable, 10 meters, Standard Temperature (0 through 70 DEGREE C), 3.5W, DDM, Pull Tab	$481.83	4	$1,927.32

Simplify with Technology

Main: 305-667-0633

Email: jholt@pcsusa.net

Web: www.pcsusa.net

Network Refresh - Juniper

Line #	Part #	Product Description	Price	Qty	Ext. Price
11	CBL-PWR-C15MHITEMP-US	Power Cord, AC, US/Canada, C15M, 13A/125V, 2.5m, Straight Nema N5-15 to straight high temp C15M	$38.94	1	$38.94
12	EX4100-48MP	EX4100 48-Port Multi-Gig with 32 x 1G, 16 x 1G/2.5G PoE++, 4x 10G SFP+ Uplink ports, 4x 25G SFP28 Stacking/Uplink ports, redundant fans, 1 AC PSU JPSU-920-AC-AFO included (optics sold separately) with Standard SW.	$4,340.28	21	$91,145.88
13	SFP-25G-SR-C	SFP28, 25GBASESR, MMF OM3 70 meters and OM4 100 meters, Standard Temperature (0 through 70 DEGREE C), Duplex LC connector	$347.28	23	$7,987.44
14	S-EX-A-C3-3-COR	SW, EX, Advanced, Class 3 (32 or 48 ports), includes Wired Assurance and VNA subscription for EX32 or EX48 Port Switches with SVC CORE support, 3 YEAR Note: Service Duration - 36 Months	$841.83	21	$17,678.43
15	S-CLIENT-A-3	Advanced Access & IOT assurance subscription for 1 active client for 3 year Note: Service Duration - 36 Months	$14.34	300	$4,302.00
16	QFX5120-48TAFO	48X10GT+6X100G 1U AC port side intake and PSU side exhaust	$10,098.30	6	$60,589.80
17	SVC-CORQFX51-48T	Juniper Care Core Support for QFX5120-48TAFI,QFX5120-48TAFO,QFX5120-48T -DCAFI,QFX5120-48TDC-AFO Note: Service Duration - 36 Months	$2,934.85	6	$17,609.10
18	S-QFX5KC1MACSEC-3	SW, QFX5K, 48 (10G) ports + 8 (100G) ports, Class 1, MACSEC License SKU, with SVC Customer Support, 3 YEAR Note: Service Duration - 36 Months	$3,867.64	6	$23,205.84
19	S-QFX5K-C1-A2-3	3 yr term Advanced2 license for Class 1 QFX5K products Note: Service Duration - 36 Months	$7,902.58	6	$47,415.48
20	SUB-EX48-1S-3Y	3 Year Wired Assurance subscription for EX-48 port switches. Includes software updates, upgrades, cloud subscriptions, network insights. Note: Service Duration - 36 Months	$401.00	6	$2,406.00
21	QFX5120-48YMAFO	QFX5120, MACsec AES-256, 48x25G +8x100G 1U AC port side intake and PSU side exhaust	$11,359.07	3	$34,077.21
22	SVC-CORQFX51-48M	Juniper Care Core Support for QFX5120-48YMDCAO,QFX5120-48Y M-DCAI,QFX5120-48YM -AFI,QFX5120-48Y M-AFO Note: Service Duration - 36 Months	$3,403.01	3	$10,209.03

Network Refresh - Juniper

Line #	Part #	Product Description	Price	Qty	Ext. Price
23	S-QFX5KC1MACSEC-3	SW, QFX5K, 48 (10G) ports + 8 (100G) ports, Class 1, MACSEC License SKU, with SVC Customer Support, 3 YEAR Note: Service Duration - 36 Months	$3,867.64	3	$11,602.92
24	S-QFX5K-C1-A2-3	3 yr term Advanced2 license for Class 1 QFX5K products Note: Service Duration - 36 Months	$7,902.58	3	$23,707.74
25	SUB-EX48-1S-3Y	3 Year Wired Assurance subscription for EX-48 port switches. Includes software updates, upgrades, cloud subscriptions, network insights. Note: Service Duration - 36 Months	$401.00	3	$1,203.00
26	EX4000-12MP	EX4000 12-Port Multi-Gig with 4x 100M/1G/2.5GBa seT, 8x 10/100/1000Base T, PoE++, 4x 1G/10G SFP/SFP +(optics sold separately) with Standard SW	$858.62	4	$3,434.48
27	S-EX-A-C1-3-COR	SW, EX, Advanced, Class 1 (8 ports or 12 ports), includes Wired Assurance and VNA subscription for EX8 Port and EX12 Port Switches with SVC CORE support, 3YEAR Note: Service Duration - 36 Months	$358.51	4	$1,434.04
28	S-EX-A-C3-3-COR	SW, EX, Advanced, Class 3 (32 or 48 ports), includes Wired Assurance and VNA subscription for EX32 or EX48 Port Switches with SVC CORE support, 3 YEAR Note: Service Duration - 36 Months	$841.83	1	$841.83
29	EX-WMK	Wall Mount Kit for EX4400, EX4300, EX4100, EX3400, EX4100F, and EX2300 Switches	$95.60	1	$95.60
30	EX-4PST-RMK	4-Post Adjustable Rack Mount Kit for EX4400, EX4300, EX4100, EX3400, EX4100F, and EX2300 Switches	$200.64	8	$1,605.12
31	JPSU-920-AC-AFO	EX4100 and EX3400 920W AC Power Supply, Front-to-Back air?ow (power cord needs to be ordered separately)	$537.00	21	$11,277.00
32	SFP-25G-SR-C	SFP28, 25GBASESR, MMF OM3 70 meters and OM4 100 meters, Standard Temperature (0 through 70 DEGREE C), Duplex LC connector	$347.28	25	$8,682.00
33	JNP-SFP-25GDAC-1M	SFP28, 25GE Direct Attach Copper Cable, 1 meter, Standard Temperature (0 through 70 DEGREE C), 0.5W, 30 AWG	$52.82	4	$211.28
34	178071	Juniper Networks Compatible QSFP28 100G to SFP28 25G Adapter Converter Module with DDMI	$105.67	6	$634.02

Network Refresh - Juniper

Line #	Part #	Product Description	Price	Qty	Ext. Price
35	EX4000-2PSTRMK	2-Post rack mount kit for EX4000-8P, EX4000-12T, EX4000-12P and EX4000-12MP Switches only	$28.03	4	$112.12
36	EX4000-WMK	Wall mount kit for EX4000-8P, EX4000-12T, EX4000-12P and EX4000-12MP Switches only	$28.03	4	$112.12
37	SFPP-10G-SR-C	Juniper SFP+ Module - For Optical Network, Data Networking - 1 x LC 10GBase-SR Network - Optical Fiber - Multi-mode - 10 Gigabit Ethernet - 10GBase-SR	$241.85	16	$3,869.60
38	EX-RMK	Juniper Rack Mount Kit	$47.80	4	$191.20
				Subtotal:	**$402,255.64**

Professional Services

Line #	Part #	Product Description	Price	Qty	Ext. Price
39	PCS Install	See SOW for details	$43,659.00	1	$43,659.00
				Subtotal:	**$43,659.00**

Quote Summary

Description	Amount
Network Refresh - Juniper	$402,255.64
Professional Services	$43,659.00
Total:	$445,914.64

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

PC Solutions & Integration

Docusign Envelope ID: 85769468-04FB-868C-82AB-4B88F5ADDBB2

STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 3

CONTRACT #: AR3232

Starting Date: 10/1/2019

Expiration Date: 9/30/2026

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Juniper Networks, Inc. (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1)Replacing language in Attachment A: NASPO ValuePoint Master Agreement Terms and conditions, NASPO ValuePoint Program Provisions, Section 11 Price and Rate Guarantee Period, paragraphs 1,2,3 to match Attachment C – Pricing Discounts & Value Added Services language with: "% discounts are based on minimum discounts off Contractor's commercially published pricelists versus fixed pricing. Nonetheless, Orders will be fixed-price or fixed-rate and not cost reimbursable contracts. Contractor has the ability to update and refresh its respective price catalog, as long as the agreed-upon discounts are fixed."

2)Attachment C, modified to include Contractor's published pricelist, see attached.

3)Contractor agrees that all quoted pricing shall remain valid and firm for a period of no less than seven (7) calendar days from the date of quote issuance.

Effective Date of Amendment: Date of Last Signature

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Signed by: TIM BUNTING 77D0A7618...

April 21, 2026

Contractor's Signature — Date

Tim Bunting

Contractor's Name (Print)

Associate General Counsel

Title (Print)

STATE OF UTAH

DocuSigned by: D...

4/23/2026

Director, State of Utah Division of Purchasing — Date

For Division of Purchasing Internal Use			
Purchasing Agent	Phone #	E-mail Address	**Contract #**
Aimee Elliott	801-957-7125	amelliott@utah.gov	AR3232

Juniper Networks
Legal Department
Tim Bunting
Approved As To Form
Tim Bunting

Docusign Envelope ID: 85769468-04FB-868C-82AB-4B88F5ADDBB2

Attachment C - Pricing Discounts & Value Added Services

Contractor ***Juniper Networks (US), Inc.***

Section 1: Pricing Notes

1. % discounts are based on minimum discounts off Contractor's commercially published pricelists versus fixed pricing. Nonetheless, Orders will be fixed-price or fixed-rate and not cost reimbursable contracts. Contractor has the ability to update and refresh its respective price catalog, as long as the agreed-upon discounts are fixed.

2. Minimum guaranteed contract discounts do not preclude an Offeror and/or its authorized resellers from providing deeper or additional, incremental discounts at their sole discretion.

3. Purchasing entities shall benefit from any promotional pricing offered by Contractor to similar customers. Promotional pricing shall not be cause for a permanent price change.

4. Contractor's price catalog shall include the price structures of all products, services and value added items (i.e., Maintenance Services, Professional Services, Etc.) that it intends to provide under its contract. Pricing shall all-inclusive of infrastructure and software costs and management of infrastructure, network, OS, and software.

Section 2: Minimum Discount % off List

Category 1.2 Networking	
Hardware and Software (on premise)	45.00%
Cloud Services	45% (Product) 15% (Service)
Service Packages (i.e., Maintenance, etc.)	15.00%
Category 1.3 Routers, Switches, Security, and Networking Storage	
Hardware and Software (on premise)	45.00%
Cloud Services	45% (Product) 15% (Service)
Service Packages (i.e., Maintenance, etc.)	15.00%

Contractor's Published Pricelist:

https://www.juniper.net/us/en/partners/pricing/state-and-local-price-list.html

Section 3: Value Added Services

Provide the title, job description for each title, and associated hourly rate. Add additional rows as necessary.

		Hourly Rates					
		Weekday		Weekend		State Holiday	
Title	**Job Description**	**Onsite**	**Remote**	**Onsite**	**Remote**	**Onsite**	**Remote**
Maintenance Services	Maintenance Services are provided as part of the product sale at different annual program levels and sku's by product. See price list	Not priced hourly	Not priced hourly	Not priced hourly	Not priced hourly	Not priced hourly	Not priced hourly
Professional Services	Remote Managed Services are delivered under annual contracts - not via an hourly rate structure	Not priced hourly	Not priced hourly	Not priced hourly	Not priced hourly	Not priced hourly	Not priced hourly
Professional Services	Standard Consulting Rate - Network Design, Integration & Security SKU=Pro-Consult-Sec2 sold as a Daily Rate Not including T&E at $2750/Day discounted by 10%	$385/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$310/ hour based on discounted daily rate / 8hrs per day	$385/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$310/ hour based on discounted daily rate / 8hrs per day	$385/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$310/ hour based on discounted daily rate / 8hrs per day
Professional Services	Standard NMS Consulting Rate - Network Management and Software Customization SKU=Pro-Consult-APP2 - Sold as a Daily Rate Not Including T&E $2475/Day discounted by 10%	$354/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$278/ hour based on discounted daily rate / 8hrs per day	$354/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$278/ hour based on discounted daily rate / 8hrs per day	$385/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$278/ hour based on discounted daily rate / 8hrs per day
Project Management	Project Management - Standard Rate SKU=PRO-PM2-DAILY sold as a Daily Rate for Remote Services not including T&E at $2400 discounted by 10%	Custom Service Offering	$270/ hour based on discounted daily rate / 8hrs per day	Custom Service Offering	$270/ hour based on discounted daily rate / 8hrs per day	Custom Service Offering	$270/ hour based on discounted daily rate / 8hrs per day

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Attachment C - Pricing Discounts & Value Added Services

Contractor ***Juniper Networks (US), Inc.***

Deployment Services	Deployment Services associated with the integration our products are typically defined as Rack and Stack Services. Juniper only provides these services on a fixed price based and usually after a site survey has been performed. No hourly pricing available at this time.	Not Applicable /NA	Not Applicable /NA	Not Applicable /NA	Not Applicable /NA	Not Applicable /NA	Not Applicable /NA
Consulting Advisory Services	Typically fixed project based and based on Consulting area and skills required on a project basis	Custom Service Offering	Custom Service Offering	Custom Service Offering	Custom Service Offering	Custom Service Offering	Custom Service Offering
Architectural Design Services	Architectural Consulting Rate - Network Design, Integration & Security SKU=PRO-CONSULT-SEC1 sold as a Daily Rate Not including T&E at $3190/Day discounted by 10%	$434/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$359/ hour based on discounted daily rate / 8hrs per day	$434/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$359/ hour based on discounted daily rate / 8hrs per day	$434/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$359/ hour based on discounted daily rate / 8hrs per day
Statement of Work Services	Fixed Priced SOW based Services are not Hourly Rate based but are available - SKU - Pro_Custom	Custom Service Offering	Custom Service Offering	Custom Service Offering	Custom Service Offering	Custom Service Offering	Custom Service Offering
Partner Services	No expected partnered services at this time and they are typically contracted on a per project and fixed price basis	Not Applicable /NA	Not Applicable /NA	Not Applicable /NA	Not Applicable /NA	Not Applicable /NA	Not Applicable /NA
Training Deployment Services	Formal Training is sold separately, but as part of a project delivery we do provide Knowledge Transfer Workshops where both content development as well as delivery would be part of any pricing. Delivered by under our Standard Consulting Rate, SKU=Pro-Consult-Sec2 sold as a Daily Rate Not including T&E at $2750/Day discounted by 10%	$385/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$310/ hour based on discounted daily rate / 8hrs per day	$385/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$310/ hour based on discounted daily rate / 8hrs per day	$385/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$310/ hour based on discounted daily rate / 8hrs per day
[add any additional Value Added Services]							

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STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 1

CONTRACT #: AR3232

Starting Date: Unchanged

Expiration Date: Unchanged

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Juniper Networks (US), Inc. (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Within Attachment A – NASPO ValuePoint Master Terms and Conditions, the title of Section 39 is deleted and replaced with "Indemnification; Limitation of Liability" and Section 39.c & 39.d are added as follows:

c. Except for Contractor's obligations under Section 39.a and Section 39.b notwithstanding anything else herein, all liability of Contractor and its suppliers to any Participating Entity (and any Purchasing Entity under the Participating Entity) for claims arising under this Agreement, the applicable Participating Addendum, or otherwise shall be limited to the greater of (i) three million dollars ($3,000,000.00) or (ii) the money paid to Contractor by the Participating Entity under this Master Agreement in the twelve (12) month period prior to the event or circumstances that first gave rise to such liability. This limitation of liability is cumulative and not per incident.

d. In no event shall Contractor or its suppliers be liable for any (i) special, exemplary, incidental, indirect or consequential damages, or loss of or damage to data (except for a loss of Purchaser data caused by Contractor's negligence), (ii) loss of: profits, revenue, business, anticipated savings, use of any product or service, opportunity, goodwill or reputation, or (iii) wasted expenditure (other than any expenditure necessarily incurred to discharge the innocent party's duty or to mitigate its losses)

Effective Date of Amendment: As of the last signature date below.

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

DocuSigned by:
Sabiha Chunawala
4D96F32B90D348D...

March 2, 2020

Contractor's Signature — Date

Sabiha Chunawala

Contractor's Name (Print)

Vice President & Deputy General Counsel

Title (Print)

Juniper Networks
Legal Department
DocuSigned by:
Jennifer Kapatkin
Approved As To Form
Jennifer Kapatkin

STATE OF UTAH

Mar 4, 2020

Director, State of Utah Division of Purchasing — Date

For Division of Purchasing Internal Use

DocuSign Envelope ID: 2885116F-739B-46CC-B623-96AA7BE115A3

Purchasing Agent	Phone #	E-mail Address	**Contract #**
Solomon Kingston	801-957-7142	skingston@utah.gov	AR3232

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STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 2

CONTRACT #: AR3232

Starting Date: 10/1/2019

Expiration Date: 9/30/2024

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Juniper Networks, Inc. (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

The state of Utah is executing two 1 year extensions for this contract as allowed by the master agreement. The new expiration date for the master agreement will be 9/30/2026.

Effective Date of Amendment: 3/1/2024

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

DocuSigned by:
TIM BUNTING
77D6A76181D64E9...
2/13/2024

Contractor's Signature Date

Tim Bunting

Contractor's Name (Print)

Associate General Counsel

Title (Print)

STATE OF UTAH

DocuSigned by:
C38BE9DAC528424...
2/23/2024

Director, State of Utah Division of Purchasing Date

For Division of Purchasing Internal Use			
Purchasing Agent	Phone #	E-mail Address	**Contract #**
Grant Herdrich	801 957 7125	gherdrich@utah.gov	AR3232

Juniper Networks
Legal Department
Tim Bunting
Approved As To Form
Tim Bunting

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Contract #: AR3232

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

Juniper Networks (US), Inc.
Name

1133 Innovation
Street Address

Sunnyvale	California	94089
City	*State*	*Zip*

Vendor # VC0000182225 Commodity Code #: 920-05 Legal Status of Contractor: For-Profit Corporation

Contact *Name:* Roxanne Bieniek *Phone Number:* 978-589-0636 *Email:* rbieniek@juniper.net

2. CONTRACT PORTFOLIO NAME: Data Communications Products and Services.

3. GENERAL PURPOSE OF CONTRACT: Provide Data Communications Products and Services for the Award Categories provided in Attachment B – Scope of Work..

4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY2018, Solicitation# SK18001

5. CONTRACT PERIOD: Effective Date: Tuesday, October 01, 2019. Termination Date: Monday, September 30, 2024 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal Options: Two (2) one year renewal options.

6. Administrative Fee (if any): Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) of contract sales no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services

7. Prompt Payment Discount Details (if any): N/A.

8. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions
ATTACHMENT B: Scope Awarded to Contractor
ATTACHMENT C: Pricing Discounts and Value Added Services
ATTACHMENT D: Service Offering EULAs, SLAs

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation # SK18001.

10. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

DocuSigned by:
Sabiha Chunawala
4D96F32B90D348D...

August 12, 2019
Date

Sabiha Chunawala

Vice President & Deputy General Counsel
Type or Print Name and Title

Juniper Networks, Inc.
Legal Department
Approved As To Form
Tim Dunting

MA-OB-00810-2019

DIVISION OF PURCHASING

Aug 13, 2019
Director, Division of Purchasing — Date

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Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

(1) A Participating Entity's Participating Addendum ("PA");
(2) NASPO ValuePoint Master Agreement Terms & Conditions;
(3) A Purchase Order issued against the Master Agreement, including a Service Level Agreement;
(4) The Solicitation; and
(5) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions - Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this Section.

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Data means all information, whether in oral or written (including electronic) form, created by or in any way originating with a Participating Entity or Purchasing Entity, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with a Participating Entity or Purchasing Entity, in the course of using and configuring the Services provided under this Agreement.

Data Breach means any actual or reasonably suspected non-authorized access to or acquisition of computerized Non-Public Data or Personal Data that compromises the security, confidentiality, or integrity of the Non-Public Data or Personal Data, or the

ability of Purchasing Entity to access the Non-Public Data or Personal Data.

Disabling Code means computer instructions or programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity's' software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

Embedded Software means one or more software applications which permanently reside on a computing device.

Fulfillment Partner means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Services under this Master Agreement and billing Customers directly for such Services. Contractor may, upon written notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and

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receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

Personal Data means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated with a particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Services mean any of the specifications described in the Scope of Services that are supplied or created by the Contractor pursuant to this Master Agreement.

Security Incident means the possible or actual unauthorized access to a Purchasing Entity's Non-Public Data and Personal Data the Contractor believes could reasonably result in the use, disclosure or theft of a Purchasing Entity's Non-Public Data within the possession or control of the Contractor. A Security Incident also includes a major

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security breach to the Contractor's system, regardless if Contractor is aware of unauthorized access to a Purchasing Entity's Non-Public Data. A Security Incident may or may not turn into a Data Breach.

Service Level Agreement (SLA) means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Statement of Work means a written statement in a solicitation document or contract that describes the Purchasing Entity's service needs and expectations.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

a. The initial term of this Master Agreement is for five (5) years. This Master Agreement may be extended beyond the original contract period for two (2) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time, not to exceed six months, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. Participants and Scope

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or

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amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

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f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

g. **Resale.** "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to

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NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://calculator.naspovaluepoint.org. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment H.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

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8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, terminate the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Termination based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to terminate the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.

g. Contractor agrees, within 30 days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-part contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in,

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or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

9. NASPO ValuePoint eMarket Center

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.

c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

d. If the solicitation requires either a catalog hosted on or integration of a punchout site with eMarket Center, or either solution is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Price and Rate Guarantee Period

All pricing must be guaranteed for the first year of the Master Agreement.

Following the guarantee period, any request for price increases must be for an equal guarantee period (1 year), and must be submitted to the Lead State at least thirty (30) calendar days prior to the effective date. Contractor may increase its MSRP prices at any time provided that the prices Participating Entity will pay do not increase, except for

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an approved annual increase. The Lead State will review a documented request for an MSRP price list increase only after the Price Guarantee Period.

Requests for price increases must include sufficient documentation supporting the request and demonstrating a reasonableness of the adjustment when comparing the current price list to the proposed price list. Documentation may include: the manufacturers national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase. The price increase must not produce a higher profit margin than the original contract, and must be accompanied by sufficient documentation and nationwide notice of price adjustment to the published commercial price list.

No retroactive price increases will be allowed.

Price Reductions. In the event of a price decrease in any category of product at any time during the contract in an OEM's published commercial price list, including renewal options, the Lead State shall be notified immediately. All published commercial price list price reductions shall be effective upon the notification provided to the Lead State.

12. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

13. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may

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select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

(1) The services or supplies being delivered;
(2) The place and requested time of delivery;
(3) A billing address;
(4) The name, phone number, and address of the Purchasing Entity representative;
(5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
(6) A ceiling amount of the order for services being ordered; and
(7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Maintenance agreements may have terms as prescribed in section 27. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

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14. Shipping and Delivery

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

15. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

16. Inspection and Acceptance

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense

incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

d. The warranty period shall begin upon Acceptance.

e.

17. Payment

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

18. Warranty

Warranty provisions govern where specified elsewhere in the documents that constitute the Master Agreement; otherwise this section governs. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

19. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity

subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

20. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce for Purchasing Entity's own use, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

21. No Guarantee of Service Volumes: The Contractor acknowledges and agrees that the Lead State and NASPO ValuePoint makes no representation, warranty or condition as to the nature, timing, quality, quantity or volume of business for the Services or any other products and services that the Contractor may realize from this Master Agreement, or the compensation that may be earned by the Contractor by offering the Services. The Contractor acknowledges and agrees that it has conducted its own due diligence prior to entering into this Master Agreement as to all the foregoing matters.

22. Purchasing Entity Data: Purchasing Entity retains full right and title to Data provided by it and any Data derived therefrom, including metadata.
Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. The obligation shall extend beyond the term of this Master Agreement in perpetuity.

Contractor shall not use any information collected in connection with this Master Agreement, including Purchasing Entity Data, for any purpose other than fulfilling its obligations under this Master Agreement.

23. System Failure or Damage: In the event of system failure or damage caused by Contractor or its Services, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

24. Title to Product: If access to the Product requires an application program interface (API), Contractor shall convey to Purchasing Entity an irrevocable and perpetual license to use the API.

25. Data Privacy: The Contractor must comply with all applicable laws related to data privacy and security, including IRS Pub 1075. Prior to entering into a SLA with a Purchasing Entity, the Contractor and Purchasing Entity must cooperate and hold a

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meeting to determine the Data Categorization to determine what data the Contractor will hold, store, or process. The Contractor must document the Data Categorization in the SLA or Statement of Work.

26. Transition Assistance:

a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. The Contractor shall assist a Purchasing Entity in exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity, at no additional cost to the Purchasing Entity. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work.

b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable.

c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

27. Performance and Payment Time Frames that Exceed Contract Duration: All maintenance or other agreements for services entered into during the duration of an SLA and whose performance and payment time frames extend beyond the duration of this Master Agreement shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No new leases, maintenance or other agreements for services may be executed after the Master Agreement has expired. For the purposes of this section, renewals of maintenance, subscriptions, and other service agreements, shall not be considered as "new."

General Provisions

28. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$3 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

29. Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant

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awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of Administrative Fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

30. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master

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Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 29. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

31. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

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32. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.

32. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

33. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

34. Termination

Unless otherwise stated, this Master Agreement may be terminated by either Lead State or Contractor upon 60 days written notice prior to the effective date of the termination. Further, any Participating Entity may terminate its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Termination may be in whole or in part. Any termination under this provision shall not affect the rights and obligations attending orders outstanding at the time of termination, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Termination of the Master Agreement due to Contractor default may be immediate.

35. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

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36. Defaults and Remedies

a. The occurrence of any of the following events by Contractor shall be an event of default under this Master Agreement:

(1) Nonperformance of contractual requirements; or

(2) A material breach of any term or condition of this Master Agreement; or

(3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or

(4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

(5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

(1) Exercise any remedy provided by law; and

(2) Terminate this Master Agreement and any related Contracts or portions thereof; and

(3) Impose liquidated damages as provided in this Master Agreement; and

(4) Suspend Contractor from being able to respond to future bid solicitations; and

(5) Suspend Contractor's performance; and

(6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable

Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

37. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

38. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

39. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

40. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

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41. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

42. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

43. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

44. Leasing or Alternative Financing Methods

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not

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otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

45. Entire Agreement: This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. No click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted.

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eMarket Center Appendix

a. This Appendix applies whenever a catalog hosted by or integration of a punchout site with eMarket Center is required by the solicitation or either solution is proposed by a Contractor and accepted by the Lead State.

b. Supplier's Interface with the eMarket Center. There is no cost charged by JAGGAER to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

(1) Implementation Timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and JAGGAER to set up an enablement schedule, at which time JAGGAER's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) NASPO ValuePoint and JAGGAER will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).**

(a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to JAGGAER, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data no more than once per 30 days to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

(b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update no more than once per 30 days to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

d. Revising Pricing and Product Offerings: Any revisions to product/service offerings (new products, altered SKUs, new pricing etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or

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amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per year (see required Price Guarantee Period section 11). The following conditions apply with respect to hosted catalogs:

(1) Updated pricing files are required each calendar month of the month and shall go into effect in the eMarket Center on as approved by the Lead State contract administrator.

(2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. Supplier Network Requirements: Contractor shall join the JAGGAER Supplier Network (SQSN) and shall use JAGGAER's Supplier Portal to import the Contractor's catalog and pricing, into the JAGGAER system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the JAGGAER Supplier Network Services team at 800-233-1121.

f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract; and

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

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g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by JAGGAER for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity.

i. Applicability: Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several NASPO ValuePoint Participating Entities currently maintain separate JAGGAER eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate JAGGAER catalogs.

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Attachment B – Scope Awarded to Contractor

I. Data Communications Award Categories

The scope for this contract is as provided below. Contractor may offer products (i.e. white box, artificial intelligence, etc.) and services within the Categories it received an award in. Each category also allows for Internet of Things (IoT) products. These products must be an IoT product that can be deployed within, upon, or integrated into a government agency's physical asset to address government line of business needs. Proposals are expected to include IoT products designed to support common government lines of business in specific subcategories i.e. routers, switches, end points, etc. IoT products can only be provided in categories that the vendor is awarded in and can include endpoints that support items in that category.

Category 1.2: NETWORKING

1.2.1 Network Application Services.

Application networking solutions and technologies that enable the successful and secure delivery of applications to local, remote, and branch-office users using technology to accelerate, secure, and increase availability of both application traffic and computing resources.

1.2.1.1 Virtualized Load Balancers — Virtual devices that act like a reverse proxy to distribute network and/or application traffic across multiple servers to improve the concurrent user capacity and overall reliability of applications. Capabilities should include:

- SSL (Secure Sockets Layer) Off-loading
- Caching capabilities
- Layer 4 Load Balancing
- Layer 7 Load Balancing
- Detailed Reporting
- Supports multiple load balancers in the same system for multiple groups
- Supports TLS1.2

1.2.1.2 WAN Optimization — An appliance utilizing a collection of techniques for increasing data-transfer efficiencies across wide-area networks (WAN). Capabilities should include:

- CIFS (Common Internet File System) acceleration
- Data Compression
- SSL encryption/decryption for acceleration (Optional)
- Layer 4-7 visibility
- Application Specific optimization
- Network analysis tools (solutions utilized to collect, classify, analyze, and securely store log messages).

1.2.2 Networking Software.

Software that runs on a server, or within the Cloud, and enables the server to manage data, users, groups, security, applications, and other networking functions. The network operating system is designed to allow

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transfer of data among multiple computers in a network, typically a local area network (LAN), a private network or to other networks. Networking software capabilities should include:

- Restartable Process
- High availability options
- Targeted operating systems, i.e. DC, campus, core, wan, etc.
- Operating System Efficiencies
- Network analysis tools (solutions utilized to collect, classify, analyze, and securely store log messages).

1.2.2.1 Network Management and Automation — Software products and solutions for network automation, cloud computing, and IT systems management.

1.2.2.2 Data Center Management and Automation — Software products and solutions that capture and automate manual tasks across servers, network, applications, and virtualized infrastructure.

1.2.2.3 Cloud Portal and Automation — Software products and solutions for cloud management with policy-based controls for provisioning virtual and physical resources.

1.2.2.4 Branch Office Management and Automation — Software products and solutions for management of branch offices. Capabilities include remote troubleshooting, device management, and WAN performance monitoring.

1.2.3 Network Optimization and Acceleration.

Devices and tools for increasing data-transfer efficiencies across wide-area networks.

1.2.3.1 Data Analytics — Appliance for improving network management by more effectively factoring in issues related to congestion, such as utilization, service consumption and routing. Provides real-time insights into network traffic to determine the value of different portions of that traffic.

1.2.3.2 Dynamic Load Balancing (Network Traffic Management) — An appliance that performs a series of checks and calculations to determine which server can best service each client request in order to select the server that can successfully fulfill the client request and do so in the shortest amount of time without overloading either the server or the server farm as a whole.

1.2.3.3 WAN Acceleration — Appliance that optimizes bandwidth to improve the end user's experience on a wide area network (WAN). Capabilities should include:

- CIFS acceleration
- Data Compression
- SSL encryption/decryption for acceleration (Optional)
- Layer 4-7 visibility
- Application Specific optimization

1.2.3.4 High Availability and Redundancy — Limits any disruption to network uptime should an appliance face unforeseen performance issues. Transparently redistributes workloads to surviving cluster appliances without impacting communication throughout the cluster.

1.2.4 Optical Networking.

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High capacity networks based on optical technology and components that provide routing, grooming, and restoration at the wavelength level as well as wavelength based services.

1.2.4.1 Core DWDM (Dense Wavelength Division Multiplexing) Switches — Switches used in systems designed for long haul and ultra long-haul optical networking applications.

1.2.4.2 Edge Optical Switches — Provide entry points into the enterprise or service provider core networks.

1.2.4.3 Optical Network Management — Provides capabilities to manage the optical network and allows operators to execute end-to-end circuit creation.

1.2.4.4 IP over DWDM (IPoDWDM) — A device utilized to integrate IP Routers and Switches in the OTN (Optical Transport Network).

Category 1.3: ROUTERS, SWITCHES, SECURITY, AND NETWORKING STORAGE

1.3.1 Routers.

A device that forwards data packets along networks. A router is connected to at least two networks, commonly two LANs or WANs or a LAN and its ISP's network. Routers are located at gateways, the places where two or more networks connect, and are the critical device that keeps data flowing between networks and keep the networks connected to the Internet.

1.3.1.1 Branch Routers — A multiservice router typically used in branch offices or locations with limited numbers of users and supports flexible configurations/feature. For example: security, VoIP, wan acceleration, etc.

1.3.1.2 Network Edge Routers — A specialized router residing at the edge or boundary of a network. This router ensures the connectivity of its network with external networks, a wide area network or the Internet. An edge router uses an External Border Gateway Protocol, which is used extensively over the Internet to provide connectivity with remote networks.

1.3.1.3 Core Routers - High performance, high speed, low latency routers that enable Enterprises to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV and Video on Demand (VoD), and Software as a Service (SaaS).

1.3.1.4 Service Aggregation Routers — Provides multiservice adaptation, aggregation and routing for Ethernet and IP/MPLS networks to enable service providers and enterprise edge networks simultaneously host resource-intensive integrated data, voice and video business and consumer services.

1.3.1.5 Carrier Ethernet Routers — High performance routers that enable service providers to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV, Video on Demand (VoD), and Software as a Service (SaaS).

1.3.2 Security.

1.3.2.1 Data Center and Virtualization Security Products and Appliances — Products designed to protect high-value data and data center resources with threat defense and policy control.

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1.3.2.2 Intrusion Detection/Protection and Firewall Appliances — Provide comprehensive inline network firewall security from worms, Trojans, spyware, key loggers, and other malware. This includes Next-Generation Firewalls (NGFW), which offer a wire-speed integrated network platform that performs deep inspection of traffic and blocking of attacks. Intrusion Detection/Protection and Firewall Appliances should provide:

- Non-disruptive in-line bump-in-the-wire configuration
- Standard first-generation firewall capabilities, e.g., network-address translation (NAT), stateful protocol inspection (SPI) and virtual private networking (VPN), etc.
- Application awareness, full stack visibility and granular control
- Capability to incorporate information from outside the firewall, e.g., directory-based policy, blacklists, white lists, etc.
- Upgrade path to include future information feeds and security threats
- SSL decryption to enable identifying undesirable encrypted applications (Optional)

1.3.2.3 Logging Appliances and Analysis Tools — Solutions utilized to collect, classify, analyze, and securely store log messages.

1.3.2.4 Secure Edge and Branch Integrated Security Products — Network security, VPN, and intrusion prevention for branches and the network edge. Products typically consist of appliances or routers.

1.3.2.5 Secure Mobility Products — Delivers secure, scalable access to corporate applications across multiple mobile devices.

1.3.2.6 Encryption Appliances — A network security device that applies crypto services at the network transfer layer - above the data link level, but below the application level.

1.3.2.7 On-premise and Cloud-based services for Network Communications Integrity — Solutions that provide threat protection, data loss prevention, message level encryption, acceptable use and application control capabilities to secure web and email communications. This could include cloud access security brokers (CASBs) and DNS security.

1.3.2.8 Secure Access — Products that provide secure access to the network for any device, including personally owned mobile devices (laptops, tablets, and smart phones). Capabilities should include:

- Management visibility for device access
- Self-service on-boarding
- Centralized policy enforcement
- Differentiated access and services
- Device Management

1.3.3 Storage Networking.

High-speed network of shared storage devices connecting different types of storage devices with data servers.

1.3.3.1 Director Class SAN (Storage Area Network) Switches and Modules — A scalable, high-performance, and protocol-independent designed primarily to fulfill the role of core switch in a core-edge Fibre Channel (FC), FCOE or similar SAN topology. A Fibre Channel director is, by current convention, a

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switch with at least 128 ports. It does not differ from a switch in core FC protocol functionality. Fibre Channel directors provide the most reliable, scalable, high-performance foundation for private cloud storage and highly virtualized environments.

1.3.3.2 Fabric and Blade Server Switches — A Fibre Channel switch is a network switch compatible with the Fibre Channel (FC) protocol. It allows the creation of a Fibre Channel fabric, which is currently the core component of most SANs. The fabric is a network of Fibre Channel devices, which allows many-to-many communication, device name lookup, security, and redundancy. FC switches implement zoning; a mechanism that disables unwanted traffic between certain fabric nodes.

1.3.3.3 Enterprise and Data Center SAN and VSAN (Virtual Storage Area Network) Management — Management tools to provisions, monitors, troubleshoot, and administers SANs and VSANs.

1.3.3.4 SAN Optimization — Tools to help optimize and secure SAN performance (ie. Encryption of data-at-rest, data migration, capacity optimization, data reduction, etc.

1.3.4: Switches.

Layer 2/3 devices that are used to connect segments of a LAN (local area network) or multiple LANs and to filter and forward packets among them.

1.3.4.1 Campus LAN – Access Switches — Provides initial connectivity for devices to the network and controls user and workgroup access to internetwork resources. The following are some of the features a campus LAN access switch should support:

1. Security
    a. SSHv2 (Secure Shell Version 2)
    b. 802.1X (Port Based Network Access Control)
    c. Port Security
    d. DHCP (Dynamic Host Configuration Protocol) Snooping
2. VLANs
3. Fast Ethernet/Gigabit Ethernet
4. PoE (Power over Ethernet)
5. link aggregation
6. 10 Gb support
7. Port mirroring
8. Span Taps
9. Support of IPv6 and IPv4
10. Standards-based rapid spanning tree
11. Netflow Support (Optional).

1.3.4.2 Campus LAN – Core Switches — Campus core switches are generally used for the campus backbone and are responsible for transporting large amounts of traffic both reliably and quickly. Core switches should provide:

- High bandwidth
- Low latency
- Hot swappable power supplies and fans

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- Security
    - SSHv2
    - MacSec encryption
    - Role-Based Access Control Lists (ACL)
- Support of IPv6 and IPv4
- 1/10/40/100 Gbps support
- IGP (Interior Gateway Protocol) routing
- EGP (Exterior Gateway Protocol) routing
- VPLS (Virtual Private LAN Service) Support
- VRRP (Virtual Router Redundancy Protocol) Support
- Netflow Support.

1.3.4.3 Campus Distribution Switches — Collect the data from all the access layer switches and forward it to the core layer switches. Traffic that is generated at Layer 2 on a switched network needs to be managed, or segmented into Virtual Local Area Networks (VLANs), Distribution layer switches provides the inter-VLAN routing functions so that one VLAN can communicate with another on the network. Distribution layer switches provides advanced security policies that can be applied to network traffic using Access Control Lists (ACLs).

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Security (SSHv2 and/or 802.1X)
- Support of IPv6 and IPv4
- Jumbo Frames Support
- Dynamic Trunking Protocol (DTP)
- Per-VLAN Rapid Spanning Tree (PVRST+)
- Switch-port auto recovery
- NetFlow Support or equivalent

1.3.4.4 Data Center Switches — Data center switches, or Layer 2/3 switches, switch all packets in the data center by switching or routing good ones to their final destinations, and discard unwanted traffic using Access Control Lists (ACLs) a minimum of 10 Gigabit speeds. High availability and modularity differentiates a typical Layer 2/3 switch from a data center switch. Capabilities should include:

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Ultra-low latency through wire-speed ports with nanosecond port-to-port latency and hardware-based Inter-Switch Link (ISL) trunking
- Load Balancing across Trunk group able to use packet based load balancing scheme
- Bridging of Fibre Channel SANs and Ethernet fabrics
- Jumbo Frame Support
- Plug and Play Fabric formation that allows a new switch that joins the fabric to automatically become a member

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- Ability to remotely disable and enable individual ports
- Support NetFlow or equivalent

1.3.4.5 Software Defined Networks (SDN) — An application in SDN that manages flow control to enable intelligent networking.

1.3.4.6 Software Defined Networks (SDN) - Virtualized Switches and Routers — Technology utilized to support software manipulation of hardware for specific use cases.

1.3.4.7 Software Defined Networks (SDN) — Controllers - is an application in software-defined networking (SDN) that manages flow control to enable intelligent networking. SDN controllers are based on protocols, such as OpenFlow, that allow servers to tell switches where to send packets. The SDN controller lies between network devices at one end and applications at the other end. Any communications between applications and devices have to go through the controller. The controller uses multiple routing protocols including OpenFlow to configure network devices and choose the optimal network path for application traffic.

1.3.4.8 Carrier Aggregation Switches — Carrier aggregation switches route traffic in addition to bridging (transmitted) Layer 2/Ethernet traffic. Carrier aggregation switches' major characteristics are:

- Designed for Metro Ethernet networks
- Designed for video and other high bandwidth applications
- Supports a variety of interface types, especially those commonly used by Service Providers

Capabilities should include:

- Redundant Processors
- Redundant Power
- IPv4 and IPv6 unicast and multicast
- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- MPLS (Multiprotocol Label Switching)
- BGP (Border Gateway Protocol)
- Software router virtualization and/or multiple routing tables
- Policy based routing
- Layer 2 functionality
    - Per VLAN Spanning Tree
    - Rapid Spanning Tree
    - VLAN IDs up to 4096
    - Layer 2 Class of Service (IEEE 802.1p)
    - Link Aggregation Control Protocol (LACP)
    - QinQ (IEEE 802.1ad)

1.3.4.9 Carrier Ethernet Access Switches — A carrier Ethernet access switch can connect directly to the customer or be utilized as a network interface on the service side to provide layer 2 services.

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- Hot-swappable and field-replaceable integrated power supply and fan tray
- AC or DC power supply with minimum DC input ranging from 18V to 32 VDC and 36V to 72 VDC
- Ethernet and console port for manageability
- SD flash card slot for additional external storage
- Stratum 3 network clock
- Line-rate performance with a minimum of 62-million packets per second (MPPS) forwarding rate
- Support for dying gasp on loss of power
- Support for a variety of small form factor pluggable transceiver (SFP and SFP+) with support for Device Object Model (DOM)
- Timing services for a converged access network to support mobile solutions, including Radio Access Network (RAN) applications
- Support for Synchronous Ethernet (SyncE) services
- Supports Hierarchical Quality of Service (H-QoS) to provide granular traffic-shaping policies
- Supports Resilient Ethernet Protocol REP/G.8032 for rapid layer-two convergence

II. Value Added Services

For each Award Category above, the following valued services should also be available for procurement at the time of product purchase or anytime afterwards. This provided list of value added services is not intended to be exhaustive, and may be updated pursuant to the terms of the resulting Master Agreement

2.1 Maintenance Services — Capability to provide technical support, software maintenance, flexible hardware coverage, and smart, proactive device diagnostics for hardware.

2.2 Professional Services

a. Deployment Services
   i. Survey/ Design Services — Includes, but not limited to, discovery, design, architecture review/validation, and readiness assessment.
   ii. Implementation Services — Includes, but not limited to, basic installation and configuration or end-to-end integration and deployment.
   iii. Optimization — Includes, but not limited to, assessing operational environment readiness, identify ways to increase efficiencies throughout the network, and optimize Customer's infrastructure, applications and service management.
b. Remote Management Services — Includes, but not limited to, continuous monitoring, incident management, problem management, change management, and utilization and performance reporting that may be on a subscription basis.
c. Consulting/Advisory Services — Includes, but not limited to, assessing the availability, reliability, security and performance of Customer's existing solutions.
d. Data Communications Architectural Design Services — Developing architectural strategies and roadmaps for transforming Customer's existing network architecture and operations management.
e. Statement of Work (SOW) Services — Customer-specific tasks to be accomplished and/or services to be delivered based on Customer's business and technical requirements.
f. Testing Services – Includes, but not limited to, testing the availability, reliability, security and performance of Customer's existing solutions

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2.3 **Partner Services** — Provided by Contractor's Authorized Partners/Resellers.

a. Subject to Contractor's approval and the certifications held by its Partners/Resellers, many Partners/Resellers can also offer and provide some or all of the Services as listed above at competitive pricing, along with local presence and support. As the primary Contractor (OEM), Contractor is ultimately responsible for the service and performance of its Partners/ Resellers. Customers may have the option to purchase the Services to be directly delivered by Contractor (OEM) or its certified Partners/Resellers.

2.4 **Training** — Learning offerings for IT professionals on networking technologies, including but not limited to designing, implementing, operating, configuring, and troubleshooting network systems pertaining to items provided under the master agreement.

III. Product Line Additions

During the contract term Contractor may submit a request to update product catalog that falls within the scope listed in herein this Attachment B as new technology is introduced, updated or removed from the market. Lead State will evaluate requests and update the contract offering as appropriate. New product additions must utilize the same pricing structure as was used for services falling into the same service category.

A. Minimum Discount %

The Minimum Discount % off List shall be firm fixed for the duration of the contract. However, the list prices may fluctuate through the life of the contract, as provided within Attachment A. Contractor may offer increased discounts upon achievement of contract volume milestones. Minimum guaranteed contract discounts do not preclude Contractor and/or its authorized resellers from providing deeper or additional, incremental discounts at their sole discretion. Purchasing entities shall benefit from any promotional pricing offered by the Contractor to similar customers. Promotional pricing shall not be cause for a permanent price change.

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Attachment C - Pricing Discounts & Value Added Services

Contractor ***Juniper Networks (US), Inc.***

Section 1: Pricing Notes

1. % discounts are based on minimum discounts off Contractor's commercially published pricelists versus fixed pricing. Nonetheless, Orders will be fixed-price or fixed-rate and not cost reimbursable contracts. Contractor has the ability to update and refresh its respective price catalog, as long as the agreed-upon discounts are fixed.

2. Minimum guaranteed contract discounts do not preclude an Offeror and/or its authorized resellers from providing deeper or additional, incremental discounts at their sole discretion.

3. Purchasing entities shall benefit from any promotional pricing offered by Contractor to similar customers. Promotional pricing shall not be cause for a permanent price change.

4. Contractor's price catalog shall include the price structures of all products, services and value added items (i.e., Maintenance Services, Professional Services, Etc.) that it intends to provide under its contract. Pricing shall all-inclusive of infrastructure and software costs and management of infrastructure, network, OS, and software.

Section 2: Minimum Discount % off List	
Category 1.2 Networking	
Hardware and Software (on premise)	45.00%
Cloud Services	45% (Product) 15% (Service)
Service Packages (i.e., Maintenance, etc.)	15.00%
Category 1.3 Routers, Switches, Security, and Networking Storage	
Hardware and Software (on premise)	45.00%
Cloud Services	45% (Product) 15% (Service)
Service Packages (i.e., Maintenance, etc.)	15.00%

Section 3: Value Added Services

Provide the title, job description for each title, and associated hourly rate. Add additional rows as necessary.

		Hourly Rates					
		Weekday		Weekend		State Holiday	
Title	Job Description	Onsite	Remote	Onsite	Remote	Onsite	Remote
Maintenance Services	Maintenance Services are provided as part of the product sale at different annual program levels and sku's by product. See price list	Not priced hourly	Not priced hourly	Not priced hourly	Not priced hourly	Not priced hourly	Not priced hourly
Professional Services	Remote Managed Services are delivered under annual contracts - not via an hourly rate structure	Not priced hourly	Not priced hourly	Not priced hourly	Not priced hourly	Not priced hourly	Not priced hourly
Professional Services	Standard Consulting Rate - Network Design, Integration & Security SKU=Pro-Consult-Sec2 sold as a Daily Rate Not including T&E at $2750/Day discounted by 10%	$385/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$310/ hour based on discounted daily rate / 8hrs per day	$385/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$310/ hour based on discounted daily rate / 8hrs per day	$385/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$310/ hour based on discounted daily rate / 8hrs per day
Professional Services	Standard NMS Consulting Rate - Network Management and Software Customization SKU=Pro-Consult-APP2 - Sold as a Daily Rate Not Including T&E $2475/Day discounted by 10%	$354/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$278/ hour based on discounted daily rate / 8hrs per day	$354/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$278/ hour based on discounted daily rate / 8hrs per day	$385/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$278/ hour based on discounted daily rate / 8hrs per day
Project Management	Project Management - Standard Rate SKU=PRO-PM2-DAILY sold as a Daily Rate for Remote Services not including T&E at $2400 discounted by 10%	Custom Service Offering	$270/ hour based on discounted daily rate / 8hrs per day	Custom Service Offering	$270/ hour based on discounted daily rate / 8hrs per day	Custom Service Offering	$270/ hour based on discounted daily rate / 8hrs per day

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Attachment C - Pricing Discounts & Value Added Services

Contractor ***Juniper Networks (US), Inc.***

Deployment Services	Deployment Services associated with the integration our products are typically defined as Rack and Stack Services. Juniper only provides these services on a fixed price based and usually after a site survey has been performed. No hourly pricing available at this time.	Not Applicable /NA	Not Applicable /NA	Not Applicable /NA	Not Applicable /NA	Not Applicable /NA	Not Applicable /NA
Consulting Advisory Services	Typically fixed project based and based on Consulting area and skills required on a project basis	Custom Service Offering	Custom Service Offering	Custom Service Offering	Custom Service Offering	Custom Service Offering	Custom Service Offering
Architectural Design Services	Architectural Consulting Rate - Network Design, Integration & Security SKU=PRO-CONSULT-SEC1 sold as a Daily Rate Not including T&E at $3190/Day discounted by 10%	$434/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$359/ hour based on discounted daily rate / 8hrs per day	$434/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$359/ hour based on discounted daily rate / 8hrs per day	$434/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$359/ hour based on discounted daily rate / 8hrs per day
Statement of Work Services	Fixed Priced SOW based Services are not Hourly Rate based but are available - SKU - Pro_Custom	Custom Service Offering	Custom Service Offering	Custom Service Offering	Custom Service Offering	Custom Service Offering	Custom Service Offering
Partner Services	No expected partnered services at this time and they are typically contracted on a per project and fixed price basis	Not Applicable /NA	Not Applicable /NA	Not Applicable /NA	Not Applicable /NA	Not Applicable /NA	Not Applicable /NA
Training Deployment Services	Formal Training is sold separately, but as part of a project delivery we do provide Knowledge Transfer Workshops where both content development as well as delivery would be part of any pricing. Delivered by under our Standard Consulting Rate, SKU=Pro-Consult-Sec2 sold as a Daily Rate Not including T&E at $2750/Day discounted by 10%	$385/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$310/ hour based on discounted daily rate / 8hrs per day	$385/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$310/ hour based on discounted daily rate / 8hrs per day	$385/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$310/ hour based on discounted daily rate / 8hrs per day
[add any additional Value Added Services]							

JUNIPER NETWORKS
END USER SUPPORT AGREEMENT

READ THIS JUNIPER NETWORKS END USER SUPPORT AGREEMENT ("EUSA") CAREFULLY. IT SETS FORTH THE LEGALLY BINDING RIGHTS AND OBLIGATIONS OF THE END USER PURCHASER OF ANY JUNIPER CARE, JUNIPER CARE PLUS OR OTHER PURCHASABLE JUNIPER NETWORKS SERVICES CONTRACT WHOSE SERVICES DESCRIPTION DOCUMENT IS POSTED AT http://www.juniper.net/support/guidelines.html **AND REFERS TO THIS END USER SUPPORT AGREEMENT. END USER CONSENTS TO BE BOUND BY THIS END USER SUPPORT AGREEMENT EITHER (I) BY WRITTEN ACCEPTANCE OF THESE TERMS AND CONDITIONS, (II) BY CONTACTING AND USING JUNIPER NETWORKS FOR TECHNICAL SUPPORT AND/OR HARDWARE REPAIR/REPLACEMENT SERVICES, (III) BY ACCESSING JUNIPER NETWORKS' CUSTOMER SUPPORT CENTER, (IV) BY REGISTERING END USER PRODUCT WITH JUNIPER NETWORKS CUSTOMER SERVICES ORGANIZATION, (V) BY RECEIVING, DOWNLOADING OR DEPLOYING ANY SOFTWARE FURNISHED IN CONNECTION WITH SERVICES OR (VI) BY OTHERWISE RECEIVING OR TAKING ADVANTAGE OF THE SERVICES (INCLUDING SOFTWARE) OFFERED OR IN ANY OTHER WAY EXPRESSING END USER'S AGREEMENT TO THE TERMS CONTAINED HEREIN. AT ANY TIME PRIOR TO ANY SUCH ACCEPTANCE, END USER MAY CONTACT THE AUTHORIZED RESELLER FROM WHOM IT PURCHASED THE JUNIPER NETWORKS SERVICES CONTRACT INDICATE ITS REJECTION OF THE SERVICES CONTRACT AND REQUEST REFUND OF FEES PAID FOR THE SERVICES.**

1. Definitions:

In this Agreement, the following definitions shall apply:

a. "*Agreement*" means (1) this End User Support Agreement; (2) Services Description Documents posted at http://www.juniper.net/support/guidelines.html for the Juniper Networks Services purchased, as they may be amended from time to time in accordance with Section 8.l, below, and (3) Online Policies, Guidelines and Procedures, defined below.

b. "*Authorized Reseller*" means a reseller of Juniper Products that sells Juniper Products and Service Contracts to End Users pursuant to a valid contract with Juniper Networks to conduct such resale activities.

c. "*End User*" means the person or organization that originally purchases, leases or licenses Product and Services from Juniper Networks or an Authorized Reseller for use in such person's or organization's own business operations and not for further distribution or sale.

d. "*EOL/EOS Policies*" means policies and guidelines published at https://www.juniper.net/support/eol/# pertaining to product end of life notifications, last order date, end of engineering support, end of support, and like product end of life milestones for Juniper products.

e. "*Juniper Networks*" means: (a) Juniper Networks (US), Inc. and/or its authorized service representative(s) if Services will be provided for Products located in North America, Central America or South America; (b) Juniper Networks International BV and/or its authorized service representative(s) if Services will be provided for Products located in Europe (excluding the United Kingdom), the Middle East, Africa or Asia; (c) Juniper Networks (UK) Limited and/or its authorized service representative(s) if Services will be provided for Products in the United Kingdom; and in each case, any Juniper Affiliate of the applicable Juniper Networks entity to whom this Agreement may be assigned. As used in connection with the provision of Services, the term "Juniper Networks" or "Juniper" under this Agreement may include authorized services representatives of Juniper.

f. "*Online Policies, Guidelines and Procedures*" means Customer Services policies and guidelines applicable to Service Contracts or referenced in this EUSA or applicable SDDs and that are posted at Juniper Networks' website, www.juniper.net. They include, among others, EOL/EOS Policies, defined above, RMA Repair and Return Policy and Procedure and Juniper Support Inspection and Reinstatement Policy.

g. "*Product(s)*" means the Juniper Networks hardware products and software license products, or any part thereof, that End User purchases or licenses from Juniper Networks or an Authorized Reseller.

h. "*SDD*" means a Services Description Document posted at http://www.juniper.net/support/guidelines.html and referencing this EUSA as governing terms for the services described therein.

i. "*Service Contract*" means a bundle of Services described in an SDD and purchased by End User for a set term from Juniper Networks or Authorized Resellers. Service Contracts excludes Resident Engineering, Resident Consultant or other on-site professional services, which are covered under separate professional services terms and conditions. As described in applicable SDD's, a Services Contract may also include a license of certain software for the Services Contract term subject to the terms of the Juniper Networks End User License Agreement current as of the date of commencement of the Services Contract term (or renewal term, as applicable).

j. "*Services*" means services for maintenance and support of Products purchasable by End User from Juniper Networks or an Authorized Reseller and to be rendered by Juniper Networks for End User and which are described in a Services Description Document posted at http://www.juniper.net/support/guidelines.html that refers to this Agreement. For avoidance of doubt, Services do not include Resident Engineering, Resident Consultant or other on-site

professional services offerings and does not include Support Services Specialists services sold by Support Services Specialists to End Users.

2. Juniper Networks' Support Obligations.

a. Initial Term. Subject to the payment of applicable fees set forth in Section 3.a and conditioned upon Juniper Networks' acceptance of a valid purchase order ("PO") from the End User or an Authorized Reseller, the initial term of a Service Contract will begin on (i) the date of PO acceptance plus three days if the PO does not include the associated Hardware (if any) or the Service Contract is for Software only, or (ii) the date the Hardware is deemed delivered by Juniper plus three days if the PO for the Service Contract includes associated Hardware; or (iii) the date as agreed to in writing between the parties (including as quoted by Juniper and listed in the purchase order).

b. Renewal Term. Subject to the payment of applicable fees set forth in Section 3.a and conditioned upon Juniper Networks' acceptance of a valid purchase order ("PO") from the End User or an Authorized Reseller, the start date of the Service Contract following the initial term of the Services (and any subsequent renewal terms) will begin on the day after the previous Service Contract expired.

3. Support Fees.

a. Support Fees. In consideration for the Service Contract, End User shall pay an agreed upon fee either to Authorized Reseller, or if purchasing directly, to Juniper Networks. By issuing a purchase order to an Authorized Reseller or Juniper Networks (as applicable) for the Service Contract, End User agrees to be bound by the terms and conditions of this Agreement.

b. Renewal. Subject to EOL/EOS Policies then applicable, no less than 60 days prior to the expiration of the initial and subsequent Service Contract term, a notice of expiration and a quotation for the fees for the new Service Contract will be provided to End User or Authorized Reseller. If End User wishes to purchase further Services, then End User shall provide a purchase order to an Authorized Reseller or Juniper Networks, as per the quote, to match the quotation on or before the expiration date. Upon receipt, End User or an Authorized Reseller placing the order on behalf of the End User shall be invoiced in accordance with the terms of this Agreement.

c. Subcontracting. Juniper Networks may subcontract with, or assign to, its affiliates or other third parties the obligations for performance of any Services.

d. Purchase Orders. Terms and conditions contained in End User and/or Authorized Reseller purchase orders shall have no binding effect on Juniper Networks without regard for whether such purchase order matches the quotation. In the event there is no quotation, the terms of the Juniper Networks Order Acknowledgement shall govern the terms and conditions of the order.

e. Payment Terms. If End User is buying pass-through Services from Authorized Reseller, End User will pay all fees based on Authorized Reseller's invoice. In the event that End User is purchasing Services directly from Juniper Networks, End User will pay to Juniper Networks the Services fee based on Juniper Networks' invoice within thirty (30) days of the invoice date.

f. Taxes. All prices payable under this Agreement are exclusive of tax. If applicable, valid exemption documentation for each taxing jurisdiction shall be provided to Juniper Networks prior to invoicing, and End User shall promptly notify Juniper Networks if their exemption is revoked or modified. All payments made by End User shall be net of any applicable withholding tax. End User will provide reasonable assistance to Juniper Networks by promptly: providing Juniper Networks with valid tax receipts and other required documentation of End User's payment of any withholding taxes;

applying for reduced tax rates; and notifying and assisting Juniper Networks in any audit or tax proceeding, related to transactions hereunder. End User shall comply with all applicable tax laws and regulations, and End User will promptly indemnify, defend and otherwise pay or reimburse Juniper Networks for all costs and damages related to any liability incurred by Juniper Networks as a result of End User's non-compliance or delay with its responsibilities herein. End User's obligations under this Section 3.f shall survive termination or expiration of this Agreement.

4. Confidential Information.

Confidential Information means all information disclosed to the other in (i) tangible form and which is designated "Confidential" or "Proprietary"; (ii) disclosed orally, and summarized in writing and delivered to the other party within 30 days of disclosure; or (iii) which by the nature of the information and the circumstances of the disclosure, the receiving party should reasonably infer to be confidential or proprietary. Confidential Information does not include information which: (a) is or becomes generally known through no fault of the receiving party, (b) is known to the receiving party at the time of disclosure, as evidenced by its records, (c) is hereafter furnished to the receiving party by a third party as a matter of right and without restriction on disclosure; (d) is independently developed by the receiving party without any breach of this Agreement; or (e) is disclosed in response to a valid order of a court or other governmental body or is otherwise required by law to be disclosed, provided the responding party gives sufficient notice to the other party to enable it to take protective measures.

Each party will use a reasonable degree of care to maintain all Confidential Information of the other in confidence and neither will disclose to any third party nor use Confidential Information of the other for any unauthorized purpose. Each party may only disclose Confidential Information to those recipients, employees and representatives as may have a need to know to accomplish the purposes of this Agreement and who are legally bound by confidentiality obligations consistent with this Agreement. No rights or licenses to intellectual property in Confidential Information is granted by either party under this Agreement, whether express, implied or otherwise the obligations imposed on the receiving party shall survive until such time as the Confidential Information of the other party becomes publicly available and/or made generally known through no action of the receiving party. All Confidential Information will be returned (or destroyed) immediately to the disclosing party after the receiving party's need for it has expired or upon request of the disclosing party or termination of this Agreement. Each party agrees that the violation of the confidentiality provisions will cause irreparable injury to the other entitling the other party to immediate injunctive or other equitable relief, in addition to, and not in lieu of, any other remedies such party may be entitled to. The disclosure of Confidential Information will be governed by this Agreement, which supersedes any previous confidentiality or nondisclosure agreement executed by or on behalf of the parties. Any such Confidential Information will be treated as if it were disclosed under this Agreement (and this Agreement were in effect) as of the date of such exchange.

Nothing in this Agreement shall prohibit or limit either party's use or disclosure of the U.S. Federal income tax treatment and U.S. Federal income tax structure of any transaction contemplated by this Agreement and all materials of any kind (including opinions or other tax analyses) that are provided to it relating to such tax treatment or tax structure, except where confidentiality is necessary to comply with applicable federal or state securities laws.

5. Proprietary Materials; Information Provided by Others.

a. End-User acknowledges that it is receiving the benefit of Juniper Networks' experience with supporting, maintaining and developing Juniper Networks products and documentation for Juniper

Networks end users worldwide. Any and all inventions, derivative works, improvements, developments, feedback or other intellectual property rights generated by Juniper Networks and provided to End User in the course of performing Services ("Juniper Services IP") shall be the sole and exclusive property of Juniper; provided however, (i) Juniper hereby grants End User a non-transferrable non-exclusive, perpetual internal use license to any materials (other than Software) developed by Juniper Networks specifically for End User in the course of providing the Services; and (ii) that such Juniper Services IP are not based upon and will not include End-User's Confidential Information. The Services will not be performed as a work-for-hire but shall instead be subject to these terms. Any use of the Juniper's Software shall remain subject to the end user licensing terms under which such Software was licensed. Furthermore End User hereby grants to Juniper Networks an irrevocable, perpetual, sub-licensable license, for no fee and with the right to sublicense, modify, adapt, translate, and otherwise use, on a worldwide basis, any feedback and ideas shared with Juniper Networks in the course of the Services and the rights to create and own derivative works from such feedback or ideas without the right of attribution.

b. Subject to the limitations set forth below in this Section 5, End User hereby grants to Juniper Networks, and Juniper Networks hereby accepts, access to and use of End User's and/or its third party licensor's proprietary materials (the "Licensed Materials") solely for purposes of providing Support during the term of the Support Contract and for archival purposes. End User warrants and represents that it has, or will use commercially reasonable efforts to obtain, the right and authority to grant such access to and use of all Licensed Materials to Juniper Networks hereunder. Juniper Networks shall not make any copies, distribute, reproduce, modify, transmit, reverse engineer, disassemble, decompile, prepare derivative works, of the Licensed Materials, except as necessary to provide Support and as approved by End User.

c. Juniper Networks agrees not to remove, obscure or obliterate any copyright notice, trademark or other proprietary rights notices placed on or contained in any Licensed Materials.

d. Juniper Networks will be entitled to rely on the timeliness, accuracy and completeness of information prepared and/or provided by End User. Juniper Networks shall not be liable to End User or any third party for any injury or loss arising from errors, omissions, or inaccuracies in documents or other information that is provided by End User or for delays by End User or third parties in providing required information.

6. LIMITATION OF LIABILITY. JUNIPER NETWORKS' LIABILITY ARISING OUT OF THIS AGREEMENT AND/OR SALE OF THE PRODUCTS OR SERVICES SHALL BE LIMITED TO THE AMOUNT PAID AND PAYABLE BY THE END USER FOR THE SERVICE CONTRACT THAT IS THE SUBJECT OF THE CLAIM, UP TO A MAXIMUM OF $100,000 U.S. dollars. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JUNIPER NETWORKS HAVE ANY LIABILITY FOR ANY LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM THE USE OF PRODUCT OR SERVICES PURCHASED (OR LICENSED) HEREUNDER, OR FOR ANY OTHER REASON. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7. Term and Termination.

a. Term. This Agreement shall be binding upon Juniper Networks, and the initial term of this Agreement shall commence, on the date that a valid purchase order for Services is accepted by Juniper Networks. This Agreement will terminate upon the expiration of the End User's last remaining active Service Contract.

b. Reinstatement of Services. If with respect to a Product where (i) the standard warranty has ended, (ii) End User's Juniper Networks Service Contract has expired (but not terminated), or (iii) there has been a transfer of Product ownership, then Services for that Product must undergo Juniper Networks inspection and payment of a reinstatement fee before Juniper Networks, at its discretion reinstates Services under a new Juniper Networks Service Contract. Rules for eligibility for reinstatement and applicable fees are set forth in Juniper's Support Services Inspection and Reinstatement Policy (http://www.juniper.net/support/guidelines.html) and is subject to change under Section 8.l. Any fee charged for inspection or reinstatement is non-refundable and does not apply against the purchase price of the new Service Contract.

c. Termination for Breach. If either party breaches a provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach, the non-breaching party shall have the right to terminate this Agreement at any time; provided if a breach cannot be cured within 30 days but is capable of cure, the breaching party shall not be in default if, within 30 days of receiving notice of breach, in good faith, it begins and continues to attempt to cure the breach. In such case, the breaching party shall have a reasonable time to cure the breach before being in default. Notwithstanding anything to the contrary herein, End User's breach of payment obligation constitutes a default the date the payment is due and Juniper Networks shall have the right to terminate this Agreement immediately

d. Termination for Insolvency. Either party may terminate this Agreement, effective immediately upon written notice, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, if that petition or proceeding is not dismissed with prejudice within sixty (60) days after filing.

e. Survival. The provisions of Sections 1, 3.e and f, 4, 5, 6, 7 and 8 shall survive termination hereof for any reason.

8. Miscellaneous

a. Governing Law. This Agreement shall be interpreted and governed by the laws of the State of California without reference to conflict of law principles. The parties specifically agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

b. Venue. For any disputes arising out of or in connection with this Agreement with regards to Services Contracts in the United States, the parties consent to the personal and exclusive jurisdiction of, and venue in, the state and federal courts within Santa Clara County, California, except that either party may seek equitable relief in any court of competent jurisdiction to protect its Confidential Information from misappropriation or disclosure by the other party. Any other dispute or controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators shall be three, the place of arbitration shall be Santa Clara County, California, U.S.A., and the language of the arbitration shall be English. Any award of the arbitral tribunal shall be final and binding on the parties. The arbitral award may be enforced in any court of competent jurisdiction. Nothing in the preceding clause (dispute resolution) shall preclude any party from seeking interim relief or orders for interim preservation in any court of competent jurisdiction. Any such application to a court shall not be considered demonstrating an intention to act inconsistently in any way with the agreement to settle disputes by arbitration in accordance with the preceding clause.

c. Entire Agreement. The terms and conditions contained in this Agreement and its attachments constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all previous agreements and understandings, whether oral or written, between the

parties hereto with respect to the subject matter of this Agreement and no agreement or understanding varying or extending the same shall be binding upon either party unless in a written document signed by both parties.

d. Force Majeure. Except for payment obligations contained herein, neither party will be responsible for any failure or delay in performance due, in whole or in part, directly or indirectly, to any contingency, delay, failure, or cause of any nature beyond its reasonable control, including, without in any way limiting the generality of the foregoing, fire, terrorism, epidemic, earthquake, storm, flood or other weather, unavailability of necessary utilities or raw materials, strike, lockout, unavailability of components, war, riot, acts of God, regulation, ordinance, or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement) or other event that is traditionally recognized by California courts as an event of force majeure.

e. Assignment. End User may not assign or delegate or otherwise transfer its licenses, rights or duties under this Agreement except with prior written consent of Juniper Networks. Any prohibited assignment will be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties thereto and successors and assigns.

f. Compliance with Laws; Export Requirements. End User shall comply with all applicable laws and regulations. End User acknowledges and agrees that it and Juniper Networks are subject to statutory and regulatory measures of the US government and of the governments of numerous other countries controlling on export, import and use of encryption products, software and technology. Among other things, Juniper may not be able to furnish services of any kind for such product that may have re-exported to a country in violation of applicable US re-export controls. This may arise, for example, (i) if a product is located in an embargoed territory, such as Cuba, Iran, North Korea, Syria or Sudan or the Crimea region of Ukraine, (ii) if the party actually using the Juniper product supported is on a sanctioned parties list published by the US government or by another government with jurisdiction over the transaction by which the End User received the product, (iii) if the party actually using the Juniper product is a government end user in a country for which US law requires export license for certain specially controlled encryption items or (iv) if End User is using any Product to support activities in support of development, manufacture or use of nuclear fuel or weapons, missiles, or chemical or biological weapons. End User represents to Juniper that it has no reason to believe that it has either received any Product through any export or re-export in violation of US or other applicable laws or regulations nor that the product has been installed or used in any manner identified in any of clauses (i) through (iv) above. End User agrees that it will immediately notify Juniper if at any time it has reason to believe that any such representation if made at such time would no longer be accurate. End User agrees that End User will not export, either directly or indirectly, any Products without first obtaining any and all necessary approvals from the U.S. Department of Commerce or any other agency or department of the United States Government is required. End User further agrees that as part of Juniper's export compliance program, Juniper may from time to time impose certain conditions and restrictions on Services as reasonably necessary to avoid violations of encryption controls or other legal requirements. End User agrees to cooperate with all Juniper requests for information, documentation or commitments reasonably required to fulfill requirements of its encryption control program.

g. Litigation Expenses. In any suit or proceeding relating to this Agreement, the prevailing party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal.

h. Notice. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been given if sent by facsimile (followed by mailing of the original in the manner described herein), by personal delivery, by express courier service, or if mailed, postage

prepaid first class certified, return receipt requested, on the third day after mailing to the addresses first indicated in this Agreement for End User and the address indicated below for Juniper Networks, or to such other address a party may designate to the other in writing.

For notices to Juniper Networks (US) Inc., End User shall send notices to 1133 Innovation Way, Sunnyvale, CA 94089 USA, Attn: Legal; for notices to Juniper Networks International, B.V., End User shall send notices to Boeing Avenue 240 1119 PZ Schiphol Rijk Amsterdam NL, Attn: Legal; and for notices to Juniper Networks (UK) Limited, End User shall send notices to Building 1 Aviator Park, Station Road, Addlestone, Surrey, K15 2PG, United Kingdom, Attn: Legal.

For notices to End User: [*see address for End User on signature page of this Agreement or, if none, then, at Juniper Networks' election, End User's address on the purchase order for the Services Contract or End User's address indicated when End User registers at Juniper Networks' CSC.*]

In addition to the notice methods specified above, any notification of changes under Section 1)a)i) or ii) herein may be given by posting as specified in Section 1)a)iii).

i. No Waiver. The failure of any party to enforce any of the terms of this Agreement shall not constitute a waiver of that party's right thereafter to enforce each and every term of this Agreement.

j. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original instrument, but all of which shall constitute one and the same agreement.

k. Invalidity. If any portion of this Agreement is held invalid, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and the parties shall seek in good faith to agree to substitute for invalid provisions a valid provision that most closely approximates the economic effect and intent of the invalid provision.

l. Complete Agreement; Modifications. This Agreement, including documents incorporated herein by reference, constitutes the entire understanding and contract between the parties and supersedes all prior agreements, commitments or representations, oral or written related to the provision of Juniper Networks Services to End User. The terms and conditions of this Agreement will supersede all pre-printed terms and conditions contained on any purchase order or other business form submitted by either party to the other from the Effective Date forward. Except as otherwise provided in subsections i) or ii), below, this Agreement may not be amended or modified except by a writing executed by the duly authorized representatives of both parties.

    i) *SDD changes.* Juniper Network may at any time modify, add or delete any SDD or the Juniper Networks Services listing at http://www.juniper.net/us/en/products-services/technical-services/ effective upon written or electronic notice to End User; provided that no such modification shall affect the terms of any Juniper Networks Service Contract ordered and accepted prior to the effective date of such modification, nor of any renewal of a Juniper Networks Service Contract that becomes effective prior to the effective date of such modification.

    ii) *Online Policies, Guidelines and Procedures.* Juniper Networks may at any time modify any other online policies, guidelines and procedures referenced in this Agreement effective written or electronic notice to End User, provided that no such modification shall affect the Juniper Networks Services under the then-current term of any Juniper Networks Services Contract ordered and accepted prior to the effective date of such modification.

    iii) Juniper Networks' posting of any changes regarding Juniper Networks Services shall, when appearing at http://www.juniper.net/us/en/products-services/technical-services/ or of any changes regarding other online policies and procedures referenced in this Agreement, will be deemed adequate notice of change for purposes of such changes.

READ THIS AGREEMENT BEFORE DOWNLOADING, INSTALLING, OR USING THE SOFTWARE. JUNIPER NETWORKS IS WILLING TO LICENSE THE SOFTWARE TO YOU OR THE ENTITY YOU REPRESENT (COLLECTIVELY "*YOU*") AND MAKE AVAILABLE ASSOCIATED MAINTENANCE SERVICES ONLY IF YOU ACCEPT ALL OF THE TERMS OF THIS AGREEMENT.

YOU SHALL HAVE NO RIGHT TO INSTALL OR USE THE SOFTWARE OR TO RECEIVE ANY MAINTENANCE SERVICES THAT YOU MAY HAVE ORDERED UNLESS YOU HAVE RECEIVED A COPY OF THE SOFTWARE FROM JUNIPER NETWORKS OR A JUNIPER NETWORKS-AUTHORIZED RESELLER (COLLECTIVELY, AN "*APPROVED SOURCE*"), AND (II) YOU ACCEPT ALL TERMS OF THIS AGREEMENT.

IF YOU DO NOT AGREE TO ALL TERMS OF THE AGREEMENT, OR IF YOU HAVE ORDERED THE SOFTWARE FROM SOMEONE WHO IS NOT AN APPROVED SOURCE, THEN (A) DO *NOT* DOWNLOAD, INSTALL, OR USE THE SOFTWARE (and, if the software was delivered to You embedded in a Juniper hardware product, DO NOT INSTALL OR USE THAT HARDWARE PRODUCT) OR REQUEST ANY MAINTENANCE SERVICES, AND (B) WITHIN 30 DAYS AFTER PLACING YOUR ORDER FOR THE SOFTWARE (AND, IF APPLICABLE, THE HARDWARE PRODUCT IN WHICH IT WAS DELIVERED EMBEDDED), EITHER (I) RETURN THE HARDWARE PRODUCT, IF APPLICABLE, RETURN OR DESTROY ALL COPIES OF THE SOFTWARE AND REQUEST FULL REFUND OF THE SOFTWARE LICENSE FEE (AND, IF APPLICABLE, ASSOCIATED SOFTWARE MAINTENANCE SERVICE FEE AND THE PURCHASE PRICE OF THE HARDWARE PRODUCT) FROM THE PARTY THAT FURNISHED YOU THE SOFTWARE. By installing or using any software, using the hardware product in which it was delivered embedded, if applicable, or by using any maintenance services You will be deemed to have accepted this Agreement.

IF YOU AND JUNIPER NETWORKS HAVE SIGNED A SEPARATE WRITTEN AGREEMENT COVERING YOUR RIGHTS AND DUTIES WITH RESPECT TO THE SOFTWARE, THEN THAT WRITTEN AGREEMENT TAKES PRECEDENCE OVER ANY CONFLICTING TERMS OF THIS AGREEMENT.

END USER LICENSE AGREEMENT

(May 2016 Release)

This Juniper End User License Agreement ("***Agreement***") governs Your rights and duties with respect to the Software. Capitalized terms used in this Agreement are defined in Section 28 (Definitions).

1. **License Grant.**
   a. When You purchase or rightfully receive a license to a Software product, Juniper grants You a worldwide, non-exclusive, non-transferrable right to install and use that Software for the term stated in Your Proof of Entitlement.
   b. As long as Your use of the Software does not exceed the quantity of License Metric units that You purchased, You may copy, install and use the Software on any device that supports it (and you may move the Software from one device to another), EXCEPT (i) for operating system software (and any separately licensable Software products that may be included along with the operating system software in the object code image you receive from Juniper) and its Updates, all of which may only be installed and used on a replacement Juniper Platform (obtained from Juniper or an Approved Source) in the event of a hardware failure (with prompt notice to Juniper); (ii) for Software and its Updates accessed by You through a Commercial Cloud Service provider acting as an Authorized Reseller or other Juniper-authorized Commercial Cloud Service provider in which case You shall be entitled to access and use only such Software instance(s) as may be provisioned for You in the Commercial Cloud Service environment and your right to access and use shall be solely through the Commercial Cloud Service; or (iii) as otherwise agreed to in a written amendment to this Agreement. .
2. **Trust Based Licensing Model**. Most Software offered by Juniper employs no programmatic license enforcement. It is Your responsibility to both monitor Your usage level, and purchase sufficient License Metric units to meet Your Software usage.
3. **License Name.** Each Software product is identified by unique name. This name, when combined with a Version number corresponds to a specific base set of product features and functionality identified to that Version of the Software in Juniper's Feature Documentationhttp://pathfinder.juniper.net/feature-explorer/.
4. **Term of License.**
   a. Subscriptions. If Your license is a Subscription, then the term of the Subscription shall be 12 months unless Your Proof of Entitlement states otherwise. You may, however, renew or reinstate Your Subscription subject to the terms of the Applicable SDD. Subscription renewals are subject to terms of Juniper's then-current EOL and EOS policies and procedures (see http://juniper.net/support/eol/) ("EOL/EOS Policies"),
   b. Special Purpose Licenses. If Your license is a Special Purpose License (see Section 6, below), then its term shall be that stated in Your Proof of Entitlement. If You have no Proof of Entitlement or if Your Proof of Entitlement fails to state a license term, then the term of Your license shall be 90 days from date that You first received the Software, whether via download or otherwise.
   c. Perpetual Licenses. If You have a valid Proof of Entitlement that states that Your license is "Perpetual," then, except as stated below, Your license is perpetual, subject only to termination for nonpayment of license fees or other breach of this Agreement. An otherwise Perpetual License to operating system software (as well as any separately licensable Software products that may be included along with the operating system software in the object code image you receive from Juniper) and its Updates nonetheless terminates if and when You sell or otherwise transfer the Juniper Platform on which You use it, or when Your lease to that Juniper Platform terminates.
5. **License Metrics. License Metrics include the following:**
   a. ***Core*** – the number of Cores available for any instance of Software to operate on, where "Core" means an individual processing unit that is embedded in a computer processor. A processor may contain multiple Cores. If one or more instances of Software is installed for use on a virtual machine, then the number of Cores assigned to the virtual machine will be counted as available for such instance(s) of Software.

b. ***CPU Socket*** – the number of CPU Sockets available for any instance of Software to operate on, where "CPU Socket" means a mechanical component that provides electrical connectivity between a microprocessor and a printed circuit board. If one or more instances of Software is installed for use on a virtual machine, then the number of CPU Sockets assigned to the virtual machine will be counted as available for such instance(s) of Software.

c. ***Events per Second*** - the maximum rate of Events per second that the Software, as deployed, is capable of detecting, logging, recording, monitoring, analyzing or otherwise acting upon or processing. For purposes of this metric, "Event" means a condition or state in the network, including a condition or state in a data path in the network, in an element of the network or in a device connected to the network. If multiple instances of the Software are used, then total Events per Second is the sum of the maximum rates across all such instances.

d. ***Flows per Second*** - the maximum rate of sequences of packets per second from a source device to a destination that the Software, as deployed, is capable of detecting, logging, recording, monitoring, analyzing or otherwise acting upon or processing. If multiple instances of the Software are used, then total Flows per Second is the sum of the maximum rates across all such instances.

e. ***Managed Users*** – the number of individuals to which You and Your direct customers grant access for one or more services furnished, managed, or provisioned by any instance of the Software. A Managed User who accesses such services through multiple devices is nonetheless counted as a single Managed User.

f. ***Network Element*** – the number of physical or virtual devices that are recognizable by any instance of the Software as devices that it may administer, monitor, manage, provision, or otherwise act upon.

g. ***100Mbps*** – the maximum rate of total bits of throughput (inbound or outbound) per second (measured in 100Mbps per second units) that the Software, as deployed, is capable of detecting, monitoring, or otherwise acting upon or processing. If multiple instances of the Software are used, then total 100Mbps is the sum of the maximum rates across all such instances.

h. ***Gbps*** - the maximum rate of total bits of throughput (inbound or outbound) per second (measured in Gbps per second units) that the Software, as deployed, is capable of detecting, monitoring, or otherwise acting upon or processing. If multiple instances of the Software are used, then total Gbps is the sum of the maximum rates across all such instances.

i. ***Other Forms of License.*** Other License Metrics may be defined for specific Software products in a "Software-Specific Entitlement Addendum" ("SSEA").

6. **Special Purpose Licenses.** Special Purpose Licenses may not be used for any production or commercial application. License Metric limitations do not apply to Special Purpose Licenses.

a. Demonstration Use-based License. If Your Proof of Entitlement for certain Software (or a separate written agreement with Juniper) identifies Your license as "Demonstration Use" or with words of like meaning, AND if You are a Juniper-authorized distributor or reseller, then for the license term You may use the Software but only to demonstrate features and performance of the Software to prospective buyers and only while You remain a Juniper-authorized distributor or reseller.

b. Research and Development Use-based License. If Your Proof of Entitlement for certain Software (or a separate written agreement with Juniper) identifies Your license as "Research and Development Use" or "Lab Use" or with words of like meaning, then for the license term You may install and use the Software but only for internal research and development.

c. Evaluation Use-based License. If Your Proof of Entitlement for certain Software (or a separate written agreement with Juniper) identifies Your license as "Evaluation Use" or with words of like meaning, or if You have no Proof of Entitlement, then for the license term (Section 4, above) You may install and use the Software but only for internal evaluation of the Software.

d. Education Use-based License. If Your Proof of Entitlement for certain Software (or a separate written agreement with Juniper) identifies Your license as "Educational Use, "Training Use" or with words of like meaning, then for the license term You may install and use the Software solely as a training tool in a Juniper-authorized class that You conduct in the use of that Software. You may so use the Software only while You are operating under a valid and active Global Academic Alliance agreement or Authorized Education Partner agreement with Juniper. You may not, however, allow anyone to access the software other than the instructor and the students duly enrolled in the class, and You may not allow students to copy or download or remove any copy of Software or to use the Software other than for conduct of coursework.

7. **Maintenance Services; Updates.**

a. General. Subject to its EOL/EOS Policies, Juniper makes available the maintenance services (the "***Maintenance Services***") described in the "***Applicable SDD***", which means (i) for Software other than operating system software, the Juniper Care Software Advantage Service Description Document at https://www.juniper.net/support/guidelines.html, or (ii) for operating system software, the Juniper Care Service Description Document at https://www.juniper.net/support/guidelines.html. All Maintenance Services are subject to the terms and conditions of this EULA and the Applicable SDD.

b. Subscriptions. If Your Software is licensed under a Subscription, then during the term of the Subscription, Juniper shall provide Maintenance Services for that Software at no additional charge.

c. Special Purpose Licenses. Juniper has no obligation to furnish Maintenance Services of any kind for Software licensed under Special Purpose License.

d. Maintenance Contracts for Licenses other than Subscriptions.

i) If your license is not a Subscription or a Special Purpose License, then Maintenance Services are available only if you purchase them at an additional fee.

ii) If Your license is not a Subscription or a Special Purpose License, then You must purchase and pay for a support contract that meets all of the following requirements:

A. The contract must be for at least the initial twelve (12) months of Your license.
B. The contract must cover all of Your License Metric Units of the Software;
C. The contract must provide at least for the Maintenance Services as described in the Applicable SDD or their substantial equivalent; AND

D. The contract must either be purchased from Juniper or its Approved Sources, or from a Juniper-authorized Support Service Specialist; provided that if you purchase the contract from a Support Service Specialist, you acknowledge and agree that
   (1) Support Service Specialist has **not** entered into or performed under that contract either as an partner, joint venturer, employee or agent of Juniper and
   (2) Your sole recourse for any breach of such contract or damage or loss arising out of or relating to such contract shall be solely against the Support Service Specialist.

e. Updates. Updates are available to You only as a part of Maintenance Services. By downloading, taking delivery of or using any Update, Your rights with respect to the Update are subject to the terms the latest revision of this Agreement posted at the time of Your receipt or first use of the Update, any applicable SSEA, the then-current Applicable SDD, then-current EOL/EOS Policies, and Your Proof of Entitlement for the Software. Your rights to use the Update are also subject to Your ceasing all use of the replaced Software (or, as the case may be, the replaced portion of the Software in the case and Update is provided in form of a patch). Certain License Restrictions, Limitations and Prohibitions.

8. This Section 8 supersedes any contrary provision elsewhere in this Agreement and applies to all varieties of licenses, whether Special Purpose Licenses, Subscriptions, Perpetual or otherwise:

a. No Rights or Licenses Implied. Licenses or rights in the Software not expressly granted in this Agreement shall not arise by implication or otherwise.

b. Approved Source. You shall have no right or license in the Software unless You rightfully received the Software from an Approved Source.

c. No Sublicensing or Assignment. You may not sublicense, transfer or assign, whether voluntarily or by operation of law, any right or license in or to the Software or under any Proof of Entitlement. Any attempted sublicense, transfer or assignment shall be void.

   If You are a party to a transaction (or related series of transactions) involving a merger, consolidation or other corporate reorganization (collectively, a "*Restructure")* where You do not survive the transaction(s), the transaction(s) shall also be deemed a prohibited transfer.

d. You are Sole Licensee. No rights or licenses in the Software or any Maintenance Services shall arise under this Agreement in favor of anyone other than You.

e. Separately Licensable Software. The software image that contains Software product that You license from Juniper or its Approved Sources might also include additional unlicensed features or functionality that You may not use unless You purchase a separate license at an additional fee. Features and functionality are not included in your license to the Version of the Software product you licensed unless a published Juniper feature description for that Version of the Software identifies those features and functionality as being included.http://pathfinder.juniper.net/feature-explorer/

f. Restrictions on charging a fee for access or use. You shall not allow any customer or other third party to grant anyone else access for a fee or other consideration to services, content or resources that are generated, managed, distributed, provisioned, billed or enabled by the Software.

g. Any duty that Juniper might have to deliver a copy of the Software to You is subject to Juniper's ability to deliver such copy to You in compliance with all applicable export control laws and regulations.

h. Commercial Cloud Services. Your right of access and use of the Software provision as part of Commercial Cloud Services is subject to the ongoing validity and your compliance with the applicable Commercial Cloud Service terms of use imposed by the Commercial Cloud Service provider. Termination, suspension or unavailability of the Commercial Cloud Service is at your own risk and You acknowledge that Juniper shall no liability or duty arising out of any such termination, suspension or unavailability. You further understand that in order to use the Software, you may have to purchase license rights to and install third party software that is compatible with the Software operating in the Commercial Cloud Services environment, and Juniper disclaims all warranties, representations or assurances regarding suitability of such third party software.

i. Source Code. In the limited event that Software includes source code, such source code is provided for reference purposes only unless expressly licensed otherwise by Juniper or its licensors.

j. Java Related Software Terms. You acknowledge Oracle owns the Java trademark and all Java-related trademarks, logos and icons including the Coffee Cup and Duke ("Java Marks") and agree to: (a) comply with the Java Trademark Guidelines at http://www.oracle.com/us/legal/third-partytrademarks/index.html; (b) not do anything harmful to or inconsistent with Oracle's rights in the Java Marks; and (c) assist Oracle in protecting those rights, including assigning to Oracle any rights acquired by the End User in any Java Mark. Furthermore, Commercial Features that are not included in the licensed Java Software included in the Software will require an additional license from Oracle. "Commercial Features" means those features identified in Table 1-1 (Commercial Features In Java SE Product Editions) of the Program Documentation accessible at http://www.oracle.com/technetwork/java/javase/documentation/index.html.

k. Other Use Restrictions and Prohibitions. You shall ***not***, directly or indirectly:

- Decompile, disassemble or reverse engineer the Software or modify, change, unbundle, or create derivative works based on the Software, except as expressly permitted by applicable law without the possibility of contractual waiver. If the law requires Juniper to provide interface information to You to adapt the Software, Juniper, at its option, may either (A) provide the information to You subject to Your acceptance of non-disclosure and use limitation terms that Juniper reasonably requires, or (B) perform that adaptation itself at a reasonable charge for services.
- Copy the Software except for archival purposes or as necessary for You to install and make use of the Software as expressly licensed by Juniper.
- Detach or separate any libraries, files, modules or other components embedded within a Software product or within a particular software image you have received even if that any such library, file, module or other component is separately licensable, or use any such modules, files or other components separately from the Software product or software image in which it is embedded (except to the extent that a documented feature of the Software product is implemented by doing so);
- Furnish any copy of the Software or other means of access to the Software to any third party other than to Your contractor(s) (including but not limited to Your Commercial Cloud Service providers) solely for Your benefit in performing its contract services for You and in

that case only if that contractor has agreed to adhere to the terms of this Agreement. If You do furnish Software or access to Software to Your contractor(s), You shall remain fully and primarily responsible to Juniper for compliance with all provisions of this Agreement;

- Remove (or, if the license includes the right to make copies of the Software, fail to include in those copies) any readme files notices, disclaimers, marks and labels included in the Software as delivered by Juniper; or
- Use or allow use of the Software in violation of any applicable law or regulation or to support or facilitate any illegal activity.

9. License and Maintenance Contract fees; Taxes.

a. Fees. Unless otherwise specified in an SSEA, Your Proof of Entitlement or a separate written agreement between You and Juniper, License fees, Subscription fees and fees for Maintenance Services contracts are due and payable in advance upon acceptance of Your purchase order. Juniper reserves the right to contract order processing and invoicing for fees owed to Juniper with licensing, subscription or Maintenance Services for Software to any third party. For example, in the case of a Commercial Cloud Services license granted for Your access and use of Software in a Commercial Cloud Services environment administered by a third party Commercial Cloud Services provider, such order processing and invoicing may be conducted by such Commercial Cloud Services provider or its agents or affiliates. In such case, You agree to pay all amounts duly invoiced as instructed without any right of counterclaim or offset in respect of claims You might have against such contract party.

b. Taxes. All prices and fees payable in respect of any license to Software (including any Subscription) or any Maintenance Services contract entered into with Juniper are exclusive of tax. You shall be responsible for paying taxes arising from the licensing or delivery of Software (including any Subscription) or purchase of Maintenance Services. If applicable, valid exemption documentation for each taxing jurisdiction shall be provided to Juniper prior to invoicing, and You shall promptly notify Juniper if Your exemption is revoked or modified. All payments that You make shall be net of any applicable withholding tax. You will provide reasonable assistance to Juniper in connection with such withholding taxes by promptly providing Juniper with valid tax receipts and other required documentation showing Your payment of any withholding taxes; completing appropriate applications that could reduce the amount of withholding tax to be paid; applying for reduced tax rates; and notifying and assisting Juniper in any audit or tax proceeding related to transactions hereunder. You shall comply with all applicable tax laws and regulations, and You will promptly pay or reimburse Juniper for all costs and damages related to any liability incurred by Juniper Networks as a result of Your non-compliance or delay with its responsibilities herein. Neither party shall be liable for taxes or assessments on the other party's net income, gross income, capital, net worth, franchise, privilege, property, or any similar taxes or assessments. Your obligations under this Section 9.b shall survive termination or expiration of this Agreement.

10. Termination.

a. Early Termination for Breach. If at any time You

i) fail to make timely payment of any applicable fees due in respect of Software licensed or Maintenance Services, or

ii) use the Software in excess of Your purchased License Metric units but fail timely to notify Juniper of such excess use and purchase and pay for additional License Metric units as required under subsection 11.b, below, or

iii) otherwise breach any term of this Agreement or the Applicable SDD,

then Juniper may, in addition to any other remedy to which it may be entitled, terminate Your license to the Software and any rights You may have to Maintenance Services.

b. Termination for Insolvency. Either party may terminate the SVC Contract or Subscription, effective immediately upon written notice, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, if that petition or proceeding is not dismissed with prejudice within sixty (60) days after filing.

c. Effect of Termination or Expiration. If Your license term expires without renewal or reinstatement or otherwise terminates, then You shall promptly destroy or return to Juniper all copies of the Software and related documentation in Your possession or control.

d. Survival. The provisions of Sections 7 through 28 shall survive termination or expiration of this Agreement.

11. Recordkeeping and Audit.

a. Your Duty to Monitor Use. You agree to monitor Your use of all Software and generate accurate, complete and auditable records of levels of that use.

b. Reports of Excess Use; Purchase of Additional License Metric Units. If at any time Your maximum level of use of the Software exceeds the number of License Metric units You have purchased, then on or before ten days after the last day of the calendar quarter in which Your level of use first exceeded that limit, You shall (i) notify Juniper in writing of Your maximum level of use and (ii) order and purchase sufficient License Metric units (in increments of the applicable minimum allowable number of License Metric units) to meet or exceed the maximum level of use of the Software during such calendar quarter,. Your SSEA, Proof of Entitlement or separate written agreement with Juniper may require You to report on Your usage more often. Failure either to timely report such excess use or to timely purchase and pay for the required additional License Metric units in accordance with this subsection 11.b shall be a material breach of this Agreement.

c. Juniper's Right to Audit. In order to enable Juniper to verify Your compliance with this Agreement, You shall, throughout the term of the license and for three years thereafter, provide to Juniper and its professional advisors access to such facilities, personnel, records and reports as reasonably necessary for it to validate compliance with this Agreement. Such right of inspection and copying includes without limitation

i) all Software monitoring records generated and maintained under this Section 11, and

ii) all other written or electronic data and reports that You generate or receive relevant to a determination of whether You have complied with this Agreement.

d. You hereby irrevocably consent and agree to execute and deliver to Juniper all documentation and to perform all such other acts including furnishing such waivers and releases, at Juniper's request and (subject to subsection 11.e, below) expense to enable Juniper to have access to all documents and records otherwise subject to inspection and audit under subsection 11.c, above but in the custody of any third party.

e. If any inspection under subsection 11.c discloses that You used the Software in excess of applicable License Metric units and failed timely to comply with subsection 11.b, then on notice of the inspection results, You shall immediately

i) purchase and pay for sufficient additional License Metric units (in increments of the applicable minimum allowable License Metric units) to meet or exceed Your maximum level of use of the Software d have been required to Your use from at any time exceeding Your purchase License Metric units;

ii) purchase and pay for contracts for Maintenance Services sufficient to cover Your new total number of License Metric units;

iii) pay late payment fees accruing on the purchase price of such additional License Metric units and on the amount of underpayment in respect of contracts purchased or required for Maintenance Services at a rate of 1% per month for each calendar month since the month on which Your use first exceeded Your License Metric units; and

iv) pay the reasonable costs incurred by Juniper in conducting the audit.

The remedy stated in this Section 11.e. is cumulative with and in addition to any other remedy Juniper may otherwise have.

12. Statements of Product Direction, Benchmarking Results.

a. Juniper may from time to time disclose information related to its development and plans for future products, features or enhancements ("SOPD"). SOPD information is subject to change at any time, without notice. Except as may be set forth in definitive agreements for the potential transaction, Juniper provides no assurances, and assumes no responsibility, that future products, features or enhancements will be introduced. Except as may be set forth in definitive agreements for the potential transaction, You should not base purchasing decisions upon reliance of timeframes or specifics outlined in an SOPD, because Juniper may delay or never introduces the future products, features or enhancements.

b. "Confidential Information" includes any SOPD, any results of any benchmarking or other testing You perform on the Software or any information disclosed by one party to the other relating to the Software or any Maintenance Services (i) in tangible form if it is designated "Confidential" or "Proprietary"; (ii) orally, if also summarized in writing and delivered to the other party within 30 days of disclosure; or (iii) that by the nature of the information and the circumstances of the disclosure, the receiving party should reasonably infer to be confidential or proprietary. Confidential Information does not include information that: (a) is or becomes generally known through no fault of the receiving party, (b) is known to the receiving party at the time of disclosure, as evidenced by its records, (c) is hereafter furnished to the receiving party by a third party as a matter of right and without restriction on disclosure; (d) is independently developed by the receiving party without any breach of this Agreement; or (e) is disclosed in response to a valid order of a court or other governmental body or is otherwise required by law to be disclosed, provided the responding party gives sufficient notice to the other party to enable it to take protective measures.

c. Each party will use a reasonable degree of care to maintain all Confidential Information of the other in confidence and neither will disclose to any third party nor use Confidential Information of the other for any unauthorized purpose. Each party may only disclose Confidential Information to those of its employees and representatives that both (i) may have a need to know for purposes of internal evaluation in the case of any SOPD or otherwise for Your internal purposes in configuring, installing, using or supporting the Software and (ii) are legally bound by confidentiality obligations no less stringent than those of this Agreement. No rights or licenses to intellectual property in Confidential Information are granted by either party under this Agreement, whether express, implied or otherwise.

d. All Confidential Information will be returned immediately to the disclosing party after the receiving party's need for it has expired or upon request of the disclosing party or termination of this Agreement. Each party agrees that the violation of the confidentiality provisions will cause irreparable injury to the other entitling the other party to immediate injunctive or other equitable relief, in addition to, and not in lieu of, any other remedies such party may be entitled to.

e. Nothing in this Agreement shall prohibit or limit either party's use or disclosure of the U.S. Federal income tax treatment and U.S. Federal income tax structure of any transaction contemplated by this Agreement and all materials of any kind (including opinions or other tax analyses) that are provided to it relating to such tax treatment or tax structure, except where confidentiality is necessary to comply with applicable federal or state securities laws.

13. Your Data. Unless Juniper otherwise agrees in a signed writing, You shall not disclose or provide Juniper access to any personally-identifiable information, whether in data or any other form. You shall be solely responsible for all consequences of any such disclosure or grant of access.

14. Ownership. Juniper and Juniper's licensors, respectively, retain exclusive ownership of all right, title, and interest of all intellectual property in and to the Software. Nothing in this Agreement constitutes a sale or other transfer or conveyance of any right, title, or interest in the Software.

15. Limited Warranty.

a. SOFTWARE LICENSED FOR RESEARCH AND DEVELOPMENT USE, EVALUATION USE, DEMONSTRATION USE OR EDUCATIONAL USE ARE FURNISHED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESSLY OR IMPLIED. For any other license of Software under this Agreement, Juniper warrants for Your sole benefit that for a period of ninety (90) days from the commencement of the license term (herein, the "*Warranty Period*"), the media on which Software is delivered, shall be free from defects in material and workmanship under normal authorized use consistent with the product instructions. You may not make a warranty claim after lapse of the Warranty Period. YOUR SOLE AND EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY OF JUNIPER FOR BREACH OF ANY WARRANTY UNDER THIS SECTION 15 SHALL BE THE REPLACEMENT OF THE MEDIA CONTAINING THE SOFTWARE.

b. Restrictions: No warranty will apply if the Software (or the hardware on which the Software operates) (i) has been altered, except by Juniper; (ii) has not been installed, operated, repaired, or maintained in accordance with documentation and instructions supplied by Juniper; (iii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident or (iv) has been licensed solely for Research and Development Use, Lab Use, Evaluation Use or Demonstration Use or if the Software is beta software or otherwise not commercially released. In addition, neither the Software nor any Juniper hardware system on which it may be installed is designed or intended for (i) use in the design, construction, operation or maintenance of any nuclear facility, (ii) navigating or operating aircraft; (iii) operating life-support or life-critical medical equipment or (iv) incorporation in a dwelling or for personal, family, or household purposes or otherwise for use as a consumer product, and Juniper disclaims any express or implied warranty of fitness for such uses. You are solely responsible for backing up its programs

and data to protect against loss or corruption. **JUNIPER WARRANTY OBLIGATIONS DO NOT INCLUDE INSTALLATION, REINSTALLATION OR MAINTENANCE SERVICES OF ANY KIND.**

c. JUNIPER DISCLAIMS ANY WARRANTY, REPRESENTATION OR ASSURANCE THAT THE SOFTWARE, OR ANY EQUIPMENT OR NETWORK RUNNING THE SOFTWARE, WILL OPERATE WITHOUT ERROR OR INTERRUPTION, OR WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK.

d. Disclaimer of All Other Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 15, TO THE EXTENT PERMITTED BY LAW JUNIPER DISCLAIMS ALL WARRANTIES IN AND TO THE SOFTWARE (WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, THAT WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. This disclaimer and exclusion shall apply even if the express warranty fails of its essential purpose.

16. **Limitation of Damages. To the extent permitted by law,**

a. IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF JUNIPER, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUPPLIERS AND LICENSORS TO YOU FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY (WHETHER UNDER CONTRACT OR STATUTE, IN TORT (INCLUDING PRODUCT LIABILITY) OR OTHERWISE), EXCEED THE GREATER OF (I) ONE HUNDRED US DOLLARS ($100.00) IN THE AGGREGATE OVER ALL COPIES OF ANY AND ALL SOFTWARE LICENSED TO YOU BY JUNIPER OR ANOTHER APPROVED SOURCE; OR (II) THE PRICE PAID TO JUNIPER FOR LICENSED RIGHTS TO THE SOFTWARE, FOR THE SUBSCRIPTION OR FOR THE CONTRACT FOR MAINTENANCE SERVICES, WHICHEVER GAVE RISE TO THE CLAIM.

b. IN NO EVENT SHALL ANY BREACH BY JUNIPER IN CONNECTION WITH ANY REPRESENTATIONS, WARRANTIES OR COMMITMENTS, EXPRESS OR IMPLIED, RELATING TO THE SOFTWARE OR WITH ANY DUTIES RELATING TO FURNISHING YOU WITH MAINTENANCE SERVICES EXCUSE YOUR UNAUTHORIZED USE OF SOFTWARE OR IMPAIR JUNIPER'S RIGHT TO TERMINATE ANY LICENSE BASED ON YOUR BREACH OF THIS AGREEMENT.

c. NEITHER JUNIPER NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUPPLIERS OR LICENSORS SHALL BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, OR COSTS OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR RELATING TO THE SOFTWARE, TO USE OF THE SOFTWARE OR TO ANY MAINTENANCE SERVICES.

d. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

e. TO THE EXTENT PERMITTED BY LAW, JUNIPER DISCLAIMS ANY AND ALL LIABILITIES OR OBLIGATIONS WHATSOEVER RELATED TO THE SOFTWARE OR ITS LICENSING TO OR USE BY ANYONE OTHER THAN YOU. You shall defend, indemnify and hold Juniper harmless from and against any liability, damages, loss or cost (including attorneys' fees) arising out of or relating to any dispute, lawsuit, administrative hearing, arbitration or settlement based on any claim by a party other than You relating to that You originally licensed (or relating to a service You offered involving use of the Software).

f. Juniper has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability stated above. Those disclaimers and limitations reflect an allocation of risk between the Parties, and they form an essential basis of the bargain between the Parties.

17. **Compliance with Laws; Export Requirements.** You shall comply with all applicable laws and regulations in connection with Your movement and use of the Software and any Maintenance Services. You warrant and represent that You are not on (and You are not acting on behalf of anyone on) any Denied Persons list, Entity List, Unverified List, Specially Designated Nationals List (nor are You or anyone on whose behalf You might be acting an entity 50% or more owned or controlled, directly or indirectly by anyone on the Specially Designated Nationals List) or on other like list of parties subject to sanctions or to whom or by whom exports or re-exports of products subject to export controls are prohibited or subject to special conditions (such as US Sectoral Sanctions) whether published by the US Government or by the EU. You further warrant and represent that You are not located in (and You agree that neither You nor anyone on whose behalf You are acting will install or use the Software in any of the following: Cuba, Iran, North Korea, Sudan or Syria, or in the region of Crimea or Sevastopol, You warrant and represent that You are not using (and You agree that You will not use or allow use of) any Software or technology furnished hereunder or in connection with any Maintenance Services to further activities in support of development, manufacture or use of nuclear fuel or weapons, missiles, or chemical or biological weapons. You further agree that You will immediately notify Juniper if at any time those warranties and representation become no longer accurate or any commitment made in this section is breached. Regardless of any disclosure You might make to Juniper of an ultimate destination of the Software, You shall not export, either directly or indirectly, any Software without first obtaining any and all necessary approvals under US, EU or other applicable laws or regulations. You further take full responsibility for obtaining all import licenses and use permits that may be required by the country or state in which You install and use the Software. You acknowledge and agree that the Software as well as related technical data and assistance that may be furnished in the course of the Maintenance Services may contain encryption or encryption technology and are all subject to legal and regulatory controls and restrictions on export and re-export, including those of the U.S. Department of Commerce. You understand and agrees that Juniper may without liability or breach terminate this license or withhold or impose certain restrictions and conditions on Maintenance Services in order to avoid risk of any violation of export control or other laws . You understand that prohibited use of the Software includes, among other things, use of the Software to export controlled technical data or software in violation of applicable export control laws or regulations, to engage in unlawful dissemination or exploitation of intrusion software, transport of personal identification information, and You agree to refrain from all such activity.

18. **Commercial Computer Software.** The Software is a "commercial item" as defined at Federal Acquisition Regulation (48 C.F.R.) ("FAR") section 2.101 comprised of "commercial computer software" and "commercial computer software documentation" as those terms are used in FAR 12.212. Consequently, regardless of whether You are the US Government or a department or agency thereof, You shall acquire only those rights with respect to the Software that are set forth in this Agreement and the Proof of Entitlement.

19. **Third Party Software.** Any licensor of Juniper whose software is embedded in the Software shall be a third party beneficiary with respect to this Agreement, and that licensor shall have the right to enforce this Agreement in its own name as if it were Juniper. In addition, certain third party software may be provided with the Software and is subject to the accompanying license(s), if any, of its respective owner(s). To the extent portions of the Software are distributed under and subject to open source licenses obligating Juniper to make the source code for those portions publicly available (such as the GNU General Public License ("GPL") or the GNU Lesser General Public License ("LGPL")), Juniper will make those source code portions (including Juniper modifications, as appropriate) available upon request for a period of up to three years from the date of distribution. You may obtain a copy of the GPL at http://www.gnu.org/licenses/gpl.html, and a copy of the LGPL at http://www.gnu.org/licenses/lgpl.html. Open source information and information on contacting Juniper can be found at http://www.juniper.net/support/products/.

20. **Governing Law.** This Agreement (including all documents incorporated herein) and the terms of any contract for Maintenance Services with Juniper, shall be governed by the laws of the State of California (without reference to its conflicts of laws principles). The provisions of the U.N. Convention for the International Sale of Goods shall not apply. The provisions of the Uniform Computer Information Transactions Act shall not apply. For any disputes arising under this Agreement or any contract for Maintenance Services that You may have with Juniper, the Parties hereby consent to the personal and exclusive jurisdiction of, and venue in the courts of the state of California (and the US District Court for the district of Northern California).

21. **Force Majeure.** Except for Your duty to make payment for Software licensed or contracts for Maintenance Services, and except for Your unauthorized installation or use of Software, neither party will be responsible for any failure or delay in its performance due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises ("Force Majeure"), provided that the party gives prompt written notice thereof to the other party and uses its diligent efforts to resume performance. Either party shall be entitled to terminate this Agreement if the Force Majeure event continues for a period of one month.

22. **Applicability of This Agreement.**

    a. Separate Signed Agreements. If You and an authorized representative of Juniper have signed a valid separate written agreement governing Your use of any or all Software licensed from Juniper, then with respect to that Software that signed agreement will take precedence over any inconsistent terms of this Agreement.

    b. Software-Specific Entitlement Addendum. As to certain Software, Juniper may post a Software-Specific Entitlement Addendum ("SSEA") on its website. The terms of that SSEA are incorporated into this Agreement as to the Software addressed by the SSEA. The SSEA shall take precedence over any inconsistent terms of this Agreement as to that Software.

    c. Transition Rules. If You licensed any Software from Juniper under a different End User License Agreement, then this Agreement shall apply to that Software if and when, following posting of this Agreement at http://www.juniper.net/support/eula.html, You either purchase additional license metric units for the Software, renew the license at the end of the license term or reinstate the license after the license expires.

23. **Complete Agreement; Modifications.** This Agreement together with the Applicable SDD, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, commitments or representations, oral or written related to the Software and Maintenance Services. The terms and conditions of this Agreement will supersede all pre-printed terms and conditions contained on any purchase order, task order or other business form submitted by either party to the other. Except as otherwise provided in subsection 23.a, this Agreement may not be amended or modified except by a writing executed by the duly authorized representatives of both parties.

    a. Future Modifications. Juniper may at any time post on its website (or that of its affiliates) modifications or restatements of this Agreement, any applicable SSEA, Applicable SDD, EOL/EOS Policies or any other policy or guideline referenced in this Agreement or the Applicable SDD. Any such modification shall govern the terms of Your license for any extension or renewal term of the license (or of any Subscription or contract for Maintenance Services, as applicable), but only if that extension or renewal term or reinstatement period starts after posting of the modification. (See also section 7.e., above, regarding application of modifications of this Agreement to Updates.)

24. **Severability.** If any portion of this Agreement is held invalid, the Parties agree that such invalidity shall not affect the validity of the remainder of this Agreement. This Agreement and associated documentation have been written in the English language, and the Parties agree that the English version will govern.

25. **Notification.** Except as otherwise provided elsewhere in this Agreement, any report or notice under this Agreement shall be given in a writing, if to Juniper then by email to- or by mail to 1133 Innovation Way , Sunnyvale, CA 94089 USA attn.: EULA Notices provided that the notice identifies You by name, address and email address; or, if to You, by email to Your contact email address (or by mail addressed to Your street address that is associated with Your user account for access to Juniper's Customer Support Center at **www.juniper.net/customers/support**. If You have no such user account, then notification shall be deemed given to You by emailing or mailing notice to any office or contact email address for the Authorized Source from which You acquired Your license.

26. **Waiver.** The failure of Juniper to require Your performance of any provision of this Agreement shall not affect Juniper's full right to require such performance at any time thereafter; nor shall its waiver of a breach of any provision hereof be taken to be a waiver of the provision itself.

27. **Translations.** Several translations of this Agreement may appear at www.juniper.net/techpubs/software/software-license.html. To the extent of any inconsistency between the English version of this Agreement and any non-English version the English version shall govern.

28. **Definitions.** The following definitions apply to capitalized terms used this Agreement:

- "***Agreement***" means this End User License Agreement.
- "***Applicable SDD"*** is as defined in subsection 7.a, above.
- "***Approved Source***" is Juniper or a distributor or reseller authorized by Juniper to distribute Software and Maintenance Services in the territory in which You are located.

- ***"Commercial Cloud Services"*** means a service offered and administered by Juniper or a third party whereby licensees of Software may without downloading or otherwise taking delivery of a copy of the Software use and access instances of Software running in a virtual machine environment resident in a networked cloud facility or group of facilities.
- ***"Confidential Information"*** is as defined in Section 12, above.
- "***Customer***" or "***You***" means the individual, other legal entity, or other business, governmental or not-for-profit organization (but excluding any parent, subsidiary or other affiliate of any of the foregoing) that (A) is the original end user purchaser of a license to the Software from an Approved Source, (B) accepts the terms of this Agreement, (C) is identified as "*Customer*" or "*End User*" in the applicable Proof of Entitlement, if any, and (D) has registered by name with Juniper as end user of the Software.
- "***EOL/EOS Policies"*** are as defined in Section 4.
- "***Feature Documentation***" for a particular Software Version or Release means Juniper's published User Guide, Release Notes and feature listings for that Version or Release.
- "***Juniper Networks***" or "***Juniper***" means (a) Juniper Networks International B.V., if You have acquired its license rights to the Software for use in Europe, the Middle East, Africa, Asia or the Pacific Rim (excluding the Americas); or (b) Juniper Networks (U.S.), Inc., if You have acquired its license rights to the Software for use in North America, Central America or South America.
- "***Juniper Platform***" means any hardware router, switch or other network hardware equipment or devices marketed and sold by Juniper.
- "***License Metric***" is a metric defined in Section 5 or, for some Software, in an SSEA.
- "***Maintenance Services"*** for Software means the set of software maintenance services described in the Applicable SDD.
- "***Proof of Entitlement***" is a Juniper order confirmation or other Juniper-issued written or electronic confirmation of Juniper's grant to You of a license. The Proof of Entitlement must identify You, the Software licensed, any applicable License Metric and, if applicable, the number of units of that License Metric that You purchased. The Proof of Entitlement must also indicate whether the license is a Subscription, the term of the license and, if it is a Special Purpose License, the kind of Special Purpose License. If Your license is to operating system software (as well as any separately licensable Software products that may be included along with the operating system software in the object code image you receive from Juniper) and its Updates, proof of Your purchase of the Juniper Platform on which the operating system software runs shall serve as Your Proof of Entitlement but only as long as You own or lease the Juniper Platform.
- A "***Release***" is a particular object code image of a software product that is identified by a Release denomination starting with "x.y" followed by additional image identifying string. Commonly a Release denomination ends with "Rz" where "z" is one, two or more whole numbers each separated by a period. For example, Junos Space Network Director 1.5R1.6 is a Release of the Junos Space Network Director software product.
- "***Software***" means the software product identified in Your Proof of Entitlement, and includes 1) machine-readable instructions and data, 2) components, files, and modules, 3) any accompanying audio-visual content, and 4) accompanying activation keys, if any, and 5) associated documentation. Except where the context otherwise requires, Software includes any Update of that Software that You rightfully receive under a Subscription or contract for Maintenance Services.
- "***Special Purpose License"*** means any of the licenses described in Section 6 of the Agreement.
- "***SSEA"*** means a Software-Specific Entitlement Addendum to this Agreement that may include non-standard terms and conditions covering only a specified Software product or product group.
- "***Subscription***" means a license to Software for a finite, fixed term of use that includes Your right to receive throughout the term of the Subscription and at no additional charge, support services under the terms of the Applicable SDD.
- "***Update***" means software that is an upgrade, bug fix, patch or other Release of Software licensed hereunder that Juniper makes generally available free of incremental charge to customers purchasing a Subscription or contract for Maintenance Services. An Update may be a Release under a different Version of the Software from that You originally licensed and, therefore, may have a different set of features and functionality.
- "***Version***" means one or more Releases of a particular software product with a common "x.y" denomination in the first two places of the Release identifier. For example, Junos 12.2R1 through Junos 13.2R11 are all Releases under the same Version, whereas Junos 12.2R1 and Junos 12.3R1 are Releases under different Versions.

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Department of MANAGEMENT SERVICES
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CONTRACT AMENDMENT NO.: 1
Contract No.: 43220000-NASPO-19-ACS
Contract Name: Data Communications Products and Services

This Contract Amendment to Contract No. 43220000-NASPO-19-ACS ("Contract") is made by the State of Florida, Department of Management Services ("Department") and Juniper Networks (US), Inc. ("Contractor"), with its principal place of business located at 1133 Innovation Way, Sunnyvale, CA 94089 referred to herein as the "Parties."

WHEREAS the Parties entered into the Contract which became effective on March 3, 2021, for the provision of Data Communications Products and Services;

WHEREAS the Master Agreement was renewed for a period of two years, with a new Master Agreement expiration date of September 30, 2026, and;

WHEREAS the Parties agree to renew the Contract as provided for in Exhibit B, Special Contract Conditions, subsection 2.2, Renewal; and

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in Exhibit B, Special Contract Conditions, subsection 6.9, Modification and Severability.

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Amendment. Contract Exhibit A, Additional Special Contract Conditions and Exhibit B, Special Contract Conditions, are hereby deleted and replaced in their entirety with the attached Exhibit A, Additional Conditions to the Enterprise Contract, and Exhibit B, Enterprise Standard Terms and Conditions.

II. Contract Renewal. The Contract is renewed for a period of two years pursuant to the same terms and conditions of the contract and any executed written amendments, with a new Contract expiration date of September 30, 2026**.**

III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

V. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

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Department of MANAGEMENT SERVICES
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CONTRACT AMENDMENT NO.: 1
Contract No.: 43220000-NASPO-19-ACS
Contract Name: Data Communications Products and Services

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

By: DocuSigned by: Pedro Allende C947139294994B5...

Name: Pedro Allende
Title: Secretary
Date: 9/30/2024 | 3:23 PM EDT

Contractor:
Juniper Networks (US), Inc.

By: Signed by: 6BE2741843B2462...

Name: Tim Bunting
Title: Associate General Counsel
Date: 9/30/2024 | 7:29 AM EDT

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Department of MANAGEMENT SERVICES
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EXHIBIT A

ADDITIONAL CONDITIONS TO THE ENTERPRISE CONTRACT

The Contractor and Customers acknowledge and agree to be bound by the terms and conditions of the Term Contract, which includes the Enterprise Standard Terms and Conditions and these Special Conditions to the Enterprise Contract.

Enterprise Standard Terms and Conditions additions: The following subsections are added to the Enterprise Standard Terms and Conditions:

Section 18: Punchout Catalog and Electronic Invoicing.

The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Term Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the Customer through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
   This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN
   This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

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The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the Products made available by the Contractor under the Term Contract.

Section 19: Financial Consequences

Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Term Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Term Contract performance and every month or quarter, respectively, thereafter.

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Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Term Contract Quarterly Sales Reports	All Term Contract Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the end of each month	$100 per day late

No favorable action will be considered when Contractor has outstanding Term Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that are required under this Term Contract.

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Exhibit B

Department of
MANAGEMENT
SERVICES
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ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

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SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

"Attachments" means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

"Business Days" means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes ("F.S.").

"Contractor" means the person or entity that is a party to the Term Contract and is offering Products for purchase.

"Customer" means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code ("F.A.C."), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

"Department" means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

"Enterprise Alternate Contract Source" means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

"Product" means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. "Product" does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" ("DEI"). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

"State" means the State of Florida

"State Term Contract" means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

"Term Contract" means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto**.** The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 **Amendment.** The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

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Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 **Notices.** Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department’s Contract Manager and the Department shall deliver all notices to the Contractor’s Contract Manager.

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3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 Suspension of Work and Termination.

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

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the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will 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 any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

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4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

5.1 Purchases. By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

5.2 Purchase Submission. For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

5.3 Terms. The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here http://www.flrules.org/Gateway/reference.asp?No=Ref-16731, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.

5.3.1 **Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall

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contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order, as defined in Rule 60A-1.001, F.A.C.

SECTION 6. PAYMENT AND FEES.

6.1 Pricing. The Contractor shall not exceed the pricing set forth in the Term Contract documents.

6.2 Best Pricing Offer. During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

6.3 Price Decreases. The following price decrease terms will apply to the Term Contract:

6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

6.4 Purchase Prerequisites. The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

6.5 Transaction Fees. The State of Florida, through the Department of Management Services,

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has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

6.6 **Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

7.1 **Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

7.2 **Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contact, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

7.3 **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of

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the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 Employees, Subcontractors, and Agents.

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising

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because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 Department's Contract Manager. The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

Department's Contract Manager Name
Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

8.2 Contractor's Contract Manager. The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 Conduct of Business. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8 U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

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If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 Integrity. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 Dispute Resolution. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

(a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.

(b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10) Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

(c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed

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within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 **Contractor's Obligation to Perform While Disputes are Pending.** The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 **Governing Law and Venue.** The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 **Remedies Cumulative.** No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 **JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.**

10.7 **Indemnification.** For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

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11.1 Department of State Registration. Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.

11.2 Time is of the Essence. Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

11.3 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

12.1 General Record Management and Retention. The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

12.2 Identification and Protection of Confidential Information. Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but

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failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor- redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor's Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

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12.3 Public Records Requirements Pursuant to Section 119.0701, F.S. Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

i. Keep and maintain public records required by the Department to perform the service.

ii. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.

iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

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 TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

12.5 Intellectual Property.

12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply

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to intellectual property developed prior to the execution of the Term Contract.

12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.

12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

14.1 Performance Standards. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 Contract Reporting. The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

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14.2.1 **Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 **Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 **Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 **MFMP Transaction Fee Reports.** The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 Business Review Meetings. Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

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14.4 Performance Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

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14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

SECTION 17. SUPPLIER DEVELOPMENT.

17.1 Office of Supplier Development. The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

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17.2 **Reporting Certified Business Enterprises.** Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

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NASPO ValuePoint

PARTICIPATING ADDENDUM

DATA COMMUNICATION PRODUCTS & SERVICES (2019-2026)

Led by the State of **Utah**

Master Agreement #: AR3232

Contractor: **Juniper Network (US), Inc.**

Participating Entity: **State of Florida,** Agreement No. **43220000-NASPO-19-ACS**

1. **Scope:** This addendum covers the NASPO ValuePoint Master Agreement for Data Communications Products and Services led by the State of Utah (Lead State) for use by Agencies, as defined in section 287.012, Florida Statutes, and authorized by section 287.042(16), Florida Statutes. For purposes of this Participating Addendum, the Department and Juniper Networks Inc., are collectively referred to herein as the "Parties."

2. **Alternate Contract Source Agreement (ACS):** ACS refers to this Participating Addendum, Exhibit A: Additional Special Contract Conditions, Exhibit B: Special Contract Conditions, and the Master Agreement and all attachments.

3. **Order of Precedence:** All terms and conditions contained in the ACS are incorporated as if fully set forth herein and shall remain in full force and effect throughout the term of the ACS unless modified in writing by the parties.

   This Participating Addendum and Exhibit A: Additional Special Contract Conditions may only be modified or amended upon mutual written agreement by the Parties. If amendments are made to the Master Agreement, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into the ACS, enter into a written amendment with the Department reflecting the addition of such amendments.

   In the event of conflict, the following order of priority governs:

   a) This Participating Addendum and all Amendments;

   b) State of Florida Additional Special Contract Conditions;

   c) State of Florida Special Contract Conditions;

   d) Attachment A: NASPO ValuePoint Master Agreement Terms & Conditions;

   e) Attachment B: Scope of Services Awarded to Contractor

   f) Attachment C: Pricing Discounts and Value-Added Services

   g) An Order issued against the Master Agreement;

   h) Attachment D: Service Offering EULAs, SLAs

   i) The Solicitation, SK18001 (Request for Proposals), Data Communications Products and Services;

   j) The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and

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4. **Term of the Participating Addendum:**

   a) **Initial Term:** The initial term of the ACS will become effective on the last date the document is signed by all Parties, whichever is later, and shall be effective through September 30, 2024, unless terminated earlier, in accordance with Exhibit A: Additional Special Contract Conditions or Exhibit B: Special Contract Conditions.

   b) **Renewal:** Upon agreement of the Parties, the Department and the Contractor may renew the ACS in accordance with section 287.057(13), Florida Statutes, and Rule 60A-1.048, Florida Administrative Code. Renewals must be in writing and are subject to the same term, conditions, and modifications set forth in the ACS. The Contractor and the Department may negotiate renewal term pricing, which shall not exceed the pricing provided during the initial term as set forth in the Master Agreement.

5. **Product and Service Offering:** The Contractor is authorized to provide the Products listed below:

   - Networking
   - Routers, Switches, Security, and Storage Networking

6. **Intellectual Property:** The Parties do not anticipate that any intellectual property will be developed as a result of this ACS. However, any intellectual property developed as a result of this ACS and agreed to pursuant to a signed statement of work will belong to and be the sole property of the Customer. This provision will survive the termination or expiration of the ACS.

7. **Master Price Agreement Number:** All purchase orders issued by agencies within the jurisdiction of this Participating Addendum shall include the NASPO ValuePoint Master Agreement number: AR3232

8. **Primary Contacts**: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	**Roxanne Bieniek**
Address:	**1133 Innovation Sunnyvale California 94089**
Telephone:	**978-589-0636**
Email:	**rbieniek@juniper.net**

State of Florida

Name:	**Christia Nunnery**
Address:	**4050 Esplanade Way, Tallahassee Florida 32399**

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Telephone:	**850-488-8367**
Email:	**Christia.nunnery@dms.myflorida.com**

9. Participating State or Entity Terms and Conditions

Participating State or Entity must check one of the boxes below. These modifications or additions apply only to actions and relationships within the State of Florida. A Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to its contractual relationship with the Contractor under the Terms and Conditions of the State of Utah NASPO ValuePoint Master Agreement.

[___] No changes to the terms and conditions of the Master Agreement are required.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions:

Exhibit A – Additional Special Contract Conditions
Exhibit B – Special Contract Conditions

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date of execution by both parties below.

Participating State: **State of Florida**	Contractor: **Juniper Networks (US), Inc**
By: DocuSigned by: Tami Fillyaw 991459A211104A3...	By: DocuSigned by: C382FEABD934459...
Name: Tami Fillyaw	Name: Kenneth Niven
Title: Chief of Staff	Title: Assoc Gen Counsel
Date: 3/3/2021 | 3:16 PM EST	Date: 3/2/2021 | 3:38 PM PST

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Contracting Coordinator:	
Telephone:	
Email:	info@naspovaluepoint.org

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[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.]

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ADDITIONAL SPECIAL CONTRACT CONDITIONS
Exhibit A

The following changes are modifying or supplementing the Master Agreement and ACS terms and conditions. These modifications or additions apply only to actions and relationships within the ACS.

Upon execution of the ACS, Customers may purchase products and services under contract using the State of Florida Alternate Contract Source Number 43220000-NASPO-19-ACS.

A. Vendor Registration: In order to complete any transaction between an Individual Customer and the Contractor, the Contractor must be registered in MyFloridaMarketPlace.

B. Purchases: In order to procure products and services hereunder, Customers shall issue purchase orders or use a purchasing card which shall reference Florida Alternate Contract Source Number 4322000-NASPO-19-ACS. Customers are responsible for reviewing the terms and conditions of this ACS including all Exhibits.

C. Additional Customer Terms: If any additional ordinance, rule, or other local governmental authority requires additional contract language before a Customer can make a purchase under this ACS, the Customer is responsible for entering a separate agreement with the Contractor and capturing that additional contract language therein.

D. The State of Florida's performance and obligation to pay under this ACS is contingent upon an annual appropriation by the Legislature. The vendor shall comply with section 11.062, Florida Statutes and section 216.347, Florida Statutes, prohibiting use of funds to lobby the Legislature, Judicial, or state agencies.

E. Product and Service Offerings: The Contractor is authorized to provide Products as referenced in Section 5 of the Participating Addendum (PA). Any Product Offerings not listed are not approved.

F. Employment Eligibility Verification: The language of subsection 13.2 of the Special Contract Conditions regarding E-Verify shall apply to resellers as well as other subcontractors.

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G. Price List/Preferred Price: The Contractor's price list will be the same as the NASPO ValuePoint price list, and the Department will post a link on the Department's website to the price list posted on the NASPO ValuePoint website. Contractors are encouraged to provide special pricing and/or tiered discount rates applicable to State of Florida Customers wherever possible.

H. Orders: Any Order placed by a Customer for a Product and/or Service available under the Master Agreement shall be deemed to be a sale under and governed by the terms and conditions of the ACS. To the extent the Customer and the Contractor agree on additional terms, the terms will be documented on the Customer Order, signed by both parties, and integrated into the ACS order of precedence as reflected on the PA.

I. Electronic Invoicing: The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

   a. EDI (Electronic Data Interchange)
      This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

   b. PO Flip via AN
      The online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

   For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a state contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the contract.

   The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

J. Product Installation & Invoicing: Contractor will provide timely billing and Customer will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.

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K. Contract Reporting: The Contractor shall report information on orders received from Customers associated with the ACS.

The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Dates
MFMP Transaction Report	Calendar month	15th calendar day of the month following the receipt of payment for the vendor's good or services.
Contract Quarterly Sales Report	State's Fiscal Quarter	15 calendar days after close of the period

No favorable action will be considered for any contractor who has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation, to include fees / monies that is required under the ACS.

a. Contract Quarterly Sales Report: The Contractor agrees to submit a Quarterly Sales Report to the Department's Contract Manager within 15 calendar days after the close of each State Fiscal quarter.

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

Quarter 1 - (July-September) – due October 15th.

Quarter 2 - (October-December) – due January 15th.

Quarter 3 - (January-March) – due April 15th.

Quarter 4 - (April-June) – due July 15th.

Quarterly reporting requirements begin the date of ACS execution. Reports must be submitted in MS Excel format and can be retrieved by accessing the following link at FL DMS Quarterly Sales Report Form. The report will include all sales (orders) from Customers received (associated with this ACS) during the period. Initiation and submission of the Quarterly Report is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive quarterly sales reports, this ACS may be terminated for convenience or the Department may choose to not renew the ACS.

In addition, the Department may require additional sales information such as copies of purchase orders, or ad hoc sales reports. The Contractor shall submit these specific ad hoc requests within the specified amount of time as requested by the Department.

b. MFMP Transaction Fee Report: The Contractor is required to submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendor on the MFMP

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website: MFMP Transaction Fee and Reporting. Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

L. Ad hoc Reports: The Department reserves the right to require additional reports or information pertaining to this ACS and any resulting purchase orders or contracts with customers. The Contractor must submit a report or information within five (5) business days after receipt of a Department request, unless otherwise approved by the Department.

M. Financial Consequences: The following financial consequences will be assessed for nonperformance of the Quarterly Sales Report and Monthly Transaction Fee Report requirements. The State reserves the right to withhold payment or implement other appropriate remedies, such as contract termination or nonrenewal. These consequences for non-performance are not to be considered penalties.

Performance Metrics	Description	Performance Target	Frequency	Financial Consequence for Non-Performance (Per Day Late)
Quarterly Sales Report Submission	Quarterly Sales Report are due on or before the 15th calendar day after close of a quarter.	100%	Quarterly	$250
Monthly Transaction Fee Report	Transaction Fee Report are due on or before the 15th calendar day after close of the period.	100%	Monthly	$100

The financial consequences will be paid via check or money order and made out to the Department of Management Services in US Dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each target period beginning with the first full month or quarter of the contract performance and every quarter thereafter.

These consequences of non-performance shall not be considered penalties.

N. Business Review Meetings: The Department reserves the right to schedule business review meetings as frequently as necessary. The Participating State will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Participating State/Entity for review and acceptance. The Contractor shall address the agenda items and any of the Participating State's additional concerns at the meeting. At minimum, the parties shall meet to discuss:

a. Program compliance
b. Program trending review
c. Savings report: Hard dollar and soft dollar
d. Spend report
e. Subcontractor and contingent staff performance
f. Recommendations for improved compliance and performance

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Failure to comply with this section may result in the Contractor being found in default and PA termination.

O. Resellers/Partners: The Contractor may use resellers/partners in order to provide equipment and services. All resellers/partners shall be the direct responsibility of the Contractor. The Contractor is responsible for all liability, terms, and conditions within the ACS and the Customer Order. The Contractors resellers/partners' participation will be in accordance with the terms and conditions set forth in the ACS and the Customer Order. If a reseller/partner is authorized to conduct business on behalf of the Contractor and the reseller/partner is to receive compensation from the Contractor for its services, then any dispute between the Contractor and the reseller/partner shall be resolved between the Contractor and the reseller/partner. The State of Florida is not a party to any agreement entered into between the Contractor and its resellers/partners.

The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such resellers/partners and shall ensure that all such resellers/partners meet the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org)
- Registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com)
- Not be on the State of Florida's Convicted, Suspended, or Discriminatory lists http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- Have a copy of e-Verify Status on file
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com

P. All licenses obtained under this ACS shall be transferable to the extent necessary for any Customer reorganization under section 20.06, Florida Statutes.

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Exhibit B

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

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SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will 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 performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

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SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

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3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

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Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

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AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

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Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

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Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

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6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

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All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

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The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

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responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

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The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

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SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department’s delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

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The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

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12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

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(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

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Attachment C - Pricing Discounts & Value Added Services

Contractor ***Juniper Networks (US), Inc.***

Section 1: Pricing Notes

1. % discounts are based on minimum discounts off Contractor's commercially published pricelists versus fixed pricing. Nonetheless, Orders will be fixed-price or fixed-rate and not cost reimbursable contracts. Contractor has the ability to update and refresh its respective price catalog, as long as the agreed-upon discounts are fixed.

2. Minimum guaranteed contract discounts do not preclude an Offeror and/or its authorized resellers from providing deeper or additional, incremental discounts at their sole discretion.

3. Purchasing entities shall benefit from any promotional pricing offered by Contractor to similar customers. Promotional pricing shall not be cause for a permanent price change.

4. Contractor's price catalog shall include the price structures of all products, services and value added items (i.e., Maintenance Services, Professional Services, Etc.) that it intends to provide under its contract. Pricing shall all-inclusive of infrastructure and software costs and management of infrastructure, network, OS, and software.

Section 2: Minimum Discount % off List

Category 1.2 Networking	
Hardware and Software (on premise)	45.00%
Cloud Services	45% (Product) 15% (Service)
Service Packages (i.e., Maintenance, etc.)	15.00%
Category 1.3 Routers, Switches, Security, and Networking Storage	
Hardware and Software (on premise)	45.00%
Cloud Services	45% (Product) 15% (Service)
Service Packages (i.e., Maintenance, etc.)	15.00%

Contractor's Published Pricelist:

https://www.juniper.net/us/en/partners/pricing/state-and-local-price-list.html

Section 3: Value Added Services

Provide the title, job description for each title, and associated hourly rate. Add additional rows as necessary.

		Hourly Rates					
		Weekday		Weekend		State Holiday	
Title	**Job Description**	**Onsite**	**Remote**	**Onsite**	**Remote**	**Onsite**	**Remote**
Maintenance Services	Maintenance Services are provided as part of the product sale at different annual program levels and sku's by product. See price list	Not priced hourly	Not priced hourly	Not priced hourly	Not priced hourly	Not priced hourly	Not priced hourly
Professional Services	Remote Managed Services are delivered under annual contracts - not via an hourly rate structure	Not priced hourly	Not priced hourly	Not priced hourly	Not priced hourly	Not priced hourly	Not priced hourly
Professional Services	Standard Consulting Rate - Network Design, Integration & Security SKU=Pro-Consult-Sec2 sold as a Daily Rate Not including T&E at $2750/Day discounted by 10%	$385/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$310/ hour based on discounted daily rate / 8hrs per day	$385/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$310/ hour based on discounted daily rate / 8hrs per day	$385/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$310/ hour based on discounted daily rate / 8hrs per day
Professional Services	Standard NMS Consulting Rate - Network Management and Software Customization SKU=Pro-Consult-APP2 - Sold as a Daily Rate Not Including T&E $2475/Day discounted by 10%	$354/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$278/ hour based on discounted daily rate / 8hrs per day	$354/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$278/ hour based on discounted daily rate / 8hrs per day	$385/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$278/ hour based on discounted daily rate / 8hrs per day
Project Management	Project Management - Standard Rate SKU=PRO-PM2-DAILY sold as a Daily Rate for Remote Services not including T&E at $2400 discounted by 10%	Custom Service Offering	$270/ hour based on discounted daily rate / 8hrs per day	Custom Service Offering	$270/ hour based on discounted daily rate / 8hrs per day	Custom Service Offering	$270/ hour based on discounted daily rate / 8hrs per day

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Attachment C - Pricing Discounts & Value Added Services

Contractor ***Juniper Networks (US), Inc.***

Deployment Services	Deployment Services associated with the integration our products are typically defined as Rack and Stack Services. Juniper only provides these services on a fixed price based and usually after a site survey has been performed. No hourly pricing available at this time.	Not Applicable /NA	Not Applicable /NA	Not Applicable /NA	Not Applicable /NA	Not Applicable /NA	Not Applicable /NA
Consulting Advisory Services	Typically fixed project based and based on Consulting area and skills required on a project basis	Custom Service Offering	Custom Service Offering	Custom Service Offering	Custom Service Offering	Custom Service Offering	Custom Service Offering
Architectural Design Services	Architectural Consulting Rate - Network Design, Integration & Security SKU=PRO-CONSULT-SEC1 sold as a Daily Rate Not including T&E at $3190/Day discounted by 10%	$434/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$359/ hour based on discounted daily rate / 8hrs per day	$434/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$359/ hour based on discounted daily rate / 8hrs per day	$434/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$359/ hour based on discounted daily rate / 8hrs per day
Statement of Work Services	Fixed Priced SOW based Services are not Hourly Rate based but are available - SKU - Pro_Custom	Custom Service Offering	Custom Service Offering	Custom Service Offering	Custom Service Offering	Custom Service Offering	Custom Service Offering
Partner Services	No expected partnered services at this time and they are typically contracted on a per project and fixed price basis	Not Applicable /NA	Not Applicable /NA	Not Applicable /NA	Not Applicable /NA	Not Applicable /NA	Not Applicable /NA
Training Deployment Services	Formal Training is sold separately, but as part of a project delivery we do provide Knowledge Transfer Workshops where both content development as well as delivery would be part of any pricing. Delivered by under our Standard Consulting Rate, SKU=Pro-Consult-Sec2 sold as a Daily Rate Not including T&E at $2750/Day discounted by 10%	$385/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$310/ hour based on discounted daily rate / 8hrs per day	$385/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$310/ hour based on discounted daily rate / 8hrs per day	$385/ hour based on discounted daily rate plus on average $600 per day for Travel divided by 8 hours	$310/ hour based on discounted daily rate / 8hrs per day
[add any additional Value Added Services]							

Subcontractor/Dealer/Reseller Information Form

Contract Name: Data Communication Products and Services
Contract Number: 43220000-NASPO-19-ACS
Contractor Name: Juniper Networks (US), Inc.

*** * * PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY * * ***

Counties Served: If the subcontractor/dealer/reseller does not provide products/services statewide, press ***Ctrl + M*** *to unhide the columns after Column M (Approved Date) and select "Y" for each county served; press* ***Ctrl + Q*** *to rehide the columns.*

Subcontractor/Dealer/Reseller Name	Website	Contact Name	Email	Phone	ext.	Address	City	State	Zip	+4	Counties Served *(SEE ABOVE)*	Approved Date (DMS USE ONLY)
ADAPTURE Technology Group, LLC	www.adapture.com	Laura Burdine	lburdine@adapture.com	888-551-6344		5 Concourse Parway, Suite 975	Atlanta	GA	30328		Statewide	8/3/2021
CDW Government, LLC	https://www.cdw.com/	AJ Lucci Jr	ajlucci@cdwg.com	312-705-9355		625 W Adams	Chicago	IL	60661		Statewide	4/6/2023
Converge One, Inc.	www.convergeone.com	Debbie Martin	Team_PSC@convergeone.com	317-813-5185		10900 Nesbitt Avenue S	Bloomington	MN	55437	3124	Statewide	8/17/2022
DynTek Services, Inc.	dyntek.com	Darlene Pricher	darlene.pricher@dyntek.com	850-219-7917		5241 California Ave, Ste 150	Irvine	CA	92617		Statewide	10/9/2023
Express Supply, Inc.	www.expresssupply.net	Matt Merriam	mmerriam@expresssupply.net	407-516-0662		632 Gaitlin Ave	Orlando	FL	32806		Statewide	5/27/2021
GovConnection, Inc. d/b/a Connection Public Sector Solutions	www.connection.com	Samantha Jarok	samantha.jarok@connection.com	800-800-0019	3319	732 Milford Rd	Merrimack	NH	03054		Statewide	4/24/2023
Hayes e-Government Resources, Inc.	www.hcs.net	Jeff Chaffin	jchaffin@hcs.net	850-297-0551		2551 Welaunee Blvd.	Tallahassee	FL	32308		Statewide	7/22/2021
Imperium Data Network	www.imperiumdatanetworks.com	Ricardo Guerra	Ricardo@imperiumdatanetworks.com	813.450.6955		8508 Benjamin Road, Suite D	Tampa	FL	33634		Statewide	3/29/2021
Management Data Systems International, Inc.	www.mdsiinc.com	Angie Staiti	angie.staiti@mdsiinc.com	678-965-8501		6225 Shiloh Road	Alpharetta	GA	30005		Statewide	4/12/2021
Modcomp, Inc. dba CSPi Technology Solutions	cspitechsolutions.com	Christina Luis	christina.luis@cspi.com	954-571-4664		1182 E Newport Center Dr	Deerfield Beach	FL	33442		Statewide	3/29/2021
Morse Communications, Inc	www.morsecom.com	Manne Strand	mstrand@morsecom.com	407-259-0383		395 East Drive	Melbourne	FL	32904		Statewide	3/29/2021
Netsync Network Solutions, Inc.	https://www.netsync.com/	Kristi Matsunaga	kmatsunaga@netsync.com	469-557-2869		2500 W Loop South, Suite 410	Houston	TX	77027		Statewide	5/4/2021
Network Technology Solutions, LLC	www.networkts.com	Sam Reynolds	sam.reynolds@networkts.com	229-226-2110		119 East Jackson Street	Thomasville	GA	31792		Statewide	5/25/2021
Norstan Communications, Inc.(d/b/a Blackbox Network Services)	www.blackbox.com	Jim Cassibo	Jim.Cassibo@BlackBox.com	952-352-4162		1000 Park Drive	Lawrence	PA	15055		Statewide	4/9/2021
PC SOLUTIONS & INTEGRATION, INC.	www.pcsusa.net	DAVID RUDNICK	SALES@PCSUSA.NET	305-667-0633		4937 SW 75 AVE	MIAMI	FL	33155	4440	Statewide	3/29/2021
Presidio Networked Solutions LLC	www.presidio.com	Steven Benevento	sbenevento@pesidio.com	848-260-2636		9 Headquarters Plaza, West Tower, 2nd Floor	Morristown	NJ	07960		Statewide	4/29/2021
SHI International Corp	www.shi.com	Florida Team	FloridaTeam@shi.com	800-543-0432		290 Davidson Ave	Somerset	NJ	08873		Statewide	4/20/2021
TouchPoint Inc.	www.touchpoint-inc.com	Ken Harper	kharper@touchpoint-inc.com	904-519-9933		10199 Southside Blvd. Ste. 203	Jacksonville	FL	32256		Statewide	6/29/2021
United Data Technologies, Inc. d/b/a UDT	udtonline.com	Seymour Chajet	myflorida@udtonline.com	800-882-9919		2900 Monarch Lakes Blvd., Suite 300	Miramar	FL	33027		Statewide	7/11/2024
Walker and Associates, Inc.	www.walkerfirst.com	Todd Kruegler	todd.kruegler@walkerfirst.com	770-846-6840		7129 Old Highway 52 N	Welcome	NC	27374		Statewide	4/8/2021
World Wide Technology, LLC	www.wwt.com	Carol Harting	carol.harting@wwt.com	314-995-6103		1 World Wide Way	St. Louis	MO	63146		Statewide	5/14/2021

Juniper Business Use Only

CITY COUNCIL
CITY OF PUNTA GORDA
07/ 8/2026

REGULAR AGENDA

Title: Florida League of Cities Voting Delegate

Funds: Not applicable.

Recommended Action: Council designate one member to serve as the voting delegate at the Florida League of Cities' Annual Conference.

Summary: The Florida League of Cities (FLC) Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida, from August 13 through 15, 2026. The FLC requests each member municipality sending delegates to designate one official to cast a vote at the Annual Business Session, which will be held August 5, 2026. Election of FLC leadership and adoption of resolutions are undertaken during the business meeting.

Department/Division: City Clerk

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
07/ 8/2026

BOARDS / COMMITTEE

Title: **Announcement of Vacancies:** Building Board (1 consumer advocate seat and 1 alternate)

Funds: Not applicable.

Recommended Action: Staff recommends City Council announce the vacancies.

Summary: Juliet Merolla's seat as a consumer advocate on the Building Board expires on June 19, 2026, creating a vacancy for a three-year term expiring June 19, 2029. She is eligible for but has not sought reappointment. Additionally, 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.
Per City Council direction, Building Board announcements will be held over until revisions to membership composition are adopted.

Building Board – Meets monthly on the fourth Tuesday at 9:00 a.m. at Laishley Community Room. Must be resident of Charlotte County. Five-member board comprised of 3 contractor members and 2 consumer advocate members with one alternate member. Three-year terms. Maximum of three terms. 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

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. Must be Charlotte County resident to apply.

Overview

Size 6 Seats

Term Length 3 Years

Term Limit 3 Terms

Contact

Name Suz Russell

Email srussell@cityofpuntagordafl.com

Phone (941) 575-3324

Additional

Documents for New Appointees

Chapter_7_Building_Regulations.pdf

Meetings

Regular meetings of the Building Board are held at the Laishley Community Room, 120 Laishley Court, on the fourth Tuesday of each month at 9:00 a.m., unless otherwise noticed. All meetings shall be open to the public.

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
07/ 8/2026

BOARDS / COMMITTEE

Title:	**Announcement of Vacancies:** Burnt Store Isles Canal Advisory Committee (1 alternate)
Funds:	Not applicable.
Recommended Action:	Staff recommends City Council announce the vacancy.
Summary:	Under the Committee's new bylaws, there is 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:

1. Burnt Store Isles Canal Advisory Committee

City of Punta Gorda, FL

Burnt Store Isles Canal Advisory Committee

Board Details

Makes recommendations to City Council on effective maintenance of existing canals, waterways and navigable channels within the district, together with the maintenance and reconstruction of seawalls. Holds public hearings and makes final decision on petitions for Canal Construction Special Permits. Must be resident of Burnt Store Isles Canal Maintenance Assessment District to apply.

Overview

Size 6 Seats

Term Length 3 Years

Term Limit 3 Terms

Contact

Name Laurel Adelmund

Email ladelmund@cityofpuntagordafl.com

Phone (941) 575-5002

Additional

Documents for New Appointees

Meetings

Regular meetings of the Burnt Store Isles Canal Advisory Committee are held at the Laishley Community Room, 120 Laishley Court, the second Tuesday of each month at 1:30 p.m., unless noticed otherwise. All meetings shall be open to the public.

Duties

A. Make recommendations to the City Council on: 1. The effective maintenance of existing canals, waterways and navigable channels, including the Burnt Store Isles boat lock, within the district together with the maintenance and reconstruction of bulkheads and retaining walls. 2. The adoption of construction standards for seawalls, docks, davits, boat lifts and associated pilings. 3. The proposed fiscal year operational budget, sources of revenue and any other expenditure of funds for the district. 4. Proposed ordinances or resolutions pertaining to district operations. 5. Requests to include lands not currently included within the district. 6. Requests for variances located on land abutting and lying within six feet of the seawall. B. Review and consider comments and concerns from residents related but not limited to enforcement issues such as excessive boat speeds, excessive wake, anchoring in navigable channels, illegal netting, operation of boats without lighting and interference with navigation in order to make recommendations and/or forward to the applicable City enforcement department. C. Decide on petitions for variances to the provisions of Punta Gorda Code Chapter 6, Article 2, Section 2-1.

CITY COUNCIL
CITY OF PUNTA GORDA
07/ 8/2026

BOARDS / COMMITTEE

Title: **Announcement of Vacancies:** Code Enforcement Board (2 regular and 2 alternate)

Funds: Not applicable.

Recommended Action: City Council announce the vacancies.

Summary: Eric Gentry's seat was forfeit under the absence policy, creating a vacancy for an unexpired term until November 15, 2027. Carl Rich's second term will expire October 25, 2026. 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

Board Details

Hears and decides alleged violations of the City Code of Ordinances. Must be City resident to apply.

Overview

Size 9 Seats

Term Length 3 Years

Term Limit 3 Terms

Contact

Name Morgan Schneider

Email mschneider@cityofpuntagordafl.com

Phone (941) 575-3352

Additional

Documents for New Appointees

Chapter_9a_Code_Enforcement.pdf

Meetings

Regular meetings of the Code Enforcement Board are held at the Laishley Community Room, 120 Laishley Court, the third Thursday of each month at 9:00 a.m., unless otherwise noticed. All meetings shall be open to the public. Due to the quasi-judicial nature of the Code Enforcement Board, public comment is not permitted unless requested as sworn witness testimony by the respondent or City staff.

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 Board 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
07/ 8/2026

REPORTS FROM CITY OFFICERS

Title: City Clerk

Funds:

Recommended Action:

Summary:

Department/Division: City Manager

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
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REPORTS FROM CITY OFFICERS

Title: City Manager

Funds:

Recommended Action:

Summary:

Department/Division: City Manager

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
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REPORTS FROM CITY OFFICERS

Title: City Attorney

Funds:

Recommended Action:

Summary:

Department/Division: City Manager

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
07/ 8/2026

PUBLIC INPUT

Title: 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.

Funds: Not applicable.

Recommended Action:

Summary:

Department/Division: City Manager

EXHIBITS: