CITY COUNCIL AGENDA
120 LAISHLEY COURT, PUNTA GORDA, FLORIDA 33950
******AMENDED******
NOVEMBER 19, 2025, 9:00 AM

MEMBERS

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

CITY OFFICIALS

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

CALL TO ORDER
Roll Call
Invocation
Pledge of Allegiance
Announcements
Next Meeting - December 3, 2025 at Laishley Community Room

COUNCIL REORGANIZATION

2025 General Election Results

Oaths of Office

Election of Mayor

Election of Vice Mayor

AGENDA APPROVAL

1. PROCLAMATIONS / PRESENTATIONS

1.a Fall Festival Recognition

1.b Geographic Information Systems Day

1.c Christmas Parade Day

1.d Service Award

2. **PUBLIC INPUT**

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

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

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

3.a An Ordinance of the City of Punta Gorda, Florida, repealing Chapter 17, "Utilities," of the Code of Ordinances in its entirety and adopting a new Chapter 17, "Utilities"; providing for the regulation, operation, and administration of the City's water, wastewater, and reclaimed water systems; providing for the conflicts and severability; and providing an effective date.

4. ORDINANCES / RESOLUTIONS(No Public Hearing Required)

4.a A resolution of the City Council of the City of Punta Gorda, Florida, establishing the schedule of regular City Council meetings for 2026.

4.b A resolution of the City Council of the City of Punta Gorda, Florida, reaffirming Resolution 1132-95 and formally adopting its Rules of Conduct; and providing an effective date.

4.c A resolution of the City Council of the City of Punta Gorda, Florida, reaffirming its policy with regard to taking action on non-agenda items; providing for consideration of non-agenda items only after approval by a majority plus one of a quorum of Council and to do so only for stated reasons; and providing an effective date.

4.d A resolution of the City Council of the City of Punta Gorda, Florida, formally adopting Rules of Procedure for City Council and its boards and committees; providing for severability; and providing an effective date.

5. **CONSENT AGENDA**

5.a Invoice of Leskovich Law Group, P.A. for legal services rendered through September 30, 2025 in the amount of $7,919.24. Invoice of Leskovich Law Group, P.A. for legal services rendered through October 31, 2025 in the amount of $9,756.25

6. REGULAR AGENDA

6.a Florida Power and Light Street Light Conversion Opportunity

6.b Notice of Termination of Lease - Punta Gorda Coffee & Tea, (Unit 118) and Punta Gorda Chocolate & Wine, (Unit 1112)

6.c Lease agreement with CDBIA for repairs to A.C. Freeman House

6.d City Clerk Annual Evaluation

6.e Award of Agreement to Marine Contracting Group, Inc. of Punta Gorda, FL for the Seawall Replacement Program and as needed repairs.

6.f Approval of Change Order #2 to Ashley, Brown and Smith of Port Charlotte, Florida for fiscal year auditing services.

6.g Award of Amendment #12 for the Wastewater Treatment Plant Biosolids Preliminary Design Report to CDM Smith of Fort Myers, FL

6.h Project and Grant Update

6.i City Streets Maintenance Update

6.j Farmers Markets

6.k Event Permit 25-195581 - New Year's Eve at Fisherman's Village - December 31, 2025

6.l Event Permit 25-196152 - Light Up The Night 2025 Tree Lighting - December 5, 2025

6.m City's Reserve Policies Review and Discussion.

6.n Public Parking

7. **BOARDS / COMMITTEE**

7.a Coastal and Heartland National Estuary Partnership (CHNEP) Technical Advisory Committee (TAC) Designee

7.b Coastal and Heartland National Estuary Partnership (CHNEP) Technical Advisory Committee (TAC) Back Up Designee

7.c City Council Service Boards and Committees 2025-2026

7.d Announcement of Vacancies: Code Enforcement Board (1 alternate)

7.e Nominations: Burnt Store Isles Canal Advisory Committee (2 regular)

7.f Nominations: Code Enforcement Board (1 regular)

7.g Appointments: Building Board (1 contractor seat)

7.h Appointments: Burnt Store Isles Canal Advisory Committee (2 regular)

7.i Coastal and Heartland National Estuary Partnership (CHNEP) Management Committee Designee

8. **REPORTS FROM CITY OFFICERS**

8.a City Manager

8.b Interim City Attorney

8.c City Clerk

9. **COUNCIL MEMBER COMMENTS**

10. PUBLIC INPUT

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

ADJOURNMENT

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

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

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

COUNCIL REORGANIZATION

Title: 2025 General Election Results

Funds: Not applicable.

Recommended Action: The City Clerk will present the 2025 General Election results and the certificates of election.

Summary:

City Clerk Presiding:
The unofficial results of the November 4, 2025, General Election are as follows:

District 3:
Deborah Lux - unopposed

District 5:
Melissa Lockhart - 2,360 votes
William Page - 2,055 votes

Official results will be provided at the City Council meeting.

Department/Division: City Clerk

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

COUNCIL REORGANIZATION

Title:	Oaths of Office
Funds:	Not applicable.
Recommended Action:	The City Clerk will administer the oaths of office to the newly elected councilmembers.
Summary:	The Councilmembers elected in the 2025 General Election cycle will take the oath of office.
Department/Division:	City Clerk

EXHIBITS:

1. District 3 Oath
2. District 5 Oath

OATH

STATE OF FLORIDA
COUNTY OF CHARLOTTE
CITY OF PUNTA GORDA

I, Deborah Lux, do solemnly swear (or affirm) that I will support the Constitution and will obey the laws of the United States, and of the State of Florida, that I will, in all respects, observe the provisions of the Charter and Ordinances of the City of Punta Gorda, Florida, and will faithfully discharge the duties of the office of City Council.

_____
Signature

State of Florida
County of Charlotte

Sworn to (or affirmed) and subscribed before me by means of physical presence this 19th day of November, 2025, by Deborah Lux, who is personally known to me.

_____ *SEAL*
Signature of Notary

OATH

STATE OF FLORIDA
COUNTY OF CHARLOTTE
CITY OF PUNTA GORDA

I, Melissa Lockhart, do solemnly swear (or affirm) that I will support the Constitution and will obey the laws of the United States, and of the State of Florida, that I will, in all respects, observe the provisions of the Charter and Ordinances of the City of Punta Gorda, Florida, and will faithfully discharge the duties of the office of City Council.

_____
Signature

State of Florida
County of Charlotte

Sworn to (or affirmed) and subscribed before me by means of physical presence this 19th day of November, 2025, by Melissa Lockhart, who is personally known to me.

_____ *SEAL*
Signature of Notary

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

COUNCIL REORGANIZATION

Title: Election of Mayor

Funds: Not applicable.

Recommended Action: Councilmembers will elect a member to serve as mayor.

Summary: The City Attorney will administer the election of the Mayor.
Article III, Section 5 of the Punta Gorda Charter states the following regarding the Mayor:
At each organizational meeting, the Council shall elect one of its members as Mayor. Such election shall be conducted by the City Attorney. The Mayor shall preside at meetings of the Council and shall be recognized as head of the City government for all ceremonial purposes, by the Governor for the purposes of military law, and for the service of process on the City. The Council shall also elect one of its members as Vice-Mayor. The Vice-Mayor shall act as Mayor during the absence or disability of the Mayor. In the event of the death, resignation or disqualification of the Mayor, the Vice-Mayor shall assume the office of Mayor until the next succeeding organizational meeting and the Council shall appoint a new Vice-Mayor to serve until the next succeeding organizational meeting. In the event of the death, resignation or disqualification of the Vice-Mayor, the Council shall appoint a new Vice-Mayor to serve until the next succeeding organizational meeting.

Department/Division: City Clerk

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

COUNCIL REORGANIZATION

Title: Election of Vice Mayor

Funds: Not applicable.

Recommended Action: Councilmembers will elect a member to serve as vice mayor.

Summary: The Mayor will administer the election of the Vice Mayor.
Article III, Section 5 of the Punta Gorda Charter states the following regarding the Vice Mayor:
At each organizational meeting, the Council shall elect one of its members as Mayor. Such election shall be conducted by the City Attorney. The Mayor shall preside at meetings of the Council and shall be recognized as head of the City government for all ceremonial purposes, by the Governor for the purposes of military law, and for the service of process on the City. The Council shall also elect one of its members as Vice-Mayor. The Vice-Mayor shall act as Mayor during the absence or disability of the Mayor. In the event of the death, resignation or disqualification of the Mayor, the Vice-Mayor shall assume the office of Mayor until the next succeeding organizational meeting and the Council shall appoint a new Vice-Mayor to serve until the next succeeding organizational meeting. In the event of the death, resignation or disqualification of the Vice-Mayor, the Council shall appoint a new Vice-Mayor to serve until the next succeeding organizational meeting.

Department/Division: City Clerk

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

PROCLAMATIONS / PRESENTATIONS

Title:	Fall Festival Recognition
Funds:	N/A
Recommended Action:	For Council information.
Summary:	City Clerk's Office will provide Council a brief presentation on Fall Festival 2025, present Certificates of Appreciation to Fall Festival sponsors and nonprofit trick or treat partners, and acknowledge City staff and Punta Gorda Charlotte Library staff for their incredible efforts in making this year's Fall Festival such a success.
Department/Division:	City Clerk

EXHIBITS:

1. Fall Festival Presentation

NEIGHBORHOOD FALL FESTIVAL










NEIGHBORHOOD FALL FESTIVAL

BY THE NUMBERS:

800+ ATTENDEES

34 TRICK OR TREAT PARTNERS

14 MONETARY SPONSORS

14 CUSTOM SPONSORS

14 EVENT ACTIVITIES



NEIGHBORHOOD FALL FESTIVAL

TRICK OR TREAT PARTNERS

American Red Cross

AWL Animal Welfare League of Charlotte County

Blanchard House Museum — African-American History & Culture of Charlotte County

The Bread of Life Mission — Serving Hope, One Life at a Time

The Center for Abuse & Rape Emergencies, Inc. C.A.R.E. Victim Services Center

CHA

Charlotte DeSoto BIA — Building Industry Association

Charlotte County Florida

Charlotte Harbor Environmental Center, Inc.

Community Care Plan — The Health Plan with a Heart

Florida Health Charlotte County

Friends of the Punta Gorda Charlotte Library

Gator Wilderness Camp School

Gilstad Literacy Foundation

Charlotte County Florida — Dolly Parton's Imagination Library

Charlotte County Habitat for Humanity

HPC Health Planning Council of Southwest FL

Kiwanis Punta Gorda

Lions International

League of United Latin American Citizens Florida 1974

Punta Gorda Lodge 112 — Faith Hope Charity

Empowering the NAACP — National Association for the Advancement of Colored People

New Life

Parrot Outreach Society

Peace River Wildlife Center — Rescue · Rehabilitate · Educate

Punta Gorda Garden Club Inc. Federated 1950

Punta Gorda Housing Authority — Florida's Harborside Community

PGI Civic Association

Rotary Club of Punta Gorda — Celebrating A Century of Service 1925 - 2025

Interact Club

St. Vincent de Paul Sacred Heart

Southwest Florida Honor Flight

TEAM Punta Gorda — Volunteers For A Better Community

Valerie's House — Where Children Learn Loss Doesn't Have to Limit Their Dreams

Virginia B. Andes Volunteer Community Clinic

the YMCA

NEIGHBORHOOD FALL FESTIVAL



NEIGHBORHOOD FALL FESTIVAL

BUZZWORTHY BITES SPONSORS

LESKOVICH
LAW GROUP, P.A.

Winn✓Dixie®










NEIGHBORHOOD FALL FESTIVAL

FRIGHT & DELIGHT SPONSORS

THE FIRM
ADVERTISING AGENCY

JARRETT
Ford
of Charlotte County







NEIGHBORHOOD FALL FESTIVAL

COSTUME CONTEST WINNERS

LITTLE MONSTERS
(0-11 YRS)





TEEN TERRORS
(12-17 YRS)



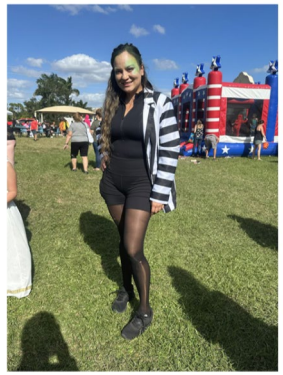


BOO CREW
(GROUP/FAMILY)





SCREAM KINGS & QUEENS
(SOLO/DUO ADULT)





NEIGHBORHOOD FALL FESTIVAL

PUNTA GORDA POWERHOUSE SPONSORS

























NEIGHBORHOOD FALL FESTIVAL

FALL FEST CUSTOM SPONSORS

First Baptist Church Punta Gorda

IguanaLand

Friends of the Punta Gorda Charlotte Library

Kalin's Farm Market and Feed Supply

Macaroni KID Port Charlotte - Punta Gorda - Englewood - North Port

Amaze Games

Logan Light Magic

The Parrot — The Fun Starts Here! www.swflparrot.com

Modern Era Event Group

Florida's Hidden Gem — Nino's — Estab. 2006 — Bakery & Cafe

98.1 FM 107.5 FM 1530 AM — WENG The Information Station

104.5 Classic Country — Bangin' The Twang — Get Classic Country 104.5 Gear

Lowe's

The Escape Ventures Port Charlotte

NEIGHBORHOOD FALL FESTIVAL

EVENT ACTIVITIES

DESSERT WALK
FIRST BAPTIST CHURCH PG





FALL FAMILY PHOTO OP
HAY BALES - KALIN'S FEED & SUPPLY





MAGIC SHOWS
AMAZE GAMES
LOGAN LIGHT MAGIC





GHOST ADOPTION CRAFT & SPOOKY DANCE PARTY
PG CHARLOTTE LIBRARY & FRIENDS





NEIGHBORHOOD FALL FESTIVAL

EVENT ACTIVITIES

FALL FEST PHOTO CUT OUT
LOWE'S PORT CHARLOTTE
CITY RIGHT-OF-WAY DIVISION
CITY PUBLIC WORKS ADMIN





EVENT MUSIC
MODERN ERA EVENT GROUP



ICE CREAM & POPCORN
MASONIC LODGE #115





BOUNCE HOUSES
PUNTA GORDA PD
THE BOUNCE HOUSE PEOPLE





TOUCH A TRUCK TOURS
PG FIRE DEPT & CHARLOTTE COUNTY EMS





NEIGHBORHOOD FALL FESTIVAL

2025 CO-HOSTS

CITY OF PUNTA GORDA

PARTICIPATING DEPARTMENTS:

CANAL MAINTENANCE	CITY MANAGER'S OFFICE
PUBLIC WORKS ADMIN	IT
SANITATION	URBAN DESIGN
UTILITIES ADMIN	CODE COMPLIANCE
WATER DISTRIBUTION	BILLING & COLLECTIONS
WASTEWATER COLLECTION	BUILDING
WATER PLANT	CITY CLERK'S OFFICE
WASTEWATER PLANT	FINANCE
POLICE DEPT	RIGHT-OF-WAY
FIRE DEPT	

PUNTA GORDA CHARLOTTE LIBRARY

PARTICIPANTS:

JONATHAN WESTBOOK, LIBRARY MANAGER
ELIZABETH LEE, YOUTH LIBRARIAN
FRIENDS OF THE PUNTA GORDA LIBRARY



Punta Gorda

CHARLOTTE COUNTY
Libraries & History

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

PROCLAMATIONS / PRESENTATIONS

Title:	Geographic Information Systems Day
Funds:	Not applicable.
Recommended Action:	The proclamation be presented to Brad Schuette, IT Manager.
Summary:	The proclamation declares November 19, 2025, to be Geographic Information Systems Day.
Department/Division:	City Clerk

EXHIBITS:

1. Geographic Information Systems Day

PROCLAMATION

City of Punta Gorda, Florida

WHEREAS, the City of Punta Gorda recognizes that an understanding, use and application of geospatial technology is crucial to operating our infrastructure, sustaining our natural resources, and stimulating economic growth, thus benefitting the welfare of the general public throughout Charlotte County and the surrounding area; and

WHEREAS, geographic information systems (GIS) technology allows us to see and model complex relationships and patterns to more intelligently respond; and

WHEREAS, there is a need to promote GIS awareness, education and technical training to use this rapidly developing technology to its full potential; and

WHEREAS, the City of Punta Gorda acknowledges those that have chosen GIS as their profession or as part of their discipline to improve the lives of our citizens; and

WHEREAS, the City is committed to utilizing GIS for more informed decision making, to better serve its residents and to make useful geographic information open and easily available to the public as a platform for innovation;

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

GEOGRAPHIC INFORMATION SYSTEMS DAY

PASSED AND DULY ADOPTED in regular session this 19th day of November 2025.

CITY OF PUNTA GORDA, FLORIDA

_____
Mayor

ATTEST:

_____
Sara Welch, City Clerk

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

PROCLAMATIONS / PRESENTATIONS

Title:	Christmas Parade Day
Funds:	Not applicable.
Recommended Action:	The proclamation be presented to Bob White, Charlotte County Chamber of Commerce.
Summary:	The proclamation declares December 13, 2025, to be Christmas Parade Day.
Department/Division:	City Clerk

EXHIBITS:

1. Christmas Parade Day

PROCLAMATION
City of Punta Gorda

WHEREAS, the Charlotte County Chamber of Commerce is devoted to enriching the vibrant business, civic, and cultural aspects of Charlotte County; and

WHEREAS, the magic of the Christmas season is brightened by the cherished tradition of the Chamber-sponsored Christmas Parade, a beloved event for our citizens and visitors alike; and

WHEREAS, the 47th annual Christmas Parade will begin its merry march at twelve o'clock noon on Saturday, December 13, 2025; and

WHEREAS, this year's whimsical theme, "Elf Village Celebration," promises a magical spectacle for all to enjoy; and

WHEREAS, we are delighted to announce that the one and only Santa Claus himself will travel thousands of miles from the North Pole to attend this historic event in our beautiful City of Punta Gorda.

NOW, THEREFORE, the City Council of the City of Punta Gorda, Florida does hereby proclaim the 13th of December 2025, to be

Christmas Parade Day

And warmly encourages all residents, visitors, and families to gather along the parade route to share in the joy and wonder of this beloved community tradition.

PASSED AND DULY ADOPTED this 19th day of November 2025.

CITY OF PUNTA GORDA, FLORIDA

_____
Mayor

ATTEST:

_____
Sara Welch, City Clerk

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

PROCLAMATIONS / PRESENTATIONS

Title: Service Award

Funds:

Recommended Action:

Summary: 35 Year Service Award - David Meyers, Public Works Supervisor, Right of Way, Public Works

Department/Division: City Manager

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

PUBLIC HEARING AGENDA(Quasi-Judicial and Legislative)

Title:

An Ordinance of the City of Punta Gorda, Florida, repealing Chapter 17, "Utilities," of the Code of Ordinances in its entirety and adopting a new Chapter 17, "Utilities"; providing for the regulation, operation, and administration of the City's water, wastewater, and reclaimed water systems; providing for the conflicts and severability; and providing an effective date.

Funds:

Recommended Action: City Council approve the ordinance repealing Punta Gorda Code, Chapter 17, "Utilities," in its entirety and adopting the new Punta Gorda Code, Chapter 17, "Utilities".

Summary: The proposed ordinance is a complete rewrite and modernization of the Chapter 17 "Utilities", Punta Gorda Code of Ordinances.

Department/Division: Utilities

EXHIBITS:

1. *Proposed Ordinance
2. Exhibit A - Proposed Chapter 17, Utilities

City of Punta Gorda

Ordinance No. _____

AN ORDINANCE OF THE CITY OF PUNTA GORDA, FLORIDA, REPEALING CHAPTER 17, "UTILITIES," OF THE CODE OF ORDINANCES IN ITS ENTIRETY AND ADOPTING A NEW CHAPTER 17, "UTILITIES"; PROVIDING FOR THE REGULATION, OPERATION, AND ADMINISTRATION OF THE CITY'S WATER, WASTEWATER, AND RECLAIMED WATER SYSTEMS; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Punta Gorda owns and operates public water and wastewater systems that are essential to the public health, safety, and welfare of the community; and

WHEREAS, Chapter 17 of the Code of Ordinances of the City of Punta Gorda, Florida, currently regulates the provision and administration of such utility services; and

WHEREAS, City staff and consulting engineers have completed a comprehensive review of Chapter 17 to ensure consistency with current operational practices, regulatory standards, and the City's long-term utility planning objectives; and

WHEREAS, the City Council finds it necessary and in the best interests of the citizens of Punta Gorda to repeal Chapter 17 in its entirety and adopt a new Chapter 17 establishing updated and consolidated provisions governing water, wastewater, and reclaimed water services.

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

SECTION 1. REPEAL. Chapter 17, "Utilities," of the Code of Ordinances of the City of Punta Gorda, Florida, is hereby repealed in its entirety.

SECTION 2. ADOPTION. A new Chapter 17, "Utilities," of the Code of Ordinances of the City of Punta Gorda, Florida, is hereby adopted in its entirety as set forth in Exhibit "A," attached hereto and incorporated herein by reference.

SECTION 3. CONFLICTS. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect immediately upon adoption and approval as provided by law.

PASSED AND DULY ADOPTED by the City Council of the City of Punta Gorda, Florida, in regular session this _____ day of _____, 2025.

CITY OF PUNTA GORDA, FLORIDA

_____

Mayor

ATTEST:

_____

SARA WELCH, City Clerk

APPROVED AS TO FORM AND CONTENT:

_____

STEVEN S. LESKOVICH, ESQ., Interim City Attorney
Bar #194840

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ARTICLE I. GENERAL PROVISIONS

Sec. 17-1-1. Purpose and Authority.

a) This ordinance is established to regulate and govern the provision of public Utility services within the City of Punta Gorda (City).
b) It serves to promote public health, safety, and welfare by providing reliable access to potable water and wastewater services within the City's defined service area.
c) The provisions herein are adopted under the authority granted to the City by state law and the municipal charter.

Sec. 17-1-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Annexation agreement shall mean a legal agreement between the City and a property owner outside City limits, establishing terms for future annexation, often tied to the provision of Utility services.

Applicant shall mean the owner of residential real property or the person or legal entity which has the legal right to utilize commercial real property by any form of legal means which real property is to be served by water and/or wastewater service. The terms "applicant", "developer", and "property owner" are synonymous and may be used interchangeably herein.

Application shall mean a written request from an applicant requesting that, pursuant to a Utility's agreement, specific water service and/or wastewater service be provided to and for certain real property.

Approval shall mean a determination by the Utility that a submitted application or design meets standards and may proceed.

Assessment shall mean a fee imposed against any parcel benefited by construction of water and/or wastewater infrastructure.

Backflow (see cross-connection).

Backflow Prevention Assembly shall be an approved mechanical device, designed to prevent reverse flow of water into the public water system.

Base Facility Charge shall mean the availability of service or readiness-to-serve charge. The charge is intended to recover a portion of the capital costs of the water or wastewater infrastructure which provides water or wastewater to customers as well as a portion of the costs to maintain the City's fire protection system. Base facility charges are based on the size of the meter and billed to each customer monthly regardless of whether the service is on or in an off (vacation/delinquent) status and regardless of whether or not any water is being used.

cBOD$_5$ (denoting carbonaceous biochemical oxygen demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days using appropriate methods.

CCCP shall mean Cross-Connection Control Program.

City shall mean the City of Punta Gorda, Florida, a municipal corporation of the State of Florida and specifically refers to the municipal government or City Council, responsible for legislative or legal actions.

Cleanout shall mean an access point in a sewer lateral for maintenance or inspection.

CN shall mean cyanides.

Council shall mean the City Council of the City of Punta Gorda, Florida.

Cross-connection shall mean any physical arrangement whereby a public water supply is connected directly or indirectly with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture, or any other device, facility, or system which contains or may contain contaminated water, sewage, waste material, or other material or substance of unknown or potentially unsafe quality which may be capable of imparting contamination to the public water supply as a result of backflow. Bypass arrangements, jumper connections, changeable devices, or other devices through which or because of which backflow could occur, are deemed to constitute cross-connection.

Cubic feet per second (cfs) shall mean a unit of measurement used in hydrology. One cubic foot per second equals approximately 7.48 gallons per second. This measure is used to describe the flow rate of water in rivers, streams, and at intake points such as dams and reservoirs.

Customer shall mean any person, firm, or corporation who has entered into an agreement to receive water and/or wastewater service from the City and who is liable for the payment of that water and/or wastewater service.

Residential customer shall mean a single-family, duplex, or multifamily dwelling unit where water is used primarily for domestic purposes such as drinking, bathing, laundry, and landscape irrigation. May be referred to as SF/MF.

Commercial customer shall mean a non-residential user engaged in retail, office, restaurant, or general business activities where water use is not primarily for industrial processing. May be referred to as CM.

Industrial customer shall mean a user engaged in manufacturing, chemical processing, or other activities that involve substantial or continuous water usage and may generate process wastewater.

Institutional customer shall mean a public or private entity such as a school, hospital, or government facility.

Irrigation-only customer shall mean a user with a separate meter account for landscape or outdoor water use, with no interior potable water connection. May be referred to as IRR.

Fire service customer shall mean a user with a dedicated connection for fire protection purposes, including private hydrants and sprinkler systems.

Mixed-use customer shall mean a parcel or building that combines two or more customer classifications, such as residential and commercial, under one service account.

Department shall mean the City Utilities Department and is synonymous with Utility for purposes of this Chapter.

Director and Director of Public Utilities shall mean the Director of the City Utility system, who oversees the City's water and wastewater systems, or their authorized deputy, agent or representative, as well as responsible for the operational activities of the Department.

Equivalent Residential Unit (ERU) shall mean the average metered consumption of water in gallons per day and/or the average wastewater demand in gallons per day for a typical single family residential unit.

EPA and USEPA shall mean the U.S. Environmental Protection Agency, or where appropriate the term may also be used as a designation for the administrator or other duly authorized official of such agency.

FAC shall mean the Florida Administrative Code.

FDEP shall mean the Florida Department of Environmental Protection and its duly authorized officials.

FOG (fats, oils, and grease) shall mean fats, oils, and grease of animal or vegetable origin that are used in, or are byproducts of, food preparation or food service operations, including but not limited to cooking oil, meat fats, lard, butter, margarine, and shortening.

Grease Interceptor/Grease Trap shall mean a plumbing device or receptacle designed to intercept, capture, and separate FOG from wastewater before discharge into the sewer system, Required of food service establishments and other designated users.

Hydrant meter shall mean a temporary meter issued by the Utility for the purpose of withdrawing water from a fire hydrant under approved conditions.

Lien shall mean a legal claim or encumbrance against a specific property to secure the payment of charges, fees, fines, or assessments imposed under this ordinance, which shall run with the land until satisfied or released by the City. Such liens may be enforced through legal proceedings.

MFL shall mean minimum flow and level at which further withdrawals would be significantly harmful to the water resources or ecology of the area, as established pursuant to Section 373.042, Florida Statutes, by the Southwest Florida Water Management District.

Permit shall mean a formal authorization issued by the Utility for construction, connection, or discharge.

Permittee shall mean any person or entity issued a permit or approval by the Utility for connection, discharge, construction, or other regulated activity.

pH shall mean a measure of the hydrogen ion concentration in water or wastewater, expressing the relative acidity or alkalinity on a scale of 0 to 14, with 7 being neutral. A pH less than 7 indicates acidity, while a pH greater than 7 indicates alkalinity.

Potable water shall mean water that is safe for human consumption and meets all applicable federal and state drinking water standards.

Pretreatment shall mean the reduction, elimination, or alteration of pollutants in wastewater prior to discharge into the City's wastewater system, achieved through physical, chemical or biological processes. Pretreatment is required of certain industrial and non-residential users under this Chapter and applicable federal or state regulations.

Property line shall mean the boundary between private property and public right of way (ROW).

Property owner(s) shall be the legal owner of record or real property receiving utility service. For lien and billing purposes, the property owner is ultimately responsible for all unpaid utility charges.

POTWs shall mean publicly owned treatment works.

Right-of-way (ROW) shall mean public land or easement dedicated for utilities, streets, or access where the City has responsibility for infrastructure.

SWFWMD shall mean Southwest Florida Water Management District, which is a regional water management district established under Chapter 373, Florida Statutes, responsible for managing and protecting water resources in all or part of 16 counties in west-central Florida, which includes the City of Punta Gorda, Florida. SWFWMD is authorized to establish MFLs, regulate water use through water use permits and other means, manage surface water and groundwater resources, and implement regional water supply planning within its jurisdiction.

Service area shall mean the geographic area designated by the City within which potable water and/or wastewater services are provided or may be extended.

Stormwater shall mean surface water runoff resulting from rainfall that flows over land or impervious surfaces and does not immediately infiltrate into the ground. Stormwater includes flow directed into drainage systems, streets, swales, storm sewers, or natural water bodies and may carry pollutants. Stormwater is separate from potable water or wastewater and is regulated under stormwater management rules.

Tampering shall mean the unauthorized adjustment, bypass, connection, or interference with a Utility-owned meter, valve, backflow device, hydrant, or other system component.

Temporary service shall mean short-term provision of potable water through a construction meter, hydrant connection, or other permitted method for construction, events, or special uses.

Total suspended solids (TSS) shall mean the total amount of suspended matter in water or wastewater that is retained on a standard glass fiber filter, expressed in milligrams per liter (mg/L). TSS is a kay indicator of the pollutant load in wastewater.

User shall mean any person, business, or entity that discharges wastewater into the City's sewer system, including but not limited to residential, commercial, industrial, and institutional customers. For purposes of pretreatment regulations under Article X, "user" shall refer to industrial or significant nonresidential dischargers subject to monitoring, permitting, or reporting requirements under this Chapter or applicable federal/state law.

Utilities Fee Resolution shall mean the resolution adopted and periodically amended by City Council establishing all current Utility rates, fees, and charges reference in this Chapter.

Utility shall mean the City of Punta Gorda Utilities Department, which is the operational body managing potable water and wastewater services.

Utility easement shall mean a recorded legal right allowing City access to private property for Utility infrastructure.

Utility Service Agreement shall be a written agreement between the City and a Developer or Property Owner establishing terms of service, connection, or financial arrangements, such as installment payments or economic development incentives.

WUP shall mean water use permit.

Wastewater shall mean a liquid and water-carried waste from residences, businesses, institutions, and industrial facilities that is discharged into the sanitary sewer system.

Sec. 17-1-3. Applicability and Service Area.

a) This Chapter applies to all Utility customers within the municipal limits and areas legally served by the City's Utility system.
b) The Utility service area includes all current and future service connections as defined by City ordinance, interlocal agreements, or annexation.
c) Properties outside the City may be served by the Utility subject to applicable interlocal agreements, Council-approved pre-annexation agreements, or other contractual conditions. Such properties may be subject to additional service requirements, rate schedules, or annexation obligations as specified in those agreements.

Sec. 17-1-4. Utility Customer Classifications.

a) The Utility shall categorize customers by service class, including but not limited to residential, commercial, mixed-use, industrial, institutional, irrigation-only, and fire service.
b) Service classifications determine rate schedules, service responsibilities, and connection requirements.
a) The Utility reserves the right to reclassify accounts based on changes in use.

Sec. 17-1-5. Confidentiality.

a) Customer account information, including usage history and billing records, shall be considered confidential and shall not be released except as authorized by law.
b) The Utility may share information with contractors, regulatory bodies, or law enforcement when necessary for operations or compliance.

Sec. 17-1-6. Administrative Rules and Procedures.

a) The Utility is authorized to develop and adopt administrative rules, technical standards, operating procedures, and manuals necessary to implement and enforce the provisions of this Chapter.
b) Such rules and procedures shall be consistent with this ordinance and may address design criteria, inspection requirements, testing protocols, emergency response, and compliance programs.
c) The Utility shall make such documents publicly available and may update them periodically without amending this Chapter.

Sec. 17-1-7. Severability.

a) If any section, subsection, sentence, clause, or phrase of this Chapter is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Chapter.

b) It is the intent of the City that the provisions of this Chapter shall be deemed severable, and the invalidation of any part shall not affect the remainder.

ARTICLE II. POTABLE WATER SERVICE

Sec. 17-2-1. Mandatory Water Connection.

a) All developed properties within the City limits or designated Utility service area shall submit a Request for Utility Availability at the time of development, redevelopment, or property transfer. Where potable water is deemed available by the Utility under Sec. 17-2-2, connection to the potable water system shall be required within ninety (90) days of receiving formal notice of availability.
b) Property owner(s) required to connect to the City's water system will be required to convert any existing potable water wells on the site to irrigation wells or plug and abandon the existing water wells, in accordance with applicable State, County and City laws, rules and regulations, simultaneous with connection to the City's water system.
c) For new development, no building permit shall be issued unless the applicant has submitted a Request for Utility Availability for water service and confirmed water system availability or a service extension has been approved by the Utility.
d) Properties beyond 100 feet of a water main or otherwise lacking available capacity may be deferred from immediate connection, but the Utility may condition future service availability or approvals on participation in a pre-annexation, assessment, or Utility extension agreement.
e) Failure to connect within the required timeframe may result in enforcement action, including the imposition of Utility assessments or liens. The Utilities Department shall provide noticed by certified mail to each owner who has not connected and/or who has not paid the required connection fees, as outlined in Article V. Within that letter, the owner will be given an additional 30 days to connect and/or pay the required connection fees. Failure to comply may result in service penalties or enforcement under Article X.
f) For existing development not currently served by the Utility, connection to the water system may be funded via a Special Assessment Method upon demonstration of support by a fifty-one percent (51%) majority of the affected property owners.

Sec. 17-2-2. Water System Availability.

a) Potable water service shall be considered available when a City water main exists within 100 feet of the property line and has sufficient capacity to serve the proposed demand.
b) Availability determinations shall consider hydraulic capacity, infrastructure constraints, and planned system expansions.
c) The City may deny service where connection would result in system overload, require significant offsite upgrades, or violate Utility policies.
d) Developers may be required to fund or construct extensions to serve new development.
e) Water availability determinations shall consider the City’s permitted withdrawal limits under the City’s current water use permit (WUP) issued by SWFWMD. These limits vary seasonally and are

subject to minimum flow and level (MFL) requirements for Lower Shell Creek. During periods of restricted withdrawal, the City may temporarily deny or condition connection requests, including for irrigation or bulk uses.

Sec. 17-2-3. Customer Responsibilities.

a) Customers are responsible for maintaining all plumbing and service lines from the meter to the building or point of use.
b) Customers shall not tamper with, obstruct, or bypass the water meter or associated Utility equipment.
c) Service lines must be maintained in a leak-free and code-compliant condition.
d) Customers shall not make unauthorized connections to the potable water system, alter meter installations, bypass Utility controls, or interfere with the flow or measurement of water.
e) Any form of tampering, including the removal, bypassing, or disabling of a water meter, backflow device, or shutoff valve, is strictly prohibited.
f) Violations may result in penalties, billing adjustments, cost recovery for damages and lost water, as outlined in Article V, and prosecution under applicable laws. The Utility reserves the right to discontinue service until compliance is restored.

Sec. 17-2-4. Service Applications and Connection Permits.

a) All new or modified connections to the potable water system shall require a completed Application for Utility Service.
b) Applications shall include property information, intended use, and meter sizing.
c) No connection shall be made or meter installed without prior Utility review, permit issuance and compliance with all inspection requirements.
d) Any changes in service demand or property use must be reported to the Utility for reassessment of meter size and rate class.
e) Any change in property use (e.g., residential to commercial) must be reported and may trigger reclassification, additional capacity fees, and permit review, as detailed in Article X, Sec. 17-10-11.
f) For properties located outside the City limits, pursuant to City Ordinance 1860-16, the applicant may be required to execute an annexation agreement and/or execute a Water Service Annexation Agreement.
g) Applicants requesting a new water connection must submit an Application for Utility Service. At the time of application, the builder or property owner shall request a utility line location using the Water/Sewer Location Request Form. The applicant must provide the parcel address and any relevant site information. The Utility will mark the approximate location of available water service lines serving the subject parcel.

Sec. 17-2-5. Backflow and Cross-Connection Control.

a) The Utility shall maintain and enforce a Cross-Connection Control Program (CCCP) designed to protect the public water supply from actual or potential contamination by backflow. This program includes inspection, testing, recordkeeping, reporting, and enforcement measures.
b) The CCCP is maintained as a separate administrative document adopted by the Utility and may be amended as necessary to address emerging health risks, technological changes, or regulatory

updates. In the event of any conflict between this ordinance and the adopted CCCP, the provisions of the CCCP shall govern.

c) All potable water connections where a cross-connection hazard exists, as determined by the Utility, shall be equipped with an approved backflow prevention assembly installed in accordance with City standards and applicable plumbing codes.
d) The type and location of backflow prevention assemblies shall be based on the degree of hazard and must be approved by the Utility prior to installation. Unless otherwise approved by the City in writing, all backflow prevention assemblies shall be installed at the edge of the public right-of-way or easement line, in a location accessible to the Utility for inspection and maintenance.
e) All new service connections, changes of use, or reconnections after disconnection shall require backflow prevention as a condition of service activation.
f) Existing single-family residential properties using water solely for domestic purposes are exempt from retrofit requirements unless:
    I. A cross-connection hazard is identified,
    II. The property is sold or transferred, or
    III. Substantial renovations or changes in use occur.
g) All backflow prevention assemblies subject to the CCCP shall be tested at the frequency outlined in the CCCP by a certified technician, and test results must be submitted to the Utility by the required deadline.
h) The Utility may inspect any premises for cross-connections, require corrective action, and disconnect service in cases of noncompliance or imminent public health risk.
i) Customers shall be responsible for the installation, maintenance, and annual testing of their backflow prevention assemblies. Violation of backflow prevention requirements, including failure to maintain a required device or unauthorized bypassing, shall be subject to enforcement actions described in Article X, including penalties, service suspension, or legal action.

Sec. 17-2-6. Fire Service Connections.

a) Fire service connections shall be separately metered and used exclusively for fire protection purposes.
b) Installation of fire service lines requires submission of hydraulic calculations and fire protection plans. A City Fire Flow Hydrant Testing Request is required.
c) Fire lines shall include an approved backflow prevention assembly and tamper detection device.
d) Use of fire service water for non-fire purposes is prohibited and shall result in penalties and cost recovery.

Sec. 17-2-7. Irrigation-Only Connections.

a) Irrigation-only service connections shall be separately metered and used exclusively for landscape irrigation or other non-potable, outdoor uses.
b) All irrigation-only connections must be approved by the Utility and shall comply with applicable water conservation provisions under Article VII.
c) An approved backflow prevention assembly must be installed and maintained in accordance with Sec. 17-2-5.
d) Use of irrigation water for indoor, potable, or any non-irrigation purposes is strictly prohibited.

e) The City may deny or condition new irrigation-only connections during water shortages or where supply capacity is limited.
f) Properties with existing potable water service must establish a separate meter account if applying for dedicated irrigation service.
g) The applicant is responsible for all installation, maintenance, and costs related to the irrigation system beyond the meter.

Sec. 17-2-8. Pool Filling.

a) Customers may use potable water to fill swimming pools provided backflow protection is present on the fill line.
b) All pool filling systems shall include approved backflow prevention.
c) The Utility may inspect pool fill connections to ensure compliance.
d) No billing adjustments shall be provided for the initial filling of new pools.
e) The City may grant a billing adjustment in cases of documented leaks, where consumption exceeds typical usage and the excess can be reasonably measured or estimated by the Utility.
f) Special adjustments may be granted at the discretion of the City in extraordinary circumstances (e.g., declared emergencies or hurricanes), consistent with Utility policies and City Council approval.

Sec. 17-2-9. General Water Use Restrictions.

a) Potable water shall not be used for any purpose that results in unreasonable waste, unsafe conditions, or environmental harm.
b) Customers must comply with water use restrictions imposed during declared shortages or emergencies.
c) Use of potable water for dust suppression, cooling, or other industrial uses may be restricted or subject to additional permitting.
d) Violations of use limitations may result in warnings, fines, or suspension of service.

Sec. 17-2-10. Temporary Water Service.

a) Temporary service may be authorized by permit for limited duration uses such as construction, development, or event support.
b) All temporary connections must meet backflow protection standards and be metered unless specifically waived.
c) The Utility may establish rates and fees for temporary service and require deposits or bonding.

Sec. 17-2-11. Suspension and Disconnection of Service.

a) The Utility may suspend or discontinue water service for nonpayment, maintenance, system damage, contamination risk, or during declared emergencies.
b) Advance notice shall be provided for non-emergency shut offs. Emergency shut offs may be conducted without prior notice.
c) The Utility shall provide an appeal process for contested discontinuation actions.

Sec. 17-2-12. Temporary and Special Water Uses.

a) Non-standard water uses such as bulk water hauling, irrigation filling stations, street sweeping, dust suppression, and hydrant flushing must be approved in writing by the Utility.
b) The Utility may require temporary meters, backflow prevention, and payment of applicable fees.
c) Unauthorized use of water from public mains, hydrants, or other access points is prohibited.
d) The Utility reserves the right to deny or restrict special water use based on supply availability, drought restrictions, or operational considerations.

Sec. 17-2-13. Limitation of Liability for Water Supply Interruptions.

a) The City does not guarantee a specific pressure, flow rate, or uninterrupted supply of water to any customer.
b) The City shall not be liable for any damage or loss resulting from water supply interruptions due to maintenance, repairs, system failures, emergency conditions, or any other cause beyond its control.
c) Customers are responsible for installing any backflow or pressure regulation devices necessary to protect private plumbing and equipment from such variations.

Sec. 17-2-14. Private Booster Pumps.

a) Private booster pumps shall only be permitted upon written approval by the Utility. Approval may be granted where documented low-pressure conditions exist and where the booster pump is necessary for multi-story or high-demand facilities.
b) Booster pumps shall not be permitted for single-family residential customers, unless expressly required and authorized by the Utility to resolve verified system deficiencies.
c) Prior to installation of any private booster pump, the customer shall install a Reduced Pressure (RP) backflow prevention assembly, approved by the Utility, in accordance with Sec. 17-2-5, the Florida Plumbing Code and applicable City standards.
d) The Utility may deny installation or require removal if the booster pump creates adverse pressure impacts, water hammer, backflow risks, or other hazards to the public water system.
e) Any existing booster pump installed without prior Utility approval shall request approval from the Utility, and the Utility may require its immediate removal.
f) Customers shall be solely responsible for all costs, maintenance, and repairs associated with the booster pump installation, operation, or removal.

ARTICLE III. WASTEWATER SERVICE

Sec. 17-3-1. Mandatory Sewer Connection.

a) All developed properties within the City limits or designated Utility service area shall submit a Request for Utility Availability at the time of development, redevelopment, or property transfer. Where wastewater service is deemed available by the Utility under Sec. 17-3-2, connection to the wastewater system shall be required within ninety (90) days of receiving formal notice of availability.

b) Property owner(s) required to connect to the City's wastewater system will be required to properly abandon any existing septic systems in accordance with applicable State, County and City laws, rules and regulations, simultaneous with connection to the City's wastewater system.
c) For new development, no building permit shall be issued unless the applicant submitted a request for wastewater service and confirmed wastewater system availability of a service extension has been approved by the Utility.
d) Properties beyond 100 feet of a sewer main or otherwise lacking available capacity may be deferred from immediate connection, but the Utility may condition future service availability or approvals on participation in a pre-annexation, assessment, or Utility extension agreement.
e) Failure to connect within the required timeframe may result in enforcement action, including the imposition of Utility assessments or liens. The Utilities Department will then send out certified letters to each owner who has not connected and/or who has not paid the required connection fees, as outlined in Article V. Within that letter, the owner will be given an additional 30 days to connect and/or pay the required connection fees. Failure to comply may result in service penalties or enforcement under Article X.

Sec. 17-3-2. Wastewater System Availability.

a) Sewer service will be provided within the City's service area or if a City sewer main is within 100 feet of the property boundary and has sufficient capacity.
b) Service availability may be limited by infrastructure or regulatory constraints.

Sec. 17-3-3. Customer Responsibilities.

a) Customers are responsible for maintenance of wastewater service lines up to the cleanout at the property line or right-of-way, unless the cleanout is inaccessible or unapproved. Where no cleanout exists or access is obstructed by the customer, maintenance responsibility extends to the property line.
b) No person shall discharge prohibited substances, stormwater, or unpermitted connections into the sanitary sewer.
c) Maintenance responsibilities shall follow the cleanout ownership and accessibility rules set forth in Sec. 17-3-4.
d) Violations may result in penalties, billing adjustments, cost recovery for damages, as outlined in Article V, and prosecution under applicable laws. The Utility reserves the right to discontinue service until compliance is restored.

Sec. 17-3-4. Service Application and Connection Permits.

a) All new or modified connections to the wastewater system shall require a completed Application for Utility Service.
b) Applications shall include property information, intended use, and payment of applicable fees.
c) No connection shall be made or building sewer work approved without prior Utility review, permit issuance and compliance with all inspection requirements.
d) Any change in property use (e.g., residential to commercial) must be reported and may trigger reclassification, additional capacity fees, and permit review, as detailed in Article X, Sec. 17-10-11.

e) For properties located outside the City limits, pursuant to City Ordinance 1860-16, the applicant may be required to execute an annexation agreement and/or execute a Wastewater Service Annexation Agreement.
f) For new sewer service connections, the builder or property owner of record shall submit a request for the location of existing sewer lines using the Utility's Water/Sewer Location Request Form. This request should be made at the time of the service application. The Utility will identify and mark the general location of any known sewer laterals or mains available to serve the parcel. Applicants must provide parcel address and any available property information.

Sec. 17-3-5. Backflow and Inflow Prevention.

a) Properties connected to the wastewater system shall prevent cross-connection with any private well, potable water supply, or stormwater system.
b) The City may require inspections of high-risk facilities to ensure no unpermitted inflow or chemical injection systems.
c) Any detected backflow or inflow hazard must be eliminated within a timeframe designated by the Utility.

Sec. 17-3-6. Cleanouts and Access.

a) All new properties, and existing properties undergoing major plumbing modifications or utility connection upgrades, shall have accessible cleanouts at the building and at the property line or right-of-way.
b) Cleanouts must be maintained in good condition and accessible to the Utility.
c) If a sanitary sewer cleanout approved by the Utilities Department does exist at the property line, the City shall be responsible for maintenance of a building sewer from the sanitary sewer main to the cleanout at the property line.
d) If no sanitary sewer cleanout approved by the Utilities Department exists at the property line, then the City shall be responsible for maintenance from the sanitary sewer main to the property line.
e) The Utilities Department encourages sewer customers to consider the installation of an approved sewer cleanout on the customer's sewer service lateral to facilitate removal of blockages and more easily delineate maintenance responsibilities. In order for a new sewer service line cleanout to be eligible for approval, both the cleanout and the sewer service lateral between the cleanout and the City's sewer main must be clearly demonstrated to be in good working condition and accepted by the Utilities Department.
f) Location of cleanout may vary. In order for a sanitary sewer cleanout to be readily accessible for maintenance activities, it may be necessary for its location to be modified. For a newly constructed cleanout the customer should obtain approval of the cleanout location prior to its construction. For an existing cleanout where accessibility of the cleanout has become impractical or impossible due to construction or placement of physical features by the customer, responsibility for maintenance of the service line from the cleanout to the sewer main shall revert to the customer until the customer has remedied the cleanout access issue to the satisfaction of the Utilities Department.

Sec. 17-3-7. Sewer Stoppage Policy.

a) The Utility will respond to customer sewer stoppage complaints upon request during business hours. An initial investigation will determine whether the stoppage is located within the City's right-of-way or Utility system, or on the customer's property.
b) If the stoppage is determined to be in the public right-or-way or Utility-maintained infrastructure, the City shall correct the problem at no cost to the customer.
c) If the stoppage is determined to be on the customer's side of the cleanout or otherwise within private property plumbing, the customer shall be responsible for all repairs. In such cases, the City may assess a service call fee to recover costs associated with the investigation.
d) Intentional acts causing sewer stoppages, including the introduction of prohibited materials into the system, shall be deemed unlawful and subject to enforcement under Article X, including penalties (detailed in Article V), cost recovery, and potential prosecution.

Sec. 17-3-8. Prohibited Discharges.

a) It shall be unlawful for any person to discharge, or cause to be discharged, into the City's wastewater system any substance that may cause harm to the collection system, treatment facility, personnel, or environment. This prohibition is adopted pursuant to Sections 403.061 and 403.161, Florida Statutes, and Chapters 62-600 and 62-625, Florida Administrative Code, which authorize municipalities to regulate discharges to ensure the protection of public health, safety, and the environment. The following categories of substances and discharges are expressly prohibited:
    I. Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.
    II. Any waters or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance or create any hazard in the receiving waters of the sewage treatment plant, including but not limited to cyanides in excess of two (2) mg/l as CN, or metals at concentrations exceeding those allowed by Florida Administrative Code (FAC) governing wastewater collection treatment in the wastes as discharged to the public sewer.
    III. Any waters or wastes having a pH lower than five and five-tenths (5.5), or greater than twelve and five-tenths (12.5) or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works.
    IV. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
    V. Any wastewater that endangers life, causes public nuisance, or limits system access for maintenance.

Sec. 17-3-9. Pretreatment Requirements.

a) All industrial users and other non-residential users that discharge pollutants in concentrations or volumes exceeding limits established by the City (see Sec. 17-3-8), or as defined by applicable state or federal regulations, must install and maintain appropriate pretreatment facilities to ensure compliance. "Dilution" shall not be accepted as a method of achieving compliance unless specifically authorized in writing by the Director and subject to applicable surcharges.
b) Users shall design, construct, operate, and maintain pretreatment systems at their own expense. Pretreatment systems shall include provisions for spill prevention and monitoring as required. Detailed plans must be submitted to the Utility for approval prior to construction. Approval does not relieve the user of the obligation to meet performance standards.
c) Any proposed changes to pretreatment equipment or discharge characteristics (including volume, strength, or type of pollutant) must be reported to the Utility and approved prior to implementation.
d) Users subject to national categorical pretreatment standards under 40 CFR Part 403 (Code of Federal Regulations, Title 40, Part 403 – General Pretreatment Regulations for Existing and New Sources of Pollution) must comply with all applicable federal regulations. These standards apply to specific industrial sectors and set minimum national discharge limits for pollutants that may pass through or interfere with Publicly Owned Treatment Works (POTWs).
e) Users must also comply with state-issued industrial wastewater discharge permits administered by the Florida Department of Environmental Protection (FDEP), as well as all applicable local discharge standards under Sec. 17-3-6 of this Code.

Sec. 17-3-10. Fats, Oils, and Grease (FOG) Management.

a) All food service establishments, vehicle maintenance shops, and facilities discharging grease, oil, lint, or sand are required to install and maintain an appropriately sized grease interceptor or separator (e.g., oil/sand separator).
b) Interceptors shall comply with plumbing code requirements, be easily accessible for cleaning and inspection, and include an effluent monitoring point for sampling.
c) Owners are responsible for routine cleaning and maintenance, at a minimum every 90 days. Use of chemical degreasers or petroleum-based solvents is prohibited.
d) Records of pump-outs and maintenance shall be kept on site for at least 1 year and made available to the Utility upon request.
e) The Utility may inspect grease interceptors during normal operating hours. Failure to maintain or provide access may result in enforcement under Article X.
f) Facilities such as restaurants, hospitals, nursing homes, and similar users must operate an approved automatic grease trap. Grease traps must be maintained in a clean and functioning condition at all times.

Sec. 17-3-11. Non-Residential and Industrial Sewer Use Permits.

a) All non-residential, industrial, or other significant users shall submit an Application for Utility Service from the Utility prior to connecting to or discharging into the public wastewater system. Applications shall include, at minimum:

a. Property and facility information.
b. Description of processes and wastewater characteristics.
c. Estimated flow volumes.
d. Pretreatment equipment and monitoring plans, if applicable.

b) The Utility shall review applications for consistency with discharge standards, capacity limits, and system integrity. Conditions may be imposed on the permit to address pretreatment, flow limits, monitoring, reporting, or other requirements. Permits may include:

I. Effluent limitations for flow, $cBOD_5$, TSS, pH, or specific pollutants.
II. Pretreatment system maintenance.
III. Monitoring and sampling access.
IV. Reporting schedules and compliance certification.
V. Duration and renewal timelines.

c) Permits may be amended if a change in discharge characteristics, ownership, or operations occurs. The City may suspend or revoke a permit for noncompliance, misrepresentation, or public health risk.
d) Unauthorized discharges without a valid permit shall be subject to enforcement under Article X.
e) Any change in property use (e.g., residential to commercial) must be reported and may trigger reclassification, additional capacity fees, and permit review, as detailed in Article X, Sec. 17-10-7.

Sec. 17-3-12. Illegal Connections and Discharge Violations.

a) It shall be unlawful for any person to connect to, discharge into, or otherwise disturb any part of the City's wastewater collection, transmission, or treatment system without prior written approval from the Utility.

All laterals and building sewers constructed by private owners must be properly designed and installed in accordance with applicable building and plumbing codes. No service shall be activated or accepted for maintenance unless the work is approved and inspected by the Utility.

In addition to subsections (a) and (b), no person shall discharge, or cause to be discharged, any substance that:

I. May damage or obstruct the City's wastewater collection or treatment facilities;
II. May create unsafe conditions for Utility personnel or the public; or
III. Could cause the City to violate the terms of its FDEP or EPA operating permits.

This prohibition is adopted pursuant to Chapter 403, Florida Statutes, and F.A.C. Chapters 62-600 and 62-625, which authorize municipalities to regulate discharges for the protection of public health, safety, and the environment.

Property owners are responsible for the operation and maintenance of all laterals and building sewers up to the point of connection with the City system. The City may order corrective action, including disconnection, if unsafe or unlawful discharges are observed.

Violations of this section may result in enforcement under Article X, including administrative penalties, service disconnection, and referral for legal action.

Sec. 17-3-13. Service Disconnection and Suspension.

a) The Utility may suspend or disconnect wastewater service under the following circumstances:
   I. Nonpayment of sewer-related charges or fees,
   II. Discharge of prohibited substances,
   III. Dangerous cross-connections or unapproved inflow,
   IV. Maintenance or emergency repair needs.
b) Advance notice shall be provided unless an emergency condition exists.
c) Service shall only resume after resolution of the cause and payment of all applicable fees and penalties.

ARTICLE IV. METERING EQUIPMENT, ACCESS, AND TESTING

Sec. 17-4-1. Installation Standards and Meter Boxes.

a) All water meters shall be installed by the Utility or an approved contractor. The City shall provide and install all water meters sized from ¾" to 2", unless otherwise determined by the Director of Utilities.
b) Meters must be placed in Utility-approved meter boxes, in a location that is dry, safe, and easily accessible.
c) The size and type of meter shall be based on the anticipated demand and classification of service.
d) All meter installations shall conform to the Utility's construction standards and applicable plumbing codes.
e) Additional fees may apply for non-standard (e.g., long tap) installations.
f) Installation of booster pumps shall be subject to backflow prevention requirements outlined in Article II, Sec. 17-2-13. Unauthorized booster pumps or those lacking approved backflow protection may result in disconnection or enforcement action.

Sec. 17-4-2. Reading and Right of Entry.

a) Utility personnel shall have the right to enter properties at reasonable hours to read, test, inspect, maintain, or replace meters.
b) Property owners must maintain unobstructed access to meters. City personnel must have free and clear access to water meters for reading, maintenance, service disconnection or restoration, and inspection of service connections and backflow prevention devices. Obstructions that may delay service or affect billing accuracy include, but are not limited to: overgrown vegetation, debris, fences, pets, and vehicles. Parking on or over meter boxes or otherwise obstructing access to the meter is prohibited.
c) If access is not restored after written notice, the City reserves the right to relocate the meter to a location within the right-of-way or a utility easement for future access. Once the meter is

relocated, it is the customer's responsibility to reconnect their private service line to the new meter location at their own expense.

d) Repeated denial of access or obstruction may result in service interruption, penalties, or enforcement under Article X.

Sec. 17-4-3. Maintenance and Testing.

a) The Utility shall maintain all water meters in good working condition and may test or replace meters as part of routine maintenance or infrastructure upgrades.

b) The Utility may conduct meter testing in response to system alerts, high billing patterns, or internal audits. Customer-initiated testing, physical reads, and enforcement policies are addressed in Sec. 17-4-6.

Sec. 17-4-4. Meter Turn-on/Shutoff.

a) Only authorized Utility personnel may operate the shutoff valve or curb stop.

b) Unauthorized access, tampering, or bypassing of meters is prohibited.

c) Violations may result in penalties, repair charges, and service disconnection.

d) Customers requesting water service activation or disconnection must schedule with the Utility in advance.

Sec. 17-4-5. Relocations and Infrastructure Changes at 3rd Party Request.

a) Relocation or modification of meters or infrastructure requested by a customer, property owner, or third party must be reviewed and approved of by the Utility.

b) All related costs, including labor, materials, and inspection, shall be paid in full by the requesting party prior to commencement of work.

Sec. 17-4-6. Meter Testing, Service Requests, and Violations.

a) Customers may submit a written request for a water meter accuracy test to the Billing and Collections Division. If the meter registers more than three (3) percent fast, it shall be replaced and billing adjusted. If the meter registers within ±3% accuracy, a testing fee shall be charged. Customers may also request a physical read to verify automated readings. If the physical read confirms equal or greater usage than the automated reading, a fee shall apply. One waiver per fee type per calendar year may be granted. A site visit fee shall apply for customer-requested investigations not otherwise covered in this article. Associated fees are detailed in Article V.

b) Should the meter on any premises become defective so that the amount of water delivered for the current month cannot be ascertained, the property owner of record of the premises shall pay for that month an amount equal to the average monthly charge of the six (6) months preceding, or for the available period of service if less than six months. Any unpaid charges under this subsection shall constitute a lien upon the property served, enforceable in the same manner as other delinquent utility charges.

c) Customers are responsible for maintaining all private service lines beyond the meter and shall be liable for all water loss due to leaks or failures on their side of the meter.

d) Any unauthorized connections to the City's water system or tampering with metering equipment is strictly prohibited. Offenders shall be responsible for actual damage costs, and service may be disconnected.
e) Penalties for unauthorized connections or tampering are listed in Article V.

Sec. 17-4-7. Protection of System Equipment.

a) It shall be unlawful for any person to tamper with, damage, or interfere with City wells, storage tanks, mains, lift/pump stations, manholes or system components.
b) Tampering with any water main, pipe, plug, meter, or equipment whether inside or outside the City shall be punishable to the fullest extent of law.
c) Offenders shall be subject to prosecution to the fullest extent of the law and shall also be held financially responsible for the full cost of repairs, restoration, and any damages resulting from such actions.

Sec. 17-4-8. Hydrant Meters and Temporary Equipment Use.

a) The Utility may provide hydrant meters and associated temporary equipment for approved short-term use. All requests must be submitted to the City's Billing and Collections Division and are subject to Utility approval and payment of applicable fees.
b) Hydrant Meter Use – Utility-Owned and Privately-Owned Hydrants: Hydrant meters may be installed on approved City-owned or privately-owned hydrants for temporary use, not to exceed six (6) months. The following conditions apply:
    a. Customers must submit a formal request to the City's Billing and Collections Division.
        i. Upon approval, the customer shall pay a one-time administrative fee and a refundable equipment deposit. These fees are provided in Article V.
    b. For Utility-owned hydrants, the Utility shall install the hydrant meter, required connection fittings, and an approved backflow assembly within forty-eight (48) hours of payment.
    c. For privately-owned hydrants, the Utility shall supply the hydrant meter, connection fittings, and required backflow, which the customer must pick up from the City's Utility campus, within forty-eight (48) hours of payment.
    d. Hydrant meters shall only be used at the authorized location specified in the permit.
    e. Water consumption shall be subject to standard monthly billing based on meter readings.
    f. The customer must provide written notice to the City when the hydrant meter is no longer needed.
    g. All privately-owned equipment, must be returned in working condition within forty-eight (48) hours of such notice. Utility-owned hydrants will be removed by City Utilities staff.
    h. Failure to return equipment within six months, or discovery of missing or damaged equipment during monthly readings, shall result in forfeiture of the deposit.
c) Connection to any fire hydrant without an approved backflow prevention device is prohibited. Standards for backflow protection and installation are detailed in the City's Utility Index, maintained by the Utility Director.
d) An equipment damage fee shall be charged to the customer account for any loss or damage to City-owned meters or appurtenances based on actual costs incurred.

e) Requests to change the size of an existing meter shall be subject to applicable installation and capacity fees as specified in Article V of this ordinance.

ARTICLE V. RATES, FEES, AND CHARGES

Sec. 17-5-1. Classes of Service.

a) Each class shall be subject to distinct rates and conditions of service, as defined in the Utility's published rate schedule. Service classes shall include, but are not limited to:
   i. Single-Family Residential (SF).
   ii. Multi-Family Residential (MF).
   iii. Commercial (CM).
   iv. Industrial.
   v. Irrigation-Only (IRR).
   vi. Fire Line.

Sec. 17-5-2. Water and Wastewater Capacity (Connection) and Associated Fees.

a) The City shall charge and collect from every applicant for water and wastewater connection, a system capacity fee, also referred to as an impact fee, in accordance with the Utilities Fee Resolution.
b) Properties that include a mix of both residential and nonresidential use will be required to have separate meters for each use.
c) Fees shall be determined based on meter size and estimated usage. Relocations, upsizing, and reconnections will be treated as new connections where applicable.
d) All funds collected for increasing the water and wastewater system capacity shall be employed as allowed by law.
e) All connection-related fees shall be collected upon issuance of a building permit and/or application for utility service.
f) No certificate of occupancy shall be issued to the customer by the City, nor shall any water or wastewater connection be made to the City systems until the customer has paid all connection fees for applicable services.
g) In addition to the system capacity fees, the following apply:
   i. Water System Tap Fee and Meter Installation Fee, per Utilities Fee Resolution.
   ii. Wastewater Connection Inspection Fee, per Utilities Fee Resolution. If City labor or materials are used, actual costs shall be charged in addition to the inspection fee. Unauthorized connections without City inspection are grounds for service termination.
h) If a property's use classification changes (e.g., residential to commercial), the City reserves the right to reassess system capacity fees and require additional meters, ERU charges, or permit applications.

Sec. 17-5-3. Water and Wastewater Monthly Rates, Fees and Charges.

a) All customers shall be billed a combination of base facility charges and volumetric consumption charges.

b) Rate tiers may apply to encourage efficient use of potable water, particularly for dedicated irrigation accounts.
c) Charges may vary by meter size, location (inside or outside City limits), and service class.
d) The water and wastewater Monthly Base Facility Charge, Monthly Customer Charge, and Monthly Volume Charge shall be set by City Council through the Utilities Fee Resolution.

Sec. 17-5-4. Frequency and Method of Rate Studies.

a) The City shall perform a comprehensive rate study no less than every five (5) years to evaluate connection fees, monthly charges and rates, adequacy of revenue recovery, fairness among customer classes, and compliance with financial planning goals. Interim adjustments may be adopted based on cost index or Utility budget analysis.

Sec. 17-5-5. Pretreatment and Fats, Oil, and Grease (FOG) Fees.

a) Industrial and food service establishments shall be subject to additional fees related to pretreatment, monitoring, and maintenance of grease interceptors, as established in the Utilities Fee Resolution.
b) Penalties and enforcement actions for noncompliance with FOG and pretreatment requirements shall be determined and administered by the City's Code Enforcement process, in coordination with the Utility and consistent with Article X.

Sec. 17-5-6. Cross-Connection and Backflow Prevention Fees.

a) Customers are responsible for the installation, maintenance, and testing costs of their devices.
b) Penalties and enforcement actions for noncompliance with the Cross-Connection Control Program shall be determined and administered by the City's Code Enforcement process, in coordination with the Utility and consistent with Article X.
c) Violations of the Cross-connection Control Program shall be subject to penalties as established in the Utilities Fee Resolution.

Sec. 17-5-7. Metering and Service Request Fees.

a) Customers may submit a written request for a water meter accuracy test to the Billing and Collections Division, pursuant to Sec. 17-4-6, and as provided in the Utilities Fee Resolution.
b) Fees for meter accuracy testing, physical meter read verification, meter turn-on/shutoff, and site visits shall be set by the Utilities Fee Resolution.

Sec. 17-5-8. Hydrant Meter and Temporary Equipment Fees.

a) Customers must submit a formal request to the City's Billing and Collections Division (see Sec. 17-4-8).
b) Upon approval, applicable administrative fees, deposits, and other charges shall be established in the Utilities Fee Resolution.

Sec. 17-5-9. Billing and Collection Fees and Penalties.

a) Administrative fees, delinquency processing fees, reconnection fees, interest on past due accounts, and reset fees shall be as established in Utilities Fee Resolution.
b) Accounts past due sixty (60) days or with unauthorized reconnections shall be subject to lien assessment and monthly interest as provided in the Utilities Fee Resolution.

Sec. 17-5-10. Development and Extension Fees.

a) If utility main or system construction is required, either onsite or offsite, by the developer or property owner of record, all applicable plan review, construction service, resubmittal, testing, and inspection fees shall be established by the Utilities Fee Resolution.
b) Special Assessment Method: For existing developments where utility extensions are required, funding may be accomplished by the Special Assessment method, upon determination of support by petition from at least fifty-one percent (51%) of affected property owners.

Sec. 17-5-11. Economic Development Incentives.

a) The City may, by resolution of the City Council, authorize reduced capacity fees, connection fee waivers, or other utility-related incentives for new or expanding developments that meet defined economic development objectives.
b) Eligibility for such incentives shall be limited to:
    I. Projects that demonstrate substantial economic benefits, such as job creation, tax base expansion, or targeted industry recruitment.
c) Approved incentive packages may include:
    I. Full or partial waiver of water and wastewater system capacity fees;
    II. Deferred payment schedules for connection fees, subject to executed agreements;
    III. Cost-sharing of public infrastructure extensions;
    IV. Priority review and permitting of utility plans.
d) The City Manager, or designee, shall evaluate applications and present a written recommendation to the City Council, identifying the projected economic impact and proposed utility fee modifications.
e) Any approved incentive shall be memorialized in a written agreement between the City and the applicant, which shall include:
    I. A description of the qualifying development and its public benefit;
    II. Fee adjustments or deferrals granted;
    III. Conditions of performance or clawback provisions;
    IV. A schedule for infrastructure completion and utility connection;
    V. Compliance reporting requirements.
f) The City reserves the right to deny incentives to any project that may jeopardize the financial integrity of the Utility system or does not meet minimum public benefit thresholds.

Sec. 17-5-12. Conservation and Emergency Violation Penalties.

a) Violations of water use restrictions shall be subject to penalties as established in the Utilities Fee Resolution.

Sec. 17-5-13. Service Tampering and Illegal Connections.

a) Penalties for tampering or unauthorized connections shall be established in the Utilities Fee Resolution and may include service disconnection and recovery of actual costs.

Sec. 17-5-14. Enforcement Cost Recovery.

a) The City may recover actual costs incurred in investigating, enforcing, and remedying violations.

Sec. 17-5-15. Municipal Infractions.

a) Except as otherwise provided in this Chapter, all violations of this Chapter are declared municipal infractions.
b) A repeat violation shall mean that the same person has violated the same provision of this Chapter on any date subsequent to the date of the first violation.
c) Unless another penalty is specifically provided elsewhere in this Chapter penalties for municipal infractions shall be established by the Utilities Fee Resolution.
d) Nothing herein precludes a law enforcement officer from issuing a criminal citation where criminal penalties are authorized.
e) In addition to the penalties provided in this section, any unpaid charges, penalties, or costs imposed under this Article shall constitute a lien on the property and shall be enforced in accordance with Sec. 17-6-7.

ARTICLE VI. BILLING, PAYMENTS, AND COLLECTIONS

Sec. 17-6-1. Billing, Penalties, Delinquencies, and Collections.

a) Bills shall be rendered monthly for all residential and non-residential uses, whether occupied or vacant, situated within the City's service area. Requests for service disconnection or account closure to avoid monthly charges will not be honored. It shall be the responsibility of the property owner of record to provide written notice of the correct and current mailing address for bills and changes thereto.
b) All charges billed, including but not limited to monthly rates for water and wastewater services, shall be due within twenty-one (21) days of the mailing date printed on the bill.
c) Current charges for which full payment has not been received in the billing and collections office by 2:30 p.m. of the due date shall incur a penalty of ten percent (10 percent) of the unpaid charges.
d) The property owner of record may request a waiver of a current penalty once per calendar year by completing and returning the "Waiver of Penalty" form available from the Billing and Collections office. Said waiver is granted to property owners only, can be used to waive current penalties only, is limited to one penalty per calendar year, and the waiver form must be returned prior to the due date printed on the bill on which the penalty appears. However, all charges and penalties remain a lien on the property.

e) Charges for all services shall be billed, collected, and enforced together. When any bill has remained unpaid for forty (40) days, the water service to the premises may be subject to disconnection, subject to notice and any appeal rights under this Chapter.
f) An administrative fee shall be charged for delinquency processing, whether or not service has been disconnected, and must be paid in addition to all outstanding charges. Article V details the fee amount.
g) An additional fee shall be charged for all reconnections of water service after normal working hours and on holidays. Article V details the fee amount.
h) The Property owner of record is entitled to receive a waiver of the administrative fee for delinquency processing once per calendar year by completing and returning the "Waiver of Delinquency Processing Fee" form available from the Billing and Collections office. Said waiver is granted to property owners only and is limited to one administrative fee for delinquency processing per calendar year. After-hours turn-on, illegal connection, and meter reset fees are not eligible for waiver.
i) In the event any charge is sixty (60) days or more past due, or unauthorized reconnection has been made, a lien will be assessed against the property each month that the account remains unpaid. Interest of one percent (1%) per month will accrue on all liened charges. The meter serving the property for which charges are delinquent may be pulled. In the event the meter is pulled, all outstanding charges, including lien interest, plus a meter reset fee (Article V details the fee amount) must be paid in full by the party requesting reconnection prior to meter installation.
j) Liens, delinquency charges, and other enforcement actions related to unpaid balances shall be pursued in accordance with Article X.

Sec. 17-6-2. Review Process for High Consumption Complaints.

a) Customers who receive unusually high bills may request a review by the Utility. As a condition of the review, customers may be required to submit a certified plumber's report verifying there are no leaks or defective fixtures on the property. Adjustments, if any, will be based on meter accuracy and billing policy.

Sec. 17-6-3. Handling Meter Defects, Estimations, Zero Usage.

a) In cases of defective meters or inaccessible readings, the Utility may issue an estimated bill based on historical average consumption. Once accurate readings resume, any overcharges or undercharges will be reconciled in the subsequent billing cycle.
b) Where high bill discrepancies are reported, the customer may be required to submit certification from a licensed plumber confirming that no leaks or interior plumbing defects exist, as referenced in Sec. 17-6-2.
c) If a meter consistently reports zero consumption at an occupied property, the Utility shall inspect the meter and service line to determine whether a meter malfunction or service issue exists. If no defect is found and the property is confirmed as vacant, estimated billing may be resumed.
d) After six (6) consecutive months of zero usage at an occupied property, the Utility shall initiate a field inspection to verify service status and meter condition. If the inspection reveals a leak, tampering, or other condition requiring corrective work, the property owner shall be responsible

for all costs associated with repairs, replacements, or corrective actions identified during the inspection.

Sec. 17-6-4. Dispute Resolution and Appeals.

a) Customers may submit billing or service complaints for review.
b) Appeals must be submitted in writing within thirty (30) days of the disputed billing date.
c) Final resolution shall be determined by the Utility Advisory Board.

Sec. 17-6-5. Delinquency Processing and Service Shut-offs.

a) Accounts unpaid beyond thirty (30) days may be deemed delinquent.
b) Written notice of shutoff shall be provided prior to service shutoff.
c) Customers may request participation in an installment payment program (Sec. 17-6-6) only prior to service shutoff. Once service has been terminated, no payment plan shall be available, and full payment of all charges, fees, and penalties shall be required before service reinstatement.
d) Any failure to comply with delinquency payment agreements may result in enforcement under Article X, including lien placement or service suspension.

Sec. 17-6-6. Connection Fee Installment Payment Program.

a) For large connection charges, customers may apply for an installment payment program.
b) The maximum term for installment payments shall be five (5) years, and interest shall be set annually by the Utilities Fee Resolution. By default it shall equal the City's current tax-exempt borrowing rate plus one percent (1%), with a minimum floor of three percent (3%) and maximum of seven percent (7%).
c) Failure to comply with the agreement may result in full balance due and disconnection.
d) The City Council may authorize an installment payment schedule by resolution, requiring an initial partial payment and the remaining balance with interest over no more than five (5) years.
e) Applicants must submit a formal application to the City Manager including:
    I. Applicant name and address.
    II. Full legal description and parcel ID(s).
    III. Proof of ownership.
    IV. Current financial statement.
f) If approved, the City Manager shall execute a Connection Fee Installment Payment Agreement for each qualifying development. The Installment Payment Agreement shall be recorded in the Official Records of the Clerk of Courts of Charlotte County, Florida at no cost to the City and any installment payment agreement shall be recorded as a lien on the property service and shall bind all successors in ownership.
g) Each agreement must:
    I. Identify the property legally.
    II. State the full fee amount, the amount to be paid in installments, the schedule, and consequences of breach.
    III. Prohibit separation of rights from the property.
    IV. Establish a lien on the property for unpaid fees.

V. Allow foreclosure or legal action in the event of default, with recovery of costs and attorney's fees.

h) All installment fees shall be treated as a lien until paid in full. This lien process and interest terms shall apply only to fees covered by the Installment Payment Agreement and shall not be subject to the general 1% per month penalty under Sec. 17-6-7.
i) The property owner of record must pay principal and interest according to the agreement.
j) If the property owner or record defaults or no longer qualifies, the full unpaid balance becomes due immediately.

Sec. 17-6-7. Lien Process for Nonpayment.

a) The City may place a lien on any property for unpaid utility charges, fees, penalties, or costs assessed under this Chapter, including but not limited to monthly water and wastewater service bills, connection fees, reconnection fees, delinquency processing fees, tampering penalties, and other charges. Liens may be applied when balances remain outstanding more than sixty (60) days beyond the billing date, unless the property is subject to an active installment agreement approved by the City.
b) Interest shall accrue at one percent (1%) per month on delinquent balances subject to lien.
c) Upon notice of pending property transfer or sale, the Utility shall issue a final bill for all accrued charges. The City shall not release or transfer the account until such bill is paid in full or otherwise satisfied. Title companies shall be responsible for collecting and remitting the final balance at closing.
d) Liens shall be enforced in accordance with Florida law and remain in effect until satisfied or released by the City.

ARTICLE VII. WATER CONSERVATION

Sec. 17-7-1. Installation Requirements.

a) All new developments, including residential, commercial, and mixed-use properties, shall incorporate water-efficient plumbing fixtures and landscape irrigation systems.
b) New construction and substantial renovations shall implement principles of Florida-Friendly Landscaping, as required in Chapter 26 of the City's Code.
c) Florida-Friendly Landscaping elements include appropriate turf selection, use of drought-tolerant plantings, soil amendments, mulching, and efficient irrigation practices.
d) Irrigation systems shall be designed to minimize water loss and ensure efficient coverage. The Utility may require submission of detailed irrigation system plans for review and approval prior to installation.
e) All irrigation systems must comply with Florida Statutes § 373.62, including the installation and maintenance of an operational automatic rain sensor device or switch that overrides the system during rainfall.

f) Any person who owns or operates an automatic landscape sprinkler or irrigation system shall always maintain the rain sensor in functional condition. Failure to maintain the device shall be considered a violation of this section.
g) All water systems shall be installed in accordance with the Florida Building Code and local Utility standards, including proper zoning of landscape types, pressure regulation, and use of efficient emitters (e.g., rotors, drip lines, micro-sprays).
h) The Utility may conduct inspections of newly installed or modified irrigation systems for compliance with this section and may require correction of any deficiencies prior to activating water service.

Sec. 17-7-2. Year-Round Irrigation Restrictions.

a) Lawn watering is limited to no more than twice per week
b) Irrigation is prohibited between the hours of 10:00 a.m. and 4:00 p.m. daily, per F.A.C., 40D-22.201(3).
c) Overwatering, runoff, and irrigation system malfunctions must be corrected promptly.
d) Any temporary or emergency water use restrictions imposed by the District or City Council under this Article, beyond the year-round standards herein, shall be published once a week for two consecutive weeks in a newspaper of general circulation prior to enforcement, unless otherwise waived during declared emergencies.
e) New lawns may be irrigated on any day for the first 30 days following installation.
f) Fountains, car washing, pressure washing, and hand-watering of non-lawn vegetation are not restricted, provided a shutoff nozzle is used.

Sec. 17-7-3. Seasonal Restrictions.

a) During defined high-demand periods, such as December 1 through June 1, the Utility may impose additional watering restrictions to reduce system stress.
b) The City may align seasonal restrictions with those imposed by SWFWMD or establish more stringent requirements based on local conditions.
c) In addition to seasonal triggers, restrictions shall automatically take effect whenever the Lower Shell Creek Minimum Flow and Level (MFL) Block 1 status persists for ten (10) consecutive days. Refer to Sec. 17-8-5(b) for more detail on Block 1.
d) Restrictions imposed under subsection (c) shall remain in effect until MFL Block 1 conditions have ceased for thirty (30) consecutive days.
e) Seasonal restrictions may include:
    I. Reduced watering frequency. The following schedule shall apply based on the last digit of the property address:

Last Digit of Address	Watering Day	Permitted Time
0 or 1	Monday	Before 10 a.m. or after 4 p.m.
2 or 3	Tuesday	Before 10 a.m. or after 4 p.m.
4 or 5	Wednesday	Before 10 a.m. or after 4 p.m.

Last Digit of Address	Watering Day	Permitted Time
6 or 7	Thursday	Before 10 a.m. or after 4 p.m.
8 or 9	Friday	Before 10 a.m. or after 4 p.m.
Letters or No Number	Saturday	Before 10 a.m. or after 4 p.m.

I. Shorter irrigation windows (e.g., before 8 a.m. only),
II. Prohibitions on new turf installation or filling new pools, and
III. Suspension of hydrant flushing or other non-essential uses.

f) The City shall publish seasonal restriction notices at least 14 days prior to implementation.
g) Violations of seasonal restrictions may be enforced under Article X, with corresponding penalty amounts listed in Article V.

ARTICLE VIII. WATER EMERGENCIES AND SHORTAGES

Sec. 17-8-1. Emergency Triggers.

a) The City may declare a water emergency when conditions threaten public health, safety, or the integrity of the water and wastewater systems. Such conditions include, but are not limited to:
   I. Drought or prolonged dry weather patterns;
   II. Mechanical or electrical failure of water system infrastructure;
   III. Source water contamination;
   IV. Inability to meet demand due to supply limitations or infrastructure constraints;
   V. The Utility has been in Block 1 of the MFL for ten (10) consecutive days, which shall constitute a Phase III or IV emergency under Sec. 17-8-2.
b) The discharge or proposed discharge of any water or waste into the wastewater system containing prohibited or restricted substances, as defined in these regulations, which in the sole judgment of the Utility may:
   I. Damage or impede wastewater facilities or treatment processes;
   II. Endanger public health or safety; or
   III. Constitute a public nuisance.
c) Upon determination that a discharge meets any of the conditions described in subsection (b), the Utility may initiate immediate remedial action. This may include, but is not limited to:
   I. Temporary or permanent suspension of service;
   II. Issuance of a cease-and-desist order;
   III. Emergency isolation of the affected connection; or
   IV. Referral for legal enforcement and fees (water emergency violation penalties) under Articles X and V, respectively.

Sec. 17-8-2. Shortage Phases.

a) The City shall define and publish phased responses to water shortages, including mandatory conservation.
b) The City recognizes the following phased water shortage classifications, consistent with Chapter 40D-21, Florida Administrative Code and relevant SWFWMD Orders:
    I. Phase I – Moderate Shortage (Yellow). Declared when one or more of the following conditions exist:
        i. The total rainfall of June, July, and August is fifty percent (50%) or less than the rainfall for the average of the previous five (5) years.
        ii. A no flow condition exists over the Hendrickson Dam.
        iii. The reservoir level is at its lowest and/or there will be a drastic reduction from its normal rainfall slopes in comparison with the ten (10) previous years.
        iv. Average daily demands are thirty percent (30%) above the average daily demand for the same thirty (30) day period of the preceding year.
    II. Phase II – Severe Shortage (Orange): Declared when one or more of the following conditions exist:
        i. The total rainfall of June, July, August and September is fifty percent (50%) or less than the rainfall for the average of the previous five (5) years.
        ii. A no flow condition exists over the Hendrickson Dam for more than ten (10) consecutive days.
        iii. The reservoir level is at least 0.2 feet below the top of the Hendrickson Dam with a useful storage of less than two hundred seventy-three million (273,000,000) gallons of water remaining in the reservoir.
        iv. Surrounding areas (counties, cities, etc.) enter a Phase III water shortage.
    III. Phase III – Extreme Shortage (Red): Declared when one or more of the following conditions exist:
        i. An extreme drought is declared by SWFWMD.
        ii. Records indicate the total rainfall for October, November, December, January and February is ten percent (10%) or less than the rainfall for the average of the previous five (5) years.
        iii. The reservoir level is at least 0.4 feet below the top of the Hendrickson Dam with a useful storage of less than two hundred seven million nine hundred thousand (207,900,000) gallons of water remaining in the reservoir.
        iv. The projected thirty (30) day demand exceeds useful storage of the reservoir, i.e. two hundred seven million nine hundred thousand (207,900,000) gallons of useful storage.
    IV. Phase IV – Catastrophic Shortage (Black): Declared when:
        i. There is toxic contamination to the City's water supply.
        ii. Terrorism disrupts the main water supply.
        iii. Serious water quality degradation is caused by flooding, hurricane, saltwater intrusion, etc.

iv. Major transmission line disruption and/or treatment plant failure which reduces delivery capacity to less than fifty percent (50%) of the designed capacity for at least forty-eight (48) hours.

c) Compliance with SWFWMD Orders and 40D-21, F.A.C. is mandatory. During declared shortages, City Council may enact further restrictions as needed.

Sec. 17-8-3. Temporary Service Suspensions.

a) During declared water emergencies, the City reserves the right to temporarily suspend non-essential water services.
b) Where feasible, the City shall provide advance public notice of such suspensions. However, immediate action may be taken without notice when necessary to protect public health or preserve critical infrastructure.

Sec. 17-8-4. Water Use Permit and Minimum Flow Compliance.

a) The City's raw water withdrawals from the Shell Creek Reservoir are regulated by SWFWMD under a WUP and are subject to the MFL restrictions established for Lower Shell Creek as outlined in the WUP.
b) The City's WUP limits water withdrawals from the Shell Creek Reservoir based on monthly and seasonal flow conditions in Shell Creek, defined in three blocks:
    I. Block 1 (0–56 cfs): Maximum allowable withdrawals are between 3.40 and 4.42 million gallons per day (mgd), depending on month.
    II. Block 2 (>56–137 cfs): Up to 23 percent of inflow, not to exceed 11.73 mgd.
    III. Block 3 (>137 cfs): Subject to WUP maximums.
c) These restrictions apply during both normal operations and declared shortages. They shall guide:
    I. Temporary service suspensions under Sec. 17-8-4,
    II. Service availability determinations under Sec. 17-2-2, and
    III. Capacity reservation and developer extension policies under Sec. 17-9-2 and 17-9-6.
d) When MFL-based restrictions limit withdrawal capacity, the City may enact conservation measures, restrict new connections, or reprioritize available capacity.
e) The Peace River Manasota Regional Water Supply Authority may provide emergency supply, but its availability is not guaranteed and shall not be considered part of base allocation for system planning.

ARTICLE IX. UTILITY SYSTEM EXTENSIONS AND DEVELOPER OBLIGATIONS

Sec. 17-9-1. Onsite/Offsite Infrastructure Standards.

a) Developers shall design, size, and construct water and wastewater facilities in accordance with City Utility standards and specifications.

b) All materials and installation methods shall comply with current FDEP criteria, City construction details, and relevant codes.
c) Utility plans must be approved prior to commencement of construction. No deviation shall be made without written City authorization.

Sec. 17-9-2. Utility Extension Triggers and Capacity.

a) Extensions of City Utility infrastructure may be triggered by land development, annexation, or Utility availability policies.
b) The City may require Utility system analysis or hydraulic modeling of the water distribution and wastewater collection systems to ensure adequate capacity exists or to identify needed offsite improvements.
c) The City may deny or condition Utility extensions if capacity constraints, pressure deficiencies, or flow limitations exist.
d) Capacity evaluations for new developments or extensions shall incorporate seasonal withdrawal limitations and MFL restrictions under the City's WUP. The City may require modeling to verify that sufficient capacity exists during worst-case conditions. The availability from the Peace River Manasota Regional Water Supply Authority shall not be used as justification for approval unless a formal allocation agreement exists.

Sec. 17-9-3. Performance Guarantees and Bonds.

a) Developers must provide financial assurance, such as a performance bond or irrevocable letter of credit, covering one hundred and thirty (130) percent of estimated Utility construction costs.
b) Bonds shall remain in effect until infrastructure is completed, inspected, and accepted by the City.
c) The City shall assume maintenance of infrastructure only after a minimum warranty period of one (1) year following final acceptance. During the warranty period, the developer shall remain responsible for repairs of defects due to materials or workmanship at no cost to the City. Performance bonds or other acceptable security shall be required only for major distribution mains, or as determined by the Utility Director based on project size or complexity. For lesser infrastructure such as standard residential service lines, the Utility Director may waive the bond requirement
d) If a developer fails to complete required utility infrastructure within the permitted time frame, the City may draw on the posted performance bond to complete the work, suspend or revoke development approvals, refuse to issue certificates or occupancy, or pursue legal remedies including lien filings for recovery of costs.

Sec. 17-9-4. Conveyance of Easements and Rights-of-Way.

a) Utility infrastructure shall be located within dedicated public easements or rights-of-way. Private Utility lines will not be accepted for City ownership.
b) No obstruction, structure, or landscaping may be placed within a Utility easement without City approval.
c) The City shall not be liable for damage to non-approved structures located within Utility easements.

Sec. 17-9-5. Inspection and Acceptance.

a) All Utility installations shall be subject to City inspection during construction and testing.
b) Developers shall schedule required inspections in advance and submit test results verifying compliance.
c) Final acceptance shall occur only after submittal of as-built drawings, payment of fees, and correction of deficiencies.

Sec. 17-9-6. System Capacity Reservation for Development.

a) The City may enter into capacity reservation agreements with developers to hold system capacity for future use.
b) Such agreements must define the service area, capacity allocated, term of reservation, and payment schedule.
c) Reserved capacity may expire if the project does not proceed within the agreed timeline.
d) The Utility may offer incentive credits or cost-sharing for oversized mains or facilities when the oversizing provides demonstrable capacity benefit to the system. Terms will be set by resolution and at the discretion of the Utilities Department Engineering staff.

Sec. 17-9-7. Plan Review.

a) The following are established for Utility plan review and inspection and are required as a condition of service approval:
    I. No Utility Construction Required: Where Utility service is available and no offsite or onsite Utility construction is required by the Utility, there is no Utility review or inspection fee charged. All work is performed by a licensed plumber under the authority of the Building Official.
    II. Utility Construction Required: If utility main or system construction is required, either onsite or offsite, by the developer or property owner, the following shall apply:
        i. Plan review
        ii. Construction service
    II. Refer to Article V for fees related to the items listed in subsection (a) and the following items: Re-submittals, Hydraulic Model Evaluations (if required), Fire Hydrant Flow Test, Septic Application Review (Health Department Referrals, Re-inspections.
b) New developments may propose alternative (non-potable) irrigation water supplies. All such alternatives must be submitted for review and approval by the Utility and must demonstrate adequate backflow protection, compliance with state and regional water management regulations, and long-term feasibility.

Sec. 17-9-8. Connection Responsibilities and Special Assessment Funding.

a) New development or existing development located within the City Utility Service Area shall connect to the public potable water and/or wastewater system when service is deemed available under this Chapter.
b) Developers of new development shall be responsible for all costs associated with the design and construction of any line extensions or offsite infrastructure necessary to establish service.

c) For existing developed properties without access to central utility services, the Utility may extend service using the Special Assessment method, subject to demonstration of support by a petition signed by at least fifty-one percent (51%) of the affected property owners.
d) All infrastructure constructed under this section shall comply with Article IX standards and be subject to City acceptance prior to activation

Sec. 17-9-9. Pre-Annexation and Utility Service Agreements.

a) The City may enter into pre-annexation utility agreements with property owners located outside the municipal limits, but within or near the Utility's designated service area, who are seeking water and wastewater utility services and are anticipated to be annexed into the City in the future.
b) Provision of water or wastewater service to properties outside the Utility's service area may be conditioned upon the execution of a pre-annexation agreement that includes, but is not limited to:
    I. A binding commitment to annex when eligible and legally permissible.
    II. A waiver of objection to future annexation proceedings.
    III. Agreement to pay applicable outside-city rates and fees.
    IV. Dedication or easement of required utility infrastructure.
c) Annexation agreements may also include:
    I. Phased utility construction obligations.
    II. Rights-of-way conveyance terms.
    III. Utility infrastructure design and review procedures.
    IV. Payment schedules for fees or cost participation.
d) All pre-annexation or utility service agreements must be approved by the City Council and recorded in the official public records of Charlotte County. Agreements shall run with the land and bind successors in title (i.e., remain effective regardless of property ownership changes).
e) Failure to comply with annexation agreement terms may result in:
    I. Denial of new connections or expansions;
    II. Enforcement under Article X;
    III. Disconnection of service;
    IV. Legal action for specific performance to compel compliance.

Sec. 17-9-10. Capacity Monitoring and Expansion Triggers.

a) In order for the City to maintain adequate treatment capacity for current and future Utility customers, water supply, water treatment, and wastewater treatment capabilities shall be monitored.
b) Water Supply Availability:
    I. The City's effective water supply is determined by restrictions imposed under the City's WUP and MFL requirements for Lower Shell Creek.
    II. If annual average withdrawals exceed seventy-five percent (75%) of the annual allocation established under the WUP, or are projected to do so within the next five (5) years, the City shall initiate engineering design and permit application processes for water supply

system expansion. For purposes of this subsection, "annual average" shall be defined as the twelve-month rolling average of daily withdrawals.

c) Water Treatment Capacity:
   I. When the maximum day finished water production exceeds seventy-five percent (75%) of the permitted capacity, the City shall submit a capacity analysis report as required by F.A.C. Rule 62-555.348.
   II. If a report indicates that the maximum day demand will exceed permitted capacity in less than five (5) years, the City shall submit documentation to FDEP demonstrating timely design, permitting, and construction of necessary treatment facility expansions.
   III. The City may initiate facility planning earlier or consider limitations imposed by the City's WUP and/or MFLs, which may restrict available capacity for treatment.
d) Wastewater Treatment Capacity.
   I. When the three-month average daily flow exceeds seventy-five percent (75%) of the permitted capacity, the City shall initiate planning and submit a capacity analysis report under F.A.C. Rule 62-600.405(3–4).
   II. When the average annual flow is projected to reach ninety percent (90%) of the existing treatment capacity within the next 5 years, the City shall initiate engineering design and permit application processes for system expansion.
   III. The City may initiate facility planning earlier depending on other factors and considerations.
e) These thresholds serve as the official basis for initiating capital improvements necessary to maintain regulatory compliance and service availability.

ARTICLE X. COMPLIANCE, REPORTING, AND ENFORCEMENT

Sec. 17-10-1. Applicability of Enforcement Provisions.

a) The enforcement procedures and penalties established in this Article apply to all violations of this Chapter, including but not limited to:
   I. Prohibited discharges and pretreatment violations (Article III),
   II. Unauthorized water use or tampering with utility infrastructure (Articles II and IV),
   III. Noncompliance with service conditions or permit terms (Articles II and III),
   IV. Violations of water conservation and irrigation restrictions (Article VII), and
   V. Violations of emergency water use restrictions or drought response measures (Article VIII).
b) Violations may be enforced through written warnings, administrative citations, service disconnection, fines, legal action, or other remedies authorized under this Code or state law.

Sec. 17-10-2. Enforcement Actions and Legal Remedies.

a) The City may initiate enforcement action for violations of this ordinance, Utility rules, permit conditions, or discharge prohibitions. Available remedies include:
   I. Issuance of notices of violation or written warnings.
   II. Administrative orders to correct violations.
   III. Cease and desist orders requiring immediate termination of discharge or activity.
   IV. Suspension or revocation of service or permits.
   V. Civil fines and penalties in accordance with City Code, including referral to the Code Enforcement Board under Chapter 9A of the City's Code or Ordinances, or as otherwise authorized by state law.
   VI. Referral for criminal prosecution, where applicable.

b) The City will seek reimbursement for all costs associated with investigation, enforcement, cleanup, or damages.

c) Unpaid utility service charges, fees, penalties, and costs of enforcement shall constitute a lien upon the real property served, in accordance with Chapter 159, Florida Statutes. Such lien shall run with the land and shall not be extinguished by sale, transfer, foreclosure, or change of ownership.

Sec. 17-10-3. Appeals and Hearing Process.

a) Any user aggrieved by an enforcement action may appeal in writing to the Director within ten (10) business days of receiving notice.

b) The Utility Advisory Board shall conduct a hearing and issue a written recommendation within thirty (30) days.

c) Appeals involving enforcement actions related to Code violations may also be referred to the Code Enforcement Board pursuant to Chapter 9A of the City Code of Ordinances, or as otherwise authorized by state law.

Sec. 17-10-4. Severance of Services.

a) The City may disconnect Utility services to any user for violations of this ordinance, tampering, non-payment, or imminent threat to health and safety.

b) Service shall be restored only after resolution of the violation and payment of applicable fees.

Sec. 17-10-5. Damage Waiver and Liability Limitations.

a) No person shall be entitled to damages for any stoppage, interruption, or insufficiency of water or wastewater service caused by repairs, maintenance, system failure, force majeure, or other causes beyond the City's control.

b) The City shall not be responsible for damages resulting from reconnection, meter installation, or water pressure variation.

c) It is the customer's responsibility to install adequate backflow, surge, and pressure control devices to protect private systems.

Sec. 17-10-6. Search Warrants.

a) If entry is denied to Utility personnel for inspection purposes under this ordinance, the Utility may apply to the appropriate court for an administrative search warrant in accordance with Florida law.
b) The warrant shall authorize entry during reasonable hours or in emergencies.
c) Costs, fees, and attorney's fees incurred by the City in obtaining or executing a search warrant for utility system inspection or enforcement shall be billed to the property owner and shall constitute a lien on the property until paid.

Sec. 17-10-7. Change of Use Notification.

a) Property owners must notify the Utility in writing of any intended change of use (e.g., from residential to commercial).
b) The Utility may require submission of a revised application, capacity fee reassessment, and plan review.
c) Failure to report changes may result in billing adjustments, penalties, or service interruption.

Sec. 17-10-8. Locate 811 Requirement.

a) Any excavation or digging within public or Utility easements must comply with the Underground Facility Damage Prevention and Safety Act (Florida Statutes Chapter 556) and the 811 "Call Before You Dig" requirements.
b) Notification must be made at least two full business days prior to excavation.
c) Failure to notify and obtain locates prior to excavation may result in enforcement action and liability for any damages caused.

Sec. 17-10-9. Industrial Pretreatment User Requirements.

a) This section applies to all industrial or significant users subject to national, state, or local pretreatment standards who discharge wastewater into the City's sanitary sewer system.
b) Users shall comply with all sampling, monitoring, and reporting requirements. Monitoring reports, compliance certifications, and discharge sampling data shall be submitted to the City Utility Department. Where required, users shall also submit reports to FDEP or EPA pursuant to 40 CFR Part 403 (National Pretreatment Program).
c) Users must retain records of monitoring data, equipment calibration, maintenance logs, and inspection results for a minimum of three (3) years. These records must be made available to the City upon request.
d) Users must immediately report to the City any accidental, hazardous, or unpermitted discharges. Failure to notify may result in penalties, cost recovery for damages, or permit suspension.
e) The Utility shall have the right to enter any premises during business hours, or at any time during an emergency, for the purpose of inspection, sampling, or testing. Obstruction of access may be grounds for enforcement action.
f) Knowingly submitting false data or tampering with samples is a violation of this ordinance and may result in permit revocation, civil penalties, or criminal prosecution.

g) The Utility may publicly post or publish the names of users in significant noncompliance in accordance with federal or state pretreatment program rules. This includes violations of discharge limits, failure to report, or repeat enforcement actions.

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

ORDINANCES / RESOLUTIONS(No Public Hearing Required)

Title:	A resolution of the City Council of the City of Punta Gorda, Florida, establishing the schedule of regular City Council meetings for 2026.
Funds:	Not applicable.
Recommended Action:	City Council adoption of the resolution or direction for date revisions.
Summary:	The City Charter, as amended on November 8, 2016, states City Council will hold 22 meetings per year with at least one meeting being held per month. Proposed is a schedule of 22 regular City Council meetings for 2026. Once dates are approved, they will be advertised in the local newspaper.
Department/Division:	City Clerk

EXHIBITS:

1. *Meeting Dates Resolution

CITY OF PUNTA GORDA, FLORIDA
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PUNTA GORDA, FLORIDA, ESTABLISHING THE SCHEDULE OF REGULAR CITY COUNCIL MEETINGS FOR 2026.

WHEREAS, the City Council of the City of Punta Gorda, Florida generally holds twice monthly regularly scheduled council meetings on the first and third Wednesdays of each month; and

WHEREAS, the City's Charter requires the City Council to meet not less frequently then twenty-two times per year and not less than once per month; and

WHEREAS, City Council desires to change the dates of its regularly scheduled meetings in certain months.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PUNTA GORDA, FLORIDA, DOES HEREBY RESOLVE:

1. The 2026 City Council Regular Meeting schedule is as follows:

January 14 and 28	July 1 and 8
February 11 and 25	August 26
March 11 and 25	September 9 and 23
April 8 and 22	October 14 and 28
May 6 and 20	November 12 and 18
June 3 and 17	December 2

ADOPTED in regular session of the City Council of the City of Punta Gorda, Florida, this 19th day of November 2025.

CITY OF PUNTA GORDA, FLORIDA

_____
Mayor

ATTEST:

_____
Sara Welch, City Clerk

APPROVED AS TO FORM:

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

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

ORDINANCES / RESOLUTIONS(No Public Hearing Required)

Title:

A resolution of the City Council of the City of Punta Gorda, Florida, reaffirming Resolution 1132-95 and formally adopting its Rules of Conduct; and providing an effective date.

Funds: Not applicable.

Recommended Action: City Council move approval of the resolution if the current rules of conduct are to continue.

Summary: On January 16, 2019, City Council adopted Resolution 3400-19 reaffirming its previous resolution and adopting its stated rules of conduct and expressed a desire to adopt a similar resolution each year thereafter.

Department/Division: City Clerk

EXHIBITS:

1. Rules of Conduct Resolution

CITY OF PUNTA GORDA, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PUNTA GORDA, FLORIDA, REAFFIRMING RESOLUTION 1132-95 AND FORMALLY ADOPTING ITS RULES OF CONDUCT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 20, 1995, the City Council of the City of Punta Gorda adopted Resolution 1132-95 resolving to work together as a team, bound together by shared goals, to disagree as citizens of good will may on occasion, to act in concerted effort to stop rumors and innuendoes reflecting negatively on the City or its personnel, to put aside personal agendas and ambitions for the good of the City, and in general, to conduct the business of the City in such a way as to reflect positively on the image of the community; and

WHEREAS, on June 5, 1996, the City Council adopted by motion a set of Rules of Conduct for Council meetings as follows:

1) Respect each person.
2) Share responsibility.
3) Criticize only ideas, not people.
4) Keep an open mind.
5) Question and participate.
6) Attend all meetings.
7) Listen constructively; and

WHEREAS, on January 16, 2019, City Council adopted Resolution 3400-19 reaffirming its previous resolution and adopting its stated rules of conduct and expressed a desire to adopt a similar resolution each year from that point forward.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Punta Gorda, Florida:

1. The principles set forth in Resolution 1132-95 as stated above are hereby reaffirmed.

2. The Rules of Conduct set forth herein are formally adopted.

3. The Rules of Conduct shall at all times be displayed in the Council meeting room.

4. This resolution shall take effect immediately upon its adoption.

ADOPTED in regular session of the City Council of the City of Punta Gorda, Florida, this 19th day of November 2025.

CITY OF PUNTA GORDA, FLORIDA

_____
Mayor

ATTEST:

_____
SARA WELCH, City Clerk

APPROVED AS TO FORM:

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

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

ORDINANCES / RESOLUTIONS(No Public Hearing Required)

Title:

A resolution of the City Council of the City of Punta Gorda, Florida, reaffirming its policy with regard to taking action on non-agenda items; providing for consideration of non-agenda items only after approval by a majority plus one of a quorum of Council and to do so only for stated reasons; and providing an effective date.

Funds: Not applicable.

Recommended Action: City Council move approval of the resolution if the current policy is to continue.

Summary: At its February 6, 2019, meeting, City Council adopted Resolution 3406-19 reaffirming its policy with regard to taking action on non-agenda items, at which time a desire was expressed to make such a reaffirmation each year thereafter. The intention of limiting action on non-agenda items has been to ensure the public receives notice and an opportunity to comment before City Council takes action.

Department/Division: City Clerk

EXHIBITS:

1. Action on Non-agenda Items Resolution

CITY OF PUNTA GORDA, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PUNTA GORDA, FLORIDA, REAFFIRMING ITS POLICY WITH REGARD TO TAKING ACTION ON NON-AGENDA ITEMS; PROVIDING FOR CONSIDERATION OF NON-AGENDA ITEMS ONLY AFTER APPROVAL BY A MAJORITY PLUS ONE OF A QUORUM OF COUNCIL AND TO DO SO ONLY FOR STATED REASONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council desires to allow and encourage meaningful discussion and participation by members of the public during City Council meetings; and

WHEREAS, on June 3, 1998, the City Council of the City of Punta Gorda, Florida approved Resolution 2074-98 declaring its policy regarding action on non-agenda items; and

WHEREAS, on February 6, 2019, City Council adopted Resolution 3406-19 reaffirming its policy with regard to taking action on non-agenda items, at which time a desire was expressed to make such a reaffirmation each year thereafter.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PUNTA GORDA, FLORIDA, DOES HEREBY RESOLVE:

1. The City Council hereby reaffirms as its policy that, except as provided in Section 2 below, no action will be taken by the Council on any matter that is not contained on the City Council's published agenda for a regular council meeting.

2. The City Council may take action, at any regular Council meeting on an item that is not contained in the published agenda for the meeting, only if (a) the item is deemed an emergency matter or (b) it is related to an agenda item and should properly be considered at the same time. An item meeting the criteria of (a) or (b) of this section may be added to the published agenda for the meeting only after approval by a majority plus one of a quorum of the Council to add the item to the agenda.

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, this 19th day of November 2025.

CITY OF PUNTA GORDA, FLORIDA

_____
Mayor

ATTEST:

_____
SARA WELCH, City Clerk

APPROVED AS TO FORM:

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

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

ORDINANCES / RESOLUTIONS(No Public Hearing Required)

Title:	A resolution of the City Council of the City of Punta Gorda, Florida, formally adopting Rules of Procedure for City Council and its boards and committees; providing for severability; and providing an effective date.
Funds:	Not applicable.
Recommended Action:	Approval of the resolution adopting the Rules of Procedure.
Summary:	The proposed Rules of Procedure were drafted based on City Council's feedback over several meetings. This document will serve to ensure all parties understand the various processes related to City Council meetings and agendas, as well as procedures for the boards established by City Council. This document may be amended by adoption of a resolution as needed.
Department/Division:	City Clerk

EXHIBITS:

1. Draft City Council Rules of Procedure
2. City Council Rules of Procedure Resolution

CITY OF PUNTA GORDA

CITY COUNCIL

RULES OF PROCEDURE

D R A F T

Version 7, dated October 23, 2025: Incorporates approved changes from October 22, 2025, City Council meeting.

Version 6, dated October 2, 2025: Incorporates approved changes from July 9, 2025, City Council meeting.

Version 5, dated May 20, 2025: Incorporates approved changes from May 7, 2025, City Council meeting.

Version 4, dated April 2, 2025: Incorporates approved changes to Rule 39.3 regarding public input procedures from January 9, 2025 City Council meeting.

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

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

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INTRODUCTION

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

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

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

SECTION I – GENERAL PROVISIONS

RULE 1: CONSTRUCTION AND SUSPENSION OF RULES

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

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

RULE 2: PUBLIC MEETINGS

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

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

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

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

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

RULE 3: REGULAR CITY COUNCIL MEETINGS

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

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

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

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

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

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

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

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

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

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

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

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

RULE 4: SPECIAL CITY COUNCIL MEETINGS

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

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

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

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

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

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

RULE 5: EMERGENCY CITY COUNCIL MEETINGS

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

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

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

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

5.3 Emergency meetings may be scheduled on days or evenings.

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

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

RULE 6: REORGANIZATION MEETING

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

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

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

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

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

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

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

RULE 7: CITY COUNCIL WORKSHOPS

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

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

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

7.2 No formal action shall occur at workshops.

7.3 Two workshops shall be held annually for residents to provide feedback to and ask questions of City Council.

RULE 8: PRESIDING OFFICER

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

8.2 The presiding officer conducts the meetings in a fashion that draws a balance between the informality and congeniality possible in a small community while ensuring business is conducted in an orderly fashion as prescribed in Meeting Procedures (see SECTION III - MEETING PROCEDURES).

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

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

RULE 9: MAYOR

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

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

RULE 10: VICE-MAYOR

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

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

RULE 11: REQUIRED ATTENDANCE OF OFFICIALS AND STAFF

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

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

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

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

11.2 For emergency meetings, required attendees are:

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

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

11.3 For workshops, required attendees are:

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

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

RULE 12: SERGEANT-AT-ARMS

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

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

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

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

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

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

RULE 14: COMMUNICATIONS/PRESS CONFERENCES

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

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

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

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

RULE 15: CITY COUNCIL MAIL

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

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

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

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

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

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

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

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

RULE 16: SERVICE OF PROCESS

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

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

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

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

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

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

RULE 17: ORDINANCES

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

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

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

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

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

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

RULE 18: RESOLUTIONS

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

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

18.3 All resolutions shall be reduced to writing.

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

RULE 19: MORATORIUM

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

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

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

RULE 20: PROCLAMATIONS

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

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

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

20.3 Requests for a proclamation must include:

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

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

20.3.3 Background information on the event or organization.

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

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

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

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

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

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

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

20.7.1 The recipient is allotted up to 1 minute to speak upon accepting the proclamation.

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

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

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

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

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

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

RULE 21: KEY TO THE CITY

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

RULE 22: MAYOR'S MEDAL

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

RULE 23: CITY COUNCIL APPOINTMENTS TO SERVICE BOARDS AND COMMITTEES

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

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

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

RULE 24: REQUESTS FOR INFORMATION AND RECORDS

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

24.2 Councilmembers may request records related to topics under consideration by City Council through the City Clerk.

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

SECTION II – AGENDAS

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

RULE 25: PREPARATION OF AGENDA

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

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

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

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

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

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

25.7 Agendas are posted on the City's website.

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

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

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

RULE 26: CITIZEN-INITIATED ITEMS

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

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

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

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

RULE 27: COUNCIL-REQUESTED ITEMS

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

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

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

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

RULE 28: AGENDA MATERIAL

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

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

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

SECTION III - MEETING PROCEDURES

RULE 29: DAIS SEATING ARRANGEMENT

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

29.2 The City Attorney may be seated to the left of the Mayor or seated next to the City Clerk.

29.3 The City Manager may be seated to the right of the Mayor or seated next to the City Clerk.

RULE 30: RULES OF ORDER

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

RULE 31: QUORUM

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

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

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

RULE 32: VOTING

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

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

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

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

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

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

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

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

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

32.4 The passage of any motion, policy or resolution shall require the affirmative vote of at least a majority of the membership of the City Council who are present and eligible to vote. In case of a tie vote on any proposal, further discussion should take place prior to the offering of another motion.

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

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

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

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

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

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

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

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

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

RULE 34: RULES OF DISCUSSION

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

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

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

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

34.5 Discussion may take place before or after a motion has been made.

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

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

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

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

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

RULE 35: ORDER OF BUSINESS OF MEETING

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

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

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

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

RULE 36: INVOCATION

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

RULE 37: AGENDA APPROVAL

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

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

RULE 38: ACTION ON ITEMS NOT INCLUDED ON AGENDA

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

38.1.1 The item is deemed an emergency matter.

38.1.2 The item is related to an agenda item and should properly be considered at the same time, so long as all necessary material is available to Council.

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

RULE 39: PUBLIC INPUT

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

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

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

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

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

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

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

39.3.1 Speakers will refrain from engaging in personal attacks.

39.3.2 Speakers will audibly state their names for the record.

39.3.3 Speakers are allotted 3 minutes apiece during the general public comment periods at the beginning and end of each regular Council meeting, and 3 minutes for public comment after Council discussion on agenda items, unless additional time is provided for by law, regulation, or at the presiding officer's discretion.

39.3.4 Speakers will be allowed one turn during each public comment period.

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

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

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

39.3.6.2 A board may consent to the Chair reporting a citizen's issue to the City Manager, who will inform all Councilmembers.

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

39.5 Any person who willfully interrupts or disturbs any assembly of people meeting for any lawful purpose shall be guilty of a misdemeanor of the second degree and may be arrested by police officers present pursuant to Florida Statute 871.01.

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

RULE 40: PRESENTATIONS

40.1 Presentations scheduled under the Proclamations/Presentations section of the agenda are limited to a maximum of 5 minutes.

40.2 The City Council shall not take final action at the same meeting on items addressed under this section; however, the City Council may take final action if the Council suspends this Rule of Procedure by motion. A presentation made under this section shall not be considered approved unless expressly voted on by the City Council.

RULE 41: PUBLIC HEARINGS

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

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

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

41.4 Legislative public hearings are conducted in the following manner:

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

41.4.2 Staff provides a presentation up to a maximum of 20 minutes, and Councilmembers ask any questions they have of staff.

41.4.3 The applicant, if applicable, provides a presentation up to a maximum of 20 minutes, and Councilmembers ask any questions they have of the applicant.

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

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

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

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

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

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

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

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

RULE 42: CONSENT AGENDA ITEMS

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

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

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

42.3 The Consent Agenda is handled as follows:

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

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

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

RULE 43: DISCUSSION ITEMS

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

43.2 Staff will indicate if action is required.

43.2.1 For an item which would not have a budgetary impact, staff will indicate whether consensus or a motion is required.

43.2.2 For an item which would have a budgetary impact, staff will indicate if a motion is required.

RULE 44: COUNCIL/BOARD MEMBER COMMENTS

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

RULE 45: ADJOURNMENT; RECESS

45.1 The presiding officer will close the meeting by announcing the meeting is adjourned, with or without a rap of the gavel, upon conclusion of the agenda's business.

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

RULE 46: MEETING BREAKS

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

RULE 47: ELECTION OF OFFICERS

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

47.2 Recognition by the chair is not required to make a nomination.

47.3 Nominations do not require a second.

47.4 A member may nominate themselves.

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

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

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

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

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

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

RULE 48: CITY COUNCIL AS SPECIAL ASSESSMENT DISTRICTS

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

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

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

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

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

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

RULE 49: MOTIONS

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

49.2 A motion requires a second prior to discussion.

49.2.1 Without a second, the motion fails. The presiding officer shall announce this result.

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

49.3.1 Only two amendments may be offered at a time.

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

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

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

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

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

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

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

49.7.1 Vice Mayor/Vice Chair;

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

RULE 50: RECONSIDERATION

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

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

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

50.2.2 At a subsequent meeting by any Councilmember.

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

RULE 51: RESCINDING ACTION PREVIOUSLY TAKEN

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

51.2 City Council action may be rescinded by a supermajority vote of Councilmembers present.

SECTION IV – BOARDS AND COMMITTEES

RULE 52: ESTABLISHMENT OF BOARDS/COMMITTEES

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

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

RULE 53: APPOINTMENTS

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

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

53.3 Committee members are appointed via the following process:

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

53.3.2 Vacancies are announced at Council meetings for advertisement.

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

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

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

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

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

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

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

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

RULE 54: REMOVAL FROM BOARD

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

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

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

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

RULE 55: OFFICERS

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

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

55.2.1 The Board Recorder will preside over elections of the Chair according to the following procedure established in Rule 47.

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

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

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

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

RULE 56: MEETINGS

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

56.1.1 Rule 36: Invocation.

56.1.2 Rule 37: Agenda Approval.

56.1.3 Rule 42: Consent Agenda Items.

56.1.4 Rule 48: City Council as Special Assessment Districts.

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

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

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

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

(ADOPTED BY RESOLUTION #3673-2022)

I. INTRODUCTION

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

II. SCOPE AND APPLICABILITY

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

III. PROCEEDINGS

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

IV. UNAUTHORIZED COMMUNICATIONS

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

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

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

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

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

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

V. WITNESSES AND SUPPORTING MATERIALS

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

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

VI. PARTY INTERVENORS

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

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

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

VII. CONDUCT OF HEARING

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

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

3. The order of proof shall be as follows:

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

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

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

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

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

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

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

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

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

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

IX. CROSS-EXAMINATION OF WITNESSES

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

X. RULES OF EVIDENCE

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

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

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

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

XI. STATEMENTS OF COUNSEL

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

XII. CONTINUANCES AND DEFERRALS

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

XIII. TRANSCRIPTION OF HEARING

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

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

XIV. MAINTENANCE OF EVIDENCE AND OTHER DOCUMENTS

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

XV. FALSE TESTIMONY

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

XVI. FAILURE OF APPLICANT TO APPEAR

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

CITY OF PUNTA GORDA, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PUNTA GORDA, FLORIDA, FORMALLY ADOPTING RULES OF PROCEDURE FOR CITY COUNCIL AND ITS BOARDS AND COMMITTEES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Punta Gorda is authorized by the City Charter and the laws of the State of Florida to adopt such rules of procedure as it deems necessary and proper for the conduct of its business and the governance of its meetings; and

WHEREAS, the City Council recognizes that the adoption of clear, consistent, and comprehensive rules of procedure is essential to ensuring efficiency, transparency, fairness, and the orderly conduct of public business; and

WHEREAS, these rules are intended to govern the proceedings of the City Council and to provide a uniform framework for the City's various appointed boards and committees; and

WHEREAS, the City Council has reviewed the proposed Rules of Procedure which provide a comprehensive framework covering General Provisions, Agendas, Meeting Procedures, and the operation of Boards and Committees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Punta Gorda, Florida:

1. Adoption of Rules. The City Council of the City of Punta Gorda hereby formally adopts the Rules of Procedure attached hereto as Exhibit "A" and incorporated herein by this reference.

2. Applicability. The Rules of Procedure shall govern the conduct of all meetings of the City Council and shall serve as the guiding rules for all boards and committees established by the City Council.

3. Severability. If any rule, section, subsection, sentence, or clause of the adopted Rules of Procedure is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions, which shall remain in full force and effect.

4. Effective Date. This resolution shall take effect immediately upon its adoption.

ADOPTED in regular session of the City Council of the City of Punta Gorda, Florida, this 19th day of November, 2025.

CITY OF PUNTA GORDA, FLORIDA

_____
Mayor

ATTEST:

_____
SARA WELCH, City Clerk

APPROVED AS TO FORM:

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

Exhibit A

CITY OF PUNTA GORDA
CITY COUNCIL
RULES OF PROCEDURE

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INTRODUCTION

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

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

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

SECTION I – GENERAL PROVISIONS

RULE 1: CONSTRUCTION AND SUSPENSION OF RULES

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

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

RULE 2: PUBLIC MEETINGS

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

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

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

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

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

RULE 3: REGULAR CITY COUNCIL MEETINGS

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

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

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

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

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

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

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

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

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

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

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

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

RULE 4: SPECIAL CITY COUNCIL MEETINGS

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

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

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

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

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

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

RULE 5: EMERGENCY CITY COUNCIL MEETINGS

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

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

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

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

5.3 Emergency meetings may be scheduled on days or evenings.

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

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

RULE 6: REORGANIZATION MEETING

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

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

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

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

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

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

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

RULE 7: CITY COUNCIL WORKSHOPS

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

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

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

7.2 No formal action shall occur at workshops.

7.3 Two workshops shall be held annually for residents to provide feedback to and ask questions of City Council.

RULE 8: PRESIDING OFFICER

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

8.2 The presiding officer conducts the meetings in a fashion that draws a balance between the informality and congeniality possible in a small community while ensuring business is conducted in an orderly fashion as prescribed in Meeting Procedures (see SECTION III - MEETING PROCEDURES).

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

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

RULE 9: MAYOR

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

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

RULE 10: VICE-MAYOR

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

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

RULE 11: REQUIRED ATTENDANCE OF OFFICIALS AND STAFF

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

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

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

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

11.2 For emergency meetings, required attendees are:

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

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

11.3 For workshops, required attendees are:

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

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

RULE 12: SERGEANT-AT-ARMS

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

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

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

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

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

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

RULE 14: COMMUNICATIONS/PRESS CONFERENCES

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

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

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

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

RULE 15: CITY COUNCIL MAIL

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

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

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

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

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

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

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

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

RULE 16: SERVICE OF PROCESS

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

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

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

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

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

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

RULE 17: ORDINANCES

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

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

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

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

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

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

RULE 18: RESOLUTIONS

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

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

18.3 All resolutions shall be reduced to writing.

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

RULE 19: MORATORIUM

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

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

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

RULE 20: PROCLAMATIONS

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

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

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

20.3 Requests for a proclamation must include:

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

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

20.3.3 Background information on the event or organization.

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

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

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

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

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

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

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

20.7.1 The recipient is allotted up to 1 minute to speak upon accepting the proclamation.

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

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

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

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

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

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

RULE 21: KEY TO THE CITY

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

RULE 22: MAYOR'S MEDAL

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

RULE 23: CITY COUNCIL APPOINTMENTS TO SERVICE BOARDS AND COMMITTEES

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

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

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

RULE 24: REQUESTS FOR INFORMATION AND RECORDS

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

24.2 Councilmembers may request records related to topics under consideration by City Council through the City Clerk.

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

SECTION II – AGENDAS

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

RULE 25: PREPARATION OF AGENDA

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

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

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

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

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

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

25.7 Agendas are posted on the City's website.

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

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

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

RULE 26: CITIZEN-INITIATED ITEMS

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

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

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

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

RULE 27: COUNCIL-REQUESTED ITEMS

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

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

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

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

RULE 28: AGENDA MATERIAL

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

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

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

SECTION III - MEETING PROCEDURES

RULE 29: DAIS SEATING ARRANGEMENT

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

29.2 The City Attorney may be seated to the left of the Mayor or seated next to the City Clerk.

29.3 The City Manager may be seated to the right of the Mayor or seated next to the City Clerk.

RULE 30: RULES OF ORDER

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

RULE 31: QUORUM

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

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

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

RULE 32: VOTING

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

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

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

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

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

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

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

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

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

32.4 The passage of any motion, policy or resolution shall require the affirmative vote of at least a majority of the membership of the City Council who are present and eligible to vote. In case of a tie vote on any proposal, further discussion should take place prior to the offering of another motion.

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

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

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

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

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

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

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

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

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

RULE 34: RULES OF DISCUSSION

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

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

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

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

34.5 Discussion may take place before or after a motion has been made.

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

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

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

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

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

RULE 35: ORDER OF BUSINESS OF MEETING

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

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

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

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

RULE 36: INVOCATION

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

RULE 37: AGENDA APPROVAL

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

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

RULE 38: ACTION ON ITEMS NOT INCLUDED ON AGENDA

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

38.1.1 The item is deemed an emergency matter.

38.1.2 The item is related to an agenda item and should properly be considered at the same time, so long as all necessary material is available to Council.

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

RULE 39: PUBLIC INPUT

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

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

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

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

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

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

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

39.3.1 Speakers will refrain from engaging in personal attacks.

39.3.2 Speakers will audibly state their names for the record.

39.3.3 Speakers are allotted 3 minutes apiece during the general public comment periods at the beginning and end of each regular Council meeting, and 3 minutes for public comment after Council discussion on agenda items, unless additional time is provided for by law, regulation, or at the presiding officer's discretion.

39.3.4 Speakers will be allowed one turn during each public comment period.

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

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

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

39.3.6.2 A board may consent to the Chair reporting a citizen's issue to the City Manager, who will inform all Councilmembers.

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

39.5 Any person who willfully interrupts or disturbs any assembly of people meeting for any lawful purpose shall be guilty of a misdemeanor of the second degree and may be arrested by police officers present pursuant to Florida Statute 871.01.

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

RULE 40: PRESENTATIONS

40.1 Presentations scheduled under the Proclamations/Presentations section of the agenda are limited to a maximum of 5 minutes.

40.2 The City Council shall not take final action at the same meeting on items addressed under this section; however, the City Council may take final action if the Council suspends this Rule of Procedure by motion. A presentation made under this section shall not be considered approved unless expressly voted on by the City Council.

RULE 41: PUBLIC HEARINGS

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

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

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

41.4 Legislative public hearings are conducted in the following manner:

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

41.4.2 Staff provides a presentation up to a maximum of 20 minutes, and Councilmembers ask any questions they have of staff.

41.4.3 The applicant, if applicable, provides a presentation up to a maximum of 20 minutes, and Councilmembers ask any questions they have of the applicant.

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

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

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

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

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

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

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

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

RULE 42: CONSENT AGENDA ITEMS

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

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

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

42.3 The Consent Agenda is handled as follows:

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

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

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

RULE 43: DISCUSSION ITEMS

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

43.2 Staff will indicate if action is required.

43.2.1 For an item which would not have a budgetary impact, staff will indicate whether consensus or a motion is required.

43.2.2 For an item which would have a budgetary impact, staff will indicate if a motion is required.

RULE 44: COUNCIL/BOARD MEMBER COMMENTS

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

RULE 45: ADJOURNMENT; RECESS

45.1 The presiding officer will close the meeting by announcing the meeting is adjourned, with or without a rap of the gavel, upon conclusion of the agenda's business.

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

RULE 46: MEETING BREAKS

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

RULE 47: ELECTION OF OFFICERS

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

47.2 Recognition by the chair is not required to make a nomination.

47.3 Nominations do not require a second.

47.4 A member may nominate themselves.

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

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

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

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

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

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

RULE 48: CITY COUNCIL AS SPECIAL ASSESSMENT DISTRICTS

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

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

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

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

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

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

RULE 49: MOTIONS

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

49.2 A motion requires a second prior to discussion.

49.2.1 Without a second, the motion fails. The presiding officer shall announce this result.

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

49.3.1 Only two amendments may be offered at a time.

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

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

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

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

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

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

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

49.7.1 Vice Mayor/Vice Chair;

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

RULE 50: RECONSIDERATION

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

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

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

50.2.2 At a subsequent meeting by any Councilmember.

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

RULE 51: RESCINDING ACTION PREVIOUSLY TAKEN

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

51.2 City Council action may be rescinded by a supermajority vote of Councilmembers present.

SECTION IV – BOARDS AND COMMITTEES

RULE 52: ESTABLISHMENT OF BOARDS/COMMITTEES

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

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

RULE 53: APPOINTMENTS

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

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

53.3 Committee members are appointed via the following process:

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

53.3.2 Vacancies are announced at Council meetings for advertisement.

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

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

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

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

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

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

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

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

RULE 54: REMOVAL FROM BOARD

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

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

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

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

RULE 55: OFFICERS

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

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

55.2.1 The Board Recorder will preside over elections of the Chair according to the following procedure established in Rule 47.

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

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

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

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

RULE 56: MEETINGS

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

56.1.1 Rule 36: Invocation.

56.1.2 Rule 37: Agenda Approval.

56.1.3 Rule 42: Consent Agenda Items.

56.1.4 Rule 48: City Council as Special Assessment Districts.

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

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

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

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

(ADOPTED BY RESOLUTION #3673-2022)

I. INTRODUCTION

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

II. SCOPE AND APPLICABILITY

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

III. PROCEEDINGS

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

IV. UNAUTHORIZED COMMUNICATIONS

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

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

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

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

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

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

V. WITNESSES AND SUPPORTING MATERIALS

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

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

VI. PARTY INTERVENORS

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

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

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

VII. CONDUCT OF HEARING

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

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

3. The order of proof shall be as follows:

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

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

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

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

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

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

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

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

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

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

IX. CROSS-EXAMINATION OF WITNESSES

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

X. RULES OF EVIDENCE

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

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

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

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

XI. STATEMENTS OF COUNSEL

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

XII. CONTINUANCES AND DEFERRALS

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

XIII. TRANSCRIPTION OF HEARING

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

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

XIV. MAINTENANCE OF EVIDENCE AND OTHER DOCUMENTS

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

XV. FALSE TESTIMONY

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

XVI. FAILURE OF APPLICANT TO APPEAR

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

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

CONSENT AGENDA

Title:	Invoice of Leskovich Law Group, P.A. for legal services rendered through September 30, 2025 in the amount of $7,919.24. Invoice of Leskovich Law Group, P.A. for legal services rendered through October 31, 2025 in the amount of $9,756.25
Funds:	General
Recommended Action:	City Council approval
Summary:	Invoice number 0925 for legal services, for Interim City Attorney, invoices are brought before Council for approval. Fiscal year-to-date expense total $49,126.24.
Department/Division:	City Manager / Legal

EXHIBITS:

1. Invoice No 0925 Sept 2025
2. Invoice No 1025 October 2025

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. 0925

September 2025

DATE	SERVICES	TIME	RATE	TOTAL
9/3/2025	Revise and Finalize Draft of RJ Gorman Answers to Request for Interrogatories, Initial Discovery Disclosure, prepare for filing and file into court E-File portal system	4.5	175.00	787.50
9/4/2025	City Department Staff Meeting at City Annex and meeting with Dr. Reichert afterwards	2.0	175.00	350.00
9/4/2025	Review and Revise Light Up The Night Contract	.75	175.00	131.75
9/8/2025	Prepare for and attend Pre Agenda Meeting	1.5	175.00	262.50
9/10/2025	1750 Jamaica Way Contract	.75	175.00	131.25
9/10/2025	Harbour Walk Easement Review and Survey Review – Phone conversation with Atty. Derek Rooney who represents the property owners.	1.0	175.00	175.00
9/10/2025	Prepare for and attend Council Meeting	7.0	175.00	1225.00
9/15/2025	Prepare for and attend Staff Meetings and Discussions	4.0	175.00	700.00
9/15/2025	Finalize, Draft, File Request for Admissions for RJ Gorman	2.0	175.00	350.00
9/18/2025	Review of Marina Contracts	1.0	175.00	175.00
9/19/2025	Mission Square Resolution	1.0	175.00	175.00
9/22/2025	Pre-Agenda Council Meeting Prep and Attendance	2.0	175.00	350.00
9/22/2025	Meeting with Chief of Police and CM regarding 2A and no firearms signs for staff	.50	175.00	87.50
9/22/2025	Planning and Zoning Board Attendance and Preparation	2.0	175.00	350.00
9/23/2025	Review Vietnam Huey Helicopter Contract	.50	175.00	87.50
9/23/2025	Review, Sign and Forward Stipulation to Dismiss and Settlement Agreement for Emerald Landing Lawsuit	.75	175.00	131.25

9/23/2025	Review, Redraft and Speak with Garrett Kizer regarding contract/agreement for Light Up the Night 2025	.75	175.00	131.25
9/23/2025	Submerged Land Lease for Lashley Marina review and provide opinion – 90/10	2.0	175.00	350.00
9/24/2025	Prepare for and Attend City Council Meeting	5.0	175.00	875.00
9/25/2025	Palm Breeze of Punta Gorda, FL Meeting with Kristen and Tom	.75	175.00	131.25
9/25/2025	Review Chapter 17 Ordinance	1.0	175.00	175.00
9/29/2025	Prepare for and attend Directors Meeting/Meet with City Clerk about Division of Election Commission	1.5	175.00	262.50
9/30/2025	Review and Opine on Submerged Land Lease on 90/10	1.0	175.00	175.00
9/30/2025	Review and Opine on the Punta Gorda Boat Club lease and Bayfront Project	1.0	175.00	175.00
9/30/2025	Research, Review and Discuss Firearm issues for Farmer's Market	1.0	175.00	175.00
TOTAL		**45.25**		**$7,919.25**

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INVOICE NO. 1025

October 2025

DATE	SERVICES	TIME	RATE	TOTAL
10/02/2025	Review and Opine on Farmer's Market Temporary Use Permits and Firearm Restrictions	1.0	175.00	175.00
10/02/2025	Review and Opine as to potential liability for Weiler Engineering and Close Corporation for the consulting and construction of the Laishley Park splash pad.	1.0	175.00	175.00
10/06/2025	Prepare for and Attend Pre-Agenda Meeting	2.0	175.00	350.00
10/07/2025	Phone call discussion with opposing counsel for RJ Gorman litigation	.50	175.00	87.50
10/08/2025	Prepare for and Attend General Council Meeting	6.0	175.00	1050.00
10/9/2025	Review DRC Applications for Vested Rights Determination	1.5	175.00	262.50
10/10/2025	Prepare for and Attend DRC Agenda Meeting	1.5	175.00	262.50
10/10/2025	PFAS Zoom Meeting with Ventura, Missy, Tom	1.0	175.00	175.00
10/13/2025	Directors Weekly Meeting	1.0	175.00	175.00
10/13/2025	Prepare for attend Weiler Engineering/Apex Co. meeting regarding splash pad. Personal site visit of Cooper Street Recreational Facility	2.5	175.00	437.50
10/13/2025	Review, Process and Authorize SAO Subpoena for Records	.50	175.00	87.50
10/16/2025	Phone Conference with Weiler Engineering Attorney John Wood	1.0	175.00	175.00
10/17/2025	Prepare for and attend pre-agenda Code Compliance Board meeting	1.25	175.00	218.75
10/17/2025	Prepare for and attend Weiler Meeting with CM and Staff	1.0	175.00	175.00
1019/2025	Draft and Submit Request Production of Documents and Service of Interrogatories to	3.0	175.00	525.00

	RJ Gorman – Prepare for 10/20/2025 Shade Meeting			
10/19/2025	Review 1000 West Marion LLC 287-page Complaint for Declaratory Judgement	3.0	175.00	525.00
10/20/2025	Prepare for and attend Pre-Agenda Meeting, Shade meeting and PBA meeting	2.5	175.00	437.50
10/20/2025	Draft Legal Malpractice letter to Icard Merrill	1.25	175.00	218.75
10/20/2025	Research, Draft, Review and File Notice of Appearance and Email Designation, Motion for Enlargement of Time to Respond to Pleadings, Notice of F.S. 57.105 Requirement, Motion to Recuse David M. Levin and Icard, Merrill from 1000 West Marion LLC, 57.105 Notice Letter, Motion to Dismiss/Strike/Sanctions	4.5	175.00	787.50
10/21/2021	Draft Demand Letter to Weiler Engineering for errors and omissions committed regarding Laishley Splash Pad – Approved by City Manager and Officials and forward off to Weiler/Apex General Counsel on 10/21/2025	1.0	175.00	175.00
10/21/2025	Prepare for and attend Code Compliance Board Meeting	1.5	175.00	262.50
10/21/2025	Attend Fishville Development Meeting	1.0	175.00	175.00
10/21/2025	Draft, Demand Letter to Icard Merrill for Legal Malpractice, have approved by City Manager, sent via email and certified return receipt requested.	1.0	175.00	175.00
10/21/2025	PFAS Litigation Research	1.5	175.00	262.50
10/22/2025	Prepare for and attend Council Meeting (JMR and SSL)	6.0	175.00	1050.00
10/23/2025	MFL Meeting with TS and MR	1.0	175.00	175.00
10/27/2025	Weekly Staff Meeting	1.0	175.00	175.00
10/28/2025	Sponge City and Blue/Green Resolution	.50	175.00	87.50
10/29/2025	Mooring Regulations/Anchoring Law Area/Interlocal Agreement finalize drafting and submission	3.25	175.00	568.75
10/30/2025	Review, send, and communication with Charlotte County Attorney on Mooring Regulations and Map associate therewith	1.0	175.00	175.00
10/31/2025	Prepare for and attend meeting with Geri Waksler and Development on E. Virginia and Wood Street	1.0	175.00	175.00
TOTAL		**55.75**		**$9,756.25**

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

REGULAR AGENDA

Title: Florida Power and Light Street Light Conversion Opportunity

Funds:

Recommended Action: For informational purposes only.

Summary: Eric Cummings, FPL Senior Representative, will present information on the conversion of all FPL street lights in the city from high-pressure sodium to LED fixtures.

Department/Division: Public Works

EXHIBITS:

1. Street Light Conversion Benefits Summary

City of Punta Gorda SL-1 Rate to LT-1 Rate Conversion Opportunity

Summary

The LT-1 Rate allows for City of Punta Gorda to transition its 1,526 full maintenance rate SL-1 HPSV street light fixtures to the LT-1 LED Rate with NO upfront capital and SAVE over $10,500 annually. The LT-1 Rate has many benefits over the SL-1 Rate currently serving the City, such as Financial, Visibility, Reliability, Conservation and Environmental Initiatives. With over 30 years in partnership utilizing FPL's full maintenance SL-1 Street Light Rate, the City of Punta Gorda can still select to transition to the LT-1 Rate and take advantage of the following benefits:

Financial Benefits

- NO upfront capital required.
- Savings of over $900.00 monthly
    - Equates to over $10,500 annually.



Enhance Visibility & Reliability

- Security and Safety
    - Improve color rendition, color and objects are easier to distinguish.
    - Improved Color Rendition
        - Help assist law enforcement to better identify criminal activity.
- Life Expectancy
    - LED's experience fewer outages

Conservation & Environmental Improvements

- Reduce the County's GHG Carbon Footprint by 185 metric tons of CO_2 per year.
    - This equates to removing 40 cars from the roadway annually.
- Dark Sky
    - Directional light: keeps the light on the roadway and sidewalks as intended.
    - Minimizes light pollution.

LT-1 Rate Inception

- In 2017 the rate petition was approved with unanimous support by the Florida Public Service Commission
    - Since 2017 over 80% of all SL-1 customers have transitioned to the LT-1 Rate
    - Over 500,000 HPSV fixtures replaced with LED
    - Over 150 Florida Governmental Agencies have completed the rate transition from SL-1 to the LT-1 Rate

Communities Who Transitioned to LT-1

Charlotte County	Collier County	City of Fort Myers	City of Bonita Springs	City of Tamarac
Manatee County	City of Sarasota	City of Bradenton	City of Cooper City	City of Lantana
Lee County	City of Holms Beach	Town of Fort Myers Beach	City of Lauderhill	City of Palm Springs
Sarasota County	City of Labelle	City of Anna Maria Island	City of Dania Beach	City of North Palm Beach
Charlotte County	Village of North Port	City of Miami	City of North Lauderdale	City of Lake Park
Putnam County	City of North Miami Beach	City of Coral Gables	City of Lauderdale Lakes	City of Juno Beach
Colombia County	City of Miami Beach	Miami Shores Village	Town of Lauderdale by Sea	City of Highland Beach
Miami-Dade County	Town of Miami Lakes	City of South Miami	City of Wilton Manors	City of Wellington
Brevard County	City of Miami Springs	City of Florida City	City of Sunrise	City of Haverhill
Martin County	Town of Surfside	City of Homestead	City of West Park	City of Belle Glade
St Lucie County	North Bay Village	Town of Golden Beach	City of Weston	City of Sanford
Okeechobee County	City of Sunny Isles Beach	City of West Miami	Town of Pembroke Park	City of Lake City
St Johns County	City of Hollywood	City Pompano Beach	City of Delray Beach	City of Flagler Beach
Flagler County	Town of Davie	City of Deerfield Beach	City of Boynton Beach	City of Live Oak
Palm Beach County	City of Miramar	City of Oakland Park	City of West Palm Beach	City of Crescent City
Broward County	City of Plantation	City of Coral Springs	City of Riviera Beach	City of Palatka
Hendry County	City of Hallandale Beach	City of Margate	City of Royal Palm Beach	City of Palm Coast
Desoto County	City of Palm Beach Gardens	City of Greenacres	City of Pahokee	City of Beverly Beach
Highlands County	City of Callahan	City of Bradenton Beach	City of Estero	City of Bunnell
Glades County	City of Hillard	City of Waldo	City of Fort Myers Beach	City of Longboat Key
City of Venice	City of Interlachen	City of Lawtey	City of Penny Farms	City of Raiford
City of Palmetto	City of Lake Butler	City of Glenn St Mary	City of Hawthorne	City of Port Canaveral
City of Marco Island	City of Okeechobee	City of Stuart	City of Daytona Beach	City of Edgewater
City of Holly Hill	City of Oak Hill	City of Oviedo	City of Ponce Inlet	City of Port Orange
City of South Daytona	City of Melbourne	City of Fellsmere	City of Indian Harbour Beach	City of Rockledge
City of Satellite Beach	City of Sebastian	City of West Melbourne	City of Cocoa Beach	City of Palm Bay
City of Titusville	City of Debary	City of Deltona	City of Lake Mary	City of Cocoa

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

REGULAR AGENDA

Title: Notice of Termination of Lease - Punta Gorda Coffee & Tea, (Unit 118) and Punta Gorda Chocolate & Wine, (Unit 1112)

Funds:

-

Recommended Action: City Council to provide direction regarding acceptance or negotiation of the tenant's request for early lease termination effective November 30, 2025, and authorize staff to proceed accordingly.

Summary: The tenant has submitted a Notice of Termination of Lease effective November 30, 2025.

- Unit 1112 expires on May 31, 2026 - Revenue loss $10,017.00
- Unit 118 expires on August 31, 2027 - Revenue loss $21,121.20

Staff has reviewed the tenant's request and identified that early termination will result in the loss of lease revenue totaling $31,138.20.

Additionally, attached are the Release of Claims that City of Punta Gorda paid both units for repairs totaling $54,900 for both commercial units

Department/Division: City Manager / Legal

EXHIBITS:

1. Notice of Termination of Lease
2. HCC Lease PG Coffee & Tea Units 117-118 Executed
3. PG Chocolate & Wine Lease June 2022 - May 2026
4. Total Loss of lease Revenue PG Coffee and Tea and Chocolate and Wine
5. PG Coffee and Tea release of all claims
6. PG Chocolate and Wine release

10/30/2025

RE: Notification for Termination of Lease

To Dr. Melissa Reichert – City Manager | City of Punta Gorda

This letter serves as formal notification that Punta Gorda Chocolate & Wine, Punta Gorda Coffee & Tea and Haley Handcrafted Chocolates intend to terminate the commercial lease for our properties located at 117 Herald Court, Suite 1112 & Suite 118, Punta Gorda, FL 33950. The effective date of this termination will be November 30th, 2025.

The reason for the termination is in accordance with a mutual agreement with the City of Punta Gorda after notification of the City Council and the City of Punta Gorda in March 2025 regarding our intent to vacate.

Please contact us at your earliest convenience to discuss the return of our security deposits. We request that our deposits for both spaces be returned in good faith as we will return the space in better shape than when we received it 10 years ago, including the removal of all branding. Going forward, we will represent the City of Punta Gorda with the same passion and sense of community in our new destination as we have for the past decade at our Herald Court locations.

Warmest Regards,



Patricia Haley-Herndon
Stephan Herndon
Owners & Founders
Punta Gorda Chocolate & Wine
Punta Gorda Coffee & Tea
Haley Handcrafted Chocolates
941-505-0479
pgchocolateandwine@gmail.com

COMMERCIAL LEASE
HERALD COURT CENTRE

THIS LEASE ("Lease") is made by and between COMMUNITY REDEVELOPMENT AGENCY OF 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 PUNTA GORDA COFFEE & TEA, INC. (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, 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, Units #117 and #118 (a\k\a Area 1D), consisting of a total of approximately 1,591 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-two (92) 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. Tenant shall use and occupy the Premises solely for the operation of coffee and tea retail shop/restaurant and production of chocolate. 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 patio area for outdoor seating. 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 "Punta Gorda Coffee & Tea" and/or "Haley's Handcrafted Chocolates". 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 with due diligence and efficiency as a "first class" establishment.

C. Outside Seating. Tenant shall be allowed to use the outside seating area subject to the conditions hereinafter set forth. Tenant shall furnish Landlord with documentation that clearly describes and depicts the type and number of tables, chairs and trash receptacles which are to be supplied by Tenant and used in the outdoor area location mutually agreed upon by the Tenant and Landlord. 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 seating 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 maintain the outside seating area in a clean and safe condition at all times, and Tenant's continues use of the outside seating 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 seating 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 seating area and require Tenant to remove all 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 seating area at Tenant's expense. Tenant acknowledges that Landlord has made no representation or warranty to Tenant that Tenant may use such outside seating area to serve food or beverages. 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 seating area. Tenant's obligations under this Lease are not contingent upon the availability of the outside seating area for Tenant's use.

5. TERM.

A. Term of Lease. The term of this Lease shall commence on June 1, 2018, and shall end (unless sooner terminated as herein provided) at Midnight on August 31, 2022. 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. Provided that Tenant is not in default under any of the terms and conditions of this Lease including, without limitation, the payment of rent, and provided Tenant has not failed to pay when due any rent or any other amount due hereunder on more than three (3) occasions during the term hereof, Tenant shall have the right and option to extend the term of this Lease (hereinafter referred to as an "Extension Term"). Said right and option shall only be exercisable by Tenant sending 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 (hereinafter referred to as an "Extension Notice"). If exercised, the Extension Term and renewal rent will be renegotiated by the Tenant and Landlord.

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 commencing on January 1st and ending 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 "Rental Commencement Date" shall be September 1, 2018.

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 $15,114.50 annually, payable in advance in twelve monthly installments of $1,259.54 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 $15,910 annually, payable in advance in twelve monthly installments of $1,325.83 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 $16,705.50 annually, payable in advance in twelve monthly installments of $1,392.13 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 $17,501.00 annually, payable in advance in twelve monthly installments of $1,458.42 per month on the first day of each calendar month of the fourth Lease Year.

7. ADVANCE RENT - SECURITY DEPOSIT.

A. Advance Rent. Landlord acknowledges receipt from Tenant of the sum of $1,911.58 as rent for the first month of the term of this Lease, which amount includes Tenant's minimum rent ($1,259.54), common area maintenance costs ($530.33) and Florida State sales tax ($121.71).

B. Security Deposit. Landlord also acknowledges prior receipt from Tenant the sum of $1,500.00 (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, truckways, 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. Tenant hereby assumes responsibility for compliance by its 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 a portion of the Parking Garage may be reserved by Landlord for the use of business owners and their employees. A parking validation program may be considered and, if implemented by the Landlord (at the Landlord's sole and absolute discretion, on-site parking within the parking garage may be made available to the patrons of the Herald Court Centre through a parking validation program. However, Landlord makes no representations or warranty with respect to whether such a program will be implemented (if at all). 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 as additional rent, 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 such common area maintenance costs shall be four dollars ($4.00) per square foot for the First Lease Year and adjusted annually for each year of the lease term and any extension term.

(2) Prior to the commencement of each Calendar Year, Landlord shall give Tenant a written estimate of Tenant's share of such common area maintenance costs for the ensuing Calendar Year. Tenant shall pay such estimated amount to Landlord as additional rent in equal monthly installments, in advance on the first day of each calendar month. Within ninety (90) days after the end of each Calendar Year, Landlord shall furnish to Tenant a statement ("Landlord's Statement") showing in reasonable detail the costs and expenses incurred by Landlord for the operation and maintenance of the common areas 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 proportionate share of common area maintenance costs as shown by such annual statement. Landlord's failure to furnish such statement to Tenant within ninety (90) days after the end of a Calendar Year shall not relieve either party of its obligation to make the appropriate payment or allowance once such statement is furnished to Tenant.

(3) Provided that Tenant is not in default under this Lease and provided further that Tenant strictly complies with the provisions of this paragraph, Tenant shall have the right to reasonably review supporting data for any portion of Landlord's Statement that Tenant claims is incorrect. In order for Tenant to exercise its right under this paragraph, Tenant shall, within sixty (60) days after any Landlord's Statement is sent to Tenant, deliver a written notice to Landlord specifying the portions of Landlord's Statement that are claimed to be incorrect, and Tenant shall simultaneously pay to

Landlord all amounts due from Tenant to Landlord as specified in the Landlord's Statement. In no event shall Tenant be entitled to withhold, deduct, or offset any monetary obligation of Tenant to Landlord under the Lease (including, without limitation, Tenant's obligation to make all rental payments and all payments for its share of estimated and actual operating expenses) pending the completion of any review of records under this paragraph. The right of Tenant under this paragraph may only be exercised once for any Landlord's Statement, and if Tenant fails to meet any the above conditions as a prerequisite to the exercise of such right, the right of Tenant under this paragraph for a particular Landlord's Statement shall be deemed waived. In addition, Tenant acknowledges that Tenant shall be allowed to review records only for the applicable calendar year's expenses that are the subject of the challenged Landlord's Statement.

(4) Landlord shall have all the remedies for the collection of Tenant's share of common area maintenance costs as are provided Landlord under the terms of this Lease for collection of rent.

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, on a monthly basis, 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. Tenant agrees 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 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 the 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 326 W. Marion Avenue, 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. Tenant 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. Tenant shall be allowed to removal all personal property, including but not limited to stove, refrigerator, freezer, 3 compartment sink, all table top equipment and any and all equipment pertaining to the production chocolate, upon the termination of the lease.

(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 its 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 loud speakers, 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, side-walk, 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 "head-shop".

(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. Tenant's 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 _____ (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, 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 on _____ _____, that the Rent Commencement Date is _____, and that the Lease term shall expire on _____.

(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, build-outs, 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. That 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: Howard Kunik, CRA Executive Director
326 West Marion Avenue
Punta Gorda, FL 33950

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

Punta Gorda Coffee & Tea, Inc.

Attn: Patricia Haley-Herndon and/or John Herndon
1825 SW 48th Lane
Cape Coral, Florida 33914

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 proceeding(s).

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. AGENCY DISCLOSURE. In compliance with the Florida Real Estate Commission, the Tenant acknowledges that Coldwell Banker Residential Real Estate, Lindsay M. Harrington and Coldwell Banker NRT, Ron Struthers, are acting as Agent on behalf of Community Redevelopment Agency of the City of Punta Gorda, Florida. The Tenant acknowledges that this Agency Disclosure was read and understood prior to the execution of this Lease Agreement.

47. 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.

48. 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 persons 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.

49. 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. Tenant is 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.

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:
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PUNTA GORDA, FLORIDA, a body corporate and politic of the State of Florida

By: _____
Howard Kunik, CRA Executive Director

WITNESSES:

Signature of First Witness

Printed Name of First Witness

Signature of Second Witness

Printed Name of Second Witness

TENANT:
PUNTA GORDA COFFEE & TEA, INC.

By: _____
Patricia J. Haley-Herndon, President

By: _____
John Herndon, Vice-President

EXHIBIT "A"

PROPERTY DEPICTION

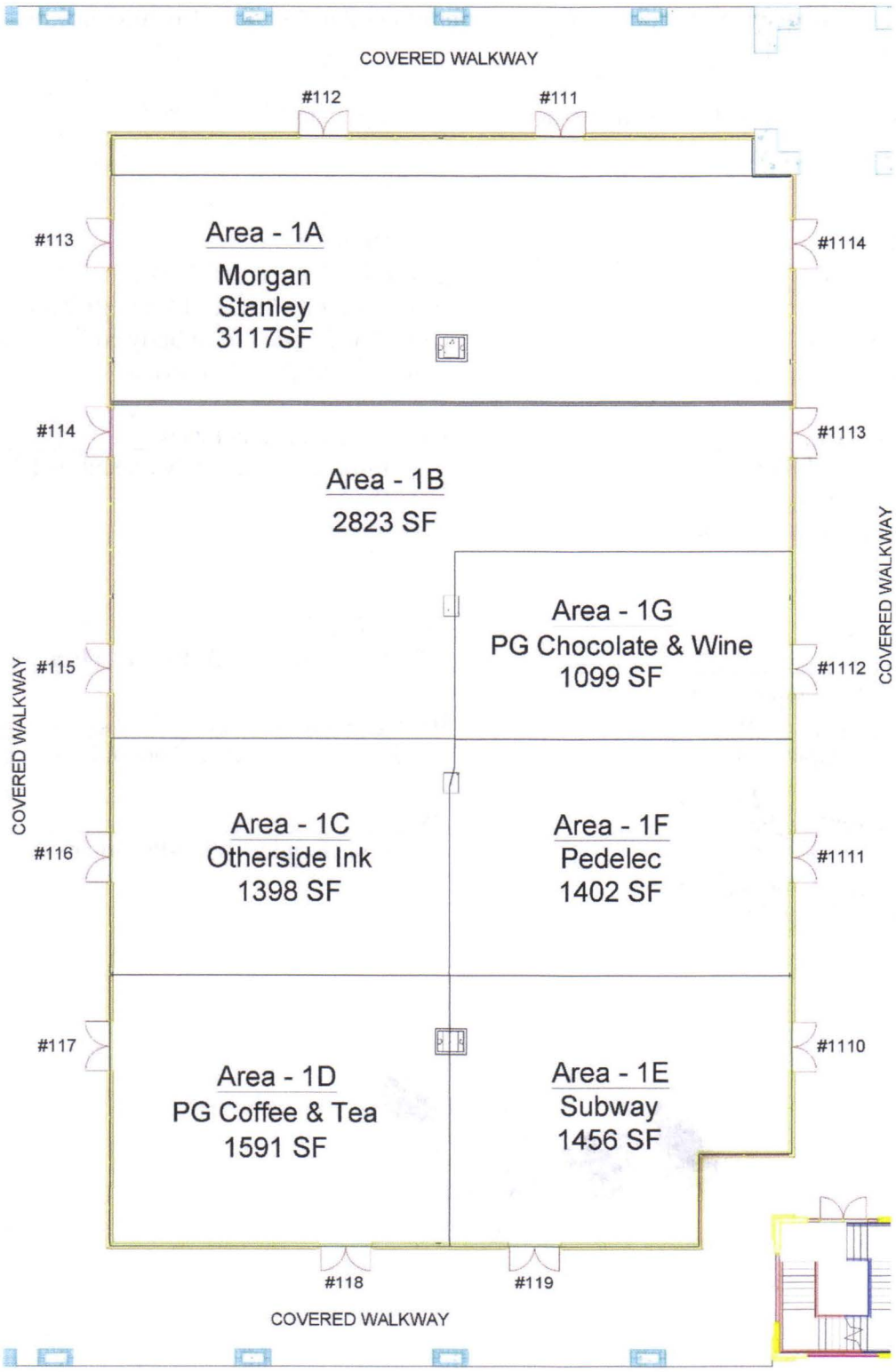


EXHIBIT "B"

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 shall not be used in a speed in excess of 20 miles per hour and shall 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 areas except for the parking of motor vehicles during the period of time such person or the occupants of such vehicles are customers or business invitees 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.

COLDWELL BANKER COMMERCIAL
NRT

This letter is issued to set forth our intent to enter into a new lease agreement hereinafter described property upon the following terms and conditions:

COLDWELL BANKER COMMERCIAL NRT
Ron Struthers, CCIM | Broker Associate
200 W. Marion Ave., Punta Gorda, FL 33950
(941) 769-3316 (BUS)
(866) 753-7650 (FAX)

DATE:	05/12/2018
LOCATION ADDRESS:	117 Herald CT unit 1D___
SQUARE FEET:	1591
LANDLORD:	Punta Gorda CRA
TENANT:	Punta Gorda Coffee & Tea (Patricia & DR Stephan Herndon)
USE:	Coffee & tea retail shop/ restaurant with outside seating
RENT COMMENCEMENT DATE:	Sept. 1, 2018
LEASE TERM:	Tenant to occupy June 1, 2018 for tenant improvements. For the months of June, July and August no rent or pass through expenses to be paid during this 90-day free rent period. Rent and Pass through expenses to commence Sept 1, 2018, CAM not to exceed $4.00 PSF for the first year of the four-year term.
LEASE RATE:	Year one $9.50 PSF Year two and Three ~~$10.00~~ PSF Year four $11.00 PSF Plus Pass though Expenses
SECURITY:	First month's rent, $1,500 security deposit due on lease execution
Additional	Tenant to pay for their tenant improvement expenses and moving expenses Landlord to pay for cost of lease preparation Landlord can replicate the lease template used for the Herndon's space in unit 1G

BROKERAGE FEE: 6% gross rent payable during the initial lease term payable to Coldwell Banker Commercial NRT by Landlord per listing agreement.

SPECIFICATIONS: This letter is not intended to be a legally binding document. It is contemplated that it will form the basis for the preparation of a lease agreement. All matters pertinent to this transaction shall be mutually agreed upon and addressed in formal lease agreement. Both parties intend to negotiate in good faith to conclude such a lease agreement, but no agreement is made between the parties unless and until a written lease agreement has been signed and delivered by and among both parties. At any time either party may terminate these negotiations.

Tenant Signature Date 5/11/18 Landlord Signature Date 5/15/2018

5/11/18

SECOND AMENDMENT TO COMMERCIAL LEASE
HERALD COURT CENTER

THIS SECOND AMENDMENT is made as of the 16 day of June, 2022, by and between the COMMUNITY REDEVELOPMENT AGENCY OF 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 PUNTA GORDA CHOCOLATE & WINE , INC. (the "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Commercial Lease for Herald Court Centre as modified by an Amendment executed December 29, 2017 (the Commercial Lease); and

WHEREAS, the Commercial Lease was amended on December 29, 2017 by that certain Amendment to Commercial Lease Herald Court Centre; and

WHEREAS, Landlord and Tenant desire to further amend the Commercial Lease by this Second Amendment to Commercial Lease Herald Court Centre;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

5. TERM

A. Term of Lease: The term of this Second Amendment to Lease shall commence on June 1, 2022, and shall end (unless sooner terminated as herein provided) at Midnight on the 31st day of May, 2026.

6. FIXED MINIMUM

B. Minimum Rent: Commencing on June 1, 2022, 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 year of the Renewal Period, beginning on June 1, 2022 Tenant shall pay to the Landlord the sum of $12,982.08 annually, payable in advance in twelve monthly installments of $1,081.84 per month on the first day of each calendar month of the first year of the renewal period.

(2) Second year of the Renewal Period, beginning on June 1, 2023 Tenant shall pay to the Landlord the sum of $13,371.60 annually, payable in advance in twelve monthly installments of $1,114.30 per month on the first day of each calendar month of the first year of the renewal period.

(3) Third year of the Renewal Period, beginning on June 1, 2024 Tenant shall pay to the Landlord the sum of $13,772.76 annually, payable in advance in twelve monthly installments of $1,147.73 per month on the first day of each calendar month of the first year of the renewal period.

(4) Fourth year of the Renewal Period, beginning on June 1, 2025 Tenant shall pay to the Landlord the sum of $14,185.92 annually, payable in advance in twelve monthly installments of $1,182.16 per month on the first day of each calendar month of the first year of the renewal period.

8. COMMON AREA AND FACILITIES

F. Proportionate Payment

(1) "Tenant's proportionate share" of such common area maintenance costs shall be four dollars ($4.00) per square foot for the First Lease Year and adjusted annually for each year of the lease term and any extension term.

(2) Prior to the commencement of each Calendar Year, Landlord shall give Tenant a written estimate of Tenant's share of such common area maintenance costs for the ensuing Calendar Year. Tenant shall pay such estimated amount to Landlord as additional rent in equal monthly installments, in advance on the first day of each calendar month. Within ninety (90) days after the end of each Calendar Year, Landlord shall furnish to Tenant a statement ("Landlord's Statement") showing in reasonable detail the costs and expenses incurred by Landlord for the operation and maintenance of the common areas 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 proportionate share of common area maintenance costs as shown by such annual statement. Landlord's failure to furnish such statement to Tenant within ninety (90) days after the end of a Calendar Year shall not relieve either party of its obligation to make the appropriate payment or allowance once such statement is furnished to Tenant.

(3) Provided that Tenant is not in default under this Lease and provided further that Tenant strictly complies with the provisions of this paragraph, Tenant shall have the right to reasonably review supporting data for any portion of Landlord's Statement that Tenant claims is incorrect. In order for Tenant to exercise its right under this paragraph, Tenant shall, within sixty (60) days after any Landlord's Statement is sent to Tenant, deliver a written notice to Landlord specifying the portions of Landlord's Statement that are claimed to be incorrect, and Tenant shall simultaneously pay to Landlord all amounts due from Tenant to Landlord as specified in the Landlord's Statement. In no event shall Tenant be entitled to withhold, deduct, or offset any monetary obligation of Tenant to Landlord under the Lease (including, without limitation, Tenant's obligation to make all rental payments and all payments for its share of estimated and actual operating expenses) pending the completion of any review of records under this paragraph. The right of Tenant under this paragraph may only be exercised once for any Landlord's Statement, and if Tenant fails to meet any the above conditions as a prerequisite to the exercise of such right, the right of Tenant under this paragraph for a particular Landlord's Statement shall be deemed waived. In addition, Tenant acknowledges that Tenant shall be allowed to review records only for the applicable calendar year's expenses that are the subject of the challenged Landlord's Statement.

(4) Landlord shall have all the remedies for the collection of Tenant's share of common area maintenance costs as are provided Landlord under the terms of this Lease for collection of rent.

Counterparts. This Amendment may be executed by one or more of the parties hereto on any number of separate counterparts, each of which shall be deemed an original, but all of which shall constitute one and the

same agreement. The parties hereto agree that the delivery of an executed copy of this Amendment in a .pdf, .jpeg, .TIF, or .TIFF attachment to an electronic mail message, or similar electronic format, or executed via any other electronic signature provider, such as DocuSign, shall be legal and binding and shall have the same full force and effect as if an original executed copy of this Amendment had been delivered.

Conflicts. The terms of this Amendment shall control over any conflicts between the terms of the Lease and the terms of this Amendment.

Authority. Each party hereto warrants and represents to the other party that (i) they are a duly organized and existing legal entity, in good standing in their respective states; (ii) they have full right and authority to execute, deliver and perform this Amendment; and (iii) the person executing this Amendment was authorized to do so.

Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

All other terms and conditions of the original Commercial Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument for the purposes herein expressed.

WITNESSES:

_____
Signature of First Witness

Kylee McGloin
_____
Printed Name of First Witness

_____
Signature of Second Witness

OPALYS Valdes
_____
Printed Name of Second Witness

ATTEST:

_____
KAREN SMITH, City Clerk

APPROVED AS TO FORM:

_____
DAVID M. LEVIN, City Attorney

LANDLORD:

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PUNTA GORDA, FLORIDA, a body corporate and politic of the State of Florida

By: _____
Gregory Murray
CRA Executive Director

WITNESSES:

Signature of First Witness

Printed Name of First Witness

Signature of Second Witness

Printed Name of Second Witness

TENANT:

PUNTA GORDA CHOCOLATE & WINE, INC.

By: _____

Name: _____

Title: _____

EXHIBIT C

For payments from December 2025 t

Location	Lease End Date	Monthly Rent	Monthly Cam	**Estimated Ad Valorem	Months left on Lease
Punta Gorda Coffee & Tea	8/31/2026	$ 1,641	$ 530.3	$ 175	9
unta Gorda Chocolate & Wine	5/31/2026	$ 1,182	$ 366.3	$ 121	6
				Total Due to City	

** Ad Valorem Actuals will be received mid-November An from the property appraiser, December Invoices will ha Ad Valorem. Annual January invoices will have the nev paid in equal portions throughout the year until Noven

thru remainder of Lease

	Total Due for remainder of Lease
$	21,121.20
$	10,017.00
$	31,138.20

nually on the TRIM Notice
ave the true up amount for the
***w* Ad Valorem Estimates to be**
nber and the Cycle starts over.

RELEASE OF ALL CLAIMS

Punta Gorda Coffee & Tea, Inc., ("Tenant"), on behalf of its officers, members, agents, employees, successors and assigns, in consideration of a donation of $ 32,400.00 to be paid by the CITY OF PUNTA GORDA, FLORIDA, a municipal corporation of the State of Florida ("Landlord") to assist in the rehabilitation of Unit #117 and Unit #118, Herald Court Centre, 117 Herald Court, Punta Gorda, Florida following flooding occasioned by Hurricane Helene and Hurricane Milton to be made in two payments, fifty percent (50%) to be paid upon the execution of this Release by Tenant, the receipt of which is hereby acknowledged, and fifty percent (50%) following a walk-through by Landlord to confirm that the Tenant's leased space has be restored to its pre-storm condition, and the forgiveness of _3_ months rent for the total amount of $ 4,780.98, does hereby release and discharge Landlord, its officials, employees, successors and assigns, from all claims, demands, and damages, of any kind or nature whatsoever, present and future, known or unknown, in any manner arising out of the flooding occasioned by Hurricane Helene and Hurricane Milton in September and October 2024.

The undersigned duly authorized representative of Tenant does hereby state that I have read this Release and understand all of its terms. I execute this Release voluntarily and with full knowledge of its significance.

Dated this 17 day of December, 2024.

WITNESSES:

Signature of First Witness

Printed Name of First Witness

Jeffrey S Payne

Signature of Second Witness

Courtney Buckles

Printed Name of Second Witness

TENANT:
Punta Gorda Coffee & Tea, Inc.

By: [signature]

Printed Name: [illegible]

Title: CEO

TENANT:

Punta Gorda Coffee & Tea, Inc.

By: _____

Printed Name: _____

Title: _____

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Punta Gorda Coffee & Tea Inc

2 Business name/disregarded entity name, if different from above.
117 Herald Court Unit 117 Punta Gorda FL 33950

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
83 - 0647407

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] **Date** 12/17/2024.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

RELEASE OF ALL CLAIMS

Punta Gorda Chocolate & Wine, Inc., ("Tenant"), on behalf of its officers, members, agents, employees, successors and assigns, in consideration of a donation of $ 22,500.00 to be paid by the CITY OF PUNTA GORDA, FLORIDA, a municipal corporation of the State of Florida ("Landlord") to assist in the rehabilitation of Units #1112, Herald Court Centre, 117 Herald Court, Punta Gorda, Florida following flooding occasioned by Hurricane Helene and Hurricane Milton to be made in two payments, fifty percent (50%) to be paid upon the execution of this Release by Tenant, the receipt of which is hereby acknowledged, and fifty percent (50%) following a walk-through by Landlord to confirm that the Tenant's leased space has be restored to its pre-storm condition, and the forgiveness of _3_ months rent for the total amount of $ 3,443.19, does hereby release and discharge Landlord, its officials, employees, successors and assigns, from all claims, demands, and damages, of any kind or nature whatsoever, present and future, known or unknown, in any manner arising out of the flooding occasioned by Hurricane Helene and Hurricane Milton in September and October 2024.

The undersigned duly authorized representative of Tenant does hereby state that I have read this Release and understand all of its terms. I execute this Release voluntarily and with full knowledge of its significance.

Dated this 17 day of December, 2024.

WITNESSES:

Signature of First Witness

Jeffrey S Payne

Printed Name of First Witness

Signature of Second Witness

Courtney Buckles

Printed Name of Second Witness

TENANT:

Punta Gorda Chocolate & Wine, Inc.,

By:

Printed Name: Patricia Herndon

Title: CEO

TENANT:

Punta Gorda Chocolate & Wine, Inc.

By: _____

Printed Name: _____

Title: _____

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
PUNTA GORDA CHOCOLATE & WINE INC

2 Business name/disregarded entity name, if different from above.
117 HGFAED CT #112 PUNTA GORDA FL 33950

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

4	7	-	5	4	4	1	8	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] **Date** 12/17/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

REGULAR AGENDA

Title:	Lease agreement with CDBIA for repairs to A.C. Freeman House
Funds:	
Recommended Action:	City Council Approval of Lease with Charlotte-DeSoto Building Industry Association (CDBIA) for repairs to A.C. Freeman House
Summary:	The City Council directed staff to engage with the CDBIA to draft a lease agreement for repairs to the facility. The attached lease agreement has been reviewed by City staff, the interim City attorney, and the CDBIA's attorney and representatives.
Department/Division:	City Manager / Legal

EXHIBITS:

1. Exhibit A. Lease City and CDBIA
2. Exhibit B. Scope of Work

LEASE AGREEMENT

This Lease Agreement (hereinafter "Agreement") is made this ___day of_____, 2025, by and between the CITY OF PUNTA GORDA, a Florida municipal corporation (hereinafter "Lessor"), whose mailing address is 326 West Marion Avenue, Punta Gorda, Florida and Charlotte DeSoto Building Industry Association | CDBIA (hereinafter "Lessee"), whose mailing address is 17984 Toledo Blade Blvd., Port Charlotte, FL 33948-1021, Punta Gorda, FL 33950.

RECITALS

WHEREAS, Lessor owns a tract of land and improvements located at**:** 311 West Retta Esplanade, Punta Gorda, FL 33950, more particularly described on Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as the "Premises"); and

WHEREAS, Lessee desires to lease the Premises for the following public purposes; to-wit: Restoration to use for all legal and lawful purposes ("Work"); and

WHEREAS, the City Council of the City of Punta Gorda, Florida has determined that the residents of the City of Punta Gorda will be substantially benefitted using the Premises for the public purposes as described herein: and

WHEREAS, the City Council of the City of Punta Gorda, Florida has determined that the terms of this Agreement provide the Lessor with sufficient control over the use of its public property to avoid frustration of the public purpose for which this Agreement was entered.

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

1. **LEASED PREMISES AND USE**: The Lessor owns a tract of land and improvements located at 311 West Retta Esplanade, Punta Gorda, FL 33950. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises. Lessee shall use the Premises for the public purposes described above and incorporated herein by reference (hereinafter referred to as "Public Purposes"), and for no other purpose without the prior written consent of Lessor. Lessee shall use all income derived from the operation of the Premises, including but not limited to, admissions, operations, rentals, donations, and sublease payments, for the operation, maintenance, expansion, improvement, or repair of the Premises and the Public Purposes provided by Lessee. At no time shall the Premises be used for personal gain, or in a manner that reflects negatively upon the City of Punta Gorda, as determined by the City Council of the City of Punta Gorda, Florida in its reasonable discretion. Lessee shall maintain its not-for-profit status during the term of this lease.

Lessee shall be entitled to post signs on the Premises, identifying the repair and renovation project, identifying Lessee, and signs identifying the contractor and subcontractors performing work on the Premises.

2. **IMPROVEMENTS TO PREMISES:**

A. Lessee shall cause the Work on the Premises to be done by a qualified primary Contractor and subcontractors at the City's cost based upon the scope of Work and estimated cost of which is attached hereto as Exhibit "B" and made a part hereof.

B. CITY reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the CITY is completely satisfied and accepts all Work, the final payment shall not become due and payable. Satisfaction and acceptance of work shall be based on the current Florida Building Code as applied to historic structures and industry standard tolerances and practices.

C. Completion of Work - Upon completion of work and before CITY authorization of final payment, the LESSEE shall remove all equipment and temporary structures from the Premises, and from all rights-of-way and adjacent property. Removal of materials or rubbish must be legally discarded as part of the Scope of Work, and will be invoiced as a portion of the cost of the Work. Property, both public and private, and roadways which may be damaged due to gross negligence by Lessee, its contractors or subcontractors, and not necessary as to the performance of the Work shall be restored to previous existing condition at Lessee's expense.

CITY will pay LESSEE in current funds for the completion of the Work for all items listed on the Scope of Work in Exhibit "B".

3. **TERM AND RENEWALS:** Lessor hereby grants to Lessee the right to occupy and use the Premises upon the terms hereinafter set forth for an initial term of 18 months with the option to extend six (6) additional months beginning on _____, and ending at 11:59 p.m. on _____ (hereinafter "Initial Lease Term"). If Lessee needs a longer lease, the City of Punta Gorda and the Lessee shall negotiate a new term thereafter subject to all of the terms and conditions herein contained and approval of Lessor.

4. **RENT:** Lessee shall pay to Lessor, as rent for the first year, the amount of $1.00 simultaneously with the execution of this Agreement and agrees to pay same annually on or before the anniversary date for the duration of this Agreement. The annual rent may be adjusted by mutual agreement of Lessor and Lessee at the time of any renewal of this Agreement.

5. **PUBLIC PURPOSE:** The Lessor's willingness to enter into this Agreement is based upon a finding that the Lessee's proposed use and operation of the Premises to facilitate the Public Purposes described herein, is in the best interest of the City of Punta Gorda in its governmental capacity. Lessee shall have the right to engage the services of other community service organizations to develop and implement programs, activities, and services consistent with the Public Purposes for which Lessor has entered into this Agreement. Lessee shall be solely responsible for managing all programs, activities, and services provided on the Premises by itself and other community service organizations. Lessee shall enter into separate written agreements with any other community service organizations prior to provision of any services on the Premises.

6. **REPORTING REQUIREMENTS:** Prior to the execution of this Agreement by the Lessor, and annually on the anniversary date for the duration of this Agreement, Lessee shall provide to Lessor the following documents: (a) A list of the Lessee's Officers and Board of Directors; (b) A copy of the Lessee's By-Laws; (c) A copy of the Lessee's most recent three months of bank statements; (d) A copy of Lessee's most recent "Solicitation of Contributions Annual Financial Reporting Form" submitted to the Florida Department of Agriculture and Consumer Services, Division of Consumer Services; (e) A copy of Lessee's most recent IRS Form 990; (f) A statement as to how Lessee proposes to meet its operating and maintenance costs for the upcoming year; (g) A statement identifying Lessee's anticipated funding sources. Within ninety (90) days of the end of each year during the term of this Lease, Lessee shall provide to Lessor an annual report showing the following: (a) All expenses and costs directly associated with Lessee's management and operation of the Premises for the previous year; (b) All gross revenue, direct net revenue, and adjusted net revenue generated by Lessee related to events and activities held at the Premises and/or for the benefit of the community for the previous year; (c) Any other revenues or income generated from Lessee's operation of the Premises for the previous year; and (d) A budget and estimate of anticipated revenues and expenses related to Lessee's management and operation of the Premises for the upcoming year. The Lessor shall have the right to inspect and audit Lessee's accounts, books, and records relating to its management and operation of the Premises.

6. **LESSEE'S DUTIES AND RESPONSIBILITIES:** Lessee shall be responsible for all operational and promotional expenses associated with its use of the Premises, including, but not limited to the following expenses: Costs associated with CDBIA doing business.

7. **LESSOR'S DUTIES AND RESPONSIBILITIES:** Lessor shall be responsible solely for the services, costs and expenses identified as follows:

All Work as described in the Scope of Work ("B") and as adjusted by change orders during the renovation and repair. Lessor shall pay for utilities serving the Premised directly to the utility provider.

8. **EMPLOYEES:** Lessee, including its officers, employees, members and volunteers, are not employees or representatives of the City of Punta Gorda and Lessee is authorized to hire, discharge and supervise all Contractors, subcontractors, volunteers, labor and employees required for its use, operation, and management of the Premises. Lessee shall be solely responsible for the actions of its officers, employees, members and volunteers.

9. **INSURANCE:** Lessee shall keep in force during the term of this Agreement and any renewals thereof, at Lessee's sole expense. comprehensive general liability insurance in companies approved by Lessor (which approval shall not be unreasonably withheld) to protect against liability incidental to the use of or resulting from any acts occurring in or about the Premises. The liability under said insurance to be not less than One Million Dollars ($1,000,000) for injury to one person in one accident, occurrence or casualty, and not less than a combined single limit of Two Million Dollars ($2,000,000) for injuries to one or more persons and/or damage to property, in any occurrence. Lessee shall cause the Lessor to be named as an additional insured on any such policies. Lessee shall furnish proof of insurance prior to the initiation of any term under this Agreement. Lessee shall notify Lessor of any cancellation of insurance prior to the expiration of the term of this Agreement.

The LESSEE shall provide insurance and furnish the City with a Certificate of Insurance for themselves, and all primary contractors as follows:

The City is to be named as additional insured with regard to general liability and certificate holder: City of Punta Gorda, 326 W. Marion Avenue, Punta Gorda, FL 33950

GENERAL LIABILITY - (as stated in number 9 of lease agreement)

BUILDER'S RISK POLICY – Unless otherwise covered by the City of Punta Gorda's insurance, Lessee's Primary Contractor must provide evidence of a current builder's risk insurance policy with limits to meet or exceed the value of improvements.

10. **PAYMENT**

A. The payment terms are net 25. The method of payment shall be by check.

B. PROGRESS PAYMENTS

1. LESSEE shall submit a fully executed Application for Payment Form to the CITY monthly for work in place for the thirty (30) calendar day period prior to the date of the Application for Payment. Payment application must include proof of payment to contractor/subcontractors for items requested on pay application. Proof of payment can consist of a canceled check or executed partial waiver of lien or primary Contractor Affidavit for requested amount, executed by contractor and notarized. The CITY will not compensate for stored materials. A CITY representative shall be appointed by CITY to coordinate payments. The City representative shall as appropriate validate and certify that the work is in place, as stated in the Application for Payment, and is acceptable and approved for payment. The CITY representative will submit Applications for Payment for processing to the appropriate City Departments.

2. After the first Application for Payment, each Application for Payment thereafter shall be accompanied by a Proof of Payment. The CITY will consider the Application for Payment incomplete and will not make payment until and unless the required documentation is furnished by LESSEE.

a. NOTARIZED WAIVER AND RELEASE OF LIEN must be submitted from each subcontractor, sub-subcontractor, or supplier that has filed a Notice to Owner for services performed or materials/equipment supplied prior Application for Payment.

b. Progress payments to LESSEE shall not imply approval or acceptance of CONTRACTOR's work.

c. Final payment is contingent upon the LESSEE complying with Florida Statute 119.0701 Public Records, which requires the CONTRACTOR to transfer to CITY, at no cost, all 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 contractor/subcontractor and material invoices, which clearly displays dates of service performed or materials received, description of services performed,

or materials purchased, location of services performed, or materials delivered, cost of services performed, or materials purchased, name of subcontractor or supplier.

b. Subcontractors shall be responsible for furnishing the above documentation with the CONTRACTOR with the invoices.

C. 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 25 days after completion of Work.

D. The CITY will provide an initial one-hundred thousand dollars and zero cents ($100,000.00) cost deposit for purposes of LESSEE'S mobilization. These funds will be used to get the project moving forward in an effort to expedite the project. All expenses incurred, and all invoices paid by Lessee or Lessee's contractors shall be furnished to the CITY.

11. **OTHER COSTS**

A. City shall pay other costs incurred in the performance of the Work, if and to the extent approved in advance in writing by the City representative. LESSEE shall not be obligated to obtain approval from City for an increase in the cost of Work, as it relates to budget category items, if the increase is less than $5,000.00 for individual budget category item, and the cumulative budget items do not exceed 10% of the total project cost for all categories. Lessee shall notify City Representative as soon as reasonably possible to inspect the unforeseen condition and agree in writing with Lessee on extent and methodology to repair or replace.

B. Increases which exceed $5,000 for individual budget category items or cumulative budget changes exceeding 10% of the total project cost for all categories, must be approved in advance in writing by City Representative in the form of a Change Order. Change Orders resulting from this provision must be submitted to the CITY representative and approved by the CITY MANAGER. Work shall not commence prior to receiving the approved Change Order, which shall be provided promptly and intending not to delay Work, no later than 10 days from submittal or the Change Order shall be deemed approved.

12. **ASSIGNMENT:** This Agreement may not be assigned, nor sublet without written consent of Lessor, and any purported assignment shall be void *ab initio.*

13. **REMEDIES FOR BREACH OF AGREEMENT:** If either the Lessor or Lessee shall fail to perform, or shall breach any portion of this Agreement, and shall fail to cure such breach

within thirty (30) days after provision of written notice has been given to the non-breaching party, the party so giving notice may terminate this Agreement.

14. **TERMINATION:** Lessee may terminate this Agreement upon default of this Agreement by Lessor. This Agreement shall be terminated immediately if the Lessee shall be dissolved, become insolvent or bankrupt, make an assignment for the benefit of creditors, or change its status from a not-for-profit corporation. Lessor reserves the right to terminate this Agreement at any time upon a finding by the City Council of the City of Punta Gorda that a paramount public purpose exists for the Premises. Lessor may terminate this Agreement following a review of the documents provided pursuant to Paragraph 5 hereof and a determination by the City Council of the City of Punta Gorda, Florida, in its sole discretion, that Lessee no longer possesses the financial and/or managerial competency to fulfill the Public Purposes for which Lessor agreed to lease the Premises to Lessee. Lessor may terminate this Agreement following substantial damage to the Premises and an election by Lessor not to make required repairs. This Agreement shall be terminated under this part upon the provision of ninety (90) days written notice by either party to the City to Lessee. Lessee shall be reimbursed on a pro rata basis for any prepaid rent for the remainder of the unexpired term, and for costs incurred .

15. **ALTERATIONS:** This agreement authorizes Lessee to make physical alterations and improvements to the Premises as identified in the Scope of Work (Exhibit "B").

16. **NOTICE:** All rent payable, and notice given under this Agreement to the Lessor shall be paid and given at City Hall, 326 West Marion Avenue, Punta Gorda, Florida 33950, or such other place as the Lessor shall specify in writing. All notice given under this Agreement to Lessee shall be given at 17984 Toledo Blade Blvd., Port Charlotte, FL 33948-1021, or at such other place as the Lessee shall specify in writing.

17. **INDEMNIFICATION:** Lessee shall indemnify and hold harmless Lessor and its Council Members, employees, and agents (herein referred to as "Indemnified Parties") from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, or damage to property occurring in or about, or arising out of the Lessee's use of the Premises. In the event any of the Indemnified Parties shall be held a party to any litigation or administrative action commenced by or against the Lessee, its agents, contractors or employees, Lessee shall protect and hold Indemnified Parties harmless from and shall pay all costs, expenses and reasonable attorney fees incurred or paid by Indemnified Parties in connection with such action or actions.

18. **ENTIRE AGREEMENT:** This Agreement contains and embodies the entire agreement of the parties hereto and no representations, inducements of agreements, oral or

otherwise, between the parties not contained and embodied herein shall be of any force and effect, and the same may not be modified, changed or terminated in whole or in part orally or in any manner other than by an agreement in writing duly signed by all of the parties hereto.

19. **PRIOR AGREEMENTS:** All prior written or oral agreements between the parties are hereby repealed and superseded by this Agreement.

20. **VENUE:** This Agreement shall be governed by and construed in accordance with Florida law. Venue for the purposes of any action brought to enforce or construe the Agreement shall lie in Charlotte County, Florida.

21. **FEES AND TAXES:** Lessee shall solely be responsible for the payment of any fees and taxes imposed because of its occupation and use of the Premises. Lessor shall reimburse Lessee's Contractor any fees associated with any permits required for any alterations and improvements to the Premises within the Scope of Work (Exhibit "B").

22. **ACCESS:** Lessor shall have the right of free access to the Premises at all reasonable times for the purpose of inspecting the Premises to ensure compliance with the provisions of this Agreement and all applicable governmental statutes, ordinances, and regulations.

23. **GUARANTEE**

The LESSEE OR THE CONTRACTOR shall guarantee all work for a period of one (1) year from the date of final completion of the project.

24. **BREACH OF CONTRACT**: If either party initiates litigation for a default under this Agreement, then the prevailing party shall be entitled to an award of costs and reasonable attorney fees.

25. **DAMAGE TO PREMISES:** If fire, hurricane, or other peril causes extensive damage to the Premises which are not fully covered by insurance, Lessor shall have 120 days to determine whether to repair or rebuild the Premises at its expense. If the Lessor elects not to repair or rebuild the Premises, then Lessee shall be so notified, and this Agreement may be terminated as provided for herein.

IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures on the date first written above.

CITY OF PUNTA GORDA

ATTEST:

_____
DEBI LUX, Mayor

_____
SARA WELCH, City Clerk

APPROVED AS TO FORM:

_____
STEVEN LESKOVICH, Interim City Attorney

LESSEE

CHARLOTTE DESOTO BUILDING INDUSTRY ASSOCIATION, INC.

WITNESSES:

_____

_____
By: JAHA CUMMINGS, President

_____
Print Name

_____

_____
Print Name

LEASE AGREEMENT
EXHIBIT "A"
PREMISES

The A. C. Freeman House, located at 311 West Retta Esplanade, which is a two-story building with a total area of 3.086 square feet, including the curtilage of the parcel at the corner of West Retta Esplanade and Cross Street, less the driveway connecting West Retta Esplanade to the City Parking Lot adjacent and south of the A. C. Freeman House.

EXHIBIT B
SCOPE OF WORK

Exhibit B

Thomas"T.J."Thornberry
LIC# CBC1253881

State Certified Building Contractor

6210 Scott St. Unit 113

Punta Gorda, FL 33950

(941) 205-8115

Date: September 2025

Re: AC Freeman House

It is my pleasure to present to you this preliminary estimated budget/scope of work to renovate the AC Freeman House to pre-hurricane Ian condition and utilize like-kind and/or pre-authorized replacement materials and finishes as applicable.

Our estimated based on the Scope of Work herein:

Estimated rehabilitation (to assumed pre-hurricane Ian conditions) includes Contractor admin/overhead of 5% (reduced from 7%):	**$400,000.00**
Contractor Fee:	**$0.00**
Contingency at 10%:	**$40,000.00**
Total:	**$440,000.00**

Note: This document is a budget/estimate only and prices for labor and material will change based on actual costs. Any unforeseen items, errors or omissions, which is common for any remodel/renovation project, that are deemed necessary to complete the scope of work, or any additional scopes of work, will be billed at labor & materials plus overhead, and be charged in addition to the Estimate.

Thank you for the opportunity to work with you.

Sincerely,

Thomas "TJ" Thornberry

President

Scope of Work

Permits, Fees, General Conditions

Design drawings, structural engineering, site & drainage plan, foundation location/elevation surveys (as required) N/A for like kind repairs/replacements – engineering TBD for any structural components on an as needed basis

Building permit

Testing & Engineering (if required)

Builder's Risk insurance (flood policy by Owner - City)

Debris removal/Dump fees

Site Clearing/Fill/Grade

NA

Foundation/Slab/Masonry Walls

NA

Framing

Repair or replace any compromised roof sheathing, structural components, sub-fascia, lumber wall sections as required upon investigative demo at various locations around the home

Insulation

Kraft faced fiberglass BATT insulation in compromised accessible locations

Roof

Replace rotted roof decking as needed, re-nail all decking to code

Install high temp self-stick underlayment

24-gauge galvalume standing seam metal panels

Fascia and Soffit

Repair or replace damaged fascia and soffit as needed to match existing as close as possible

Windows & Exterior doors

NA – existing to remain, repair and touch up as needed

Drywall/ Wall Materials

Repairs at various locations throughout the home as needed. Match existing levels and textures as close as possible

Gas N/A

Plumbing

Miscellaneous repairs as needed to existing plumbing lines and fixtures as needed

Electric

Perform an evaluation of the existing conditions and function of the entire electrical system including the main electric service, grounding, circuit breaker panel, existing devices (wall outlets and switches), light fixtures, under floor wiring (if any), exposed wiring (if any), wiring to mechanical equipment and any other electrical wiring or equipment that is observed. Labor to be provided at labor rate of $150.00 per/hr. (total for 2 electricians) or $85.00 per/hr. (total for 1 electrician)

Air Conditioning/Heating (subject to change per HVAC requirements)

Install a Lennox 2 1/2 ton, 8 KW heat, 16 Seer2 straight cool system
Install a Lennox 3 1/2 Ton, 10 KW heat, 14 Seer2 Package Unit
Float switch, Hurricane tie down

Exterior finishes

Pressure wash and evaluate all hand rail, decking, and ceilings. Repair/replace any rotted or damaged areas with matching material as close as possible

Interior Trim and millwork

Repair and paint existing interior doors and trim where applicable

Hardware

Repair or replace existing door hardware as applicable to match as close as possible

Paint/Wall finishes

Interior - where applicable due to repair/replacement wall, ceiling, door a trim sections

Prime all new drywall and wood, 2 coats to all walls (**Sherwin Williams Super Paint flat** - brush & roll both coats)

One coat to all ceilings (**Sherwin Williams Painter's Edge flat** - completed at priming)

1 coat of primer to all trim and doors prior to finish coat (**Sherwin Williams Pro Classics semi-gloss** - doors to be taken down for primer and paint and re-installed)1 coat of semi-gloss to trim, doors, crown or other trim. (Any staining or additional paining to be quoted upon request and prior to work performed)

Exterior

Prep surfaces and caulk all windows and doors. 1 coat of primer with backroll (**Seal Grip Primer tinted blue**)

1 coat of finish with backroll (**Sherwin Williams Loxon or Super Paint Satin**)

Exterior doors (**Sherwin Williams A-100 Satin**)

Multiple colors are subject to additional charges from the painter

Cabinets/ Countertops N/A

Appliances N/A

Flooring

Clean carpets and polish hardwood floors (no replacements, sanding or refinishing included)

Mirrors/ Shower enclosures/ Bathroom hardware N/A

Shelving N/A

Pool, deck, cage N/A

Landscaping N/A

Exterior surfaces N/A

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

REGULAR AGENDA

Title: City Clerk Annual Evaluation

Funds:

Recommended Action: This year, City Council authorized as part of the budget process a four percent (4%) merit-based pay increase for all employees who met or exceeded performance expectations. If Council believes that the City Clerk's performance over the past year warrants this (or some other) pay increase, please authorize such by voice vote.

Summary: Each year the City Council evaluates the performance of the City Clerk for the prior fiscal year. Council Members' individual evaluations accompanied by a scoring matrix that presents in a composite format the scores of each evaluator are attached.

Department/Division: City Manager

EXHIBITS:

1. City Clerk Evaluation Scores
2. District 1
3. District 2
4. District 3
5. District 4
6. District 5

CITY CLERK EVALUATION SCORES

	Compliance with Managerial Directives	Planning and Resource Utilization	Oral Communication	Written Communication	Managerial Abilities	Judgement Ability	Professionalism	Initiative	Relationships with Others	Work performance	Safety	Performance Objectives	**TOTAL SCORE**
District 1	5.00	4.00	3.00	4.00	4.00	4.00	4.00	5.00	5.00	4.00	5.00	4.00	**51.00**
District 2	5.00	5.00	4.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	**59.00**
District 3	5.00	4.00	5.00	5.00	4.00	4.00	5.00	4.00	5.00	4.00	3.50	4.00	**52.50**
District 4	4.00	4.00	3.00	4.00	3.00	4.00	4.00	4.00	4.00	4.00	3.50	4.00	**45.50**
District 5	5.00	4.00	4.00	4.00	4.00	4.00	5.00	4.00	4.00	3.00		4.00	**45.00**
Average Scores	**4.80**	**4.20**	**3.80**	**4.40**	**4.00**	**4.20**	**4.60**	**4.40**	**4.60**	**4.00**	**4.25**	**4.20**	**50.60**

District 5 Safety dimension left blank, no grade provided.

CITY OF PUNTA GORDA

PERFORMANCE EVALUATION: Exempt Supervisor/Manager/Director

PERSONNEL INFORMATION

Name: Sara Welch **Title:** City Clerk **Employee #:** 10548

Dept: City Clerk **Evaluator:** Jeannine Polk **Title:** Councilmember

Evaluation Period: 9/1/2024 **to** 8/31/2025 **Evaluation Date:** 10-24-2025

Type of Evaluation: ☐ Initial Probation ■ Annual ☐ Promotion Probation ☐ Disciplinary

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Evaluation Instructions

For each Performance Dimension, please place a check mark in one of the boxes above the description that most closely characterizes the performance of the incumbent during the evaluation period.

COMPLIANCE WITH MANAGERIAL DIRECTIVES: **The ability to comprehend and implement directives in a dependable manner.**				
☐	☐	☐	☐	☑
Does not follow simple instructions correctly; very undependable.	Has trouble following directives correctly; rarely asks questions to clarify instructions; somewhat undependable.	Quite often follows directives correctly; can generally be counted on to carry out directives satisfactorily.	Can almost always be counted on to carry out directives accurately; even complicated oral directives have to be given only once.	Directives are followed accurately and correctly; even the most complex oral directives have to be given only once.

COMMENTS:

PLANNING AND RESOURCE UTILIZATION: **The ability to develop appropriate goals and activities and identify resources needed to accomplish them.**				
☐	☐	☐	☑	☐
Rarely plans ahead; required to engage in "crisis management" in many cases; constantly fails to anticipate budget needs.	Occasionally fails to prepare and/or budget accurately for projects or departmental needs.	Accurately prepares, monitors, and controls project or departmental needs.	Planning efforts are thorough and concise; shows unusual insight into future needs.	Innovative in identifying future needs, budgeting for them and making the most effective use of resources.

COMMENTS:

ORAL COMMUNICATION:
The ability to verbally express ideas, information, and/or instructions clearly and concisely.

☐	☐	☑	☐	☐
Does not speak clearly; often very hard to follow train of thought; is a poor listener	Has some trouble speaking clearly and getting to the point; is not usually a good listener.	Speaks clearly; is able to get to the point; is usually a good listener; can usually be easily understood.	Confident speaker; skilled in activities such as instructing classes, debating issues, settling disputes or conducting difficult interviews; good listener.	Gives excellent speeches or presentations; can easily manage the most difficult and/or hostile communication situation; is an exceptional listener.

COMMENTS: Louder please - when speaking.

WRITTEN COMMUNICATION:
The ability to express ideas, information, and/or instructions clearly and concisely in writing.

☐	☐	☐	☑	☐
Does not write clearly; writing cannot be readily understood by most people	Has some difficulty writing clearly; writing requires more than one reading for clear understanding.	Writing is usually clear and coherent. Expresses simple technical material clearly and accurately.	Writing is very clear; gets directly to the point; expresses technical material clearly and accurately.	Writing is extremely clear; ideas are expressed especially well; even the most complex technical material is written exceptionally well.

COMMENTS:

MANAGERIAL ABILITIES:
The ability to supervise, delegate and assert firm, effective control in leadership situations.

☐	☐	☐	☑	☐
Causes dissatisfaction within the work unit; is a poor role model and displays poor leadership behavior; evaluations often do not accurately reflect an employee's performance; offers very few employee development opportunities; does not delegate effectively.	Provides inconsistent direction to employees; employees do not usually work as a team; occasionally delegates effectively; somewhat careless when evaluating employee performance; offers employee development opportunities, but needs to do more.	Generally liked and respected by employees; is ethical and fair; able to take charge of difficult situations; leads and delegates effectively; employees are fairly evaluated; generally offers employees a range of training and development activities.	Highly respected by employees; sets excellent example; easily takes charge in most situations; leads and delegates very effectively; makes extra effort to accurately evaluate employees; makes available and actively promotes employee learning opportunities.	Inspires exceptionally high level of team work among employees; consistently delegates responsibility and authority with challenging tasks; effectively utilizes evaluation process to motivate employees; actively promotes employee learning opportunities; Highly respected by peers as a leader.

COMMENTS:

JUDGMENT ABILITY; **The ability to analyze and interpret information and to reach effective, logical decisions.**				
☐	☐	☐	☑	☐
Unable to make decisions on own; takes too long to analyze and draw conclusions; decisions are often flawed or incorrect.	Often does not think problems through before arriving at a conclusion; displays minimal confidence in own judgment; depends too much on others when making decisions	Generally utilizes information effectively to reach satisfactory conclusions; decisions are generally made in a timely fashion.	Usually evaluates data quickly and accurately; decisions are usually clear cut and supported by facts; foresees potential negative outcomes of decisions and adjusts proactively.	Excellent at analyzing and interpreting data even under extreme pressure; assists others in analyzing a wide variety of data; decisions are extremely accurate and timely.

COMMENTS:

PROFESSIONALISM; **Demonstrates a support of the City's high standards through appropriate attitude, appearance, and knowledge.**				
☐	☐	☐	☑	☐
Displays a lack of familiarity with the basic aspects of the department or the status of projects; does not stay informed of subordinates' actions.	Lacks knowledge of some phases of departmental work; often unaware of what subordinates are doing or the status of projects within the department.	Adequately informed to perform job; satisfactorily stays abreast of the status of projects; maintains open communication lines with subordinates.	Understands and knows well almost all phases of work; knowledgeable on the status of projects and activities of subordinates.	Excellent resource person; well-informed on job-related topics and projects; can answer questions on subordinates' actions.

COMMENTS:

INITIATIVE; **The ability to recognize work that needs to be performed and originate new ideas or implement innovative methods.**				
☐	☐	☐	☐	☑
Resists change; avoids duties and responsibilities.	Follows a patterned routine way of performing tasks without concern for suggestions for improvement; fails to recognize work that needs to be done.	Effectively utilizes available time; accomplishes necessary tasks and duties in a timely fashion.	Able to assume additional duties beyond current responsibilities; often seeks out new solutions; strives to improve performance.	Resourceful in any situation with good follow-through; "self-starter" who generates work and takes on increasingly greater responsibility; constantly setting greater goals for development.

COMMENTS:

RELATIONSHIPS WITH OTHERS; **The ability to work harmoniously and cooperatively with co-workers and members of the general public.**				
☐	☐	☐	☐	☑
discourteous and non-cooperative manner; unwilling to help the public or co-workers; often antagonistic.	impatience or lack of empathy toward others; occasionally discourteous to others; helps others	courteous, pleasant, and tactful attitude; willing to help the public and co-workers.	help others; shows genuine concern for others.	tactful; excellent at establishing good will; respected by the public and even the most critical

COMMENTS:

WORK PERFORMANCE: **The ability to produce needed work both thoroughly and accurately in a timely manner.**				
☐	☐	☐	☑	☐
is consistently below standard; work is often shoddy, late, or both.	productivity is occasionally below standard; sometime produces sloppy work; work is occasionally	productivity meets standard in terms of what is required; quality of work product is usually accurate,	frequently exceeds more than is required; work product is consistently accurate, thorough, and	always exceeds more than is required; work product is exceptionally accurate, thorough,

COMMENTS:

SAFETY: **Adherence to the City's safety program and training procedures.**				
☐	☐	☐	☐	☑
following the safety program; equipment is not maintained or used in a safe and acceptable manner; work unit displays a serious lack of proper training.	for following the safety program; equipment is often not maintained or used in a safe and acceptable manner; work unit displays a lack of proper training in some areas.	program; equipment is maintained or used in a safe and acceptable manner; work unit displays adequate training.	safety regulations are followed and equipment is properly used and maintained. Training of the work unit has resulted in an excellent safety record.	level of safety in the work unit. Equipment is used and maintained exceptionally well. Future problems are anticipated and employees are trained to work with safety as a priority, resulting in a perfect safety record.

COMMENTS:

OVERALL RATING FOR PERFORMANCE DIMENSIONS: **Employee is working to achieve full potential.**				
☐	☐	☐	☑	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

PERFORMANCE OBJECTIVES

Performance objectives should be described in terms of quantity and/or quality and time frames. The objectives should be measurable, attainable, and set mutually between the City Manager and the Director.

Listed below are specific performance objectives that the Director committed to achieving during this past year. Please assess the incumbent's level of success using the following scoring system. After each of the Performance Objectives is scored, please make appropriate comments on each. Once each specific Performance Objective has been assessed and scored, please assign an overall rating for Performance Objectives in the specified box.

UNSATISFACTORY: Did not meet any of the outcomes related to the objective.

NEEDS IMPROVEMENT: Met some of the outcomes related to the objective, but deficiencies remain.

MEETS EXPECTATIONS: Met the basic outcomes related to the objective.

EXCEEDS EXPECTATIONS: Met all the outcomes related to the objective with a high level of quality and satisfaction.

CLEARLY OUTSTANDING: Met all the outcomes related to the objective with superior quality and satisfaction.

OBJECTIVE:

Improve management of City records to ensure continued compliance with State requirements.

RESULT:

Triaged records in City Clerk's offices following Hurricanes Helene and Milton; disposed of 810.4 cubic feet of records which had met retention requirements in records warehouse; developed formal Departmental Records Clerk training program and provided first training session; began providing basic records training at staff on-boarding tours; drafted records management plan; oversaw records request system (over 600 records requests in fiscal year); worked with Procurement to select online codification system to streamline management of Punta Gorda Code (implementation in progress).

☐	☐	☐	☐	☑
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

OBJECTIVE:

Coordinate with the Charlotte County Supervisor of Elections Office to administer the 2025 election cycle.

RESULT:

2024 Election Cycle: Served on the General Election canvassing board; provided election updates to residents in the Weekly Highlights Report.

2025 Election Cycle: Updated Candidate Packet materials; served as filing officer; completed qualifying processes; arranged agreements for polling locations; approved and ordered ballot materials; provided election updates to residents in the Weekly Highlights Report, at City Council meetings, on social media, and on City website.

☐	☐	☐	☑	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

OBJECTIVE:

Provide support for efficient management of City Council and City board meetings.

RESULT:

Attended and provided minutes for more than 40 City Council meetings (over 100 meeting hours).
Worked with Council to review proposed Rules of Procedure and make requested amendments.
Provided Councilmembers information on educational webinars and conferences.
Oversaw appointment process for board members.
Oversaw staff for attendance and production of minutes for more than 70 board meetings (more than 70 meeting hours), production of updated board training materials and bylaws, and initial appointee training sessions.

☐	☐	☐	☐	☑
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

OBJECTIVE:

Promote positive relationships and increased engagement with the community.

RESULT:

Organized first annual Neighborhood Fall Festival: collaboration of City staff with 16 nonprofit organizations to provide safe trick-or-treating, activities, and food for approximately 200 attendees.
Organized the first annual Citizens Summit including: representation of each department at booths to engage the community by providing information and soliciting feedback on capital improvement and customer service projects; provision of 4 informational presentations.
Participated in local Business Expo.
Worked with IT and City Manager on website redesign, including reorganization and new content.

☐	☐	☐	☐	☑

UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

OBJECTIVE:

RESULT:

☐	☐	☐	☐	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

OBJECTIVE:

RESULT:

☐	☐	☐	☐	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

OBJECTIVE:

RESULT:

☐	☐	☐	☑	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

PERFORMANCE OBJECTIVES:
Achieved all of the mutually agreed-upon goals and objectives for the evaluation period.

☐	☐	☐	☑	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

EVALUATOR'S COMMENTS:
Use this section to summarize the performance of the incumbent during the just-completed evaluation period.

Sara has the ability to multi-task during city council meetings & outside of meetings as well. Could work on projecting her voice while speaking. She is always professional when working with the public.

J. Pelz

EMPLOYEE'S COMMENTS:
I have reviewed this evaluation. My comments are noted below.

EMPLOYEE SIGNATURE: _____ **DATE:** _____

EVALUATOR SIGNATURE: _____ **DATE:** 10/24/2025

CITY OF PUNTA GORDA

PERFORMANCE EVALUATION: Exempt Supervisor/Manager/Director

PERSONNEL INFORMATION

Name: Sara Welch **Title:** City Clerk **Employee #:** 10548

Dept: City Clerk **Evaluator:** Greg Julian **Title:** Vice Mayor

Evaluation Period: 9/1/2024 **to** 8/31/2025 **Evaluation Date:** 10/19/25

Type of Evaluation: ☐ Initial Probation ■ Annual ☐ Promotion Probation ☐ Disciplinary

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Evaluation Instructions

For each Performance Dimension, please place a check mark in one of the boxes above the description that most closely characterizes the performance of the incumbent during the evaluation period.

COMPLIANCE WITH MANAGERIAL DIRECTIVES: **The ability to comprehend and implement directives in a dependable manner.**				
☐	☐	☐	☐	☒
Does not follow simple instructions correctly; very undependable.	Has trouble following directives correctly; rarely asks questions to clarify instructions; somewhat undependable.	Quite often follows directives correctly; can generally be counted on to carry out directives satisfactorily.	Can almost always be counted on to carry out directives accurately; even complicated oral directives have to be given only once.	Directives are followed accurately and correctly; even the most complex oral directives have to be given only once.

COMMENTS:

Sara has a superior grasp of the responsibilities of the Clerk's office and quickly comprehends and implements directives accurately and completely. She seeks clarification to ensure clear understanding of the directives.

PLANNING AND RESOURCE UTILIZATION: **The ability to develop appropriate goals and activities and identify resources needed to accomplish them.**				
☐	☐	☐	☐	☒
Rarely plans ahead; required to engage in "crisis management" in many cases; constantly fails to anticipate budget needs.	Occasionally fails to prepare and/or budget accurately for projects or departmental needs.	Accurately prepares, monitors, and controls project or departmental needs.	Planning efforts are thorough and concise; shows unusual insight into future needs.	Innovative in identifying future needs, budgeting for them and making the most effective use of resources.

COMMENTS:

ORAL COMMUNICATION: **The ability to verbally express ideas, information, and/or instructions clearly and concisely.**				
☐	☐	☐	☒	☐
Does not speak clearly; often very hard to follow train of thought; is a poor listener	Has some trouble speaking clearly and getting to the point; is not usually a good listener.	Speaks clearly; is able to get to the point; is usually a good listener; can usually be easily understood.	Confident speaker; skilled in activities such as instructing classes, debating issues, settling disputes or conducting difficult interviews; good listener.	Gives excellent speeches or presentations; can easily manage the most difficult and/or hostile communication situation; is an exceptional listener.

COMMENTS:

Sara is a superb communicator and clearly articulates matters before the City Council. She does an excellent job of assisting with the conduct of the council meetings, but could on occasion speak more assertively.

WRITTEN COMMUNICATION: **The ability to express ideas, information, and/or instructions clearly and concisely in writing.**				
☐	☐	☐	☐	☒
Does not write clearly; writing cannot be readily understood by most people	Has some difficulty writing clearly; writing requires more than one reading for clear understanding.	Writing is usually clear and coherent. Expresses simple technical material clearly and accurately.	Writing is very clear; gets directly to the point; expresses technical material clearly and accurately.	Writing is extremely clear; ideas are expressed especially well; even the most complex technical material is written exceptionally well.

COMMENTS:

All of Sara's written communications are clear and concise.

MANAGERIAL ABILITIES: **The ability to supervise, delegate and assert firm, effective control in leadership situations.**				
☐	☐	☐	☐	☒
Causes dissatisfaction within the work unit; is a poor role model and displays poor leadership behavior; evaluations often do not accurately reflect an employee's performance; offers very few employee development opportunities; does not delegate effectively.	Provides inconsistent direction to employees; employees do not usually work as a team; occasionally delegates effectively; somewhat careless when evaluating employee performance; offers employee development opportunities, but needs to do more.	Generally liked and respected by employees; is ethical and fair; able to take charge of difficult situations; leads and delegates effectively; employees are fairly evaluated; generally offers employees a range of training and development activities.	Highly respected by employees; sets excellent example; easily takes charge in most situations; leads and delegates very effectively; makes extra effort to accurately evaluate employees; makes available and actively promotes employee learning opportunities.	Inspires exceptionally high level of team work among employees; consistently delegates responsibility and authority with challenging tasks; effectively utilizes evaluation process to motivate employees; actively promotes employee learning opportunities; Highly respected by peers as a leader.

COMMENTS:

Sara does a superb job of managing the resources and personnel within the Clerk's office to produce top notch services for the City Council and City Manager. Her team goes above and beyond in the execution of their duties and enthusiastically use their initiative to make city events bigger and better than before.

JUDGMENT ABILITY; **The ability to analyze and interpret information and to reach effective, logical decisions.**				
☐	☐	☐	☐	☒
Unable to make decisions on own; takes too long to analyze and draw conclusions; decisions are often flawed or incorrect.	Often does not think problems through before arriving at a conclusion; displays minimal confidence in own judgment; depends too much on others when making decisions	Generally utilizes information effectively to reach satisfactory conclusions; decisions are generally made in a timely fashion.	Usually evaluates data quickly and accurately; decisions are usually clear cut and supported by facts; foresees potential negative outcomes of decisions and adjusts proactively.	Excellent at analyzing and interpreting data even under extreme pressure; assists others in analyzing a wide variety of data; decisions are extremely accurate and timely.

COMMENTS:

Sara always demonstrates sound judgement and makes good recommendations such as she did during the rewriting of the Rules of Proceedure for the newly formed council.

PROFESSIONALISM; **Demonstrates a support of the City's high standards through appropriate attitude, appearance, and knowledge.**				
☐	☐	☐	☐	☒
Displays a lack of familiarity with the basic aspects of the department or the status of projects; does not stay informed of subordinates' actions.	Lacks knowledge of some phases of departmental work; often unaware of what subordinates are doing or the status of projects within the department.	Adequately informed to perform job; satisfactorily stays abreast of the status of projects; maintains open communication lines with subordinates.	Understands and knows well almost all phases of work; knowledgeable on the status of projects and activities of subordinates.	Excellent resource person; well-informed on job-related topics and projects; can answer questions on subordinates' actions.

COMMENTS:

Sara's joyful attitude and professional appearance are reflected in her staff and their interactions with Council members. Her team is very knowledgeable on all aspects of their role.

INITIATIVE; **The ability to recognize work that needs to be performed and originate new ideas or implement innovative methods.**				
☐	☐	☐	☐	☒
Resists change; avoids duties and responsibilities.	Follows a patterned routine way of performing tasks without concern for suggestions for improvement; fails to recognize work that needs to be done.	Effectively utilizes available time; accomplishes necessary tasks and duties in a timely fashion.	Able to assume additional duties beyond current responsibilities; often seeks out new solutions; strives to improve performance.	Resourceful in any situation with good follow-through; "self-starter" who generates work and takes on increasingly greater responsibility; constantly setting greater goals for development.

COMMENTS:

Sara takes on the toughest tasks and ensures that they are completed accurately and flawlessly. Sara has proven to be a strong role model for her teammates. Her "can-do" attitude provides and atmosphere that assures the job will get done right the first time.

RELATIONSHIPS WITH OTHERS; **The ability to work harmoniously and cooperatively with co-workers and members of the general public.**				
☐	☐	☐	☐	☒
discourteous and non-cooperative manner; unwilling to help the public or co-workers; often antagonistic.	impatience or lack of empathy toward others; occasionally discourteous to others; helps others	courteous, pleasant, and tactful attitude; willing to help the public and co-workers.	help others; shows genuine concern for others.	tactful; excellent at establishing good will; respected by the public and even the most critical

COMMENTS:

Sara has created a highly effective team that has encouraged numerous sponsors to support community events and respond quickly and effectively to a tremendous number of public information requests.

WORK PERFORMANCE: **The ability to produce needed work both thoroughly and accurately in a timely manner.**				
☐	☐	☐	☐	☒
is consistently below standard; work is often shoddy, late, or both.	productivity is occasionally below standard; sometime produces sloppy work; work is occasionally	productivity meets standard in terms of what is required; quality of work product is usually accurate;	frequently exceeds more than is required; work product is consistently accurate, thorough, and	always exceeds more than is required; work product is exceptionally accurate, thorough,

COMMENTS:

Sara's team has stepped up their efforts to produce minutes for all council and board meetings, as well as the additional workload from all the public workshops that we have added this year. In addition to the work she does to support the Supervisor of Elections and new candidates. She produced a very thorough and helpful guidebook for new candidates.

SAFETY: **Adherence to the City's safety program and training procedures.**				
☐	☐	☐	☐	☒
following the safety program; equipment is not maintained or used in a safe and acceptable manner; work unit displays a serious lack of proper training.	for following the safety program, equipment is often not maintained or used in a safe and acceptable manner; work unit displays a lack of proper training in some areas.	program; equipment is maintained or used in a safe and acceptable manner; work unit displays adequate training.	safety regulations are followed and equipment is properly used and maintained. Training of the work unit has resulted in an excellent safety record.	level of safety in the work unit. Equipment is used and maintained exceptionally well. Future problems are anticipated and employees are trained to work with safety as a priority, resulting in a perfect safety record.

COMMENTS:

Sara and her team adhere to the City's safety program and training requirements to ensure they remain healthy and safe, especially through all the moves her staff did after the hurricanes damaged their workspaces.

PERFORMANCE OBJECTIVES

Performance objectives should be described in terms of quantity and/or quality and time frames. The objectives should be measurable, attainable, and set mutually between the City Manager and the Director.

Listed below are specific performance objectives that the Director committed to achieving during this past year. Please assess the incumbent's level of success using the following scoring system. After each of the Performance Objectives is scored, please make appropriate comments on each. Once each specific Performance Objective has been assessed and scored, please assign an overall rating for Performance Objectives in the specified box.

UNSATISFACTORY: Did not meet any of the outcomes related to the objective.

NEEDS IMPROVEMENT: Met some of the outcomes related to the objective, but deficiencies remain.

MEETS EXPECTATIONS: Met the basic outcomes related to the objective.

EXCEEDS EXPECTATIONS: Met all the outcomes related to the objective with a high level of quality and satisfaction.

CLEARLY OUTSTANDING: Met all the outcomes related to the objective with superior quality and satisfaction.

OBJECTIVE:

Improve management of City records to ensure continued compliance with State requirements.

RESULT:

Triaged records in City Clerk's offices following Hurricanes Helene and Milton; disposed of 810.4 cubic feet of records which had met retention requirements in records warehouse; developed formal Departmental Records Clerk training program and provided first training session; began providing basic records training at staff on-boarding tours; drafted records management plan; oversaw records request system (over 600 records requests in fiscal year); worked with Procurement to select online codification system to streamline management of Punta Gorda Code (implementation in progress).

☐	☐	☐	☐	☒
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

OBJECTIVE:

Coordinate with the Charlotte County Supervisor of Elections Office to administer the 2025 election cycle.

RESULT:

2024 Election Cycle: Served on the General Election canvassing board; provided election updates to residents in the Weekly Highlights Report.
2025 Election Cycle: Updated Candidate Packet materials; served as filing officer; completed qualifying processes; arranged agreements for polling locations; approved and ordered ballot materials; provided election updates to residents in the Weekly Highlights Report, at City Council meetings, on social media, and on City website.

OVERALL RATING FOR PERFORMANCE DIMENSIONS: **Employee is working to achieve full potential.**				
☐	☐	☐	☐	☒
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

☐	☐	☐	☐	☒
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

OBJECTIVE:

Provide support for efficient management of City Council and City board meetings.

RESULT:

Attended and provided minutes for more than 40 City Council meetings (over 100 meeting hours).
Worked with Council to review proposed Rules of Procedure and make requested amendments.
Provided Councilmembers information on educational webinars and conferences.
Oversaw appointment process for board members.
Oversaw staff for attendance and production of minutes for more than 70 board meetings (more than 70 meeting hours), production of updated board training materials and bylaws, and initial appointee training sessions.

☐	☐	☐	☐	☒
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

OBJECTIVE:

Promote positive relationships and increased engagement with the community.

RESULT:

Organized first annual Neighborhood Fall Festival: collaboration of City staff with 16 nonprofit organizations to provide safe trick-or-treating, activities, and food for approximately 200 attendees.
Organized the first annual Citizens Summit including: representation of each department at booths to engage the community by providing information and soliciting feedback on capital improvement and customer service projects; provision of 4 informational presentations.
Participated in local Business Expo.
Worked with IT and City Manager on website redesign, including reorganization and new content.

☐	☐	☐	☐	☒

UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

OBJECTIVE:

RESULT:

☐	☐	☐	☐	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

OBJECTIVE:

RESULT:

☐	☐	☐	☐	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

OBJECTIVE:

RESULT:

☐	☐	☐	☐	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

PERFORMANCE OBJECTIVES:

Achieved all of the mutually agreed-upon goals and objectives for the evaluation period.

☐	☐	☐	☐	☒
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

EVALUATOR'S COMMENTS:

Use this section to summarize the performance of the incumbent during the just-completed evaluation period.

An absolutely outstanding performance as the City's Clerk. Bright, articulate, energetic, thoroughly versed in all aspects of her profession, a model of personal and professional ethics, and totally dedicated to her job as well as caring for others and especially her family.

EMPLOYEE'S COMMENTS:
I have reviewed this evaluation. My comments are noted below.

EMPLOYEE SIGNATURE: _____ **DATE:** _____

EVALUATOR SIGNATURE: Greg Julian **DATE:** 10/19/2025

CITY OF PUNTA GORDA

PERFORMANCE EVALUATION: Exempt Supervisor/Manager/Director

PERSONNEL INFORMATION

Name: Sara Welch **Title:** City Clerk **Employee #:** 10548

Dept: City Clerk **Evaluator:** Deborah Lux **Title:** Mayor

Evaluation Period: 9/1/2024 **to** 8/31/2025 **Evaluation Date:** 10/24/2025

Type of Evaluation: ☐ **Initial Probation** ■ **Annual** ☐ **Promotion Probation** ☐ **Disciplinary**

Evaluation Instructions

For each Performance Dimension, please place a check mark in one of the boxes above the description that most closely characterizes the performance of the incumbent during the evaluation period.

COMPLIANCE WITH MANAGERIAL DIRECTIVES: **The ability to comprehend and implement directives in a dependable manner.**				
☐	☐	☐	☐	☒
Does not follow simple instructions correctly; very undependable.	Has trouble following directives correctly; rarely asks questions to clarify instructions; somewhat undependable.	Quite often follows directives correctly; can generally be counted on to carry out directives satisfactorily.	Can almost always be counted on to carry out directives accurately; even complicated oral directives have to be given only once.	Directives are followed accurately and correctly; even the most complex oral directives have to be given only once.

COMMENTS:

PLANNING AND RESOURCE UTILIZATION: **The ability to develop appropriate goals and activities and identify resources needed to accomplish them.**				
☐	☐	☐	☒	☐
Rarely plans ahead; required to engage in "crisis management" in many cases; constantly fails to anticipate budget needs.	Occasionally fails to prepare and/or budget accurately for projects or departmental needs.	Accurately prepares, monitors, and controls project or departmental needs.	Planning efforts are thorough and concise; shows unusual insight into future needs.	Innovative in identifying future needs, budgeting for them and making the most effective use of resources.

COMMENTS:

With all the additional requirements added with the additional workshops, Sara managed them quite well.

ORAL COMMUNICATION:

The ability to verbally express ideas, information, and/or instructions clearly and concisely.

☐	☐	☐	☐	☒
Does not speak clearly; often very hard to follow train of thought; is a poor listener	Has some trouble speaking clearly and getting to the point; is not usually a good listener.	Speaks clearly; is able to get to the point; is usually a good listener; can usually be easily understood.	Confident speaker; skilled in activities such as instructing classes, debating issues, settling disputes or conducting difficult interviews; good listener.	Gives excellent speeches or presentations; can easily manage the most difficult and/or hostile communication situation; is an exceptional listener.

COMMENTS:

WRITTEN COMMUNICATION:

The ability to express ideas, information, and/or instructions clearly and concisely in writing.

☐	☐	☐	☐	☒
Does not write clearly; writing cannot be readily understood by most people	Has some difficulty writing clearly; writing requires more than one reading for clear understanding.	Writing is usually clear and coherent. Expresses simple technical material clearly and accurately.	Writing is very clear; gets directly to the point; expresses technical material clearly and accurately.	Writing is extremely clear; ideas are expressed especially well; even the most complex technical material is written exceptionally well.

COMMENTS:

MANAGERIAL ABILITIES:

The ability to supervise, delegate and assert firm, effective control in leadership situations.

☐	☐	☐	☒	☐
Causes dissatisfaction within the work unit; is a poor role model and displays poor leadership behavior; evaluations often do not accurately reflect an employee's performance; offers very few employee development opportunities; does not delegate effectively.	Provides inconsistent direction to employees; employees do not usually work as a team; occasionally delegates effectively; somewhat careless when evaluating employee performance; offers employee development opportunities, but needs to do more.	Generally liked and respected by employees; is ethical and fair; able to take charge of difficult situations; leads and delegates effectively; employees are fairly evaluated; generally offers employees a range of training and development activities.	Highly respected by employees; sets excellent example; easily takes charge in most situations; leads and delegates very effectively; makes extra effort to accurately evaluate employees; makes available and actively promotes employee learning opportunities.	Inspires exceptionally high level of team work among employees; consistently delegates responsibility and authority with challenging tasks; effectively utilizes evaluation process to motivate employees; actively promotes employee learning opportunities; Highly respected by peers as a leader.

COMMENTS:

JUDGMENT ABILITY; **The ability to analyze and interpret information and to reach effective, logical decisions.**				
☐	☐	☐	☒	☐
Unable to make decisions on own; takes too long to analyze and draw conclusions; decisions are often flawed or incorrect.	Often does not think problems through before arriving at a conclusion; displays minimal confidence in own judgment; depends too much on others when making decisions	Generally utilizes information effectively to reach satisfactory conclusions; decisions are generally made in a timely fashion.	Usually evaluates data quickly and accurately; decisions are usually clear cut and supported by facts; foresees potential negative outcomes of decisions and adjusts proactively.	Excellent at analyzing and interpreting data even under extreme pressure; assists others in analyzing a wide variety of data; decisions are extremely accurate and timely.

COMMENTS:

PROFESSIONALISM; **Demonstrates a support of the City's high standards through appropriate attitude, appearance, and knowledge.**				
☐	☐	☐	☐	☒
Displays a lack of familiarity with the basic aspects of the department or the status of projects; does not stay informed of subordinates' actions.	Lacks knowledge of some phases of departmental work; often unaware of what subordinates are doing or the status of projects within the department.	Adequately informed to perform job; satisfactorily stays abreast of the status of projects; maintains open communication lines with subordinates.	Understands and knows well almost all phases of work; knowledgeable on the status of projects and activities of subordinates.	Excellent resource person; well-informed on job-related topics and projects; can answer questions on subordinates' actions.

COMMENTS:

Even under stressful situations Sara always has a smile. I have never heard a complaint from her.

INITIATIVE; **The ability to recognize work that needs to be performed and originate new ideas or implement innovative methods.**				
☐	☐	☐	☒	☐
Resists change; avoids duties and responsibilities.	Follows a patterned routine way of performing tasks without concern for suggestions for improvement; fails to recognize work that needs to be done.	Effectively utilizes available time; accomplishes necessary tasks and duties in a timely fashion.	Able to assume additional duties beyond current responsibilities; often seeks out new solutions; strives to improve performance.	Resourceful in any situation with good follow-through; "self-starter" who generates work and takes on increasingly greater responsibility; constantly setting greater goals for development.

COMMENTS:

RELATIONSHIPS WITH OTHERS; **The ability to work harmoniously and cooperatively with co-workers and members of the general public.**				
☐	☐	☐	☐	☒
discourteous and non-cooperative manner; unwilling to help the public or co-workers; often antagonistic.	impatience or lack of empathy toward others; occasionally discourteous to others; helps others	courteous, pleasant, and tactful attitude; willing to help the public and co-workers.	help others; shows genuine concern for others.	tactful; excellent at establishing good will; respected by the public and even the most critical

COMMENTS:

Walking into her office area, everyone seems to be happy. It looks like a great work environment.

WORK PERFORMANCE: **The ability to produce needed work both thoroughly and accurately in a timely manner.**				
☐	☐	☐	☒	☐
is consistently below standard; work is often shoddy, late, or both.	productivity is occasionally below standard; sometime produces sloppy work; work is occasionally	productivity meets standard in terms of what is required; quality of work product is usually accurate,	frequently exceeds more than is required; work product is consistently accurate, thorough, and	always exceeds more than is required; work product is exceptionally accurate, thorough,

COMMENTS:

SAFETY: **Adherence to the City's safety program and training procedures.**				
☐	☐	☒	☒	☐
following the safety program; equipment is not maintained or used in a safe and acceptable manner; work unit displays a serious lack of proper training.	for following the safety program; equipment is often not maintained or used in a safe and acceptable manner; work unit displays a lack of proper training in some areas.	program; equipment is maintained or used in a safe and acceptable manner; work unit displays adequate training.	safety regulations are followed and equipment is properly used and maintained. Training of the work unit has resulted in an excellent safety record.	level of safety in the work unit. Equipment is used and maintained exceptionally well. Future problems are anticipated and employees are trained to work with safety as a priority, resulting in a perfect safety record.

COMMENTS:

OVERALL RATING FOR PERFORMANCE DIMENSIONS: **Employee is working to achieve full potential.**				
☐	☐	☐	☒	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

PERFORMANCE OBJECTIVES

Performance objectives should be described in terms of quantity and/or quality and time frames. The objectives should be measurable, attainable, and set mutually between the City Manager and the Director.

Listed below are specific performance objectives that the Director committed to achieving during this past year. Please assess the incumbent's level of success using the following scoring system. After each of the Performance Objectives is scored, please make appropriate comments on each. Once each specific Performance Objective has been assessed and scored, please assign an overall rating for Performance Objectives in the specified box.

UNSATISFACTORY: Did not meet any of the outcomes related to the objective.

NEEDS IMPROVEMENT: Met some of the outcomes related to the objective, but deficiencies remain.

MEETS EXPECTATIONS: Met the basic outcomes related to the objective.

EXCEEDS EXPECTATIONS: Met all the outcomes related to the objective with a high level of quality and satisfaction.

CLEARLY OUTSTANDING: Met all the outcomes related to the objective with superior quality and satisfaction.

OBJECTIVE:

Improve management of City records to ensure continued compliance with State requirements.

RESULT:

Triaged records in City Clerk's offices following Hurricanes Helene and Milton; disposed of 810.4 cubic feet of records which had met retention requirements in records warehouse; developed formal Departmental Records Clerk training program and provided first training session; began providing basic records training at staff on-boarding tours; drafted records management plan; oversaw records request system (over 600 records requests in fiscal year); worked with Procurement to select online codification system to streamline management of Punta Gorda Code (implementation in progress).

Sara remained dedicated to her work commitments even in midst of hurricanes.

☐	☐	☐	☒	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

OBJECTIVE:

Coordinate with the Charlotte County Supervisor of Elections Office to administer the 2025 election cycle.

RESULT:

2024 Election Cycle: Served on the General Election canvassing board; provided election updates to residents in the Weekly Highlights Report.

2025 Election Cycle: Updated Candidate Packet materials; served as filing officer; completed qualifying processes; arranged agreements for polling locations; approved and ordered ballot materials; provided election updates to residents in the Weekly Highlights Report, at City Council meetings, on social media, and on City website.

☐	☐	☒	☐	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

OBJECTIVE:

Provide support for efficient management of City Council and City board meetings.

RESULT:

Attended and provided minutes for more than 40 City Council meetings (over 100 meeting hours).
Worked with Council to review proposed Rules of Procedure and make requested amendments.
Provided Councilmembers information on educational webinars and conferences.
Oversaw appointment process for board members.
Oversaw staff for attendance and production of minutes for more than 70 board meetings (more than 70 meeting hours), production of updated board training materials and bylaws, and initial appointee training sessions.

☐	☐	☐	☒	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

OBJECTIVE:

Promote positive relationships and increased engagement with the community.

RESULT:

Organized first annual Neighborhood Fall Festival: collaboration of City staff with 16 nonprofit organizations to provide safe trick-or-treating, activities, and food for approximately 200 attendees.
Organized the first annual Citizens Summit including: representation of each department at booths to engage the community by providing information and soliciting feedback on capital improvement and customer service projects; provision of 4 informational presentations.
Participated in local Business Expo.
Worked with IT and City Manager on website redesign, including reorganization and new content.

☐	☐	☐	☐	☒

UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

OBJECTIVE:

RESULT:

☐	☐	☐	☐	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

OBJECTIVE:

RESULT:

☐	☐	☐	☐	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

OBJECTIVE:

RESULT:

☐	☐	☐	☐	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

PERFORMANCE OBJECTIVES:

Achieved all of the mutually agreed-upon goals and objectives for the evaluation period.

☐	☐	☐	☒	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

EVALUATOR'S COMMENTS:

Use this section to summarize the performance of the incumbent during the just-completed evaluation period.

Sara brings smiles wherever she goes and remains calm under pressure — a true asset to our workplace. Her workload has grown tremendously, not only because of hurricane-related challenges but also due to the increasing number of workshops that require detailed minutes and preparation. Beyond what the public or council may see, Sara and her staff manage countless "behind-the-scenes" tasks that are essential to keeping our city running smoothly. Her dedication, professionalism, and positive spirit make a real difference every day.

EMPLOYEE'S COMMENTS:
I have reviewed this evaluation. My comments are noted below.

EMPLOYEE SIGNATURE: _____ **DATE:** _____

EVALUATOR SIGNATURE: _____ **DATE:** 24 OCT 25

CITY OF PUNTA GORDA

PERFORMANCE EVALUATION: Exempt Supervisor/Manager/Director

PERSONNEL INFORMATION

Name: Sara Welch **Title:** City Clerk **Employee #:** 10548

Dept: City Clerk **Evaluator:** Janis Denton **Title:** Councilmember

Evaluation Period: 9/1/2024 **to** 8/31/2025 **Evaluation Date:** 10/23/2025

Type of Evaluation: ☐ **Initial Probation** ■ **Annual** ☐ **Promotion Probation** ☐ **Disciplinary**

Evaluation Instructions

For each Performance Dimension, please place a check mark in one of the boxes above the description that most closely characterizes the performance of the incumbent during the evaluation period.

COMPLIANCE WITH MANAGERIAL DIRECTIVES: **The ability to comprehend and implement directives in a dependable manner.**				
☐	☐	☐	☒	☐
Does not follow simple instructions correctly; very undependable.	Has trouble following directives correctly; rarely asks questions to clarify instructions; somewhat undependable.	Quite often follows directives correctly; can generally be counted on to carry out directives satisfactorily.	Can almost always be counted on to carry out directives accurately; even complicated oral directives have to be given only once.	Directives are followed accurately and correctly; even the most complex oral directives have to be given only once.

COMMENTS:

PLANNING AND RESOURCE UTILIZATION: **The ability to develop appropriate goals and activities and identify resources needed to accomplish them.**				
☐	☐	☐	☒	☐
Rarely plans ahead; required to engage in “crisis management” in many cases; constantly fails to anticipate budget needs.	Occasionally fails to prepare and/or budget accurately for projects or departmental needs.	Accurately prepares, monitors, and controls project or departmental needs.	Planning efforts are thorough and concise; shows unusual insight into future needs.	Innovative in identifying future needs, budgeting for them and making the most effective use of resources.

COMMENTS:

ORAL COMMUNICATION: **The ability to verbally express ideas, information, and/or instructions clearly and concisely.**				
☐	☐	☒	☐	☐
Does not speak clearly; often very hard to follow train of thought; is a poor listener	Has some trouble speaking clearly and getting to the point; is not usually a good listener.	Speaks clearly; is able to get to the point; is usually a good listener; can usually be easily understood.	Confident speaker; skilled in activities such as instructing classes, debating issues, settling disputes or conducting difficult interviews; good listener.	Gives excellent speeches or presentations; can easily manage the most difficult and/or hostile communication situation; is an exceptional listener.

COMMENTS:

I don't have experience with this aspect of Sara's job.

WRITTEN COMMUNICATION: **The ability to express ideas, information, and/or instructions clearly and concisely in writing.**				
☐	☐	☐	☒	☐
Does not write clearly; writing cannot be readily understood by most people	Has some difficulty writing clearly; writing requires more than one reading for clear understanding.	Writing is usually clear and coherent. Expresses simple technical material clearly and accurately.	Writing is very clear; gets directly to the point; expresses technical material clearly and accurately.	Writing is extremely clear; ideas are expressed especially well; even the most complex technical material is written exceptionally well.

COMMENTS:

MANAGERIAL ABILITIES: **The ability to supervise, delegate and assert firm, effective control in leadership situations.**				
☐	☐	☒	☐	☐
Causes dissatisfaction within the work unit; is a poor role model and displays poor leadership behavior; evaluations often do not accurately reflect an employee's performance; offers very few employee development opportunities; does not delegate effectively.	Provides inconsistent direction to employees; employees do not usually work as a team; occasionally delegates effectively; somewhat careless when evaluating employee performance; offers employee development opportunities, but needs to do more.	Generally liked and respected by employees; is ethical and fair; able to take charge of difficult situations; leads and delegates effectively; employees are fairly evaluated; generally offers employees a range of training and development activities.	Highly respected by employees; sets excellent example; easily takes charge in most situations; leads and delegates very effectively; makes extra effort to accurately evaluate employees; makes available and actively promotes employee learning opportunities.	Inspires exceptionally high level of team work among employees; consistently delegates responsibility and authority with challenging tasks; effectively utilizes evaluation process to motivate employees; actively promotes employee learning opportunities; Highly respected by peers as a leader.

COMMENTS:

JUDGMENT ABILITY;

The ability to analyze and interpret information and to reach effective, logical decisions.

☐	☐	☐	☒	☐
Unable to make decisions on own; takes too long to analyze and draw conclusions; decisions are often flawed or incorrect.	Often does not think problems through before arriving at a conclusion; displays minimal confidence in own judgment; depends too much on others when making decisions	Generally utilizes information effectively to reach satisfactory conclusions; decisions are generally made in a timely fashion.	Usually evaluates data quickly and accurately; decisions are usually clear cut and supported by facts; foresees potential negative outcomes of decisions and adjusts proactively.	Excellent at analyzing and interpreting data even under extreme pressure; assists others in analyzing a wide variety of data; decisions are extremely accurate and timely.

COMMENTS:

PROFESSIONALISM;

Demonstrates a support of the City's high standards through appropriate attitude, appearance, and knowledge.

☐	☐	☐	☒	☐
Displays a lack of familiarity with the basic aspects of the department or the status of projects; does not stay informed of subordinates' actions.	Lacks knowledge of some phases of departmental work; often unaware of what subordinates are doing or the status of projects within the department.	Adequately informed to perform job; satisfactorily stays abreast of the status of projects; maintains open communication lines with subordinates.	Understands and knows well almost all phases of work; knowledgeable on the status of projects and activities of subordinates.	Excellent resource person; well-informed on job-related topics and projects; can answer questions on subordinates' actions.

COMMENTS:

INITIATIVE;

The ability to recognize work that needs to be performed and originate new ideas or implement innovative methods.

☐	☐	☐	☒	☐
Resists change; avoids duties and responsibilities.	Follows a patterned routine way of performing tasks without concern for suggestions for improvement; fails to recognize work that needs to be done.	Effectively utilizes available time; accomplishes necessary tasks and duties in a timely fashion.	Able to assume additional duties beyond current responsibilities; often seeks out new solutions; strives to improve performance.	Resourceful in any situation with good follow-through; "self-starter" who generates work and takes on increasingly greater responsibility; constantly setting greater goals for development.

COMMENTS:

RELATIONSHIPS WITH OTHERS; **The ability to work harmoniously and cooperatively with co-workers and members of the general public.**				
☐	☐	☐	☒	☐
discourteous and non-cooperative manner; unwilling to help the public or co-workers; often antagonistic.	impatience or lack of empathy toward others; occasionally discourteous to others; helps others	courteous, pleasant, and tactful attitude; willing to help the public and co-workers.	help others; shows genuine concern for others.	tactful; excellent at establishing good will; respected by the public and even the most critical

COMMENTS:

WORK PERFORMANCE: **The ability to produce needed work both thoroughly and accurately in a timely manner.**				
☐	☐	☐	☒	☐
is consistently below standard; work is often shoddy, late, or both.	productivity is occasionally below standard; sometime produces sloppy work; work is occasionally	productivity meets standard in terms of what is required; quality of work product is usually accurate,	frequently exceeds more than is required; work product is consistently accurate, thorough, and	always exceeds more than is required; work product is exceptionally accurate, thorough,

COMMENTS:

SAFETY: **Adherence to the City's safety program and training procedures.**				
☐	☐	☒	☒	☐
following the safety program; equipment is not maintained or used in a safe and acceptable manner; work unit displays a serious lack of proper training.	for following the safety program; equipment is often not maintained or used in a safe and acceptable manner; work unit displays a lack of proper training in some areas.	program; equipment is maintained or used in a safe and acceptable manner; work unit displays adequate training.	safety regulations are followed and equipment is properly used and maintained. Training of the work unit has resulted in an excellent safety record.	level of safety in the work unit. Equipment is used and maintained exceptionally well. Future problems are anticipated and employees are trained to work with safety as a priority, resulting in a perfect safety record.

COMMENTS:

OVERALL RATING FOR PERFORMANCE DIMENSIONS: **Employee is working to achieve full potential.**				
☐	☐	☐	☒	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

PERFORMANCE OBJECTIVES

Performance objectives should be described in terms of quantity and/or quality and time frames. The objectives should be measurable, attainable, and set mutually between the City Manager and the Director.

Listed below are specific performance objectives that the Director committed to achieving during this past year. Please assess the incumbent's level of success using the following scoring system. After each of the Performance Objectives is scored, please make appropriate comments on each. Once each specific Performance Objective has been assessed and scored, please assign an overall rating for Performance Objectives in the specified box.

UNSATISFACTORY: Did not meet any of the outcomes related to the objective.

NEEDS IMPROVEMENT: Met some of the outcomes related to the objective, but deficiencies remain.

MEETS EXPECTATIONS: Met the basic outcomes related to the objective.

EXCEEDS EXPECTATIONS: Met all the outcomes related to the objective with a high level of quality and satisfaction.

CLEARLY OUTSTANDING: Met all the outcomes related to the objective with superior quality and satisfaction.

OBJECTIVE:

Improve management of City records to ensure continued compliance with State requirements.

RESULT:

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☐	☐	☐	☒	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

OBJECTIVE:

Coordinate with the Charlotte County Supervisor of Elections Office to administer the 2025 election cycle.

RESULT:

2024 Election Cycle: Served on the General Election canvassing board; provided election updates to residents in the Weekly Highlights Report.

2025 Election Cycle: Updated Candidate Packet materials; served as filing officer; completed qualifying processes; arranged agreements for polling locations; approved and ordered ballot materials; provided election updates to residents in the Weekly Highlights Report, at City Council meetings, on social media, and on City website.

☐	☐	☒	☐	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

OBJECTIVE:

Provide support for efficient management of City Council and City board meetings.

RESULT:

Attended and provided minutes for more than 40 City Council meetings (over 100 meeting hours).
Worked with Council to review proposed Rules of Procedure and make requested amendments.
Provided Councilmembers information on educational webinars and conferences.
Oversaw appointment process for board members.
Oversaw staff for attendance and production of minutes for more than 70 board meetings (more than 70 meeting hours), production of updated board training materials and bylaws, and initial appointee training sessions.

☐	☐	☐	☒	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

OBJECTIVE:

Promote positive relationships and increased engagement with the community.

RESULT:

Organized first annual Neighborhood Fall Festival: collaboration of City staff with 16 nonprofit organizations to provide safe trick-or-treating, activities, and food for approximately 200 attendees.
Organized the first annual Citizens Summit including: representation of each department at booths to engage the community by providing information and soliciting feedback on capital improvement and customer service projects; provision of 4 informational presentations.
Participated in local Business Expo.
Worked with IT and City Manager on website redesign, including reorganization and new content.

☐	☐	☐	☒	☐

UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

OBJECTIVE:

RESULT:

☐	☐	☐	☐	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

OBJECTIVE:

RESULT:

☐	☐	☐	☐	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

OBJECTIVE:

RESULT:

☐	☐	☐	☐	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

PERFORMANCE OBJECTIVES:
Achieved all of the mutually agreed-upon goals and objectives for the evaluation period.

☐	☐	☐	☒	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

EVALUATOR'S COMMENTS:
Use this section to summarize the performance of the incumbent during the just-completed evaluation period.

EMPLOYEE'S COMMENTS:
I have reviewed this evaluation. My comments are noted below.

EMPLOYEE SIGNATURE: _____ **DATE:** _____

EVALUATOR SIGNATURE: Janis Denton **DATE:** 10/23/2025

CITY OF PUNTA GORDA

PERFORMANCE EVALUATION: Exempt Supervisor/Manager/Director

PERSONNEL INFORMATION

Name: Sara Welch **Title:** City Clerk **Employee #:** 10548

Dept: City Clerk **Evaluator:** Melissa Lockhart **Title:** Councilmember

Evaluation Period: 9/1/2024 **to** 8/31/2025 **Evaluation Date:** 10/16/2025

Type of Evaluation: ☐ **Initial Probation** ■ **Annual** ☐ **Promotion Probation** ☐ **Disciplinary**

Evaluation Instructions

For each Performance Dimension, please place a check mark in one of the boxes above the description that most closely characterizes the performance of the incumbent during the evaluation period.

COMPLIANCE WITH MANAGERIAL DIRECTIVES: **The ability to comprehend and implement directives in a dependable manner.**				
☐	☐	☐	☐	☑
Does not follow simple instructions correctly; very undependable.	Has trouble following directives correctly; rarely asks questions to clarify instructions; somewhat undependable.	Quite often follows directives correctly; can generally be counted on to carry out directives satisfactorily.	Can almost always be counted on to carry out directives accurately; even complicated oral directives have to be given only once.	Directives are followed accurately and correctly; even the most complex oral directives have to be given only once.

COMMENTS:

Sara does a great job, right now her office has been inundated with more work from council because of the increased workshops etc.

PLANNING AND RESOURCE UTILIZATION: **The ability to develop appropriate goals and activities and identify resources needed to accomplish them.**				
☐	☐	☐	☑	☐
Rarely plans ahead; required to engage in “crisis management” in many cases; constantly fails to anticipate budget needs.	Occasionally fails to prepare and/or budget accurately for projects or departmental needs.	Accurately prepares, monitors, and controls project or departmental needs.	Planning efforts are thorough and concise; shows unusual insight into future needs.	Innovative in identifying future needs, budgeting for them and making the most effective use of resources.

COMMENTS:

ORAL COMMUNICATION: **The ability to verbally express ideas, information, and/or instructions clearly and concisely.**				
☐	☐	☐	☒	☐
Does not speak clearly; often very hard to follow train of thought; is a poor listener	Has some trouble speaking clearly and getting to the point; is not usually a good listener.	Speaks clearly; is able to get to the point; is usually a good listener; can usually be easily understood.	Confident speaker; skilled in activities such as instructing classes, debating issues, settling disputes or conducting difficult interviews; good listener.	Gives excellent speeches or presentations; can easily manage the most difficult and/or hostile communication situation; is an exceptional listener.

COMMENTS:

I have noticed more confidence in her speaking.

WRITTEN COMMUNICATION: **The ability to express ideas, information, and/or instructions clearly and concisely in writing.**				
☐	☐	☐	☒	☐
Does not write clearly; writing cannot be readily understood by most people	Has some difficulty writing clearly; writing requires more than one reading for clear understanding.	Writing is usually clear and coherent. Expresses simple technical material clearly and accurately.	Writing is very clear; gets directly to the point; expresses technical material clearly and accurately.	Writing is extremely clear; ideas are expressed especially well; even the most complex technical material is written exceptionally well.

COMMENTS:

MANAGERIAL ABILITIES: **The ability to supervise, delegate and assert firm, effective control in leadership situations.**				
☐	☐	☐	☒	☐
Causes dissatisfaction within the work unit; is a poor role model and displays poor leadership behavior; evaluations often do not accurately reflect an employee's performance; offers very few employee development opportunities; does not delegate effectively.	Provides inconsistent direction to employees; employees do not usually work as a team; occasionally delegates effectively; somewhat careless when evaluating employee performance; offers employee development opportunities, but needs to do more.	Generally liked and respected by employees; is ethical and fair; able to take charge of difficult situations; leads and delegates effectively; employees are fairly evaluated; generally offers employees a range of training and development activities.	Highly respected by employees; sets excellent example; easily takes charge in most situations; leads and delegates very effectively; makes extra effort to accurately evaluate employees; makes available and actively promotes employee learning opportunities.	Inspires exceptionally high level of team work among employees; consistently delegates responsibility and authority with challenging tasks; effectively utilizes evaluation process to motivate employees; actively promotes employee learning opportunities; Highly respected by peers as a leader.

COMMENTS:

Although I do not see her in the day to day duties, when I have observed her office it seems everyone respects Sara and works effectively.

JUDGMENT ABILITY; **The ability to analyze and interpret information and to reach effective, logical decisions.**				
☐	☐	☐	☒	☐
Unable to make decisions on own; takes too long to analyze and draw conclusions; decisions are often flawed or incorrect.	Often does not think problems through before arriving at a conclusion; displays minimal confidence in own judgment; depends too much on others when making decisions	Generally utilizes information effectively to reach satisfactory conclusions; decisions are generally made in a timely fashion.	Usually evaluates data quickly and accurately; decisions are usually clear cut and supported by facts; foresees potential negative outcomes of decisions and adjusts proactively.	Excellent at analyzing and interpreting data even under extreme pressure; assists others in analyzing a wide variety of data; decisions are extremely accurate and timely.

COMMENTS:

PROFESSIONALISM; **Demonstrates a support of the City's high standards through appropriate attitude, appearance, and knowledge.**				
☐	☐	☐	☐	☒
Displays a lack of familiarity with the basic aspects of the department or the status of projects; does not stay informed of subordinates' actions.	Lacks knowledge of some phases of departmental work; often unaware of what subordinates are doing or the status of projects within the department.	Adequately informed to perform job; satisfactorily stays abreast of the status of projects; maintains open communication lines with subordinates.	Understands and knows well almost all phases of work; knowledgeable on the status of projects and activities of subordinates.	Excellent resource person; well-informed on job-related topics and projects; can answer questions on subordinates' actions.

COMMENTS:

Sara has always been very professional

INITIATIVE; **The ability to recognize work that needs to be performed and originate new ideas or implement innovative methods.**				
☐	☐	☐	☒	☐
Resists change; avoids duties and responsibilities.	Follows a patterned routine way of performing tasks without concern for suggestions for improvement; fails to recognize work that needs to be done.	Effectively utilizes available time; accomplishes necessary tasks and duties in a timely fashion.	Able to assume additional duties beyond current responsibilities; often seeks out new solutions; strives to improve performance.	Resourceful in any situation with good follow-through; "self-starter" who generates work and takes on increasingly greater responsibility; constantly setting greater goals for development.

COMMENTS:

I would like to see her office start to utilize some AI, especially with meeting notes, they have been behind in publishing those minutes because of the increase of meetings etc.

RELATIONSHIPS WITH OTHERS; **The ability to work harmoniously and cooperatively with co-workers and members of the general public.**				
☐	☐	☐	☒	☐
discourteous and non-cooperative manner; unwilling to help the public or co-workers; often antagonistic.	impatience or lack of empathy toward others; occasionally discourteous to others; helps others	courteous, pleasant, and tactful attitude; willing to help the public and co-workers.	help others; shows genuine concern for others.	tactful; excellent at establishing good will; respected by the public and even the most critical

COMMENTS:

WORK PERFORMANCE: **The ability to produce needed work both thoroughly and accurately in a timely manner.**				
☐	☐	☒	☐	☐
is consistently below standard; work is often shoddy, late, or both.	productivity is occasionally below standard; sometime produces sloppy work; work is occasionally	productivity meets standard in terms of what is required; quality of work product is usually accurate,	frequently exceeds more than is required; work product is consistently accurate, thorough, and	always exceeds more than is required; work product is exceptionally accurate, thorough,

COMMENTS:

This is not a negative, however they have been behind on publishing some info, I believe if they use some new tools this could help.

SAFETY: **Adherence to the City's safety program and training procedures.**				
☐	☐	☐	☐	☐
following the safety program; equipment is not maintained or used in a safe and acceptable manner; work unit displays a serious lack of proper training.	for following the safety program; equipment is often not maintained or used in a safe and acceptable manner; work unit displays a lack of proper training in some areas.	program; equipment is maintained or used in a safe and acceptable manner; work unit displays adequate training.	safety regulations are followed and equipment is properly used and maintained. Training of the work unit has resulted in an excellent safety record.	level of safety in the work unit. Equipment is used and maintained exceptionally well. Future problems are anticipated and employees are trained to work with safety as a priority, resulting in a perfect safety record.

COMMENTS:

I would have no idea on this.

OVERALL RATING FOR PERFORMANCE DIMENSIONS: **Employee is working to achieve full potential.**				
☐	☐	☐	☒	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

PERFORMANCE OBJECTIVES

Performance objectives should be described in terms of quantity and/or quality and time frames. The objectives should be measurable, attainable, and set mutually between the City Manager and the Director.

Listed below are specific performance objectives that the Director committed to achieving during this past year. Please assess the incumbent's level of success using the following scoring system. After each of the Performance Objectives is scored, please make appropriate comments on each. Once each specific Performance Objective has been assessed and scored, please assign an overall rating for Performance Objectives in the specified box.

UNSATISFACTORY: Did not meet any of the outcomes related to the objective.

NEEDS IMPROVEMENT: Met some of the outcomes related to the objective, but deficiencies remain.

MEETS EXPECTATIONS: Met the basic outcomes related to the objective.

EXCEEDS EXPECTATIONS: Met all the outcomes related to the objective with a high level of quality and satisfaction.

CLEARLY OUTSTANDING: Met all the outcomes related to the objective with superior quality and satisfaction.

OBJECTIVE:

Improve management of City records to ensure continued compliance with State requirements.

RESULT:

Triaged records in City Clerk's offices following Hurricanes Helene and Milton; disposed of 810.4 cubic feet of records which had met retention requirements in records warehouse; developed formal Departmental Records Clerk training program and provided first training session; began providing basic records training at staff on-boarding tours; drafted records management plan; oversaw records request system (over 600 records requests in fiscal year); worked with Procurement to select online codification system to streamline management of Punta Gorda Code (implementation in progress).

☐	☐	☐	☒	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

OBJECTIVE:

Coordinate with the Charlotte County Supervisor of Elections Office to administer the 2025 election cycle.

RESULT:

2024 Election Cycle: Served on the General Election canvassing board; provided election updates to residents in the Weekly Highlights Report.

2025 Election Cycle: Updated Candidate Packet materials; served as filing officer; completed qualifying processes; arranged agreements for polling locations; approved and ordered ballot materials; provided election updates to residents in the Weekly Highlights Report, at City Council meetings, on social media, and on City website.

☐	☐	☐	☒	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

OBJECTIVE:
Provide support for efficient management of City Council and City board meetings.

RESULT:
Attended and provided minutes for more than 40 City Council meetings (over 100 meeting hours).
Worked with Council to review proposed Rules of Procedure and make requested amendments.
Provided Councilmembers information on educational webinars and conferences.
Oversaw appointment process for board members.
Oversaw staff for attendance and production of minutes for more than 70 board meetings (more than 70 meeting hours), production of updated board training materials and bylaws, and initial appointee training sessions.

☐	☐	☒	☐	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

OBJECTIVE:
Promote positive relationships and increased engagement with the community.

RESULT:
Organized first annual Neighborhood Fall Festival: collaboration of City staff with 16 nonprofit organizations to provide safe trick-or-treating, activities, and food for approximately 200 attendees.
Organized the first annual Citizens Summit including: representation of each department at booths to engage the community by providing information and soliciting feedback on capital improvement and customer service projects; provision of 4 informational presentations.
Participated in local Business Expo.
Worked with IT and City Manager on website redesign, including reorganization and new content.

☐	☐	☐	☒	☐

UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

OBJECTIVE:

RESULT:

☐	☐	☐	☐	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

OBJECTIVE:

RESULT:

☐	☐	☐	☐	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

OBJECTIVE:

RESULT:

☐	☐	☐	☐	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

PERFORMANCE OBJECTIVES:
Achieved all of the mutually agreed-upon goals and objectives for the evaluation period.

☐	☐	☐	☒	☐
UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	CLEARLY OUTSTANDING

EVALUATOR'S COMMENTS:
Use this section to summarize the performance of the incumbent during the just-completed evaluation period.

Sara has done an outstanding job considering the storms, increase in the amount of meetings and workshops, audio issues with not having a permanent home.

She also is running an election this year and has done a fantasic job, the book she put together was amazing.

I believe if her office starts to utilize some AI for transcribing minutes it would help them catch up.

Overall, great job!

EMPLOYEE'S COMMENTS:
I have reviewed this evaluation. My comments are noted below.

EMPLOYEE SIGNATURE: _____ **DATE:** _____

EVALUATOR SIGNATURE: Melissa Lok **DATE:** 10/16/2025

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

REGULAR AGENDA

Title:

Award of Agreement to Marine Contracting Group, Inc. of Punta Gorda, FL for the Seawall Replacement Program and as needed repairs.

Funds:

Funding will be determined by annual fiscal year budgets.

FY 2526 - $3,500,000.00

Recommended Action: Staff recommends award of this agreement to Marine Contracting Group, Inc. of Punta Gorda, FL as being the lowest responsive and responsible bidder.

Summary:

Procurement issued an Invitation to Bid for the Seawall Replacement Program and as needed repairs to establish a new agreement for these construction services. Solicitation notices were sent to 588 vendors 15 viewed the solicitation on-line and the City received 2 responses.

The annual expenditures will be dependent on the established annual budgets and the program will be adjusted to meet each budget. The unit prices will remain fixed for the initial year of the agreement and maximum annual price adjustments for unit prices in years 2 and 3 have been established. The initial period of this agreement is for 3 years and may renew upon mutual agreement of both parties for an additional 3 year term.

Attached is the proposed agreement's unit pricing in comparison with previous contracts pricing.

Department/Division: Finance

EXHIBITS:

1. Agreement
2. Evaluation

AGREEMENT F2024137/MAR-SEAWALLMTCE/2425/2
BETWEEN CITY AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2024 by and between:

The City of Punta Gorda
326 West Marion Avenue
Punta Gorda, FL 33950
(941) 575-3366

(Hereinafter "**CITY"**) and

Marine Contracting Group, Inc.
8260 Pascal Drive.
Punta Gorda, FL 33950
(941) 505 0221

(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

All work to be performed in accordance with this Agreement shall be completed in a timely and professional manner. The Project for which the Work/Commodities under this Agreement may be the whole or only a part is generally described as follows:

SEAWALL REPLACEMENT – MAINTENANCE PROGRAM & REPAIRS

ARTICLE 2. – CITY STAFF RESPONSIBILITIES

REPRESENTATIVE - Canal Maintenance Supervisor, 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 three (3) 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 three (3) year period under the same terms and conditions and current pricing unless written notice of non-renewal is issued ninety (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 quantity of commodities/services to be purchased under any 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. FISCAL YEAR PURCHASE ORDER: CONTRACTOR will receive a purchase order for each fiscal year that the Agreement is in existence 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. - REQUESTING SERVICE, RESPONSE TIME AND REPORTING REQUIREMENTS

A. FISCAL YEAR WORK ASSIGNMENT: All fiscal year work must be completed and accepted by the City by September 30th of the fiscal year work was issued.

B. All work issued under this Agreement shall be through a Statement of Work (SOW) and agreed to by both parties. The CITY REPRESENATIVE will provide a Work Assignment in the form of a SOW specifically identifying the locations with work to be performed. This list will be subject to change as may be deemed necessary by the City.

(1) The CONTRACTOR must contact the City Inspector if they identify quantities that are greater than the quantities stated on the SOW for further direction.

(2) The CONTRACTOR is solely responsible for scheduling the work issued, crews and equipment must be maintained.

(3) The CONTRACTOR must notify the CITY REPRESENTATIVE if there is a safety issue or condition is found that will impact the work.

C. The CONTRACTOR must review the SOW, identify start and completion dates and submit the signed SOW to the CITY REPRESENTATIVE.

D. RESPONSE TIMES – The CONTRACTOR must adhere to the following response times for various phases of work:

(1) Seawall Panels - Seawall panels must be installed no later than five (5) consecutive business days after excavation begins per 80 feet of seawall.

(2) Cap should be poured and anchors installed no later than ten (10) consecutive business days after the final seawall panel has been placed per 80 feet of seawall.

(3) Fill Material, Backfilling and Grading –Contractor must backfill behind the seawall no sooner than ten (10) but no later than fifteen (15) consecutive business days after the seawall cap has been poured per 80 feet of seawall.

(4) Sodding - Sod shall be placed within five (5) consecutive business days after final grade of backfill per 80 feet of seawall.

(5) Each SOW shall be completed and ready for final inspection and acceptance by the CITY REPRESENTATIVE within thirty–five (35) business days after excavation begins per 80 feet of seawall.

(6) Restoration of Staging Areas – The CONTRACTOR must restore staging areas within five (5) consecutive business days after project completion of assigned work locations in the immediate area.

Additional time may be granted to the above schedule for unforeseen circumstances. However, any potential delays must be justified and reported to the City Inspector for approval as soon as possible.

E. REPORTING REQUIREMENTS – The CONTRACTOR must provide the CITY REPRESENTATIVE or their designee with progress reports as outlined in the specifications/scope of work.

F. If it appears the rate of progress is such that each SOW will not be completed within the time allowed, or if the work is not being executed in a satisfactory and workmanlike manner, the CITY may order the CONTRACTOR to do the following:

a) Take such steps as necessary to complete the work within the period of time specified in this Agreement.
b) Bring the unsatisfactory work into compliance with this Agreement.

If the CONTRACTOR fails to comply with such order within two weeks after receipt of the order, the CITY will have the right to declare the contract in default.

G. Liquidated Damages - CITY and CONTRACTOR recognize that time is of the essence for completing requested services and that CITY will suffer financial loss if the Work is not completed within the times specified plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by CITY if the work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as penalty) CONTRACTOR shall pay City One Hundred Dollars ($100.00) for each day that expires after the time specified on any executed Statement of Work, which is the result of this Agreement. If CONTRACTOR neglects, refuses or fails to complete the Work within the time specified in any executed Statement of Work for completion and readiness for final payment or any proper extension thereof granted by CITY, the CONTRACTOR shall pay CITY One Hundred Dollars ($100.00) for each day that expires after the time specified in this Agreement.

H. Completion of Work - Upon completion of work and before acceptance of final payment, the CONTRACTOR shall complete Release of Liens forms in accordance with this Agreement. The CONTRACTOR is to remove all equipment and temporary structures from all right-of-ways and adjacent property. Any surplus materials or rubbish must be discarded at the CONTRACTOR's expense. Restoration of property, both public and private, roadways and waterways, which may be damaged while performing work, shall be restored to previous existing condition at the CONTRACTOR's expense.

I. REMOVAL OF EQUIPMENT – The CONTRACTOR shall remove from the waterway and restore all areas within seven (7) calendar days after completing work. The CONTRACTOR agrees to credit the CITY in an amount of $200.00 per calendar day for failure to comply with this requirement, but not as a penalty. The CITY reserves the right to cancel this Agreement in its entirety should the CONTRACTOR fail to meet the response time or performance requirement five (5) times within any six (6) month period.

ARTICLE 5 - 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 6. – 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. 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.

ARTICLE 7. – AGREEMENT PRICING

A. Delivered prices: Agreement prices are FREIGHT PREPAID AND ALLOWED/ FOB: DESTINATION: CITY SERVICE AREA. Agreement prices shall be net of all freight, handling, delivery, surcharges, or any other incidental charges that may be required for the completion of the contract.

B. CONTRACTOR agrees to supply the CITY the items and/or services based on the below price structure:

1. Labor and/or specific services or commodity related unit prices must remain fixed for the first year of this Agreement.

2. Parts/Materials work/repairs not specifically identified in Exhibit A: The CONTRACTOR'S markup over their cost for parts, materials, rentals and sublet/subcontracted services is defined as seven percent (7%) and shall remain fixed for the term of this Agreement.

ARTICLE 8. – INVOICING/PAYMENT TERMS

A. The method of payment is by Electronic Funds Transfer (EFT) only and payment applications may be submitted on a monthly basis. Incomplete (i.e. failure to submit Waivers of Lien as may be applicable) or incorrect payment applications will delay the payment process.

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. RETAINAGE. CITY shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the CITY REPRESENTATIVE for payment, whichever is less. Such sum shall be accumulated and not released to CONTRACTOR until sixty (60) calendar days after payment of the respective application for payment

D. PROGRESS PAYMENT.

1. CONTRACTOR shall submit a fully executed copy of the CITY's Application for Payment Form to the CITY REPRESENTATIVE on a monthly basis for work in place for the 30 day period prior to the date of the Application for Payment.

2. CONTRACTOR must furnish a notarized Release of Lien from all Lienor's that filed a "Notice to Owner" to the CITY, except for the first progress payment, with every application for payment. The Release of Lien shall cover the time period up to and including the previous progress payment work in place date. CITY REPRESENTATIVE will validate and certify the work in place has been completed as indicated in the Application for Payment. CITY REPRESENTATIVE will submit complete and correct Applications for Payment to Procurement for processing. The CITY reserves the right to request the CONTRACTOR to provide the CITY with "Consent of Surety" for any progress payment, when deemed necessary.

E. FINAL PAYMENT ON SOW. Upon final completion of all work on an assigned SOW and CITY'S inspection and acceptance of the Work for each Statement of Work issued and in accordance with this Agreement, CITY shall pay the remainder of the Agreement Price as recommended by the REPRESENTATIVE upon receipt of a FINAL RELEASE OF LIEN form from all subcontractors and supplies prior to release of final payment. In addition, the CONTRACTOR must submit a completed CONTRACTOR'S AFFIDAVIT TO OWNER. The form must be signed by the CONTRACTOR and notarized. The CITY reserves the right to request the CONTRACTOR to provide the CITY with "Consent of Surety" for final payment of any Statement of Work.

F. FINAL PAYMENT AND SUBMITTALS AT THE EXPIRATION OF THIS AGREEMENT.

1. The CONTRACTOR shall forward the "Consent of Surety Company to Final Payment" form and a completed CONTRACTOR'S AFFIDAVIT TO OWNER prior to the release of final payment.

2. PROJECT RECORDS - OPTIONS.

a. OPTION 1: Final payment for this Agreement, upon its expiration date, is contingent upon the CONTRACTOR complying with Florida Statute 119.0701 Public Records, which requires the CONTRACTOR 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.

i. **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.**

1. A copy of all subcontractor and material invoices, which clearly displays dates of service performed or materials received, description of services performed or materials purchased, location of services performed or materials delivered, cost of services performed or materials purchased, name of subcontractor or supplier.

2. Subcontractors shall be responsible for furnishing the above documentation to the CONTRACTOR with the invoices.

b. OPTION 2: CONTRACTOR elected to assume full responsibility to keep and maintain all public records to perform the service under this Agreement. The CONTRACTOR is fully responsible to meet all applicable requirements for retaining public records in accordance with CHAPTER 119, FLORIDA STATUTES.

3. The CITY reserves the right to request the CONTRACTOR to provide the CITY with "Consent of Surety" for final payment of any Statement of Work.

G. 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 9. – 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 awarded CONTRACTOR warrants that all services will be in full accordance with the specifications and requirements of the solicitation package and this Agreement.

C. GUARANTEE. The CONTRACTOR must guarantee all work for a period of one (1) year from the date of final completion of all work assigned on a SOW and the CITY'S inspection and acceptance of work.

1. CHANGES REQUIRED IN CONNECTION WITH GUARANTEED WORK. If, within the guarantee period, restoration, repairs or changes are required in connection with guaranteed work, which, in the opinion of the CITY, is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of this Agreement, the CONTRACTOR must promptly upon receipt of written notice from the CITY and without expense to the CITY, do the following:

a. Place in satisfactory condition, in every particular incident, all of such guaranteed work and correct all defects therein.

b. Make good on all damage(s) to a structure, building or site, or equipment or piping or contents thereof, which, in the opinion of the CITY, is the result of the use of materials, equipment or workmanship, which are inferior, defective, or not in accordance with the terms of this Agreement.

c. Make good any work or material, or the equipment and contents of building, structure or site disturbed in fulfilling any such guarantee.

d. Restart the guarantee period on all corrected work performed.

2. CONTRACTOR'S FAILURE TO COMPLY WITH TERMS OF GUARANTEE. If the CONTRACTOR, after written notice form the CITY, fails within ten (10) business days to comply with the terms of this guarantee, the CITY may have the defects corrected, and the CONTRACTOR and his surety will be liable for all expenses incurred; provided, however that in case of emergency where, in the opinion of the CITY, delay would cause loss or damage, repairs may be started without notice being given to the CONTRACTOR and the CONTRACTOR shall pay the cost thereof.

ARTICLE 10. - CHANGE ORDER TO CONTRACT

A. All requests for changes to 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).

4. Requests for change orders must be submitted to the CITY REPRESENTATIVE in a timely manner and accompanied by substantiating proof of the necessary change.

5. CITY REPRESENTATIVE will provide a receipt of acknowledgement upon receiving a complete change order package with appropriate justification documentation included (e.g. labor sheets, equipment rental, materials etc.).

6. If justified and approved, this request will become effective from the date the receipt of acknowledgement was issued. Change order requests will not be backdated.

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 11. - BONDS: PERFORMANCE/PAYMENT BOND

Performance/Payment Bond must be one hundred percent (100%) of the annual projected volume for the first year of this Agreement. If the annual Agreement amount is increased in excess of ten percent (10%), the bond must be increased to cover the revised annual amount. Bonds must be obtained from firms authorized and licensed, and holding certificates of authority to carry on business within the State of Florida and issued by a Florida Agent. Purpose of the bond is to ensure the CONTRACTOR fulfills all aspects of this Agreement in good faith. The Performance and Payment Bond must be issued

annually or renewable annually based on the projected volume of this Agreement during the subsequent year. Bonds shall be recorded by the CONTRACTOR, at their cost, at the Charlotte County Clerk of Court's office.

ARTICLE 12. - INSURANCE REQUIREMENTS

The CONTRACTOR, before commencing any work, shall 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 SHALL BE PROVIDED.
- THE AGREEMENT NUMBER "#F2022112/MAR-SEAWALLREP/EOC/223" SHALL BE REFERENCED IN THE DESCRIPTION/COMMENT SECTION OF THE CERTIFICATE OF INSURANCE.
    - A CITY Division, Department or individual name shall NOT appear on the Certificate.
- THE CITY SHALL 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 $1,000,000 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, and XCU coverage.
    - Business Auto Policy - Not less than $500,000.00 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.
    - 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. *****Must have full endorsement of the U.S. Longshoreman & Harbor Act and Jones Act.**

Should any of the policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. CONTRACTOR shall provide notice to CITY at any time CONTRACTOR becomes aware of any cancellation or material change in the above insurance policies.

ARTICLE 13. - CONTRACTOR'S REPRESENTATIONS

A. In order to induce the City to enter into this Agreement, CONTRACTOR makes the following representations and assurances:

1. CONTRACTOR shall be a current State of Florida licensed Certified General Contractor (CGC) or current State of Florida certified Marine Specialty Contractor (SCC) or City of Punta Gorda Certificate of Competency Specialty Contractor-Marine. Contractor shall maintain current licensure as stated through the term of the Agreement.

2. CONTRACTOR must maintain a current City of Punta Gorda Certificate of Competency through the term of the Agreement.

3. CONTRACTOR must be legal to perform business within the state of Florida. If CONTRACTOR is outside of the state of Florida they must hold a current Certificate of Authority issued through the Department of State and in accordance with Florida Statute 607.1501.

4. CONTRACTOR must hold and maintain current Business Tax Receipt for CONTRACTOR's locality for the term of this Agreement. CONTRACTOR 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.

5. The Contractor must furnish each of the subcontractors, manufacturers, and suppliers such copies of the Agreement documents (i.e. plans, drawings, specifications, etc.) as may be required for their work. Additional copies of the Agreement documents, when requested, may be furnished to the Contractor at cost of reproduction.

6. CONTRACTOR has familiarized himself with the nature and extent of this Agreement, Work, Locality, and 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.

7. CONTRACTOR must comply with all Federal, State and Local rules, policies and ordinance in the performance of their work and document management.

8. CONTRACTOR has given CONTRACT ADMINISTRATOR written notice of all conflicts, errors or discrepancies that has been discovered in this Agreement and the written resolution thereof by CONTRACT ADMINISTRATOR is acceptable to CONTRACTOR.

9. SUBCONTRACTORS:

a. CONTRACTOR is fully responsible for the actions of their Subcontractors. Therefore, should a Subcontractor perform work outside of this Agreement's scope of work they do so at the CONTRACTOR's expense and risk not being compensated by the CITY for performing unauthorized work.

b. The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in addition to checking of prior performance of like or similar work as delineated in part or whole as pertinent to this Agreement.

c. CONTRACTOR is required to notify the CONTRACT MANAGER of all intended changes to the subcontractor list (Exhibit C.). CONTRACT MANAGER will issue written notice to the CONTRACTOR indicating the acceptance or rejection of the intended subcontractor change.

d. Equal Employment Opportunity Clause. CONTRACTOR must 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.

10. Contract Work Hours/Safety Standards Act. CONTRACTOR must 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).

11. SAFETY COMPLIANCE. It shall be the CONTRACTOR'S sole responsibility to comply with all Local, State and Federal rules and regulations while performing work under this Agreement. 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.

12. Competent Personnel. CONTRACTOR warrants that all services will be performed by skilled and competent personnel to the highest professional standards in this scope of work.

ARTICLE 14. – INDEMNIFICATION / LIMITS OF LIABILITY

A. INDEMNIFICATION The CONTRACTOR shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the CITY, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by CONTRACTOR, its agents, employees, partners, or subcontractors, provided, however, that the CONTRACTOR shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the CITY.

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

The CONTRACTOR's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the CITY giving 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. The CONTRACTOR shall not be liable for any cost, expense, or compromise incurred or made by the CITY in any legal action without the CONTRACTOR's prior written consent, which shall not be unreasonably withheld.

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 16. – 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 17. - 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. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

Remainder of this page left intentionally blank.

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 – Marine Contracting Group, Inc.

_____ By: _____
Witness

Address for giving Notices: Print Name: _____
8260 Pascal Drive.
Punta Gorda, FL 33950 Date: _____

CITY OF PUNTA GORDA

_____ By: _____
Witness

Address for giving Notices: Print Name: _____
Procurement Office
326 W. Marion Avenue Date: _____
Punta Gorda, FL 33950

EXHIBIT A – SEAWALL REPLACEMENT – PROGRAM & REPAIRS
AGREEMENT #F2024137/MAR-SEAWALLS/2425
INITIAL PERIOD: TBD THRU TBD
OPTIONAL RENEWAL PERIOD*: TBD THRU TBD

Julie Rogan-Sutter, CONTRACT ADMINISTRATOR – JRogan-SutterCityofPuntaGordaFL.com, fax 941-575-3340, or 326 W. Marion Avenue, Punta Gorda, FL 33950 SHALL be copied on all correspondence relating to this contract.

AWARDED VENDOR: Marine Contracting Group, Inc.

PRIMARY ORDERING CONTACT INFORMATION: Carolyn Naylor
EMAIL: cnaylor@mcgfl.com
TELEPHONE: (941) 505-0221 FAX: (941) 575-0320
MAILING ADDRESS: 8260 Pascal Drive, Punta Gorda, FL 33950.

ALTERNATE ORDERING CONTACT INFORMATION: Brian Midolo

EMAIL: blmidolo@mcgfl.com

TELEPHONE: (941) 505-0221 FAX: (941) 575-0320 CELL: (941) 815-0368

PRIMARY CONTRACT CONTACT INFORMATION: Carolyn Nalor
EMAIL: cnaylor@mcgfl.com
TELEPHONE: 941-505-0221 FAX: 941-505-0320
MAILING ADDRESS: 8260 Pascal Drive, Punta Gorda, FL 33950

PAYMENT TERMS: Net 25
ACCEPT CREDIT CARDS: ☐ Yes ☒ No
PAYMENT PROCESS: EFT
MAXIMUM PERCENTAGE INCREASE: 2ND YEAR – 10% 3RD YEAR – 10%

***AUTOMATIC RENEWAL BASED ON MUTUAL AGREEMENT:** The Contractor or the City must provide written notice the other party at least ninety (90) calendar days prior to the expiration of the initial Agreement period if they elect not to renew this Agreement. The optional renewal period will be three (3) years and subject to mutual agreement of both parties. A notice will be emailed to the Contractor one hundred twenty (120) calendar days prior to expiration advising them of the terms for renewal or non-renewal.

DEPARTMENT REQUIREMENTS

1) Departments shall enter a requisition with estimated dollars for issuance of a Blanket PO. CIP requisitions will need a separate Blanket PO.
2) Statement of Work (SOW)
    a. Department must complete a Statement of Work (SOW) form listing the location(s), work to be performed.
    b. Contractor to verify SOW, provide quantities, unit and extended prices, start and completion dates.
    c. Contractor shall sign and submit the SOW to the Department
    d. Department will sign the SOW form and submit the Contractor acknowledging acceptance. This fully executed form gives the Contractor the authority to proceed with work.
3) A copy of the executed SOW form must be attached to the invoice

4) Supervisors shall verify contract rates on all invoices prior to authorizing payment of invoices.

5) The Department will receive email notice one hundred thirty days (130) calendar days prior to the expiration of the initial period asking if they want to renew this Agreement. If the Department does not renew they must advise the Contract Administrator, stated above, of their intention NOT to renew this Agreement within 10 calendar days. This Agreement will renew if Procurement does not receive a response from the Department within this timeframe.

Line	Description	UOM	QTY	Unit
1	**Seawall Panel - 10' Long**. Installation of **CITY SUPPLIED Seawall Panel**, inclusive of labor, equipment, non-seawall panel materials, and standard seawall caps in place.	LINEAL FOOT	1	**$ 426.08**
2	**Seawall Panel - 12 1/2' Long**. Installation of **CITY SUPPLIED Seawall Panel**, inclusive of labor, equipment, non-seawall panel materials, and standard seawall caps in place.	LINEAL FOOT	1	**$ 465.50**
3	**Seawall Panel - 14' Long**. Installation of **CITY SUPPLIED Seawall Panel**, inclusive of labor, equipment, non-seawall panel materials, and standard seawall caps in place.	LINEAL FOOT	1	**$ 465.50**
4	**Thickened Seawall Cap** – Installation of **27" wide x 18" tall Seawall Cap**, inclusive of labor, equipment, and materials in place. This line item is for the ***additional cost* to increase the size of the standard seawall cap in the seawall panel installation line items** above. If utilized, both line items will be paid.	LINEAL FOOT	1	**$ 98.33**
5	**Offset Seawall Panels** – 10' Long. Installation of **CITY SUPPLIED Seawall Panel in front of an existing seawall**, inclusive of labor, equipment, non-seawall panel materials, gravel, standard cap in place.	LINEAL FOOT	1	**$ 468.69**
6	**Offset Seawall Panels** – 12 1/2' Long. Installation of **CITY SUPPLIED Seawall Panel in front of an existing seawall**, inclusive of labor, equipment, non-seawall panel materials, gravel, standard cap in place.	LINEAL FOOT	1	**$ 512.05**
7	**Offset Seawall Panels** – 14' Long. Installation of **CITY SUPPLIED Seawall Panel in front of an existing seawall**, inclusive of labor, equipment, non-seawall panel materials, gravel, standard cap in place.	EACH	1	**$ 512.05**
8	**Standard Seawall Cap –** Installation of **16" wide x 11" tall Seawall Cap**, inclusive of labor, equipment, and materials in place.	LINEAL FOOT	1	**$ 215.00**
9	**Concrete Deadmen -** Includes materials, backfill, grading, equipment, labor, tiebacks and any incidentals.	EACH	1	**$ 950.00**
10	**Tipping Plate Anchor –** requires approval from City representative. Includes materials, equipment, labor, and testing.	EACH	1	**$ 1,275.00**
11	**Helical Anchor –** requires approval from City representative. Includes materials, equipment, labor, and testing.	EACH	1	**$ 1,275.00**
12	**Additional Fill Material –** Includes materials, transportation, equipment, labor, and any incidentals.	CUBIC YARD	1	**$ 40.15**
13	**Rip Rap Protection, Existing –** This line item is for areas where existing rip rap is located. To include removal of existing rip rap, stockpiling of existing rip rap, fabric installation, and rip rap installation (both stockpiled and additional).	LINEAL FOOT	1	**$ 197.50**

14	**Rip Rap Protection, New –** This line item is for areas where no existing rip rap is present. To include fabric installation, and rip rap installation.	LINEAL FOOT	1	**$ 173.50**
15	**Additional Rip Rap Material –** Additional Rip Rap materials to be supplied by contractor as directed by the City representative, which will be paid in addition to the above Rip Rap Protection line items. Includes materials, transportation, equipment, labor, and any incidentals.	TON	1	**$ 110.00**
16	**Developed: Sod - Argentine Bahia**, inclusive of site preparation, labor, materials, and equipment to install sod in place.	SQUARE FOOT	1	**$ 1.80**
17	**Developed: Sod - Floratam**, inclusive of site preparation, labor, materials, and equipment to install sod in place.	SQUARE FOOT	1	**$ 2.25**
18	**Un-Developed Property: Sod - Argentine Bahia**, inclusive of site preparation, labor, materials, equipment to install sod in place, thirty (30) calendar days of watering, and establishment of sod.	SQUARE FOOT	1	**$ 2.30**
19	**Outfall Drainage Pipe Rework,** inclusive of providing all labor, tools, equipment, materials, connector bands, concrete collars, hydraulic cement, compaction for existing pipe penetrations. (City to furnish any required pipe.)	EACH	1	**$ 1,233.29**
20	**Davit Removal and Disposal,** inclusive of all labor, equipment, transportation and disposal.	EACH	1	**$ 450.00**
21	**Concrete Slab Removal and Disposal,** inclusive of all labor, equipment, transportation and disposal.	SQUARE FOOT	1	**$ 15.00**
22	**Dock Slab Removal and Disposal,** inclusive of all labor, equipment, transportation and disposal.	SQUARE FOOT	1	**$ 15.00**
23	**Labor Rate - for unforeseen work not specified above.**	HOUR	1	**$ 65.70**

SPECIFICATIONS/SCOPE OF WORK
SEAWALL REPLACEMENT - MAINTENANCE PROGRAM & REPAIRS
SOLICITATION F2024137/MAR-SEAWALLMTCE/2425/2

1) SCOPE OF WORK

a) Contractor shall provide all labor, materials, equipment and all appurtenances for seawall replacement in the Burnt Store Isles (BSI) and Punta Gorda Isles (PGI) canal systems in accordance with the Florida Department of Environmental Protection (FDEP) permit, US Army Corp of Engineers (ACOE) permit, and Waterfront Development Standards, current edition and Hans Wilson tipping plate anchor study).

b) Seawall Replacement may consist of removing and disposing of existing seawall panels and temporary erosion control materials; transporting and staging City provided seawall panels; installation and maintenance of turbidity screens and silt fences; removal and disposal of landscape materials (to include, but not limited to, sod, groundcover, bushes, etc.), davit bases; replace city provided outfall pipes; furnish and install tie backs and deadmen; furnish and install tipping plate anchors, furnish and install helical anchors, furnish and construct reinforced concrete seawall caps; transport, furnish, stage, and placement of backfill material and sod; removal, staging, and placement of existing rip-rap; furnish, stage, and placement of rip-rap; and restoration of staging areas.

c) Property owners are responsible for relocating appurtenances on the waterside and landside of the seawall within the limits of construction. Appurtenances may include fences/gates, walkways, electrical wiring, electrical conduit and panels, lighting, water plumbing systems, docks, boat lifts, irrigation, etc.

d) NOTE: The Contractor is not required to replace water lines, irrigation lines, fence, or electrical. The Contractor must cut and cap utilities (electrical, irrigation, potable water, etc.) to the best of their ability as those items are found within the Limits of Construction. A locate flag will be placed over each cap when restoration is complete. Contractor must provide reasonable effort to identify and move other such items away from his work zone.

e) The Contractor will be responsible for coordinating and scheduling work with the homeowners. The Contractor will be responsible to send a letter to each property owner at least 6 weeks in advance of construction. Contact information will be provided to the Contractor by the City Representative. The Contractor must maintain a copy of the letter in their files for records retention compliance.

f) It is the property owner's responsibility to remove large trees from the project site. However, the contractor may with the property owner's approval remove and bill the property owner directly. Refer to the city of Punta Gorda Waterfront Property Owner Guide and City Ordinances, Chapter 6, Article 3, Seawall and Canal Maintenance Code of Ordinances | City of Punta Gorda, FL.

g) The City requires strict adherence to the specifications and permits as written and/or shown on the referenced attachments.

h) All work shall be performed from the waterside with the exception of land access for, barge loading, concrete pumping for cap/deadmen, cap forming, and sod installation, unless approved in advance by the City.

i) Removing seawall panel's waterside with an excavator is strictly prohibited.

j) Installation of seawall panels must be waterside and with a crane and barge, this is the only acceptable method for this work unless prior approval for a different method is received from the CITY REPRESENTATIVE.

k) The City is requesting hourly labor rates in the Bid Schedule for unforeseen work, which is not identified or specified in the bid line item schedule. Parts and materials will be reimbursed at a 7% markup over Contractor's cost. In all cases a written estimate must be submitted to the City Representative for approval to proceed. A detailed time report for labor and copies of all invoices must be attached to your application for payment or it will not be processed.

l) Trial Period - Awarded contractor(s) may be placed on a ninety (90) day trial period at the commencement of the contract. During and towards the end of the trial period, City of Punta Gorda personnel will decide on whether to continue the contract or remove the contractor and award contract(s) to the next low, responsible bidder or place out for bid as necessary. The decision will be based on performance, workmanship, and the ability of the contractor to meet the servicing needs of City of Punta Gorda.

   i) City of Punta Gorda reserves the right to terminate the contract or contractor(s) at any time during the trial period, for failure to perform, failure to service City of Punta Gorda, or failure to meet any of the requirements of the solicitation. Any such termination will be made in writing and may be immediate.
   ii) If no work is performed in the initial thirty (30) days of the contract, then the trial period may be extended until an evaluation of the contractor(s) services can be completed. The extension and length of any such case will be at the discretion of City of Punta Gorda.

2) CONTROL OF WORK

a) The limits of construction is defined as the length of the seawall replacement by twelve feet (12') behind the seawall, except in limited cases where erosion extends beyond twelve feet (12') or deadmen need to be installed.

b) Work issued under this Agreement shall be through Statements of Work (SOW). The City Representative will provide a SOW to the Contractor for work estimated to be completed at a specific location. Quantities provided in the SOW are estimated by surface inspections, therefore quantities may change. Any decrease or increase in quantities must be approved by the City Representative.

   a. **The estimated quantities listed on the SOW are not guaranteed, they may be more or less than what is shown on the SOW.**
   b. The Contractor must contact the City Inspector if they identify quantities that are less than or greater than the quantities stated on the SOW for further direction.
   c. The Contractor must notify the City Representative if there is a safety or environmental issue/condition is found that will impact the work.
   d. In the event mangroves are encountered along the seawall replacement, the City will be required to trim them back in accordance with the FDEP permit prior to the start of seawall replacement. The Contractor

will notify the City fourteen (14) days in advance of seawall construction, when mangroves are encountered.

c) RESPONSE TIMES – The Contractor shall not have more than five (5) project sites per crane/barge, cap, tieback, and backfill crews (project site may include multiple continuous properties) *under construction* at one time, unless approved by the City Representative. *Under construction* is defined as seawall replacement, cap construction, tieback and/or deadmen and backfilling. Contractor must adhere to the following response times for various phases of work:

(1) Seawall Panels - Seawall panels must be installed no later than five (5) consecutive business days after excavation begins per 80 feet of seawall

(2) Fill Material, Backfilling and Grading – The Contractor must backfill behind the seawall no sooner than ten (10) but no later than fifteen (15) consecutive business days after the seawall cap has been poured per 80 feet of seawall.

(3) Sodding - Sod shall be placed within five (5) consecutive business days after final grade of backfill per 80 feet of seawall.

(4) Each SOW shall be completed and ready for final inspection and acceptance by the CITY REPRESENTATIVE within thirty–five (35) business days after excavation begins per 80 feet of seawall.

(5) Restoration of Staging Areas – The Contractor must restore staging areas within five (5) consecutive business days after project completion of assigned work locations in the immediate area.

d) REPORTING REQUIREMENTS – The Contractor must provide the City Representative with the following:
   a. Monthly Status Report shall be submitted electronically and are due the last day of the month by close of business.
   b. This report must specifically state the progress of each on-going location/address as identified on the SOW, which may include lineal feet of seawall or cap installed, tiebacks installed or welded, backfill completed, sodded, explanation of delays (i.e. waiting a seawall cap crew, sod) and date work will resume if a delay.
   c. The Contractor must submit a schedule for work proposed for the next thirty (30) calendar days and the schedule must also indicate proposed staging areas for each project.
   d. This report shall be emailed to the Canal Maintenance Representative.

e) The Contractor shall schedule and lay out their work in a manner to minimize the inconvenience of the general public and private property owners and to cause minimum damage to property. The Contractor is responsible for the repair of damage to private and public property. Strict adherence to these specifications is required.

f) The Contractor shall maintain safe conditions at all times. Should the operations be considered unsafe by the City, the operations shall be suspended until the Contractor has corrected all unsafe conditions to the satisfaction of the City.

g) The Contractor is prohibited from using water or electric from private property. The Contractor is prohibited from storing or stockpiling equipment, tools, or materials in the back yards of occupied properties.

h) Alterations of Plans – All work shall be in conformance with the Florida Department of Environmental Protection (FDEP) permit (attachment A), US Army Corp of Engineers (ACOE) permit (attachment B), and Waterfront Development Standards, current edition (attachment C). No changes shall be made to the Agreement, specifications, standards or plans by the Contractor, without prior written approval from the City. The Contractor must notify the City in writing of all proposed changes.

i) Conflicts

   a. All adjacent davits will be removed and legally disposed of by the contractor. The contractor will be responsible to backfill and restore the davit base area. The bid item for Davit Bases, as directed by the City, will be paid for by Each and shall include all equipment, materials, backfill, labor and all incidentals to remove and dispose of davit bases, regardless of the sizes.
   b. The contractor shall leave in place any dock or piling structures that he is able to work around. At which time the contractor moves or causes to move any dock or pilings, the contractor becomes responsible for removing and legally disposing of those members at his cost.

c. Water and irrigation lines will be capped and located/identified at the perimeter of the work and severed electrical lines shall be located for the owner to properly handle after completion of seawall work. The Contractor will be required to cut and cap utilities (electrical, irrigation, potable water, gutter downspouts, pool overflows, etc.) as those items are found within the Limits of Construction. A locate flag will be placed over each cap when restoration is complete.
d. The Contractor is responsible for removing and legally disposing of docks **IF** they are pinned to the seawall. This cost will be incidental to the Seawall Panel bid item.
e. Docks that have been damaged due to a seawall failure and pose a safety concern may be removed by the Contractor after receiving approval by the City Representative. All dock removals will be approved by the City Representative prior to the start of project construction. The bid item for Dock Slabs, as directed by the City, will be paid for by the square foot and shall include all equipment, materials, labor and all incidentals to remove and legally dispose of the dock slab.
f. The contractor may encounter concrete slabs or an elevert pad adjacent to the seawall. The Contractor is responsible for removing the portion of the slab within the Limits of Construction. The Contractor will be responsible for cutting, removing, and legally disposing of the concrete slab. All concrete slab removals will be approved by the City Representative prior to the start of project construction. The bid item for Concrete Slabs, as directed by the City, will be paid for by the square foot and shall include all equipment, materials, labor and all incidentals to remove and legally dispose of the concrete slab.

j) Inspections

a. The City will inspect and approve each phase of construction for each property. Each phase of construction cannot move to the next until the City has inspected and approved the work.

b. The Contractor will be responsible for notifying the City Inspector a minimum of two (2) full business days in advance of starting a new location so the inspector can take pre-construction photos.

c. The Contractor will notify the City Inspector a minimum of one (1) full business day in advance of required inspections for each phase of construction.

d. Required inspections are defined as:

(1) Installation of seawall panels

(2) Pre-pour reinforcing steel inspection of cap and dead man

(3) Tieback welds, deadmen, tie back painting, installation of filter cloth, rock bags, and pull tests for tipping anchors or helical anchors or existing tiebacks.

(4) Completion of backfill and silt fence installation along seawall cap

(5) Final grade compacted and leveled prior to sod installation

(6) Final sod and staging site restoration inspection

e. All failed inspections will require a re-inspection.

f. The City reserves the right to request the Contractor to dig up or expose any work for inspection purposes.

k) The Contractor shall take no advantage of any apparent error or omission, which may be discovered in the Permits or Specifications but shall forthwith notify the Contract Administrator of such discovery, who will then make such correction and interpretations as deemed necessary for reflecting the actual spirit and intent of the Permits and Specifications.

l) Contractor shall repair any electrical service, water lines, irrigation systems, sidewalks, or any other personal/public property outside the Limits of Construction, which was damaged during Contractor's performance.

m) The Contractor shall continuously prosecute the work during normal hours to its completion. At no time shall the Contractor suspend work, for any reason for more than seven (7) consecutive calendar days, excluding delays granted for inclement weather or holidays. The Contractor shall not interrupt work unless the City provides written authorization to suspend the work. Failure to comply with this provision shall result in the Contractor being considered in default and subject to suspension of this Contract.

3) PERMITS

a) Per City Ordinance, vehicles are typically prohibited from being parked/stored on vacant property overnight. However, City Ordinance 1752-13 allows the Canal Maintenance Contractor(s) to store equipment/vehicles overnight on vacant property if a City temporary permit is issued. Contractor will be required to request a permit via email to the Code Compliance Division. Request will include the address or lot, block and section number; and anticipated start and completion dates. Permit fees shall be waived. All restoration work in the public right-of-way and easement areas will require a blanket ROW permit; the City has elected to waive the fee for the blanket ROW permit. ROW permit includes all work performed along streets i.e., paving sidewalks, driveways, etc.

b) The City requires strict adherence to the specifications and permits as written and/or shown on the referenced Standard Detail Sheet and/or Waterfront Development Standards.

4) EQUIPMENT

a) PRIOR TO RESPONDING TO THIS SOLICITATION WITH A SUBMITTAL PACKAGE THE BIDDER MUST VERIFY THEIR EQUIPMENT WILL BE ABLE TO ACCESS ALL OF THE BSI and PGI CANALS, WITH CONSIDERATION OF BRIDGES AND OTHER OBSTACLES.

b) Staging areas for loading equipment and material onto watercraft shall be coordinated with the Representative with the City of Punta Gorda. All equipment necessary for the satisfactory performance of the work shall be on hand and approved by the City before commencing construction.

c) Contractor's equipment shall be structurally and mechanically sound to perform services. Equipment not meeting this requirement shall not be deemed by the City as acceptable for performing services. Leakage, debris, spillage into the basin waters of any soil/fill material (except for approved placement within the canal system), construction materials, demolition debris, oil, gas, transmission fluid, hydraulic fluid, lubricant, or other solvents/chemicals by the Contractor **is strictly prohibited**.

d) Scraping/removal of rust, paint, oysters, barnacles, etc. from Contractor's equipment **will not be allowed** in the Burnt Store Isles or Punta Gorda Isles subdivision limits (land or water).

e) Bidder must identify in their submittal package heavy equipment (i.e. barges, dump trucks, cranes, excavators, loaders, etc.) in the current fleet and proposed to use in servicing this Agreement. The equipment type, year/manufacturer and current condition must be provided for each piece of equipment intended to be used for this Agreement. Equipment proposed for use shall be in sound working order to eliminate breakdowns that would extend the time for completion. If such a breakdown occurs, the Contractor shall have the unit repaired immediately, or bring in like equipment as replacement. The City will not pay for down time or grant additional days to the contract. Equipment will be operated by qualified and licensed operators.

f) Any changes in equipment during the term of the Agreement, temporary or permanent, must be provided to the City Representative in writing.

5) SAFETY

a) The Contractor shall institute proper safety procedures in his work in order to minimize health and safety hazards to the Public and Contractors employees. The Contractor shall also instruct his employees periodically on these procedures and new employees prior to starting work.

b) All of the Contractor's equipment shall be properly secured at all times. The Contractor shall provide adequate flagging, barricades and flashing warning lights (from dusk to dawn, inclusive of all equipment moored next to the sea walls overnight, i.e. barges, tugboats, etc.).

c) Double flashing lights (each with its own power source) shall be placed at each barricade location and the Contractor shall check them daily to assure proper functioning.

d) Contractor shall use extreme caution around or near structures with conflicts or obstructions along the sea walls to prevent possible damage. In addition, any damage or failure of the seawall panels or caps within the confines of the immediate construction or staging area will be the responsibility of the Contractor. Repairs shall be made at the expense of the Contractor and shall be corrected to the City's satisfaction at the Contractors expense. The repair method shall be approved by the City prior to commencing the repair.

e) The Contractor shall perform prudent routine maintenance and inspections of equipment to minimize the risk of accidental spillage or leakage and a schedule for this shall be submitted in writing to the City Representative prior to the start of the work.

6) BEST MANAGEMENT PRACTICES

a) The Contractor is responsible for providing materials, equipment, labor and maintenance for all temporary erosion control devices required by the City.

b) The use of Turbidity Screens shall be utilized to negate siltation and turbidity problems. City Staff will closely monitor this activity and will issue a stop work order if this requirement is not adhered to.

c) The Contractor shall use silt fence (landside) on an Un-Developed or Developed lot where loose soil exists from the Contractor's work. Silt fences shall be properly installed to avoid siltation over the seawall cap and into the canal system. Failure to install silt fence, where required, per City Waterfront Standard detail will result in a stop work order issued by the City.

d) The Contractor shall protect the embankment from erosion by means of plastic or some other measure prior to a rain event. Any erosion that occurs on the job site due to a rain event will be the contractor's responsibility to restore at his own expense. If heavy rain is forecasted, the existing wall shall not be removed if the soil on the landside cannot be protected.

e) The Contractor is prohibited to place any construction/demolition material, siltation or debris in the canal. Debris shall be immediately removed and properly disposed of.

f) The Contractor shall provide, install, and maintain all best management practices as indicated on the Waterfront Development Standards, Staging Site Best Management Practices, Detail WD-21.

7) APPLICATION

a) Work covered by this section includes:
   a. City furnished seawall panels - The City intends to supply seawall panels. Seawall panels are manufactured at the City of Punta Gorda Public Works Yard located at 3130 Cooper Street, Punta Gorda Florida. The contractor will be responsible for loading and transporting seawall panels from the City of Punta Gorda Public Works Yard to project sites. Cost for transportation shall be inclusive to Seawall Replacement bid item.

8) SEAWALL PANELS

a) Seawall panels are tongue and groove. The first panel shall be level and plumb before the next panel is set. If gapping occurs between the first panel and the existing seawall due to existing panel being out of plumb then the gap shall be repaired in accordance with the panel patching requirements below. All panels must be set level and plumb. Tongue and groove must be fully seated for entire length of tongue and groove. On a radius it is understood that one side of the tongue and groove may open but the other side shall remain seated.

b) Panel Patches - When Connecting a new seawall panel to an existing seawall panel the following shall be utilized if the tongue and groove cannot be utilized or fully seated:

   i) Gaps between 1 and 3 inches shall be patched with marine grade hydraulic cement from top of cap to a minimum of 24 inches below the mud line.
   ii) Gaps of 3.1 to 24 inches shall utilize a concrete box pour with rebar cage that will be poured at time of cap pour to a depth at least 24 inches below the mud line. The rebar cage shall be connected to the cap rebar cage and shall match the rebar layout for the appropriate panel length excluding the lifting hair pins (lifting eyes). Concrete must be 5500 psi marine grade ready mix concrete for all box pours. All wood forms shall be removed prior to final inspection. All soil/debris to be removed from between the form boards prior to concrete pour.
   iii) Anything over 24 inches will require a cut panel and item 8(b)(i) marine grade hydraulic cement to make the connection between the existing and new seawall.

c) In the event when existing structures (i.e. pool, lanai, etc.) are too close to the existing seawall, the City may direct the contractor to place new seawall panels in front of existing seawall panels (leaving existing panels in place) to prevent damage to existing structure. This work shall be in in accordance with the ACOE permit, FDEP permit, and

Waterfront Development Standards. The bid item for Offset Seawall Panels will be paid by the Lineal Foot and shall include all materials (City to provide seawall panels), equipment, labor and all incidentals.

d) Any modifications to the seawall panels will be prohibited unless permission is given from the City.

e) A copy of all concrete delivery tickets must be included with the Application for Payment for the period poured.

f) Contractor shall place filter cloth and a bag of gravel over both weep holes in each seawall panel; and filter cloth placed vertically over the joint of the seawall panel on the property side as indicated in the Waterfront Development Standards.

g) In the event the contractor damages any new seawall panels, furnished by the City, during the pick-up, transportation, or installation of the seawall panel, the Contractor will reimburse the City for the cost of the panel. The City will determine if damaged panels are unusable.

h) Once the excavation behind the existing seawall is complete, the Contractor will have five (5) business days to complete the setting of new seawall panels per 80 feet of seawall.

i) The bid items for Seawall Panels shall include all materials, equipment, labor and incidental cost to:

i) Remove, transport and dispose of existing seawall panels;
ii) Remove, transport and dispose of owner's docks IF they are pinned to the seawall.
iii) Transporting, staging, and installation of new seawall panels;
iv) Installation and maintenance of turbidity screens and silt fences;
v) Excavation, transport, and staging of soils as required to replace the seawall system;
vi) Removal and disposal of landscape materials and temporary erosion control materials;
vii) Furnish and install filter cloth and gravel bags;
viii) Furnish and construct reinforced concrete seawall caps;
ix) Installation of fill dirt material inside the limits of construction; compaction, grading and finishing;
x) Restoration of staging areas and all other incidentals.

9) RIP-RAP

a) Some locations require rock rip-rap to armor the seawall or rip-rap may exist at some sites. Work under this section includes furnishing all labor, materials, geotextile fabric, and equipment required to obtain and place rock rip-rap and geotextile fabric at locations as assigned by the City. The contractor shall utilize existing rip-rap rock displaced from the site.

b) It is anticipated that some properties had rip-rap placed at the toe of the seawall. Rip-rap will need to be removed by Contractor, staged and replaced in accordance with the Waterfront Development Standards.

c) The bid item for Rip-Rap shall include the removal and securing of existing rip-rap materials, furnishing geotextile fabric, equipment, labor and all incidentals, install the filter cloth and rip-rap in accordance with the Waterfront Development Standards and paid for by the lineal footage along the face of the seawall. Any additional rip-rap material required will be paid per Ton. The Contractor will be required to submit truck weight tickets with their pay application. The City Representative shall designate areas where rip-rap needs to be added.

10) TIEBACKS AND DEADMEN

a) New deadmen and tiebacks are the required unless site conditions dictate the implementation of tipping plate anchors, helical anchors or welding to existing tiebacks.

b) All deadmen will be constructed in accordance with the Waterfront Development Standards.

c) In rare circumstances a City representative may approve the welding to existing tiebacks.

i) The Contractor shall use epoxy coated rebar.
ii) Testing similar to that outlined in the provided tipping plate anchor detail will be required to determine that the existing deadmen and tiebacks will provide adequate anchorage.
iii) A City representative shall be present during testing.
iv) The contractor will be required to tension the tiebacks prior to welding to ensure no slack is in the tieback.
v) Any approved welded areas of tiebacks shall be coated with coal tar epoxy or equivalent equal as approved by the City.

vi) Approved tiebacks for welding shall be welded no later than seven (7) consecutive calendar days after the seawall cap has been poured for each property.

d) The City shall inspect and approve all tiebacks and deadmen prior to cap construction or backfilling.

e) The cost for Tiebacks, welded or new, are incidental to the Seawall Panel bid item.

f) The bid item for New Deadmen, as directed by the City, will be paid for by each and shall include all materials, equipment, labor, and all incidentals to install the deadmen.

g) In the event there is not enough room to properly install deadmen and/or tiebacks. The contractor may request the use of Tipping Plate Anchors or Helical Anchors.

i) Tipping plate anchors shall be installed in accordance with the Tipping Plate Earth Anchor Plans & Specifications.
ii) The bid item for Tipping Plate Anchors, as approved by the City, will be paid for by "each" and shall include all materials, testing, equipment, labor, and all incidentals to install the Tipping Plate Anchors.
iii) No City approved design currently exists for helical anchors.

11) SEAWALL CAPS

a) The contractor will use reinforcing steel (rebar) as outlined in the Waterfront Development Standards.

b) Forms shall be kept in place and not disturbed for at least twenty-four (24) hours after pour. The cap must cure for at least ten (10) consecutive business days prior to the start of the backfill operation.

c) Connection of new cap to existing cap shall be in accordance with the Waterfront Development Standards.

d) The cost for Seawall Caps must be inclusive to the Seawall Panel bid item if placed on a new wall.

e) The cost for Seawall Caps placed on an existing seawall (with original cap removed) will be paid by the Lineal Foot and shall include all materials, equipment, labor, and all incidentals.

12) FILL MATERIAL, BACKFILLING, AND GRADING

a) After concrete seawall cap has cured, clean fill shall be placed to top of cap to ensure drainage over cap. All disturbed areas shall be graded, compacted and sodded.

b) All fill material will be clean, free from any debris or organics. If additional fill material is needed, the Contractor is responsible for providing the fill material. Utilizing fill material from the canal (waterside of the seawall) is strictly prohibited.

c) All soil shall be placed in lifts and tamped sufficiently to eliminate future settling from loosely placed soils. Jetting of soils is encouraged to avoid future settling along the seawall. However, care should be taken to avoid over compaction of soils behind the seawall to avoid overloading of the seawall.

d) The Contractor will remove and legally dispose of all garbage and debris from the excavated area landward of the seawall prior to backfilling.

e) The Contractor is responsible for restoring existing swales and creating positive flow for drainage. Side slopes for swales shall not exceed 4:1 unless otherwise directed by the City.

f) The Contractor shall backfill behind the seawall no sooner than ten (10) but no later than fifteen (15) business days after the cap has been poured.

g) All costs associated with installing fill material will be incidental to the Seawall Panel bid line item.

h) Cost for Additional Fill Material will include materials, transporting, equipment, labor and any incidentals. Fill Material will be paid for by the cubic yard installed. A copy of the fill material delivery truck ticket shall be included with the Application for Payment for the period used. Fill dirt tonnage will be converted to cubic yards at the rate of 1.25 tons per cubic yard.

i) Fill material must not be stored on resident's property unless approved by the city.

13) OUTFALL DRAINAGE PIPE

a) In the event City owned drainage culvert pipe is encountered, the Contractor will be required to cut the seawall to accommodate the pipe and grout the seawall area utilizing hydraulic cement on the landward and waterward side

of the seawall. The Contractor will be responsible for removing and disposing the old pipe to the limits described by the City. The City will provide the drainage pipe material, however the contractor will supply the connector (i.e. pipe collar, concrete band, etc.) and hydraulic cement, backfill and all other incidental materials. The contractor will be required to compact the soil around the drainage pipe.

b) All pipes that are greater than 8" will be required to have a Manatee Excluder as required by the FDEP permit, Attachment A. The City will install the Manatee Excluder on all pipes prior to contractor picking up the pipe material. The Contractor must give the City a two business day notice of when pipe will be picked up to allow time for the City to modify the pipe.

c) The contractor will be required to install 12.5' or longer panels on both sides of the drainage pipe, as directed by the City Representative.

d) The contractor may encounter small stormwater system outfall pipes (typically adjacent to condominiums) that are not owned by the City. The Contractor will be required to cut the seawall to accommodate the pipe and grout the seawall area utilizing hydraulic cement on the landward and water ward side of the seawall. All pipes 6" and under will be incidental to the Seawall Panel bid item. Gutter downspout pipes, pool overflow pipes, water pipes, conduits, and other small diameter pipes are not allowed to penetrate the seawall. These shall be capped in accordance with the Conflict section above.

j) The contractor will be responsible for loading and transporting pipe material from the City of Punta Gorda Public Works Yard located 3130 Cooper Street, Punta Gorda, Florida. Cost for transporting materials shall be incidental to the Outfall Drainage Pipe bid item.

k) In the event the contractor damages any new pipe or Manatee Excluder, furnished by the City, during the pick-up, transportation or installation of the outfall pipe, the Contractor will reimburse the City for the cost of the materials. The City will determine if damaged materials are unusable.

e) The bid item for Outfall Drainage Pipe will be paid for by Each and shall include all materials (excluding pipe and Manatee Excluder material), equipment, labor and all incidentals to install the outfall drainage pipe.

f) Pipes shall be installed to ensure the Manatee Excluder is oriented vertically.

14) SODDING

a) Sodding shall conform to Section 575 of the Florida Department of Transportation Standard Specification for Road and Bridge Construction, latest edition. Seeding/mulching or strip sodding is strictly prohibited.

b) All areas disturbed by construction must be uniformly filled, graded, restored and sodded matching the existing sod types. Any areas disturbed outside of the Limits of Construction shall be restored at the Contractors expense. Sod that has been cut for more than 72 hours will not be allowed to be placed on projects.

c) Sod placed on property will be "cut in" to match the elevation of adjacent existing sod, and will conform to the slope characteristic of the property prior to it being disturbed. All sod shall be placed with edges in close contact (no gaps or overlapping) and shall be firmly and smoothly embedded by use of tamping equipment or push weighted turf roller to present an even surface. All sod joints shall be staggered.

d) Argentine Bahia and Floratam are the typical sod species that will be replace and must match the existing sod at each location. Sod shall be placed within five (5) consecutive business days after final grade of backfill to maintain slope and prevent erosion per 80 feet of seawall. Owners of properties that are developed will be responsible for watering the sod once it is placed.

e) Typically Argentine Bahia is placed at all undeveloped properties (vacant lots). The contractor is responsible for watering sod placed on Un-Developed lots and establishing sod for a minimum of thirty (30) calendar days. Watering may be performed by utilizing a water truck at the contractor's expense or contacting the City's Billing & Collection Division to obtain a permit to utilize City Water and a water meter also at the contractor's expense. The cost for watering and establishing sod for Un-Developed property must be inclusive to the sod bid items related to Un-Developed lots.

f) The contractor is responsible for compacting and providing a smooth grade prior to placing sod. All eroded areas or ruts will be backfilled and inspected prior to sod placement. Silt fences will remain in place until the sod has been placed.

g) The bid item for sodding activities shall include all materials, equipment, labor and all incidentals for site preparation and furnish and install sod.

15) STAGING AREAS

a) Per City Ordinance, vehicles are typically prohibited from being parked/stored on vacant property overnight. However, City Ordinance 1752-13 allows the Canal Maintenance Contractor to store equipment/vehicles overnight on vacant property if a City temporary permit is issued. The Contractor will be responsible to notify the property owner(s) of vacant lots they choose to stage on prior to issuance of a staging permit. Contact information can be provided to the Contractor by the City Representative.

   a. Staging Area is defined as "a temporary location where vehicles, equipment or materials are stored by the Contractor". Staging sites will not be used as a construction yard. Offices, tables, chairs, tents, BBQ grills, etc. shall not be allowed on the staging sites. Staging areas can be utilized for seawall replacement projects only. The Contractor will be allowed to occupy vacant properties for construction staging for a maximum period of 90 days, unless prior written authorization is provided by City staff. The contractor will submit with his monthly schedule, a list of vacant lots scheduled to be used for staging areas indicating when the property owners have been notified. The City will authorize each proposed site.

   b. The Contractor will be responsible for notifying the City Inspector a minimum of two (2) full business days in advance of mobilizing onto a staging site so the inspector can take pre-construction photos. Contractor shall keep the staging area(s) clean on a daily basis. All trash must be contained and vegetation must be controlled and mowed around site obstacles.

b) The Contractor shall provide, install, and maintain all Best Management Practices (BMPs) shown on the Waterfront Development Standards detail for all staging locations. The BMPs must be installed prior to a lot being used for staging. All BMPs shall be removed from a staging location and the lot restored when the lot is no longer being utilized.

c) The Contractor must use one designated ingress and egress point for entering and exiting the staging area as shown on the Standard Detail for Filter Barrier Requirements.

d) The contractor shall remove all equipment and materials from the waterway and restore the staging area within five (5) consecutive business days after project completion of assigned work locations in the immediate area. If the contractor intends to utilize the same staging area for another project, he shall notify the City Representative. Restoration of the staging area may include removing all equipment and materials, seawall/structure repairs, grading, and sodding etc. The City Representative shall inspect the staging area and report to the Contractor if the restoration work is complete and acceptable or if additional restoration is required to restore the site to the original condition, inclusive of repairing seawalls or structures located on the site damaged by the contractor during the activity. Final payment for each SOW will not be approved until the staging area has been restored and approved by the City Representative.

e) Contractor shall provide and maintain adequate disposal facilities for all trash and debris associated with the performance of work and shall routinely caution employees of proper disposal procedures.

f) Contractor is responsible to clean-up improperly disposed or contained materials and chemicals immediately. The contractor will also be responsible for mowing the spoil site when needed.

g) The cost for restoring Staging Areas will be incidental to the Seawall Panel bid item.

16) MISCELLANEOUS

a) The City of Punta Gorda will inspect the work for conformance to project specifications, Waterfront Development Standards, FDEP permit and ACOE Permit. Required inspections over and above the period from 8:00 am to 3:30 PM Monday through Friday, (excluding City observed Holidays) shall be paid by the Contractor to the City at the respective overtime rate. The Contractor shall provide a minimum of two (2) full business days advance notice to the City inspector, of the work to be performed outside of the hours and days specified above unless emergency situations prohibit. NO WORK ON SUNDAYS WILL BE PERMITTED. The start time for work will be 7:00 a.m., stop time will be 7:00 pm.

b) All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, indicated in the Specifications.

a. In the event the City Representative or staff finds the materials, or other furnished product in which the materials are used or the work performed are not in reasonable close conformity with the permits or specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

17) NOISE CONTROL

The Contractor shall make every effort to minimize noises caused by their operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with County, State and Federal Regulations.

18) PROTECTION OF EXISTING STRUCTURES AND UTILITIES

The Contractor shall assume full responsibility for the protection of all existing seawalls, buildings, structures, and utilities, private or public, including, but not limited to poles, signs, services to building, utilities in the right-of-way, gas pipes, water pipes, hydrants, sewers, storm drains, sidewalks, driveways, underdrain, sod, landscape, electric, or communication cables. The Contractor shall carefully support and protect all such structures and utilities from injury of any kind. The Contractor at their expense shall repair any damage resulting from the Contractor's operations.

19) RESTORATION, CLEANUP AND DISPOSAL OF DEBRIS (EXCLUDING DISPOSAL OF SPOIL MATERIAL)

a) During the course of the work, the Contractor shall keep the site of their operations in as clean and neat a condition as is possible. They shall dispose of all residue/debris resulting from the demolition work and, at the conclusion of the work they shall remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures and other debris remaining from the demolition operations and shall leave the entire site of the work in a neat and orderly condition.

b) Clean up during construction is required and shall include:

   a. Execute daily cleaning to keep the Work, the site and adjacent properties from accumulations of waste materials, rubbish and windblown debris, resulting from demolition operations.

   b. Provide onsite containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in onsite containers. The contractor is prohibited to bury any debris at any of the locations.

   c. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

   d. Final cleaning of work area is required and shall include broom clean exterior paved surfaces, rake clean other surfaces on the grounds.

c) Prior to final completion, the Contractor shall conduct an inspection, with the City Representative, of all work areas to verify that the entire work areas are clean.

d) Contractor is responsible to clean-up improperly disposed or contained materials and chemicals immediately.

e) Debris within the limits of construction, including, but not limited to, removed seawall panels, caps, dead men, tiebacks, docks, boatlifts, steps, landscape features, hardscape features, shrubs, trees, etc. along with debris from the construction process shall be removed, transported and properly disposed of by the Contractor at their expense. However, there may be unusual situations where davit bases are in conflict with construction, which will be paid based on "per each base" for removal, loading, transportation, off-loading and disposal of davit.

f) It is the property owner's responsibility to relocate/remove appurtenances at the property owner's expense.

g) Property owners are responsible for the removal and replacement of property owner fences, sidewalks, lights, electrical outlets, hose bibs, walkway pavers, vegetation, etc.; therefore the City will not compensate the Contractor if this service is provided to the property owner.

20) COORDINATION OF PERMITS, SPECIFICATIONS, & SPECIAL PROVISIONS

a) These specifications, Permits, Special Conditions, and all Supplementary Documents are integral parts of the contract, and a requirement occurring in one is as binding as though occurring in all. In case of discrepancy, computed dimensions shall govern over scaled dimensions.

b) Any conflicts between the FDEP or ACOE permit and the City's Waterfront Design Standards, the City's Waterfront Design Standards will supersede and govern the construction activity.

21) CONSTRUCTION HYDRANT METER FEE SCHEDULE

a) Hydrant meters, when available, may be rented for a period not to exceed six (6) months. City forces will install the meter at the location designated by the Contractor within forty-eight (48) hours of receipt of payment for all fees designated below. All meters are to remain at the location of installation until returned to the Billing and collections Division, 126 Harvey Street, Punta Gorda, FL. If a meter is not returned prior to or at the end of the six (6) month period, the meter deposit shall be retained by the City. Meters shall be read monthly and subject to all fees and charges stated in this section. Any meter that cannot be located at the time of the monthly reading shall be considered illegally moved and subject to immediate forfeiture of the meter deposit.

b) Connection to a fire hydrant without an approved backflow prevention device is prohibited. Specific standards are stated in the City's Utility Standards and Procedure Manual, which are available to be viewed at the City's Utility's Department, 3132 Cooper Street, Punta Gorda, FL.

c) A fee will be charged against the meter account for any damages caused to City meters or appurtenances based upon cost and actual expenses.

d) A fee will be charged to all applicants requesting a change of meter size. The fee will consist of the new meter installation charge plus additional capacity fees as may be applicable.

e) Meter installation fee is fifty dollars ($50.00) with a security deposit of five hundred dollars ($500.00) is required to set a meter for construction purposes on temporary basis.

f) A bill will be sent monthly for the meter charge and consumption.

MONTHLY METER CHARGE IS BASED ON THE FOLLOWING RATE
INSIDE CITY LIMITS: 2" METER $5.89 CUSTOMER BILL CHARGE $108.40 equivalent resident unit charge **Plus 10% tax on all water related charges**

MONTHLY METER CHARGE IS BASED ON THE FOLLOWING RATE
OUTSIDE CITY LIMITS: 2" METER $7.36 CUSTOMER BILL CHARGE $135.52 EQUIVALENT RESIDENT UNIT CHARGE **Plus 10% tax on all water related charges**

MONTHLY CONSUMPTION CHARGE IS BASED ON THE FOLLOWING RATES		
Thousands of gallons of water used	Inside City Limits	Outside City Limits
	PER THOUSAND GALLONS	
ALL USE PER 1,000	$5.12	$6.40
		Rates Effective 10/1/2025

EXHIBIT B: RELEASE AND AFFIDAVIT TO OWNER

PROJECT NO: _____ PROJECT TITLE:_____

COUNTY OF: _____, STATE OF FLORIDA

*The term, "lienor" as used in this affidavit means any person having a lien or a prospective lien, under the Mechanics Lien of Florida on the land and property of the **OWNER** described in the Agreement Document.*

Before me, the undersigned authority, personally appeared _____ _____who after being duly sworn, deposes and says:

(1) In accordance with the Agreement Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and it's subcontractors, material-men, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against the City of Punta Gorda, Florida, relating in any way to the performance of the Agreement between Contractor and Owner dated _____, 20_____ for the period from _____ to _____, excluding all retainage withheld and any pending claims or disputes as expressly specified as follows: _____.

(2) Contractor certifies for itself and its subcontractors, material-men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) To the maximum extent permitted by law, Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against the Owner arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. _____.

CONTRACTOR

_____

BY: _____

_____ ITS: _____President

_____ DATE: _____

Witnesses

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature of Notary)

NAME: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____
Commissioner No.: _____

EXHIBIT C: SUBCONTRACTOR LIST

Agreement #_____ Contractor: _____

Initial	Add/Change Date	Subcontractor Name	Add/Change Comment	Certificate of Insurance Submitted	Final Release Submitted

Bid Request Number F2024137/MAR-SEAWALLMTCE/2425/2

Specification Responses

				Marine Contracting Group		Caloosahatchee Marine Contracting Group, LLC		Hurricane Ian Contract		Solicitation F2024111	
	Submittal Components							**Unit prices provided below have been calculated based on an average of the unit prices for the seven zones from unit prices bid in March 2023.**		**Unit prices received for solicitation F2024111 issued in March 2025. The division elected not to move forward with an agreement due to the limited amount of work that could be achieved using such inflated unit prices.**	
	On-Line / Hardcopy			Hardcopy		Hardcopy					
	Bidders Response Form			Yes		Yes					
	Addendums			Yes		Yes					
	Original Bid Bonds			Yes		Electronic	SU7116476-000				
	City Forms			Yes		Yes					
	Certified Resolution			Yes		Yes					
	Legal Business			Yes		Yes					
	Sunbiz										
	License #			SCC131151730							
	License Holder Name			Brian Midolo		**Rejected - Failure to submit material components - no unit pricing included in their bid package.**					
	References			Yes							
	Everify confirmation			Yes							
	Agrees to Timeline			Yes							
Line	**Description**	**UOM**	**QTY**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1	**Seawall Panel - 10' Long**. Installation of **CITY SUPPLIED Seawall Panel**, inclusive of labor, equipment, non-seawall panel materials, and standard seawall caps in place.	LINEAL FOOT	1	**$ 426.08**	**$ 426.08**	**$ -**	**$ -**	**$ 406.71**	**$ 406.71**	**$ 1,283.16**	**$ 1,283.16**
2	**Seawall Panel - 12 1/2' Long**. Installation of **CITY SUPPLIED Seawall Panel**, inclusive of labor, equipment, non-seawall panel materials, and standard seawall caps in place.	LINEAL FOOT	1	**$ 465.50**	**$ 465.50**	**$ -**	**$ -**	**$ 411.85**	**$ 411.85**	**$ 1,330.61**	**$ 1,330.61**
3	**Seawall Panel - 14' Long**. Installation of **CITY SUPPLIED Seawall Panel**, inclusive of labor, equipment, non-seawall panel materials, and standard seawall caps in place.	LINEAL FOOT	1	**$ 465.50**	**$ 465.50**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,330.61**	**$ 1,330.61**

Bid Request Number F2024137/MAR-SEAWALLMTCE/2425/2

Specification Responses				Marine Contracting Group		Caloosahatchee Marine Contracting Group, LLC		Hurricane Ian Contract		Solicitation F2024111	
4	**Thickened Seawall Cap** – Installation of **27" wide x 18" tall Seawall Cap**, inclusive of labor, equipment, and materials in place. This line item is for the ***additional cost*** **to increase the size of the standard seawall cap in the seawall panel installation line items** above. If utilized, both line items will be paid.	LINEAL FOOT	1	**$ 98.33**	**$ 98.33**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 52.02**	**$ 52.02**
5	**Offset Seawall Panels** – 10' Long. Installation of **CITY SUPPLIED Seawall Panel in front of an existing seawall**, inclusive of labor, equipment, non-seawall panel materials, gravel, standard cap in place.	LINEAL FOOT	1	**$ 468.69**	**$ 468.69**	**$ -**	**$ -**	**$ 525.00**	**$ 525.00**	**$ 1,242.03**	**$ 1,242.03**
6	**Offset Seawall Panels** – 12 1/2' Long. Installation of **CITY SUPPLIED Seawall Panel in front of an existing seawall**, inclusive of labor, equipment, non-seawall panel materials, gravel, standard cap in place.	LINEAL FOOT	1	**$ 512.05**	**$ 512.05**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,289.49**	**$ 1,289.49**
7	**Offset Seawall Panels** – 14' Long. Installation of **CITY SUPPLIED Seawall Panel in front of an existing seawall**, inclusive of labor, equipment, non-seawall panel materials, gravel, standard cap in place.	EACH	1	**$ 512.05**	**$ 512.05**	**$ 850.00**	**$ 850.00**	**$ -**	**$ -**	**$ 1,289.49**	**$ 1,289.49**
8	**Standard Seawall Cap –** Installation of **16" wide x 11" tall Seawall Cap**, inclusive of labor, equipment, and materials in place.	LINEAL FOOT	1	**$ 215.00**	**$ 215.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 356.00**	**$ 356.00**
9	**Concrete Deadmen -** Includes materials, backfill, grading, equipment, labor, tiebacks and any incidentals.	EACH	1	**$ 950.00**	**$ 950.00**	**$ -**	**$ -**	**$ 950.00**	**$ 950.00**	**$ 1,693.51**	**$ 1,693.51**
10	**Tipping Plate Anchor –** requires approval from City representative. Includes materials, equipment, labor, and testing.	EACH	1	**$ 1,275.00**	**$ 1,275.00**	**$ -**	**$ -**		**$ -**	**$ 1,573.65**	**$ 1,573.65**
11	**Helical Anchor –** requires approval from City representative. Includes materials, equipment, labor, and testing.	EACH	1	**$ 1,275.00**	**$ 1,275.00**	**$ -**	**$ -**	**$ 1,500.00**	**$ 1,500.00**	**$ 1,909.88**	**$ 1,909.88**

Bid Request Number F2024137/MAR-SEAWALLMTCE/2425/2

Specification Responses

				Marine Contracting Group		Caloosahatchee Marine Contracting Group, LLC		Hurricane Ian Contract		Solicitation F2024111	
12	**Additional Fill Material –** Includes materials, transportation, equipment, labor, and any incidentals.	CUBIC YARD	1	$ 40.15	$ 40.15	$ -	$ -	$ 36.50	$ 36.50	$ 157.48	$ 157.48
13	**Rip Rap Protection, Existing –** This line item is for areas where existing rip rap is located. To include removal of existing rip rap, stockpiling of existing rip rap, fabric installation, and rip rap installation (both stockpiled and additional).	LINEAL FOOT	1	$ 197.50	$ 197.50	$ -	$ -	$ 150.00	$ 150.00	$ 191.30	$ 191.30
14	**Rip Rap Protection, New –** This line item is for areas where no existing rip rap is present. To include fabric installation, and rip rap installation.	LINEAL FOOT	1	$ 173.50	$ 173.50	$ -	$ -	$ -	$ -	$ 122.81	$ 122.81
15	**Additional Rip Rap Material –** Additional Rip Rap materials to be supplied by contractor as directed by the City representative, which will be paid in addition to the above Rip Rap Protection line items. Includes materials, transportation, equipment, labor, and any incidentals.	TON	1	$ 110.00	$ 110.00	$ -	$ -	$ 95.00	$ 95.00	$ 129.26	$ 129.26
16	**Developed: Sod - Argentine Bahia**, inclusive of site preparation, labor, materials, and equipment to install sod in place.	SQUARE FOOT	1	$ 1.80	$ 1.80	$ -	$ -	$ 1.50	$ 1.50	$ 2.68	$ 2.68
17	**Developed: Sod - Floratam**, inclusive of site preparation, labor, materials, and equipment to install sod in place.	SQUARE FOOT	1	$ 2.25	$ 2.25	$ -	$ -	$ 1.85	$ 1.85	$ 3.06	$ 3.06
18	**Un-Developed Property: Sod - Argentine Bahia**, inclusive of site preparation, labor, materials, equipment to install sod in place, thirty (30) calendar days of watering, and establishment of sod.	SQUARE FOOT	1	$ 2.30	$ 2.30	$ -	$ -	$ 1.50	$ 1.50	$ 5.26	$ 5.26
19	**Outfall Drainage Pipe Rework,** inclusive of providing all labor, tools, equipment, materials, connector bands, concrete collars, hydraulic cement, compaction for existing pipe penetrations. (City to furnish any required pipe.)	EACH	1	$ 1,233.29	$ 1,233.29	$ -	$ -	$ 1,100.00	$ 1,100.00	$ 7,524.14	$ 7,524.14
20	**Davit Removal and Disposal,** inclusive of all labor, equipment, transportation and disposal.	EACH	1	$ 450.00	$ 450.00	$ -	$ -	$ 329.00	$ 329.00	$ 2,027.58	$ 2,027.58

Bid Request Number F2024137/MAR-SEAWALLMTCE/2425/2

Specification Responses				Marine Contracting Group		Caloosahatchee Marine Contracting Group, LLC		Hurricane Ian Contract		Solicitation F2024111	
21	**Concrete Slab Removal and Disposal,** inclusive of all labor, equipment, transportation and disposal.	SQUARE	1	**$ 15.00**	**$ 15.00**	**$ -**	**$ -**	**$ 15.00**	**$ 15.00**	**$ 23.52**	**$ 23.52**
22	**Dock Slab Removal and Disposal,** inclusive of all labor, equipment, transportation and disposal.	SQUARE FOOT	1	**$ 15.00**	**$ 15.00**	**$ -**	**$ -**	**$ 1,575.00**	**$ 1,575.00**	**$ 26.97**	**$ 26.97**
23	**Labor Rate - for unforeseen work not specified above.**	HOUR	1	**$ 65.70**	**$ 65.70**	**$ -**	**$ -**	**$ 350.00**	**$ 350.00**	**$ 554.31**	**$ 554.31**
	TOTAL EXTENDED UNIT PRICE				**$ 8,969.69**						**$ 24,118.82**
	Scenario #1				$ 110,011.35						$ 267,025.35
	Scenario #2				$ 225,395.77						$ 544,408.34
	Scanario #3				$ 115,970.74						$ 263,318.76
	Total Bid Lump Sum Amount with Scenarios 1, 2, & 3				**$ 460,347.55**						**$ 1,098,871.27**

Current prices bid are 168% lower than prices bid in March 2025.

INSTRUCTIONS FOR COMPLETING & SUBMITTING BIDDERS'S SCHEDULE OF VALUES ONLINE:	
1	**REFER TO THE SCHEDULE OF VALUES GUIDE ATTACHED TO THE EPROCUREMENT BID REQUEST FOR COMPLETE INSTRUCTIONS**
2	Save this file to your computer (Click "FILE" and then "SAVE AS") Remember where and the name of the file saved.
3	Complete all areas highlighted in GREEN and "SAVE". Extended price will **automatically calculate** based on the UNIT PRICE multiplied by the ESTIMATED QUANTITIES (If applicable)
4	Upload COMPLETED document to the eProcurement site in the RESPONSE ATTACHMENT SECTION (Browse your computer to SELECT the file to UPLOAD to your solicitation). This file SHALL be submitted with your ON-LINE RESPONSE or a HARD COPY with each page signed shall be submitted in accordance with the instructions.

NAME OF BIDDER	Marine Contracting Group, Inc.

ITEM #	DESCRIPTION	UOM	QTY	UNIT PRICE	EXTENDED PRICE
1	**Seawall Panel - 10' Long**. Installation of **CITY SUPPLIED Seawall Panel**, inclusive of labor, equipment, non-seawall panel materials, tiebacks, dead men, and standard seawall caps in place.	LINEAL FOOT	1	$ 426.08	**$ 426.08**
2	**Seawall Panel - 12 1/2' Long**. Installation of **CITY SUPPLIED Seawall Panel**, inclusive of labor, equipment, non-seawall panel materials, tiebacks, dead men, and standard seawall caps in place.	LINEAL FOOT	1	$ 465.50	**$ 465.50**
3	**Seawall Panel - 14' Long**. Installation of **CITY SUPPLIED Seawall Panel**, inclusive of labor, equipment, non-seawall panel materials, tiebacks, dead men, and standard seawall caps in place.	LINEAL FOOT	1	$ 465.50	**$ 465.50**
4	**Thickened Seawall Cap** – Installation of **27" wide x 18" tall Seawall Cap**, inclusive of labor, equipment, and materials in place. This line item is for the ***additional cost*** **to increase the size of the standard seawall cap in the seawall panel installation line items** above. If utilized, both line items will be paid.	LINEAL FOOT	1	$ 98.33	**$ 98.33**
5	**Offset Seawall Panels** – 10' Long. Installation of **CITY SUPPLIED Seawall Panel in front of an existing seawall**, inclusive of labor, equipment, non-seawall panel materials, gravel, standard cap in place.	LINEAL FOOT	1	$ 468.69	**$ 468.69**
6	**Offset Seawall Panels** – 12 1/2' Long. Installation of **CITY SUPPLIED Seawall Panel in front of an existing seawall**, inclusive of labor, equipment, non-seawall panel materials, gravel, standard cap in place.		1	$ 512.05	**$ 512.05**

ITEM #	DESCRIPTION	UOM	QTY	UNIT PRICE	EXTENDED PRICE
7	**Offset Seawall Panels** – 14' Long. Installation of **CITY SUPPLIED Seawall Panel in front of an existing seawall**, inclusive of labor, equipment, non-seawall panel materials, gravel, standard cap in place.	LINEAL FOOT	1	$ 512.05	**$ 512.05**
8	**Standard Seawall Cap –** Installation of **16" wide x 11" tall Seawall Cap**, inclusive of labor, equipment, and materials in place.	LINEAL FOOT	1	$ 215.00	**$ 215.00**
9	**Concrete Deadmen -** Includes materials, backfill, grading, equipment, labor, and any incidentals.	EACH	1	$ 950.00	**$ 950.00**
10	**Tipping Plate Anchor –** requires approval from City representative. Includes materials, equipment, labor, and testing.	EACH	1	$ 1,275.00	**$ 1,275.00**
11	**Helical Anchor –** requires approval from City representative. Includes materials, equipment, labor, and testing.	EACH	1	$ 1,275.00	**$ 1,275.00**
12	**Additional Fill Material –** Includes materials, transportation, equipment, labor, and any incidentals.	CUBIC YARD	1	$ 40.15	**$ 40.15**
13	**Rip Rap Protection, Existing –** This line item is for areas where existing rip rap is located. To include removal of existing rip rap, stockpiling of existing rip rap, fabric installation, and rip rap installation (both stockpiled and additional).	LINEAL FOOT	1	$ 197.50	**$ 197.50**
14	**Rip Rap Protection, New –** This line item is for areas where no existing rip rap is present. To include fabric installation, and rip rap installation.	LINEAL FOOT	1	$ 173.50	**$ 173.50**
15	**Additional Rip Rap Material –** Additional Rip Rap materials to be supplied by contractor as directed by the City representative, which will be paid in addition to the above Rip Rap Protection line items. Includes materials, transportation, equipment, labor, and any incidentals.	TON	1	$ 110.00	**$ 110.00**
16	**Developed: Sod - Argentine Bahia**, inclusive of site preparation, labor, materials, and equipment to install sod in place.	SQUARE FOOT	1	$ 1.80	**$ 1.80**
17	**Developed: Sod - Floratam**, inclusive of site preparation, labor, materials, and equipment to install sod in place.	SQUARE FOOT	1	$ 2.25	**$ 2.25**
18	**Un-Developed Property: Sod - Argentine Bahia**, inclusive of site preparation, labor, materials, equipment to install sod in place, thirty (30) calendar days of watering, and establishment of sod.	SQUARE FOOT	1	$ 2.30	**$ 2.30**
19	**Outfall Drainage Pipe Rework,** inclusive of providing all labor, tools, equipment, materials, connector bands, concrete collars, hydraulic cement, compaction for existing pipe penetrations. (City to furnish any required pipe.)	EACH	1	$ 1,233.29	**$ 1,233.29**

ITEM #	DESCRIPTION	UOM	QTY	UNIT PRICE	EXTENDED PRICE
20	**Davit Removal and Disposal,** inclusive of all labor, equipment, transportation and disposal.	EACH	1	$ 450.00	**$ 450.00**
21	**Concrete Slab Removal and Disposal,** inclusive of all labor, equipment, transportation and disposal.	SQUARE FOOT	1	$ 15.00	**$ 15.00**
22	**Dock Slab Removal and Disposal,** inclusive of all labor, equipment, transportation and disposal.	SQUARE FOOT	1	$ 15.00	**$ 15.00**
23	**Labor Rate - for unforeseen work not specified above.**	HOUR	1	$ 65.70	**$ 65.70**
	TOTAL EXTENDED UNIT PRICE				**$ 8,969.69**
	TOTAL SCENARIO 1 SUM AMOUNT				**$ 110,011.35**
	TOTAL SCENARIO 2 SUM AMOUNT				**$ 225,395.77**
	TOTAL SCENARIO 3 SUM AMOUNT				**$ 115,970.74**
	TOTAL BID LUMP SUM AMOUNT with SCENARIOS 1, 2, and 3				**$ 460,347.55**

SEAWALL REPLACEMENT - BID SCENARIO 1

STATEMENT OF WORK (SOW)

Agreement	F2024111/MAR-SEAWALLMTCE/0960	SOW Number	PGI WALL 25-001
PO Number	12345	Request Date	3/1/2025
Contractor	TBD	Revision Date	

Seawall*, Cap, Tiebacks, Fill, Etc.

*City supplied 10' seawall panels:	2.0		panels
*City supplied 12.5' seawall panels:	19.7		panels
*City supplied 14' seawall panels:	0.0		panels

Location Number(s)	Description of Work			Unit of Measure	Unit Price	Extended Price		Date Complete	Pay App. #
	Estimated	Actual				Estimated	Actual		
2	12		10' Seawall Panel	LF	$ 426.08	$5,112.96			
1 & 2	118		12.5' Seawall Panel	LF	$ 465.50	$54,929.00			
			14' Seawall Panel	LF	$ 465.50	$0.00			
			Thickened Seawall Cap	LF	$ 98.33	$0.00			
			Offset 10' Seawall Panels	LF	$ 468.69	$0.00			
			Offset 12.5' Seawall Panels	LF	$ 512.05	$0.00			
			Offset 14' Seawall Panels	LF	$ 512.05	$0.00			
1	2		Standard Seawall Cap	LF	$ 215.00	$430.00			
2	3		Concrete Deadmen	EA	$ 950.00	$2,850.00			
1	20		Tipping Plate Anchor	EA	$ 1,275.00	$25,500.00			
			Helical Anchor	EA	$ 1,275.00	$0.00			
1 & 2	214		Additional Fill Material	CY	$ 40.15	$8,592.10			
			Rip Rap Protection, Existing	LF	$ 197.50	$0.00			
1 & 2	24		Rip Rap Protection, New	LF	$ 173.50	$4,164.00			
1 & 2	13.5		Additional Rip Rap Material	TON	$ 110.00	$1,485.00			
1	600		Developed: Sod - Bahia	SF	$ 1.80	$1,080.00			
2	960		Developed: Sod - Floratam	SF	$ 2.25	$2,160.00			
			Un-Developed: Sod - Bahia	SF	$ 2.30	$0.00			
1 & 2	1		Outfall Drainage Pipe Rework	EA	$ 1,233.29	$1,233.29			
2	2		Davit Removal and Disposal	EA	$ 450.00	$900.00			
			Concrete Slab Remove/Dispose	SF	$ 15.00	$0.00			
1	105		Dock Slab Remove/Dispose	SF	$ 15.00	$1,575.00			
			Labor: Unforeseen Work	HOUR	$ 65.70	$0.00			
Total						**$110,011.35**			

Location	1	Vac/Occ.	Occupied
Address #	250 WHIPPOORWILL		
Legal Descrip.	LOT 75 BLK 320, PGI SEC 14		
PA Number	412224478098		
Owner	John and Mary Smith		
Street	123 Main Street		
City, ST Zip	Denver, CO 80111		
Phone #	720-200-2000		
Notes	50 LF		

Location	2	Vac/Occ.	Occupied
Address #	252 WHIPPOORWILL		
Legal Descrip.	LOT 76 BLK 320, PGI SEC 14		
PA Number	412224478099		
Owner	Chris and June Williams		
Street	252 WHIPPOORWILL		
City, ST Zip	Punta Gorda, FL 33950		
Phone #	941-500-6000		
Notes	80 LF		

Location		Vac/Occ.	
Address #			
Legal Descrip.			
PA Number			
Owner			
Street			
City, ST Zip			
Phone #			
Notes			

Location		Vac/Occ.	
Address #			
Legal Descrip.			
PA Number			
Owner			
Street			
City, ST Zip			
Phone #			
Notes			

Comments:

Scheduled Start Date: _____ Estimated Completion Date: _____

SOW ESTIMATE PROVIDED BY:

Contractor's Signature Date

Name, Company

SOW ESTIMATE ACCEPTED AND AUTHORIZE WORK:

City Representative's Signature Date

Marc Storm, Canal Maintenance Supervisor

TO BE COMPLETED UPON COMPLETION OF SOW: CITY CERTIFIES ALL WORK IS COMPLETED, INSPECTED AND ACCEPTED.

Contractor's Signature Date

Name, Company

City Representative's Signature Date

Marc Storm, Canal Maintenance Supervisor

Guarantee Expiration Date: _____

SEAWALL REPLACEMENT - BID SCENARIO 2

STATEMENT OF WORK (SOW)

Agreement	F2024111/MAR-SEAWALLMTCE/0960	SOW Number	PGI WALL 25-002
PO Number	12345	Request Date	3/13/2025
Contractor	TBD	Revision Date	

Seawall*, Cap, Tiebacks, Fill, Etc.

*City supplied 10' seawall panels:	3.0		panels
*City supplied 12.5' seawall panels:	35.2		panels
*City supplied 14' seawall panels:	8.0		panels

Location Number(s)	Description of Work			Unit of Measure	Unit Price	Extended Price		Date Complete	Pay App. #
	Estimated	Actual				Estimated	Actual		
			10' Seawall Panel	LF	$ 426.08	$0.00			
1, 2, & 3	211		12.5' Seawall Panel	LF	$ 465.50	$98,220.50			
3	36		14' Seawall Panel	LF	$ 465.50	$16,758.00			
			Thickened Seawall Cap	LF	$ 98.33	$0.00			
1	18		Offset 10' Seawall Panels	LF	$ 468.69	$8,436.42			
			Offset 12.5' Seawall Panels	LF	$ 512.05	$0.00			
3	12		Offset 14' Seawall Panels	LF	$ 512.05	$6,144.60			
			Standard Seawall Cap	LF	$ 215.00	$0.00			
2	7		Concrete Deadmen	EA	$ 950.00	$6,650.00			
1 & 3	30		Tipping Plate Anchor	EA	$ 1,275.00	$38,250.00			
1	3		Helical Anchor	EA	$ 1,275.00	$3,825.00			
1, 2, & 3	493		Additional Fill Material	CY	$ 40.15	$19,793.95			
3	77		Rip Rap Protection, Existing	LF	$ 197.50	$15,207.50			
			Rip Rap Protection, New	LF	$ 173.50	$0.00			
3	12.0		Additional Rip Rap Material	TON	$ 110.00	$1,320.00			
			Developed: Sod - Bahia	SF	$ 1.80	$0.00			
1 & 3	2,364		Developed: Sod - Floratam	SF	$ 2.25	$5,319.00			
2	960		Un-Developed: Sod - Bahia	SF	$ 2.30	$2,208.00			
			Outfall Drainage Pipe Rework	EA	$ 1,233.29	$0.00			
			Davit Removal and Disposal	EA	$ 450.00	$0.00			
1	200		Concrete Slab Remove/Dispose	SF	$ 15.00	$3,000.00			
			Dock Slab Remove/Dispose	SF	$ 15.00	$0.00			
3	4		Labor: Unforeseen Work	HOUR	$ 65.70	$262.80			
Total						**$225,395.77**			

Location	1	Vac/Occ.	Occupied	Location	2	Vac/Occ.	Vacant
Address #	130 Palm Tree Drive			Address #	132 Palm Tree Drive		
Legal Descrip.	LOT 300 BLK 20, PGI SEC 4			Legal Descrip.	LOT 301 BLK 20, PGI SEC 4		
PA Number	412211189995			PA Number	412211189996		
Owner	Steve Anderson			Owner	David and Emma Jones		
Street	130 Palm Tree Drive			Street	1000 5th Avenue		
City, ST Zip	Punta Gorda, FL 33950			City, ST Zip	Nashville, TN 37201		
Phone #	941-394-0011			Phone #	615-001-0003		
Notes	120 LF			Notes	80 LF		
Location	3	Vac/Occ.	Occupied	Location		Vac/Occ.	
Address #	134 Palm Tree Drive			Address #			
Legal Descrip.	LOT 302 BLK 20, PGI SEC 4			Legal Descrip.			
PA Number	412211189997			PA Number			
Owner	Charles and Amy Davis			Owner			
Street	134 Palm Tree Drive			Street			
City, ST Zip	Punta Gorda, FL 33950			City, ST Zip			
Phone #	941-505-4321			Phone #			
Notes	77 LF			Notes			

Comments:

Scheduled Start Date: _____ Estimated Completion Date: _____

SOW ESTIMATE PROVIDED BY:

Contractor's Signature Date

Name, Company

SOW ESTIMATE ACCEPTED AND AUTHORIZE WORK:

City Representative's Signature Date

Marc Storm, Canal Maintenance Supervisor

TO BE COMPLETED UPON COMPLETION OF SOW: CITY CERTIFIES ALL WORK IS COMPLETED, INSPECTED AND ACCEPTED.

Contractor's Signature Date

Name, Company

City Representative's Signature Date

Marc Storm, Canal Maintenance Supervisor

Guarantee Expiration Date: _____

SEAWALL REPLACEMENT - BID SCENARIO 3

STATEMENT OF WORK (SOW)

Agreement	F2024111/MAR-SEAWALLMTCE/0960	SOW Number	BSI WALL 25-001
PO Number	12398	Request Date	5/10/2025
Contractor	TBD	Revision Date	

Seawall*, Cap, Tiebacks, Fill, Etc.

*City supplied 10' seawall panels:	0.0		panels
*City supplied 12.5' seawall panels:	26.7		panels
*City supplied 14' seawall panels:	0.0		panels

Location Number(s)	Description of Work			Unit of Measure	Unit Price	Extended Price		Date Complete	Pay App. #
	Estimated	Actual				Estimated	Actual		
			10' Seawall Panel	LF	$ 426.08	$0.00			
1 & 2	124		12.5' Seawall Panel	LF	$ 465.50	$57,722.00			
			14' Seawall Panel	LF	$ 465.50	$0.00			
1	18		Thickened Seawall Cap	LF	$ 98.33	$1,769.94			
			Offset 10' Seawall Panels	LF	$ 468.69	$0.00			
2	36		Offset 12.5' Seawall Panels	LF	$ 512.05	$18,433.80			
			Offset 14' Seawall Panels	LF	$ 512.05	$0.00			
			Standard Seawall Cap	LF	$ 215.00	$0.00			
1	1		Concrete Deadmen	EA	$ 950.00	$950.00			
1 & 2	25		Tipping Plate Anchor	EA	$ 1,275.00	$31,875.00			
			Helical Anchor	EA	$ 1,275.00	$0.00			
			Additional Fill Material	CY	$ 40.15	$0.00			
			Rip Rap Protection, Existing	LF	$ 197.50	$0.00			
			Rip Rap Protection, New	LF	$ 173.50	$0.00			
			Additional Rip Rap Material	TON	$ 110.00	$0.00			
			Developed: Sod - Bahia	SF	$ 1.80	$0.00			
1 & 2	1,920		Developed: Sod - Floratam	SF	$ 2.25	$4,320.00			
			Un-Developed: Sod - Bahia	SF	$ 2.30	$0.00			
			Outfall Drainage Pipe Rework	EA	$ 1,233.29	$0.00			
2	2		Davit Removal and Disposal	EA	$ 450.00	$900.00			
			Concrete Slab Remove/Dispose	SF	$ 15.00	$0.00			
			Dock Slab Remove/Dispose	SF	$ 15.00	$0.00			
			Labor: Unforeseen Work	HOUR	$ 65.70	$0.00			
Total						**$115,970.74**			

Location	1	Vac/Occ.	Occupied
Address #	101 Zafra Court		
Legal Descrip.	LOT 803 BLK 10, PGI SEC 15		
PA Number	412319455123		
Owner	Michael and Melissa Taylor		
Street	230 Perch Lake Road		
City, ST Zip	Eagle River, WI 54521		
Phone #	715-222-9876		
Notes	80 LF		

Location	2	Vac/Occ.	Occupied
Address #	103 Zafra Court		
Legal Descrip.	LOT 804 BLK 10, PGI SEC 15		
PA Number	412319455124		
Owner	Robert and Heather Wilson		
Street	103 Zafra Court		
City, ST Zip	Punta Gorda, FL 33950		
Phone #	239-740-1111		
Notes	80 LF		

Location		Vac/Occ.	
Address #			
Legal Descrip.			
PA Number			
Owner			
Street			
City, ST Zip			
Phone #			
Notes			

Location		Vac/Occ.	
Address #			
Legal Descrip.			
PA Number			
Owner			
Street			
City, ST Zip			
Phone #			
Notes			

Comments:

Scheduled Start Date: Estimated Completion Date:

SOW ESTIMATE PROVIDED BY:

Contractor's Signature Date

Name, Company

SOW ESTIMATE ACCEPTED AND AUTHORIZE WORK:

City Representative's Signature Date

Marc Storm, Canal Maintenance Supervisor

TO BE COMPLETED UPON COMPLETION OF SOW: CITY CERTIFIES ALL WORK IS COMPLETED, INSPECTED AND ACCEPTED.

Contractor's Signature Date

Name, Company

City Representative's Signature Date

Marc Storm, Canal Maintenance Supervisor

Guarantee Expiration Date:

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

REGULAR AGENDA

Title: Approval of Change Order #2 to Ashley, Brown and Smith of Port Charlotte, Florida for fiscal year auditing services.

Funds: Funds expended via the annual budget. (All funds)

Recommended Action: Staff recommends approval of Change Order #2 to Ashley, Brown and Smith.

Summary: Ashley, Brown & Smith have requested a price adjustment for Fiscal year auditing services ending September 30, 2024 as well as fiscal year ending 2025.

The Initial term of the contract was 5 years with established price increases each year of 2% from the prior year. In August 2021 they exercised the renewal of an additional 5 years. At that time, a price adjustment of 4% was approved by City Council. Per the agreement, price adjustments are allowable each year of the renewal term and are based on the CPI index.

Ashley, Brown & Smith have not requested a price increase since 2021. The CPI change from 2021 to present is 18.51%. They are requesting the following increases:

- Requested price increase of 2.3% for 2024 fiscal services, billed 9/30/2025
- Fiscal Year 2024 auditing services $55,493.00
- Fiscal Year 2024 CRA audit $ 8,035.00

- Requested price increase of 2.9% for 2025 fiscal services. CPI change from 2024 to 2025 is 2.44%
- Fiscal year 2025 auditing services $57,102.30
- Fiscal year 2025 CRA audit $ 8,268.00

To be billed 9/30/2026

Based on the procurement policy, Section 16.1.1.4, auditing services are classified as an exception. Award authority and change order approval authority is reserved for City Council.

Department/Division: Procurement

EXHIBITS:

1. Change Order 2
2. Agreement

CITY OF PUNTA GORDA - CONTRACT CHANGE ORDER

Change Order #	2

TYPE	Y or N
CONTRACT CHANGE	
DIRECT PURCHASE	

Contract/Bid #/PO#	R2015104	**Date:**	10/31/2025
Project Location		**City Rep:**	Kristin Simeone
Contractor	Ashley, Brown and Smith	**Engineer:**	N/A

Item No.	Item/Description of Changes	Qty Change +/-	Decrease ($XX.XX)	Increase $XX.XX
1	Price Increase for 2024 Fiscal Auditing Services from $54,246.00 to $55,493.00		$ -	$ 1,247.00
2	Price Increase for 2024 Fiscal CRA Auditing Services from $7,855.00 to $8,035.00		$ -	$ 180.00
3			$ -	$ -
4	Price Increase for 2025 Fiscal Auditing Services from $55,493.00 to $57,102.30		$ -	$ 1,609.30
5	Price Increase for 2025 CRA Auditing Services from $8,035.00 to $8,268.00		$ -	$ 233.00
6			$ -	$ -
	TAX SAVINGS			$ -

Contract Summary - Contract Value and Contract Time

Contract Value prior to Change Order		$ -
Net Increase/Decrease In Value resulting from this Change Order		$ 3,269.30
Adjusted Value including this Change Order		$ 3,269.30
Contract Time prior to Change Order	Days	
Net Increase/Decrease in Time resulting from this Change Order	Days	
Adjusted Contract Time including this Change Order	Days	0

JUSTIFICATION FOR CONTRACT ADJUSTMENT:

54

WANTED		REQUIRED DUE TO PLAN CHANGES		MANDATED BY LAW	

Recommended By **Engineer/Consultant**	N.A	Date:	
Recommended By **City Representative**	See Attached	Date:	
Accepted by **Contractor**		Date:	
Approved by **Funding Department**	See Attached	Date:	
Accepted by **City (Change Order Authority)**		Date:	

Change Order Authority Levels:

-City Representative or City Project Manager: Approval up to $5,000.00, up to five (5) days extension, and minor non-monetary changes.

-Procurement Manager: Singular or cumulative approval not to exceed 10% of total contract price with total maximum of $50,000.00 (exception: contracts requiring City Council's sole approval), extension in excess of five days, and non-monetary changes no

-City Manager: The City Manager may approve all change orders with the exception of contracts that require the City Council's approval.

NO ITEMS SHALL BE DELIVERED AND/OR WORK BE PERFORMED WITHOUT THE SIGNATURE OF THE CITY'S APPROPRIATE CHANGE ORDER AUTHORITY. FAILURE TO COMPLY WITH THIS POLICY MAY RESULT IN NON-COMPENSATION BY CITY FOR ADDITIONAL ITEMS AND/OR WORK.

Punta Gorda
FLORIDA

INTEROFFICE MEMORANDUM

To: **Kristin Simeone and Melissa Reichert**
From: **Anne Heinen**
Date: **October 29, 2025**
Subject: AGREEMENT R2015104/SVC-AUDITING/1617 - PRICE ADJUSTMENT
AWARDED VENDOR: ASHLEY BROWN & SMITH

Ashley Brown & Smith have requested a price adjustment for Fiscal year auditing services ending September 30, 2024 as well as for Services for fiscal year ending 2025. The increases are based on the percentage increase of the CPI Indices for the above referenced agreement. The initial term of the contract was 5 years with an established price adjustment each year of approximately a 2% increase from the prior year.

In August 2021 they exercised the renewal option for an additional 5-year period, and a price adjustment was completed at that time. Per Article 7c (1), the CITY will allow only one (1) adjustment for each year of the renewal period. The price adjustment must 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) days from the date the notice was received.

Ashley Brown & Smith have not requested an additional price increase since 2021. The CPI change from 2021 to present is 18.51%. They have requested the City to approve the following:

1) Requested price increase of 2.3% for 2024 fiscal services, billed 9/30/2025
   - Fiscal Year 2024 auditing services $55,493.00
   - Fiscal Year 2024 CRA audit $ 8,035.00

2) Requested price increase of 2.9% for 2025 fiscal services. CPI change from 2024 to 2025 is 2.44%
   - Fiscal year 2025 auditing services $57,102.30
   - Fiscal year 2025 CRA audit $ 8,268.00

   To be billed 9/30/2026

Based on the procurement policy, section 16.1.1.4, auditing services are classified as an exception. Award authority and change order approval authority is reserved for City Council. Procurement is seeking your approval to submit the price adjustment request to City Council for the meeting date of November 19, 2025.

Kristin Simeone Digitally signed by Kristin Simeone Date: 2025.10.31 07:19:56 -04'00'
_____
Kristin Simeone, Finance Director

Accept: ☑ Yes ☐ No Date: _____

Melissa Reichert
_____
Melissa Reichert, City Manager

Accept: ☑ Yes ☐ No Date: Oct. 31, 2025

U.S. BUREAU OF LABOR STATISTICS

Databases, Tables & Calculators by Subject

Special Notices 4/25/2024

Change Output Options: From: 2015 To: 2025 GO

include graphs include annual averages More Formatting Options

Data extracted on: October 13, 2025 (4:54:25 PM)

Consumer Price Index for All Urban Consumers (CPI-U)

Series Id: CUUR0300SA0
Not Seasonally Adjusted
Series Title: All items in South urban, all urban consumers, not seasonally adjusted
Area: South
Item: All items
Base Period: 1982-84=100

Download: xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2015	226.855	227.944	229.337	229.957	230.886	232.026	231.719	231.260	230.913	230.860	230.422	229.581	230.147	229.501	230.793
2016	229.469	229.646	230.977	231.975	232.906	233.838	233.292	233.561	234.069	234.337	234.029	234.204	232.692	231.469	233.915
2017	235.492	236.052	236.154	236.728	236.774	237.346	236.942	237.892	239.649	239.067	238.861	238.512	237.456	236.424	238.487
2018	239.772	241.123	241.595	242.486	243.279	243.770	243.776	243.605	243.640	244.163	243.484	242.150	242.737	242.004	243.470
2019	242.547	243.856	245.554	246.847	246.667	246.515	247.250	246.953	246.891	247.423	247.385	247.289	246.265	245.331	247.199
2020	248.005	248.412	248.136	246.254	245.696	247.223	248.619	249.639	250.193	250.542	250.255	250.693	248.639	247.288	249.990
2021	252.067	253.386	255.319	257.207	259.343	261.668	263.013	263.728	264.593	267.160	268.360	269.263	261.259	256.498	266.020
2022	271.634	274.688	278.598	279.879	283.307	287.427	287.608	287.168	287.656	288.836	288.991	288.205	283.666	279.256	288.077
2023	290.438	292.285	293.358	295.315	295.889	296.789	297.279	298.975	299.657	299.394	298.930	298.754	296.422	294.012	298.832
2024	300.421	303.144	304.490	305.104	305.296	305.357	305.819	305.761	306.078	306.889	306.877	307.007	305.187	303.969	306.405
2025	308.911	309.987	310.183	311.087	311.514	312.330	312.771	313.558						310.669	

U.S. BUREAU OF LABOR STATISTICS Office of Publications and Special Studies Suitland Federal Center Floor 7 4600 Silver Hill Road Washington, DC 20212-0002

Telephone: 202-691-5200_ Telecommunications Relay Service: 7-1-1_ www.bls.gov Contact Us

Percent change 2021 to present
18.51%

Percent change 2021 to 2024
15.68%

CONTRACT – AUDITING SERVICES
AGREEMENT #R2015104/SVC-AUDITING/1516
INITIAL PERIOD ☐ RENEWAL PERIOD ☒ EXTENSION ☐
CONTRACT PERIOD: FY2021 THRU FY2026 Audits

CASSANDRA PRICE, CONTRACT ADMINISTRATOR – CPRICE@pgorda.us, fax 941-575-3340, or 326 W. Marion Avenue, Punta Gorda, FL 33950 SHALL be copied on all correspondence relating to this contract.

AWARDED VENDOR: Ashley, Brown & Company

PRIMARY ORDERING/CONTRACT CONTACT INFORMATION: Jeff Brown
EMAIL: jeff@ashleybrowncpas.comTELEPHONE: 941-639-6600 FAX: 941-639-6115
MAILING ADDRESS: 366 E Olympia Avenue, Punta Gorda, FL33950

ALTERNATE ORDERING/CONTRACT CONTACT INFORMATION: Tony Smith
EMAIL: tony@ashleybrowncpas.com TELEPHONE: same FAX: same

PAYMENT TERMS: Net 30 of invoice
Phase and deliverable schedule:

1. Completion of interim audit work – 25% of annual fee
2. Completion of year-end field work – 65% of annual fee
3. Issuance of reports – 10% of annual fee

Response Timeline:

1. Entrance conference - August
2. Completion of interim audit work – August/September
3. Completion of year-end field work – December
4. Exit conference – January or sooner
5. Issuance of Opinion – The CITY would expect a turnaround of a final review and opinion letter within ten (10) business days of submission of the CAFR to the AUDITOR.
6. Single Audit Report – Received by the CITY within forty-five (45) days of the CAFR opinion.

DEPARTMENT REQUIREMENTS

1) Departments shall enter a requisition..
2) Supervisors shall verify contract rates on all invoices prior to authorizing payment of invoices.

CCO#1 – City Council approved 11/3/2021
CCO#2 – City Council approval 11/19/2025

Description	Annual Fee
Fiscal Year 2016	$48,200.00
Fiscal Year 2017	$49,150.00
Fiscal Year 2018	$50,135.00
Fiscal Year 2019	$51,140.00
Fiscal Year 2020	$52,160.00
Fiscal Year 2021 CCO#1	$54,246.00
Fiscal Year 2022	$54,246.00
Fiscal Year 2023	$54,246.00
Fiscal Year 2024 CCO#2	$55,493.00
Fiscal Year 2025 CCO#2	$57,102.30

Fiscal Year 2021 CRA Audit CCO#1	$ 7,855.00
Fiscal Year 2022 CRA Audit	$ 7,855.00
Fiscal Year 2023 CRA Audit	$ 7,855.00
Fiscal Year 2024 CRA Audit CCO#2	$ 8,035.00
Fiscal Year 2025 CRA Audit CCO#2	$ 8,268.00
Position	**Hourly Rate**
Partner (Est 100 hours per year)	$195.00/hour
Senior (Est 140 hours per year)	$120.00/hour
Associate (Est 140 hours per year)	$85.00/hour

AGREEMENT #R2015104/SVC-AUDITING/1617
BETWEEN CITY AND AUDITOR

THIS AGREEMENT is dated as of the 24th day of August in the year 2016 by and between:

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

(Hereinafter "**CITY**") and

Ashley, Brown & Company
366 E. Olympia Avenue
Punta Gorda, FL 33950
(941) 639-6600

(Hereinafter "**AUDITOR**")

The Agreement Documents consist of this executed Agreement, the complete Solicitation Package, and AUDITOR'S Submittal Package, and all documents that may be executed as a result of this executed agreement. City and AUDITOR, 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 AUDITOR shall not be construed as a waiver of the 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. Only the CITY's appropriate Change Order Authority can make changes or modifications by issuance of an official change notice.

ARTICLE 1. - WORK

All work to be performed in accordance with the Agreement Documents, Exhibit A and shall be completed in a timely and professional manner. The Work under the Agreement Documents may be the whole or only a part is generally described as follows:

FINANCIAL AUDITING SERVICES

ARTICLE 2. – CITY STAFF RESPONSIBILITIES

REPRESENTATIVE – City Finance Director, 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 Agreement Documents 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 the Agreement.

CONTRACT ADMINISTRATOR – Senior Purchasing Agent, or their designee, who is hereinafter referred to as CONTRACT ADMINISTRATOR shall receive and/or be copied on all correspondence between the CITY and AUDITOR for the project and is responsible for all records retention of Agreement correspondence.

ARTICLE 3. – TERM OF ENGAGEMENT

A. ENGAGEMENT TERM: This Agreement shall be for a five (5) FISCAL YEAR AUDIT period, which shall commence upon award of this Agreement for auditing services for Fiscal Year 2016 through Fiscal Year 2020. The CITY retains the right to renew this initial Agreement under the same terms and conditions upon mutual agreement with the AUDITOR. Agreement for commodities or contractual services may be renewed for a period that may not exceed 3 years, or the term of the original contract, whichever period is longer. Renewal of this Agreement for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. 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 agency and subject to the availability of funds.

1. The CITY reserves the right to discontinue this Agreement in any year of a renewal period if it is deemed to be in the best interest of the CITY.

B. NON-EXCLUSIVE AGREEMENT: No Guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end Agreement.

C. FISCAL YEAR PURCHASE ORDER: AUDITOR will receive a purchase order for each fiscal year that the Agreement is in existence at prices quoted per the Agreement.

D. 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. – RESPONSE TIME

A. The CITY and the AUDITOR mutually agree to a response timeline for deliverables:

1. Entrance conference - August
2. Completion of interim audit work – August/September
3. Completion of year-end field work – December
4. Exit conference – January or sooner
5. Issuance of Opinion – The CITY would expect a turnaround of a final review and opinion letter within ten (10) business days of submission of the CAFR to the AUDITOR.
6. Single Audit Report – Received by the CITY within forty-five (45) days of the CAFR opinion.

ARTICLE 5 - RIGHT TO REQUIRE PERFORMANCE

The failure of the CITY at any time to require performance by the AUDITOR of any provision of this Agreement shall in no way affect the right of the CITY thereafter to enforce same; or shall waiver by the CITY of any breach of any provision of this Agreement be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

In the event of a violation of any part of this Agreement by AUDITOR, the CITY shall, among other remedies available under law, have the legal remedy of specific performance in order to enforce the provisions of this Agreement to prevent any interruption of service to the residents of the CITY. In the event that a dispute arises between the CITY and the AUDITOR, relating to this Agreement, performance or compensation hereunder, the AUDITOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY, regardless of such dispute. However, this shall not prevent the AUDITOR from seeking legal relief from any interpretation made by the CITY.

ARTICLE 6. – CANCELLATION OF CONTRACT

A. CANCELLATION CLAUSE: This Agreement may be terminated by CITY or the AUDITOR should AUDITOR 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 AUDITOR may terminate this Agreement under this subparagraph by giving five (5) calendar days written notice. The CITY, at its option, may give AUDITOR a reasonable period of time to cure the noncompliance.

B. The CITY may terminate this Agreement for any reason and without cause by giving thirty (30) calendar days written notice to AUDITOR. Upon such termination, AUDITOR will be compensated for the value of the services performed and/or commodities delivered to the date of termination.

C. DELAYS AND EXCUSED PERFORMANCE/FORCE MAJEURE. AUDITOR shall not be considered in default by reason of failure, which arises out of causes reasonably beyond the AUDITOR'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.

D. CHANGES TO AWARDED AUDITOR 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 AUDITOR for the work completed up to the time of termination.

ARTICLE 7. – AGREEMENT PRICING

A. DELIVERED PRICES: Agreement prices are FREIGHT PREPAID AND ALLOWED/ FOB: DESTINATION: PUNTA GORDA, FL Agreement prices shall be net of all labor, materials, indirect and direct expenses, and any other incidental charges that may be required for the completion of the contract. Agreement price schedule is defined in Exhibit A (TBD).

B. FIXED PRICE TERM: AUDITOR agrees to supply the CITY the items and/or services listed at firm delivered prices for the first five (5) years of the initial contract.

C. PRICE ADJUSTMENTS FOR THE RENEWAL PERIOD:

1. Price adjustment, during the optional renewal period, will be allowed. However, the CITY will allow only one (1) adjustment for each year of the renewal period. The price adjustment must 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) days from the date the notice was received by the CONTRACT ADMINISTRATOR from the AUDITOR for all purchases and services ordered after the effective date thirty (30) days from the CONTRACT ADMINISTRATOR receipt of request).

2. Equitable Adjustments: The CITY may, in its sole discretion, make an equitable adjustment in the Agreement 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 AUDITOR'S control; (2) the volatility affects the marketplace or industry, not just the particular Agreement source of supply; (3) the effect on pricing or availability of supply is substantial; and (4) the volatility so affects the AUDITOR that continued performance of the Agreement would result in a substantial loss. Any and all equitable adjustments may be considered temporary due to the reason for adjustment. All equitable adjustments will be evaluated by the CONTRACT ADMINISTRATOR to determine if the reason for adjustment is still valid. If the reason for the adjustment is no longer valid, the CITY will terminate the adjustment and notify the AUDITOR.

3. The CITY reserves the right to negotiate this Agreement if the prices exceed the current marketplace.

4. AGREEMENT RENEWAL

   a. Price adjustment, during the optional renewal period, will be allowed. However, the CITY will allow only one (1) adjustment for each year of the renewal period. Requirements for requesting a price adjustment shall be in accordance with the Price Adjustments section above and subject to CITY approval.

   b. The CITY reserves the right to negotiate this Agreement if the prices exceed the current marketplace.

ARTICLE 8. – INVOICING/PAYMENT TERMS

A. The payment terms agreed upon by the CITY and AUDITOR are Net 30. The method of payment is check in US dollars.

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. Payments will be due based on the AUDITOR's completion of the phases and deliverable schedule:

1. Completion of interim audit work – 25% of annual fee
2. Completion of year-end field work – 65% of annual fee
3. Issuance of reports – 10% of annual fee

D. INVOICES: Invoices shall bear upon their face the Purchase Order number and describe the phase and deliverables for which payment is due from the CITY.

E. PRICE/SALES TAX: Unless otherwise specified herein, the unit prices herein do not include sales or use tax.

ARTICLE 9. – WARRANTY/GUARANTEES

A. COVENANT AGAINST GRATUITIES: AUDITOR warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by AUDITOR, or any agent or representative of AUDITOR, 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 AUDITOR as it could pursue in the event of AUDITOR's default.

B. SPECIFICATION WARRANTY. The AUDITOR warrants that all services will be in full accordance with the specifications and requirements of this Agreement.

ARTICLE 10. - CHANGE ORDER TO CONTRACT

A. All requests for changes to the resulting Agreement shall be made in writing and are subject to written acceptance by the appropriate level of City authority.

B. The following 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 AUDITOR fully understands the CITY's Change Order Policy. In the event the AUDITOR 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 11. - INSURANCE REQUIREMENTS

The AUDITOR, before commencing any work, shall 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 SHALL BE PROVIDED.
- THE AGREEMENT NUMBER "#R2015104/SVC-AUDITING/1617" SHALL BE REFERENCED IN THE DESCRIPTION/COMMENT SECTION OF THE CERTIFICATE OF INSURANCE.

- A CITY Division, Department or individual name shall NOT appear on the Certificate.

- THE CITY SHALL 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 AUDITORs and products and/or completed operations, broad form property damage.
  - 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 –AUDITOR 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.
    - Workers Compensation Exemption for Non-Construction Sole Proprietors – AUDITOR shall have on file the City's signed affidavit of exemption 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. AUDITOR shall provide notice to CITY at any time AUDITOR becomes aware of any cancellation or material change in the above insurance policies.

ARTICLE 12. - AUDITOR'S REPRESENTATIONS

A. In order to induce City to enter into this Agreement, AUDITOR makes the following representations and assurances:

1. AUDITOR shall be a current hold a State of Florida Accountancy Firm license (AD) and assigned auditors currently hold a State of Florida CERTIFIED PUBLIC ACCOUNTANT license. AUDITOR shall maintain current licensure as stated through the term of this Agreement.

2. AUDITOR shall be legal to perform business within the state of Florida. If AUDITOR is outside of the state of Florida they hold a current Certificate of Authority issued through the Department of State and in accordance with Florida Statute 607.1501.

3. AUDITOR shall hold and maintain current Business Tax Receipt for AUDITOR's locality for the term of this Agreement. AUDITOR shall 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.

4. AUDITOR has familiarized himself with the nature and extent of the Agreement Documents, Work, Locality, and 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. AUDITOR shall comply with all Federal, State and Local rules, policies and ordinance in the performance of their work and document management.

6. AUDITOR has given CONTRACT ADMINISTRATOR written notice of all conflicts, errors or discrepancies that he has discovered in the Agreement Documents and the written resolution thereof by CONTRACT ADMINISTRATOR is acceptable to AUDITOR.

7. SUBCONTRACTORS – WORK PERFORMED BY CONTRACTOR – NO SUBCONTRACTORS AUTHORIZED.

8. Equal Employment Opportunity Clause. AUDITOR 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. AUDITOR 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 shall be the AUDITOR'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. Competent Personnel. AUDITOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in this scope of work.

ARTICLE 13. – INDEMNIFICATION / LIMITS OF LIABILITY

A. INDEMNIFICATION The AUDITOR shall be fully liable for the actions of its agents, employees, partners, or Subcontractors and shall fully indemnify, defend, and hold harmless the CITY and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by AUDITOR, its agents, employees, partners, or Subcontractors, provided, however, that the AUDITOR shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the CITY or a Customer.

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

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

B. LIMITATION OF LIABILITY. For all claims against the AUDITOR under any individual purchase order, and regardless of the basis on which the claim is made, the AUDITOR'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 AUDITOR 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 AUDITOR 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 AUDITOR, retain such monies from amounts due the AUDITOR 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 AUDITOR or its affiliates to the CITY against any payments due the AUDITOR under any contract with the CITY.

ARTICLE 14. - MISCELLANEOUS

A. PUBLIC RECORDS COMPLIANCE

1. AUDITOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., AUDITOR 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. AUDITOR'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 AUDITOR 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 AUDITOR 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 AUDITOR or keep and maintain public records required by the CITY to perform the service. If the AUDITOR transfers all public records to the CITY upon completion of the contract, the AUDITOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the AUDITOR keeps and maintains public records upon the completion of the contract, the AUDITOR 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.

   AUDITOR 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. AUDITOR must provide accessibility to records to grantor agencies.

IF AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF PUNTA GORDA PURCHASING DIVISION CUSTODIAN OF PUBLIC RECORDS AT (941)575-3366, PGPURCH@PGORDA.US, OR 326 W. MARION AVENUE, PUNTA GORDA FL 33950.

B. CITY'S RIGHT TO AUDIT. The CITY reserves the right to audit the AUDITOR's records throughout the term of the 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 shall notify the AUDITOR in writing of the disallowance. CITY shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the AUDITOR by the amount of the disallowance, or to require repayment of the disallowed amount by the AUDITOR.

D. SETTLEMENT OF DISPUTES

1. Any dispute concerning a question of fact arising under this Agreement that is not resolved by the Agreement shall be decided by the CONTRACT MANAGER, who may consider any written or verbal evidence submitted by the AUDITOR. The decision of the CONTRACT MANAGER, issued in writing, shall be the final decision of the CITY.

2. Neither the pendency of a dispute nor its consideration by the CONTRACT MANAGER will excuse the AUDITOR from full and timely performance in accordance with the terms of this Agreement.

E. No assignment by a party hereto of any rights under or interests in the Agreement Documents 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 the Agreement Documents.

F. JURISDICTION AND VENUE. This Agreement shall be construed in accordance with the laws of the State of Florida, and the parties hereto agree that venue shall be in Charlotte County, Florida.

G. 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.

H. CITY and AUDITOR 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 the Agreement Documents. No assignment by a party hereto of any rights under or interests in the Agreement Documents 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 the Agreement Documents.

I. The CITY and the AUDITOR 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 the Agreement Documents have been acknowledged by AUDITOR and CITY. The parties hereto have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and AUDITOR.

AUDITOR – ASHLEY, BROWN & COMPANY

Mary C. Arnold
Witness

By: Donald W. Ashley

Print Name: Donald W. Ashley

Date: 7-28-16

Address for giving Notices:
366 E. Olympia Avenue
Punta Gorda, FL 33950

CITY OF PUNTA GORDA

Witness

By: Rachel Keesling

Print Name: Rachel Keesling

Date: 8/24/2016

Address for giving Notices:
Procurement Office
326 W. Marion Avenue
Punta Gorda, FL 33950

EXHBIT A TO AGREEMENT – AUDITING SERVICES
AGREEMENT #R2015104/SVC-AUDITING/1516
INITIAL PERIOD ☒ RENEWAL PERIOD ☐ EXTENSION ☐
CONTRACT PERIOD: FY2016 THRU FY2020 Audits

DEB ADAMS, CONTRACT ADMINISTRATOR – dadams@pgorda.us, fax 941-575-3340, or 326 W. Marion Avenue, Punta Gorda, FL 33950 SHALL be copied on all correspondence relating to this contract.

AWARDED VENDOR: Ashley, Brown & Company

PAYMENT TERMS: Net 30 of invoice
Phase and deliverable schedule:

4. Completion of interim audit work – 25% of annual fee
5. Completion of year-end field work – 65% of annual fee
6. Issuance of reports – 10% of annual fee

Response Timeline:

7. Entrance conference - August
8. Completion of interim audit work – August/September
9. Completion of year-end field work – December
10. Exit conference – January or sooner
11. Issuance of Opinion – The CITY would expect a turnaround of a final review and opinion letter within ten (10) business days of submission of the CAFR to the AUDITOR.
12. Single Audit Report – Received by the CITY within forty-five (45) days of the CAFR opinion.

DEPARTMENT REQUIREMENTS

1) Departments shall enter a requisition..
2) Supervisors shall verify contract rates on all invoices prior to authorizing payment of invoices.

Description	Annual Fee
Fiscal Year 2016	$48,200.00
Fiscal Year 2017	$49,150.00
Fiscal Year 2018	$50,135.00
Fiscal Year 2019	$51,140.00
Fiscal Year 2020	$52,160
Position	**Hourly Rate**
Partner (Est 100 hours per year)	$195.00/hour
Senior (Est 140 hours per year)	$120.00/hour
Associate (Est 140 hours per year)	$85.00/hour

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

REGULAR AGENDA

Title:

Award of Amendment #12 for the Wastewater Treatment Plant Biosolids Preliminary Design Report to CDM Smith of Fort Myers, FL

Funds:

$347,480.00- Account 41187115356331 (Utility Construction Fund) (PROJECT - OS-DIS)

Recommended Action:

Staff recommends award of Amendment #12 to CDM Smith, Inc. of Fort Myers, FL

Summary:

On March 21, 2018, City Council awarded a master agreement for providing engineering services for the Wastewater Treatment works improvement project. The Agreement was awarded to CDM Smith, Inc., which includes hourly rates to negotiate services in the form of a specific authorization.

Staff requested a proposal from CDM Smith, Inc. for engineering services to prepare a Preliminary Design Report for future biosolids processing at the Wastewater Treatment Plant. The Florida Department of Environmental Protection (FDEP) regulations will limit future land application of liquid biosolids to the hay fields at the Wastewater Treatment Plant. The consultant will review the land application permit and project production over a 20-year planning period and develop a plan to comply with regulation changes. A preliminary design report will be provided to the City documenting the Engineer's findings, evaluations, recommendations, and provide a cost estimate.

The total not-to-exceed cost is $347,480.00 to complete the project in approximately 35 weeks after issuance of the notice to proceed.

Department/Division: Procurement

EXHIBITS:

1. Agreement
2. Recommendation for Award

AMENDMENT 12
MASTER AGREEMENT #U2016102/ENG-WWTPEXP/1718

THIS AMENDMENT DATED _____, 2025, IS TO THE ORIGINAL AGREEMENT dated March 21, 2018, by and between:

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

(hereinafter called **CITY);** and

CDM Smith Inc.
4210 Metro Parkway, Suite 230
Fort Myers, FL 33916
(239) 938-9600

(hereinafter called **CONSULTANT)**

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

ARTICLE 1 - WORK

SPECIFIC AUTHORIZATION B2024175/SA12 - Proposed scope of services and fees are identified in Exhibit A. This Specific Authorization scope of work is generally described as engineering services to evaluate regulations and prepare a Preliminary Design Report for future biosolid processing at the Wastewater Treatment Plant.

ARTICLE 2 - REPRESENTATIVE

SPECIFIC AUTHORIZATION B2024175/SA12 –Utility 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 #*B2024175/SA12*:** CONSULTANT and the CITY have individually and mutually agreed the Consultant will complete tasks in accordance with the schedule in Exhibit A.

ARTICLE 4 - CONTRACT PRICE

1. **SPECIFIC AUTHORIZATION #*B2024175/SA12*:** The total not-to-exceed cost for Specific Authorization #12, Task 1 through Task 4 (Exhibit A), in accordance with the current Agreement Rates, is THREE HUNDRED FORTY-SEVEN THOUSAND FOUR HUNDRED EIGHTY AND NO/100 DOLLARS ($347,480.00), which is inclusive of all expenses to complete Task 1 through 4.

ARTICLE 5 – PAYMENT TERMS

CITY shall make monthly payments based on the CONSULTANT'S task for the invoice period, CITY's approval of deliverables and/or breakdown identified in the table below for each task and in accordance with payment schedule. Invoices will be based on the CONSULTANT'S percent completion.

Task	Subtask	Task Description and Deliverables	Lump Sum or Not- to-exceed (NTE)	Task Total
1	**PROJECT AND QUALITY MANAGEMENT** Deliverables:		LS	$ 59,620.00
	1.1	Project and Quality Management $19,520.00 LS - Baseline Project Schedule		
	1.2	Project Meetings $19,900.00 LS - Meeting Agenda and Minutes for each meeting (PDF)		
	1.3	Workshops $20,200.00 LS - Meeting Agenda and Minutes for each workshop (PDF) - Comment Logs for the deliverables associated with each workshop (PDF)		
2	**ENGINEERING EVALUATIONS** Deliverables:		LS	$143,760.00
	2.1	Data/Information Collection $12,300.00 LS - Collect data, reports, drawings, permits, etc. and review		
	2.2	Field Reconnaissance $21,160.00 LS - Site visit report		
	2.3	Biosolids Disposal Regulatory Assessment $47,250.00 LS - Draft Technical Memorandum (PDF) - Final Technical Memorandum (PDF)		
	2.4	Biosolids Treatment Process Evaluation $63,050.00 LS - Draft Technical Memorandum (PDF) - Final Technical Memorandum (PDF)		
3	**PRELIMINARY DESIGN REPORT** Deliverable(s): 3.1 – Development of Preliminary Design Report - Draft Preliminary Design Report (PDF) - Final Preliminary Design Report (PDF)		LS	$104,100.00
4	**ADDITIONAL SERVICES (ALLOWANCE)** Deliverable(s): 4.1 – Additional Services - Must have City's prior written approval		NTE	$ 40,000.00
EXTENDED TOTAL TASK 1 THROUGH 4				$347,480.00

ARTICLE 6 – LIQUIDATED DAMAGES

If the CONSULTANT fails to complete the work within the times or milestones specified in this Agreement, or any written

extension, the CONSULTANT shall pay to CITY as liquidated damages, but not as a penalty, One Hundred Dollar ($100.00) per calendar day for each day of delay in the completion of any portion of the work. The total liquidated damages payable by the Consultant shall not exceed ten percent (10%) of the total Agreement value.

ARTICLE 7 - MISCELLANEOUS

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

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

3. The CONSULTANT shall be solely responsible for rectification of errors and omissions discovered by the City in their work and deliverables, which shall include errors and omissions discovered in construction. The CITY shall not compensate CONSULTANT for the costs associated to rectify the CONSULTANT's errors and omissions in their work and deliverables. CONSULTANT shall be responsible for compensating the CITY for any additional construction costs resulting from CONSULTANT's errors and omissions, or other deficiencies in its designs, drawings, reports or other services to the extent that such are caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT.

ARTICLE 8 – PUBLIC RECORDS COMPLIANCE

1. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., CONSULTANT agrees to comply with all public records laws, specifically to:

A. Keep and maintain public records required by the CITY to perform the service.

i. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/).*

ii. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. CONTRACTOR'S records under this Agreement include but are not limited to, supplier/subCONSULTANT invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided for by law. If a CONSULTANT does not comply with the CITY's request for records, CITY shall enforce the provisions in accordance with the contract.

C. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the CONSULTANT does not transfer the records to CITY.

D. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon the completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

A CONSULTANT who fails to provide the public records to the CITY within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

CONSULTANT selected the following option for the management of public records upon final completion of the project:

☐ CONSULTANT elects to submit ALL documentation related to this Agreement, inclusive of sub-contracts, in electronic format, which is acceptable to the City, to the CONTRACT ADMINISTRATOR. Final payment will not be processed without the CITY's receipt of all documentation.

☐ CONSULTANT elects to assume the responsibility to manage and retain ALL documentation related to this Agreement in full accordance with Chapter 119 State Statute and the General Records Schedule GS1-SL for State and Local Government Agencies. (*See http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/)*

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF PUNTA GORDA PURCHASING DIVISION CUSTODIAN OF PUBLIC RECORDS AT (941)575-3366, PGPURCH@PGORDA.US, OR 326 W. MARION AVENUE, PUNTA GORDA FL 33950.

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

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

CITY OF PUNTA GORDA	CDM SMITH INC.
BY: _____	BY: _____
Print: _____	Print: _____
WITNESS: _____	WITNESS:_____
ADDRESS FOR GIVING NOTICES:	ADDRESS FOR GIVING NOTICES:
Procurement Office 326 West Marion Avenue Punta Gorda, FL 33950	4210 Metro Parkway, Suite 230 Fort Myers, FL 33916

EXHIBIT A

CITY OF PUNTA GORDA
AGREEMENT U2016102/ENG-WWTPEXP/1718
SPECIFIC AUTHORIZATION NO. 12 - B2024175/SA12
WWTP BIOSOLIDS MANAGEMENT PRELIMINARY DESIGN REPORT

October 20, 2025

This Specific Authorization, when executed, shall be incorporated in and become part of the Agreement for Professional Services U2016102/ENG-WWTPEXP/1718 between the City of Punta Gorda (OWNER) and CDM Smith Inc. (CONSULTANT), dated March 21, 2018, hereafter referred to as the Agreement.

PROJECT BACKGROUND

The Florida Department of Environmental Protection (FDEP) regulations will limit future land application of liquid biosolids to the hay fields at the OWNER's Wastewater Treatment Plant (WWTP) located at 30999 Belmont Road, Punta Gorda, Florida. The OWNER has solicited professional engineering services for the development of a Preliminary Design Report (PDR) to evaluate the regulatory requirements for biosolids disposal, and identify a recommended option for meeting the new requirements for biosolids management at the WWTP.

PROJECT DESCRIPTION

As part of this Specific Authorization, the CONSULTANT will investigate and evaluate the regulatory requirements for future biosolids processing and disposal and identify, evaluate and recommend option(s) to comply with the new FDEP biosolids use/disposal requirements. The recommended options may include, but not be limited to, the OWNER's existing contract with Synagro. The CONSULTANT's general approach to the scope of services includes:

1. Review current WWTP FDEP biosolids land application permit.
2. Prepare a projection of biosolids production over a 20-year planning period.
3. Determine if continued land application of liquid biosolids on the hay fields can be accomplished, and the monthly schedule of liquid biosolids that could be land applied at the hay fields.
4. Evaluate up to four (4) biosolids management options and associated processing treatment train alternatives that support off-site disposal to replace a portion or all of the liquid biosolids land application on site.
5. Evaluate the cost/benefit of using a combination of on-site (hay fields) and off-site disposal method verses a 100 percent offsite disposal method and identify a recommended alternative for biosolids processing and disposal.
6. Develop a conceptual plan of selected biosolid process treatment train within the existing WWTP.
7. Develop a schedule for the design, construction and startup of the recommended biosolids processing treatment train.

8. Identify off-site potential biosolids disposal locations, existing contracts, estimated disposal fees.
9. Develop an engineer's cost estimate.
10. Develop a draft Preliminary Design Report (PDR) for OWNER's review and comment documenting the engineering evaluations, and providing recommendations. Based upon the OWNER's comments, develop the final PDR.

SCOPE OF SERVICES

Following is a description of the engineering services to be provided under this Specific Authorization.

TASK 1 – PROJECT MANAGEMENT

Project management includes activities related to initiating, planning, executing, controlling, and closing the project. The CONSULTANT's assigned Project Manager (PM) will be responsible for overall coordination and oversight of the project and will serve as the CONSULTANT's primary point of contact.

Subtask 1.1 - Project and Quality Management

The CONSULTANT will perform overall project management and coordination tasks such as project planning, project controls, subconsultant management, progress schedule updates, invoicing and reporting, and oversight of quality assurance/quality control (QA/QC) activities. During this task, the CONSULTANT will perform the following activities or milestones.

Subtask 1.1.1 - Project Execution Plan - The CONSULTANT will prepare a Project Execution Plan (PxP), which includes team member identification and contact information, roles and responsibilities of the team members, management activities, a quality management plan, list of key deliverables, baseline schedule, and the budget. The project schedule will be developed to identify work activities and delivery milestones. The PM will hold an internal project execution plan review meeting with the CONSULTANT's team to coordinate requirements for project scope and execution.

Subtask 1.1.2 - Baseline Schedule - The CONSULTANT will develop a baseline progress schedule that will indicate key project activities for the overall project. The Baseline Schedule will contain the notice to proceed date, milestone dates, quality management activities, the project completion date and the sequence and interdependence of summary level activities showing starting and completion calendar dates for activities and activity duration in number of calendar days required to finish the project on schedule.

Subtask 1.1.3 - Monthly Reporting and Invoicing - The CONSULTANT will prepare monthly progress reports in support of invoices to describe the work performed during the previous reporting period. The format and content of the invoice will be in accordance with direction to be provided by OWNER. Monthly reporting and invoicing will include a monthly written status report and invoice. The CONSULTANT will revise and update the progress schedule showing each major milestone, depicting scheduled progress of key activities on a percent complete basis, progress to milestones and through completion.

Subtask 1.1.4 - Technical Reviews and Other Quality Assurance/Quality Control (QA/QC) Activities - CONSULTANT's quality management system includes formal quality technical reviews, technical specialist

reviews, and cross-checking activities. The technical deliverables will undergo internal technical reviews, by senior technical specialists, in accordance with CONSULTANT's quality standards and requirements.

Subtask 1.1.5 - Project Closeout - The CONSULTANT will provide project administrative activities related to proper closing of the project in the CONSULTANT's delivery system. The oversight will confirm that project close-out documents are reviewed for completion and distributed/filed as required.

Deliverables:

- Baseline Project Schedule (PDF)

Subtask 1.2 – Project Meetings

The CONSULTANT will attend the following meetings during the project.

Subtask 1.2.1 - Initiation/Kickoff Meeting - A Project Kickoff meeting will be held with the overall team, including the CONSULTANT and the OWNER. The goal of the meeting is to confirm OWNER's goals and objectives, identify roles, responsibilities, and communication protocols for project team members, discuss the scope of work and data needs, CONSULTANT's overall PxP, deliverables, schedule, and critical milestones. CONSULTANT assumes that PM, Project Technical Lead (PTL), and key Team members will attend this meeting. The CONSULTANT will organize the meeting, prepare the agenda and issue meeting minutes. The meeting is anticipated to take place via remote participation over Microsoft Teams.

Subtask 1.2.2 – Coordination Meetings & Bi-weekly Collaboration with Owner - The CONSULTANT's team will conduct internal team meetings for coordination, progress, quality checks and to identify items for OWNER's input. CONSULTANT (Project Manager and Project Technical Lead) will attend bi-weekly meetings with the OWNER to discuss project progress, seek input/guidance on OWNER's preferences and coordination and for ongoing review of design direction. Select discipline leads may join these bi-weekly meetings to discuss design direction or preferences with the OWNER, when deemed necessary by the PTL. The CONSULTANT will organize the meeting, prepare the agenda and issue meeting minutes. These meetings are anticipated to take place via remote participation over Microsoft Teams.

Deliverables:

- Meeting Agenda and Minutes for each meeting (PDF)

Subtask 1.3 – Workshops

CONSULTANT will hold three workshops with the OWNER to present work progress, identify specific items which require input from the OWNER, and the discuss the OWNER's comments on the deliverables. Workshops will take place in-person and will have the option for remote participation over Microsoft Teams. The following workshops have been budgeted:

- Biosolids Disposal Regulatory Assessment Workshop
- Biosolids Treatment Process Evaluation Workshop
- Draft Preliminary Design Report Review Workshop

Deliverables:

- Meeting Agenda and Minutes for each workshop (PDF)
- Comment Logs for the deliverables associated with each workshop (PDF)

TASK 2 – ENGINEERING EVALUATIONS

Subtask 2.1 – Data/Information Collection

The CONSULTANT will collect and review information provided by the OWNER related to the existing biosolids management systems at the WWTP, that will be used to support the engineering evaluations. The information may include previous reports (nutrient management plan and annual reports), record drawings, permits and plant data. Plant data may include current and projected wastewater influent flows, current and projected biosolids production quantity and quality data, and historic biosolids application data to the on-site hay fields.

Subtask 2.2 – Field Reconnaissance

The CONSULTANT will visit the WWTP site to examine existing conditions, collect information on existing biosolids management practices and solids processing facilities, prepare a photographic record of visible features, and observe equipment operation. It is anticipated that OWNER's operations staff will share their experience regarding operability of biosolids management equipment during this visit.

Deliverables:

- Site Visit Report (PDF)

Subtask 2.3 – Biosolids Disposal Regulatory Assessment Technical Memorandum

The CONSULTANT will investigate and identify the current and possible future impacts to the land application of biosolids by FDEP regulations. The State Florida has implemented regulations (Chapter 62-640, F.A.C.) aimed at reducing the migration of nutrients like phosphorus from land-applied biosolids into water bodies. The recent switch from a nitrogen based loading rate to phosphorus based loadings has dramatically increased the requirements for most land application programs. Other issues such as emerging contaminants including PFAS compounds and micro plastics can further affect land application of biosolids.

The CONSULTANT will review current WWTP FDEP biosolids land application permit and prepare a project of biosolids production over a 20-year period. Based upon this investigation, the CONSULTANT will document the changes and/or improvements to the OWNER's biosolids management, treatment, and disposal methods required to meet the current and identified future FDEP regulations with regard to the land application of biosolids.

The results of the Biosolids Disposal Regulatory Assessment will be documented in a Draft TM which will be submitted to the OWNER for review and comment. The Draft TM will be submitted to the OWNER for review and comment. The OWNER's comments will be reviewed during the Biosolids Disposal Regulatory

Assessment Workshop; refer to Subtask 1.3. The CONSULTANT will prepare a Final TM addressing the OWNER's comments.

Deliverables:

- Draft TM (PDF)
- Final TM (PDF)

Subtask 2.4 – Biosolids Treatment Process Evaluation Technical Memorandum

The CONSULTANT will develop and evaluate up to four (4) biosolids process treatment trains that will result in a 20 percent cake product suitable for additional processing onsite or by an offsite contractor (e.g. Synagro). The evaluation criteria for the process treatment trains may include:

- Capital and Operation & Maintenance Costs
- Process Output Quality
- Odor Production
- Air Impact
- Reliability
- Ease of O&M and Safety
- Constructability
- Flexibility and long-term sustainability
- Impacts on Existing WWTP Processes and Facilities
- Permitability and Anticipated Upcoming Regulatory Compliance Considerations
- Hauling/Transportation Costs

The CONSULTANT will evaluate onsite sludge drying by the OWNER compared against the hauling and offsite drying operations by a contractor and identify the recommended alternative for dried biosolids processing and disposal. The CONSULTANT will develop a conceptual plan of each evaluated biosolid process treatment train alternative within the existing WWTP site.

The CONSULTANT may discuss the development and evaluation effort with the OWNER in a monthly meeting and identify/finalize up to four (4) process treatment train alternatives to evaluate and the determination/finalization of the evaluation criteria.

The results of the Biosolids Treatment Process evaluation will be documented in a Draft TM which will be submitted to the OWNER for review and comment. The OWNER's comments will be reviewed during the Biosolids Treatment Process Evaluation Workshop; refer to Subtask 1.3. The CONSULTANT will prepare a Final TM addressing the OWNER's comments.

Deliverables:

- Draft TM (PDF)
- Final TM (PDF)

TASK 3 – PRELIMINARY DESIGN REPORT

Subtask 3.1 – Development of Preliminary Design Report

The CONSULTANT will develop a draft Preliminary Design Report (PDR) that will document the work and findings of Task 2 as well as recommend a Biosolids Process Treatment Train, develop the conceptual configuration and arrangement of the proposed biosolids equipment and appurtenances on the WWTP site, develop an Opinion of Probable Construction Cost for the new improvements and create a proposed project schedule for the design, permitting, construction and start-up of the new biosolid facilities at the WWTP.

The Draft PDR is envisioned to include the following Sections:

- Table of Contents
- Introduction and Project Background
- Description of Current Biosolids Management, Treatment and Disposal Processes
- Current and Anticipated Potential FDEP Biosolids Regulations
- Identification and Evaluation of Biosolids Process Treatment Trains Alternatives
- Recommended Biosolids Process Treatment Train Alternative
- Class 5 Opinion of Probable Construction Cost for Recommended Alternative
- Proposed Project Schedule

The Draft PDR will be submitted to the OWNER for review and comment. The OWNER's comments will be reviewed during the Draft Preliminary Design Report Review Workshop; refer to Subtask 1.3. The CONSULTANT will prepare a Final PDR addressing the OWNER's comments.

Deliverables:

- Draft PDR (PDF)
- Final PDR, signed and sealed by Florida PE (PDF)
- Two (2) letter-size hard copies of Final PDR

TASK 4 – ADDITIONAL SERVICES ALLOWANCE

The CONSULTANT will perform additional services as requested by OWNER and as determined necessary throughout the life of this Project. If the need for such services is identified, CONSULTANT will prepare a change request that will include a scope, fee, and schedule and will submit to the OWNER for approval. If approved, the additional services will be performed upon receipt of written authorization from the OWNER.

Subtask 4.1 - Additional Services Allowance

At the request of the OWNER, the CONSULTANT will perform additional engineering services for work expressly excluded from the scope of services. An allowance for the OWNER's exclusive use in authorizing additional services is included in this Specific Authorization.

ASSUMPTIONS AND EXCLUSIONS

1. The schedule included with this Specific Authorization is preliminary. The CONSULTANT will prepare a Baseline Project Schedule after receiving NTP. The CONSULTANT will update the schedule as the project progresses, and will alert the OWNER if any tasks are expected to extend beyond the originally scheduled dates.
2. The Kickoff Meeting will be scheduled to take place within 2 weeks of receiving NTP. The Kickoff Meeting date will serve as the official start of the technical project activities.
3. The OWNER will provide timely review and comments on deliverables to enable the CONSULTANT to proceed in accordance with the project schedule. OWNER will complete review and provide comments on draft documents within fourteen (14) days of submittal.
4. To expedite the review of draft deliverables, a review meeting will be scheduled with the OWNER staff within fourteen (14) working days of submittal of the draft deliverable.
5. The OWNER will participate in site visits, workshops and progress meetings to provide accurate representations of current plant operations, and coordinate to have the appropriate staff present in meetings as necessary to provide input and review the recommendations presented by the CONSULTANT.
6. The OWNER will make all reasonable efforts to provide the CONSULTANT with relevant historical project information that is available to the OWNER including data, reports, record drawings, and other applicable information to support the CONSULTANT's work.
7. The OWNER will provide the CONSULTANT with site access to the Project facilities.
8. Opinions of Probable Construction Costs (OPCCs) prepared by the CONSULTANT are good faith construction cost estimates. OPCCs are developed utilizing the information identified in the design documents and the CONSULTANT's knowledge of material and labor costs at the time of developing the estimates. OPCCs include estimating contingencies to cover unknown site conditions and incomplete design information which is adjusted as the design progresses. This can result in variances between the OPCCs developed at various design phases. Actual contractor pricing may vary significantly from OPCC estimates due to changing labor markets and material costs, a high degree of construction activity in the region, among other reasons.
9. Field Investigations, Preliminary Design, Detailed (Final) Design, Permitting, Bidding, and Engineering Services During Construction (ESDC), are not included in this Specific Authorization. These services can be provided if requested by the OWNER under separate authorizations.
10. The CONSULTANT is not aware of any known hazardous waste contaminated areas, wetlands, endangered species, or other environmentally sensitive flora or fauna which may require additional efforts during design. Preparation of Environmental Site Assessments is not included in this Specific Authorization.
11. Should the Project encounter conditions beyond the control of the OWNER and CONSULTANT, the CONSULTANT and OWNER will determine the extent of the out-of-scope work. This determination will be mutually agreed upon and may require an amendment to the original scope of services and budget of this Specific Authorization.

PERIOD OF SERVICE

The CONSULTANT intends to perform the scope of services per the preliminary project schedule presented in **Attachment 2**. The CONSULTANT will initiate work within two weeks after receipt of written approval of this Specific Authorization's Notice to Proceed (NTP).

The estimated project duration is approximately **35 weeks** after receipt of Notice-to-Proceed (NTP). The NTP date in the attached schedule is an estimate. The schedule dates will be adjusted once the contract is executed to reflect the actual NTP. The CONSULTANT's services will be provided over the estimated completion period as indicated in **Table 1**.

Table 1 - Major Tasks Estimated Completion

Task	Description	Completion from NTP
Task 1	Project Management	35 weeks
Subtask 2.3	Biosolids Disposal Regulatory Assessment TM	12 weeks
Subtask 2.4	Biosolids Treatment Process Evaluation TM	20 weeks
Task 3	Preliminary Design Report	34 weeks

PAYMENT AND COMPENSATION

The CONSULTANT agrees to provide the scope of services in Tasks 1, 2 and 3 above for a Lump Sum (LS) amount of **$307,480**. A Not to Exceed (NTE) budget of $40,000 is established for Task 4 (Additional Services Allowance). The total of this Specific Authorization is a not to exceed amount of **$347,480.**

Invoices will be based on the CONSULTANT's percent complete of the Lump Sum values in the table below for Tasks 1, 2 and 3. If additional work is authorized under Task 4, it will be billed on a Time & Materials (T&M) basis. The CONSULTANT will submit invoices monthly along with written monthly status report for work completed by its staff and subcontractors (if applicable). For invoices purposes only, **Table 2** presents the fee value of each task.

A fee structure breakdown table is provided in **Attachment 1**. The billing rates in the fee table were derived from the 2023 Proposed Rates in the Contract Change Order to the Agreement approved on March 27, 2024; refer to **Attachment 3**.

Table 2 – Fee Summary

Task	Description	Estimated Fee
Task 1	Project Management	$59,620
Task 2	Engineering Evaluations	$143,760
Task 3	Preliminary Design Report	$104,100
	Lump Sum Subtotal	**$307,480**
Task 4	Additional Services Allowance	$40,000
	NTE Subtotal	**$40,000**
	TOTAL SPECIFIC AUTHORIZATION NO. 12	**$347,480**

ATTACHMENTS

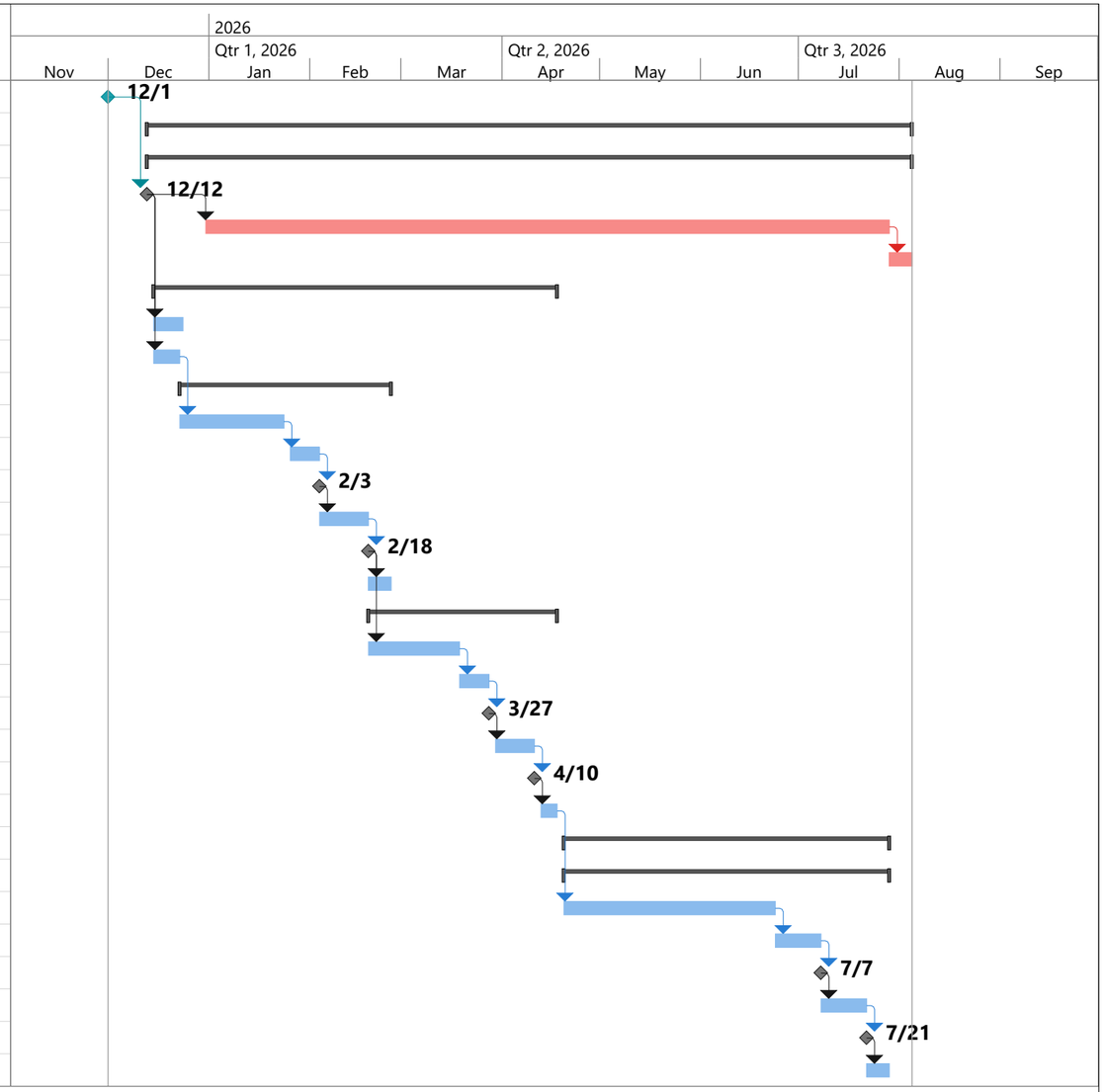
- Attachment 1: Fee Table
- Attachment 2: Preliminary Schedule

City of Punta Gorda - WWTP Biosolids Management Preliminary Design Report
B2024175/SA12 - Fee Table

Billing Rates	$300.00	$245.00	$255.00	$200.00	$170.00	$130.00	$140.00	$110.00	$90.00					
Task Description	**Principal**	**Senior Project Manager**	**Senior Engineer / EOR**	**Engineer**	**Associate Engineer**	**Engineering Intern**	**Designer**	**Professional Admin**	**Clerical / Support Staff**	**Labor Hours**	**Labor Subtotals**	**Outside Professionals**	**ODC's (Travel, Expenses, etc.)**	**TOTALS**
Task 1 - Project Management														
Subtask 1.1 – Project and Quality Management	10	36	-	-	-	-	-	70	-	116	$ 19,520.00	$ -	$ -	$ 19,520.00
Subtask 1.2 – Project Meetings	8	20	20	-	20	20	-	-	-	88	$ 18,400.00	$ -	$ 1,500.00	$ 19,900.00
Subtask 1.3 – Workshops	4	20	20	-	20	20	-	-	-	84	$ 17,200.00	$ -	$ 3,000.00	$ 20,200.00
Task Subtotals	**$ 6,600.00**	**$ 18,620.00**	**$ 10,200.00**	**$ -**	**$ 6,800.00**	**$ 5,200.00**	**$ -**	**$ 7,700.00**	**$ -**	**288**	**$ 55,120.00**	**$ -**	**$ 4,500.00**	**$ 59,620.00**
Task 2 - Engineering Evaluations														
Subtask 2.1 – Data/Information Collection	-	-	16	6	26	20	-	-	-	68	$ 12,300.00	$ -	$ -	$ 12,300.00
Subtask 2.2 – Field Reconnaissance	8	8	8	8	24	16	-	-	-	72	$ 14,160.00	$ -	$ 7,000.00	$ 21,160.00
Subtask 2.3 – Biosolids Disposal Regulatory Assessment TM	20	20	30	32	80	60	-	-	10	252	$ 47,250.00	$ -	$ -	$ 47,250.00
Subtask 2.4 – Biosolids Treatment Process Evaluation TM	24	20	30	32	100	60	80	-	10	356	$ 63,050.00	$ -	$ -	$ 63,050.00
Task Subtotals	**$ 15,600.00**	**$ 11,760.00**	**$ 21,420.00**	**$ 15,600.00**	**$ 39,100.00**	**$ 20,280.00**	**$ 11,200.00**	**$ -**	**$ 1,800.00**	**748**	**$ 136,760.00**	**$ -**	**$ 7,000.00**	**$ 143,760.00**
Task 3 - Preliminary Design Report														
Subtask 3.1 – Development of Preliminary Design Report	36	40	60	52	220	70	60	10	20	568	$ 104,100.00	$ -	$ -	$ 104,100.00
Task Subtotals	**$ 10,800.00**	**$ 9,800.00**	**$ 15,300.00**	**$ 10,400.00**	**$ 37,400.00**	**$ 9,100.00**	**$ 8,400.00**	**$ 1,100.00**	**$ 1,800.00**	**568**	**$ 104,100.00**	**$ -**	**$ -**	**$ 104,100.00**
Lump Sum Subtotals	**$ 33,000.00**	**$ 40,180.00**	**$ 46,920.00**	**$ 26,000.00**	**$ 83,300.00**	**$ 34,580.00**	**$ 19,600.00**	**$ 8,800.00**	**$ 3,600.00**	**1604**	**$ 295,980.00**	**$ -**	**$ 11,500.00**	**$ 307,480.00**
Task 4 - Additional Services (Allowance)														
Subtask 4.1 - Additional Services	-	-	-	-	-	-	-	-	-	0	$ -	$ -	$ -	$ 40,000.00
NTE Subtotals	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0**	**$ -**	**$ -**	**$ -**	**$ 40,000.00**
Staff Hours	**110**	**164**	**184**	**130**	**490**	**266**	**140**	**80**	**40**	**1604**				
TOTALS	**$ 33,000.00**	**$ 40,180.00**	**$ 46,920.00**	**$ 26,000.00**	**$ 83,300.00**	**$ 34,580.00**	**$ 19,600.00**	**$ 8,800.00**	**$ 3,600.00**		**$ 295,980.00**	**$ -**	**$ 11,500.00**	**$ 347,480.00**

Prepared: 10/20/2025

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		Notice to Proceed	0 days	Mon 12/1/25	Mon 12/1/25	
2		**Design Phase**	**160 days**	**Fri 12/12/25**	**Tue 8/4/26**	
3		**Project Management**	**160 days**	**Fri 12/12/25**	**Tue 8/4/26**	
4		Kickoff Meeting	0 days	Fri 12/12/25	Fri 12/12/25	1FS+10 days
5		Bi-weekly Project Meetings	145 days	Wed 12/31/25	Tue 7/28/26	4FS+10 days
6		Project Closeout	5 days	Wed 7/29/26	Tue 8/4/26	5
7		**Engineering Evaluations**	**85 days**	**Mon 12/15/25**	**Fri 4/17/26**	
8		Subtask 2.1 – Data/Information Collection	7 days	Mon 12/15/25	Tue 12/23/25	4
9		Subtask 2.2 – Field Reconnaissance	6 days	Mon 12/15/25	Mon 12/22/25	4
10		**Subtask 2.3 - Biosolids Disposal Regulatory Assessment TM**	**42 days**	**Tue 12/23/25**	**Wed 2/25/26**	
11		Draft TM Development	20 days	Tue 12/23/25	Fri 1/23/26	9
12		Quality Review Process	7 days	Mon 1/26/26	Tue 2/3/26	11
13		Client Submittal	0 days	Tue 2/3/26	Tue 2/3/26	12
14		Client Review	10 days	Wed 2/4/26	Wed 2/18/26	13
15		Client Workshop	0 days	Wed 2/18/26	Wed 2/18/26	14
16		Final TM Development	5 days	Thu 2/19/26	Wed 2/25/26	15
17		**Subtask 2.4 – Biosolids Treatment Process Evaluation TM**	**42 days**	**Thu 2/19/26**	**Fri 4/17/26**	
18		Draft TM Development	20 days	Thu 2/19/26	Wed 3/18/26	15
19		Quality Review Process	7 days	Thu 3/19/26	Fri 3/27/26	18
20		Client Submittal	0 days	Fri 3/27/26	Fri 3/27/26	19
21		Client Review	10 days	Mon 3/30/26	Fri 4/10/26	20
22		Client Workshop	0 days	Fri 4/10/26	Fri 4/10/26	21
23		Final TM Development	5 days	Mon 4/13/26	Fri 4/17/26	22
24		**Preliminary Design Report**	**70 days**	**Mon 4/20/26**	**Tue 7/28/26**	
25		**Subtask 3.1 - Development of PDR**	**70 days**	**Mon 4/20/26**	**Tue 7/28/26**	
26		Draft PDR Development	45 days	Mon 4/20/26	Tue 6/23/26	23
27		Quality Review Process	10 days	Wed 6/24/26	Tue 7/7/26	26
28		Client Submittal	0 days	Tue 7/7/26	Tue 7/7/26	27
29		Client Review	10 days	Wed 7/8/26	Tue 7/21/26	28
30		Client Workshop	0 days	Tue 7/21/26	Tue 7/21/26	29
31		Final PDR Development	5 days	Wed 7/22/26	Tue 7/28/26	30



WWTP Biosolids Management PDR
Preliminary Project Schedule

10/16/2025
Rev 0

Task	Inactive Task	Manual Summary Rollup	External Milestone	Manual Progress
Split	Inactive Milestone	Manual Summary	Deadline	
Milestone	Inactive Summary	Start-only	Critical	
Summary	Manual Task	Finish-only	Critical Split	
Project Summary	Duration-only	External Tasks	Progress	

Punta Gorda
FLORIDA

INTEROFFICE MEMORANDUM

To: **Tom Spencer, Kristin Simeone, and Melissa Reichert**
From: **Anne Heinen, Procurement Manager**
Date: **October 31, 2025**
Subject: Recommendation for Award – U2016102/B2024175/SA12
Wastewater Treatment Plant Biosolids Preliminary Design Report

On March 21, 2018, City Council awarded a Master Agreement to CDM Smith for the Wastewater Treatment Works Improvement. The Agreement includes hourly rates for negotiating projects in the form of specific authorizations.

Staff requested a proposal from CDM Smith, Inc. for engineering services to prepare a Biosolids Management Preliminary Design Report. The Florida Department of Environmental Protection (FDEP) regulations will limit future land application of liquid biosolids to the hay fields at the Wastewater Treatment Plant. CDM Smith will investigate and evaluate the regulatory requirements for processing and disposal requirements for future biosolids processing and recommend options to comply with the new regulations.

The total cost of the authorization is a not-to-exceed cost of $347,480.00. Timeframe to complete the project is 35 weeks from issuance of the Notice to Proceed.

Funds available: Account #_41187115356331____ Project Code: OS-DIS

In accordance with the Agreement, the cost of this project is within City Council's authority to award. Procurement is seeking your approval to prepare an agenda item for City Council meeting.

_____ Concur ___X___ Non-Concurrence _____ Date 11/3/2025
Tom Spencer, Utilities Director

Kristin Simeone Digitally signed by Kristin Simeone Date: 2025.11.04 11:23:33 -05'00'
_____ Concur _____✓_____ Non-Concurrence _____ Date _____
Kristin Simeone, Finance Director

_____ Concur ___X___ Non-Concurrence _____ Date 11/4/2025
Melissa Reichert, City Manager

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

REGULAR AGENDA

Title: Project and Grant Update

Funds:

Recommended Action: No action is required at this time; for information only.

Summary: At the request of the City Council, the City Manager's Office has prepared a project update and grant update to keep the public up to date.

Department/Division: City Manager

EXHIBITS:

1. November 19 Project Update
2. November 19 Grant Update

Projects	Scope	Out to Bid	Awarded	Start Date	Time to completion	Completed	Final Cost	Comments
Permitting-online	Completed	Expected by 11/07/2025						
Procurement study	Completed	Expected by 11/14/2025						
City Hall Council	Expected by 11/07/2025							
City Hall Historic Portion	Completed							
FEMA contractor	Expected by 11/07/2025							
Veterans Park Gazebo	Completed	Completed	Expected 12/3/2025					
Gilchrist Park Gazebo	Expected by 11/14/2025							
Gilchrist Park Restrooms	Completed	Completed	Completed	Sept. 30	90 Days			
Herald Ct Membrane	Completed	Expected by 11/07/2025						
Pickleball Resurfacing and Fencing	Completed							Funds overide in progress
Splash pad	Completed	Completed	Completed					
Laishley Marina								Budgetary estimate in progress
AMI system	Expected by 11/21/2025							
RO	Expected by 11/07/2025							
Wellfield	Completed	Expected by 11/14/2025						
Bayfront	Expected by 11/21/2025							
Pirateship	Completed	Best structure of bid being determined						
Boca Grand Drainage	Expected by 12/01/2025							
Website	N/A	N/A	N/A					Expected to launch by 11/19/2025
Ponce Park Walkways	Anticipated by 12/15/2025							
Fence for Public Safety and PW	Completed	Expected by 11/14/2025						
Park Rental Software	Ancitipated by 11/17/2025							Getting update quote expected by 11/10/2025
In House Projects/Other	**Scope**	**Out to Bid**	**Awarded**	**Progress**	**Time**	**Completed**	**Final Cost**	**Comments**
Tiger dam installations	N/A	N/A	N/A	N/A	N/A	98%		Anticipate completion by 11/14/2025
AC Freeman								Nov. 19th Contract Approval

Grants	Name	Funding Parter	Amount
APPLIED FOR AND AWARDED			
	2026 MAC Revolving Boat Fund	WCIND-County	$5,000
	2026 CVA Clean Vessel Act	FDEP	$27,000
	2025 FDACS – Arbor Day Grant - Forestry ~$1,200	Forestry	$1,200
	Elevate Florida – Pre-award and 2 entered agreement	FEMA/FDEM	
APPLIED AND WAITING FOR RESULTS			
	FRDAP – Bayfront Park Pavilion	FDEP	$980,000
	CDBG-DR – Communication Equipment for Police – Florida Department of Commerce (	FloridaCommerce (federal)	$1,700,000
	CDBG-DR – CIPP and Lift Station 30	Florida Department of Commerce (Federal)	$25,000,000
	Tree Canopy for Linear Park	T-Mobile Hometown Grants Fall	$20,000
	RFI / SRF Drinking Water - Water Treatment Plant Reverse Osmosis and Well Field	FDEP	$56,000,000
	SS4A (Safe Streets 4 All) - Accessory Pedestrian Signals 20 intersections	DOT (Federal)	$300,000,000
APPLIED AND NOT AWARDED			
	BRIC - Water Treatment Plant Reverse Osmosis and Wellfield - FEMA (Defunded)	~ FEMA (Defunded)	$40,000,000
	Tree Canopy for Linear Park	T-Mobile Home Town Grant Spring (not awarded)	$20,000
	Trail Go - CHEC Trail Maintenance	FDEP	$160,000
APPLICATION IN PROCESS: FY 2026			
	Urban and Community Forestry – Linear Park Tree Canopy Revitalization	FDACS (Federal)	
	2026 FDACS – Arbor Day Grant	Forestry	
	Tree City USA	National Arbor Day Foundation	Designation Only

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

REGULAR AGENDA

Title: City Streets Maintenance Update

Funds:

Recommended Action: For informational purposes only; no action required

Summary: City streets maintenance update. For informational purposes only.

Department/Division: Public Works

EXHIBITS:

1. Street Maintenance Presentation

City Streets Maintenance Update



Punta Gorda

Types of City Streets Maintained

- **Asphalt Streets – 116.84 Miles**
- **Brick Streets – 2.07 Miles**
- **Concrete Streets – 0.10 Miles**
- **Dirt Streets – 0.16 Miles**
- **Millings Streets – 0.92 Miles**

Punta Gorda

Asphalt Pavement Evaluation

Integrated Road Information System (IRISpro Pave)

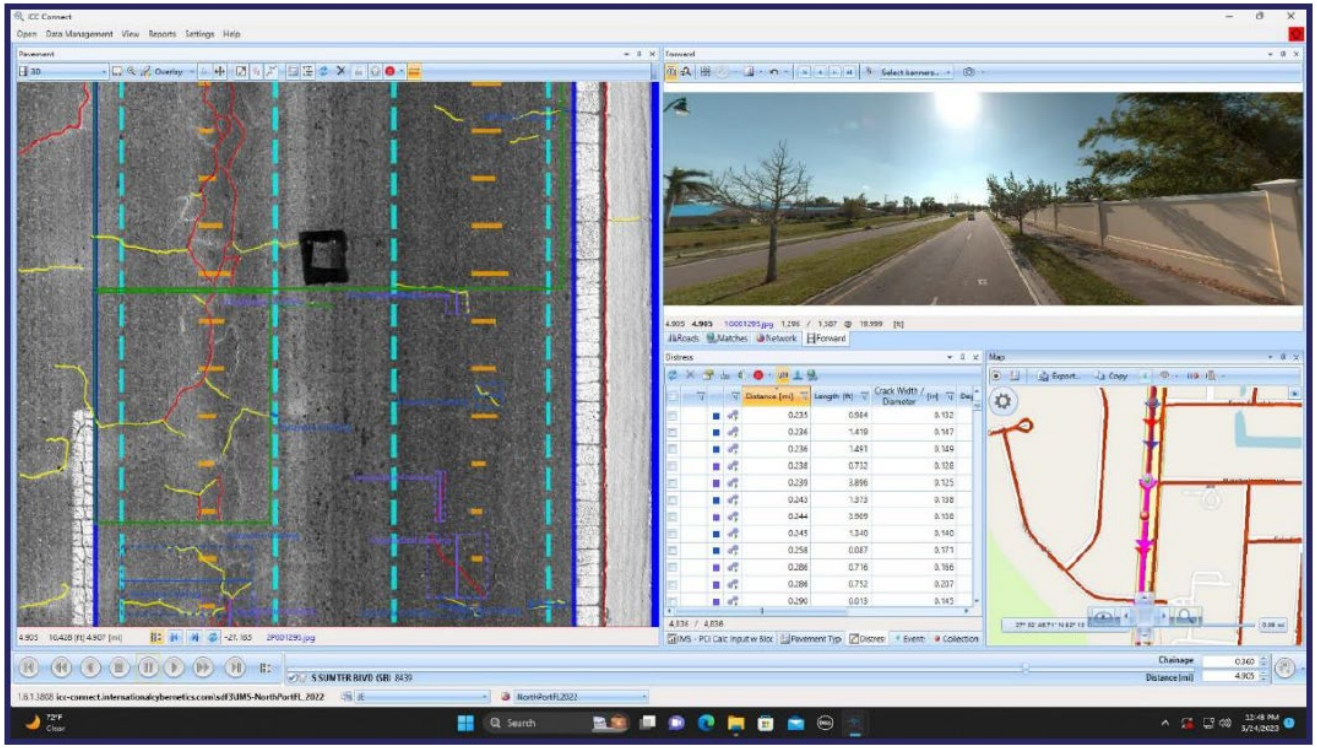
- **360° Imagery**
- **Wheel Path Roughness**
- **Pavement Distress Imaging (1mm resolution)**
- **GPS Positioning**
- **Surface Texture Measurements**
- **Linear Distance Positioning**



Punta Gorda

Data Processing

- **Post Processing**
  - Identify and Classify distresses
  - International Roughness Index (IRI)
  - Ride Quality
- **Quality Control**
  - Various post processing analysis
  - Spot Checks by QC Team and Engineering Staff



Punta Gorda

Distress Examples

Distress Type	Pavement Type	Description	Example
Block Cracking	Asphalt	• Quantified by their width and square footage • Form interconnected longitudinal and transverse cracks • Divides the pavement into rectangular pieces • Results from aging and environmental factors	
Patching	Asphalt	• Quantified by the square footage and severity • Always considered a surface defect • Affects ride quality and condition of a pavement	
Raveling	Asphalt	• Measured by severity and square footage affected • Loss of coarse aggregate on pavement surface	
Bleeding	Asphalt	• Measured by severity and square footage • Presence of free asphalt binder on the roadway surface • Results in a pavement surface with reduced skid resistance • Caused by either an excess of asphalt in the pavement or insufficient voids in the matrix	

Distress Type	Pavement Type	Description	Example
Alligator Cracking	Asphalt	• Quantified by severity and square footage • Caused by the repeated bending from vehicle loads • Propagate from the bottom, meaning that structural failure has occurred • An LAD with significant impact on the condition score, even at low extents	
Rutting	Asphalt	• Caused by the permanent deformation of the pavement and/or subgrade layers • Low densities can have a large impact on the final condition score due to their implication of possible structural failure	
Longitudinal & Transverse Cracking	Asphalt	• Quantified by their length and width • Results from pavement shrinkage due to natural daily and seasonal temperature cycles, construction issues, or other factors	

Punta Gorda

Pavement Rating Results

City of Punta Gorda, FL

Street Inventory and Condition Summary

Easy Street Analysis

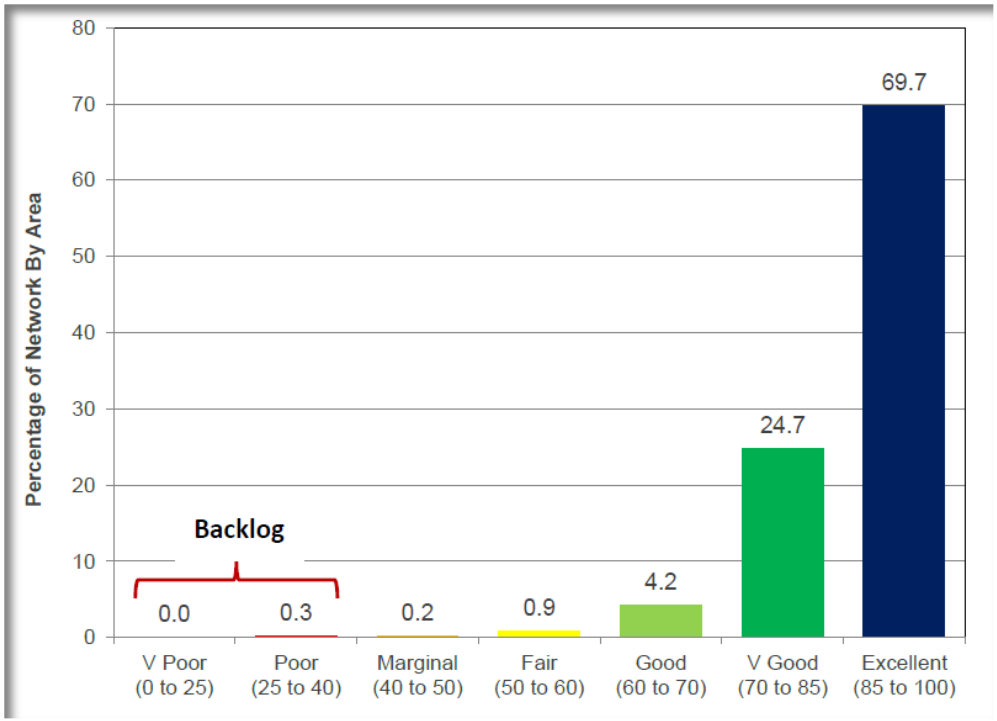
												Condition Summary						
GISID	On Street	From Street	To Street	FunCL	Pavetype	Pavement Width (ft)	Pavement Length (ft)	Add Area (yd2)	Pavement Area (yd2)	Surface Distress Index (SDI)	Roughness Index (RI)	Survey Date	Condition Rating	Load Assoc Distress Deducts (LADD)	Non-Load Distress Deducts (NLAD)	PCI Override (OPCI)	OPCI Date	Current Segment PCI (CPCI)
1000	ACALYPHA	SOP	S BLUE SAGE	Local	Asphalt	23	1,012	129	2,716	97	84	2/12/25	Excellent	0	3			95
1010	ACLINE RD	SOP	DS@573E SOP	Local	Asphalt	19	574	61	1,272	91	79	2/12/25	Excellent	0	9			90
1020	ACLINE RD	DS@573E SOP	DS@875E SOP	Local	Asphalt	21	302	35	739	92	86	2/12/25	Excellent	0	8			91
1030	ACLINE RD	DS@875E SOP	DS@1224E SOP	Local	Asphalt	21	349	41	855	95	96	2/12/25	Excellent	1	4			94
1040	ACLINE RD	DS@1224E SOP	DS@1369E SOP	Local	Asphalt	22	144	18	370	93	86	2/12/25	Excellent	0	7			92
1050	ACLINE RD	DS@1369E SOP	EOP	Local	Asphalt	34	714	135	2,833	81	75	2/12/25	V Good	12	7			80
1060	ADRIENNE	SOP	EOP	Local	Asphalt	26	191	28	578	70	43	2/13/25	V Good	18	12			69
1070	AIRPORT RD	POMPANO	DS@468E POMPANO	Collector	Asphalt	33	468	86	1,803	95	57	2/13/25	Excellent	1	4			93
1080	AIRPORT RD	DS@468E POMPANO	DS@736E POMPANO	Collector	Asphalt	29	268	43	908	100	71	2/13/25	Excellent	0	0			97
1090	AIRPORT RD	DS@736E POMPANO	DS@978E POMPANO	Collector	Asphalt	33	242	44	930	100	87	2/13/25	Excellent	0	0			98
1100	AIRPORT RD	DS@978E POMPANO	DS@1239E POMPANO	Collector	Asphalt	31	261	45	944	100	93	2/13/25	Excellent	0	0			98
1110	AIRPORT RD	DS@1239E POMPANO	COOPER ST	Collector	Asphalt	19	1,301	137	2,884	98	84	2/13/25	Excellent	1	1			97
1120	ALBACETE CIR	TRIPOLI BLVD	TRIPOLI BLVD	Local	Asphalt	21	2,588	302	6,339	100	89	2/12/25	Excellent	0	0			98
1130	ALBATROSS DR	BAL HARBOR BLVD	NIGHTHAWK CT	Local	Asphalt	25	795	110	2,318	98	90	2/13/25	Excellent	0	2			96
1140	ALBATROSS DR	NIGHTHAWK CT	OWL CT	Local	Asphalt	22	446	55	1,145	87	79	2/13/25	Excellent	8	5			86
1150	ALBATROSS DR	OWL CT	ORIOLE DR	Local	Asphalt	23	140	18	374	71	71	2/13/25	V Good	29	0			70
1160	ALBATROSS DR	ORIOLE DR	SANDPIPER DR	Local	Asphalt	23	250	32	671	79	78	2/13/25	V Good	14	7			78
1170	ALBATROSS DR	SANDPIPER DR	WHIP-POOR-WILL BLVD	Local	Asphalt	21	409	48	1,002	71	90	2/13/25	V Good	21	8			70
1180	ALLAMANDA	SOP	ROYAL POINCIANA	Local	Asphalt	22	1,000	122	2,567	99	75	2/12/25	Excellent	1	0			98
1190	ALLEN ST	TAYLOR RD	ELIZABETH ST	Local	Asphalt	20	225	25	524	98	70	2/13/25	Excellent	0	2			96
1200	ALLEN ST	ELIZABETH ST	NARRANJA ST	Local	Asphalt	22	515	63	1,321	100	84	2/13/25	Excellent	0	0			98
1210	ALLEN ST	NARRANJA ST	HAZEL ST	Local	Asphalt	22	510	62	1,308	100	87	2/13/25	Excellent	0	0			98

Pavement Evaluation Mapping

Punta Gorda

Pavement Classification Index (PCI)

Category	Typical Distresses and M&R Recommendations	PCI Range
Excellent	Like new condition – little to no maintenance required. Monitor condition or preventive maintenance.	85<PCI≤100
Very Good	Minor cracking, raveling, and other NLAD Routine or preventive maintenance. *E.g., Crack sealing, surface treatment*	70<PCI≤85
Good	Minor to moderate cracking and low severity LAD such as alligator cracking and rutting. Surface treatments with localized repairs and overlays *E.g., Surface treatments, localized surface patching, thin overlay*	60<PCI≤70
Fair	More extensive and severe longitudinal and transverse cracking, as well as moderate severity LAD Localized repairs or major rehabilitation. *E.g., Localized surface and/or full-depth patching, moderate overlays*	50<PCI≤60
Marginal	Localized high-severity alligator cracking, and rutting Major rehabilitation. *E.g., Localized full-depth patching, mill and overlay, traditional overlay*	40<PCI≤50
Poor	A greater extent of severe alligator cracking, rutting Major rehabilitation. *E.g., More extensive full-depth patching, mill and overlay, traditional overlay*	25<PCI≤40
Very Poor	Extensive and severe alligator cracking, more extensive and deeper rutting, and potholes. Major rehabilitation. *E.g., Full-depth reclamation, reconstruction*	0<PCI≤25



City's Overall PCI - 89

Punta Gorda

Future Maintenance

Goal - Maximize Life of Streets and focus on other streets that are in need of maintenance.

- **Limited Mill and Repaving of streets**
- **Increased application of asphalt rejuvenator**
- **Proactive pothole repair**
- **Rebricking of Brick Streets**





Punta Gorda

QUESTIONS



Punta Gorda

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

REGULAR AGENDA

Title: Farmers Markets

Funds: General Fund

Recommended Action: Direction to staff on any changes desired.

Summary: The memo below provides a history of the fee structure used for "flea markets", the definition of which also includes various iterations of farmers and other markets. Excerpts of minutes pertaining to discussion of farmer's markets has also been included.

Department/Division: Urban Design / City Manager

EXHIBITS:

1. Memo regarding Business Taxes for Farmers Markets
2. November 5, 2008, Excerpt regarding Farmers Market Business Tax
3. March 3, 2010, Excerpt regarding Farmers Market Business Tax
4. June 15, 2011, Excerpt regarding Farmers Market Business Tax
5. September 17, 2018, Excerpt regarding Farmers Market Business Tax
6. October 3, 2018, Excerpt regarding Farmers Market Business Tax
7. November 7, 2018, Excerpt regarding Farmers Market Business Tax
8. November 21, 2018, Excerpt regarding Farmers Market Business Tax

INTEROFFICE MEMORANDUM

TO: Melissa Reichert, City Manager

FROM: Sara Welch, City Clerk

DATE: September 12, 2025

SUBJECT: History on Local Business Taxes and Farmers' Market Fees

Background

Prior to 1972, the State administered an occupational license tax and shared revenues with counties. Municipalities had authority to administer a separate occupational license tax. Then in 1972, the Florida legislature enacted Chapter 72-306, Laws of Florida, which removed the State's authority to impose an occupational license tax, instead providing for the imposition of county and municipal occupational license taxes. These changes were codified under Chapter 205, Florida Statutes. Pursuant to this legislation, the City of Punta Gorda adopted Ordinance 383 on August 15, 1972.

The name "local occupational license tax" resulted in confusion, with businesses and members of the public assuming that the tax receipt issued was a municipality's endorsement of the proprietor's professional qualifications and competence. This misconception led to the adoption of House Bill 1269 in 2006, which changed the terminology from "local occupational license tax" to "business tax".

As written today, the State's Local Business Tax Act provides the City authority to collect business taxes, with certain exemptions and provisions for reduced fees. Florida Statutes Section 205.064 provides the following exemptions:

> (1) A local business tax receipt is not required of any person for the privilege of engaging in the selling of farm, aquacultural, grove, horticultural, floricultural, tropical piscicultural, or tropical fish farm products, or products manufactured therefrom, except intoxicating liquors, wine, or beer, when such products were grown or produced by such person in the state.
> (2) A wholesale farmers' produce market may pay a tax of not more than $200 for a receipt that will entitle the market's stall tenants to engage in the selling of

agricultural and horticultural products therein, in lieu of such tenants being required to obtain individual local business tax receipts to so engage.

The exemption under Section 205.064(2) specifically concerns businesses that are focused on the exclusive sale of agricultural products and does not include businesses that sell additional arts and crafts goods.

Farmers' Markets in the Punta Gorda Code of Ordinance

Chapter 12 provides for the imposition of the City's local business tax. The chapter sets forth classifications and a business tax schedule that governs the fees owed for the right to operate a business in the City. Section 12-2, Definitions, provides the following definition (emphasis added):

> **Flea Market.** For the purposes of this Chapter, the term "Flea Market" shall mean a market, often outdoors, consisting of a number of individual stalls rented by vendors to sell old or used articles, curios, antiques and inexpensive merchandise. **The term shall also include "Farmers' Markets".**

Prior to November 21, 2018, the Code of Ordinances provided the following language regarding the business tax for farmers' markets:

> Chapter 12, Section 12-18, Flea Markets
> Flea Markets shall pay to the City one local business tax for each retail merchant selling goods or products at the Flea Market based upon the highest number of merchants on the business premises on any single day during the previous receipted year, or in the case of new businesses, be based on an estimate for the current year.
>
> The highest number shall be calculated upon reasonable inspections under applicable law or by inquiries by the City Clerk's office. Flea Markets shall keep a current list of merchants or any other person renting a portion of the business premises and upon request, furnish copies to the City.
>
> It is the City's intent to eliminate the fees, taxes, and administrative costs associated with merchants who may transfer, add, delete or change locations within the business premises and base the business tax upon the highest number as aforesaid.
>
> Nothing in this Chapter shall excuse Flea Markets or any merchants on the business premises from the requirement of any other license, permit, inspection, development order, or any applicable laws, rules and regulations of the City, County, State and Federal Governments.
>
> By this Chapter, the City has not assigned or given permission to Flea Markets to collect business taxes directly from merchants; however, Flea Markets are not prohibited from collecting from any merchants any funds Flea Markets deem appropriate regarding the operation of its business.

In 2018, proprietors of the local farmers' markets voiced dissatisfaction regarding the fee structure, with one proprietor indicating it was prohibitively high and put the future of the market in jeopardy. This resulted in the development and adoption of Ordinance 1912-18, which amended the fee structure:

> Chapter 12, Section 12-18, Flea Markets
> Flea Markets shall pay to the City one local business tax for each retail merchant selling goods or products at the Flea Market based upon the average number of merchants on the business premises (total merchants divided by weeks of operation) during the previous receipted year, or in the case of new businesses, be based on an estimate for the current year.
>
> Flea Markets shall provide to the City Clerk's Office a certified copy of the weekly list of merchants or any other person renting a portion of the business premises within five (5) days of the end of each calendar month. The City Clerk's Office reserves the right to conduct reasonable inspections of Flea Markets under applicable law for the purpose of calculating the average number of vendors.
>
> It is the City's intent to eliminate the fees, taxes, and administrative costs associated with merchants who may transfer, add, delete or change locations within the business premises and base the business tax upon the average number as aforesaid.
>
> Nothing in this Chapter shall excuse Flea Markets or any merchants on the business premises from the requirement of any other license, permit, inspection, development order, or any applicable laws, rules and regulations of the City, County, State and Federal Governments.
>
> By this Chapter, the City has not assigned or given permission to Flea Markets to collect business taxes directly from merchants; however, Flea Markets are not prohibited from collecting from any merchants any funds Flea Markets deem appropriate regarding the operation of its business.

Summary

Based on a review of the State's statutory exemptions under Section 205.064 and the City's local business tax requirements under Chapter 12, the farmers' markets currently operating in the City of Punta Gorda more appropriately fit under the City's definition of "flea markets" since their vendors routinely sell arts and crafts goods, health and wellness products, clothing and accessories, and items of that nature, in addition to prepared foods and produce. In Fiscal Year (FY) 24/25, the local farmers' markets paid 5% or less of their approximate vendor fee revenues for the City's local business tax receipt using the process set forth in Section 12-18, Code of Ordinances. The City Clerk's Office administers the business tax receipt program for approximately 1,100 businesses each year and routinely works with Code Compliance staff to ensure that businesses operating within City limits have valid receipts. Any changes to the fee structure, exemptions, or enforcement provisions of the business tax receipt program would require an ordinance and related public hearings, as well as legal review to ensure compliance with existing State regulations.

EXCERPT EXCERPT EXCERPT
CITY OF PUNTA GORDA, FLORIDA
REGULAR CITY COUNCIL MEETING MINUTES
WEDNESDAY, NOVEMBER 5, 2008 9:00 A.M.

COUNCILMEMBERS PRESENT: Friedman, Albers, McCormick, Wallace, Goldberg

CITY EMPLOYEES PRESENT: Dave Drury, Finance; Rick Keeney, Public Works; Tom Jackson, Utilities; Phil Wickstrom, Human Resources; Dennis Murphy, Growth Management; Kathy Dailey, City Manager's Office; Butch Arenal, Police; Robert Hancock, Fire; City Attorney Levin; City Manager Kunik; City Clerk Foster

NEW BUSINESS

Appeal of Local Business Tax Receipt (LBTR) Fee for the Downtown Merchants' Association (DMA) Farmer's Market

Mayor Friedman drew members' attention to the staff recommendation asking if members disagreed with staff's recommendation.

Councilmember Wallace stated while he didn't feel strongly about the subject, he believed it should be possible to have a different classification than Flea Market as he did not like the thought of Flea Markets showing up all around town. He then pointed out the few hours per week the Farmer's Market was open, asking if it was possible to amend the fee structure.

Mayor Friedman pointed out the funds were minimal, thus he did not believe precedent should be broken.

Ms. Mary Moette, Downtown Merchants' Association, stated they were requesting a break on the fee.

Councilmember Goldberg pointed out the Merchants' Association was paying the licensing fee and were charging the individual vendors $20 per week to participate, noting at that rate, the Merchants' Association would break even after three weeks.

Discussion ensued with regard to the charges being levied by the Merchant's Association.

Mayor Friedman opined the established fee was not onerous.

Councilmember McCormick pointed out the fee paid for staff's administrative time to process same.

Ms. Moette asserted the vendors were being charged the $63 license fee on top of their weekly fee.

City Clerk Foster advised the Downtown Merchants' Association was charged $63 per vendor for one LBTR, stating if the vendors were being charged again, it was by the Merchants' Association rather than the City.

Councilmember Albers **MOVED** to deny the appeal, **SECONDED** by Councilmember Goldberg.

VOTING AYE: McCormick, Goldberg, Albers, Friedman.

VOTING NAY: Wallace.

MOTION CARRIED.

EXCERPT EXCERPT EXCERPT
CITY OF PUNTA GORDA, FLORIDA
REGULAR CITY COUNCIL MEETING MINUTES
WEDNESDAY, MARCH 3, 2010 9:00 A.M.

COUNCILMEMBERS PRESENT: Goldberg, Albers, Wallace, Friedman, McCormick

CITY EMPLOYEES PRESENT: Dave Drury, Finance; Rick Keeney, Public Works; Tom Jackson, Utilities; Phil Wickstrom, Human Resources; Dennis Murphy, Growth Management; Butch Arenal, Police; Robert Hancock, Fire; City Attorney Levin; City Manager Kunik; City Clerk Foster

PUBLIC HEARINGS

Mayor Goldberg advised he had requested the City Attorney to address some misunderstandings related to the following proposed ordinance, adding Mr. Robert Gray, President of the Punta Gorda/Port Charlotte/North Port Association of Realtors would speak as well. He concluded public comment would be limited to two minutes per person, due to the number in attendance.

An Ordinance of the City of Punta Gorda, Florida, amending Chapter 12 of the City Code of Ordinances, "Business Tax Act"; amending Section 12-1 relating to the Imposition of a Business Tax; amending Section 12-2 relating to Definitions; amending Section 12-3 relating to Business Tax Receipts; amending Section 12-5 relating to the Application for a Business Tax Receipt; amending Section 12-6 relating to Inspections; amending Section 12-7 relating to Receipts for Each Location; amending Section 12-10 relating to Display of Tax Receipt; amending Section 12-11 relating to Duties of the City Clerk; deleting Section 12-13 relating to Professionals and adding a new Section 12-13 relating to Evidence of Engaging in Business; amending Section 12-14 relating to the Revocation of a Business Tax Receipt; amending Section 12-15 relating to Exemptions; amending Section 12-17 relating to Vending and Amusement Machines; amending Section 12-18 relating to Flea Markets; deleting Section 12-19 relating to Door-To-Door Selling; adding a new Section 12-19 relating to Conflicts; deleting Section 12-20 regarding Soliciting on City Streets; adding a new Section 12-20 regarding Severability; deleting Section 12-22 relating to Hours for Canvassing and Soliciting; deleting Section 12-23 relating to Enforcement of Violations; amending Chapter 15 of the City Code of Ordinances "Offenses and Miscellaneous Provisions" creating a new Section 15-45 in Chapter 15 relating to Door-to-Door Selling, Soliciting, and Canvassing, providing definitions, providing prohibitions against door-to-door selling, soliciting, hawking, peddling, and canvassing, providing hours for door-to-door

canvassing, providing for enforcement, providing for appeals, providing for penalties; adding a new Section 15-46 prohibiting peddling and soliciting on city streets; amending Chapter 9A, of the City Code of Ordinances "Code Enforcement & Abatement of Nuisances" amending Section 9A-33(p) relating to Penalties; amending Chapter 9A, Section 9A-33(q) relating to Penalties; repealing Emergency Ordinance No. 1627-10; requiring 14 day's public notice between ordinance readings; providing for severability; providing for conflicts; and providing an effective date. **FIRST READING**

City Attorney Levin read the ordinance by title, stating the request to amend the code relating to door-to-door sales had caused him to research various aspects of the Local Business Tax (LBT) Statute. He explained while the City was not involved with verifying the qualifications of those individuals licensed by the State, they were required to ensure the State license was active each year upon renewal of the LBT. He stated the tax was a revenue generator, but also provided funds for the administration of the tax. He advised the City did not have flexibility to create or administer taxes in any manner contrary to what was mandated by the Legislature in the Statutes. He explained his research caused him to find the City's ordinance contained exemptions relating to State licensed professionals which were prohibited by Statute, adding the City's exemption was in the minority of municipalities levying an LBT. He referenced a 2000 Attorney General's Opinion stating municipalities could not exempt licensed individuals from the tax, specifically citing real estate agents operating under a real estate broker. He reiterated the City did not have the authority to exempt those individuals.

Councilmember Albers added the City was not searching for new revenue, but rather was advised that if the City chose to levy a business tax, all those not exempted by the Statute must be charged; however, the City could set the level of tax.

City Attorney Levin agreed, adding the amount of tax must be fair and equitable. He mentioned the other option was to not levy the tax at all.

Mayor Goldberg stated if members decided to disband the tax, the revenue would be lost. He stated the past few years' budgets had been difficult, citing dramatic steps with employee benefits and services in order to balance the budget. He stated the City could not afford to make further cut backs than those already planned, adding it may be necessary to replace the revenues with an increase to the millage rate which would be borne by all residents.

Councilmember McCormick asked when he could make a motion to disband the tax.

Mayor Goldberg responded after the public hearing was closed.

Councilmember Wallace referenced Florida Statute Chapter 205, stating a reclassification of rate structures required an Equity Study Commission, which was not proposed. He then stated the rate structure was to be developed in concert with adjacent local governments, pointing out Charlotte County did not tax licensed individuals. He maintained as the Statutes changed over the years, the 2000 Attorney General's Opinion was not relevant at this time.

Discussion ensued with regard to municipalities' authority to levy the tax.

City Attorney Levin then explained the amendments to Chapter 205 since 2000 did not relate to the portions relating to licensed professionals, but rather changed the term Occupational License to Local Business Tax, thus would not alter the validity of the Attorney General's Opinion. He further explained the Statute included exemptions to the tax which were included in the City's ordinance; however, there was no authorized exemption for licensed professionals. He stated the City's ordinance already contained a classification for licensed professionals, thus the actions proposed this date were not a reclassification, but rather an inclusion of individuals who had previously been exempted contrary to the Statute. He stated the Statute allowed municipalities to decrease the amount of tax.

Councilmember McCormick inquired if a majority plus one vote was required.

City Attorney Levin responded only when related to reclassifications.

Councilmember Wallace reiterated the proposed amendment was a reclassification as well as being a restructuring as those affected would be required to pay a tax that they had not previously been required to pay.

City Attorney Levin responded the laws were interpreted by the courts based upon the opinions of the Attorney General. He pointed out the Attorney General had stated the same opinion on numerous occasions. He reiterated the City's code already had the licensed professional classification, thus amending same to comply with the regulations of the Statute was in no way a reclassification.

Councilmember Wallace maintained his opinion that removing the City's exemption was reclassifying that group of people. He reiterated he wanted to follow the Statute requirement to have an Equity Study Commission.

Councilmember McCormick concurred, adding he wished to eliminate the tax completely.

City Attorney Levin reiterated the City's ordinance was not in compliance with the Statute by exempting licensed professionals, adding that classification existed within the City's current ordinance. He explained a different rate could be derived for individuals rather than businesses so long as it was not an increase. He stated the

Statute provided, following the Equity Study Commission, which was previously done by the City, the authority to increase or decrease the rates every other year within the classifications of the ordinance.

Councilmembers Wallace and McCormick reiterated an Equity Study Commission was required.

Councilmember Albers countered members were informed licensed individuals' could be taxed at a different level than the business.

City Attorney Levin stated as the ordinance was presently proposing to charge all licensed professionals the same rate, no restructuring would occur as the classification had existed previously, albeit administered incorrectly.

Councilmember McCormick inquired if a majority plus one was required.

City Attorney Levin responded same would be required for an increase in rates, adding same was not proposed this date.

Councilmember Friedman clarified as the individuals should have been paying the tax all along and were not, the fact that they would now be required to would not be a reclassification. He pointed out the City Attorney's opinion was generally followed by the City Council, adding he felt it wrong for members to argue legal technicalities with an Attorney. He suggested members accept the Attorney's advice and determine which of the options he had offered to follow.

Councilmember Wallace countered it was not wrong to argue a wrongful taxing action, maintaining he could read and understand Statutes.

Councilmember Friedman pointed out the situation being addressed this date did not fall under the requirements for a reclassification or restructure.

Mayor Goldberg called for public comment.

Mr. Robert Gray, Punta Gorda/Port Charlotte/North Port Association of Realtors, spoke against the tax, stating due to the present economy, doing so was unconscionable. He then explained there was a difference between a licensed realtor than other licensed professionals as they were required to work under a Real Estate Broker, while other professions were not. He opined the Attorney General should revisit his opinion.

Mayor Goldberg suggested the Association may wish to bring that matter before the Attorney General.

Mr. Jerry Presseler, Punta Gorda Chamber of Commerce (PGCC), spoke in opposition to the tax as same was not business friendly. He recommended the tax level be set at less than $20.

Mr. Phil Taylor stated the Statute did not require the individuals to be taxed as same was a stand alone option within the Chapter. He opined changing the tax could invite

legal action. He concluded the City was adding an additional tax and should therefore follow the law to do so.

City Attorney Levin inquired where a disagreement to the Attorney General Opinion related to Real Estate Agents could be found.

Mr. Taylor alleged same did not apply to the proposed action this date as it was the creation of a new tax.

Councilmember Friedman confirmed Mr. Taylor was stating if a City wished to charge an individual they could; however, they were not required to if the business was charged. He then asked the City Attorney to respond.

City Attorney Levin stated the question to the Attorney General was whether the individual could be exempted if the business was charged, adding the response was that they could not be exempted if the tax was levied.

Further discussion with regard to the Attorney General's Opinion ensued.

Councilmember Friedman asked how long an opinion from an Attorney General would take.

City Attorney Levin responded it would be based upon their work load.

Councilmember Friedman suggested members take action on the solicitation portion of the proposed ordinance and delay the remainder to gain an opinion from the Attorney General.

Consensus of members was to request an Attorney General's opinion with regard to taxation of licensed professionals.

Mr. Bill Dryburgh stated he had asked the Executive Director of the Realtor's Association to poll area cities, adding the cities of Fort Myers, Tampa and Orlando did not charge individual agents. He spoke in favor of further research prior to taking action.

Mayor Goldberg advised the City Clerk had contacted the cities of Fort Myers, Cape Coral, Venice, and North Port, all of whom taxed the individual.

Mr. Dennis Peck stated the tax would involve many more licensed individuals than just realtors, cautioning it may cause individuals to work elsewhere.

Mr. Ed Wotitzky read from the ordinance, stating it was unclear as to whom it addressed, stating in many cases it was the corporation who maintained the business location, rather than the individual. He then stated Attorney General Opinions did not set precedent. He concluded by requesting PGCC be allowed to provide input as to what was requested from the Attorney General.

Mr. Jack Gardner recommended any law on the books be enforceable, questioning what would occur with real estate agents from other cities selling homes in the City.

Mayor Goldberg responded the Statute referred only to business locations within the City.

Ms. Barbara Colby stated many individuals working in the City of Punta Gorda did not live within the City, asking how those employees would be taxed and monitored.

Councilmember Friedman commented on the misinformation being shared, explaining any individual working out of an office within the City would be taxed pursuant to the proposed ordinance. He stated those working out of another city's office would not be taxed as they were being taxed by their office's city.

Mr. Ed Zysco asked the true intent of the tax assessment.

Councilmember Wallace responded the Statute indicated it was for the privilege of doing business within the City, adding the City Attorney found same when reviewing another aspect.

City Attorney Levin provided a detailed explanation of the origin of the LBT after being changed from the former Occupational License, noting same provided the City the opportunity to ensure that all individual's licenses were current.

Councilmember McCormick asserted the reason for the tax was the $80,000 the City derived from same.

Councilmember Friedman stated he felt the reason the change was proposed was due to members being under the impression they must tax individuals or abolish the tax, thus losing $80,000 in revenue.

Mr. Ron Olsen, PGCC, thanked members for the direction taken this date, voicing opposition to taxing individuals.

Councilmember Albers **MOVED** to close the public hearing, **SECONDED** by Councilmember Wallace.

MOTION UNANIMOUSLY CARRIED.

Councilmember Friedman **MOVED** approval to proceed to second reading on the sections of the proposed ordinance relating to solicitation and to delay the remainder until an opinion was gained from the Attorney General, **SECONDED** by Councilmember Wallace.

MOTION UNANIMOUSLY CARRIED.

Councilmember McCormick stated he did not go forward with his motion to abolish the tax in deference to the Attorney General's opinion.

EXCERPT EXCERPT EXCERPT
CITY OF PUNTA GORDA, FLORIDA
REGULAR CITY COUNCIL MEETING MINUTES
WEDNESDAY, JUNE 15, 2011 9:00 A.M.

COUNCILMEMBERS PRESENT: Goldberg, Albers, Wallace, Friedman, Keesling

CITY EMPLOYEES PRESENT: Dave Drury, Finance; Rick Keeney, Public Works; Tom Jackson, Utilities; Phil Wickstrom, Human Resources; Dennis Murphy, Growth Management; Butch Arenal, Police; Robert Hancock, Fire; City Attorney Levin; City Manager Kunik; City Clerk Foster

RECOMMENDATION FROM CITY OFFICERS

CITY CLERK

City Clerk Foster reported the Equity Study Commission had met the previous day to make final recommendations for City Council, drawing members attention to her memo, as delineated in the agenda material, stating two recommendations were made as follows: elimination of the word "adult" when referencing gaming machines and reduction of tax for Flea Markets from $63.00 to $25.20 per vendor. She explained the word "adult" was not included in the present ordinance, thus no amendment was necessary; however, the recommendation for rate reduction would require a decision.

Mayor Goldberg stated he understood the rational for adjusting the rate for Flea Markets; however, he voiced concern with regard to the revenue shortfall that would result.

Councilmember Friedman opined if the committee wished to reduce the rate for one area, they should have considered increasing same in another area to maintain the current level of revenues. He opined there had been no intent to increase revenues; however, a reduction was not desired.

City Clerk Foster explained Flea Markets were taxed on the highest number of vendors on any given day in the previous year. She explained, as an example, the downtown farmers' market, paid approximately $800 the previous year, but had gained many vendors since that time, so it was possible there would be no loss in revenue for the upcoming budget year. She advised she would provide members with those figures.

Councilmember Keesling inquired if a business owner, who had paid a business tax, would be required to pay another business tax if they participated in the farmers' market.

City Clerk Foster explained vendors were not taxed individually, but rather the proprietor of the flea market was taxed based upon the number of vendors. Whether that cost was passed on to the vendor was not a matter the City was involved with.

Councilmember Albers questioned whether the vendor would receive the reduction if Council decided to reduce the tax.

City Clerk Foster expressed uncertainty as same was not regulated by the City.

Councilmember Albers acknowledged the farmers' market was not open seven days a week; however, the City provided them with a storefront by allowing same on the City's street or in a City park.

Councilmember Friedman opined the rates should remain as they presently were, considering there was no guarantee the reduction would be passed on to the vendors.

Mayor Goldberg stated he would like to see the analysis of the numbers to determine the financial impact prior to making a decision.

EXCERPT EXCERPT EXCERPT

CITY OF PUNTA GORDA, FLORIDA
REGULAR CITY COUNCIL MEETING MINUTES
MONDAY, SEPTEMBER 17, 2018, 9:00 A.M.

COUNCILMEMBERS PRESENT: Cummings, Keesling, Matthews, Prafke, Wein

CITY EMPLOYEES PRESENT: Kristin Simeone, Finance; Rick Keeney, Public Works; Tom Jackson, Utilities; Phil Wickstrom, Human Resources; Joan LeBeau, Urban Design; Pamela Davis, Police; Ray Briggs, Fire; City Attorney Levin; City Manager Kunik; City Clerk Smith

Citizen Comments - Regular Agenda Items Only

Mr. Dick Carr, Southwest Florida Vietnam Wall Inc. President, thanked Council for their past support, requesting funding for Phase II of the Veteran's Park. He stated construction on the parking would begin when the rainy season ended.

Ms. Sheri Lenore, Smart Growth Punta Gorda, stated their goal was to involve citizens in the development of the Strategic Plan, asserting the input submitted to the City Manager was casually dismissed. She requested same be handled differently in the future. She further suggested staff meet with citizens to discuss their input.

Mr. John Wright, Punta Gorda Chamber of Commerce (PGCC) President, objected to the amount of Local Business Tax (LBT) being charged to the Downtown Merchants Association Saturday Farmer's Market.

NEW BUSINESS

Discussion regarding Downtown Merchants Association Saturday Farmers Market Local Business Tax.

Councilmember Wein stated Mr. Wright had indicated the cost for the Downtown Merchants Association's (DMA's) LBT renewal was burdensome, asking if Council could provide some accommodation.

Councilmember Matthews suggested the tax be calculated on a quarterly average number of vendors as provided by the PGCC.

Councilmember Wein commented perhaps tax relief could be granted to the street entertainment and the non-profits.

City Clerk Smith clarified individuals who performed at the Farmers Market sold their CDs/DVDs while other artists sold art work, noting they paid the DMA a percentage of their sales. She mentioned due to conflicting information regarding DMA vendor counts, the City Clerk's Office assumed responsibility for same.

Mayor Keesling asked the City Clerk to comment on the former Equity Study Commission (ESC), noting Mr. Jerry Presseller, DMA President, had served on same.

City Clerk Smith stated an ESC was formed in 1995 following the State's adoption of new legislation, at which time fees were established which had not changed as of the present date. She explained an ESC was formed again in 2011, at which time Mr. Presseller proposed a fee reduction for the Farmers Market, adding same was subsequently discussed by City Council; however, no formal decision was made nor was there any further discussion beyond bringing City Code into compliance with new legislation.

City Attorney Levin clarified the issue seemed to be the method of fee calculation as opposed to the fee itself, stating Council could amend City Code if desired.

Councilmember Prafke commented briefly on the fee schedule imposed on vendors by the DMA, opining those providing entertainment should not be charged. She suggested basing calculations on both temporary and full-time vendors but excluding weekly vendors as the latter were charged only $50 as compared to the $63 LBT.

City Clerk Smith noted staff conducted vendor counts once each month, pointing out while one particular weekly vendor was present only once, a different weekly vendor would be present at the next Farmers Market.

Councilmember Wein noted basing fee calculations on averages resulted in a reduction of 25% from the current tax, suggesting the Farmers Market's FY 2018/2019 tax be reduced by that amount and the issue be re-visited the following year.

Mr. Wright stated the DMA had paid over $4,000 each year for the past 10 years, the funds being derived through 2 other events, both of which had been rained out. He maintained the DMA might not be able to sustain the Farmers Market. He offered to provide an accounting to the City Clerk's Office based on the fees collected by the DMA each week.

Mayor Keesling requested a list of vendors in addition to actual counts.

Councilmember Cummings **MOVED** to waive the late fees which would begin to accrue on October 1, 2018, to allow time for an ordinance amendment to be drafted, **SECONDED** by Councilmember Matthews.

MOTION UNANIMOUSLY CARRIED.

EXCERPT EXCERPT EXCERPT
CITY OF PUNTA GORDA, FLORIDA
REGULAR CITY COUNCIL MEETING MINUTES
WEDNESDAY, OCTOBER 3, 2018, 9:00 A.M.

COUNCILMEMBERS PRESENT: Cummings, Keesling, Matthews, Prafke, Wein

CITY EMPLOYEES PRESENT: Kristin Simeone, Finance; Rick Keeney, Public Works; Tom Jackson, Utilities; Phil Wickstrom, Human Resources; Joan LeBeau, Urban Design; Pamela Davis, Police; Ray Briggs, Fire; City Attorney Levin; City Manager Kunik; City Clerk Smith

UNFINISHED BUSINESS

Discussion regarding Downtown Merchants Association Saturday Farmers Market Local Business Tax.

City Clerk Smith presented information relative to the Saturday Farmers Market, noting staff had drafted language to calculate an average number of vendors as the basis for the tax for farmers markets.

Ms. Margaret Bogardus stated the Historical Society was amenable to a tax calculation based on the average number of vendors participating in the History Park Farmers Market.

Consensus was to move forward with the proposed amendment.

EXCERPT EXCERPT EXCERPT
CITY OF PUNTA GORDA, FLORIDA
REGULAR CITY COUNCIL MEETING MINUTES
WEDNESDAY, NOVEMBER 7, 2018, 9:00 A.M.

COUNCILMEMBERS PRESENT: Carey, Cummings, Matthews, Prafke, Wein

CITY EMPLOYEES PRESENT: Kristin Simeone, Finance; Rick Keeney, Public Works; Tom Jackson, Utilities; Phil Wickstrom, Human Resources; Joan LeBeau, Urban Design; Pamela Davis, Police; Ray Briggs, Fire; City Attorney Levin; City Manager Kunik; City Clerk Smith

PUBLIC HEARINGS

GA-06-18 – An Ordinance of the City of Punta Gorda, Florida, amending Punta Gorda Code, Chapter 12, "Business Tax Act", Section 12-18, "Flea Markets", to adjust the calculation upon which the annual business tax for flea markets is based; providing for conflict and severability; and providing an effective date.

FIRST READING

City Attorney Levin read the ordinance by title.

City Clerk Smith explained the proposed ordinance changed the calculation of tax imposed on farmers markets to an average vendor count basis.

Mr. Jerry Presseller, Downtown Merchants Association, asserted the difference between flea markets and farmers markets was significant.

City Clerk Smith advised Chapter 12 specified flea markets were inclusive of farmers markets.

Mayor Prafke called three times for anyone to speak on GA-06-18.

Councilmember Matthews **MOVED** to close the public hearing, **SECONDED** by Councilmember Cummings.

MOTION UNANIMOUSLY CARRIED.

Councilmember Wein **MOVED** approval of GA-06-18, **SECONDED** by Councilmember Matthews.

MOTION UNANIMOUSLY CARRIED.

EXCERPT EXCERPT EXCERPT
CITY OF PUNTA GORDA, FLORIDA
REGULAR CITY COUNCIL MEETING MINUTES
WEDNESDAY, NOVEMBER 21, 2018, 9:00 A.M.

COUNCILMEMBERS PRESENT: Carey, Cummings, Matthews, Prafke, Wein

CITY EMPLOYEES PRESENT: Kristin Simeone, Finance; Rick Keeney, Public Works; Tom Jackson, Utilities; Phil Wickstrom, Human Resources; Joan LeBeau, Urban Design; Pamela Davis, Police; Ray Briggs, Fire; City Attorney Levin; City Manager Kunik; City Clerk Smith

Ordinance/Resolution

No Public Hearing Required

GA-06-18 – An Ordinance of the City of Punta Gorda, Florida, amending Punta Gorda Code, Chapter 12, "Business Tax Act", Section 12-18, "Flea Markets", to adjust the calculation upon which the annual business tax for flea markets is based; providing for conflict and severability; and providing an effective date.

SECOND READING

City Attorney Levin read the ordinance by title.

Councilmember Matthews **MOVED** approval of GA-06-18, **SECONDED** by Councilmember Cummings.

MOTION UNANIMOUSLY CARRIED.

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

REGULAR AGENDA

Title:	Event Permit 25-195581 - New Year's Eve at Fisherman's Village - December 31, 2025
Funds:	
Recommended Action:	Applicant is requesting City Council approval of street closure for event.
Summary:	Fisherman's Village (Village) plans to hold their annual New Year's Eve celebration inside the Village with family friendly festivities. Live music is planned starting at 6 PM and continuing until midnight. Explosive Touch Enterprises (Ej Weppel), the firework vendor hired, will provide a display to begin at 12 AM that night from a barge which will be set up on Charlotte Harbor on December 30th. The roads proposed for closure are West Henry Street, Shreve Street, and East Olympia Avenue.
Department/Division:	Urban Design

EXHIBITS:

1. Application

CITY OF PUNTA GORDA

PARK RENTAL & EVENTS
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
ParkRental@CityofPuntaGordaFL.com
(941) 575-3367

EVENT PERMIT APPLICATION

The following information is required for all event permits issued by the City of Punta Gorda. Please be aware that approval does not exempt the applicant from any County, State or Federal criteria which may apply to such event or activity.

IMPORTANT: Applications for event permits must be submitted for processing at least sixty (60) days prior to the event.

Non-refundable application fee shall be paid at time of application or the application will be returned. Rental fees will be paid at approval of the event request. All questions must be answered, incomplete applications will be rejected. Signature **must** be notarized or application will be rejected. **For** further information, contact the Urban Design Division.

DATE RECEIVED: 9/03/2025	**PERMIT NO:** 25-195581
Application Fee: $50.00 (DUE AT TIME OF APPLICATION)	**DRC DATE:**

Name of Event	Fishermen's Village New Year's Eve Celebration/Fireworks Display
Applicant or Organization	Fishermen's Village
Event Date(s)	Wednesday, December 31st, 2025

Type: If event is a joint venture between a not-for-profit organization and a for-profit company, the rental rates will be charged the for-profit rate. Attach copy of non-profit status with IRS certification or copy of the State of Florida tax exemption certificate.

■ For profit ☐ Not-for-profit (type_____, provide IRS certification) ☐ Joint Event

Name of Responsible Party	Kathy Burnam			Title	Marketing Manager		
Address	1200 W. Retta Esplanade	City	Punta Gorda	State	FL	Zip	33950
Phone #'s	[redacted]			Email address	[redacted]		

Description of Event	Annual Fishermen's Village NYE Celebration inside Village with family friendly festivities and live music beginning at 6 pm and continuing until 12 midnight. Food Trucks may be considered for event. Fireworks display to begin at 12 midnight as part of celebration. Barge set up on Harbor on Dec. 30th. Explosive Touch Enterprises (EJ Weppel) is company presenting Fireworks' Display (same company we used for July 4th, 2025) Required application information from Explosive Touch is attached accordingly.

Event Location:
Indicate all areas intending to be used. Site plan is required at the time of application submittal, including location(s) of any signage, and/or a parade/race route, as applicable. Site plan shall indicate the areas to be used for parking, location of portable toilets and trash containers/ dumpsters as well as layout of event. In addition, an accessible route site plan is required and must include all elements outlined on the ADA Checklist provided in the event manual.

Gilchrist Park	Laishley Park	Ponce de Leon Park
☐ Open Space/Event Lawn ☐ Gazebo ☐ Large Shelter ☐ Small Shelter ☐ Exclusive Use (Specify) _____ ☒ Other (Specify) Fishermen's Village	☐ Open Space ☐ Open Air Pavilion ☐ Gazebo ☐ Exclusive Use (Specify) _____ ☐ Other (Specify) _____	☐ Open Space ☐ Large Shelter ☐ Open Air Chapel ☐ Exclusive Use (Specify) _____ ☐ Other (Specify) _____

Set up Time			Event Time			Clean Up Time		
Date	From	To	Date	From	To	Date	From	To
12/30/25	Barge arrives		1/1/26	12 am	12:20 am	1/1/26	12:30 am	2:30 am
12/31/25	Fireworks setup	9 – 11 am		Fireworks Display				

Has this event been held in the Past?	☐ No ☒ Yes – When 12/31/24 in attendance 4,000		
Anticipated Crowd Size for this event	3,000 - 4,000	Peak Hours 9 pm - 12:30 am	
Will there be a charge for Parking	☒ No ☐ Yes	Will off-site parking be provided	☐ No XX
Will any type of "shuttle" service from parking to entrance be provided?	☐ No ☒ Yes –By whom Village Security Personnel - golf carts If yes, will the shuttle equipped for those with disabilities? ☐ No ☒ Yes		
Will there be amplified music or entertainment?	☐ No ☒ Yes	Will any street(s) or sidewalk(s) be closed?	No ☒ Yes
Are off-premise directional signs or other types of advertising devices being requested?			☒ No ☐ Yes
Will tents or canopies be used?	☒ No ☐ Yes – How Many? _____ What Size? _____		
Will alcoholic beverages be sold or consumed on the premises?	☐ No ☒ Yes – Alcoholic Beverage Permit Holder Village Restaurants		
Are Fireworks planned?	☐ No ☒ Yes	Does the applicant own the property where the event is to be held?	☐ No ☒ Yes
Will private security be provided to protect exhibits, equipment or facilities brought on-site for this event	☒ No ☐ Yes – Name of Security Company _____		
Will food be cooked and/or catered on-site during this event?	☐ No Village Restaurants ☒ Yes – has the Health Department been contacted ☐ No ☐ Yes		
Will temporary sanitary facilities be provided?	☒ No ☐ Yes	*Portable toilets and portable hand washing facilities are REQUIRED for ANY event serving/selling food and/or beverages. (Only exception is in Laishley Park)	

*If portable toilets are provided for use by event participants, a minimum of five percent of all units, but never less than one unit, must be accessible. Where clusters of portable units are provided at various locations around the event site, five percent of the units in each cluster should be accessible. They should be equipped with all the accessible elements required by the Standards such as maneuvering space, grab bars, toilet paper dispensers within reach, etc. In addition, when all units are not accessible, the International Symbol of Accessibility must be posted on the units that are.

Will disposable cardboard trash receptacles be provided?	■ No ☐ Yes
Will additional refuse containers/dumpsters be provided? (If serving food a dumpster is required)	■ No ☐ Yes – By whom? _____
Are live animals going to be part of this event?	☐XNo ☐ Yes – Type?_____ How Many? _____

Who is the event's designated ADA Coordinator responsible for ensuring event is accessible to those with disabilities?	Name	Patti Allen, GM
	Phone	[redacted]
	Email Address	

Will Punta Gorda Personnel be Requested?	Police ☐ No ■ Yes	Fire ☐ No ■ Yes	Public Works ■ Yes ☐

Events on City Property. Please provide the City of Punta Gorda with a Certificate of Insurance for property and Liability coverage of the event, naming the City as additional insured. Combined Single Limit for Bodily Injury liability having minimum limits of $1,000,000 per occurrence and Property Damage liability as follows: ***$100,000 for Ponce de Leon; $500,000 for Gilchrist & Laishley Park****, must be provided prior to permit approval*

Do you have the appropriate insurance?	☐ No ☐ N/A ■ Yes	Is the City named as an additional insured?	☐ No ☐ N/A ■ Yes
Does this event require the use of Water?	☐ No ■ Yes	Does this event require the use of Electric?	☐ No ■ Yes

Telephone service shall be available on site of event for emergency purposes. Indicate the arrangements you have made for communications on-site during event. List the name of contact person responsible the day(s) of event

Name	Kathy Burnam			Title	Marketing Manager		
Address	1200 W. Retta Esplanade	City	Punta Gorda		State	FL	Zip	33950
Phone #'s	[redacted]			Email address	[redacted]		

During review by various City Departments, additional conditions may be imposed. The permit is valid only for the time indicated on the ISSUED permit. In the event that the applicant fails to fulfill the requirement(s) (as set forth in the permit) or fails to obtain proper authorization to proceed, if conditions have changed, including but not limited to acts of God, pandemics, natural disasters, etc., or the expected outcomes, impacts, or conditions are substantially altered, then the permit will be voided immediately by authorized City Personnel.

I, the undersigned, will indemnify, defend and hold harmless the City of Punta Gorda, its agents, employees, officers and any and all other associates, from and against any and all actions, in law or in equity, from liability or claims for damages, demands or judgments to any person or property which may result now or in the future from the conduct of this event.

The undersigned has read and voluntarily signed the release and waiver of liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

NOTARIAL CERTIFICATE - ACKNOWLEDGEMENT

Kathy Burnam
Signature

Fishermen's Village
Organization

Kathy Burnam, Marketing & Events Manager
Type or Printed Name & Title

8/21/25
Date

State of Florida
County of Charlotte

Notary Public State of Florida
Patricia Lynn Allen
My Commission HH 451883
Expires 10/5/2027

The foregoing instrument was acknowledged before me by means of [■] physical presence or [ ] online notarization this day of August 21, 2025, by Patricia L. Allen, who is personally known to me or who has produced_____as identification.

(Signature of Notary)

(Seal)

~~CITY OF PUNTA GORDA~~
ZONING & CODE COMPLIANCE
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-3352
Zoning@CityofPuntaGordaFL.com

REQUEST FOR TEMPORARY CLOSING OF CITY STREETS

Request for Temporary Closing Form MUST be submitted to the Punta Gorda Public Works Department a minimum of sixty (60) days prior to the event	DATE RECEIVED:

Name of Event	Fishermen's Village New Year's Eve Celebration / Fireworks Display						
Applicant or Organization	Fishermen's Village						
Address	1200 W. Retta Esplanade	City	Punta Gorda	State	FL	Zip	33950
Phone #'s	[redacted]			Email address	[redacted]		
Description of Event	FV annual New Year's Eve Celebration with Fireworks Display at 12 midnight. Music, family friendly activities, dancing.						

Date of Event				Time of Event			
To	December 31, 2025	December 31, 2025 - January 1, 2026 ☐ ☐		Begin	6 pm	End	12:30 am

Has this event been held in the Past?	No XXYes – When 2024
Proposed Road(s) to Close (Specific Locations – Include Map)	W. Henry / Shreve / E. Olympia As determined in advance by Police/Public Works Personnel
Proposed Detour Route (Include alternative road and map)	As determined by Police/Public Works Personnel (map provided)
Additional Notes & Comments **Include ADA accessible route**	

Signature	Printed Name	Date
[signature]	Kathy Burnam	8/25/25

Office Use Only

☐ Punta Gorda Police Approved ☐ Disapproved ☐	Comment:		
Signature	Type or Printed Name & Title		Date
☐ Punta Gorda Fire Approved ☐ Disapproved ☐	Comment:		
Signature	Type or Printed Name & Title		Date
☐ Punta Gorda Public Works / Engineering Approved ☐ Disapproved ☐	Comment:		
Signature	Type or Printed Name & Title		Date

CITY OF PUNTA GORDA

FIRE DEPARTMENT
1410 TAMIAMI TRAIL
PUNTA GORDA, FL 33950
(941) 575-5529
CityofPuntaGordaFL.com

SPECIAL EVENT SAFETY CHECKLIST

Attention Event Permit Applicants & Participants:

The following fire safety requirements shall apply to all special events in the City of Punta Gorda.

- ✓ All tents and canopies under which any type of cooking or warming of food items is conducted will be required to have a fire retardant certification on the canvas or be separated from other structures and tents by 10' (foot) spacing. Permits may be required contact the Fire Marshal for details.
- ✓ Use of electrical or gas powered equipment will be required to have a fire retardant certification on the canvas or be separated from other structures and tents by 10' (foot) spacing. Permits may be required contact the Fire Marshal for details.
- ✓ All vendors with electrical power, cooking or food warming and any flammable hazards will be required to have a State certified (state tagged) portable fire extinguisher mounted within the vendor area. All fire extinguishers will be a minimum size of 5 pounds, ABC type.
- ✓ All vendors cooking with oils or grease type products will need to have absorbent material for any spills (i.e., sand or kitty litter).
- ✓ Any cooking equipment shall be in good operational condition (LP tanks, hoses, generators, grills and electrical appliances). All appliances shall be properly secured and out of egress pathways.
- ✓ Gasoline containers shall be approved types and shall not be stored under tents or in egress pathways.
- ✓ LP tanks shall be properly secured from any falling or tipping hazards and kept clear of egress pathways.
- ✓ Extension cords shall be heavy duty outdoor use type. Cords shall not be spliced together or tied in knots. Extension cords shall be kept clear of standing water and where they pass through pedestrian areas shall be secured, as to not cause trip hazards.

Jennifer J. Molnar,
Fire Marshal, PGFD

Event coordinator shall provide a signed copy of this document to the Fire Department in acknowledgement and full understanding of the above stated fire safety requirements that all event participants must abide by

All VENDORS MUST ACKNOWLEDGE RECEIPT IN ORDER TO PARTICIPATE IN A CITY EVENT

By signing this form the event coordinator insures that all participants/vendors of the event have received a copy of these listed requirements and clearly understands each applicable requirement listed.

Name	Kathy Burnam			Title	Marketing Manager		
Address	1200 W. Retta Esplanade	City	Punta Gorda	State	FL	Zip	33950
Phone #'s	[redacted]		Email address	[redacted]			
Event Name	NYE Celebration/Fireworks Display	Event Date	12/31/25-1/1/26	Event Time	6 pm	to	12:30 am

Kathy Burnam
Signature

Fishermen's Village
Organization

Kathy Burnam, Marketing & Events Manager
Type or Printed Name & Title

12/5/25
Date

Florida's Harborside Hometown

CITY OF PUNTA GORDA

PUNTA GORDA FIRE DEPARTMENT
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-5549
CityofPuntaGordaFL.com

OFF DUTY VENDOR CONTRACT – FIRE DEPARTMENT

PERMITTEE							
Event Name	NYE Fireworks Display			Organization	Fishermen's Village		
Name of Permittee/Vendor	Kathy Burnam			Title	Special Events & Community Relations		
Address	1200 W. Retta Esplanade	City	Punta Gorda	State	FL	Zip	33950
Phone #'s	[redacted]			Email address	[redacted]		

DATE(S) SERVICE IS NEEDED			
Hours	From: 10 pm-12 a (2) 12/31/25 ❑ AM ❑ PM	TO: _____ ❑ AM ❑ PM	
Number of Fire Department personnel being requested		2 fire reps 12/31/25 10p-12a/ 2 fire reps 1/1/26 12-1 am	

PAYMENTS WILL BE MADE IN ADVANCE UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE. IF OTHER ARRANGEMENTS HAVE NOT BEEN MADE, PAYMENT MUST BE RECEIVED 10 DAYS PRIOR TO THE EVENT DATE. FAILURE TO DO SO WILL RESULT IN PERMIT/DETAIL BEING CANCELLED. TWO (2) HOUR MINIMUM.

Description of service to be provided	NYE Fireworks display detail as required to oversee safety of fireworks display
Report to	Becca Heiland, Village Security Manager / Patti Allen, GM

I, Kathy Burnam as authorized representative of Fishermen's Village (hereafter "Permittee") hereby acknowledge that I have read and understand the attached "Conditions of Permit" and that Permittee will abide by and be subject to these condition in all respects if a permit is issued at a result of this application. In addition, that Punta Gorda Fire Department and its member will not be held liable for damages or injuries by Permittee that may be caused be a third party in connection with services provided under this permit.

Kathy Burnam
Signature Authorized Representative of Vendor

8/25/25
Date

The above application for permit is hereby granted, and above application together with the attached "Conditions of Permit are hereby adopted, by reference, and are made part of and constitute terms and conditions of this permit.

Expiration date of this permit | Pre-Payment Waive ☐ Yes ☐ No

Signature City Representative | Date | Permit Number

ALL PERMITS MUST BE OBTAINED 10 DAYS PRIOR TO THE EVENT DATE

Punta Gorda

Off Duty Vendor Contract

CONDITIONS OF PERMIT

Extra-Duty Special Detail Standby Fire Department Related Services

The following are general conditions regarding standby Fire Department related services:

1. If you require assistance with a scheduled detail after normal administrative hours (M-F 7:30am-4:30pm), contact must be made with the Fire Marshal or Fire Chief by calling 941-575-5529.
2. Any Member who is engaged in any extra-duty employment is subject to On-Duty status (call-out) at any time.
3. Extra-Duty employment shall be suspended any time a conflict is found to exist, the employment interested with the member's primary duties as a firefighter/EMT/Paramedic, is in violation of State or Federal law or Office policy.
4. The rate charged an employer/vendor for extra-duty Fire and EMS related services shall be standardized hourly rate established by the City of Punta Gorda which shall include compensation of personnel, any applicable employment taxes, and any administrative costs to administer the special detail.
5. Payment for any services directly to the member is strictly prohibited. The City of Punta Gorda will be responsible for collecting such payment and making disbursement to the member.
6. Extra Duty/special detail services shall be performed within the boundaries and jurisdiction of City of Punta Gorda public safety services.
7. The person/vendor requesting the extra-duty Fire/EMS service will make payment in ADVANCE of the service being performed. Payment will be made to the City of Punta Gorda Fire Department and will accompany the application/contract for request of services.
8. Cancellations of services by the Permittee (person/vendor requesting service) MUST be made at least 48 hours in advance. Failure to do so will result in the City of Punta Gorda Fire Department billing permittee/vendor for two (2) hours minimum for administrative cost.
9. If the employment has been authorized as provided in this policy, liability and Worker's Compensation Insurance Coverage provided by the Fire Department will be in effect if the off-duty firefighter sustains an injury while the member is performing extra-duty fire/ems related employment. Any injuries sustained which are NOT incurred as a result of a fire/ems action, will be the responsibility of the employer/vendorrequesting extra-duty fire/ems related employment to include workers compensation.
10. All permits must be obtained 10 days in advance. In emergent situations exceptions may be made by the program administrator/Fire Chief.

I have read, understand and agree to the above listed conditions.

Kathy Burnam — 8/25/25

Signature of Permitee/Vendor/Employer Requesting Extra Duty Detail — Date

CITY OF PUNTA GORDA

POLICE DEPARTMENT
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-5533
CityofPuntaGordaFL.com

OFF DUTY VENDOR CONTRACT – POLICE DEPARTMENT

PERMITTEE							
Event Name	NYE Celebration/Fireworks display			Organization	Fishermen's Village		
Name of Permittee/Vendor	Kathy Burnam			Title	Special Events & Community Relations		
Address	1200 W. Retta Esplanade	City	Punta Gorda	State	FL	Zip	33950
Phone #'s	[redacted]			Email address	[redacted]		

DATE(S) SERVICE IS NEEDED					
Hours	From: 12/31/25 9 pm-1 am ☐ AM ☐ PM			TO: 12/31/25 10 pm-1 am ☐ AM ☐ PM	
Number of officers requested		Per hour for Officer (two hour minimum)		Total Charge	
two officers	X		=	$	

PAYMENTS WILL BE MADE WITHIN TEN (10) DAYS OF THE EVENT UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE. IF THE PERMITTEE/VENDOR CANCELS THE DETAIL ON THE DAY OF THE EVENT, A TWO (2) HOUR MINIMUM PER OFFICER WILL BE CHARGED.

Description of service to be provided	One officer for traffic control 10 pm-1 am and one officer for foot patrol 9 pm-1 am
Report to	Becca Heiland Village Security Manager, 941 456-3883

I, Kathy Burnam as authorized representative of Fishermen's Village (hereafter "Permittee") hereby acknowledge that I have read and understand the attached "Conditions of Permit" and that Permittee will abide by and be subject to these condition in all respects if a permit is issued at a result of this application. In addition, that Punta Gorda Police Department and its member will not be held liable for damages or injuries by Permittee that may be caused be a third party in connection with services provided under this permit.

Kathy Burnam
Signature Authorized Representative of Vendor

9/25/25
Date

The above application for permit is hereby granted, and above application together with the attached "Conditions of Permit are hereby adopted, by reference, and are made part of and constitute terms and conditions of this permit.

Expiration date of this permit

Signature City Representative | Date | Permit Number

ALL PERMITS MUST BE OBTAINED 10 DAYS PRIOR TO THE EVENT DATE

Punta Gorda

Off Duty Vendor Contract
CONDITIONS OF PERMIT
Extra-Duty Law Enforcement/Security Related Services

The following are general conditions that the person/business requesting Extra-Duty Law Enforcement/Security:

1. If you require assistance with a scheduled detail after normal administrative hours (M-F 8:00am-4:30pm), contact must be made with the Operations Captain on duty by calling 941-575-5533.
2. Extra-Duty employment shall be suspended any time a conflict is found to exist, the employment interested with the member's primary duties as a law enforcement officer, is in violation of State or Federal law or Office policy.
3. The rate charged an employer for extra-duty law enforcement security related services shall be standardized hourly rate established by the City of Punta Gorda Police Department which shall include compensation of personnel, any applicable employment taxes, and any administrative costs to administer the program.
4. Payment for any services directly to the member is strictly prohibited. The City of Punta Gorda Police Department will be responsible for collecting such payment and making disbursement to the member.
5. Extra Duty law enforcement services shall be performed within the boundaries and jurisdiction of Punta Gorda.
6. The person/business making the request for Extra-Duty law enforcement services, may request a particular member to work the detail, however the City of Punta Gorda Police Department has final selection of all members who work extra-duty law enforcement details.
7. If no particular member is requesting to work the Extra-Duty law enforcement detail, the City of Punta Gorda Police Department reserves the right to forward the contract to the Charlotte County Sheriff's Office and the person/business holding the event will be billed at the Charlotte County Sheriff's Office current billing rate.
8. The person/business requesting the extra-duty law enforcement service will make payment within ten (10) days of the service being performed. Payment will be made to the City of Punta Gorda Police Department and will accompany the application for request of services.
9. Cancellations of service by the Permittee (person/business requesting service) MUST be made at least 48 hours in advance. Failure to do so will result in the City of Punta Gorda Police Department billing permittee for two (2) hours minimum for administrative cost.
10. If the employment has been sanctioned and authorized as provided in this policy, liability and Worker's Compensation Insurance Coverage provided by the Police Department will be in effect if the off-duty officer sustains an injury while enforcing the criminal, traffic or penal law of the State or City ordinances while the member is performing extra-duty law enforcement/security related employment.
11. All permits must be obtained 10 days in advance. In emergency situations, exceptions may be made by the program administrator.

I have read, understand and agree to the above listed conditions.

Kathy Burnam _____ 8/25/25

Signature of Permitee/Vendor/Employer Requesting Extra Duty Detail — Date

CITY OF PUNTA GORDA

RIGHT-OF-WAY DIVISION
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-5010
CityofPuntaGordaFL.com

PUBLIC WORKS DEPARTMENT VENDOR CONTRACT

PERMITTEE							
Event Name	NYE Celebration/Fireworks Display			Organization	Fishermen's Village		
Name of Requestor/Applicant	Kathy Burnam			Title	Special Events & Community Relations		
Address	1200 W. Retta Esplanade	City	Punta Gorda	State	FL	Zip	33950
Phone #'s	[redacted]		[redacted]	Email address	[redacted]		
STREET/SIDEWALK CLOSURE Marion Avenue / Olympia/ Maud Street – as determined by public works personnel							
Event date	December 31, 2025 – January 1, 2026						
Event Hours	From: as determined by Public Works Dept. ☐ AM 6 ☐ PM			TO: 12:30 ☐ AM ☐ PM			

EVENT PERMITTEE MUST CONTACT PUBLIC WORKS PERSONNEL 5 DAYS PRIOR TO THE EVENT TO CONFIRM EVENT DETAILS FOR MAINTENANCE OF TRAFFIC (MOT). FAILURE TO DO SO MAY RESULT IN A MINIMUM OF A $250.00 EQUIPMENT RENTAL FEE.

I, Kathy Burnam _____ as authorized representative

Of Fishermen's Village _____ (hereafter "Permittee") hereby acknowledge that I have read and understand the attached "Conditions of Permit" and that Permittee will abide by and be subject to these conditions in all respects if a permit is issued at a result of this application. In addition, that Punta Gorda Facilities Maintenance Division and its employees will not be held liable for damages or injuries by Permittee that may be caused be a third party in connection with services provided under this permit.

_____ 8/25/25

Signature Authorized Representative Date

Punta Gorda

Off Duty Vendor Contract
CONDITIONS OF PERMIT
PUBLIC WORKS DEPARTMENT
Right-of-Way Division Personnel

The following are general conditions regarding Right-of-Way Division related services:

1. Applicant must complete and submit the Street Closure application with the event permit application a minimum of 60 days prior to the event date.
2. It is the applicant's responsibility to contact the Right-of-Way Division a minimum of 60 days prior to the event to discuss Maintenance of Traffic needs.
3. FDOT permit may be required.
4. The City of Punta Gorda Right-of-Way Division has final selection of all employees who work extra-duty details.
5. If a Maintenance of Traffic plan is provided by the City of Punta Gorda Right-of-Way Division, additional charges ***may*** apply.
6. Contractual services for Public Works personnel for MOT does NOT include any required Police or Fire personnel. Those services will include a separate contract for each department.
7. Payment is due within ten (10) days after the event date. Failure to submit payment within the ten (10) days, future event requests may be denied and could result in a legal collections process.
8. Cancelation of services by the Permittee (person/event requesting service) MUST be made at least five (5) days in advance. Failure to do so will result in the City of Punta Gorda Public Works Department billing permittee a $250.00 equipment rental fee.

I have read, understand and agree to the above listed conditions.

Kathy Burnam _____ 8/25/25

Signature of Permitee/Vendor/Employer Requesting Extra Duty Detail — Date

CITY OF PUNTA GORDA

ZONING & CODE COMPLIANCE
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-3352
PGcode@CityofPuntaGordaFL.com

AMERICANS WITH DISABILITIES CHECKLIST

Attention Event Permit Applicants & Participants:

The following Americans with Disabilities Act (ADA) checklist requirements shall apply to all special events permitted by the City of Punta Gorda:

- ✓ All vendors have the name of the event's designated ADA Coordinator and procedures to handle requests for accommodations.
- ✓ An accessible route from site arrival points and an accessible entrance have been provided.
    - o As much as possible, the accessible route should be the same route used by other participants.
    - o Once a route has been mapped out, it must be identified with signs if it deviates from paths used by the general public. (Be at least 36 inches wide)
    - o All vendors have received the event layout outlining the accessible route and are aware that it MUST be maintained at all times.
- ✓ The layout of the event should allow people with disabilities to attain goods and services and participate in activities without assistant.
    - o Front-line staff at information and ticketing areas must have a thorough knowledge of accessible features and services offered by the event and a general sensitivity to disability issues.
- ✓ The entrance gate, main desk, or information booth must be accessible in the design and location of the space and in the information provided.
- ✓ Vendors MUST modify policies and procedures to ensure they do not discriminate against persons with disabilities. Vendors may:
    - o be required to leave their booths briefly to assist someone with limited hand dexterity in reaching their money, or need to take items from an inaccessible area to an interested individual in order to allow the individual to evaluate and select merchandise or to participate in an activity offered.
- ✓ If there is a "no pet" policy it MUST be modified to allow service animals to assist persons with disabilities in performing one or more tasks related.
- ✓ If portable toilets are provided for use by event participants, a minimum of five percent of all units, but never less than one unit, must be accessible.
- ✓ Signage is needed to direct the public to the location of accessible parking spaces, passenger drop-off points and transit stops and accessible entrances and gates. Signs should include the international symbol of accessibility, use easy-to-read typefaces, and be large enough to be readfrom a distance.
- ✓ Accessible parking spaces must be level and adjoin an accessible route to entrances. Accessible parking spaces should be placed as close as possible to the accessible entrance served by the parking area to minimize the need for a person with a disability to travel long distances to merely arrive at the entrance.

- If temporary parking lots, grass fields or dirt lots, etc. are going to be used as temporary parking areas, accessible spaces must be created and held in reserve for people withdisabilities.

✓ If shuttles or other modes of transportation are made available at the event, the mode of transportation MUST also be available to those with disabilities.

✓ If the event provides seating, viewing, or assembly areas a designated section should be made available for those with disabilities.

Event organizer & ADA Coordinator shall provide a signed copy of this document to the Urban Design Division in acknowledgement and full understanding of the above stated ADA requirements that all event organizers must abide by.

For more information on planning for making temporary events accessible to people with disabilities visit https://adata.org/publication/temporary-events-guide

Event Name	NYE Celebration/Fireworks Display	**Organization**	Fishermen's Village
Event Date(s)	12/31/25 – 1/1/26	**Event Time(s)**	6 pm until 12:30 a.m.

Name of Requestor/Applicant		**Designated ADA Coordinator**	
Name	Kathy Burnam	**Name**	Patti Allen
Title	Special Events & Community Relations	**Title**	General Manager
Phone #	[redacted]	**Phone #**	[redacted]
Email	[redacted]	**Email**	[redacted]
Address	Fishermen's Village 1200 W. Retta Esplanade Punta Gorda, FL 33950	**Address**	Fishermen's Village 1200 W. Retta Esplanade Punta Gorda, FL 33950

I, Kathy Burnam as authorized representative hereby acknowledge that I ~~have read and understand the attached "Conditions of Permit"~~ and that Permittee will abide by and be subject to these conditions in all respects if a permit is issued at a result of this application. In addition, ***by signing this form the event coordinator & ADA coordinator insures that all participants/vendors of the event have received a copy of ADA requirements and clearly understands each applicable requirement listed above.***

Kathy Burnam — Signature Authorized Representative

8/25/25 — Date

Street closures and detours for this event

Street closures are as follows, Olympia Ave between Henry St and Maud St, and Maud St between Olympia Ave and Henry St. Detours will be used where needed. Snow fence will be installed in the right of way where needed on Marion Ave, Olympia Ave and Maud St.

Please see map attached.



U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	**1-FL-061-23-5L-01157**
Chief, Federal Explosives Licensing Center (FELC)	Mamie Howard	Expiration Date	**November 1, 2025**

Name
ANGRY UNICORN IMPORTS

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
4260 AMELIA PLANTATION COURT
VERO BEACH, FL 32967-

Type of License or Permit
23-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement
The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

EJ Weppel — President/Owner
Licensee/Permittee/Responsible Person Signature — Position/Title

E.J Weppel IV — 11/1/2022
Printed Name — Date

Mailing Address (Changes? Notify the FELC of any changes.)
EXPLOSIVE TOUCH ENTERPRISES LLC
ANGRY UNICORN IMPORTS
4260 AMELIA PLANTATION COURT
VERO BEACH, FL 32967-

Previous Edition is Obsolete — EXPLOSIVE TOUCH ENTERPRISES LLC 4260 AMELIA PLANTATION COURT 32967 1-FL-061-23-5L-01157 November 1, 2025 23-IMPORTER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **EXPLOSIVE TOUCH ENTERPRISES LLC**

Business Name: **ANGRY UNICORN IMPORTS**

License/Permit Number: **1-FL-061-23-5L-01157**

License/Permit Type: **23-IMPORTER OF EXPLOSIVES**

Expiration: **November 1, 2025**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

EXPLOSIVE

TOUCH ENTERPRISES

Product List for Fisherman's Village NYE 2026 Fireworks Display:

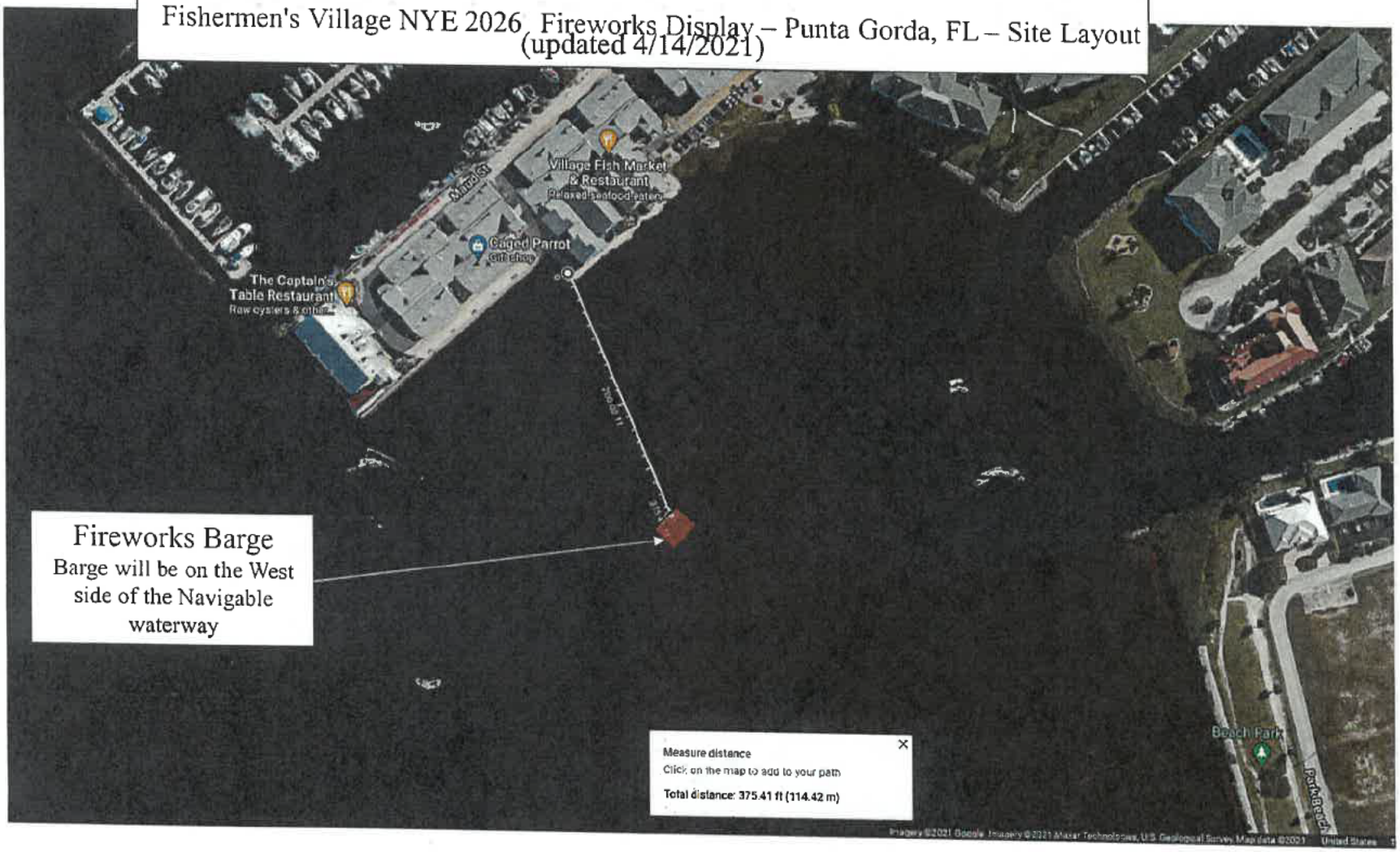
3,500- 1-2" Aerial Cake Shots

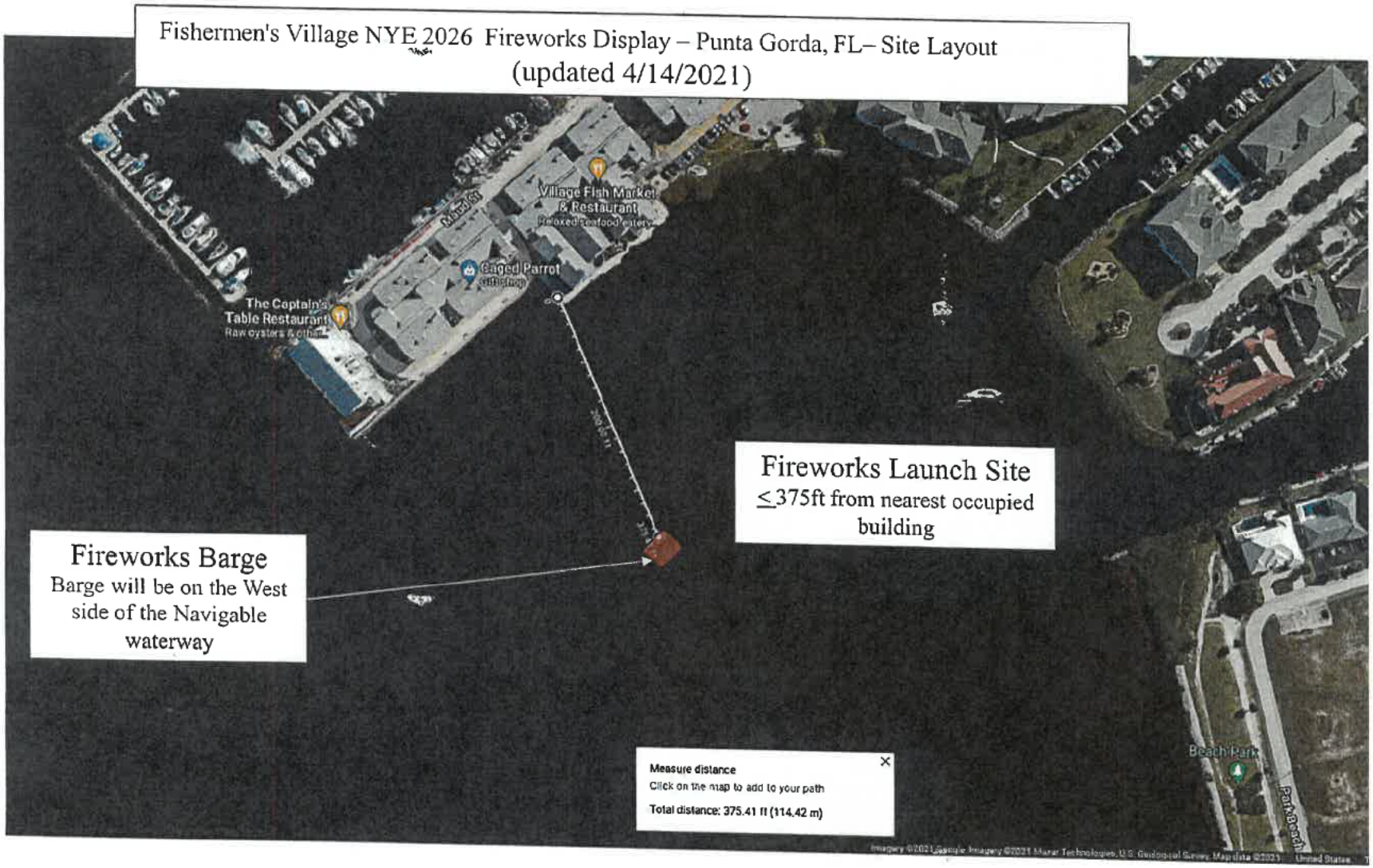
240- 2.5" Display Shells

600- 3" Display Shells

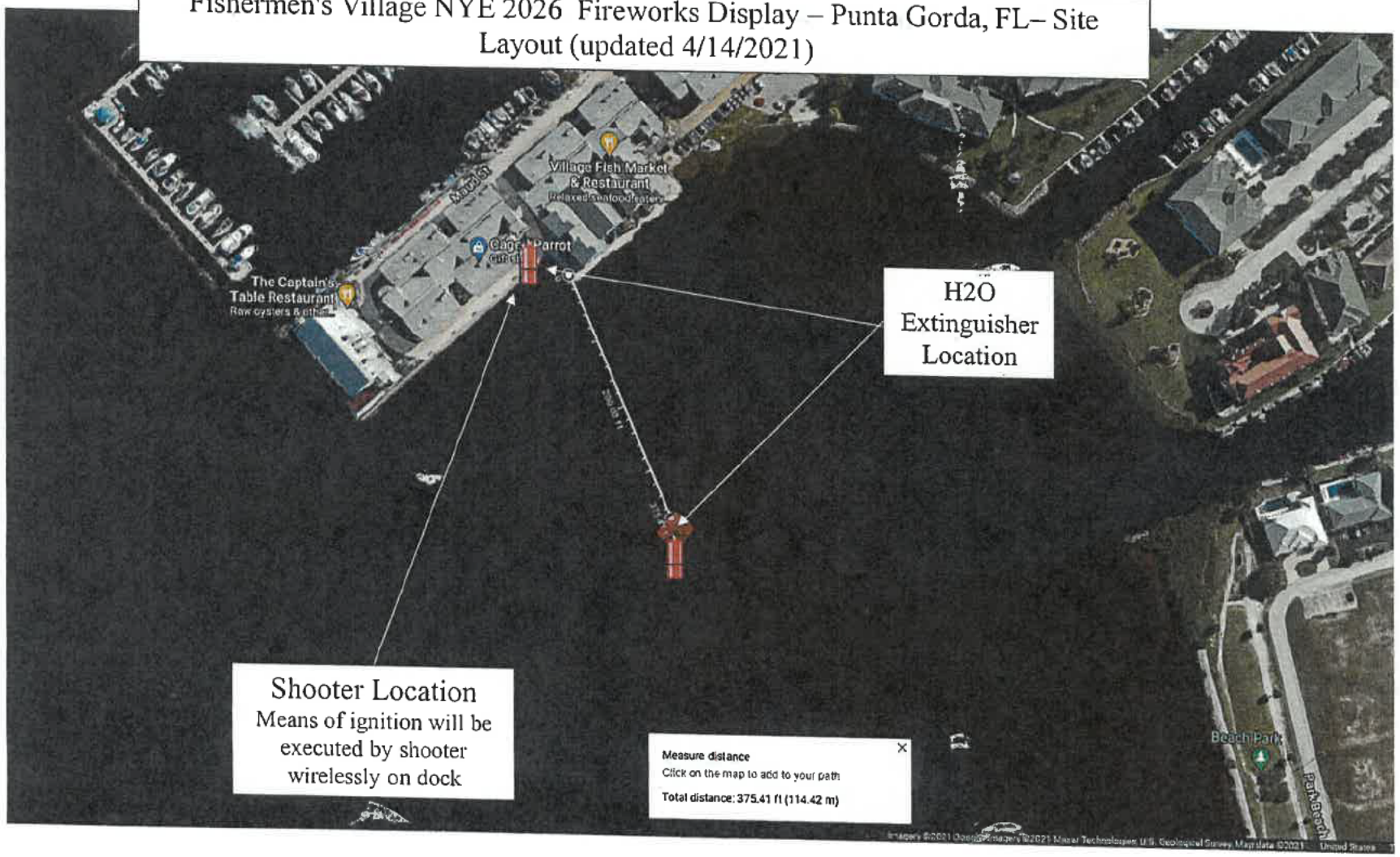
ALL DEVICES WILL BE LAUNCHED VIA ELECTRIC IGNITERS!

Fishermen's Village NYE 2026 Fireworks Display – Punta Gorda, FL – Site Layout (updated 4/14/2021)

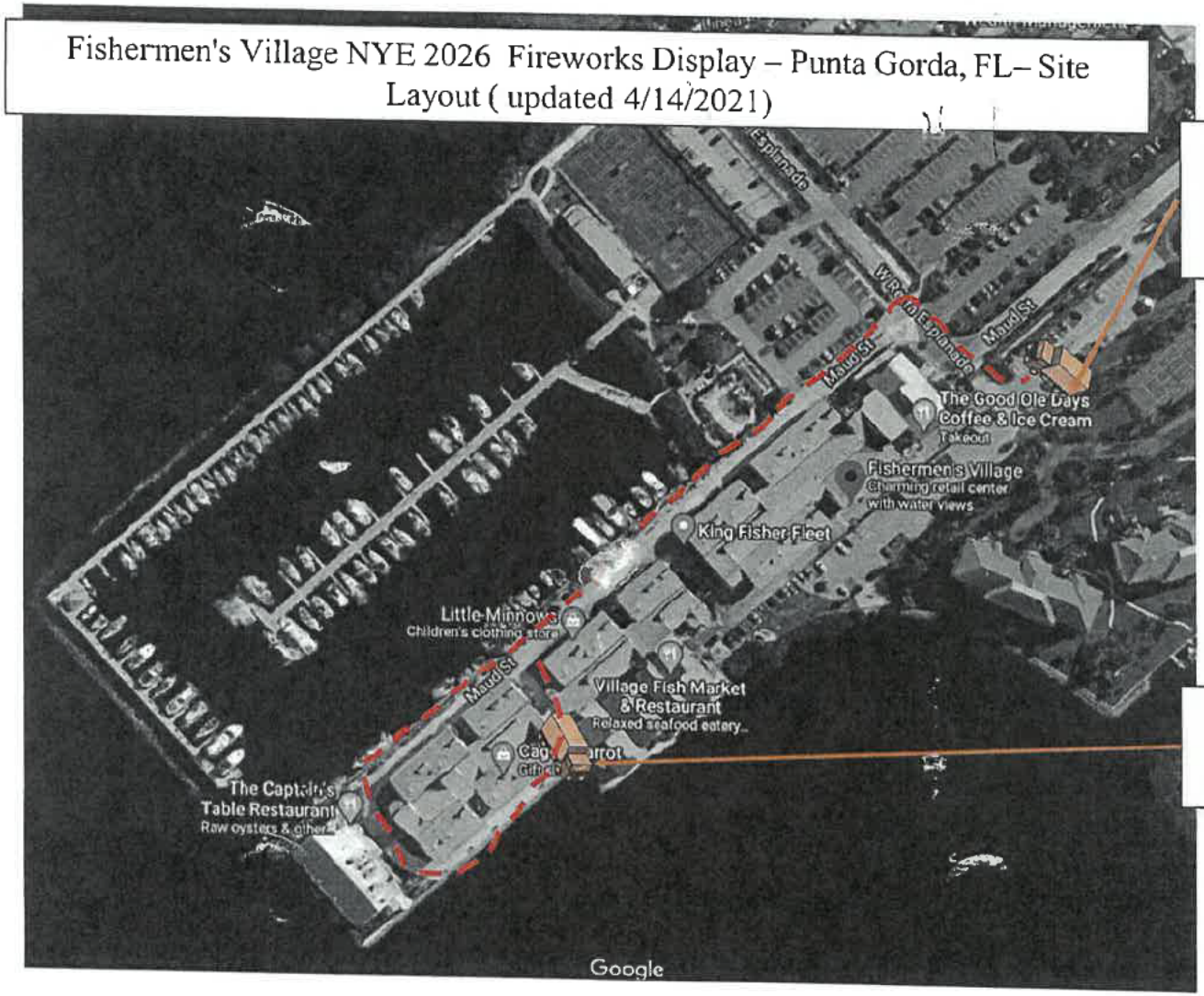



Fishermen's Village NYE 2026 Fireworks Display – Punta Gorda, FL– Site Layout
(updated 4/14/2021)
Village Fish Market & Restaurant
Caged Parrot
The Captain's Table Restaurant
Fireworks Launch Site
≤375ft from nearest occupied building
Fireworks Barge
Barge will be on the West side of the Navigable waterway
Measure distance
Click on the map to add to your path
Total distance: 375.41 ft (114.42 m)
Beach Park
Park Beach

Fishermen's Village NYE 2026 Fireworks Display – Punta Gorda, FL– Site Layout (updated 4/14/2021)



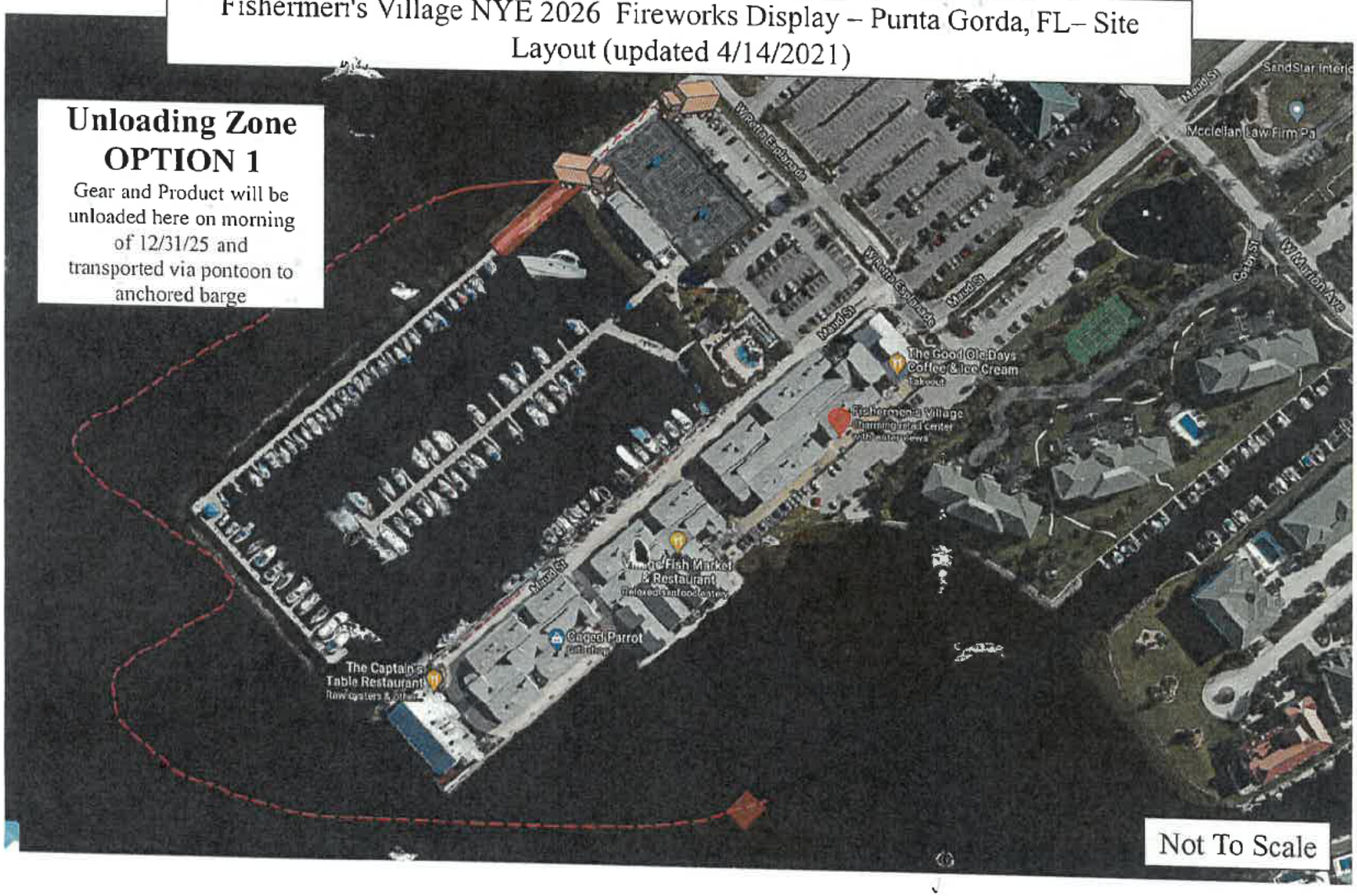
Fishermen's Village NYE 2026 Fireworks Display – Punta Gorda, FL– Site Layout (updated 4/14/2021)



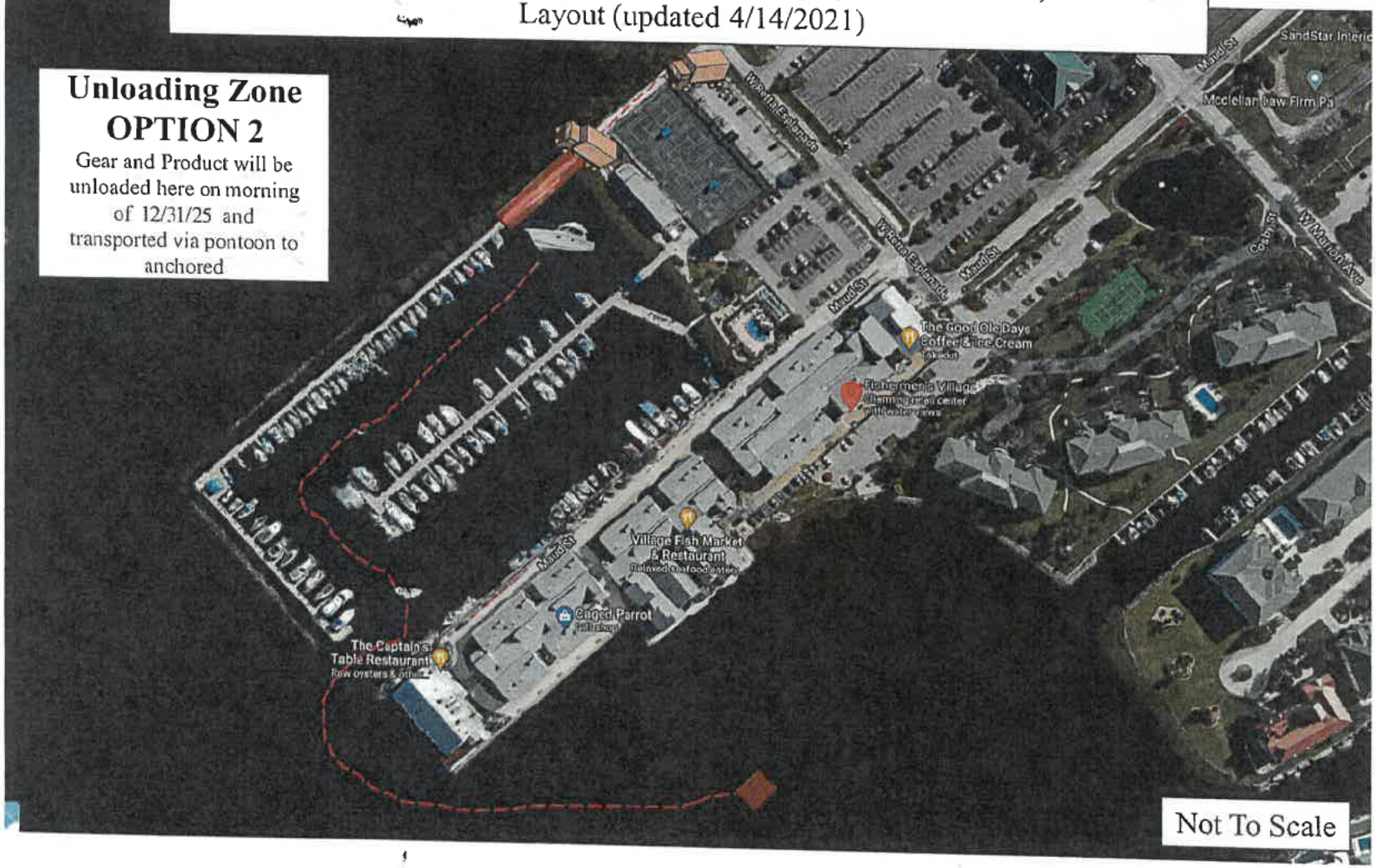
Empty Truck Location
Once unloaded truck will be parked in parking lot

Unloading Zone
Gear and Product will be unloaded at dock location

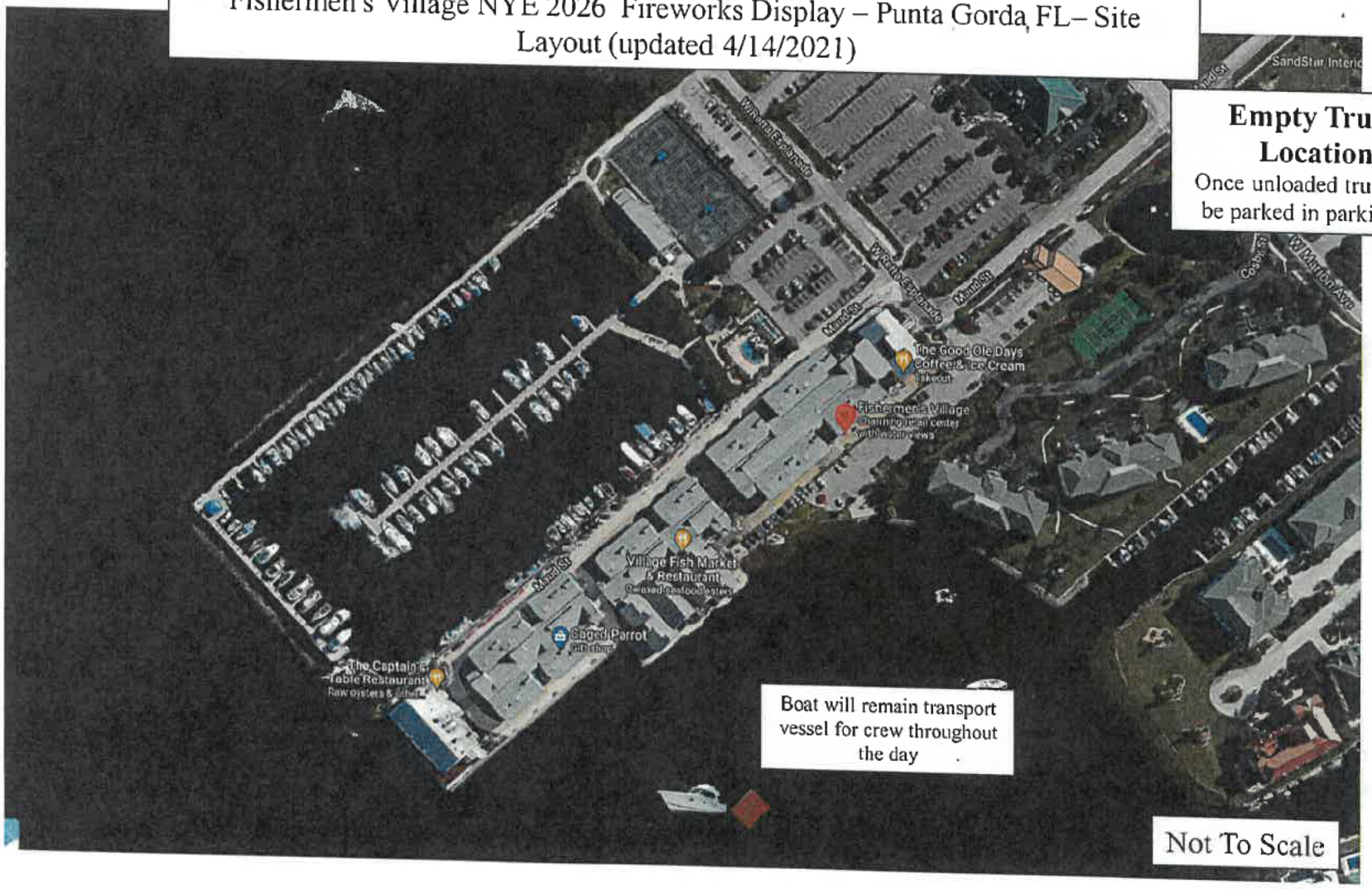
Fishermen's Village NYE 2026 Fireworks Display – Punta Gorda, FL– Site Layout (updated 4/14/2021)



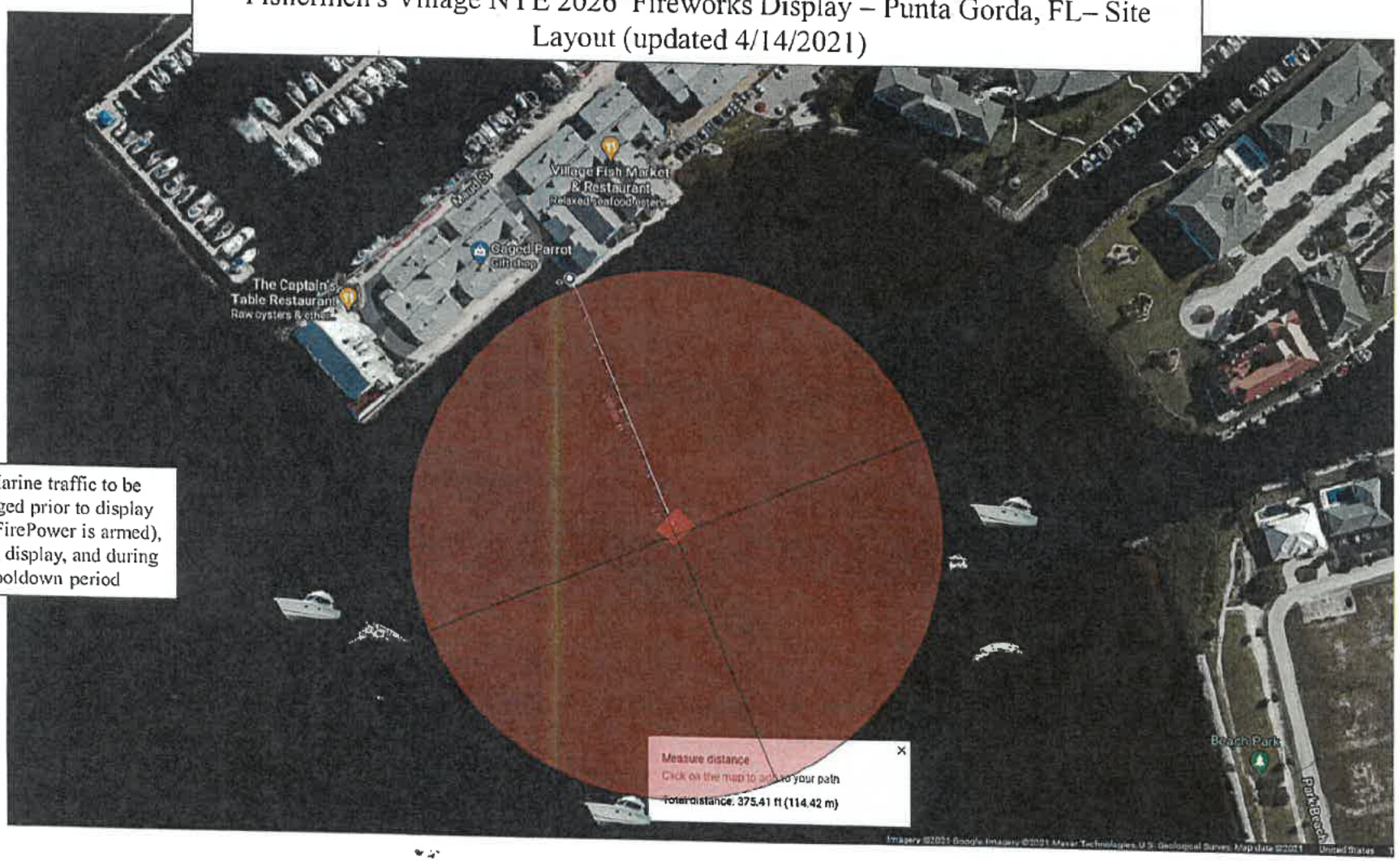
Fishermen's Village NYE 2026 Fireworks Display – Punta Gorda, FL– Site Layout (updated 4/14/2021)



Fishermen's Village NYE 2026 Fireworks Display – Punta Gorda, FL– Site Layout (updated 4/14/2021)



Fishermen's Village NYE 2026 Fireworks Display – Punta Gorda, FL– Site Layout (updated 4/14/2021)



**Marine traffic to be managed prior to display (once FirePower is armed), during display, and during cooldown period

EXPLOSIVE TOUCH ENTERPRISES

Material Safety Data Sheet

Date Prepared: **10/31/2018**
Prepared By: EJ Weppel

From: **Explosive Touch Enterprises, LLC.**
4260 Amelia Plantation Court
Vero Beach, FL 32967

Telephone: 772-924-0940
Emergencies: **Chem-Tel Inc.**
1-800-255-3924

Display Fireworks 1.3G UN0335

Section 1- Hazardous Ingredients/ Identity Information

Contains Pyrotechnic Compositions that are mixtures of solid oxidizers and fuels that are contained in paper and cardboard containers. No Hazard exists during normal handling and storage.
OSHA PEL- N/A
ACGIH TLV- N/A
OTHER LIMITS- N/A

Section 2- Physical/ Chemical Characteristics

Boiling Point: N/A

Specific Gravity: N/A

Vapor Pressure: N/A

Melting Point: N/A

Vapor Density: N/A

Evaporation Point: N/A

Solubility in Water: N/A

Appearance and Odor: Pyrotechnic Compositions are contained in paper or cardboard casings. These casings may be shaped as cylinders, balls or tubes. Odor is not apparent.

Section 3- Fire & Explosion Hazard Data

Flash Point: N/A **Flammable Limits: N/A**

LEL: N/A **UEL: N/A**

Extinguishing Methods: Deluge with large quantities of water ASAP. This should be performed with a FIRE HOSE from a PROTECTED location. Materials are self-oxidizing.

Special Fire Fighting Procedures: Do not attempt to fight a fire in the immediate area of 1.3G Fireworks. **Evacuate the area immediately.**

Unusual Fire & Explosion Hazards: Display Fireworks 1.3G may MASS EXPLODE in a fire. Do not allow fireworks to get wet as hazardous decomposition may result in a fire or explosion.

Section 4- Reactivity Data

Stability: Stable

Conditions to Avoid: Open Flames, Sparks, High Temperatures, Friction or Impact.

Incompatibility: Do not allow fireworks to get wet.

Hazardous Decomposition or Byproducts: Decomposition does not occur under normal circumstances. Smoke generated by fireworks may contain gasses that are irritating to the eyes or mucous membranes. Prolonged exposure and inhalation of smoke may cause shortness of breath or more serious problems when a chronic respiratory condition exists.

Hazardous Polymerization: Will not occur.

Conditions to Avoid: Storage in High Temperatures, moist & wet conditions. Keep away from open flame or sparks.

Section 5- Health Hazard Data

Route(s) of Entry: N/A **Inhalation: N/A** **Skin: N/A** **Ingestion: N/A**

Health Hazards (Acute & Chronic): N/A

Carcinogenicity: N/A **NTP: N/A** **IARC Monographs: N/A**

OSHA regulated: NO

Signs and Symptoms of Exposure: Prolonged exposure to smoke that is generated during normal use of fireworks may cause irritation to eyes and to mucous membranes.

Medical Conditions generally aggravated by exposure: Eye sensitivity, respiratory conditions.

Emergency and First Aid Procedure: Eyes should be flushed with water. Move to fresh air and avoid additional inhalation of smoke.

Section 6- Precautions for Safe Handling and Use

Steps to be taken in case material is released or spilled: If fireworks are spilled, carefully pick up the material and place in a cardboard carton. Keep OPEN FLAMES and sparks away in addition to No Smoking.

Waste Disposal Method: Fireworks that fail to go off should be soaked in a bucket of water and returned to the source where it was obtained. Dry components or powder should be carefully swept up and placed in cardboard container and then soaked in water. **Burning of fireworks waste must be performed in compliance with local and state laws.**

Precautions in Handling & Storing: Keep from OPEN FLAMES, NO SMOKING; AVOID IMPACT of MATERIALS AND CONTAINERS OF MATERIALS. STORE FIREWORKS IN A

COOL AND DRY ENVIRONMENT. DISPLAY FIREWORKS 1.3G MUST BE STORED AND TRANSPORTED IN COMPLIANCE WITH ALL FEDERAL, STATE & LOCAL LAWS.

Other Precautions: Display Fireworks 1.3G UN0335 can cause SERIOUS INJURY OR DEATH. They should only be handled by properly trained and qualified personnel. When shooting these fireworks, PERSONNEL SHOULD WEAR PROPER EYE PROTECTION, HEAD PROTECTION AND NON-SYNTHETIC CLOTHING.

Section 7- Control Measures

Respiratory Protection: N/A

Ventilation: N/A **Local Exhaust: N/A** **Special: N/A**

Mechanical: N/A **Other: N/A**

Protective Gloves: N/A **Eye Protection:** When shooting Display Fireworks 1.3G

Other Protective Clothing or Equipment: Protective Head Gear and Non-Synthetic clothing should be worn when shooting Display Fireworks 1.3G.

Work/ Hygienic Practices: Store Fireworks in a Cool, Dry & Well Ventilated Area. Protect against Physical damage and moisture. Fireworks should be isolated from all heat sources, sparks & open flames. No Smoking

Material Safety Data Sheet
May be used to comply with OSHA's Hazard Communication Standard, 29 CFR 1910 1200. Standard must be consulted for specific requirements.

U.S. Department of Labor
Occupational Safety and Health Administration
(Non-Mandatory Form)
Form Approved
OMB No. 1218-0072

IDENTITY
Consumer Fireworks 1.4G

Note: Blank spaces are not permitted. If any item is not applicable or no information is available, the space must be marked to indicate that.

Section I

Manufacturer's name	Emergency Telephone Number
Jiangxi Panda Fireworks Co., Ltd.	1-800-255-3924(CONTRACT NUMBER: MIS0005713)
Address *(Number, Street, City, State and ZIP Code)*	Telephone Number for Information
	86-731-8361-6669
No. 271 Liuyang Avenue, Liuyang	Date Prepared 03/12/2009
Hunan, 410300 China	Signature of Preparer *(optional)*

Section II—Hazardous Ingredients/Identity Information

Hazardous Components (Specific Chemical Identity, Common Name(s))	OSHA PEL	ACGIH TLV	Other Limits Recommended	% (optional)
1.4G UN0336 PG II				
Contains pyrotechnic composition- a solid mixture oxidizer and fuel that will burn if ignited. These items are classified as 1.4G explosive by DOT.				

Section III—Physical/Chemical Characteristics

Boiling Point	n/a	Specific Gravity (H_20 = 1)	n/a
Vapor Pressure (mm Hg)	n/a	Melting Point	n/a
Vapor Density (AIR = 1)	n/a	Evaporation Rate (Butyl Acetate = 1)	n/a

Solubility in Water

Appearance and Odor All pyrotechnic composition is contained in a cardboard casing.

Section IV—Fire and Explosion Hazard Data

Flash Point (Method Used) n/a	Flammable Limits n/a	LEL n/a	UEL n/a

Extinguishing Media Flood with water if a small amount of fireworks is involved.

Special Fire Fighting Procedures Do not sue suffocation methods- devices contain their own oxygen.

If a large amount of fireworks are involved, allow them to burn and prevent spread of fire.

Unusual Fire and Explosion Hazards Fireworks will burn rapidly in the event of fire.

(Reproduce locally) OSHA 174 Sept. 1985

Section V—Reactivity Data

Stability	Unstable	☐	Conditions to Avoid
	Stable	☒	

Incompatibility *(Materials to Avoid)* Exposure to water may cause items to deteriorate

Hazardous Decomposition or Byproducts Smoke, nitrogen oxides and sulfur oxides may be produced in a fire.

Hazardous Polymerization	May Occur	☐	Conditions to Avoid
	Will Not Occur	☒	

Section VI—Health Hazard Data

Route(s) of Entry Inhalation? ☐ Skin? ☐ Ingestion? ☐

Health Hazards *(Acute and Chronic)* Exposure to finished items does not pose any health hazard.

Carcinogenicity No NTP? No IARC Monographs? No OSHA Regulated? No

Signs and Symptoms of Exposure n/a

Medical Conditions Generally Aggravated by Exposure n/a

Emergency and First Aid Procedures n/a

Section VII—Precautions for Safe Handling and Use

Steps to Be Taken in Case Material Is Released or Spilled

No smoking or open flames in vicinity of spilled material. Carefully pickup and place spilled items in cardboard cartons. Sweep up any exposed chemical composition with a natural fiber brush.

Waste Disposal Method

In accordance with local, state, and federal regulations.

Precautions to Be Taken in Handling and Storing

Avoid open flames, smoking, and high temperatures (above 120 F). Keep shipping cartons cool and dry.

Other Precautions

None.

Section VII—Control Measures

Respiratory Protection *(Specify Type)* None required when handling finished items.

Ventilation	Local Exhaust	n/a	Special	n/a
	Mechanical *(General)*	n/a	Other	n/a

Protective Gloves None required Eye Protection n/a

Other Protective Clothing or Equipment n/a

Work/Hygienic Practices No smoking in vicinity of fireworks.

U.S.G.P.O.: 1986-491-529/45775

Permit Application for the Use of Pyrotechnic Displays

30 Calendar Days Advance Notice Required

Please print to fill in all sections except those underlined as office use only.

Date of show starting: January 1st, 2026	Date of show ending: January 1st, 2026
Show Name: Fishermens Village NYE 2026 NYE 2024	
Show Address: 1200 W Retta Esplanade Pundta Gorda, FL 33950	
Name of Contact: Kathy Burnam	
Ceiling Height (ft): 300'	Minimum distances to audience provided (ft): 210'

Pyrotechnic Vendor (Applicant):

Business Name: Explosive Touch Enterprises, LLC.	
Business Address: 4260 Amelia Plantation Court Vero Beach, FL 32967	
Telephone #: 1-800-590-7929 or 407-234-0270	Fax #:
Email: info@explosivetouch.com	

Operator's Name: Ryan Richards	
Permanent Address: 12856 Strode Lane Windermere, FL 34786	
Telephone #: [redacted]	Drivers Lice[redacted]
Age: [redacted]	Date of Birth[redacted]
Federal License #: 1-FL-061-23-5L-01157	
Board Certificate Insurance in the amount of: $1,000,000.00	

All applicants may be subject to background checks at the discretion of the permitting authority.

☐ Check here if Additional Operators and Assistants will be present at the show and attach Form A with the required information. Proof of Identification will be required at the time of arrival and set-up for all Operators and Assistants. Only those pre-approved on the applications will be permitted on site.

Checklist of attachments to be provided with this request:

Fill in all sections except those underlined as Office use only.

Applicant to check each provided	Attachments	This colum for Office Use: Approved	Disapproved
☑	Copy of valid ATF and\or State Explosives License.	☐	☐
☑	Copy of Valid Drivers Licenses for all operators and assistants.	☐	☐
☑	Detailed overall site diagram with seating configuration and information outlined in the Guidelines. Include building features, exits, scale, requested staging areas etc.	☐	☐
☑	Stage Plot with device positioning and number, fall out zones, extinguisher locations, controls, etc. Detail minimum distances to performers and audience.	☐	☐

Applicant to check each provided	Attachments Continued	This colum for Office Use	
		Approved	Disapproved
☑	Proof of fne retardancy for all proposed stage scenery, backdrops, and clothing (to be obtain from sponsor to attach here)	☐	☐
☑	Timeline schedule and Que List for the day of event for delivery, set-up, discharge, and clean up.	☐	☐
☑	At least 2 letters of reference from recent events.	☐	☐
☑	MSDS's for all proposed effects.	☐	☐
☑	Details for means of ignition and location control points.	☐	☐
☑	Details for delivery, storage, security, and safety precautions.	☐	☐
☑	Details for site inspection after display and clean-up of debris or remaining material.	☐	☐
☑	Details on the number, type and location of fire extinguisher provided by the Applicant.	☐	☐
☑	Proof of General Liability Insurance for the pyrotechnics display in an amount not less than $1,000,000 per occurrence. The Board of Trustees, The Florida Division of State Fire Marshal Bureau of Fire Prevention, and the State of Florida shall be listed as additionally insured including other sponsors or entities such as and individual facility management companies as needed.	☐	☐
☐	Other:	☐	☐
☐	Other:	☐	☐

Additional Operators and Assistants:

Operator's \ Assistant's Name: Molly Watson	
Permanent Address: [redacted]	[redacted]
Telephone #: [redacted]	Drivers License #: [redacted]
Age: 32	Date of Birth: [redacted]
Federal License #:	

Operator's \ Assistant's Name: PJ Rossi	
Permanent Address: [redacted]	
Telephone #: [redacted]	Drivers License #: [redacted]
Age: 44	Date of Birth: [redacted]
Federal License #:	

Operator's \ Assistant's Name:	
Permanent Address:	
Telephone #:	Drivers License #:
Age:	Date of Birth:
Federal License #:	

Operator's \ Assistant's Name:	
Permanent Address:	
Telephone #:	Drivers License #:
Age:	Date of Birth:
Federal License #:	

Operator's \ Assistant's Name:	
Permanent Address:	
Telephone #:	Drivers License #:
Age:	Date of Birth:
Federal License #:	

Operator's \ Assistant's Name:	
Permanent Address:	
Telephone #:	Drivers License #:
Age:	Date of Birth:
Federal License #:	

Operator's \ Assistant's Name:	
Permanent Address:	
Telephone #:	Drivers License #:
Age:	Date of Birth:
Federal License #:	

Proof of Identification will be required at the time of arrival and set-up for all Operators and Assistants. Make additional copies of this page as needed.



CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

REGULAR AGENDA

Title:	Event Permit 25-196152 - Light Up The Night 2025 Tree Lighting - December 5, 2025
Funds:	
Recommended Action:	Applicant is requesting City Council approval of street closures for event.
Summary:	PG Light Up The Tree Inc. is hosting the annual tree lighting celebration in Downtown Punta Gorda on December 5, 2025. This event includes stage entertainment, vendors, bounce houses, snow machines and a Santa tent. The event will be held on the public roadways of West Marion Avenue, Taylor Street, and Sullivan Street. FDOT permit will also be required.
Department/Division:	Urban Design

EXHIBITS:

1. Application

CITY OF PUNTA GORDA
~~PARK RENTAL & EVENTS~~
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
ParkRental@CityofPuntaGordaFL.com
(941) 575-3367

EVENT PERMIT APPLICATION

IMPORTANT: Applications for event permits must be submitted for processing at **least sixty (60) days prior** to the event. The following information is required for all event permits issued by the City of Punta Gorda. Please be aware that approval does not exempt the applicant from any County, State or Federal criteria which may apply to such event or activity. Non-refundable application fee shall be paid at time of application or the application will be returned. Rental fees will be paid at approval of the event request. All questions must be answered, incomplete applications will be rejected. Signature must be notarized or application will be rejected. For further information, contact the Urban Design Division.

EVENTS REQUESTING TO CLOSE THE HARBORWALK FOR AN EVENT, REQUIRE SPECIAL COUNCIL APPROVAL UNLESS OTHERWISE AUTHORIZED AND LISTED IN THE EVENT APPLICATION PACKAGE. IF THE EVENT IS APPROVED TO CLOSE THE HARBORWALK, THE EVENT ORGANIZER MUST PLACE DETOUR SIGNS A MINIMUM OF 24 HOURS PRIOR TO CLOSURE INFORMING THE PUBLIC OF THE CLOSURE OF HARBORWALK AND OFFERING A DETOUR TO THE ROUTE. EVENT ORGANIZER *MUST* SUPPLY THEIR OWN DETOUR SIGNS, AFTER SUBMITTING A DIGITAL COPY OF THE SIGN, AND SIGN LOCATION PLACEMENT FOR APPROVAL.

DATE RECEIVED: 11/5/2025	**PERMIT NO:** 25-00196152
Application Fee: $50.00 (DUE AT TIME OF APPLICATION)	**DRC DATE:** NOV. 21ST 2025

Name of Event	Light Up The Night 2025
Applicant or Organization	PG Light Up The Tree Inc.
Event Date(s)	12/5/2025

Type: If event is a joint venture between a not-for-profit organization and a for-profit company, the rental rates will be charged the for-profit rate. Attach copy of non-profit status with IRS certification or copy of the State of Florida tax exemption certificate.

☐ For profit ☑ Not-for-profit (type 501C3, provide IRS certification) ☐ Joint Event

Name of Responsible Party	Garrett Kizer	Title	President
Address	[redacted]		
Phone #'s			
Description of Event	Annual tree lighting clecbration in downtown Punta Gorda. Includes stage entertainment, vendors, bounce houses, snow machines and Santa tent . Event will be held on the public roadways of W. Marion Ave., Taylor Ave. and Sullivan St. FDOT PERMIT REQUIRED		

Event Location:
Indicate all areas intending to be used. Site plan is required at the time of application submittal, including location(s) of any signage, and/or a parade/race route, as applicable. Site plan shall indicate the areas to be used for parking, location of portable toilets and trash containers/ dumpsters as well as layout of event. In addition, an accessible route site plan is required and must include all elements outlined on the ADA Checklist provided in the event manual.

Gilchrist Park	Laishley Park	Ponce de Leon Park
☐ Open Space/Event Lawn ☐ Gazebo ☐ Large Shelter ☐ Small Shelter ☐ Exclusive Use (Specify) _____ ☐ Other (Specify)_____	☐ Open Space ☐ Open Air Pavilion ☐ Gazebo ☐ Exclusive Use (Specify) _____ ☐ Other (Specify)_____	☐ Open Space ☐ Large Shelter ☐ Open Air Chapel ☐ Exclusive Use (Specify) _____ ☐ Other (Specify)_____

Set up Time			Event Time			Clean Up Time		
Date	From	To	Date	From	To	Date	From	To
12/5/25	8:00am	5:00pm	12/5/25	5:00pm	11:59pm	12/5/25	11:00pm	11:59pm

Has this event been held in the Past?	☐ No ☑ Yes – When 12/6/24 In attendance 6000+		
Anticipated Crowd Size for this event	6000+	Peak Hours 6pm-10pm	
Will there be a charge for Parking	☑ No ☐ Yes	Will off-site parking be provided	☐ No ☑ Yes
Will any type of "shuttle" service from parking to entrance be provided?	☑ No ☐ Yes –By whom _____ If yes, will the shuttle equipped for those with disabilities? ☐ No ☐ Yes		
Will there be amplified music or entertainment?	☐ No ☑ Yes	Will any street(s) or sidewalk(s) be closed?	☐ No ☑ Yes
Are off-premise directional signs or other types of advertising devices being requested?			☑ No ☒ Yes
Will tents or canopies be used?	☐ No ☑ Yes – How Many? 2 What Size? 20x30 + 20x60		
Will alcoholic beverages be sold or consumed on the premises?	☐ No ☑ Yes – Alcoholic Beverage Permit Holder (JERRY CLESH) FLORIDA OUTDOOR ED. ASSOC.		
Are Fireworks planned?	☑ No ☐ Yes	Does the applicant own the property where the event is to be held?	☑ No ☐ Yes
Will private security be provided to protect exhibits, equipment or facilities brought on-site for this event	☑ No ☐ Yes – Name of Security Company _____		
Will food be cooked and/or catered on-site during this event?	☐ No ☑ Yes – has the Health Department been contacted ☐ No ☐ Yes		
Will temporary sanitary facilities be provided?	☐ No ☑ Yes	*Portable toilets and portable hand washing facilities are REQUIRED for ANY event serving/selling food and/or beverages. (Only exception is in Laishley Park)	

*If portable toilets are provided for use by event participants, a minimum of five percent of all units, but never less than one unit, must be accessible. Where clusters of portable units are provided at various locations around the event site, five percent of the units in each cluster should be accessible. They should be equipped with all the accessible elements required by the Standards such as maneuvering space, grab bars, toilet paper dispensers within reach, etc. In addition, when all units are not accessible, the International Symbol of Accessibility must be posted on the units that are.

Will disposable cardboard trash receptacles be provided?	☐ No ☑ Yes WM/City of Punta Gorda
Will additional refuse containers/dumpsters be provided? (If serving food a dumpster is required)	☐ No ☑ Yes – By whom? City of PG
Are live animals going to be part of this event?	☑ No ☐ Yes – Type? _____ How Many? _____

Who is the event's designated ADA Coordinator responsible for ensuring event is accessible to those with disabilities?	Name	GARRETT KIZER
	Phone	[redacted]
	Email Address	

Will Punta Gorda Personnel be Requested?	Police ☐ No ☑ Yes	Fire ☐ No ☑ Yes	Public Works ☐ No ☑ Yes

Events on City Property. Please provide the City of Punta Gorda with a Certificate of Insurance for property and Liability coverage of the event, naming the City as additional insured. Combined Single Limit for Bodily Injury liability having minimum limits of $1,000,000 per occurrence and Property Damage liability as follows: ***$100,000 for Ponce de Leon; $500,000 for Gilchrist & Laishley Park****, must be provided prior to permit approval*

Do you have the appropriate insurance?	☐ No ☐ N/A ☑ Yes	Is the City named as an additional insured?	☐ No ☐ N/A ☑ Yes
Does this event require the use of Water?	☑ No ☐ Yes	Does this event require the use of Electric?	☐ No ☑ Yes

Telephone service shall be available on site of event for emergency purposes. Indicate the arrangements you have made for communications on-site during event. List the name of contact person responsible the day(s) of event

Name	Garrett Kizer	Title	President
Address	[redacted]		
Phone #'s			

During review by various City Departments, additional conditions may be imposed. The permit is valid only for the time indicated on the ISSUED permit. In the event that the applicant fails to fulfill the requirement(s) (as set forth in the permit) or fails to obtain proper authorization to proceed, if conditions have changed, including but not limited to acts of God, pandemics, natural disasters, etc., or the expected outcomes, impacts, or conditions are substantially altered, then the permit will be voided immediately by authorized City Personnel.

I, the undersigned, will indemnify, defend and hold harmless the City of Punta Gorda, its agents, employees, officers and any and all other associates, from and against any and all actions, in law or in equity, from liability or claims for damages, demands or judgments to any person or property which may result now or in the future from the conduct of this event.

The undersigned has read and voluntarily signed the release and waiver of liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

NOTARIAL CERTIFICATE - ACKNOWLEDGEMENT

Signature

PG Light Up The Tree Inc.
Organization

Garrett Kizer
Type or Printed Name & Title

10/29/25
Date

State of Florida
County of Charlotte

The foregoing instrument was acknowledged before me by means of [X] ~~physical presence or [ ] online notarization~~ this day of 29 October, 20 25, by Garrett Kizer who is personally known to me or who has produced _____ as identification.

Notary Public State of Florida
Dawn Scarberry
My Commission HH 630763
Expires 2/15/2026

Dawn Scarberry
(Signature of Notary)

(Seal)

CITY OF PUNTA GORDA

RIGHT-OF-WAY DIVISION
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-5010
CityofPuntaGordaFL.com

PUBLIC WORKS DEPARTMENT VENDOR CONTRACT

PERMITTEE			
Event Name	"Light Up The Night 2025	Organization	PG Light Up The Tree Inc.
Name of Requestor/Applicant	Garrett Kizer	Title	President
Address	[redacted]		
Phone #'s			

STREET/SIDEWALK CLOSURE					
Event date	December 5th, 2025				
Event Hours	From: 8:00	☒ AM	☐ PM	TO: 11:59	☐ AM ☒ PM

EVENT PERMITTEE MUST CONTACT PUBLIC WORKS PERSONNEL 5 DAYS PRIOR TO THE EVENT TO CONFIRM EVENT DETAILS FOR MAINTENANCE OF TRAFFIC (MOT). FAILURE TO DO SO MAY RESULT IN A MINIMUM OF A $250.00 EQUIPMENT RENTAL FEE.

I, Garrett Kizer as authorized representative

Of PG Light Up The Tree Inc. (hereafter "Permittee") hereby acknowledge that I have read and understand the attached "Conditions of Permit" and that Permittee will abide by and be subject to these conditions in all respects if a permit is issued at a result of this application. In addition, that Punta Gorda Facilities Maintenance Division and its employees will not be held liable for damages or injuries by Permittee that may be caused be a third party in connection with services provided under this permit.

Signature Authorized Representative

10-29-2025
Date

Punta Gorda

Off Duty Vendor Contract
CONDITIONS OF PERMIT
PUBLIC WORKS DEPARTMENT
Right-of-Way Division Personnel

The following are general conditions regarding Right-of-Way Division related services:

1. Applicant must complete and submit the Street Closure application with the event permit application a minimum of 60 days prior to the event date.
2. It is the applicant's responsibility to contact the Right-of-Way Division a minimum of 60 days prior to the event to discuss Maintenance of Traffic needs.
3. FDOT permit may be required.
4. The City of Punta Gorda Right-of-Way Division has final selection of all employees who work extra-duty details.
5. If a Maintenance of Traffic plan is provided by the City of Punta Gorda Right-of-Way Division, additional charges ***may*** apply.
6. Contractual services for Public Works personnel for MOT does NOT include any required Police or Fire personnel. Those services will include a separate contract for each department.
7. Payment is due within ten (10) days after the event date. Failure to submit payment within the ten (10) days, future event requests may be denied and could result in a legal collections process.
8. Cancelation of services by the Permittee (person/event requesting service) MUST be made at least five (5) days in advance. Failure to do so will result in the City of Punta Gorda Public Works Department billing permittee a $250.00 equipment rental fee.

I have read, understand and agree to the above listed conditions.

Signature of Permittee/Vendor/Employer Requesting Extra Duty Detail — Date: 10/29/2025

CITY OF PUNTA GORDA

FACILITIES MAINTENANCE
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
Facilities Supervisor(941) 575-5041
CityofPuntaGordaFL.com

FACILITIES MAINTENANCE DIVISION VENDOR CONTRACT

PERMITTEE			
Event Name	Light Up The Night 2025	Organization	PG Light Up The Tree Inc.
Name of Requestor/Applicant	Garrett Kizer	Title	President
Address	[redacted]		
Phone #'s			

DATE(S) SERVICE IS NEEDED					
Hours	From: 5:00	☐ AM	☒ PM	TO: 11:59	☐ AM ☒ PM

PERMITTEE REQUIRED TO CONTACT FACILITIES A ***MINIMUM*** OF 2 WEEKS PRIOR TO DISCUSS SERVICES NEEDED FOR WATER & ELECTRICITY AND IN WHAT AREAS/LOCATION.

Water	Describe Need	
	Area/Location	
Electricity	Describe Need	Connect stage, tree and other items to power supply box
	Area/Location	Marion Ave.

FACILITIES MAINTENANCE DIVISION WILL MEET WITH EVENT PERMITTEE 24-48 HOURS PRIOR TO THE EVENT TO TRANSFER KEYS, CODES AND COMBINATIONS FOR UTILITES ACCESS. FAILURE TO DO SO MAY RESULT IN A MINIMUM OF TWO (2) HOURS OVERTIME CHARGE OF $50.00 PER HOUR

I, Garrett Kizer as authorized representative

Of PG Light Up The Tree Inc. (hereafter "Permittee") hereby acknowledge that I have read and understand the attached "Conditions of Permit" and that Permittee will abide by and be subject to these conditions in all respects if a permit is issued at a result of this application. In addition, that Punta Gorda Facilities Maintenance Division and its employees will not be held liable for damages or injuries by Permittee that may be caused be a third party in connection with services provided under this permit.

Signature Authorized Representative

10/29/25
Date

Punta Gorda

Off Duty Vendor Contract

CONDITIONS OF PERMIT Facilities Division Related Services

The following are general conditions regarding Facilities Division related services:

1. It is the applicant's responsibility to contact the Facilities Maintenance Division a ***minimum*** of 2 weeks (10 business days) prior to the event to discuss water & electric needs and service availability.
2. Facilities Maintenance Division will meet with the applicant 24-48 hours prior to the event, during normal business hours (M-F 7:00am-3:30pm), to transfer keys, codes, and utility access to the applicant.
3. If City restroom facilities are being used, it is the responsibility of the applicant clean and restock all paper products – Facilities Maintenance will provide the necessary supplies.
4. It is the applicant's responsibility to remove all trash related to the event.
5. It is the applicant's responsibility to return any keys to Facilities Maintenance Division within 24 hours after the event.
    a. Failure to return key(s) within 24 hours may result in a forfeiture of a portion of the damage deposit
    b. If key(s) are lost or damaged the applicant will be required to pay a replacement fee of $50.00
6. If you require assistance from a Facilities Employee after normal business hours (M-F 7:00am-3:30pm), contact must be made with the after-hours employee by calling 941-637-3299.
7. Facilities Employee(s) will, with-in reason, after being contacted, be onsite to restore/repair utilities/services.
8. Any employee called out to restore/repair utilities/services due to damage (not normal wear and tear) shall charge the rental/event permittee for time dispatched until the employees' returns.
9. The City of Punta Gorda Facilities Division has final selection of all employees who work extra-duty details.
10. Cancellation of services by the Permittee (person/event requesting service) MUST be made at least 48 hours in advance. Failure to do so will result in the City of Punta Gorda Facilities Department billing permittee for two (2) hours minimum for administrative cost.

I have read, understand and agree to the above listed conditions.

Signature of Public or Private Permittee

10/29/25

Date

CITY OF PUNTA GORDA

PUNTA GORDA FIRE DEPARTMENT
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-5549
CityofPuntaGordaFL.com

OFF DUTY VENDOR CONTRACT – FIRE DEPARTMENT

PERMITTEE			
Event Name	Light Up The Night 2025	Organization	PG Light Up The Tree Inc.
Name of Permittee/Vendor	Garrett Kizer	Title	President
Address	[redacted]		
Phone #'s			

DATE(S) SERVICE IS NEEDED			
Hours	From: 5:00 ☐ AM ☒ PM	TO: 11:59 ☐ AM ☒ PM	
Number of Fire Department personnel being requested			

ALL FEES WILL BE PAID PER THE CURRENT CITY'S CALCULATED RATE FOR THE CITY EMPLOYEE AT THE TIME OF THE EVENT. PLEASE CONTACT EACH DEPARTMENT FOR THE CURRENT CITY'S CALCULATED RATE.
PAYMENTS WILL BE MADE IN ADVANCE UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE. IF OTHER ARRANGEMENTS HAVE NOT BEEN MADE, PAYMENT MUST BE RECEIVED 10 DAYS PRIOR TO THE EVENT DATE. FAILURE TO DO SO WILL RESULT IN PERMIT/DETAIL BEING CANCELLED. TWO (2) HOUR MINIMUM.

Description of service to be provided	
Report to	

I, Garrett Kizer as authorized representative of PG Light Up The Tree Inc. (hereafter "Permittee") hereby acknowledge that I have read and understand the attached "Conditions of Permit" and that Permittee will abide by and be subject to these condition in all respects if a permit is issued at a result of this application. In addition, that Punta Gorda Fire Department and its member will not be held liable for damages or injuries by Permittee that may be caused be a third party in connection with services provided under this permit.

Signature Authorized Representative of Vendor _____ Date 10/29/25

The above application for permit is hereby granted, and above application together with the attached "Conditions of Permit are hereby adopted, by reference, and are made part of and constitute terms and conditions of this permit.

Expiration date of this permit Pre-Payment Waive Yes No

Signature City Representative Date Permit Number

ALL PERMITS MUST BE OBTAINED 10 DAYS PRIOR TO THE EVENT DATE

Punta Gorda

Off Duty Vendor Contract

CONDITIONS OF PERMIT

Extra-Duty Special Detail Standby Fire Department Related Services

The following are general conditions regarding standby Fire Department related services:

1. If you require assistance with a scheduled detail after normal administrative hours (M-F 7:30am-4:30pm), contact must be made with the Fire Marshal or Fire Chief by calling 941-575-5529.
2. Any Member who is engaged in any extra-duty employment is subject to On-Duty status (call-out) at any time.
3. Extra-Duty employment shall be suspended any time a conflict is found to exist, the employment interested with the member's primary duties as a firefighter/EMT/Paramedic, is in violation of State or Federal law or Office policy.
4. The rate charged an employer/vendor for extra-duty Fire and EMS related services shall be standardized hourly rate established by the City of Punta Gorda which shall include compensation of personnel, any applicable employment taxes, and any administrative costs to administer the special detail.
5. Payment for any services directly to the member is strictly prohibited. The City of Punta Gorda will be responsible for collecting such payment and making disbursement to the member.
6. Extra Duty/special detail services shall be performed within the boundaries and jurisdiction of City of Punta Gorda public safety services.
7. The person/vendor requesting the extra-duty Fire/EMS service will make payment in ADVANCE of the service being performed. Payment will be made to the City of Punta Gorda Fire Department and will accompany the application/contract for request of services.
8. Cancellations of services by the Permittee (person/vendor requesting service) MUST be made at least 48 hours in advance. Failure to do so will result in the City of Punta Gorda Fire Department billing permittee/vendor for two (2) hours minimum for administrative cost.
9. If the employment has been authorized as provided in this policy, liability and Worker's Compensation Insurance Coverage provided by the Fire Department will be in effect if the off-duty firefighter sustains an injury while the member is performing extra-duty fire/ems related employment. Any injuries sustained which are NOT incurred as a result of a fire/ems action, will be the responsibility of the employer/vendor requesting extra-duty fire/ems related employment to includeworkerscompensation.
10. All permits must be obtained 10 days in advance. In emergent situations exceptions may be made by the program administrator/Fire Chief.

I have read, understand and agree to the above listed conditions.

Signature of Permittee/Vendor/Employer Requesting Extra Duty Detail

10/29/25

Date

CITY OF PUNTA GORDA

FIRE DEPARTMENT
1410 TAMIAMI TRAIL
PUNTA GORDA, FL 33950
(941) 575-5529
CityofPuntaGordaFL.com

SPECIAL EVENT SAFETY CHECKLIST

Attention Event Permit Applicants & Participants:

The following fire safety requirements shall apply to all special events in the City of Punta Gorda.

- ✓ All tents and canopies under which any type of cooking or warming of food items is conducted will be required to have a fire retardant certification on the canvas or be separated from other structures and tents by 10' (foot) spacing. Permits may be required contact the Fire Marshal for details.
- ✓ Use of electrical or gas powered equipment will be required to have a fire retardant certification on the canvas or be separated from other structures and tents by 10' (foot) spacing. Permits may be required contact the Fire Marshal for details.
- ✓ All vendors with electrical power, cooking or food warming and any flammable hazards will be required to have a State certified (state tagged) portable fire extinguisher mounted within the vendor area. All fire extinguishers will be a minimum size of 5 pounds, ABC type.
- ✓ All vendors cooking with oils or grease type products will need to have absorbent material for any spills (i.e., sand or kitty litter).
- ✓ Any cooking equipment shall be in good operational condition (LP tanks, hoses, generators, grills and electrical appliances). All appliances shall be properly secured and out of egress pathways.
- ✓ Gasoline containers shall be approved types and shall not be stored under tents or in egress pathways.
- ✓ LP tanks shall be properly secured from any falling or tipping hazards and kept clear of egress pathways.
- ✓ Extension cords shall be heavy duty outdoor use type. Cords shall not be spliced together or tied in knots. Extension cords shall be kept clear of standing water and where they pass through pedestrian areas shall be secured, as to not cause trip hazards.

Jennifer J. Molnar,
Fire Marshal, PGFD

Event coordinator shall provide a signed copy of this document to the Fire Department in acknowledgement and full understanding of the above stated fire safety requirements that all event participants must abide by

All VENDORS MUST ACKNOWLEDGE RECEIPT IN ORDER TO PARTICIPATE IN A CITY EVENT

By signing this form the event coordinator insures that all participants/vendors of the event have received a copy of these listed requirements and clearly understands each applicable requirement listed.

Name	Garrett Kizer			Title	President
Address	[redacted]				
Phone #'s					
Event Name	Light Up The Night 2025	Event Date	12/05/2025	Event Time	5:00 PM to 11:59 PM

Signature

PG Light Up The Tree Inc.
Organization

Garrett Kizer
Type or Printed Name & Title

10/29/2025
Date

Florida's Harborside Hometown

CITY OF PUNTA GORDA

POLICE DEPARTMENT
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-5533
CityofPuntaGordaFL.com

OFF DUTY VENDOR CONTRACT – POLICE DEPARTMENT

PERMITTEE			
Event Name	Light Up The Night 2025	Organization	PG Light Up The Tree Inc.
Name of Permittee/Vendor	Garrett Kizer	Title	President
Address	[redacted]		
Phone #'s			

DATE(S) SERVICE IS NEEDED					
Hours	From: 5:00 ☐ AM ☒ PM		TO: 11:59 ☐ AM ☒ PM		
Numberofofficersrequested		X	Per hour for Officer (two hour minimum)	=	TotalCharge
					$

ALL FEES WILL BE PAID PER THE CURRENT CITY'S CALCULATED RATE FOR THE CITY EMPLOYEE AT THE TIME OF THE EVENT. PLEASE CONTACT EACH DEPARTMENT FOR THE CURRENT CITY'S CALCULATED RATE.

PAYMENTS WILL BE MADE WITHIN TEN (10) DAYS OF THE EVENT UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE. IF THE PERMITTEE/VENDOR CANCELS THE DETAIL ON THE DAY OF THE EVENT, A THREE (3) HOUR MINIMUM PER OFFICER WILL BE CHARGED.

Description of service to be provided	Event Security
Report to	

I, Garrett Kizer as authorized representative of PG Light Up The Tree Inc. (hereafter "Permittee") hereby acknowledge that I have read and understand the attached "Conditions of Permit" and that Permittee will abide by and be subject to these condition in all respects if a permit is issued at a result of this application. In addition, that Punta Gorda Police Department and its member will not be held liable for damages or injuries by Permittee that may be caused be a third party in connection with services provided under this permit.

Signature Authorized Representative of Vendor — Date: 10/29/25

The above application for permit is hereby granted, and above application together with the attached "Conditions of Permit are hereby adopted, by reference, and are made part of and constitute terms and conditions of this permit. Expiration date of this permit

Signature City Representative — Date — Permit Number

ALL PERMITS MUST BE OBTAINED 10 DAYS PRIOR TO THE EVENT DATE

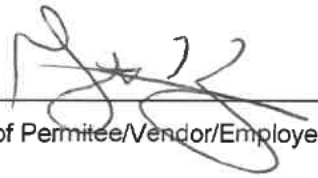
Punta Gorda

Off Duty Vendor Contract
CONDITIONS OF PERMIT
Extra-Duty Law Enforcement/Security Related Services

The following are general conditions that the person/business requesting Extra-Duty Law Enforcement/Security:

1. If you require assistance with a scheduled detail after normal administrative hours (M-F 8:00am-4:30pm), contact must be made with the Operations Captain on duty by calling 941-575-5533.
2. Extra-Duty employment shall be suspended any time a conflict is found to exist, the employment interested with the member's primary duties as a law enforcement officer, is in violation of State or Federal law or Office policy.
3. The rate charged an employer for extra-duty law enforcement security related services shall be standardized hourly rate established by the City of Punta Gorda Police Department which shall include compensation of personnel, any applicable employment taxes, and any administrative costs to administer the program.
4. Payment for any services directly to the member is strictly prohibited. The City of Punta Gorda Police Department will be responsible for collecting such payment and making disbursement to the member.
5. Extra Duty law enforcement services shall be performed within the boundaries and jurisdiction of Punta Gorda.
6. The person/business making the request for Extra-Duty law enforcement services, may request a particular member to work the detail, however the City of Punta Gorda Police Department has final selection of all members who work extra-duty law enforcement details.
7. If no particular member is requesting to work the Extra-Duty law enforcement detail, the City of Punta Gorda Police Department reserves the right to forward the contract to the Charlotte County Sheriff's Office and the person/business holding the event will be billed at the Charlotte County Sheriff's Office current billing rate.
8. The person/business requesting the extra-duty law enforcement service will make payment within ten (10) days of the service being performed. Payment will be made to the City of Punta Gorda Police Department and will accompany the application for request of services.
9. Cancellations of service by the Permittee (person/business requesting service) MUST be made during normal business hours (Monday through Friday 7:30 a.m. to 4:00 p.m.) at least 2 full business days before the scheduled event. No cancellations will be accepted on weekends, holidays, or after 4:00 p.m. Notification of cancellations must be made via email to: nnahra@cityofpuntagordafl.com and jdavoult@cityofpuntagordafl.com. For the unforeseen issues after normal business hours, call our Communications Center at 941-639-4111. Failure to do so will result in the City of Punta Gorda Police Department billing permittee for three (3) hours minimum for administrative cost.
10. If the employment has been sanctioned and authorized as provided in this policy, liability and Worker's Compensation Insurance Coverage provided by the Police Department will be in effect if the off-duty officer sustains an injury whileenforcingthecriminal,trafficorpenallawoftheStateorCityordinances while the member is performing extra-duty law enforcement/security related employment.
11. All permits must be obtained 10 days in advance. In emergency situations, exceptions may be made by the program administrator.

I have read, understand and agree to the above listed conditions.



10/29/25

Signature of Permitee/Vendor/Employer Requesting Extra Duty Detail | Date

CITY OF PUNTA GORDA

ZONING & CODE COMPLIANCE
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-3352
PGcode@CityofPuntaGordaFL.com

AMERICANS WITH DISABILITIES CHECKLIST

Attention Event Permit Applicants & Participants:

The following Americans with Disabilities Act (ADA) checklist requirements shall apply to all special events permitted by the City of Punta Gorda:

- ✓ All vendors have the name of the event's designated ADA Coordinator and procedures to handle requests for accommodations.
- ✓ An accessible route from site arrival points and an accessible entrance have been provided.
  - As much as possible, the accessible route should be the same route used by other participants.
  - Once a route has been mapped out, it must be identified with signs if it deviates from paths used by the general public. (Be at least 36 inches wide)
  - All vendors have received the event layout outlining the accessible route and are aware that it MUST be maintained at all times.
- ✓ The layout of the event should allow people with disabilities to attain goods and services and participate in activities without assistant.
  - Front-line staff at information and ticketing areas must have a thorough knowledge of accessible features and services offered by the event and a general sensitivity to disability issues.
- ✓ The entrance gate, main desk, or information booth must be accessible in the design and location of the space and in the information provided.
- ✓ Vendors MUST modify policies and procedures to ensure they do not discriminate against persons with disabilities. Vendors may:
  - be required to leave their booths briefly to assist someone with limited hand dexterity in reaching their money, or need to take items from an inaccessible area to an interested individual in order to allow the individual to evaluate and select merchandise or to participate in an activity offered.
- ✓ If there is a "no pet" policy it MUST be modified to allow service animals to assist persons with disabilities in performing one or more tasks related.
- ✓ If portable toilets are provided for use by event participants, a minimum of five percent of all units, but never less than one unit, must be accessible.
- ✓ Signage is needed to direct the public to the location of accessible parking spaces, passenger drop-off points and transit stops and accessible entrances and gates. Signs should include the international symbol of accessibility, use easy-to-read typefaces, and be large enough to be read from a distance.
- ✓ Accessible parking spaces must be level and adjoin an accessible route to entrances. Accessible parking spaces should be placed as close as possible to the accessible entrance served by the parking area to minimize the need for a person with a disability to travel long distances to merely arrive at the entrance.

- If temporary parking lots, grass fields or dirt lots, etc. are going to be used as temporary parking areas, accessible spaces must be created and held in reserve for people with disabilities.

✓ If shuttles or other modes of transportation are made available at the event, the mode of transportation MUST also be available to those with disabilities.

✓ If the event provides seating, viewing, or assembly areas a designated section should be made available for those with disabilities.

Event organizer & ADA Coordinator shall provide a signed copy of this document to the Urban Design Division in acknowledgement and full understanding of the above stated ADA requirements that all event organizers must abide by.

For more information on planning for making temporary events accessible to people with disabilities visit https://adata.org/publication/temporary-events-guide

Event Name	Light Up The Night 2025	**Organization**	
Event Date(s)	12/05/2025	**Event Time(s)**	5:00 PM - 11:59 PM

Name of Requestor/Applicant		**Designated ADA Coordinator**	
Name	Garrett Kizer	**Name**	Garrett Kizer
Title	President	**Title**	President
Phone #	[redacted]		
Email			
Address	701 JC Center Ct. 7 Port Charlotte, FL 33954	**Address**	701 JC Center Ct. 7 Port Charlotte, FL 33954

I, Garrett Kizer as authorized representative hereby acknowledge that I have read and understand the attached "Conditions of Permit" and that Permittee will abide by and be subject to these conditions in all respects if a permit is issued at a result of this application. In addition, ***by signing this form the event coordinator & ADA coordinator insures that all participants/vendors of the event have received a copy of ADA requirements and clearly understands each applicable requirement listed above.***

Signature Authorized Representative

10/29/2025
Date

CITY OF PUNTA GORDA
ZONING & CODE COMPLIANCE
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-3352
Zoning@CityofPuntaGordaFL.com

REQUEST FOR TEMPORARY CLOSING OF CITY STREETS

Request for Temporary Closing Form MUST be submitted to the Punta Gorda Public Works Department a minimum of sixty (60) days prior to the event	DATE RECEIVED:

Name of Event	Light Up The Night 2025						
Applicant or Organization	PG Light Up The Tree Inc						
Address	[redacted]						
Phone #'s							
Description of Event	Annual Tree Lighting Event						
Date of Event				Time of Event			
To	12/5/25	From	12/5/25	Begin	5:00PM	End	11:59PM
Has this event been held in the Past?	☐ No	X Yes – When	12/6/2024				
Proposed Road(s) to Close (Specific Locations – Include Map)	West Marion Ave.between North and South Bound 41.Taylor Rd. between Retta Esplanade & Herald Ct. Sullivan St. between Retta Esplanade and Herald Ct.						
Proposed Detour Route (Include alternative road and map)	See Attached.						
Additional Notes & Comments Include ADA accessible route							

Signature — Garrett Kizer (Printed Name) — 10/29/25 (Date)

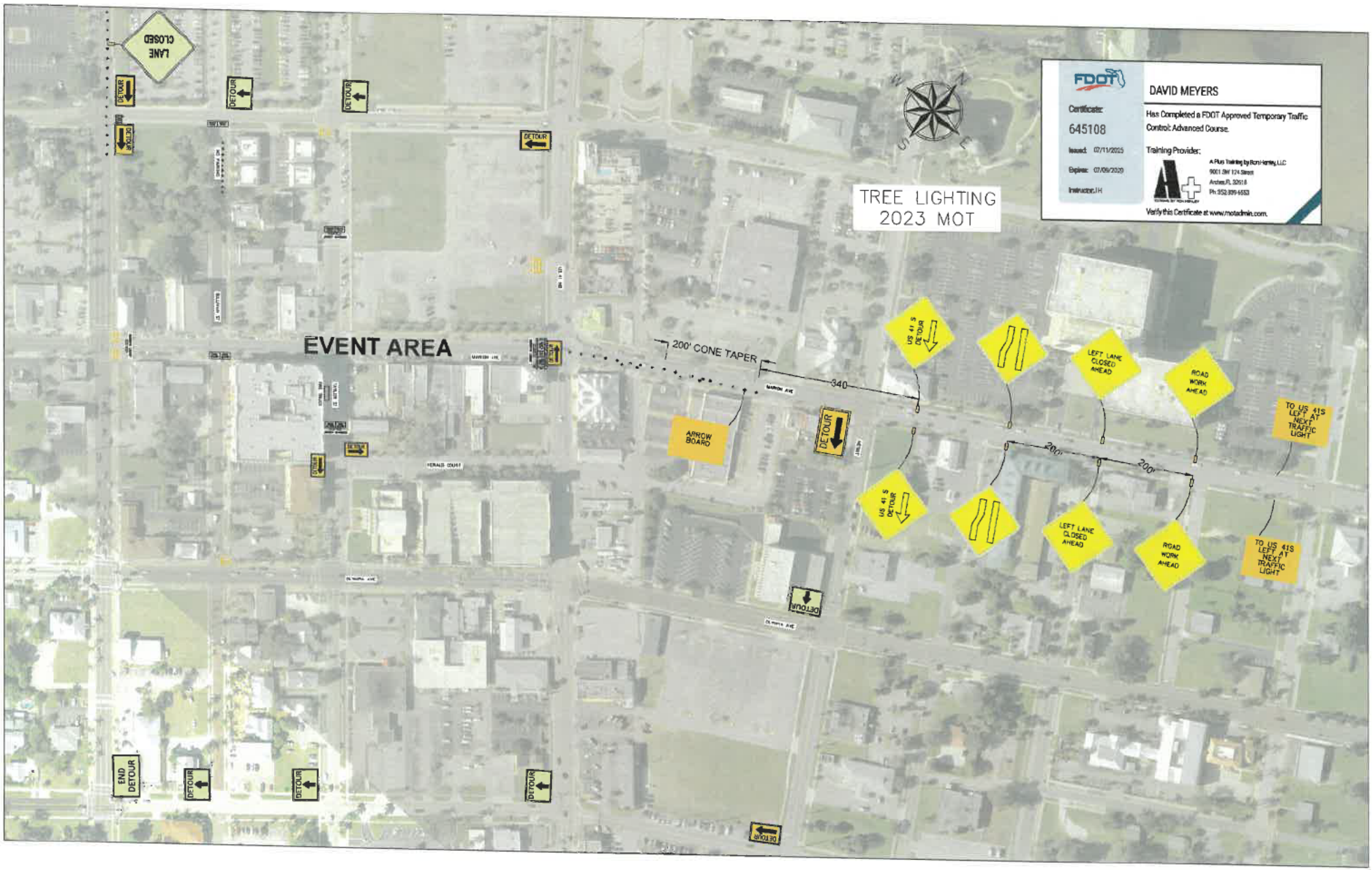
Office Use Only

Punta Gorda Police ☐
Approved Disapproved Comment:

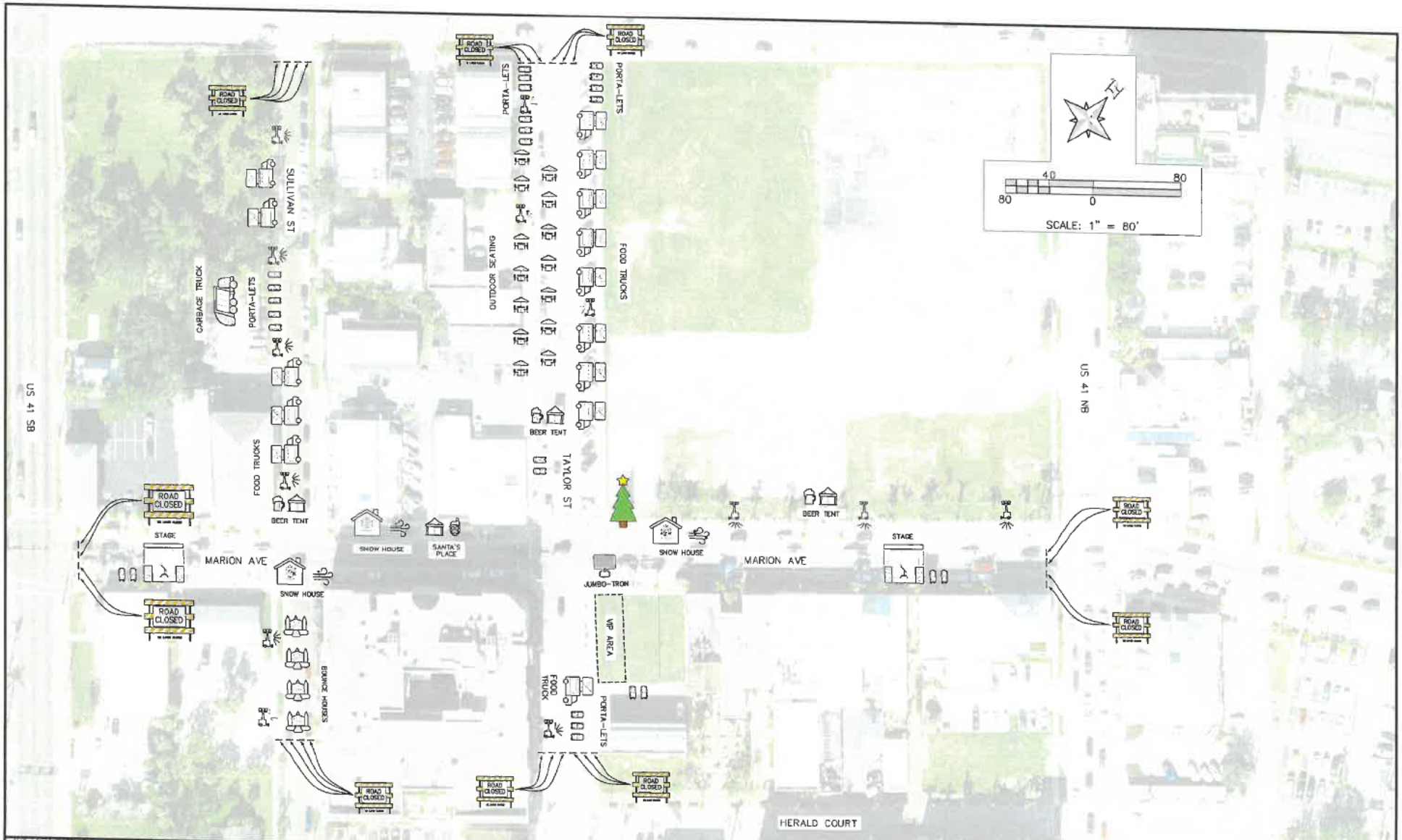
Signature ☐ Type or Printed Name & Title Date
Punta Gorda Fire
Approved Disapproved Comment:

Signature ☐ Type or Printed Name & Title Date
Punta Gorda Public Works / Engineering
Approved Disapproved Comment:

Signature Type or Printed Name & Title Date


TREE LIGHTING
2023 MOT
DAVID MEYERS
Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
Certificate: 645108
Issued: 07/11/2023
Expires: 07/09/2028
Instructor: JH
Training Provider:
A Plus Training by Roni Hanley, LLC
9001 SW 124 Street
Archer, FL 32618
Ph: 352 339-6553
Verify this Certificate at www.motadmin.com.
EVENT AREA
200' CONE TAPER
340
200'
200'
LANE CLOSED
DETOUR
ARROW BOARD
US 41 S DETOUR
LEFT LANE CLOSED AHEAD
ROAD WORK AHEAD
TO US 41S LEFT AT NEXT TRAFFIC LIGHT
END DETOUR

DETOUR
DETOUR
DETOUR
DETOUR
LANE CLOSED
LANE CLOSED
LANE CLOSED
500'
500'
ROAD WORK AHEAD
ROAD WORK AHEAD
CONGESTION AHEAD
CONGESTION AHEAD
TREE LIGHTING
2023 MOT
DAVID MEYERS
Has Completed a FDOT Approved Temporary Traffic
Control Advanced Course.
645108
Training Provider:
APlus Training by Kenney Inc LLC
5001 SW 104 Street
Ocala, FL 34476
PH: 352 339-4059
Verify this Certificate at www.mmotraining.com



REVISED NO.	BY	DATE	DESCRIPTION

	INITIALS	DATE
DESIGN	SDU	
DRAWN	SDU	
CHECKED	DM	
QUALITY CHK		
SCALE	1"=80'	

PREPARED FOR:
CHRISTMAS TREE LIGHTING
2025

Punta Gorda

CITY OF PUNTA GORDA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3130 COOPER STREET
PUNTA GORDA, FL 33950
(941) 575-5050

SAMUEL D. UPDIKE JR. No. 69300
DATE

FESTIVAL LAYOUT
OVERALL MAP

SEC : 12, 6, 5, 7, 8 TWP : 41S RNG : 22E, 23E

PROJECT CODE

SHEET NO.
1

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

REGULAR AGENDA

Title:	City's Reserve Policies Review and Discussion.
Funds:	All Funds
Recommended Action:	City Council Discussion.
Summary:	Review of City's current reserve policies and statuses. To aid in the discussion, information from five other governmental entities regarding their reserve policies and General Fund reserves are included.
Department/Division:	Finance

EXHIBITS:

1. Reserve Policies Discussion

General Fund Reserve Discussion

City Council Meeting

November 19, 2025

Punta Gorda

Financial Policies

- Policies were adopted by City Council January 18, 2012
- Amendments have occurred throughout the years as approved by Council (last amended June 19, 2024 for raising capitalization threshold for Subscription-based information technology arrangements to $15,000)

Reserve or Stabilization Policies

Policy: The City will use Governmental Accounting Standards Board (GASB) Statement #54 definitions for the five classifications of fund balance for governmental fund types. These are non-spendable, restricted, committed, assigned and unassigned.

Status: Under the GASB definition the City's General Fund balance is categorized as: *non-spendable*- including prepaid expenses and inventories; *restricted*- including outside parties, grants and bond agreements; *committed*- including requirements established by city ordinance prior to end of fiscal year (there are none currently); *assigned*- intended use established by council, including appropriated reserves used to balance the subsequent year's budget, purchase order rollovers and reappropriations for incomplete projects from prior fiscal year; and *unassigned*- which is all other general fund balance. The latter three comprise the GFOA defined *unrestricted fund balance*, and is the amount which is to be used to verify the calculation of the 16.7% of operating expenditures. Operating expenditures include personnel, operations, contingency and capital outlay.

Reserve or Stabilization Policies

Policy: The City will strive to follow the Government Finance Officers Association (GFOA) recommendation for a minimum level of unrestricted fund balance for the following major operation funds: General Fund, Utilities OM&R Fund, Sanitation Fund, Building Fund, and Marina Fund. The GFOA states the unrestricted fund balance for the General Fund should be a minimum of 2 months of operating expenditures

Status: Based on GFOA recommended best practice, the City's unrestricted fund balance in the General Fund should be 16.7% of operating expenditures. The September 30, 2026 unrestricted fund balance is projected to be $14.1 million. This is 38.2% of budgeted general fund operating expenditures. This includes $8.0 million assigned for future years. City Council has budgeted 16.7% as the minimum unassigned reserve. The Marina fund is unable to maintain the required reserve as presented to Council due to damages sustained from multiple hurricanes. Workshops and discussions are planned to determine direction for the Marina.

Reserve or Stabilization Policies

Policy: An adequate level of unrestricted fund balance will be maintained as working capital to support operations until sufficient current revenues (taxes) are received.

Status: The City has not needed to issue tax or revenue anticipation notes to support operations until sufficient current revenue is generated. Sufficient cash balances are maintained to support operations throughout the year.

Reserve or Stabilization Policies

Policy: The City should have a prudent level of unrestricted fund balance to protect against the need to reduce service levels or raise taxes and fees due to temporary revenue shortfalls or unexpected one time expenditures.

Status: Generally, the unrestricted fund balance is limited to use within its own fund and/or for specific types of expenditures. The collective reserve level is sufficient to cover for any temporary revenue shortfalls or unexpected expenses. Of the $14.1 million General Fund unrestricted fund balance, $8.0 million is assigned to reducing the FY 2027-FY 2029 projected shortfall as the City projects additions to staffing through FY 2030 and normal operating increases in the five year plan.

	FY 2026 Budgeted Expenditures		9/30/26 Budgeted Unrestricted Fund Balance		% of Unrestricted Fund Balance to Expenditures
General Fund	$37,022,700		$14,142,807		38%
PGI Canal Maint Fund	8,515,460		4,635,131		54%
BSI Canal Maint Fund	1,232,415		1,575,289		128%
Park Impact Fees Fund	175,000		261,471		149%
Additional Five Cent Gas Tax Fund	1,030,000		64,166		6%
Six Cent Gas Tax Fund	1,165,535		250,097		21%
Mobility Impact Fees Fund	213,000		302,519		142%
Public Safety Impact Fees Fund	300,000		181,983		61%
Public Facilities Impact Fees Fund	0		220,000		
Leased Property Fund	266,880		1,091,303		409%
Utilities OM&R Fund	32,465,140		4,202,637		13%
Water System Capacity Escrow Fund	499,800		1,985,276		397%
Sewer System Capacity Escrow Fund	0		4,177,180		
Sanitation Fund	5,505,115		777,650		14%
Building Code Fund	2,199,455		2,452,334		111%
Laishley Park Marina Fund	403,240		14,065		3%

Reserve or Stabilization Policies

Policy: An adequate level of unrestricted fund balance will be maintained so credit rating agencies will recognize the City is in sound financial condition when they evaluate the City's credit worthiness.

Status: As noted previously, the collective reserve level is adequate to support the City's sound financial condition.

Reserve or Stabilization Policies

Policy: For the General Fund, and all other operating funds, except the Utilities Fund, the City requires an unassigned fund balance minimum of 16.7% of total fund budgeted appropriations.

Status: For the fiscal year ended September 30, 2025 the General Fund's unassigned balance is projected to be $5,917,700. Projected for the fiscal year ended September 30, 2026, the City's operating funds, except the Sanitation and Marina Funds, meets the established unassigned fund balance minimum. The General Fund unassigned balance is $6,182,800, 16.7% of total general fund expenditures.

Reserve or Stabilization Policies

Policy: For the Utilities Fund, the City will maintain an unassigned fund balance minimum of at least $3.1 million.

Status: For the fiscal year ended September 30, 2025, the City's Utilities O, M & R Fund unassigned balance is projected to be $8,882,542. Projected for the fiscal year ended September 30, 2026, the unassigned balance is $4,202,637. This is adequate for funding the five year capital improvement plan through FY 2030 with the estimated rate increases from the rate sufficiency and projected use of financing in the five-year plan.

Reserve or Stabilization Policies

Policy: For the Utilities Fund, for protection of infrastructure, a renewal and replacement reserve of $1,500,000 will continue for unforeseen major line breaks and equipment failures.

Status: This reserve has been maintained.

Reserve or Stabilization Policies

Policy: The Utilities Fund, for protection of infrastructure, will cash fund a minimum of $1,120,000 annually for recurring line and lift station renewal and replacements as identified in the five year capital improvement plan.

Status: The Utilities Fund has budgeted to cash fund $1,120,000 of the recurring line and lift station renewal and replacements.

Reserve or Stabilization Policies

Policy: The City will provide a Capital Outlay Reserve (COR) for each of the major funds based on the 5 year capital outlay program needs, and will fund the average annualized 5 year need, in order to provide a stabilized funding plan for the General Fund and other funds as practical.

Status: The City Council has established a COR for the General Fund, Utilities Fund, and Sanitation Fund. The Sanitation Fund is currently funding one truck per year eliminating the need to accumulate funding for multiple truck purchases in any single year.

Reserve or Stabilization Policies

Policy: The Canal Maintenance Districts will fund replacement of seawalls to allow for adequate linear footage replacement based on existing analysis.

Status: After receiving a consultant's report regarding age and estimated life of the seawall system, both Burnt Store Isles Canal Maintenance District and PGI Canal Maintenance District increased the number of lineal feet to be replaced in the program each year.

Reserve or Stabilization Policies

Policy: The City will not permit a deteriorating financial condition as described by the Florida Auditor General and Florida Statutes section 218.503 that would result in an audit management letter finding.

Status: Florida Statutes identify a number of items that can trigger the State described indicator of deteriorating financial conditions. The City is in compliance with all of those indicators thereby avoiding a finding of deteriorating financial condition.

Reserve or Stabilization Policies

Policy: The City will monitor financial indicator trends. We will follow the Florida Auditor General Financial Condition Assessment Procedures.

Status: The City monitors financial indicators, as recommended by the Auditor General, as part of its annual budget process. These trends are discussed as well with the City's external auditor each year during the audit process.

Reserve or Stabilization Policies

Policy: Annually the City will appropriate a contingency line item in funds where deemed necessary to provide for unanticipated expenditures of a nonrecurring nature or to meet small increases in service delivery costs.

Status: Two of the City's larger funds, General and Utilities, have contingency accounts set aside for unanticipated emergencies or small increases in service delivery. The Canal district funds also have a contingency account for an unforeseen seawall failure. The City does not foresee a need to supplement fund balances with a budgeted contingency in its smaller funds.

Reserve or Stabilization Policies

Policy: All projected beginning and ending fund balances will be presented in the annual budget.

Status: The annual budget includes all fund balance projections within each fund.

Meetings, Workshops, Documents General Fund

3/19/2025 Council Meeting – Long Range Financial Plan
5/22/2025 Budget Workshop – General Fund, Construction, and IT Fund budget update
6/4/2025 Council Meeting – General Fund, Construction, and IT Fund budget update
7/2/2025 Council Meeting – General Fund budget update
8/15/2025 Proposed Budget Message – All Funds
9/10/2025 Budget Hearing – All Funds
9/24/2025 Budget Hearing – All Funds

Meetings, Workshops, Documents Other Funds

3/19/2025 Council Meeting – Long Range Financial Plan
6/10/2025 BSI Canal Advisory Board – BSI Canal Maint Fund
6/12/2025 Budget Workshop – PGI & BSI Canal Maint Funds, Building, Sanitation, and Gas Tax Funds
6/16/2025 PGI Canal Advisory Board – PGI Canal Maint Fund
6/18/2025 Council Meeting – Building, Sanitation, and Gas Tax Funds
6/23/2025 Utility Advisory Board – Utility Funds
7/2/2025 Council Meeting – PGI & BSI Canal Maint Funds
7/10/2025 Council Meeting – Utility Funds, City Leased Property, Marina, Special Use Funds
8/15/2025 Proposed Budget Message – All Funds
8/26/2025 Building Board – Building Fund
9/10/2025 Budget Hearing – All Funds
9/24/2025 Budget Hearing – All Funds

Research – Other Entities
Venice

Policy #3: Reserve funds should not be used to fund recurring expenditures. Fund balances should be maintained at fiscally sound levels in all funds. Such levels are delineated below.

- General Fund – The target is to maintain an unassigned fund balance of three months operating expenditures. This is the target that the unassigned fund balance should not fall below without establishing a replenishment plan.
- Building Permit Fund – The target fund balance is set at twelve months operating expenditures. Beginning in FY2020, it cannot exceed the average of the past four years. This is the target that the fund balance should not fall below without establishing a replenishment plan.
- Enterprise Funds – The target unrestricted net asset balance is set at four months operating expenses (33%), except the Utilities Enterprise Fund is set at six months operating expenses. This is the target that the fund balance should not fall below without establishing a replenishment plan.

Research – Other Entities
Venice

CITY OF VENICE FY2025 BUDGET - ADOPTED GENERAL FUND		
REVENUES		**001**
TAXES:		
AD VALOREM TAXES - 3.9041 MILLS	$	27,303,000
OTHER REVENUES		19,552,021
OTHER FINANCING SOURCES:		
ADMINISTRATIVE CHARGES		4,236,845
TRANSFERS FROM OTHER FUNDS		498,300
TOTAL REVENUE		51,590,166
EXPENDITURES		
POLICE		15,069,385
FIRE		12,038,536
EMS		6,416,876
PUBLIC WORKS		3,750,578
PARKS		2,718,801
PLANNING		1,357,820
OTHER		10,639,002
TOTAL EXPENDITURES		51,990,998
CHANGE IN FUND BALANCE		(400,832)
BEG. EST FUND BALANCE		26,646,400
ENDING FUND BALANCE	$	26,245,568

Fund Analysis:

Property taxes typically fund just over half of the City's general fund budget; other revenues, administrative charges to enterprise activities, and transfers fund the other half. To support the FY2025 budget, the millage was set at 3.9041, which remains unchanged from the prior year rate. This will generate $27.3 million in property tax revenues (at a 95% collection rate), an increase of $2.8 million or 11.2% over the prior year. Of that increase, $1.4 million or 50.0% is attributable to new construction and $1.4 million or 50.0% is attributable to increased valuations. At this millage rate level, property taxes represent 52.9% of all General Fund revenues and transfers. The General Fund budget will decrease reserves by $400,832. FY2025 ending fund balance is projected to be $26.2 million, all of which is unassigned.

CITY OF VENICE
GENERAL FUND REVENUES

GENERAL FUND REVENUES	Actual FY 2022	Actual FY 2023	Amended Budget FY 2024	Expected FY 2024	Adopted Budget FY 2025
Revenues (Above)	41,585,889	48,480,146	46,279,060	49,221,937	51,590,166
Expenses (Next Sheet)	(38,170,829)	(42,447,386)	(48,904,497)	(48,904,497)	(51,990,998)
Net Revenues	3,415,060	6,032,760	(2,625,437)	317,440	(400,832)
Beginning Fund Balance	16,881,140	20,296,200		26,328,960	26,646,400
Ending Fund Balance	20,296,200	26,328,960		26,646,400	26,245,568
Encumbrances included in committed fund balance	(317,595)	(1,466,488)		0	0
Nonspendable - Inventory and Prepaids	(56,287)	(59,975)		(59,975)	(59,975)
Unassigned fund balance	19,922,318	24,802,497		26,586,425	26,185,593

Target Analysis - Fund Balance as a % of Expenditures		Actual FY 2022	Actual FY 2023		Expected FY 2024	Adopted Budget FY 2025
Projected Ending Fund Balance (Unassigned)		19,922,318	24,802,497		26,586,425	26,185,593
Expenditures		38,170,829	42,277,181		48,904,497	51,990,998
Percent		52%	59%		54%	50%
Reserves:						
Target Reserve - Policy	**25%**	9,542,707	10,569,295		12,226,124	12,997,750
Shoreline Protection Projects & Pier		200,000	250,000		300,000	400,000
Natural Disasters		2,000,000	2,000,000		5,000,000	5,000,000
Capital Reserves (Seaboard Redevelopment, etc.)		-	-		3,000,000	3,000,000
EOC Operations (use for FS#2 FY25)		-	-		1,000,000	-
Anticipated FUTURE Expenses Reflected in FY25 Column:						
Parks Interlocal Agreement/Transition Plan:						
Wellfield (initial outlay)						5,000,000
Wellfield ($15M over 15 years, $700K park impact fees, $300K general fund)						300,000
Chuck Reiter Field (over a 4-year period)						500,000
Community Center - operations						500,000
Public Works (ı-going operating equip & personnel)						1,500,000
ɪtation #2 (annual)						1,500,000
Maintenance Facility (annual)						275,000
		11,742,707	12,819,295		21,526,124	30,972,750
Excess Available		8,179,611	11,983,202		5,060,301	(4,787,157)

Research – Other Entities
Charlotte County

Reserve Policy

The Charlotte County Charter directs that a reserve policy will be adopted by the Board of County Commissioners and reviewed annually by April 1. The following is the adopted reserve policy.

Financial Reserve Policy - General Policy Statements

1. The Board of County Commissioners realizes it is essential for governments to maintain adequate levels of fund balance to mitigate current and future risks such as revenue shortfalls, natural disasters, unanticipated expenditures, and to ensure stable tax rates and other unforeseen situations after exhausting all other funding options.
2. Charlotte County's reserve policies are based on sound fiscal principles designed to allow the county to maintain continuity of operations in adverse conditions while being mindful of our fiduciary responsibility to taxpayers, both current and future generations.
3. The county realizes adequate fund balance levels are an essential component of the county's overall financial management strategy and a key factor in external agencies' measurement of the county's financial strength.
4. Various bond rating agencies recognize the best reserve policies provide both specificity and flexibility, accomplishing one or more of at least three main criteria: establishing a target level of reserves, or a reserve floor; specifying the appropriate circumstances for drawing down reserves; and directing the replenishment of reserves.
5. The Government Finance Officers Association of the United States and Canada recommends a minimum general fund reserve of no less than 5-15% of operating revenues, or no less than one to two months of regular operating expenditures.
6. Charlotte County lies within a coastal zone highly susceptible to hurricane and storm damage.
7. There exists uncertainty in the economic markets around the world, in regard to the cost of construction materials, interest rates, personnel costs, medical insurance costs, and general inflation.
8. Each sizable fund has been analyzed to determine the type of risk it may be exposed to, the duration of the risk, methods to mitigate that risk and the amount of funds needed to mitigate against that risk.
9. The county's aging infrastructure will require increasing repair and replacement.
10. The county wishes to mitigate other forms of uncertainty such as:
    a. Unanticipated changes in the tax and spending policies of federal and state governments.
    b. Imposition of mandates by federal and state governments or the courts.
    c. Financial impacts of labor agreements, particularly those stemming from collective bargaining.
    d. Unforeseen increases in energy costs.
11. The fund balance definitions will be reported in accordance with generally accepted governmental accounting principles.

Financial Reserve Policy - Guidelines

The Charlotte County Board of County Commissioners hereby establishes the following financial reserves policy that includes guidelines for the use of reserve funds, the level of funding (minimum and maximum) for reserve funds and the time period over which reserve funds should be accumulated, and procedures for reporting and managing reserve funds.

Research – Other Entities
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Financial Reserve Policy - Ad Valorem Reserves

The components of the ad valorem reserve are the combined reserves of the General Fund, Capital Projects Fund, and Law Enforcement Fund and should include, but not be limited to the following:

1. Reserve for Contingencies
   The purpose of Reserve for Contingencies is to maintain adequate levels of fund balance to mitigate current and future risks such as revenue shortfalls, unanticipated expenditures, and to ensure stable tax rates; and other unforeseen financial situations after exhausting all other funding options. The County should strive to maintain a balance not less than 5% and not greater than 10% percent of the total of the budget. Budget is defined as the amount available to spend to include beginning balance and revenues.
2. Cash Carried Forward
   A reserve amount for the purpose of paying expenses from October 1 of the ensuing fiscal year until the time when the revenues for that year are expected to be available. The County should strive to maintain a balance not less than 5% or greater than 10% percent of the total revenue receipts and balances (beginning balance) of the budget.
3. Fiscal Stabilization Reserve
   The county should strive to maintain a balance not less than 15% of the total of the budget. Budget is defined as the amount available to spend to include beginning balance and revenues to meet unexpected immediate increases in service delivery costs, or to maintain service levels in the event that an economic downturn should cause a shortfall in revenues or for expenditures associated with a major storm or other unforeseen disaster that fundamentally alters the current tax base.
4. Future Capital Outlay Reserve
   A reserve amount for the purpose of funding capital project expenditures that are part of the approved Capital Improvement Program and are held within the Capital Projects Fund. These dollars are restricted for approved capital projects using ad valorem revenues. Reserves in this area may be used as contingency on approved capital projects or future planned expenses on projects that are part of the Capital Needs Assessment.

Financial Reserve Policy - Other General Government Operating Funds

1. Tourism Development Budget
   The components of the tourism development reserves should include, but not be limited to the following:
   a. Reserve for Contingencies
      The purpose of reserve for contingencies is to maintain adequate levels of fund balance to mitigate current and future risks such as revenue shortfalls, unanticipated expenditures, and to ensure stable tax rates; and other unforeseen financial situations after exhausting all other funding options. The county should strive to maintain a balance not less than 5% and not greater than 10% of the total of the budget. Budget is defined as the amount available to spend to include beginning balance and revenues.
   b. Cash Carried Forward
      A reserve amount for the purpose of paying expenses from Oct. 1 of the ensuing fiscal year until the time when the revenues for that year are expected to be available. The county should strive to maintain a balance not less than 5% or greater than 10% of the total revenue receipts and balances (beginning balance) of the budget.
   c. Fiscal Stabilization Reserve
      The county should strive to maintain a balance not less than 15% of the total of the budget. Budget is defined as the amount available to spend to include beginning balance and revenues to meet unexpected immediate increases in service delivery costs, or to maintain service levels in the event that an economic downturn should cause a shortfall in revenues or for expenditures associated with a major storm or other unforeseen disaster that fundamentally alters the current tax base.
2. Municipal Service Benefit Units
   The components of Municipal Service Benefit Units reserves should include, but not be limited to the following:
   a. Reserve for Contingencies
      The purpose of reserve for contingencies is to maintain adequate levels of fund balance to mitigate current and future risks such as revenue shortfalls, unanticipated expenditures, and to ensure stable tax rates; and other unforeseen financial situations after exhausting all other

Research – Other Entities
Charlotte County

funding options. The county should strive to maintain a balance not less than 5% and not greater than 10% of the total of the budget. Budget is defined as the amount available to spend to include beginning balance and revenues.

b. Cash Carried Forward

A reserve amount for the purpose of paying expenses from Oct. 1 of the ensuing fiscal year until the time when the revenues for that year are expected to be available. The county should strive to maintain a balance not less than 5% or greater than 10% of the total revenue receipts and balances (beginning balance) of the budget.

c. Future Capital Outlay

Any reserve amount accumulated for the purpose of funding capital projects must be spent on such project within six years from the date it was assessed or collected.

3. All Other Special Revenue Funds

Except where prohibited by funding source, the components of special revenue funds reserves should include, but not be limited to the following:

a. Reserve for Contingencies

The purpose of reserve for contingencies is to maintain adequate levels of fund balance to mitigate current and future risks such as revenue shortfalls, unanticipated expenditures, and to ensure stable tax rates; and other unforeseen financial situations after exhausting all other funding options. The county should strive to maintain a balance not less than 5% and not greater than 10% of the total of the budget. Budget is defined as the amount available to spend to include beginning balance and revenues.

b. Cash Carried Forward

A reserve amount for the purpose of paying expenses from Oct. 1 of the ensuing fiscal year until the time when the revenues for that year are expected to be available. The county should strive to maintain a balance not less than 5% or greater than 10% of the total revenue receipts and balances (beginning balance) of the budget.

Financial Reserve Policy - Internal Service Funds

Internal service funds are used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the county, or to other governmental units, on a cost-reimbursement basis. These funds are generally intended to operate on a break-even basis. There shall be appropriated, in each of the internal service funds, a reserve for cash balance to be carried over in an amount necessary to ensure that balances in the fund as of the end of each fiscal year is greater than or equal to zero. This reserve shall be in addition to all other, including but not limited to amounts reserved for claims incurred but not paid. In any fiscal year when it is projected that the actual amount of balances will be less than or equal to zero at year end, it will be necessary to either increase the rates charged or reduce expenses or both. In any fiscal year when it is projected that the actual amount of balances will be greater than zero at year end, consideration will be given to reducing the rates charged, or to using the accumulated surplus for any legal purpose.

Financial Reserve Policy - Risk Management

Risk Management Self Insurance Funds include Health Benefits, Casualty, and Workers' Compensation Programs, and all maintain reserves for Outstanding Liabilities. The Health Fund will endeavor to maintain approximately 90 days of claim payments based upon previous full year spending averages. Minimum reserving for the Casualty Program, and the Workers' Compensation Program, shall not be less than the Annual Actuarial Report at the 70% undiscounted confidence level for Outstanding Liabilities.

Financial Reserve Policy - General Government Debt Service Funds

Debt Service reserves will be maintained as required by bond covenants or other debt obligations. Excess Debt Service Fund balances should be returned to the general or special revenue fund where the pledged revenue stream is collected.

Financial Reserve Policy - General Government Capital Funds

Capital funds should maintain fund balance budgeted in reserves if allowable by type of fund. Many of the capital funds are time limited revenues, such as infrastructure sales surtax, and those funds will be expended as available and allowable. Other capital funds have time limitations, such as impact fees that are required to be spent within six years; those funds will be expended as soon as possible within allowable parameters. Excess funds should be returned to

Research – Other Entities
Charlotte County

the general or special revenue fund where the appropriated revenue stream is collected.

Financial Reserve Policy - Enterprise Funds

1. Charlotte County Utility
   The Utility should strive to maintain a minimum balance in the renewal and replacement fund equal to the lesser of five percent (5%) of the prior year's gross revenue or $2,000,000. The Utility shall strive to maintain an unrestricted operating reserve fund balance equal to an average of ninety (90) to one hundred and twenty (120) days of the Utilities operating and maintenance expenses as established during its annual budget. Reserves of the Utility funds are for the exclusive use and security of the Utility System. Any reserves of the Utility which are in surplus to minimum reserve policies of the Utility shall be maintained as reserve balances or utilized by the Utility to expedite maintenance of and capital investment in the Utility System. No transfer shall be made of any Utility reserves or other surplus funds outside of the various enterprise-controlled funds, and no expenditure shall be incurred against, or paid from, the Utility enterprise funds except for maintenance, capital outlay and expenditure for the account and benefit of the Utility. Upon recommendation of the County Administrator and approval of the Board of County Commissioners, transfer of surplus reserve funds may be made, excluding connection fees, from a Utility enterprise fund (the lending fund) to another fund held by the County (the borrowing fund) provided that any such transfer shall be treated as a loan only. Interest shall be paid by the borrowing fund to the lending fund in an amount equal to the interest lost by the lending fund as a result of the transfer. No transfer of funds shall be permitted which will hinder the lending fund's ability to fund authorized expenditures which are intended to be made within that particular fund of the Utility.
2. Solid Waste
   The Solid Waste System should strive to maintain a reserve of 60 to 90 days of operating expenditures, plus fifty percent of the five-year Capital Improvement Plan funding. In addition, all reserves required by Florida Department of Environmental Protection Administrative Code associated with landfill operations will be maintained.
3. Sanitation District
   The Sanitation District should strive to maintain a reserve of 60 to 90 days of operating expenditures. The reserve will be used in the event of a major interruption to the current revenue stream due to unforeseen circumstances, such as natural or manmade disaster, or significant downturn.

Financial Reserve Policy - Additional Information

All corresponding calculations and interpretation of calculations of a definitive nature will be determined by the County Administrator or his designee. Reserve funds will be accumulated over a period that is deemed appropriate by the Board of County Commissioners given the complexity and consideration of a variety of economic conditions.

Reserve funds will be reported and approved by the Board of County Commissioners annually during the budget process. Related to the management of reserve funds, all uses and transfers from reserve accounts must be approved by the Board of County Commissioners.

This policy will be reviewed and approved by the Board of County Commissioners annually.

Research – Other Entities
Charlotte County

Ad Valorem Reserves

	Total Reserves	% of Budget	Target
Contingency	31,698,311	5.03%	5% - 10%
Cash Carry Forward	33,380,863	5.29%	5% - 10%
Fiscal Stabilization *	45,204,972	14.00%	>15%
Disaster Retention	25,000,000	3.97%	?
Total:	135,284,146		

* Percentage of General Fund Only.

Research – Other Entities
Charlotte County
Reserves

	Contingency	Cash Carry Forward	Fiscal Stabilization	Future Capital	Restricted		Total
Ad Valorem	31,698,311	33,380,863	45,204,972		25,000,000		135,284,146
Transportation Trust	2,713,122	6,791,542					9,504,664
Building Construction Services		5,099,564		15,000,000			20,099,564
MSBU/TU	37,850,000	30,392,079		89,257,163	3,427,074		160,926,316
Fire Rescue Unit	1,879,636	4,692,990					6,572,626
Capital Projects				135,470,120			135,470,120
Utilities	100,009,849		2,481,182	26,439,431	1,394,038		130,324,500
Landfill	28,533,610			11,235,875	12,359,604	a	52,129,089
All Other*	32,612,427	3,927,568	4,678,732	54,180,313	17,770,541		113,169,581
Hurricane	(94,935,377)						(94,935,377)
	140,361,578	**84,284,606**	**52,364,886**	**331,582,902**	**59,951,257**		**668,545,229**

a Restricted for future landfill closure

* All Other consists of:
Internal Service Funds such as Self Insurance and Vehicle Revolving Fund
Special Revenue Funds such as Tourism Development and Boater Revolving Fund

CHARLOTTE COUNTY FLORIDA

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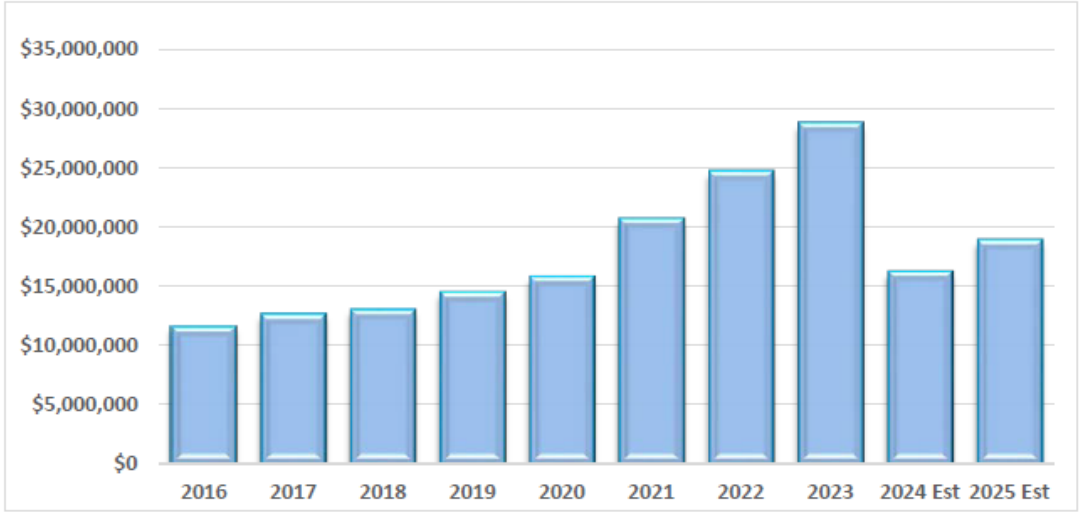
Research – Other Entities
North Port

GENERAL FUND – FUND BALANCES

The City Commission approved on September 17, 2020, a new fund balance policy that strengthens the City's financial sustainability. The new policy establishes retaining a 20% Emergency and Disaster Reserve and up to an additional 10% for an Economic Stabilization Reserve. The total amount of reserves is calculated on the following year's budgeted expenditures. The 2025 General Fund Budget was approved based upon an estimated unreserved fund balance as of September 30, 2024, of $16,168,969. However, $2,665,650 is budgeted to be returned to fund balance for the FY 2025 budget. The FY 2025 General Fund Budget meets the 20% reserve policy for Emergency and Disaster with a total fund balance of $18,834,619 or 21.22% as shown in the chart below.

The chart below presents a ten-year fund balance history for the General Fund.

General Fund – Fund Balance



The General Fund balance provides a measure of the financial resources available for future spending or appropriation. While the fund balance does not reflect the general health of the government, the increase or decrease in the unassigned fund balance is an important indicator. It is equally important to look at the likelihood of potential unanticipated costs or revenue reductions that can strain City reserves. Some of their possible issues include natural disasters, emergency repairs to city infrastructure, and cuts to intergovernmental revenues. We will continue to monitor and assess the unassigned fund balance to ensure that the level of available funds is commensurate with the level of risk associated with revenue and expenditure variability that could strain the City's finances.

Research – Other Entities
North Port

FUND BALANCE

There is a projected return of fund balance in the amount of $2,665,650 in the General Fund to balance the FY 2025 Adopted Budget. The following schedule shows the projected fund balance on September 30, 2025. Included in the fund balance report are the following:

- ✓ FY 2024 estimated year-end revenues and expenditures (unaudited)
- ✓ Emergency and Disaster Reserve $14,892,518

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City of North Port, Florida
2024-25 Adopted Budget

GENERAL FUND
FUND BALANCE REPORT

09/30/23 Audited Fund Balance	$28,729,374
23/24 Amended Reserve (Use) of Fund Balance	(12,560,405)
Projected Fund Balance as of 9/30/24	16,168,969
24/25 Appropriated Addition (Use) of Fund Balance (does not include encumbrances)*	2,665,650
Emergency and Disaster Reserve of 20%	(17,754,988)
Projected "Available" Fund Balance as of 9/30/25	$1,079,631

Research – Other Entities
North Port

City of North Port
City Commission Policy – Fund Balance Policy
Policy No: 2020-05
Resolution No: 2020-R-26
Approval Date: September 17, 2020

I. FUND BALANCE CATEGORIES

Pursuant to GASB 54, fund balances will be reported in the categories set forth below.

A. Purpose. For increased financial stability, the City of North Port desires to manage its financial resources by establishing fund balance percentages for selected funds. This will ensure that the City maintains a prudent level of financial resources to protect against reducing service levels or raising taxes and fees because of temporary revenue shortfalls, natural disasters or unexpected one-time expenditures as well as to provide needed liquidity to continue operations.

B. Definitions.

1. Fund Balance. Fund Balance is the difference between current fund assets and current fund liabilities Fund balance is reported in five categories:

a) Nonspendable. Assets that will not or cannot be converted to cash within the current period. The assets include advances to other funds, inventories, or other prepaid items.

b) Restricted. The portion of fund balance that is restricted by externally enforceable legal restrictions. This includes revenue that is restricted for a particular purpose. The restrictions can be imposed by creditors, grantors, contributors or laws.

c) Committed. The portion of fund balance constrained by the limitations the City Commission imposes and which remain binding until the City Commission removes them. Purchase orders or contracts that are rolled from the prior fiscal year to the new fiscal year are committed resources.

d) Assigned. The portion of fund balance that reflects the City's intended use of assets. The intended use can be established by the City Commission, delegated to a group (management team), or delegated to the City Manager or Finance Director. Projects that have been budgeted in prior fiscal years but are not complete are assigned the resources necessary to complete if not committed under contract. This amount would represent the portion of fund balance to be used in the subsequent year's budget or to accumulate resources for a future capital project.

e) Unassigned. The remaining portion of fund balance that is not classified into the other categories. Only the General Fund can have a positive balance. In other funds, balances are assigned to the fund's purpose otherwise they would be accounted for in the General Fund.

2. Spending Priority. When a governmental fund has multiple classifications of fund balance, the expenditure is determined to reduce the restricted fund balances first, then committed fund balance followed by assigned.

3. Surplus. The amount by which the fund balance exceeds the upper limit of the adopted fund balance percentages.

4. Shortfall. The amount that the fund balance falls below the adopted percentages.

5. Expenditures. All uses of financial resources, including operating and capital outflows and debt service. For consistency, expenditures do not include other sources and uses of resources in the fund unless there is a recurring transfer.

C. Surplus. If there is a surplus at fiscal year end, the operating funds should be appropriated as follows:

1. To cover any anticipated budgetary shortfalls in the current fiscal year or any shortfall forecasted in the following five years;

2. To reduce long-term debt, if possible;

3. To deposit into a fund that stabilizes pension contributions to achieve a normal growth rate;

4. To fund pay-as-you-go capital projects or expenditures; and

5. To fund a capital asset renewal and replacement fund.

D. Shortfall. If there is a shortfall at fiscal year end, the fund balance is to be rebuilt through the following mechanisms:

1. An appropriation during the next budget process to restore to the minimum requirements.

2. If this is financially infeasible, a written plan shall be forwarded by the City Manager to the Commission for approval in order to restore the fund balance to an amount within the acceptable percentages. This plan may require a reduction of services, increase in taxes or fees, or some combination thereof.

II. GENERAL FUND

The components of the General Fund Reserves should include, but not be limited to:

A. Emergency and Disaster Reserve.

The City should retain a reserve of twenty percent (20%) of the General Fund operating expenditures. These funds are to be used, as declared appropriate by the City Commission, to ensure the maintenance of services to the public during non-routine and unforeseen disaster situations, including hurricanes and other weather-related events, environmental and other natural disasters, and events that cause disruptions in public services. These funds, if used, must be replenished.

Research – Other Entities
North Port

B. Economic Stabilization Reserve.

The City should maintain up to ten percent (10%) reserve of General Fund operating expenditures to be used for short-term cash flow purposes or unanticipated expenditures of a non-recurring nature, to meet unexpected immediate increases in service delivery costs, or to maintain service levels in the event that an economic downturn should cause a shortfall in revenues. The City may exceed the ten percent (10%) threshold if authorized by a majority vote of the City Commission.

III. OTHER GENERAL GOVERNMENT OPERATING FUNDS

A. Building Fund.

1. Emergency and Disaster Reserve. The City should retain a reserve of twenty percent (20%) of the Building Fund operating expenditures. These funds are to be used, as declared appropriate by the City Commission, to ensure the maintenance of services to the public during non-routine and unforeseen disaster situations, including hurricanes and other weather-related events, environmental and other natural disasters, and events that cause disruptions in public services. These funds, if used, must be replenished.

2. Economic Stabilization Reserve. The City should maintain up to ten percent (10%) of Building Fund operating expenditures to be used for short-term cash flow purposes or unanticipated expenditures of a non-recurring nature, to meet unexpected immediate increases in service delivery costs, or to maintain service levels in the event that an economic downturn should cause a shortfall in revenues. The City may exceed the ten percent (10%) threshold if authorized by a majority vote of the City Commission.

B. Fire Rescue District Fund.

1. Emergency and Disaster Reserve. The City should retain a reserve of twenty percent (20%) of the Fire Rescue District Fund operating expenditures. These funds are to be used, as declared appropriate by the City Commission, to ensure the maintenance of services to the public during non-routine and unforeseen disaster situations, including hurricanes and other weather-related events, environmental and other natural disasters, and events that cause disruptions in public services. These funds, if used, must be replenished.

2. Economic Stabilization Reserve. The City should maintain up to ten percent (10%) of Fire Rescue District Fund operating expenditures to be used for short term cash flow purposes or unanticipated expenditures of a non-recurring nature, to meet unexpected immediate increases in service delivery costs, or to maintain service levels in the event that an economic downturn should cause a shortfall in revenues. The City may exceed the ten percent (10%) threshold if authorized by a majority vote of the City Commission.

C. Road and Drainage District Fund.

1. Emergency and Disaster Reserve. The City should retain a reserve of twenty percent (20%) of the Road and Drainage District Fund operating expenditures. These funds are to be used, as declared appropriate by the City Commission, to ensure the maintenance of services to the public during non-routine and unforeseen disaster situations, including hurricanes and other weather-related events, environmental and other natural disasters, and events that cause disruptions in public services. These funds, if used, must be replenished.

2. Economic Stabilization Reserve. The City should maintain up to ten percent (10%) of the Road and Drainage District Fund operating expenditures to be used for short-term cash flow purposes or unanticipated expenditures of a nonrecurring nature, to meet unexpected immediate increases in service delivery costs, or to maintain service levels in the event that an economic downturn should cause a shortfall in revenues. The City may exceed the ten percent (10%) threshold if authorized by a majority vote of the City Commission.

D. Solid Waste District Fund.

1. Emergency and Disaster Reserve. The City should retain a reserve of twenty percent (20%) of the Solid Waste District Fund operating expenditures. These funds are to be used, as declared appropriate by the City Commission, to ensure the maintenance of services to the public during non-routine and unforeseen disaster situations, including hurricanes and other weather-related events, environmental and other natural disasters, and events that cause disruptions in public services. These funds, if used, must be replenished.

2. Economic Stabilization Reserve. The City should maintain up to ten percent (10%) of the Solid Waste District Fund operating expenditures to be used for short-term cash flow purposes or unanticipated expenditures of a non-recurring nature, to meet unexpected immediate increases in service delivery costs, or to maintain service levels in the event that an economic downturn should cause a shortfall in revenues. The City may exceed the ten percent (10%) threshold if authorized by a majority vote of the City Commission.

IV. ADDITIONAL INFORMATION

A. The City Manager or designee will determine all corresponding calculations and interpretation of calculations of a definitive nature.

B. The Fund Balances will be Classifications of Balance or Net Position on the balance sheet of each fund in the City's official financial records.

C. The Finance Department will calculate the reserve amount at the end of each fiscal year. The Finance Department will examine the recovery of each Contingency/Emergency/Disaster Relief Reserve after drawdown on an annual basis to determine the need for increases in fees/taxes or expenditure reductions to ensure the funds are replenished within a two-year period. All other reserves will be replenished to within the Budget Stabilization minimum percent in the ensuing year.

D. The Finance Department will review this Fund Balance Policy as necessary for the possibility of presenting proposed amendments to the City Commission.

Research – Other Entities
Cape Coral

Fund Balance

Policy #21 Fund balance is the difference between assets and liabilities reported in governmental funds in the Annual Comprehensive Financial Statements and are differentiated as follows:

Non-Spendable Fund Balance - Amounts that are (a) not in spendable form or (b) legally or contractually required to be maintained intact. "Not in spendable form" includes items that are not expected to be converted to cash (such as inventories and prepaid amounts) and items such as the long-term amount of loans, notes receivable and advances, as well as property acquired for resale.

Restricted Fund Balance - Amounts that can be spent only for specific purposes stipulated by (a) external resource providers such as creditors (through debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Committed Fund Balance - Amounts that can be used only for the specific purposes determined by a formal action of the City Council, the City's highest level of decision-making authority. Commitments may be changed or lifted only by the City Council taking the same formal action that imposed the constraint originally, which is by resolution.

Assigned Fund Balance – Portion that reflects a government's intended use of resources. Such intent must be established by the Finance Director pursuant to the Financial Management Policies approved by City Council. Assigned fund balance also includes spendable fund balance amounts established by management of the City that are intended to be used for specific purposes that are neither considered restricted nor committed.

Unassigned Fund Balance – Unassigned fund balance is the residual classification for the General Fund. This classification represents a fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the General Fund. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes.

Unrestricted Fund Balance – The total of committed fund balance, assigned fund balance, and unassigned fund balance.

Status: Fund balances as of end of fiscal year 2023 are below as reported in the City's Annual Comprehensive Financial Report.

Category	Commitment
Not Spendable	$ 11,316,113
Restricted	$ 153,556,885
Committed	$ 116,398,047
Assigned	$ 22,397,113
Unassigned	$ (9,225,730)
Unrestricted	$ 129,569,430

Policy #22 General Fund fund balances shall be maintained in accordance with the following:

1. The City shall maintain a *Budget Stabilization Reserve* (BSR) in Committed Fund Balance of between 2 to 3 months of expenditures or 16.67% to 25%, with a goal of 3 months, of the General Fund operating expenditures, including fund transfers. The purpose of the reserve is to provide a method of insuring resources are available when budget shortfalls occur and of funding the reserve when revenue exceeds expectations.
   a. Funding the Budget Stabilization Reserve:
      1) It is the City Council's goal to achieve 3 months balance in the Budget Stabilization Reserve.
      2) The City Manager shall prepare a plan for the City Council's approval to achieve the City Council's goal of 3 months within three (3) years of the use of the BSR and/or to achieve the City Council's goal of three (3) months reserve.
   b. Use of the Budget Stabilization Reserve:
      1) The BSR may be used to support the City's operations in the event of a major catastrophic event provided that the disaster reserve has been exhausted and Federal and State Funding have been applied for.
      2) The BSR may be used to fund recurring operating expenses for a limited period in the event of a significant economic downturn threatening the City's ability to provide services to the community.
      3) The maximum amount that can be used in any one year or successive years shall be 33% of the reserve.
   c. In no event shall the Budget Stabilization Reserve stay below 2 months or 16.67% of the annual operating budget including transfers for more than one year.
2. The City shall maintain the following additional committed reserves to provide resources for the purpose identified:

Research – Other Entities
Cape Coral

a. Disaster Reserve – $8,000,000 – for the purpose of providing temporary resources in the event of a federally and/or state declared emergency and further used as a match for Federal and State Emergency Management Funds.

b. Land acquisition – Net balance of surplus property land sale proceeds and land acquisition or other expenditures approved by the City Council. Annual balance, if any, may be used for any one-time expenditures as approved by the City Council.

3. Assigned Fund Balance shall include the annual amount of purchase order balances carried forward to the next year as well as the subsequent year's use of fund balance resources for one-time use as identified for specific purposes by the City Council and set forth in the annual budget and any amendments thereto.

Status:

Type of Reserve	Status
Total General Fund Expenditures	$258,485,438
Stabilization Rate	16.67%
Budget Stabilization Committed	$43,089,523
Disaster Reserve Committed	Included in Stabilization Fund
Land Acquisition Committed	Included in Stabilization Fund

Policy #23 Reserves for other major operating funds are as follows:

1. Water and Sewer Fund:

   a. An operating reserve at least equal to 15% of the cost of operation and maintenance in the annual budget for the then current fiscal year.

   b. Any surplus revenue in excess of this operating reserve minimum balance target is utilized to pay for all or a portion of the cost of capital projects.

   c. An annual transfer to the Renewal and Replacement Fund equal to 5% of the prior fiscal year's gross revenues (not cumulative).

   d. After deposit, surplus Renewal and Replacement funds above the Renewal and Replacement Fund Requirement are available to fund capital projects and these funds are used for this purpose in each year.

2. Stormwater Fund:

   A renewal and replacement reserve shall be maintained at a minimum of 10% of operating expenses.

3. Yacht Basin:

   A renewal and replacement reserve with a minimum of 10% of operating expenses.

4. Risk Management Fund:

   a. The City shall maintain reserves for worker's compensation in accordance with actuarial values established by an actuary on an annual basis.

   b. The City shall maintain reserves for property liability and general liability in sufficient amounts to support the claims liability pursuant to an actuarial study on an annual basis.

Status:	Water & Sewer Fund	Stormwater Fund	Yacht Basin Fund	Risk Management Fund
Operating and Maintenance Costs	$ 86,847,247	$ 26,405,252	$ 227,417	
% Reserve	15.00%	10.00%	10.00%	
Operating Reserve	$ 13,027,087	$ 2,640,525	$ 22,742	
Prior Year Revenues	$ 188,628,056			
% to Transfer	5.00%			
Annual Transfer to Renewal and Replacement	$ 9,431,403			
Workmen's Compensation, Property & Liability Actuarial Value Established				$ 11,377,638

*All Reserve Balances are Committed.

Policy #24 Spending order of fund balances – restricted amounts shall be spent first when both restricted and unrestricted fund balance is available unless there are legal documents/contracts that prohibit doing this, such as in grant agreements requiring dollar for dollar spending. Additionally, the City would first use committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Status: Fund balances are spent in the order outlined above.

Policy #25 Annual review and determination of fund balance policy – The Financial Services Department shall review, as a part of the annual budget adoption process, the amounts of restricted, committed, assigned, non-spendable and the level of unassigned fund balance shall be determined during this process.

Status: This is performed as part of the budget process.

Research – Other Entities
Cape Coral

General Fund	FY 2023 Actual	FY 2024 Adopted	FY 2024 Estimated	FY 2025 Adopted	FY 2026 Forecast	FY 2027 Forecast
Appropriations	$ 299,010,518	$ 223,745,714	$ 271,567,266	$ 258,485,438	$ 249,183,902	$ 261,822,974
Unassigned Reserves	-	4,523,592	4,311,661	-	-	-
Total	$ 299,010,518	$ 228,269,306	$ 275,878,927	$ 258,485,438	$ 249,183,902	$ 261,822,974
Budget Stabilization Reserve	-	-	-	58,159,224	58,142,910	63,273,885
Month Operating	$ 24,917,543	$ 19,022,442	$ 22,989,911	$ 21,540,453	$ 20,765,325	$ 21,818,581
# of Months of Reserves	2.5	2.6	2.6	2.7	2.8	2.9
% of Expenditures	21%	22%	22%	23%	23%	24%

Research – Other Entities
City of Sarasota

The City's reserve policy states the City will establish an unassigned fund balance in the General Fund for emergency purposes and/or liquidity purposes of 2 to 3 months (17%-25%) of General Fund expenditures to indicate that it is in sound financial condition. The budget strictly adheres to this policy. The FY 2024-25 budget projects an ending unassigned fund balance of $28,772,761 or 26.9% of expenditures. In addition to unassigned fund balance, $2,891,628 of fund balance is assigned as revenue stabilization funds. These two fund designations assigned and unassigned are considered "unrestricted" fund balance. Unrestricted fund balance for fiscal year end 2025 is projected at 29.6%

Research – Other Entities
City of Sarasota

Fund Balance and Reserve Policies

- The City will establish an unassigned fund balance in the General Fund for emergency purposes and/or liquidity purposes of 2 to 3 months of general fund expenditures to indicate that it is in sound financial condition.
- A revenue stabilization fund will be established to minimize the impact of varying economic conditions on the City's budget.
- The City will establish insurance reserves for self-insurance liabilities. Such reserves will be reviewed annually for adequacy.
- Unassigned fund balance will only be used for expenditures that are either non-recurring in nature or that have a benefit period longer than one operating period. City Commission approval is necessary for this type of expenditure.
- All fund balances for budgeted funds will be presented in the annual budget.

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

REGULAR AGENDA

Title: Public Parking

Funds:

Recommended Action: Council direction

Summary: Presenting public parking information.

Department/Division: Urban Design

EXHIBITS:

1. Presentation

Parking in Punta Gorda



City Council
November 19, 2025
Urban Design Department

Punta Gorda



Parking Study Area

Punta Gorda



Public and Private Parking within the City

- Public Parking Available
- Private Parking Available

Punta Gorda



Public Parking Sites

Approximately

1,444 Parking Spaces
49 Handicap Parking

Punta Gorda

Other Municipal Parking Practices

	Types of Parking Provided		
Municipality	Parking Fees	Parking Permit	Free Parking
Charlotte County			X
City of North Port			X
City of Fort Myers	X		X
City of Naples	X		X
City of Venice			X
City of Sanibel	X	X	
Town of Fort Myers Beach	X		
City of Sarasota	X		X
City of Tampa	X		X
City of Orlando	X		X
City of Fort Lauderdale	X	X	

Punta Gorda

Collections & Enforcement

- Who will be in charge of collecting the money paid for parking?

Existing Department

How will this fit in with existing duties?

How many people will need to be added?

New Department

What other duties will be included?

How many people will make up the department?

Cost-Benefit Analysis

Punta Gorda

Options

"Valet" approach: Sub-contracted 3rd party citywide valet service

Zoning Changes: Allow "parking" as a primary use in the downtown area

Wayfinding Signs: Provide wayfinding signs to advertise available parking areas

Punta Gorda

Considerations

Parking Demands: There is an inconsistent demand for parking during and average day. Herald Court Garage is centrally located within the city, yet it is significantly underutilized.

Parking Agreements: Would need to be reviewed and regulated by staff.

Fee Collection: Once paid parking fees are collected it becomes proprietary function and may expose the city to more liability

Punta Gorda

Immediate Consideration



Punta Gorda

Thank You



Punta Gorda

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

BOARDS / COMMITTEE

Title: Coastal and Heartland National Estuary Partnership (CHNEP) Technical Advisory Committee (TAC) Designee

Funds:

Recommended Action: Appointment of CHNEP TAC designee.

Summary: The City of Punta Gorda currently does not have a designated representative on the Coastal and Heartland National Estuary Partnership (CHNEP) Technical Advisory Committee (TAC). This appointment supports City policy to "support the recommendations of the Coastal and Heartland National Estuary Partnership's Comprehensive Conservation and Management Plan" (Policy 2A.1.2.9, City of Punta Gorda Comprehensive Plan 2045).
The City's designee to the TAC will be responsible for attending committee meetings and gathering information on regional scientific research, restoration efforts, and resource management initiatives relevant to Punta Gorda and the surrounding region.
The Urban Design Department recommends Daniela Carrasquillo, Planner I, for this appointment. Her professional experience with land development regulations, sponge city initiatives, and landscape design—along with her academic background in environmental urban design—make her well qualified to represent the City on the CHNEP Technical Advisory Committee.

Department/Division: Urban Design

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

BOARDS / COMMITTEE

Title: Coastal and Heartland National Estuary Partnership (CHNEP) Technical Advisory Committee (TAC) Back Up Designee

Funds:

Recommended Action: Appointment of CHNEP TAC backup designee.

Summary:

The City of Punta Gorda currently does not have a designated backup representative on the Coastal and Heartland National Estuary Partnership (CHNEP) Technical Advisory Committee (TAC). This appointment as back up designee supports City policy to "support the recommendations of the Coastal and Heartland National Estuary Partnership's Comprehensive Conservation and Management Plan" (Policy 2A.1.2.9, City of Punta Gorda Comprehensive Plan 2045).
The City's designee and back up designee to the TAC will be responsible for attending committee meetings and gathering information on regional scientific research, restoration efforts, and resource management initiatives relevant to Punta Gorda and the surrounding region.
The Urban Design Department recommends Adrianna Gehrke, for this appointment. Her professional experience in Planning and Zoning — along with her academic background in Urban Design and Sustainability —make her well qualified to represent the City on the CHNEP Technical Advisory Committee.

Department/Division: Urban Design

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

BOARDS / COMMITTEE

Title:	City Council Service Boards and Committees 2025-2026
Funds:	Not applicable.
Recommended Action:	For City Council discussion and action.
Summary:	During the annual City Council reorganization meeting, one of Council's discussions is to determine the annual service board assignments. Service boards are those boards which have either a long-standing relationship and/or long-standing request for Council representation, have a statutory or legislative requirement for Council participation, and/or are of significant importance to the City as a whole. Attached is a listing of those boards with a brief description. Councilmembers need to determine who will serve on each of the boards.
Department/Division:	City Clerk

EXHIBITS:

1. Council Service Board Descriptions

Charlotte County Airport Authority (Councilmember – non-voting board member)
Operates and manages the Punta Gorda Airport and surrounding commerce park.
Meetings held at the Charlotte County Airport Authority Board Meeting Room, 7375 Utilities Road, Building 313, Punta Gorda, FL.
Meetings scheduled for the third Thursday of each month, beginning at 9 a.m.

Charlotte County Veteran's Council (Councilmember or designee – non-voting associate member)
Supports organizations of the Council. Promotes Americanism and patriotism, cooperating with local authorities and other interested parties. Supports programs or events that serve the best interest of military veterans, their families, surviving spouses, and orphaned children. Collaborate with other agencies related to the welfare of veterans.
Meetings held at the Family Services Center, 21500 Gibralter Drive, Port Charlotte, FL 33952.
Meetings scheduled for the final Monday of each month, beginning at 11 a.m.

Charlotte Harbor Environmental Center - (Councilmember)
Promotes environmental education, recreation in Charlotte County, and environmental research. Discusses funding, budgeting, grant applications, and grants received as well as approves any new contracts, expenditures, and organization workings of CHEC. This is a not-for-profit organization.
Meetings held at 10941 Burnt Store Road, Admin Meeting Room, Punta Gorda, FL 33955.
Meetings scheduled for: January 21, 2025; March 4, 2025; May 6, 2025; July 1, 2025; September 2, 2025; November 4, 2025. Meetings begin at 4:30 p.m.

Coastal & Heartland National Estuary Partnership – Policy Committee - (Councilmember)
Federally funded Enivornmental Protection Agency project. Establishes general policy for the Partnership and has ultimate authority in program administration. Appoints members to other Partnership Committees and approves the budget.
Meetings held at Centennial Park, 1185 Centennial Boulevard, Port Charlotte, FL 33953.
Meetings scheduled for: January 23, 2025; May 22, 2025; September 18, 2025, beginning at 9 a.m.

Community Action Agency Advisory Board – (Councilmember or designee)
Develops and recommends policies to better serve the low-income residents of Charlotte County.
Family Services Center, 21500 Gibralter Drive, Port Charlotte, FL 33952.
Meetings scheduled for the fourth Thursday of January, April, July, October, beginning at 1:00 p.m.

Drug Free Punta Gorda (Councilmember - liaison only)
Promotes awareness, knowledge, and skills to establish and advance health and drug-free choices among the community's youth.
Meetings held at the Drug Free Punta Gorda office, second gated entrance on the right on Indian Creek Lane behind East Elementary School, which is located at 27050 Fairway Dr, Punta Gorda, FL 33982.
Meetings scheduled as called.

Metropolitan Planning Organization - (Elected official)
Primary agency responsible for transportation planning in Charlotte County.
Meetings generally held at the Charlotte County Administration Center, 18500 Murdock Circle, Room 119, Port Charlotte, FL, 33948.
Meetings scheduled for: January 27, 2025; February 14, 2025; March 17, 2025; May 19, 2025; August 4, 2025; October 2, 2025*; December 15, 2025. Meetings begin at 2 p.m. except the starred meeting begins at 9:30 a.m.

Punta Gorda Housing Authority - (Councilmember – non-voting board member)
Establishes policies and goals for the housing program and monitors the overall operation of the Authority.
Meetings held at the Punta Gorda Housing Authority offices at 340 Gulf Breeze Ave, Punta Gorda, FL 33950.
Meetings scheduled for the third Thursday of each month, beginning at 8:30 a.m.

Southwest Florida League of Cities - (Elected or appointed official)
Studies municipal issues and promotes improvement of municipal government and efficient administration. Provides mutual assistance in the solution of municipal problems. Promotes communications and the exchange of ideas and experience in successful methods of local administration. Strives to create greater civic consciousness among citizens and to encourage and work for the welfare of the municipalities of Southwest Florida.
Meetings held at the Doubletree by Hilton at Bell Tower Shops, 13051 Bell Tower Drive, Fort Myers, FL 33907.
Meetings scheduled for the third Thursday of each month, beginning at 11:30 am.

Southwest Florida Regional Planning Council (Elected official)
Local planning council encompassing the counties of Charlotte, Collier, Glades, Hendry, Lee, and Sarasota, including one municipal representative for each county. Protects and improves the unique and relatively unspoiled character of the region's physical, economic, and social environment for the benefit of future generations.
Meetings held at the South Florida Water Management District Office, 2301 McGregor Boulevard, Fort Myers, FL 33901.
Meetings scheduled for the third Thursday of each month, beginning at 9 a.m. or 10 a.m.

Tourist Development Council - (2 elected officials per Florida Statute)
Works to promote tourism in Charlotte County.
Meetings held at the Charlotte County Administration Center, 18500 Murdock Circle, Room B-106, Port Charlotte, FL, 33948.
Meetings scheduled for the second or third Friday of February, April, June, August, October, and December, beginning at

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

BOARDS / COMMITTEE

Title:	**Announcement of Vacancies:** Code Enforcement Board (1 alternate)
Funds:	Not applicable.
Recommended Action:	Staff recommends City Council announce the vacancies.
Summary:	Mr. Ronald Muschong was recently appointed to a regular seat, thereby creating a vacancy for an unexpired alternate term until August 6, 2027. **Code Enforcement Board** – Meets monthly on the 4th Wednesday 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 and decides alleged violations of the City Code of Ordinances.
Department/Division:	City Clerk

EXHIBITS:

1. Code Enforcement Board

Chapter 9A. CODE ENFORCEMENT

*Editor's Note-- Ord. No. 1774-13, <sec> 1, adopted November 20, 2013 created a new Chapter 9A and reflects the transfer of the provisions for Public Nuisances from Chapter 10 into the new Chapter 9A.

ARTICLE I

GENERAL

Section 9A-1. Title

This Chapter shall be known as the "City of Punta Gorda Enforcement Code".

Section 9A-2. Intent

(a) It is the intent of this Chapter to promote, protect, and improve the health, safety, and welfare of the citizens of the City of Punta Gorda, Florida by providing for the enforcement of all codes and ordinances in effect in the City of Punta Gorda where a pending or repeated violation continues to exist, through the issuance of enforceable orders, the imposition of administrative fines, and the imposition of noncriminal penalties, in an equitable, expeditious, effective, and inexpensive method of achieving full compliance. The purpose of this Chapter is to help ensure that all persons and properties within the City of Punta Gorda stay in compliance with all codes and ordinances adopted by the City.

(b) The provisions of this Chapter are intended to be complementary and supplementary to the provisions of Chapter 162, Florida Statutes (2013) as the same may, from time to time be amended, and all other provisions of State law providing for the enforcement of municipal codes and ordinances.

Section 9A-3. Definitions

For this Chapter, the following terms shall have the meanings set forth in this Section unless the context clearly indicates otherwise.

Board means the City of Punta Gorda Code Enforcement Board.

Board Attorney means the member of the Florida Bar appointed by the City Council to be the legal advisor to the Board. The City Attorney may serve as the Board Attorney or as the Prosecutor, but may not serve in both capacities at the same time.

City means the City of Punta Gorda, Florida or the City Council thereof, as the context requires.

Clerk means the City Clerk of the City of Punta Gorda, Florida, or such other person designated by the City Manager to serve in that capacity on behalf of the Code Enforcement Board.

Code Compliance Officer means any designated employee or agent of the City of Punta Gorda, Florida whose duty it is to assure compliance with, and to seek enforcement of, violations of the Codes and ordinances enacted by the City. Employees or agents who may be designated by the City Manager as Code Compliance Officers for purposes of this Chapter may include, but are not limited to, code inspectors, law enforcement officers, building inspectors, or fire safety inspectors.

Code means the Punta Gorda Code, and any ordinance of the City of Punta Gorda, Florida, as the same exist on the effective date of this Chapter, and as the same may be amended from time to time.

Person means an individual, association, firm, partnership, corporation, trust, or other legal entity.

Prosecutor means the City Attorney representing the City of Punta Gorda in Code Enforcement proceedings before the Board and any appeals taken as a consequence of Board action.

Repeat Violation means a violation of a provision of a Code by a person who has previously been found, by the Code Enforcement Board, or any other quasi-judicial process, or any judicial process, to have violated the same Code provision within five years prior to the subject violation, whether or not such violations occur at the same locations.

Respondent means the person alleged to have committed a Code violation.

Violator means the person whose acts or omissions caused a violation of the Punta Gorda Code and includes the person owning, occupying, or controlling the property on which a Code violation has occurred or remains uncorrected. The term also includes the owner of record of real property, occupant, lessee, or interested holder in same, as the case may be and includes every person, entity or service company, who alone or severally with others: (a) has legal or equitable title to any dwelling, dwelling unit, mobile dwelling unit, building, structure or parcel of land; or (b) has care, charge or control of any dwelling, dwelling unit, mobile dwelling unit, building, structure or parcel of land, in any capacity including but not limited to agent, executor, executrix, administrator, administratrix, trustee or guardian of the estate of the holder of legal title; or (c) is a mortgagee in possession of any dwelling, dwelling unit, mobile dwelling unit, building, structure or parcel of land; or (d) is an agent, trustee or other person appointed by the courts and vested with possession or control of any dwelling, dwelling unit, mobile dwelling unit, building, structure or parcel of land. The term does not apply to governmental agencies.

ARTICLE II

CODE ENFORCEMENT BOARD

Section 9A-4. Appointment, Term, Qualifications, Composition, Organization

(a) Appointment. The City Council shall appoint a seven-member Code Enforcement Board, and two (2) alternates to serve in the absence of a board member (or two (2) members) at a meeting.

(b) Composition. Members of the Code Enforcement Board shall be residents of the City of Punta Gorda. Appointments shall be made by the City Council on the basis of experience or interest in the subject matter jurisdiction of the Code Enforcement Board. The membership of the Code Enforcement Board, whenever possible, shall include an architect, a businessperson, an engineer, a general contractor, a subcontractor, and a realtor.

(c) Terms; filling of vacancies. All Code Enforcement Board member appointments shall be for a term of three years, except that any initial appointment to fill a vacancy for an unexpired term of office shall be for the remainder of the unexpired term. All appointments after the initial appointment shall be made for a term of three years, appointees to be eligible for two additional terms.

Members who fail to attend three meetings in a twelve month period shall automatically forfeit appointment and the City Council shall promptly fill such vacancy. Any member with extenuating circumstances shall present same to the City Clerk for consideration by City Council. Members are required to notify the City Clerk's Office in advance of the meeting of any absence. Chairmen shall also be subject to the same rule and shall notify the City Clerk's Office of intended absences from scheduled meetings. Members shall serve at the pleasure of the City Council.

(d) Officers; quorum; compensation. The members of the Code Enforcement Board shall elect a Chairman and Vice-chairman. The presence of four (4) or more members shall constitute a quorum of the Code Enforcement Board. Members shall serve without compensation, but may be reimbursed for such travel, mileage and per diem expenses as may be authorized by the City Council.

{Ord. No. 1812-15, <sec> 1, 03-04-2015}

Section 9A-5. Powers and Duties of the Code Enforcement Board

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.

Section 9A-6. Enforcement Procedure

(a) Only a Code Compliance Officer may initiate enforcement proceedings to remedy a violation of any Code.

(b) Except as provided in subsections (c) and (d) herein, if a violation of any Code is found, the Code Compliance Officer shall issue a Notice of Violation to the violator in accordance with the notice provisions of this Chapter, notifying the violator of the provisions of the Code alleged to have been violated and giving him or her a reasonable time to correct the violation(s). Should the violation(s) continue beyond the time specified for correction, the Code Compliance Officer shall prepare an Affidavit of Violation and provide said Affidavit to the Clerk who shall serve the Affidavit together with a Notice of Mandatory Hearing upon the violator pursuant to the notice provisions of this Chapter. The Notice of Mandatory Hearing shall specify the date and location of the hearing before the Code Enforcement Board. If the violation is corrected and then recurs, or if the violation has been corrected prior to the scheduled Code Enforcement Board hearing, the case may nevertheless be presented for a finding of a violation and the issuance of a "cease and desist" order. The Notice of Violation shall so state.

(c) If a repeat violation is found, the Code Compliance Officer shall prepare an Affidavit of Violation and provide said Affidavit to the Clerk who shall serve the Affidavit together with a Notice of Mandatory Hearing upon the violator pursuant to the notice provisions of this Chapter. It shall not be necessary to give the violator a reasonable time to correct the repeat violation. The case may be presented to the Code Enforcement Board even if the repeat violation has been corrected. The Notice of Mandatory Hearing shall so state.

(d) If the Code Compliance Officer has reason to believe a violation or condition causing the violation presents a serious threat to the public health, safety, and welfare, or if the violation is irreparable or irreversible in nature, the Code Compliance Officer shall prepare an Affidavit of Violation and make a reasonable effort to serve said Affidavit upon the violator. The Code Compliance Officer may immediately provide said Affidavit of Violation to the Clerk who shall serve the Notice of Violation together with a Notice of Mandatory Hearing upon the violator pursuant to the notice provisions of this Chapter. The Notice of Mandatory Hearing shall specify the date and location of the hearing before the Code Enforcement Board. If necessary, an emergency hearing before the Code Enforcement Board may be scheduled.

(e) If the owner of the property that is the subject of an enforcement proceeding before the Code Enforcement Board transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:

1. Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee;

2. Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the owner;

3. Disclose, in writing, to the prospective transferee that the transferee, as the new owner, will be responsible for compliance with the applicable code provisions which are the subject of the pending proceeding, and with any orders issued in the code enforcement proceeding;

4. File a notice with the Code Compliance Officer of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within 5 days after the date of the transfer.

It shall be a violation of this Chapter for the owner of the property that is the subject of an enforcement proceeding before the Code Enforcement Board to fail to comply with the requirements of this subsection. Pursuant to Section 162.06, Florida Statutes, a failure to make the disclosures described in this subsection before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is held. The City may proceed against both the owner who was responsible for the violation and the new owner.

Section 9A-7. Conduct of Hearing

(a) The Code Enforcement Board shall meet on a regular schedule as set by the City Council, or at such other times upon request of a Code Compliance Officer. The chairman of the Code Enforcement Board may call a hearing of the Code Enforcement Board, and hearings may also be called by written notice signed by at least three (3) members of the Code Enforcement Board. The City Council shall provide clerical and administrative personnel as may be reasonably required by the Code Enforcement Board for the proper performance of its duties.

(b) Minutes shall be kept by the Clerk of all hearings of the Code Enforcement Board and all proceedings shall be electronically recorded. It shall not be necessary for the Clerk to prepare a verbatim transcript of the proceedings. All hearings and proceedings shall be open to the public, however, only parties and their witnesses shall have a right to testify.

(c) Each case before the Code Enforcement Board shall be presented by the Prosecutor or by Code Compliance Officers.

(d) Upon the request of the Chairman of the Code Enforcement Board, an attorney shall attend a Code Enforcement Board hearing to serve in the capacity as the Board Attorney.

(e) The Code Enforcement Board shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The Code Enforcement Board shall take testimony from the Code Compliance Officer, the alleged violator, and any witnesses presented by either party. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.

(f) At the commencement of the proceedings, the Respondent shall be asked whether he/she pleads guilty or not guilty. If the Respondent pleads guilty, then the Code Enforcement Board shall only consider evidence and testimony to determine the appropriate action to be taken as a consequence of the admitted violation. If the Respondent pleads not guilty, then the order of presentation shall be as follows:

1. The Code Compliance Officer, with the assistance of the Prosecutor, shall present the City's case-in-chief, including direct testimony of all of the City's witnesses, the opportunity for the Respondent to cross-examine each of the City's witnesses, the re-direct examination of the City's witnesses, and the presentation of all documentary evidence.

2. Any member of the Code Enforcement Board may, through the Chairman, ask questions of any City witness.

3. The Respondent shall present his/her case-in-chief, including direct testimony of all of the Respondent's witnesses, the opportunity for the Respondent to cross-examine each of the City's witnesses, the re-direct examination of the City's witnesses, and the presentation of all documentary evidence.

4. Any member of the Code Enforcement Board may, through the Chairman, ask questions of any of the Respondent's witnesses.

5. The Code Compliance Officer, with the assistance of the Prosecutor may present any rebuttal, if necessary.

6. The Respondent may present a closing statement.

7. The Code Compliance Officer, with the assistance of the Prosecutor may present a closing statement.

(g) If the Respondent elects to be represented by legal counsel, a Notice of Appearance must be filed with the Clerk by the legal counsel no later than five (5) business days prior to the date of the hearing. If a Notice of Appearance is not timely filed and legal counsel for the Respondent appears at the hearing, the Prosecutor shall be granted a continuance upon request.

(h) Where all parties to the case agree to continuing the hearing, they shall provide written confirmation of their consent to the Clerk. Upon the Clerk's receipt of written confirmation of consent to the continuance of all parties, the Clerk shall reschedule the hearing for the next regularly scheduled hearing date or the hearing date requested by the parties pursuant to their agreement. If all the parties agree to the continuance, it shall not be necessary to also obtain the approval of the Code Enforcement Board. In those cases where a continuance is sought by one party without the consent of the other party or parties to the case, the request for continuance shall be presented to the Code Enforcement Board on the date the hearing has been scheduled. After hearing argument from the parties, the Code Enforcement Board shall rule on whether a continuance should be granted, and if so, to what date.

(i) At the conclusion of the hearing, the Code Enforcement Board shall issue findings of fact, based on competent, substantial evidence of record, and conclusions of law, and shall issue an order affording the proper relief consistent with the powers granted by this Chapter. The finding shall be by motion approved by a majority of those members present and voting, except that at least four members must vote in order for the action to be official. The order may include a notice that it must be complied with by a specified date and that a fine may be imposed.

If the violation is of the type described in Section 9A-6(d) of this Chapter, the Code Enforcement Board shall authorize the City Council to take all necessary actions to correct the violation if the violator fails to do so by the date set by the Code Enforcement Board. The City's cost of repairs to correct the violation may be included along with the fine determined by the Code Enforcement Board, if the violation is not corrected by the time set by the Code Enforcement Board.

If the violation is of the type described in Section 9A-6(d) of this Chapter, and if the City is required to correct the violation before a hearing can be convened before the Code Enforcement Board, the Code Enforcement Board may ratify the actions taken by the City to take all necessary actions to correct the violation, and the City's cost of repairs to correct the violation may be included along with the fine determined by the Code Enforcement Board.

(j) If the City prevails in prosecuting a case before the Code Enforcement Board, it shall be entitled to recover all costs incurred in prosecuting the case before the Code Enforcement Board, and such costs may be included in the lien authorized by this Chapter. The Code Enforcement Board's order shall include all costs permitted to be recovered under the law.

(k) A certified copy of the Code Enforcement Board's order may be recorded in the public records of Charlotte County, Florida and if so recorded, shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns. A certified copy of the Code Enforcement Board's order may also be recorded in the public records of any county where the violator has any real or personal property. If a recorded order

is complied with by the date specified in the order, the Clerk, on behalf of the Code Enforcement Board, shall issue an order acknowledging compliance that shall be recorded in the public records where the initial order was recorded.

(l) A copy of all orders issued by the Code Enforcement Board shall be filed with the Clerk promptly after issuance and shall be deemed rendered upon the date of said filing. A copy of all such orders shall be personally served on the violator, or on the violator's legal counsel, or by certified mail to the violator within ten (10) days following the date the order is rendered.

{Ord. No. 1803-14; <sec> 3, 12-17-2014}

Section 9A-8. Administrative Fines, Costs of Repair, and Liens

(a) When a Code Compliance Officer determines that an order of the Code Enforcement Board has not been complied with by the set time, or upon a finding that a repeat violation has been committed, the Code Compliance Officer shall prepare an Affidavit of Violation and provide said Affidavit to the Clerk who shall serve the Affidavit together with a Notice of Mandatory Penalty Hearing upon the violator pursuant to the notice provisions of this Chapter. The Notice of Mandatory Penalty Hearing shall specify the date and location of the hearing before the Code Enforcement Board.

(b) At the penalty hearing, upon a finding of non-compliance with an order of the Code Enforcement Board, the Code Enforcement Board may impose a fine for each day of non-compliance with the Board's order. In the event of a repeat violation, the Code Enforcement Board may impose a fine for each day the repeat violation was found to exist.

(c) If a penalty hearing is held, testimony shall be limited to the issue of compliance with the Code Enforcement Board's initial order. No new evidence as to whether there was a violation in the first instance shall be allowed.

(d) If the violation is of the type described in Section 9A-6(d) of this Chapter, the Code Enforcement Board shall authorize the City Council to make all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable cost of the repairs along with the fine imposed pursuant to this Section. Making such repairs does not create a continuing obligation on the part of the City to make further repairs or to maintain the property and does not create any liability against the City for any damages to the property if such repairs were completed in good faith.

(e) A fine imposed pursuant to this Chapter shall not exceed $250.00 per day for a first violation and shall not exceed $500.00 per day for a repeat violation, and, in addition, shall include all costs allowed to be recovered pursuant to this Chapter.

(f) If the Code Enforcement Board finds the violation to be irreparable or reversible in nature, it may impose a fine not to exceed $5,000.00 per violation, in addition to all costs allowed to be recovered pursuant to this Chapter.

(g) In determining the amount of any fine, the Code Enforcement Board shall consider the following factors: the gravity of the violation, any actions taken by the violator to correct the violation, and any previous violations committed by the violator.

(h) The Code Enforcement Board shall reserve jurisdiction to reduce any fine it has imposed upon a violator pursuant to this Chapter. Prior to consideration of any such request for a fine reduction, the violator must be in full compliance with any order issued by the Code Enforcement Board.

(i) A certified copy of the Code Enforcement Board's order may be recorded in the public records of Charlotte County, Florida and any other county wherein the violator owns any real or personal property. Upon recording, the order shall constitute a lien against the land on which the violation occurred and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this State, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes.

(j) A fine imposed pursuant to this Chapter shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to this Chapter, whichever occurs first. A lien arising from a fine imposed pursuant to this Chapter runs in favor of the City. The City may execute a satisfaction or release of lien entered pursuant to this Chapter.

(k) After three (3) months from the filing of any lien which remains unpaid, the Code Enforcement Board, with the consent of the City, may authorize the City Attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this Chapter may be foreclosed on real property which is a homestead under Article X, Section 4, Florida Constitution. The money judgment provisions of this Chapter shall not apply to real property or personal property which is covered under Article X, Section 4(a), Florida Constitution.

(l) No lien created under this Chapter shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless within that time an action is commenced pursuant to this Chapter in a court of competent jurisdiction. In an action to foreclose on a lien or for a money judgment, the prevailing party is entitled to recover all costs, including reasonable attorney's fees that it incurs in the action. The City shall be entitled to collect all costs incurred in recording and satisfying a valid lien. The continuation of the lien affected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

{*Ord. No. 1855-16, <sec> 1, 08-31-2016*}

Section 9A-9. Notices

(a) All notices required by this Chapter must be provided to the alleged violator by:

1. Certified mail, and at the option of the City return receipt requested, to the address listed in the Charlotte County Tax Collector's office for tax notices or to the address listed in the Charlotte County Property Appraiser's database. The City may also provide an additional notice to any other address it may find for the property owner. For property owned by a corporation, notices may be provided by certified mail to the registered agent of the corporation. If any notice sent by certified mail is not signed as received within 30 days after the postmarked date of mailing, notice may be provided by posting as described in this Section;

2. Hand delivery by the sheriff or other law enforcement officer, Code Compliance Officer, or other person designated by the City;

3. Leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; or

4. In the case of commercial premises, leaving the notice with the manager or other person in charge.

(b) In addition to providing notice as set forth in subsection (a), at the option of the Code Enforcement Board or the City, notice may be served by publication or posting, as follows:

1. Such notice shall be published once during each week for 4 consecutive weeks (four publications being sufficient) in a newspaper of general circulation in Charlotte County, Florida. The newspaper shall meet such requirements as are prescribed under Chapter 50, Florida Statutes for legal and other advertisements, as the same may from time to time be amended.

2. Proof of publication shall be made as provided in Sections 50.041 and 50.051, Florida Statutes, as the same may from time to time be amended.

3. In lieu of publication, such notice may be posted at least 10 days prior to the Code Enforcement Board hearing, or prior to the expiration of any deadline contained in the notice, in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at the City Hall.

4. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.

5. Notice by publication or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or mail as required under subsection (a), herein.

(c) Evidence that an attempt has been made to hand deliver or mail notice as provided in subsection (a), herein, together with proof of publication or posting

as provided in subsection (b), herein, shall be sufficient to show that the notice requirements of this Section have been met, without regard to whether or not the alleged violator actually received such notice.

{Ord. No. 1803-14, <sec> 4, 12-17-2014}

Section 9A-10. Citations

(a) In addition to the enforcement procedures provided in Section 9A-6 of this Chapter, a Code Compliance Officer is authorized to issue a citation to a violator when, based upon personal investigation, the Code Compliance Officer has reasonable cause to believe that the violator has committed a violation of any Code. Citations shall be issued only when the Code Compliance Officer has determined that the violation presents a serious threat to the public health, safety or welfare, or if the violation is irreparable or irreversible, i.e., has already taken place and that it would serve no useful purpose in presenting the case to the Code Enforcement Board to seek compliance.

(b) A citation issued by a Code Compliance Officer shall be in a form prescribed by the City which, at a minimum, shall contain:

1. The date and time of issuance;
2. The name and address of the person to whom the citation is issued;
3. The date and time the Code violation was committed;
4. The facts constituting the Code violation;
5. The number or section of the Code alleged to be violated;
6. The name and authority of the Code Compliance Officer;
7. The applicable fine to be paid if the violator elects not to contest the citation;
8. The applicable fine which may be assessed should the violator elect to contest the citation and be found by the Code Enforcement Board to have committed the violation;
9. The procedure for paying the applicable fine;
10. The procedure for contesting the citation to the Code Enforcement Board; and
11. A conspicuous statement that if the person fails to pay the fine within the time allowed, or fails to timely contest the citation, he/she shall be deemed to have waived his/her right to contest the citation and that, in such case, will be deemed to be in violation of this Chapter whereupon the Code Enforcement Board may impose a fine against the violator up to the maximum fine.

(c) Unless otherwise expressly prescribed in the City's Code, the fine for a first offense of a violation to be enforced by means of a citation shall be $25.00; the fine for a second offense shall be $100.00; and all additional offenses shall be $250.00 per offense. Code Compliance Officers shall have the discretion to issue a written warning instead of a citation for a first offense.

(d) A violator issued a citation shall pay the applicable fine to the City Clerk or shall file a written notification with the Code Compliance Division of the violator's intent to contest the citation within ten (10) days of the issuance of the citation.

(e) If a violator elects to contest a citation to the Code Enforcement Board, the City shall serve a Mandatory Notice of Hearing Notice upon the violator pursuant to the notice provisions of this Chapter. The Notice of Mandatory Hearing shall specify the date and location of the hearing before the Code Enforcement Board.

(f) The hearing before the Code Enforcement Board shall be conducted as provided in Section 9A-7 of this Chapter.

(g) If the violator elects to contest a citation, the violator will be deemed to have waived his/her right to pay the fine assessed on the citation. Upon the finding of a violation, the Code Enforcement Board may assess the fines and costs provided in Section 9A-8 of this Chapter.

(h) If the violator fails to pay the fine within the time allowed, or fails to timely contest the citation, he/she shall be deemed to have waived his/her right to contest the citation and that, in such case, will be deemed to be in violation of this Chapter and the Code Enforcement Board may impose a fine against the violator up to the maximum fine.

Section 9A-11. Appeals

An aggrieved party, including the City, may appeal a final administrative order of the Code Enforcement Board to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the Code Enforcement Board. An appeal shall be filed within 30 days of the execution of the order to be appealed.

Section 9A-12. Alternative Enforcement Remedies

The provisions of this Chapter are intended to provide an additional or supplemental means of obtaining compliance with the City's Codes. Nothing contained herein shall prohibit the City from enforcing violations of its Codes by any other means authorized by law.

Section 9A-13. Fines for Citation Purposes

Except as otherwise provided in the Punta Gorda Code, the following fines shall be imposed if a Code Compliance Officer elects to enforce a Code violation by means of a citation pursuant to this Chapter. Each day a violation exists shall be considered a separate violation.

(a) PUBLIC WORKS DEPARTMENT.

Description of Violation and Associated Fine

1.	Any object/structure attached to or resting on/or		

	against the seawall is prohibited and shall be removed and seawall repaired; cleats specifically installed in the seawall cap prior to December 19, 1990 are exempt; however, use of cleats to tie a boat, regardless of date of installation, is prohibited		
		First Offense	$100.00
		Second Offense	$200.00
2.	Any (non-permittable) alteration to the seawall or structures in the waterways Is prohibited and shall be removed and/or repaired		
		First Offense	$100.00
		Second Offense	$200.00
3.	Use of any structures for the purpose of securing watercraft within six (6) feet landward of the seawall which cause damage to seawall tie-rods or deadmen or encroach into a drainage easement are prohibited.		
		First Offense	$100.00
		Second Offense	$200.00
4.	Improper maintenance/appearance of docks, piers, posts, pilings, bulkheads, boat lifts, etc., which may pose a hazard to safety or constitute visual blight is prohibited and shall be repaired and/or replaced.		
		First Offense	$100.00
		Second Offense	$200.00
5.	Any action or condition to impose a substantial hydrostatic force against a seawall such as improper routing of stormwater from roof drains, excessive watering of vegetation, backwashing/overflow drains from ponds, water filter/ softeners or any other device are prohibited and such condition shall be abated.		
		First Offense	$100.00
		Second Offense	$200.00
6.	Alterations, connections or additions to the City water, wastewater and stormwater systems, whether in the public right-of-way, on private property or within easement areas without a permit from the appropriate City department are prohibited and shall be abated.		
		First Offense	$100.00
		Second Offense	$200.00
7.	Tampering or interference with the City water, wastewater and/or storm water systems whether in		

	the public right-of-way, on private property or within easement areas is prohibited.		
		First Offense	$500.00
		Second Offense	$500.00
8.	Damage to the City's public transportation structures such as bridges, guardrails, handrails, sidewalks, street lights, etc., is prohibited.		
		First Offense	$100.00
		Second Offense	$200.00
9.	Damage to public or City-owned roadways such as deposits or spillage of substances which can deteriorate the pavement surface and also actions that physically alter the roadway such as holes, depressions, bumps, etc., in the road surface is prohibited		
		First Offense	$250.00
		Second Offense	$500.00
10.	Damage to or tampering with any landscaping, irrigation systems, or appurtenances in the public right-of-way, easement area, or City-owned property is prohibited.		
		First Offense	$100.00
		Second Offense	$200.00
11.	Alterations or damage to storm drainage systems such as curb and gutter inlets, catch basins, drainage and under drainage piping, headwalls, drainage swales, filters, retention area, etc., are prohibited.		
		First Offense	$100.00
		Second Offense	$200.00
12.	Improper maintenance of stormwater facilities.		
		First Offense	$100.00
		Second Offense	$200.00
13.	Placement of any object or structure in the public right-of- way or easement areas not permittable by the City engineering department which may pose a safety hazard or interfere with storm drainage or other utilities, to include, but not limited to mailbox supports, basketball assembly supports, curbing, sidewalks, and landscaping is prohibited		
		First Offense	$100.00
		Second Offense	$200.00
14.	Damage to or tampering with any traffic regulation,		

	signage, signals or pavement markings is prohibited.		
		First Offense	$500.00
		Second Offense	$500.00
15.	Any condition in violation of uses of water during water emergency within and without the City limits.		
		First Offense	$25.00
		Second Offense	$50.00
		Third Offense	$250.00
16.	Placement of any material or structure not permissible per City ordinances or rulings within twenty (20) feet landward of a canal seawall is prohibited and shall be removed.		
		First Offense	$100.00
		Second Offense	$200.00

(b) BUILDING DEPARTMENT.

Description of Violation and Associated Fine

1.	Failure to obtain a certificate of competency.	Fine	$150.00
2.	Hiring of an unlicensed contractor.	Fine	$150.00
3.	Willful and deliberate disregard or negligent violation of the City's Building Code or other City ordinances regulating building or construction	Fine	$150.00
4.	Failure to obtain a building permit.	Fine	$150.00
5.	Proceeding with work after a "stop work order" has been placed.	Fine	$150.00
6.	Failure to correct violations within a reasonable time period	Fine	$100.00
7.	Construction during prohibited hours.	First Offense	$250.00
		Second Offense	$500.00

(c) ZONING DIVISION.

Description of Violation and Associated Fine

1.	The keeping, storage, depositing or accumulation on the premises for an unreasonable period of time of any personal property, including but not limited to		

	abandoned, wrecked, dismantled or inoperative vehicles or watercraft, automotive parts and equipment, watercraft parts and equipment, appliances, furniture, containers, packing material, scrap metal, wood, building materials, junk, rubbish and debris which is within the view at ground level of persons on adjacent or nearby real property or the public right-of-way and which constitutes visual blight or reduces the aesthetic appearance of the neighborhood or is offensive to the senses or is detrimental to nearby property or property values is prohibited and shall be abated. Nothing contained herein shall preclude the use of aerial photographs as evidence in any enforcement proceeding to show the existence of a violation of this Article		
		First Offense	$100.00
		Second Offense	$200.00
2.	The keeping, storage, depositing or accumulation of dirt, sand, gravel, concrete and other similar materials for an unreasonable period of time which constitutes visual blight or reduces the aesthetic appearance of the neighborhood or is offensive to the senses or is detrimental to nearby property or property values is prohibited and shall be abated.		
		First Offense	$100.00
		Second Offense	$200.00
3.	The operation of a junk yard or automobile dismantling yard, except in zoning districts which allow such use by special exception is prohibited and shall be abated		
		First Offense	$100.00
		Second Offense	$200.00
4.	Any vehicle which is inoperative or unlicensed for a period of ten (10) days is prohibited on public or private property unless within a completely enclosed garage. This subsection does not apply to the Special Purpose (SP) district provided the site has a valid Local Business Tax Receipt which permits the on-site storage of such vehicles.		
		First Offense	$100.00
		Second Offense	$200.00
5.	Any watercraft which is inoperative, unregistered or appears to be in a state of decay and/or abandonment, as determined by the department head, shall be prohibited on any waterway, shore,		

	private and public property unless within a completely enclosed garage or building. This subsection does not apply to the Special Purpose (SP) district provided the site has a valid Local Business Tax Receipt which permits the on-site storage of such watercraft		
		First Offense	$100.00
		Second Offense	$200.00
6.	The placement or deposit of any effluvia, refuse, paint overspray or debris from sanding vessels over the water, or byproducts of decaying animal or vegetable matter, or the directing or routing of any stormwater from roof drains, pool water, water filter/softeners, or other water for fluid or other material in any of the canals, waterways, ditches, storm drains or water reservoirs in the City is considered a nuisance and may be ~~or~~ injurious or detrimental to the health, safety, and welfare of the community.		
		First Offense	$100.00
		Second Offense	$200.00
7.	Any dangerous, unsightly or blighted condition which is detrimental to the health, safety or welfare of the public		
		First Offense	$100.00
		Second Offense	$200.00
8.	Any condition in violation of the City of Punta Gorda Code not specifically listed herein.		
		First Offense	$100.00
		Second Offense	$200.00

(d) FIRE DEPARTMENT.

Description of Violation and Associated Fine

1.	Obstruction of fire hydrant and/or fire department connections.	First Offense	$100.00
		Second Offense	$200.00
2.	Parking in a Fire Lane.	First Offense	$100.00
		Second Offense	$200.00
3.	Locked or blocked exit.	First Offense	$100.00
		Second Offense	$200.00
4.	Failure to maintain exit lights	First Offense	$100.00

		Second Offense	$200.00
6.	Failure to maintain emergency lights.	First Offense	$100.00
		Second Offense	$200.00
7.	Failure to maintain fire alarm system.	First Offense	$100.00
		Second Offense	$200.00
8.	Failure to maintain stand pipe system.	First Offense	$100.00
		Second Offense	$200.00
9.	Failure to maintain fire sprinkler system.	First Offense	$100.00
		Second Offense	$200.00
10.	Failure to maintain fire extinguisher system.	First Offense	$100.00
		Second Offense	$200.00
11.	Failure to maintain portable fire extinguisher.	First Offense	$100.00
		Second Offense	$200.00
12.	Improper occupant load in place of assembly.	First Offense	$100.00
		Second Offense	$200.00
13.	Any condition in violation of the Life Safety Code, NFPA-101, as may be amended from time to time.	First Offense	$100.00
		Second Offense	$200.00

{*Ord. No. 1774-13, <sec> 2, 11-20-2013; Ord. No. 1833-15, <sec> 1, 12-02-2015*}

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

BOARDS / COMMITTEE

Title:	**Nominations:** Burnt Store Isles Canal Advisory Committee (2 regular)
Funds:	Not applicable.
Recommended Action:	Staff recommends City Council nominate all interested parties.
Summary:	Ian Milne and Rick Daugherty's second terms on the Burnt Store Isles Canal Advisory Committee will expire on November 15, 2025. They have indicated they do not desire to seek reappointment. The appointments will be for the three-year terms until November 15, 2028. Lee Brandt, William Drummond, and Donald Sedberry have expressed an interest in serving and are eligible to do so. **Burnt Store Isles Canal Advisory Committee (BSI CAC)** – Meets monthly on the second Tuesday at 1:30 p.m. in City Council Chambers. Must be resident of Burnt Store Isles Canal Maintenance Assessment District. Five-member board. Three-year terms. Maximum of three terms. Financial disclosure required. Makes recommendations to City Council on effective maintenance of existing canals, waterways and navigable channels within the district, together with the maintenance and reconstruction of seawalls. Holds public hearings and makes final decision on petitions for Canal Construction Special Permits.
Department/Division:	City Clerk

EXHIBITS:

1. Burnt Store Isles Canal Advisory Committee
2. Brandt Application
3. Drummond Application
4. Sedberry Application

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.

Overview

Size 5 Seats

Term Length 3 Years

Term Limit 3 Terms

Contact

Name Marc Storm

Email MStorm@cityofpuntagordafl.com

Phone n/a

Additional

Documents for New Appointees

2025_Form_1F_Instructions.pdf
2024_Form_1_Instructions.pdf
Board_Member_Handbook.pdf
2024-government-in-the-sunshine-manual.pdf
Burnt_Store_Isles_Canal_Advisory_Committee_Bylaws_-_Final.pdf
BSI_CAC_Quasi-Judicial_Proceedings_Training_Presentation_-_Copy.pdf

Meetings

Regular meetings of the Burnt Store Isles Canal Advisory Committee shall be temporarily held in the Military Heritage Museum, 900 West Marion Avenue, Punta Gorda, Florida, at 1:30 p.m., the second Tuesday of each month, unless noticed otherwise. Meeting dates may be changed or cancelled by staff or by consensus of the Committee during a public meeting. Members shall be notified immediately of any meeting date changes made by staff. Special meetings and/or workshops may be held at the call of staff, the Chair or, in his/her absence, the Vice Chair. All meetings shall be open to the public.

Duties

The Burnt Store Isles Canal Advisory Committee shall have no authority other than as stipulated by the Bylaws and approved by the City Council. The Committee may: A. Make recommendations to the City Council on: 1. The effective maintenance of existing canals, waterways and navigable channels, including the Burnt Store Isles boat lock, within the district together with the maintenance and reconstruction of bulkheads and retaining walls. 2. The adoption of construction standards for seawalls, docks, davits, boat lifts and associated pilings. 3. The proposed fiscal year operational budget, sources of revenue and any other expenditure of funds for the district. 4. Proposed ordinances or resolutions pertaining to district operations. 5. Requests to include lands not currently included within the district. 6. Requests for variances located on land abutting and lying within six feet of the seawall. B. Review and consider comments and concerns from residents related but not limited to enforcement issues such as excessive boat speeds, excessive wake, anchoring in navigable channels, illegal netting, operation of boats without lighting and interference with navigation in order to make recommendations and/or forward to the applicable City enforcement department. C. Decide on petitions for variances to the provisions of Punta Gorda Code Chapter 6, Article 2, Section 2-1.

Application Form

Introductory Information

Public Record Acknowledgement

I acknowledge that my application and any attachments, including my resume, will become public record pursuant to Florida Statutes. I further acknowledge it is my responsibility to inform the City Clerk's Office if any of my personal identifying information qualifies for exemption from public disclosure.

☑ I Agree

Profile

Lee
First Name

Brandt
Last Name

labrandt1@verizon.net
Email Address

669 Macedonia Dr
Home Address

Punta Gorda
City

FL
State

33950
Postal Code

Do you reside within the incorporated City limits of Punta Gorda?

◉ Yes ○ No

Are you a full-time resident of the City?

◉ Yes ○ No

Brandt_Resume_2025.docx
Upload a Resume

Why are you interested in serving on a board or commission?

I live on the perimeter canal and am an avid boater. I also like to be involved in the community.

Which Boards would you like to apply for?

Burnt Store Isles Canal Advisory Committee: Submitted

Question applies to multiple boards

Financial Disclosure Acknowledgement

If I am appointed to a board requiring financial disclosure, I agree to file the Form 1 Financial Disclosure and Form 1F Final Statement via the Florida Commission on Ethics online portal within the required timeframes.

☑ I Agree

Bylaws/Ordinances

I have reviewed the governing document(s) for the board(s) to which I am applying and understand what my role as a member will be, and I have the necessary time to devote to serving on the board(s) to which I am applying.

☑ I Agree

Compliance with Laws

I will comply with all applicable laws including, but not limited to, Florida's Public Records Law (Florida Statutes Chapter 119) and the Sunshine Law (Florida Statutes Section 286.011). I will review materials supplied on these subjects by the City Clerk's Office.

☑ I Agree

Question applies to Burnt Store Isles Canal Advisory Committee

I am a resident of the Burnt Store Isles Canal Maintenance Assessment District.

◉ Yes ○ No

Have you served on a City of Punta Gorda Board previously?

○ Yes ◉ No

Are you currently serving on a City Board?

○ Yes ◉ No

Are you a graduate of the Punta Gorda Citizens' Academy?

○ Yes ◉ No

Concluding Information

Lee Brandt

669 Macedonia Dr., Punta Gorda, FL 33950 • (610) 513-2881 • labrandt1@verizon.net

Work Experience

OCT 2015 – MARCH 2018
Site Supervisor | Science Applications International Corp. | Philadelphia, PA

Responsible for all aspects of the training program administration, including communication with FAA and contract staff, contract execution, resource supervision, financial management, and training plan development for a seven facility District.

JANUARY 2008 – SEPTEMBER 2015
Contract Training Instructor | Raytheon / Washington Consulting Group | Philadelphia, PA

Responsible for the conduct and administration of various classroom and simulation courses to be conducted at FAA s Field sites. Created and updated training materials. Programmed and operated training simulators.

NOVEMBER 1982 – JANUARY 2008
Air Traffic Controller | Federal Aviation Administration | Philadelphia, PA

Responsible for the safe, orderly and expeditious movement of air traffic.

Education

DECEMBER 2007
Bachelor of Science Business Management | Strayer University | Springfield, PA

Recent Activities

Treasurer, Burnt Store Isles Assn.; 2021/2025.

Treasurer, Punta Gorda Boaters' Alliance; 2024.

Assistant Education Officer and Instructor, Peace River Sail and Power Squadron; 2025.

Application Form

Introductory Information

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☑ I Agree

Profile

William
First Name

H
Middle Initial

Drummond
Last Name

williamhdrummond36@gmail.com
Email Address

552 Macedonia Dr
Home Address

Punta Gorda
City

FL
State

33950
Postal Code

Do you reside within the incorporated City limits of Punta Gorda?

◉ Yes ○ No

Are you a full-time resident of the City?

◉ Yes ○ No

Resume_for_William_H_Drummond.docx
Upload a Resume

Why are you interested in serving on a board or commission?

I would like to assist in seeing that our BSI canals are properly maintained for boaters and homeowners.

Which Boards would you like to apply for?

Burnt Store Isles Canal Advisory Committee: Submitted

Question applies to multiple boards

Financial Disclosure Acknowledgement

If I am appointed to a board requiring financial disclosure, I agree to file the Form 1 Financial Disclosure and Form 1F Final Statement via the Florida Commission on Ethics online portal within the required timeframes.

☑ I Agree

Bylaws/Ordinances

I have reviewed the governing document(s) for the board(s) to which I am applying and understand what my role as a member will be, and I have the necessary time to devote to serving on the board(s) to which I am applying.

☑ I Agree

Compliance with Laws

I will comply with all applicable laws including, but not limited to, Florida's Public Records Law (Florida Statutes Chapter 119) and the Sunshine Law (Florida Statutes Section 286.011). I will review materials supplied on these subjects by the City Clerk's Office.

☑ I Agree

Question applies to Burnt Store Isles Canal Advisory Committee

I am a resident of the Burnt Store Isles Canal Maintenance Assessment District.

◉ Yes ○ No

Have you served on a City of Punta Gorda Board previously?

○ Yes ◉ No

Are you currently serving on a City Board?

○ Yes ◉ No

Are you a graduate of the Punta Gorda Citizens' Academy?

◉ Yes ○ No

Month and year of graduation:

2015?

Concluding Information

Resume for William H. Drummond

I am lucky in marriage, and Mary and I live in Burnt Store Isles. We are retired and fulltime residents. We owned and managed a folding paper box company in North Carolina, which we sold in 2005. During my years spent in North Carolina, I was appointed to the NC Wildlife Commission for a term, as I have always had a great interest in fishing and hunting.

I am 88 years old and in excellent physical condition. I currently boat 2 to 3 days a week, play golf twice a week, and workout at the Punta Gorda YMCA.

I am a graduate of the Punta Gorda Citizens' Academy. For two years I did water quality testing for CHEC, and I was formerly membership chairman for Burnt Store Isles Boat Club. I am also a former president of a Verandah community (Fort Myers) neighborhood homeowners' association.

We have a 26' Bonefish bay boat which has passed a Coast Guard safety inspection, and I have a Florida Safe Boating course certificate.

I am interested in fish conservation, wildlife conservation, and water quality. Safe boating is a necessity, and care of our creek and canals for all is of utmost importance. Preservation of our natural habitat is a top priority for me.

Application Form

Introductory Information

Public Record Acknowledgement

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☑ I Agree

Profile

Donald
First Name

C
Middle Initial

Sedberry
Last Name

dasedberry@gmail.com
Email Address

400 La Sila Court
Home Address

Punta Gorda
City

FL
State

33950
Postal Code

Do you reside within the incorporated City limits of Punta Gorda?

◉ Yes ○ No

Are you a full-time resident of the City?

◉ Yes ○ No

Resume_for_Canal_Advisorary_Board.docx
Upload a Resume

Why are you interested in serving on a board or commission?

Adele and I have resided in Burnt Store Isles for going on three years. We relocated from the Chicago area where I served as the Dental Service Chief at the Hines VA Hospital for seven years prior to retiring for a second time. I am a dentist by training and have spent the majority of my career as an Officer in the United States Air Force providing patient care and leading dental and medical facilities. I entered the USAF in 1984, retiring in 2014 after 30 years of service. Over the course of my USAF career, I've led several squadrons, a group and served in an Air Staff position. I've also served on the board of directors of two hospitals and two Medical Centers. I don't have any experience with the canals in the community other than living on one and enjoying some fishing from the dock. I understand that the Canal Advisor committee is needing new members and as a member of the Burnt Store Isles Homeowners Association, I would enjoy providing assistance where I could. Don Sedberry

Which Boards would you like to apply for?

Punta Gorda Isles Canal Advisory Committee: Submitted

Question applies to multiple boards

Financial Disclosure Acknowledgement

If I am appointed to a board requiring financial disclosure, I agree to file the Form 1 Financial Disclosure and Form 1F Final Statement via the Florida Commission on Ethics online portal within the required timeframes.

☑ I Agree

Bylaws/Ordinances

I have reviewed the governing document(s) for the board(s) to which I am applying and understand what my role as a member will be, and I have the necessary time to devote to serving on the board(s) to which I am applying.

☑ I Agree

Compliance with Laws

I will comply with all applicable laws including, but not limited to, Florida's Public Records Law (Florida Statutes Chapter 119) and the Sunshine Law (Florida Statutes Section 286.011). I will review materials supplied on these subjects by the City Clerk's Office.

☑ I Agree

Question applies to Punta Gorda Isles Canal Advisory Committee

I am a resident of the Punta Gorda Isles Canal Maintenance Assessment District.

◉ Yes ○ No

Have you served on a City of Punta Gorda Board previously?

- ○ Yes
- ◉ No

Are you currently serving on a City Board?

- ○ Yes
- ◉ No

Are you a graduate of the Punta Gorda Citizens' Academy?

- ○ Yes
- ◉ No

Concluding Information

Resume for canal advisory group

Adele and I have resided in Burnt Store Isles for going on three years. We relocated from the Chicago area where I served as the Dental Service Chief at the Hines VA Hospital for seven years prior to retiring for a second time. I am a dentist by training and have spent the majority of my career as an Officer in the United States Air Force providing patient care and leading dental and medical facilities. I entered the USAF in 1984, retiring in 2014 after 30 years of service. Over the course of my USAF career, I've led several squadrons, a group and served in an Air Staff position. I've also served on the board of directors of two hospitals and two Medical Centers.

I don't have any experience with the canals in the community other than living on one and enjoying some fishing from the dock. I understand that the Canal Advisor committee is needing new members and as a member of the Burnt Store Isles Homeowners Association, I would enjoy providing assistance where I could.

Don Sedberry

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

BOARDS / COMMITTEE

Title:	**Nominations:** Code Enforcement Board (1 regular)
Funds:	Not applicable.
Recommended Action:	Staff recommends City Council announce the vacancies.
Summary:	Mr. Mark Hatala's seat has been forfeit under the Board's absence policy, thereby creating a vacancy for an unexpired regular term until November 15, 2027. **Code Enforcement Board** – Meets monthly on the 4th Wednesday 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 and decides alleged violations of the City Code of Ordinances.
Department/Division:	City Clerk

EXHIBITS:

1. Code Enforcement Board
2. Gentry Application

Chapter 9A. CODE ENFORCEMENT

*Editor's Note-- Ord. No. 1774-13, <sec> 1, adopted November 20, 2013 created a new Chapter 9A and reflects the transfer of the provisions for Public Nuisances from Chapter 10 into the new Chapter 9A.

ARTICLE I

GENERAL

Section 9A-1. Title

This Chapter shall be known as the "City of Punta Gorda Enforcement Code".

Section 9A-2. Intent

(a) It is the intent of this Chapter to promote, protect, and improve the health, safety, and welfare of the citizens of the City of Punta Gorda, Florida by providing for the enforcement of all codes and ordinances in effect in the City of Punta Gorda where a pending or repeated violation continues to exist, through the issuance of enforceable orders, the imposition of administrative fines, and the imposition of noncriminal penalties, in an equitable, expeditious, effective, and inexpensive method of achieving full compliance. The purpose of this Chapter is to help ensure that all persons and properties within the City of Punta Gorda stay in compliance with all codes and ordinances adopted by the City.

(b) The provisions of this Chapter are intended to be complementary and supplementary to the provisions of Chapter 162, Florida Statutes (2013) as the same may, from time to time be amended, and all other provisions of State law providing for the enforcement of municipal codes and ordinances.

Section 9A-3. Definitions

For this Chapter, the following terms shall have the meanings set forth in this Section unless the context clearly indicates otherwise.

Board means the City of Punta Gorda Code Enforcement Board.

Board Attorney means the member of the Florida Bar appointed by the City Council to be the legal advisor to the Board. The City Attorney may serve as the Board Attorney or as the Prosecutor, but may not serve in both capacities at the same time.

City means the City of Punta Gorda, Florida or the City Council thereof, as the context requires.

Clerk means the City Clerk of the City of Punta Gorda, Florida, or such other person designated by the City Manager to serve in that capacity on behalf of the Code Enforcement Board.

Code Compliance Officer means any designated employee or agent of the City of Punta Gorda, Florida whose duty it is to assure compliance with, and to seek enforcement of, violations of the Codes and ordinances enacted by the City. Employees or agents who may be designated by the City Manager as Code Compliance Officers for purposes of this Chapter may include, but are not limited to, code inspectors, law enforcement officers, building inspectors, or fire safety inspectors.

Code means the Punta Gorda Code, and any ordinance of the City of Punta Gorda, Florida, as the same exist on the effective date of this Chapter, and as the same may be amended from time to time.

Person means an individual, association, firm, partnership, corporation, trust, or other legal entity.

Prosecutor means the City Attorney representing the City of Punta Gorda in Code Enforcement proceedings before the Board and any appeals taken as a consequence of Board action.

Repeat Violation means a violation of a provision of a Code by a person who has previously been found, by the Code Enforcement Board, or any other quasi-judicial process, or any judicial process, to have violated the same Code provision within five years prior to the subject violation, whether or not such violations occur at the same locations.

Respondent means the person alleged to have committed a Code violation.

Violator means the person whose acts or omissions caused a violation of the Punta Gorda Code and includes the person owning, occupying, or controlling the property on which a Code violation has occurred or remains uncorrected. The term also includes the owner of record of real property, occupant, lessee, or interested holder in same, as the case may be and includes every person, entity or service company, who alone or severally with others: (a) has legal or equitable title to any dwelling, dwelling unit, mobile dwelling unit, building, structure or parcel of land; or (b) has care, charge or control of any dwelling, dwelling unit, mobile dwelling unit, building, structure or parcel of land, in any capacity including but not limited to agent, executor, executrix, administrator, administratrix, trustee or guardian of the estate of the holder of legal title; or (c) is a mortgagee in possession of any dwelling, dwelling unit, mobile dwelling unit, building, structure or parcel of land; or (d) is an agent, trustee or other person appointed by the courts and vested with possession or control of any dwelling, dwelling unit, mobile dwelling unit, building, structure or parcel of land. The term does not apply to governmental agencies.

ARTICLE II

CODE ENFORCEMENT BOARD

Section 9A-4. Appointment, Term, Qualifications, Composition, Organization

(a) Appointment. The City Council shall appoint a seven-member Code Enforcement Board, and two (2) alternates to serve in the absence of a board member (or two (2) members) at a meeting.

(b) Composition. Members of the Code Enforcement Board shall be residents of the City of Punta Gorda. Appointments shall be made by the City Council on the basis of experience or interest in the subject matter jurisdiction of the Code Enforcement Board. The membership of the Code Enforcement Board, whenever possible, shall include an architect, a businessperson, an engineer, a general contractor, a subcontractor, and a realtor.

(c) Terms; filling of vacancies. All Code Enforcement Board member appointments shall be for a term of three years, except that any initial appointment to fill a vacancy for an unexpired term of office shall be for the remainder of the unexpired term. All appointments after the initial appointment shall be made for a term of three years, appointees to be eligible for two additional terms.

Members who fail to attend three meetings in a twelve month period shall automatically forfeit appointment and the City Council shall promptly fill such vacancy. Any member with extenuating circumstances shall present same to the City Clerk for consideration by City Council. Members are required to notify the City Clerk's Office in advance of the meeting of any absence. Chairmen shall also be subject to the same rule and shall notify the City Clerk's Office of intended absences from scheduled meetings. Members shall serve at the pleasure of the City Council.

(d) Officers; quorum; compensation. The members of the Code Enforcement Board shall elect a Chairman and Vice-chairman. The presence of four (4) or more members shall constitute a quorum of the Code Enforcement Board. Members shall serve without compensation, but may be reimbursed for such travel, mileage and per diem expenses as may be authorized by the City Council.

{Ord. No. 1812-15, <sec> 1, 03-04-2015}

Section 9A-5. Powers and Duties of the Code Enforcement Board

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.

Section 9A-6. Enforcement Procedure

(a) Only a Code Compliance Officer may initiate enforcement proceedings to remedy a violation of any Code.

(b) Except as provided in subsections (c) and (d) herein, if a violation of any Code is found, the Code Compliance Officer shall issue a Notice of Violation to the violator in accordance with the notice provisions of this Chapter, notifying the violator of the provisions of the Code alleged to have been violated and giving him or her a reasonable time to correct the violation(s). Should the violation(s) continue beyond the time specified for correction, the Code Compliance Officer shall prepare an Affidavit of Violation and provide said Affidavit to the Clerk who shall serve the Affidavit together with a Notice of Mandatory Hearing upon the violator pursuant to the notice provisions of this Chapter. The Notice of Mandatory Hearing shall specify the date and location of the hearing before the Code Enforcement Board. If the violation is corrected and then recurs, or if the violation has been corrected prior to the scheduled Code Enforcement Board hearing, the case may nevertheless be presented for a finding of a violation and the issuance of a "cease and desist" order. The Notice of Violation shall so state.

(c) If a repeat violation is found, the Code Compliance Officer shall prepare an Affidavit of Violation and provide said Affidavit to the Clerk who shall serve the Affidavit together with a Notice of Mandatory Hearing upon the violator pursuant to the notice provisions of this Chapter. It shall not be necessary to give the violator a reasonable time to correct the repeat violation. The case may be presented to the Code Enforcement Board even if the repeat violation has been corrected. The Notice of Mandatory Hearing shall so state.

(d) If the Code Compliance Officer has reason to believe a violation or condition causing the violation presents a serious threat to the public health, safety, and welfare, or if the violation is irreparable or irreversible in nature, the Code Compliance Officer shall prepare an Affidavit of Violation and make a reasonable effort to serve said Affidavit upon the violator. The Code Compliance Officer may immediately provide said Affidavit of Violation to the Clerk who shall serve the Notice of Violation together with a Notice of Mandatory Hearing upon the violator pursuant to the notice provisions of this Chapter. The Notice of Mandatory Hearing shall specify the date and location of the hearing before the Code Enforcement Board. If necessary, an emergency hearing before the Code Enforcement Board may be scheduled.

(e) If the owner of the property that is the subject of an enforcement proceeding before the Code Enforcement Board transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:

1. Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee;

2. Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the owner;

3. Disclose, in writing, to the prospective transferee that the transferee, as the new owner, will be responsible for compliance with the applicable code provisions which are the subject of the pending proceeding, and with any orders issued in the code enforcement proceeding;

4. File a notice with the Code Compliance Officer of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within 5 days after the date of the transfer.

It shall be a violation of this Chapter for the owner of the property that is the subject of an enforcement proceeding before the Code Enforcement Board to fail to comply with the requirements of this subsection. Pursuant to Section 162.06, Florida Statutes, a failure to make the disclosures described in this subsection before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is held. The City may proceed against both the owner who was responsible for the violation and the new owner.

Section 9A-7. Conduct of Hearing

(a) The Code Enforcement Board shall meet on a regular schedule as set by the City Council, or at such other times upon request of a Code Compliance Officer. The chairman of the Code Enforcement Board may call a hearing of the Code Enforcement Board, and hearings may also be called by written notice signed by at least three (3) members of the Code Enforcement Board. The City Council shall provide clerical and administrative personnel as may be reasonably required by the Code Enforcement Board for the proper performance of its duties.

(b) Minutes shall be kept by the Clerk of all hearings of the Code Enforcement Board and all proceedings shall be electronically recorded. It shall not be necessary for the Clerk to prepare a verbatim transcript of the proceedings. All hearings and proceedings shall be open to the public, however, only parties and their witnesses shall have a right to testify.

(c) Each case before the Code Enforcement Board shall be presented by the Prosecutor or by Code Compliance Officers.

(d) Upon the request of the Chairman of the Code Enforcement Board, an attorney shall attend a Code Enforcement Board hearing to serve in the capacity as the Board Attorney.

(e) The Code Enforcement Board shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The Code Enforcement Board shall take testimony from the Code Compliance Officer, the alleged violator, and any witnesses presented by either party. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.

(f) At the commencement of the proceedings, the Respondent shall be asked whether he/she pleads guilty or not guilty. If the Respondent pleads guilty, then the Code Enforcement Board shall only consider evidence and testimony to determine the appropriate action to be taken as a consequence of the admitted violation. If the Respondent pleads not guilty, then the order of presentation shall be as follows:

1. The Code Compliance Officer, with the assistance of the Prosecutor, shall present the City's case-in-chief, including direct testimony of all of the City's witnesses, the opportunity for the Respondent to cross-examine each of the City's witnesses, the re-direct examination of the City's witnesses, and the presentation of all documentary evidence.

2. Any member of the Code Enforcement Board may, through the Chairman, ask questions of any City witness.

3. The Respondent shall present his/her case-in-chief, including direct testimony of all of the Respondent's witnesses, the opportunity for the Respondent to cross-examine each of the City's witnesses, the re-direct examination of the City's witnesses, and the presentation of all documentary evidence.

4. Any member of the Code Enforcement Board may, through the Chairman, ask questions of any of the Respondent's witnesses.

5. The Code Compliance Officer, with the assistance of the Prosecutor may present any rebuttal, if necessary.

6. The Respondent may present a closing statement.

7. The Code Compliance Officer, with the assistance of the Prosecutor may present a closing statement.

(g) If the Respondent elects to be represented by legal counsel, a Notice of Appearance must be filed with the Clerk by the legal counsel no later than five (5) business days prior to the date of the hearing. If a Notice of Appearance is not timely filed and legal counsel for the Respondent appears at the hearing, the Prosecutor shall be granted a continuance upon request.

(h) Where all parties to the case agree to continuing the hearing, they shall provide written confirmation of their consent to the Clerk. Upon the Clerk's receipt of written confirmation of consent to the continuance of all parties, the Clerk shall reschedule the hearing for the next regularly scheduled hearing date or the hearing date requested by the parties pursuant to their agreement. If all the parties agree to the continuance, it shall not be necessary to also obtain the approval of the Code Enforcement Board. In those cases where a continuance is sought by one party without the consent of the other party or parties to the case, the request for continuance shall be presented to the Code Enforcement Board on the date the hearing has been scheduled. After hearing argument from the parties, the Code Enforcement Board shall rule on whether a continuance should be granted, and if so, to what date.

(i) At the conclusion of the hearing, the Code Enforcement Board shall issue findings of fact, based on competent, substantial evidence of record, and conclusions of law, and shall issue an order affording the proper relief consistent with the powers granted by this Chapter. The finding shall be by motion approved by a majority of those members present and voting, except that at least four members must vote in order for the action to be official. The order may include a notice that it must be complied with by a specified date and that a fine may be imposed.

If the violation is of the type described in Section 9A-6(d) of this Chapter, the Code Enforcement Board shall authorize the City Council to take all necessary actions to correct the violation if the violator fails to do so by the date set by the Code Enforcement Board. The City's cost of repairs to correct the violation may be included along with the fine determined by the Code Enforcement Board, if the violation is not corrected by the time set by the Code Enforcement Board.

If the violation is of the type described in Section 9A-6(d) of this Chapter, and if the City is required to correct the violation before a hearing can be convened before the Code Enforcement Board, the Code Enforcement Board may ratify the actions taken by the City to take all necessary actions to correct the violation, and the City's cost of repairs to correct the violation may be included along with the fine determined by the Code Enforcement Board.

(j) If the City prevails in prosecuting a case before the Code Enforcement Board, it shall be entitled to recover all costs incurred in prosecuting the case before the Code Enforcement Board, and such costs may be included in the lien authorized by this Chapter. The Code Enforcement Board's order shall include all costs permitted to be recovered under the law.

(k) A certified copy of the Code Enforcement Board's order may be recorded in the public records of Charlotte County, Florida and if so recorded, shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns. A certified copy of the Code Enforcement Board's order may also be recorded in the public records of any county where the violator has any real or personal property. If a recorded order

is complied with by the date specified in the order, the Clerk, on behalf of the Code Enforcement Board, shall issue an order acknowledging compliance that shall be recorded in the public records where the initial order was recorded.

(l) A copy of all orders issued by the Code Enforcement Board shall be filed with the Clerk promptly after issuance and shall be deemed rendered upon the date of said filing. A copy of all such orders shall be personally served on the violator, or on the violator's legal counsel, or by certified mail to the violator within ten (10) days following the date the order is rendered.

{Ord. No. 1803-14; <sec> 3, 12-17-2014}

Section 9A-8. Administrative Fines, Costs of Repair, and Liens

(a) When a Code Compliance Officer determines that an order of the Code Enforcement Board has not been complied with by the set time, or upon a finding that a repeat violation has been committed, the Code Compliance Officer shall prepare an Affidavit of Violation and provide said Affidavit to the Clerk who shall serve the Affidavit together with a Notice of Mandatory Penalty Hearing upon the violator pursuant to the notice provisions of this Chapter. The Notice of Mandatory Penalty Hearing shall specify the date and location of the hearing before the Code Enforcement Board.

(b) At the penalty hearing, upon a finding of non-compliance with an order of the Code Enforcement Board, the Code Enforcement Board may impose a fine for each day of non-compliance with the Board's order. In the event of a repeat violation, the Code Enforcement Board may impose a fine for each day the repeat violation was found to exist.

(c) If a penalty hearing is held, testimony shall be limited to the issue of compliance with the Code Enforcement Board's initial order. No new evidence as to whether there was a violation in the first instance shall be allowed.

(d) If the violation is of the type described in Section 9A-6(d) of this Chapter, the Code Enforcement Board shall authorize the City Council to make all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable cost of the repairs along with the fine imposed pursuant to this Section. Making such repairs does not create a continuing obligation on the part of the City to make further repairs or to maintain the property and does not create any liability against the City for any damages to the property if such repairs were completed in good faith.

(e) A fine imposed pursuant to this Chapter shall not exceed $250.00 per day for a first violation and shall not exceed $500.00 per day for a repeat violation, and, in addition, shall include all costs allowed to be recovered pursuant to this Chapter.

(f) If the Code Enforcement Board finds the violation to be irreparable or reversible in nature, it may impose a fine not to exceed $5,000.00 per violation, in addition to all costs allowed to be recovered pursuant to this Chapter.

(g) In determining the amount of any fine, the Code Enforcement Board shall consider the following factors: the gravity of the violation, any actions taken by the violator to correct the violation, and any previous violations committed by the violator.

(h) The Code Enforcement Board shall reserve jurisdiction to reduce any fine it has imposed upon a violator pursuant to this Chapter. Prior to consideration of any such request for a fine reduction, the violator must be in full compliance with any order issued by the Code Enforcement Board.

(i) A certified copy of the Code Enforcement Board's order may be recorded in the public records of Charlotte County, Florida and any other county wherein the violator owns any real or personal property. Upon recording, the order shall constitute a lien against the land on which the violation occurred and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this State, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes.

(j) A fine imposed pursuant to this Chapter shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to this Chapter, whichever occurs first. A lien arising from a fine imposed pursuant to this Chapter runs in favor of the City. The City may execute a satisfaction or release of lien entered pursuant to this Chapter.

(k) After three (3) months from the filing of any lien which remains unpaid, the Code Enforcement Board, with the consent of the City, may authorize the City Attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this Chapter may be foreclosed on real property which is a homestead under Article X, Section 4, Florida Constitution. The money judgment provisions of this Chapter shall not apply to real property or personal property which is covered under Article X, Section 4(a), Florida Constitution.

(l) No lien created under this Chapter shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless within that time an action is commenced pursuant to this Chapter in a court of competent jurisdiction. In an action to foreclose on a lien or for a money judgment, the prevailing party is entitled to recover all costs, including reasonable attorney's fees that it incurs in the action. The City shall be entitled to collect all costs incurred in recording and satisfying a valid lien. The continuation of the lien affected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

{*Ord. No. 1855-16, <sec> 1, 08-31-2016*}

Section 9A-9. Notices

(a) All notices required by this Chapter must be provided to the alleged violator by:

1. Certified mail, and at the option of the City return receipt requested, to the address listed in the Charlotte County Tax Collector's office for tax notices or to the address listed in the Charlotte County Property Appraiser's database. The City may also provide an additional notice to any other address it may find for the property owner. For property owned by a corporation, notices may be provided by certified mail to the registered agent of the corporation. If any notice sent by certified mail is not signed as received within 30 days after the postmarked date of mailing, notice may be provided by posting as described in this Section;

2. Hand delivery by the sheriff or other law enforcement officer, Code Compliance Officer, or other person designated by the City;

3. Leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; or

4. In the case of commercial premises, leaving the notice with the manager or other person in charge.

(b) In addition to providing notice as set forth in subsection (a), at the option of the Code Enforcement Board or the City, notice may be served by publication or posting, as follows:

1. Such notice shall be published once during each week for 4 consecutive weeks (four publications being sufficient) in a newspaper of general circulation in Charlotte County, Florida. The newspaper shall meet such requirements as are prescribed under Chapter 50, Florida Statutes for legal and other advertisements, as the same may from time to time be amended.

2. Proof of publication shall be made as provided in Sections 50.041 and 50.051, Florida Statutes, as the same may from time to time be amended.

3. In lieu of publication, such notice may be posted at least 10 days prior to the Code Enforcement Board hearing, or prior to the expiration of any deadline contained in the notice, in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at the City Hall.

4. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.

5. Notice by publication or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or mail as required under subsection (a), herein.

(c) Evidence that an attempt has been made to hand deliver or mail notice as provided in subsection (a), herein, together with proof of publication or posting

as provided in subsection (b), herein, shall be sufficient to show that the notice requirements of this Section have been met, without regard to whether or not the alleged violator actually received such notice.

{Ord. No. 1803-14, <sec> 4, 12-17-2014}

Section 9A-10. Citations

(a) In addition to the enforcement procedures provided in Section 9A-6 of this Chapter, a Code Compliance Officer is authorized to issue a citation to a violator when, based upon personal investigation, the Code Compliance Officer has reasonable cause to believe that the violator has committed a violation of any Code. Citations shall be issued only when the Code Compliance Officer has determined that the violation presents a serious threat to the public health, safety or welfare, or if the violation is irreparable or irreversible, i.e., has already taken place and that it would serve no useful purpose in presenting the case to the Code Enforcement Board to seek compliance.

(b) A citation issued by a Code Compliance Officer shall be in a form prescribed by the City which, at a minimum, shall contain:

1. The date and time of issuance;
2. The name and address of the person to whom the citation is issued;
3. The date and time the Code violation was committed;
4. The facts constituting the Code violation;
5. The number or section of the Code alleged to be violated;
6. The name and authority of the Code Compliance Officer;
7. The applicable fine to be paid if the violator elects not to contest the citation;
8. The applicable fine which may be assessed should the violator elect to contest the citation and be found by the Code Enforcement Board to have committed the violation;
9. The procedure for paying the applicable fine;
10. The procedure for contesting the citation to the Code Enforcement Board; and
11. A conspicuous statement that if the person fails to pay the fine within the time allowed, or fails to timely contest the citation, he/she shall be deemed to have waived his/her right to contest the citation and that, in such case, will be deemed to be in violation of this Chapter whereupon the Code Enforcement Board may impose a fine against the violator up to the maximum fine.

(c) Unless otherwise expressly prescribed in the City's Code, the fine for a first offense of a violation to be enforced by means of a citation shall be $25.00; the fine for a second offense shall be $100.00; and all additional offenses shall be $250.00 per offense. Code Compliance Officers shall have the discretion to issue a written warning instead of a citation for a first offense.

(d) A violator issued a citation shall pay the applicable fine to the City Clerk or shall file a written notification with the Code Compliance Division of the violator's intent to contest the citation within ten (10) days of the issuance of the citation.

(e) If a violator elects to contest a citation to the Code Enforcement Board, the City shall serve a Mandatory Notice of Hearing Notice upon the violator pursuant to the notice provisions of this Chapter. The Notice of Mandatory Hearing shall specify the date and location of the hearing before the Code Enforcement Board.

(f) The hearing before the Code Enforcement Board shall be conducted as provided in Section 9A-7 of this Chapter.

(g) If the violator elects to contest a citation, the violator will be deemed to have waived his/her right to pay the fine assessed on the citation. Upon the finding of a violation, the Code Enforcement Board may assess the fines and costs provided in Section 9A-8 of this Chapter.

(h) If the violator fails to pay the fine within the time allowed, or fails to timely contest the citation, he/she shall be deemed to have waived his/her right to contest the citation and that, in such case, will be deemed to be in violation of this Chapter and the Code Enforcement Board may impose a fine against the violator up to the maximum fine.

Section 9A-11. Appeals

An aggrieved party, including the City, may appeal a final administrative order of the Code Enforcement Board to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the Code Enforcement Board. An appeal shall be filed within 30 days of the execution of the order to be appealed.

Section 9A-12. Alternative Enforcement Remedies

The provisions of this Chapter are intended to provide an additional or supplemental means of obtaining compliance with the City's Codes. Nothing contained herein shall prohibit the City from enforcing violations of its Codes by any other means authorized by law.

Section 9A-13. Fines for Citation Purposes

Except as otherwise provided in the Punta Gorda Code, the following fines shall be imposed if a Code Compliance Officer elects to enforce a Code violation by means of a citation pursuant to this Chapter. Each day a violation exists shall be considered a separate violation.

(a) PUBLIC WORKS DEPARTMENT.

Description of Violation and Associated Fine

1.	Any object/structure attached to or resting on/or		

	against the seawall is prohibited and shall be removed and seawall repaired; cleats specifically installed in the seawall cap prior to December 19, 1990 are exempt; however, use of cleats to tie a boat, regardless of date of installation, is prohibited		
		First Offense	$100.00
		Second Offense	$200.00
2.	Any (non-permittable) alteration to the seawall or structures in the waterways Is prohibited and shall be removed and/or repaired		
		First Offense	$100.00
		Second Offense	$200.00
3.	Use of any structures for the purpose of securing watercraft within six (6) feet landward of the seawall which cause damage to seawall tie-rods or deadmen or encroach into a drainage easement are prohibited.		
		First Offense	$100.00
		Second Offense	$200.00
4.	Improper maintenance/appearance of docks, piers, posts, pilings, bulkheads, boat lifts, etc., which may pose a hazard to safety or constitute visual blight is prohibited and shall be repaired and/or replaced.		
		First Offense	$100.00
		Second Offense	$200.00
5.	Any action or condition to impose a substantial hydrostatic force against a seawall such as improper routing of stormwater from roof drains, excessive watering of vegetation, backwashing/overflow drains from ponds, water filter/ softeners or any other device are prohibited and such condition shall be abated.		
		First Offense	$100.00
		Second Offense	$200.00
6.	Alterations, connections or additions to the City water, wastewater and stormwater systems, whether in the public right-of-way, on private property or within easement areas without a permit from the appropriate City department are prohibited and shall be abated.		
		First Offense	$100.00
		Second Offense	$200.00
7.	Tampering or interference with the City water, wastewater and/or storm water systems whether in		

	the public right-of-way, on private property or within easement areas is prohibited.		
		First Offense	$500.00
		Second Offense	$500.00
8.	Damage to the City's public transportation structures such as bridges, guardrails, handrails, sidewalks, street lights, etc., is prohibited.		
		First Offense	$100.00
		Second Offense	$200.00
9.	Damage to public or City-owned roadways such as deposits or spillage of substances which can deteriorate the pavement surface and also actions that physically alter the roadway such as holes, depressions, bumps, etc., in the road surface is prohibited		
		First Offense	$250.00
		Second Offense	$500.00
10.	Damage to or tampering with any landscaping, irrigation systems, or appurtenances in the public right-of-way, easement area, or City-owned property is prohibited.		
		First Offense	$100.00
		Second Offense	$200.00
11.	Alterations or damage to storm drainage systems such as curb and gutter inlets, catch basins, drainage and under drainage piping, headwalls, drainage swales, filters, retention area, etc., are prohibited.		
		First Offense	$100.00
		Second Offense	$200.00
12.	Improper maintenance of stormwater facilities.		
		First Offense	$100.00
		Second Offense	$200.00
13.	Placement of any object or structure in the public right-of- way or easement areas not permittable by the City engineering department which may pose a safety hazard or interfere with storm drainage or other utilities, to include, but not limited to mailbox supports, basketball assembly supports, curbing, sidewalks, and landscaping is prohibited		
		First Offense	$100.00
		Second Offense	$200.00
14.	Damage to or tampering with any traffic regulation,		

	signage, signals or pavement markings is prohibited.		
		First Offense	$500.00
		Second Offense	$500.00
15.	Any condition in violation of uses of water during water emergency within and without the City limits.		
		First Offense	$25.00
		Second Offense	$50.00
		Third Offense	$250.00
16.	Placement of any material or structure not permissible per City ordinances or rulings within twenty (20) feet landward of a canal seawall is prohibited and shall be removed.		
		First Offense	$100.00
		Second Offense	$200.00

(b) BUILDING DEPARTMENT.

Description of Violation and Associated Fine

1.	Failure to obtain a certificate of competency.	Fine	$150.00
2.	Hiring of an unlicensed contractor.	Fine	$150.00
3.	Willful and deliberate disregard or negligent violation of the City's Building Code or other City ordinances regulating building or construction	Fine	$150.00
4.	Failure to obtain a building permit.	Fine	$150.00
5.	Proceeding with work after a "stop work order" has been placed.	Fine	$150.00
6.	Failure to correct violations within a reasonable time period	Fine	$100.00
7.	Construction during prohibited hours.	First Offense	$250.00
		Second Offense	$500.00

(c) ZONING DIVISION.

Description of Violation and Associated Fine

1.	The keeping, storage, depositing or accumulation on the premises for an unreasonable period of time of any personal property, including but not limited to		

	abandoned, wrecked, dismantled or inoperative vehicles or watercraft, automotive parts and equipment, watercraft parts and equipment, appliances, furniture, containers, packing material, scrap metal, wood, building materials, junk, rubbish and debris which is within the view at ground level of persons on adjacent or nearby real property or the public right-of-way and which constitutes visual blight or reduces the aesthetic appearance of the neighborhood or is offensive to the senses or is detrimental to nearby property or property values is prohibited and shall be abated. Nothing contained herein shall preclude the use of aerial photographs as evidence in any enforcement proceeding to show the existence of a violation of this Article		
		First Offense	$100.00
		Second Offense	$200.00
2.	The keeping, storage, depositing or accumulation of dirt, sand, gravel, concrete and other similar materials for an unreasonable period of time which constitutes visual blight or reduces the aesthetic appearance of the neighborhood or is offensive to the senses or is detrimental to nearby property or property values is prohibited and shall be abated.		
		First Offense	$100.00
		Second Offense	$200.00
3.	The operation of a junk yard or automobile dismantling yard, except in zoning districts which allow such use by special exception is prohibited and shall be abated		
		First Offense	$100.00
		Second Offense	$200.00
4.	Any vehicle which is inoperative or unlicensed for a period of ten (10) days is prohibited on public or private property unless within a completely enclosed garage. This subsection does not apply to the Special Purpose (SP) district provided the site has a valid Local Business Tax Receipt which permits the on-site storage of such vehicles.		
		First Offense	$100.00
		Second Offense	$200.00
5.	Any watercraft which is inoperative, unregistered or appears to be in a state of decay and/or abandonment, as determined by the department head, shall be prohibited on any waterway, shore,		

	private and public property unless within a completely enclosed garage or building. This subsection does not apply to the Special Purpose (SP) district provided the site has a valid Local Business Tax Receipt which permits the on-site storage of such watercraft		
		First Offense	$100.00
		Second Offense	$200.00
6.	The placement or deposit of any effluvia, refuse, paint overspray or debris from sanding vessels over the water, or byproducts of decaying animal or vegetable matter, or the directing or routing of any stormwater from roof drains, pool water, water filter/softeners, or other water for fluid or other material in any of the canals, waterways, ditches, storm drains or water reservoirs in the City is considered a nuisance and may be ~~or~~ injurious or detrimental to the health, safety, and welfare of the community.		
		First Offense	$100.00
		Second Offense	$200.00
7.	Any dangerous, unsightly or blighted condition which is detrimental to the health, safety or welfare of the public		
		First Offense	$100.00
		Second Offense	$200.00
8.	Any condition in violation of the City of Punta Gorda Code not specifically listed herein.		
		First Offense	$100.00
		Second Offense	$200.00

(d) FIRE DEPARTMENT.

Description of Violation and Associated Fine

1.	Obstruction of fire hydrant and/or fire department connections.	First Offense	$100.00
		Second Offense	$200.00
2.	Parking in a Fire Lane.	First Offense	$100.00
		Second Offense	$200.00
3.	Locked or blocked exit.	First Offense	$100.00
		Second Offense	$200.00
4.	Failure to maintain exit lights	First Offense	$100.00

		Second Offense	$200.00
6.	Failure to maintain emergency lights.	First Offense	$100.00
		Second Offense	$200.00
7.	Failure to maintain fire alarm system.	First Offense	$100.00
		Second Offense	$200.00
8.	Failure to maintain stand pipe system.	First Offense	$100.00
		Second Offense	$200.00
9.	Failure to maintain fire sprinkler system.	First Offense	$100.00
		Second Offense	$200.00
10.	Failure to maintain fire extinguisher system.	First Offense	$100.00
		Second Offense	$200.00
11.	Failure to maintain portable fire extinguisher.	First Offense	$100.00
		Second Offense	$200.00
12.	Improper occupant load in place of assembly.	First Offense	$100.00
		Second Offense	$200.00
13.	Any condition in violation of the Life Safety Code, NFPA-101, as may be amended from time to time.	First Offense	$100.00
		Second Offense	$200.00

{*Ord. No. 1774-13, <sec> 2, 11-20-2013; Ord. No. 1833-15, <sec> 1, 12-02-2015*}

Application Form

Introductory Information

Public Record Acknowledgement

I acknowledge that my application and any attachments, including my resume, will become public record pursuant to Florida Statutes. I further acknowledge it is my responsibility to inform the City Clerk's Office if any of my personal identifying information qualifies for exemption from public disclosure.

☑ I Agree

Profile

Eric
First Name

M
Middle Initial

Gentry
Last Name

ericgentry1941@gmail.com
Email Address

801 Royal Poinciana
Home Address

Punta Gorda
City

FL
State

33955
Postal Code

Do you reside within the incorporated City limits of Punta Gorda?

◉ Yes ○ No

Are you a full-time resident of the City?

◉ Yes ○ No

Resume_VP_Eric_Gentry.pdf.docx
Upload a Resume

Why are you interested in serving on a board or commission?

I want to be involved and support the City of Punta Gorda.

Which Boards would you like to apply for?

Code Enforcement Board: Submitted
Building Board: Submitted
Historic Preservation Advisory Board: Submitted
Planning Commission: Submitted
General Employees' Pension Board: Submitted
Police Officers' Pension Board: Submitted
Marine Advisory Committee: Submitted
Punta Gorda Housing Authority: Submitted
Utility Advisory Board: Submitted

Question applies to multiple boards

Financial Disclosure Acknowledgement

If I am appointed to a board requiring financial disclosure, I agree to file the Form 1 Financial Disclosure and Form 1F Final Statement via the Florida Commission on Ethics online portal within the required timeframes.

☑ I Agree

Bylaws/Ordinances

I have reviewed the governing document(s) for the board(s) to which I am applying and understand what my role as a member will be, and I have the necessary time to devote to serving on the board(s) to which I am applying.

☑ I Agree

Compliance with Laws

I will comply with all applicable laws including, but not limited to, Florida's Public Records Law (Florida Statutes Chapter 119) and the Sunshine Law (Florida Statutes Section 286.011). I will review materials supplied on these subjects by the City Clerk's Office.

☑ I Agree

Question applies to multiple boards

Would you be willing to serve as an alternate?

◉ Yes ○ No

Have you served on a City of Punta Gorda Board previously?

○ Yes ◉ No

Please indicate the Board(s) of prior service and dates served.

None, I have always been involved with Chamber of Commerce and sit on two boards for automotive groups in the US. MYt wife is a realtor. We sold our restaurants in Cape Coral and other cities.

Are you currently serving on a City Board?

○ Yes ◉ No

Are you a graduate of the Punta Gorda Citizens' Academy?

○ Yes ◉ No

Concluding Information

Eric Gentry
Vice President of Enterprise Partnerships
(864) 643 7954

Professional Profile

As the Vice President of Enterprise Partnerships at Cox Enterprises, I have played a key role in building and scaling Enterprise, B2B, SaaS organizations while leading Strategic Sales and Performance Management teams that drive growth and client retention. My efforts have expanded our diverse client portfolio, which includes top-tier C-Suite executives, Enterprise, B2B, SaaS, and OEM clients. I am dedicated to delivering profitable growth and solidifying our standing as a leader in Go To Market Strategy.

With expertise in Client growth, Strategic Account Management, Client retention and being a trusted advisor for some of the largest clients allowed me to accel my growth in my career. I have successfully built high-performing teams that have been instrumental in the success of industry giants.

Work Experience

Executive Vice President of Sales
April 2018–February 2025
Cox Enterprises, Atlanta, GA
Key Qualifications & Responsibilities

- Effectively Led and mentored large highly performing sales teams ranging from AVPs, Managers and Strategic Sales Directors.
- Oversee customer acquisition strategies to expand the customer base.
- Strong professional presence in client facing meetings.
- Developed intensive, ambitious business strategies, short-term goals, and long-term objectives.
- Strengthening C-Suite partnership relationships with the largest automotive groups, (Carmax, Autonation) along with many others.
- Proven 5 million to 25 million contracts.
- Proficient in Salesforce.com, Microsoft Suite for all sales-related team members for forecasting.
- Developed and executed targeted sales strategies for Enterprise and Mid-Market segments, resulting in a 25% increase in annual revenue.
- Set and monitored sales goals and KPIs, ensuring alignment with company objectives and consistently exceeding targets.
- Collaborated with marketing and product development departments to align sales strategies with company goals and ensure successful execution.

Associate Vice President
March 2013 – April 2018
Cox Automotive (Autotrader.com), Atlanta, Ga

Key Achievements

- Analyzed sales performance metrics and market data to inform strategic decisions and improve sales outcomes.
- Implemented new sales processes and tools, resulting in a 30% increase in sales productivity and efficiency.
- Oversaw a revenue portfolio of $82,000,000.
- Successfully led a team of 86 Directors and strategic sales consultants.
- Developed intensive bonuses commission plan for hitting attainment numbers.
- Strengthen relations with C-Suite clients at corporate and automotive dealerships.
- Fostered change in company culture to be more open, transparent, and accountable.

Senior Director of Sales
May 2008 – March 2013
Manheim Remarketing, Atlanta, GA

Regional Sales Manager
August 2001 – April 2008
Autotrader.com, Atlanta, GA

Ryder Logistics
September 1995 – June 2001
Account Manager

Education

Business Administration (International Management)
Clemson University

Completion: 1995
Relevant Coursework: Leading and Managing, Financial Accounting, Foundations of Teamwork and Leadership, Microeconomics, Managerial Economics, Operations, Information, and Decisions, Corporate Finance.

Key Skills & Core Competencies

- Proven Leadership
- Enterprise Sales
- SAAS Sales, B2B
- Performance Management
- Business Operations & Strategy
- Effective Communication & Delegation
- Adaptability & Determination
- Forward Thinking & Calculated Risk Management

Certifications

- 2017 Certified Leadership Completion, Cox Talent Institute
- 2008 Certified Mid - Level Management completion, Cox Talent Institute
- 2005 Certified Manager, The Institute of Certified Professional Managers (ICPM)

Memberships

- Business Networking International (BNI)
- Young Presidents Organization (YPO)
- American Management Association (AMA)

Languages

English

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

BOARDS / COMMITTEE

Title: **Appointments:** Building Board (1 contractor seat)

Funds: Not applicable.

Recommended Action: Staff recommends City Council nominate all interested parties.

Summary: Mr. Matthew Ferrara was appointed to the Burnt Store Isles Canal Advisory Committee and resigned from the regular contractor seat, creating a vacancy. The appointment will be for the unexpired term until April 17, 2027.
Ms. Kemeny has expressed an interest in serving and is eligible to do so. There
Building Board – Meets monthly on the 4th Tuesday at 9:00 a.m. in City Council Chambers – City residency not required. Seven-member board with two alternate members. Three-year terms. Maximum of three terms OR partial term plus 2 more terms. Four members must be involved with the building industry and three members must be consumer advocates who are not, nor ever have been, involved with building industry.
Makes recommendations to City Council on the minimum qualifying requirements for obtaining Certificates of Competency in the various construction trades and the fees for same. Periodically reviews and holds public hearings on all building, electrical, plumbing, housing, gas, fire prevention and other related codes. Reviews enforcement of all codes relating to construction standards and acts as condemnation board in matters of violation of minimum standards. Hears alleged complaints against contractors.

Department/Division: City Clerk

EXHIBITS:

1. Building Board
2. Gadsden Application
3. Kemeny Application
4. Kizer Application

City of Punta Gorda, FL

Building Board

REVIEWED
By Sara Welch at 2:27 pm, Mar 19, 2025

Board Details

Makes recommendations to City Council on the minimum qualifying requirements for obtaining Certificates of Competency in the various construction trades and the fees for same. Periodically reviews and holds public hearings on all building, electrical, plumbing, housing, gas, fire prevention and other related codes. Reviews enforcement of all codes relating to construction standards and acts as condemnation board in matters of violation of minimum standards. Hears alleged complaints against contractors.

Overview

Size 7 Seats

Term Length 3 Years

Term Limit 3 Terms

Contact

Name Suz Russell

Email srussell@cityofpuntagordafl.com

Phone n/a

Additional

Documents for New Appointees

Form_1_2023_Sample.pdf
Chapter_7_Building_Regulations.pdf
Building_Board_Bylaws.pdf
Board_Member_Handbook.pdf
2023_Guide_to_the_Sunshine_Amendment_and_Code_of_Ethics.pdf

Meetings

Regular meetings of the Building Board shall be held in the City Council Chambers, 326 West Marion Avenue, Punta Gorda, Florida, at 9:00 a.m., the fourth Tuesday of each month. Special and emergency meetings and/or workshops may be held at the call of the Chairman or, in his/her absence, the Vice Chairman. All meetings shall be open to the public. In the event that a quorum of the members is not present for a scheduled meeting, such meeting will be rescheduled as soon as possible, consistent with notice requirements.

Duties

The Building Board shall have the following responsibilities: A. To hear complaints regarding locally licensed or registered contractors alleged to have violated the provisions of Chapter 7 of the City Code. Upon a finding of violation, the Board is granted authority to take any of the following actions against the locally licensed or registered contractor: (1) Order probation. (2) Suspend the guilty party's local license. (3) Revoke the guilty party's local license. (4) Order restitution. (5) Levy a fine up to five thousand dollars ($5,000.00) per offense. (6) Assess reasonable legal and investigation costs incurred by the City of Punta Gorda to prosecute the case against the contractor. (7) Issue a recommended penalty to the State of Florida Construction Industry Licensing Board. Said recommended penalty may include a recommendation for no further action, or a recommendation for suspension, revocation or restriction of the contractor's State registration, or a fine to be levied by the State of Florida Construction Industry Licensing Board, or a combination of such penalties. B. To hear complaints regarding state certified contractors alleged to have violated the provisions of Chapter 7 of the City Code. Upon a finding of violation, the Board is granted authority to take any of the following actions against the state certified contractor: (1) Deny, suspend or revoke the authority of the certified contractor to obtain a building permit or limit such authority to obtaining a permit of permits with specific conditions if the Building Board finds the certified contractor guilty of fraud or a willful building code violation in the City of Punta Gorda. (2) Deny, suspend or revoke the authority of the certified contractor to obtain a building permit or limit such authority to obtaining a permit or permits with specific conditions if the Building Board has proof that such contractor, through the public hearing process, has been found guilty in another county or municipality within the past 12 months of fraud or a willful building code violation and finds, that such fraud or violation would have been fraud or a violation if committed in the City of Punta Gorda. (3) Refuse to issue permits with specific conditions to a contractor who has committed and has been disciplined for multiple violations when the additional provisions of section 489.131(3)(f), Florida Statutes, have been met. C. To recommend to City Council certain amendments to Chapter One of the Florida Building Code as may be allowed by Florida Statutes. D. To act as condemnation Board in matters of violation of minimum standards and making inspections and reports when so requested by the Building Official. In this regard, the Board may secure the services of the Fire Chief, sanitarian, architects, engineers or other professionals as required and, upon making findings of fact, shall render a final decision. E. To hear and act upon Appeals from orders, requirements, decisions or determinations made by the Building Official under the provisions of Chapter 7, Article IV, City of Punta Gorda Code, the "Unsafe Building Abatement Code". F. To make a determination on applications for Certificate of Competency when so requested by the Building Official in cases where the established standards may not have been met, but extenuating circumstances may be evident. G. To hear and act upon any appeal timely filed to contest the validity of any notice of false alarm or fee assessment issued under Chapter 15, Section 15-19, Punta Gorda Code.

Application Form

Introductory Information

Public Record Acknowledgement

I acknowledge that my application and any attachments, including my resume, will become public record pursuant to Florida Statutes. I further acknowledge it is my responsibility to inform the City Clerk's Office if any of my personal identifying information qualifies for exemption from public disclosure.

☑ I Agree

Profile

Dr. Darrell
First Name

Gadsden
Last Name

gadsdenprprty@yahoo.com
Email Address

22404 Elmira Blvd.
Home Address

Elmira Blvd
Suite or Apt

Port Charlotte
City

FL
State

33952
Postal Code

Mobile: (561) 294-5339
Primary Phone

Business: (941) 564-7971
Alternate Phone

Do you reside within the incorporated City limits of Punta Gorda?

◉ Yes ○ No

Are you a full-time resident of the City?

◉ Yes ○ No

Darrell_Gadsden_Resume_-2_S.pdf
Upload a Resume

Why are you interested in serving on a board or commission?

To be a helping hand to the community where I live.

Which Boards would you like to apply for?

Building Board: Submitted
Punta Gorda Housing Authority: Submitted

Question applies to multiple boards

Financial Disclosure Acknowledgement

If I am appointed to a board requiring financial disclosure, I agree to file the Form 1 Financial Disclosure and Form 1F Final Statement via the Florida Commission on Ethics online portal within the required timeframes.

☑ I Agree

Bylaws/Ordinances

I have reviewed the governing document(s) for the board(s) to which I am applying and understand what my role as a member will be, and I have the necessary time to devote to serving on the board(s) to which I am applying.

☑ I Agree

Compliance with Laws

I will comply with all applicable laws including, but not limited to, Florida's Public Records Law (Florida Statutes Chapter 119) and the Sunshine Law (Florida Statutes Section 286.011). I will review materials supplied on these subjects by the City Clerk's Office.

☑ I Agree

Question applies to multiple boards

Would you be willing to serve as an alternate?

◉ Yes ○ No

Have you served on a City of Punta Gorda Board previously?

○ Yes ◉ No

Are you currently serving on a City Board?

○ Yes ◉ No

Are you a graduate of the Punta Gorda Citizens' Academy?

○ Yes ◉ No

Concluding Information

Dr. Darrell Gadsden

22404 Elmira Blvd. Port Charlotte, Florida 33952
Phone: 561-294-5339: gadsdenprprty@yahoo.com

Executive Summary

SUMMARY OF QUALIFACTIONS

Over 20 years of experience as an Athlete Director and Construction CEO/President, Former CBA, NBA & European Player, during the summer of 2009, I presented the first annual Fundamental Training and Conditioning (FTAC) program for student athletes entering the freshman year of high school or have decided to pursue basketball on a college and professional level. Implementing skills learned in the European Basketball Association I created the FTAC to provide a discipline environment, on and off-court experience that would help them fulfill their basketball dreams. As an action-oriented individual, I have strong ability to communicate effectively with technology experts, executive, and business audiences. I looked for players that were willing to dedicate themselves to a 6-week summer rigorous conditioning and fundamental training program. FTAC Program provides a platform for the finest young basketball players from the state of Florida by making a positive impact on those players. This program served as a positive force for potential elite and highly devoted players by providing a program where they can get superior instruction, personal mentorship and the on and off-court experiences that will help them fulfill their basketball dreams. As an training and conditioning forum for learning the fundamentals of basketball and techniques while conditioning the player, the FTAC program was suggested for only those athletes who desire long term play and were college bound as well as professional players.

Core Qualifications

- Communication Skills
- Cross-Cultural Communications in Customer Relations
- Inventory control
- Budget development, allocation and monitoring
- Background in Strategic Planning
  Solid experience managing cross-functional teams
- CP/CPK Black belt
- AutoCAD, Intergraph, Pro-E trained
- Experienced in employee scheduling, inventory control and sales analysis
- Successful with staff development
- Strong ability to execute based on strategic objectives
- Salary structure/compensation
- Analytical Skills

Professional Experience

CEO/President

January 2003 to Current

Gadsden Property Investment Inc. DBA- GPI Construction Division– General Contractor, Port Charlotte, FL.

- Family Dollar Store, West Palm Beach, Florida Project cost $310.00 K
- Marriott Resort, Singer Island, Florida total project cost $46 M Phase I.
- Rosemary Storefront remodel, West Palm Beach, Florida, project cost $260 K.
- Broadway Commercial Housing Remodeling Project, West Palm Beach, Florida total cost $890 K.
- Rockford Housing Project Remodeling project, Rockford, IL. Cost $1.2 M

Other Experience:

- Atlanta Hawks- Power Forward, injured during pre-season and released after first 10 games 1984-85 season
- European Basketball – Holland Power Forward 1986-1987
- CBA Basketball player Power Forward 1987-1990
- Director of FTAC Program, Basketball Fundamental Training and Conditioning Program 2009-2012
- Director of the Apprenticeship Program for the Florida East Coast Chapter of The Associated General Contractors American, Inc. 2008-2009
- Member of My Safe Florida Building Program since 2006
- Motorola Inc, Engineering Six-Sigma Black Belt Radio division 1994-2002
- Ingersoll Milling Machine Inc. (Ergonomics Engineer) 1990-1994
- AutoCAD designer for Black & Veatch Architectural & Engineering; project Student Dorm 1988-90

Education

Bethune-Cookman University, Daytona Beach, Florida, Bachelor of Science Degree in Mathematics
Berean College and Seminary, Tampa Florida, Master of philosophy - Biblical Studies
Newburgh Theological Seminary, Doctor of Philosophy in Pastoral Ministry

Active Licenses:

Certified Building Contractor # CBC1254324 & CBC1267165

Computer Skills:

Microsoft Word, Excel, Lotus 123, Power Point, Mechanical & Architecture CAD design.

Awards Received

1995- Developed a procedure for increasing cp/cpk levels on the Fuji CPA6 Chip shooter

REFERENCES UPON REQUEST

Application Form

Introductory Information

Public Record Acknowledgement

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☑ I Agree

Profile

Kathy
First Name

Kemeny
Last Name

kathyk@jcaos.com
Email Address

403 Fairmont Terrace
Home Address

Port Charlotte
City

FL
State

33954
Postal Code

Mobile: (941) 815-7398
Primary Phone

Business: (941) 235-1300
Alternate Phone

Do you reside within the incorporated City limits of Punta Gorda?

○ Yes ◉ No

Are you a full-time resident of the City?

○ Yes ◉ No

Resume.pdf
Upload a Resume

Why are you interested in serving on a board or commission?

I am very interested in serving our area in the construction industry. I am very passionate about upholding standards and qualifications in the building industry.

Which Boards would you like to apply for?

Building Board: Eligible

Question applies to multiple boards

Financial Disclosure Acknowledgement

If I am appointed to a board requiring financial disclosure, I agree to file the Form 1 Financial Disclosure and Form 1F Final Statement via the Florida Commission on Ethics online portal within the required timeframes.

☑ I Agree

Bylaws/Ordinances

I have reviewed the governing document(s) for the board(s) to which I am applying and understand what my role as a member will be, and I have the necessary time to devote to serving on the board(s) to which I am applying.

☑ I Agree

Compliance with Laws

I will comply with all applicable laws including, but not limited to, Florida's Public Records Law (Florida Statutes Chapter 119) and the Sunshine Law (Florida Statutes Section 286.011). I will review materials supplied on these subjects by the City Clerk's Office.

☑ I Agree

Question applies to multiple boards

Would you be willing to serve as an alternate?

◉ Yes ○ No

Have you served on a City of Punta Gorda Board previously?

○ Yes ◉ No

Are you currently serving on a City Board?

○ Yes ◉ No

Are you a graduate of the Punta Gorda Citizens' Academy?

○ Yes ◉ No

Concluding Information

Kathy Kemeny

403 Fairmont Terrace
Port Charlotte, FL
33954
941.815.7398
kathyk@jcaos.com

EXPERIENCE

Just Counters & other stuff, Inc-Vice President

2002-Present

My husband and I own a local remodeling and cabinetry and countertop company that employs roughly 20 employees

Just Spec Homes, LLC- Manager

2018-Present

Build single family homes in Charlotte County, primarily in the South Gulf Cove Area

Kemeny Properties, Inc- Vice President

2003-Present

Own several commercial and residential rental properties in the Charlotte County area

EDUCATION

Edinboro University of Pennsylvania

1995

Obtained Bachelor of Science in Nuclear Medicine Technology, BSNMT

Worked in the medical field full-time for 26 years

National certifications NMTCB and ARRT(N) active

CBC 1266162 and CBC 1266495 December 2022

I became a Certified Building Contractor through the state of Florida in 2022 and act as an additional qualifier for both of our construction companies

Currently serving my second 3 year term as a Contractor Board Member for the Charlotte Desoto Building Industry Association

Application Form

Introductory Information

Profile

John “garrett”
First Name

Kizer
Last Name

garrettkizer@gmail.com
Email Address

413 W Retta Esplanade
Home Address

Punta Gorda
City

FL
State

33950
Postal Code

Mobile: (941) 628-9765
Primary Phone

Business: (941) 347-4665
Alternate Phone

Do you reside within the incorporated City limits of Punta Gorda?

(•) Yes ( ) No

Are you a full-time resident of the City?

(•) Yes ( ) No

Current/Former Occupation:

Owner of Charlotte Harbor Construction

Work Experience:

I’ve been in the Florida construction business for approx 20 years. Projects range from production single family hones up to 5 million dollar custom homes. Also have experience in commercial construction projects up to 12 million.



Upload a Resume

Community Involvement:

Currently Serve on the board of directors for Crossroads Hope Academy and have done so for six years. Also serve on the community board for the Punta Gorda YMCA.

Why are you interested in serving on a board or commission?

To help support the local community, industry, and learn more in the process.

Interests/Activities:

Avid fisherman, love to travel, and support local community causes.

Which Boards would you like to apply for?

Building Board: Submitted

Bylaws/Ordinances

I have reviewed the governing document(s) for the board(s) to which I am applying and understand what my role as a member will be, and I have the necessary time to devote to serving on the board(s) to which I am applying.

☑ I Agree

Compliance with Laws

I will comply with all applicable laws including, but not limited to, Florida's Public Records Law (Florida Statutes Chapter 119) and the Sunshine Law (Florida Statutes Section 286.011). I will review materials supplied on these subjects by the City Clerk's Office.

☑ I Agree

Question applies to multiple boards

Florida law requires members of one or more of the boards you have selected to file a Form 1 Financial Disclosure, which must be submitted to the Florida Commission on Ethics within 30 days of appointment. Are you willing to serve on such a board?

◉ Yes ○ No

Question applies to multiple boards

Would you be willing to serve as an alternate?

○ Yes ◉ No

Have you served on a City of Punta Gorda Board previously?

○ Yes ◉ No

Are you currently serving on a City Board?

○ Yes ◉ No

Have you ever held a professional license or certificate?

◉ Yes ○ No

If yes, please indicate the license/certificate title, the issue date and the issuing authority.

State of Florida certified building contractor.

Are you a graduate of the Punta Gorda Citizens' Academy?

○ Yes ◉ No

Concluding Information



CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

BOARDS / COMMITTEE

Title: **Appointments:** Burnt Store Isles Canal Advisory Committee (2 regular)

Funds: Not applicable.

Recommended Action: Staff recommends City Council appoint 2 regular members.

Summary: Ian Milne and Rick Daugherty's second terms on the Burnt Store Isles Canal Advisory Committee will expire on November 15, 2025. They have indicated they do not desire to seek reappointment. The appointments will be for the three-year terms until November 15, 2028.
Lee Brandt, William Drummond, and Donald Sedberry have expressed an interest in serving and are eligible to do so.
Burnt Store Isles Canal Advisory Committee (BSI CAC) – Meets monthly on the second Tuesday at 1:30 p.m. in City Council Chambers. Must be resident of Burnt Store Isles Canal Maintenance Assessment District. Five-member board. Three-year terms. Maximum of three terms. Financial disclosure required.
Makes recommendations to City Council on effective maintenance of existing canals, waterways and navigable channels within the district, together with the maintenance and reconstruction of seawalls. Holds public hearings and makes final decision on petitions for Canal Construction Special Permits.

Department/Division: City Clerk

EXHIBITS:

1. Burnt Store Isles Canal Advisory Committee
2. Brandt Application
3. Drummond Application
4. Sedberry Application

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.

Overview

Size 5 Seats

Term Length 3 Years

Term Limit 3 Terms

Contact

Name Marc Storm

Email MStorm@cityofpuntagordafl.com

Phone n/a

Additional

Documents for New Appointees

2025_Form_1F_Instructions.pdf
2024_Form_1_Instructions.pdf
Board_Member_Handbook.pdf
2024-government-in-the-sunshine-manual.pdf
Burnt_Store_Isles_Canal_Advisory_Committee_Bylaws_-_Final.pdf
BSI_CAC_Quasi-Judicial_Proceedings_Training_Presentation_-_Copy.pdf

Meetings

Regular meetings of the Burnt Store Isles Canal Advisory Committee shall be temporarily held in the Military Heritage Museum, 900 West Marion Avenue, Punta Gorda, Florida, at 1:30 p.m., the second Tuesday of each month, unless noticed otherwise. Meeting dates may be changed or cancelled by staff or by consensus of the Committee during a public meeting. Members shall be notified immediately of any meeting date changes made by staff. Special meetings and/or workshops may be held at the call of staff, the Chair or, in his/her absence, the Vice Chair. All meetings shall be open to the public.

Duties

The Burnt Store Isles Canal Advisory Committee shall have no authority other than as stipulated by the Bylaws and approved by the City Council. The Committee may: A. Make recommendations to the City Council on: 1. The effective maintenance of existing canals, waterways and navigable channels, including the Burnt Store Isles boat lock, within the district together with the maintenance and reconstruction of bulkheads and retaining walls. 2. The adoption of construction standards for seawalls, docks, davits, boat lifts and associated pilings. 3. The proposed fiscal year operational budget, sources of revenue and any other expenditure of funds for the district. 4. Proposed ordinances or resolutions pertaining to district operations. 5. Requests to include lands not currently included within the district. 6. Requests for variances located on land abutting and lying within six feet of the seawall. B. Review and consider comments and concerns from residents related but not limited to enforcement issues such as excessive boat speeds, excessive wake, anchoring in navigable channels, illegal netting, operation of boats without lighting and interference with navigation in order to make recommendations and/or forward to the applicable City enforcement department. C. Decide on petitions for variances to the provisions of Punta Gorda Code Chapter 6, Article 2, Section 2-1.

Application Form

Introductory Information

Public Record Acknowledgement

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☑ I Agree

Profile

Lee
First Name

Brandt
Last Name

labrandt1@verizon.net
Email Address

669 Macedonia Dr
Home Address

Punta Gorda
City

FL
State

33950
Postal Code

Do you reside within the incorporated City limits of Punta Gorda?

◉ Yes ○ No

Are you a full-time resident of the City?

◉ Yes ○ No

Brandt_Resume_2025.docx
Upload a Resume

Why are you interested in serving on a board or commission?

I live on the perimeter canal and am an avid boater. I also like to be involved in the community.

Which Boards would you like to apply for?

Burnt Store Isles Canal Advisory Committee: Submitted

Question applies to multiple boards

Financial Disclosure Acknowledgement

If I am appointed to a board requiring financial disclosure, I agree to file the Form 1 Financial Disclosure and Form 1F Final Statement via the Florida Commission on Ethics online portal within the required timeframes.

☑ I Agree

Bylaws/Ordinances

I have reviewed the governing document(s) for the board(s) to which I am applying and understand what my role as a member will be, and I have the necessary time to devote to serving on the board(s) to which I am applying.

☑ I Agree

Compliance with Laws

I will comply with all applicable laws including, but not limited to, Florida's Public Records Law (Florida Statutes Chapter 119) and the Sunshine Law (Florida Statutes Section 286.011). I will review materials supplied on these subjects by the City Clerk's Office.

☑ I Agree

Question applies to Burnt Store Isles Canal Advisory Committee

I am a resident of the Burnt Store Isles Canal Maintenance Assessment District.

◉ Yes ○ No

Have you served on a City of Punta Gorda Board previously?

○ Yes ◉ No

Are you currently serving on a City Board?

○ Yes ◉ No

Are you a graduate of the Punta Gorda Citizens' Academy?

○ Yes ◉ No

Concluding Information

Lee Brandt

669 Macedonia Dr., Punta Gorda, FL 33950 • (610) 513-2881 • labrandt1@verizon.net

Work Experience

OCT 2015 – MARCH 2018
Site Supervisor | Science Applications International Corp. | Philadelphia, PA

Responsible for all aspects of the training program administration, including communication with FAA and contract staff, contract execution, resource supervision, financial management, and training plan development for a seven facility District.

JANUARY 2008 – SEPTEMBER 2015
Contract Training Instructor | Raytheon / Washington Consulting Group | Philadelphia, PA

Responsible for the conduct and administration of various classroom and simulation courses to be conducted at FAA s Field sites. Created and updated training materials. Programmed and operated training simulators.

NOVEMBER 1982 – JANUARY 2008
Air Traffic Controller | Federal Aviation Administration | Philadelphia, PA

Responsible for the safe, orderly and expeditious movement of air traffic.

Education

DECEMBER 2007
Bachelor of Science Business Management | Strayer University | Springfield, PA

Recent Activities

Treasurer, Burnt Store Isles Assn.; 2021/2025.

Treasurer, Punta Gorda Boaters' Alliance; 2024.

Assistant Education Officer and Instructor, Peace River Sail and Power Squadron; 2025.

Application Form

Introductory Information

Public Record Acknowledgement

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☑ I Agree

Profile

William
First Name

H
Middle Initial

Drummond
Last Name

williamhdrummond36@gmail.com
Email Address

552 Macedonia Dr
Home Address

Punta Gorda
City

FL
State

33950
Postal Code

Do you reside within the incorporated City limits of Punta Gorda?

◉ Yes ○ No

Are you a full-time resident of the City?

◉ Yes ○ No

Resume_for_William_H_Drummond.docx
Upload a Resume

Why are you interested in serving on a board or commission?

I would like to assist in seeing that our BSI canals are properly maintained for boaters and homeowners.

Which Boards would you like to apply for?

Burnt Store Isles Canal Advisory Committee: Submitted

Question applies to multiple boards

Financial Disclosure Acknowledgement

If I am appointed to a board requiring financial disclosure, I agree to file the Form 1 Financial Disclosure and Form 1F Final Statement via the Florida Commission on Ethics online portal within the required timeframes.

☑ I Agree

Bylaws/Ordinances

I have reviewed the governing document(s) for the board(s) to which I am applying and understand what my role as a member will be, and I have the necessary time to devote to serving on the board(s) to which I am applying.

☑ I Agree

Compliance with Laws

I will comply with all applicable laws including, but not limited to, Florida's Public Records Law (Florida Statutes Chapter 119) and the Sunshine Law (Florida Statutes Section 286.011). I will review materials supplied on these subjects by the City Clerk's Office.

☑ I Agree

Question applies to Burnt Store Isles Canal Advisory Committee

I am a resident of the Burnt Store Isles Canal Maintenance Assessment District.

◉ Yes ○ No

Have you served on a City of Punta Gorda Board previously?

○ Yes ◉ No

Are you currently serving on a City Board?

○ Yes ◉ No

Are you a graduate of the Punta Gorda Citizens' Academy?

◉ Yes ○ No

Month and year of graduation:

2015?

Concluding Information

Resume for William H. Drummond

I am lucky in marriage, and Mary and I live in Burnt Store Isles. We are retired and fulltime residents. We owned and managed a folding paper box company in North Carolina, which we sold in 2005. During my years spent in North Carolina, I was appointed to the NC Wildlife Commission for a term, as I have always had a great interest in fishing and hunting.

I am 88 years old and in excellent physical condition. I currently boat 2 to 3 days a week, play golf twice a week, and workout at the Punta Gorda YMCA.

I am a graduate of the Punta Gorda Citizens' Academy. For two years I did water quality testing for CHEC, and I was formerly membership chairman for Burnt Store Isles Boat Club. I am also a former president of a Verandah community (Fort Myers) neighborhood homeowners' association.

We have a 26' Bonefish bay boat which has passed a Coast Guard safety inspection, and I have a Florida Safe Boating course certificate.

I am interested in fish conservation, wildlife conservation, and water quality. Safe boating is a necessity, and care of our creek and canals for all is of utmost importance. Preservation of our natural habitat is a top priority for me.

Application Form

Introductory Information

Public Record Acknowledgement

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☑ I Agree

Profile

Donald
First Name

C
Middle Initial

Sedberry
Last Name

dasedberry@gmail.com
Email Address

400 La Sila Court
Home Address

Punta Gorda
City

FL
State

33950
Postal Code

Do you reside within the incorporated City limits of Punta Gorda?

◉ Yes ○ No

Are you a full-time resident of the City?

◉ Yes ○ No

Resume_for_Canal_Advisorary_Board.docx
Upload a Resume

Why are you interested in serving on a board or commission?

Adele and I have resided in Burnt Store Isles for going on three years. We relocated from the Chicago area where I served as the Dental Service Chief at the Hines VA Hospital for seven years prior to retiring for a second time. I am a dentist by training and have spent the majority of my career as an Officer in the United States Air Force providing patient care and leading dental and medical facilities. I entered the USAF in 1984, retiring in 2014 after 30 years of service. Over the course of my USAF career, I've led several squadrons, a group and served in an Air Staff position. I've also served on the board of directors of two hospitals and two Medical Centers. I don't have any experience with the canals in the community other than living on one and enjoying some fishing from the dock. I understand that the Canal Advisor committee is needing new members and as a member of the Burnt Store Isles Homeowners Association, I would enjoy providing assistance where I could. Don Sedberry

Which Boards would you like to apply for?

Punta Gorda Isles Canal Advisory Committee: Submitted

Question applies to multiple boards

Financial Disclosure Acknowledgement

If I am appointed to a board requiring financial disclosure, I agree to file the Form 1 Financial Disclosure and Form 1F Final Statement via the Florida Commission on Ethics online portal within the required timeframes.

☑ I Agree

Bylaws/Ordinances

I have reviewed the governing document(s) for the board(s) to which I am applying and understand what my role as a member will be, and I have the necessary time to devote to serving on the board(s) to which I am applying.

☑ I Agree

Compliance with Laws

I will comply with all applicable laws including, but not limited to, Florida's Public Records Law (Florida Statutes Chapter 119) and the Sunshine Law (Florida Statutes Section 286.011). I will review materials supplied on these subjects by the City Clerk's Office.

☑ I Agree

Question applies to Punta Gorda Isles Canal Advisory Committee

I am a resident of the Punta Gorda Isles Canal Maintenance Assessment District.

◉ Yes ○ No

Have you served on a City of Punta Gorda Board previously?

- ○ Yes
- ◉ No

Are you currently serving on a City Board?

- ○ Yes
- ◉ No

Are you a graduate of the Punta Gorda Citizens' Academy?

- ○ Yes
- ◉ No

Concluding Information

Resume for canal advisory group

Adele and I have resided in Burnt Store Isles for going on three years. We relocated from the Chicago area where I served as the Dental Service Chief at the Hines VA Hospital for seven years prior to retiring for a second time. I am a dentist by training and have spent the majority of my career as an Officer in the United States Air Force providing patient care and leading dental and medical facilities. I entered the USAF in 1984, retiring in 2014 after 30 years of service. Over the course of my USAF career, I've led several squadrons, a group and served in an Air Staff position. I've also served on the board of directors of two hospitals and two Medical Centers.

I don't have any experience with the canals in the community other than living on one and enjoying some fishing from the dock. I understand that the Canal Advisor committee is needing new members and as a member of the Burnt Store Isles Homeowners Association, I would enjoy providing assistance where I could.

Don Sedberry

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

BOARDS / COMMITTEE

Title: Coastal and Heartland National Estuary Partnership (CHNEP) Management Committee Designee

Funds:

Recommended Action: Appointment of CHNEP Management Committee Designee

Summary: The City of Punta Gorda currently does not have a designated representative on the Coastal and Heartland National Estuary Partnership (CHNEP) Management Committee. This appointment supports City policy to "support the recommendations of the Coastal and Heartland National Estuary Partnership's Comprehensive Conservation and Management Plan" (Policy 2A.1.2.9, City of Punta Gorda Comprehensive Plan 2045).
The City's designee to the Management Committee will be responsible for attending committee meetings and gathering information on regional scientific research, restoration efforts, and resource management initiatives relevant to Punta Gorda and the surrounding region.
The City Manager recommends Boyd Lawrence, Urban Design Director, for this appointment. His professional experience with Planning and Capital Projects, along with his academic background in Public Administration—make him well qualified to represent the City on the CHNEP Management Committee.

Department/Division: Urban Design / City Manager

EXHIBITS:

REPORTS FROM CITY OFFICERS

Title: City Manager

Funds:

Recommended Action:

Summary:

Department/Division: City Manager

EXHIBITS:

REPORTS FROM CITY OFFICERS

Title: Interim City Attorney

Funds:

Recommended Action:

Summary:

Department/Division: City Manager

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
11/19/2025

REPORTS FROM CITY OFFICERS

Title: City Clerk

Funds:

Recommended Action:

Summary:

Department/Division: City Manager

EXHIBITS: