CITY COUNCIL AGENDA
120 LAISHLEY COURT, PUNTA GORDA, FLORIDA 33950
**********AMENDED AGENDA**********
MAY 20, 2026, 9:00 AM

MEMBERS

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

CITY OFFICIALS

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

CALL TO ORDER
Roll Call
Invocation
Pledge of Allegiance
Announcements
Next Meeting - June 3, 2026, Regular City Council Meeting at 9am at Burnt Store Presbyterian Church located at 11330 Burnt Store Road, Punta Gorda, FL 33955.

AGENDA APPROVAL

1. PROCLAMATIONS / PRESENTATIONS

   1.a National Public Works Week

   1.b National Safe Boating Week

   1.c Juan Ponce de Leon Conquistador Day

2. **PUBLIC INPUT**

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

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

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

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

4.a A resolution of the City Council of the City of Punta Gorda, Florida, accepting a Bill of Sale, Release of Liens/Affidavit of No Liens, and utility easements, from BIG SREG Jones Loop LLC, and utility easement from North Loop CDD, and warranty from Horizon Construction Inc., for water and wastewater facilities at the development known as Jones loop Commercial located at 26140 Jones Loop Rd; providing for conflicts and severability; and providing an effective date.

5. **CONSENT AGENDA**

5.a Invoice of Leskovich Law Group, P.A. for legal services rendered through April 2026 in the amount of $7,750.00.

5.b Invoice of Persson, Cohen & Mooney, P.A. for legal services rendered through May 5, 2026, in the amount of $952.00.

5.c April 22, 2026, City Council Meeting Minutes

5.d Demolition Permits Update

6. REGULAR AGENDA

6.a University of Florida - Punta Gorda Resilient Futures

6.b Punta Gorda Historic Mural Society New Mural Request: Punta Gorda Rotary - 100 Years of Service

6.c Event Permit - 26-00196621 - Fourth Fest and Fireworks Exclusive Use of Laishley Park - July 2-5 2026

6.d PGI Green Thumbs Sculpture Placement Request

6.e Agreement award to Browning Chapman, LLC of IN, to seal all joints and penetrations, and apply a waterproof traffic rated membrane on the second level of Herald Court Center Parking Garage.

6.f Award of Amendment to Carollo Engineers, Inc., of Sarasota, FL, to provide professional services to inspect Hendrickson Dam at the Shell Creek Reservoir.

6.g Local Agency Program Agreement for Alligator Creek Multi-use Trail Bridge - Design and Engineering

6.h Golf Cart Discussions

6.i Project Updates

7. **BOARDS / COMMITTEE**

7.a Announcement of Vacancies: Building Board (1 consumer advocate seat)

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

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

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

7.e Nominations: Building Board (1 alternate)

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

7.g Appointment: Building Board (1 alternate)

8. **REPORTS FROM CITY OFFICERS**

8.a City Clerk

8.b City Manager

8.c City Attorney

9. **COUNCIL MEMBER COMMENTS**

10. PUBLIC INPUT

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

ADJOURNMENT

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

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

CITY COUNCIL
CITY OF PUNTA GORDA
05/20/2026

PROCLAMATIONS / PRESENTATIONS

Title:	National Public Works Week
Funds:	Not applicable.
Recommended Action:	City Council present the proclamation to Ron Everts, Public Works Director.
Summary:	The proclamation declares May 17 through May 23, 2026, to be National Public Works Week.
Department/Division:	City Clerk

EXHIBITS:

1. National Public Works Week 2026

PROCLAMATION
City of Punta Gorda

WHEREAS, public works professionals focus on infrastructure, facilities, and services of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of Punta Gorda; and

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Punta Gorda to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE, the City Council of the City of Punta Gorda, Florida does hereby proclaim the week of May 17 through May 23, 2026, as

National Public Works Week

and urges all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees, and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

PASSED AND DULY ADOPTED this 20th day of May 2026.

CITY OF PUNTA GORDA, FLORIDA

_____
Dr. Deborah O. Lux, Mayor

ATTEST:

_____
Sara Welch, City Clerk

CITY COUNCIL
CITY OF PUNTA GORDA
05/20/2026

PROCLAMATIONS / PRESENTATIONS

Title:	National Safe Boating Week
Funds:	Not applicable
Recommended Action:	Present the proclamation to Carl Moore, United States Coast Guard Auxiliary Flotilla 98.
Summary:	The proclamation declares May 16 through May 22, 2026 to be National Safe Boating Week.
Department/Division:	City Clerk

EXHIBITS:

1. National Safe Boating Week

PROCLAMATION
City of Punta Gorda

WHEREAS, National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year; and

WHEREAS, on average, 650 people die each year in boating-related accidents in the U.S.; 75 percent of these are fatalities caused by drowning; and

WHEREAS, most of these accidents are caused by human error or poor judgment and not by the boat, equipment, or environmental factors; and

WHEREAS, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets.

NOW, THEREFORE, the City Council of the City of Punta Gorda, Florida does hereby proclaim the 16th through the 22nd of May 2026, as

National Safe Boating Week

and urges all who live, work, and play on the waters of Punta Gorda to start a year-round effort to promote safe boating.

PASSED AND DULY ADOPTED this 20th day of May 2026.

CITY OF PUNTA GORDA, FLORIDA

_____
Dr. Deborah O. Lux, Mayor

ATTEST:

_____
Sara Welch, City Clerk

CITY COUNCIL
CITY OF PUNTA GORDA
05/20/2026

PROCLAMATIONS / PRESENTATIONS

Title:	Juan Ponce de Leon Conquistador Day
Funds:	Not applicable.
Recommended Action:	The proclamation be presented to the Royal Order of Ponce de Leon Conquistadors.
Summary:	The proclamation declares May 23, 2026, to be Juan Ponce de Leon Conquistador Day.
Department/Division:	City Clerk

EXHIBITS:

1. Juan Ponce de Leon Conquistador Day

PROCLAMATION
City of Punta Gorda

WHEREAS, the Royal Order of the Juan Ponce de Leon Conquistadors was formed in 1979 to commemorate and perpetuate the memory of Juan Ponce de Leon, his discovery of Florida in 1513, his attempt to establish a European Colony on Charlotte Harbor in 1521, the first documented attempt in America, and his impact on the establishment of the City of Punta Gorda; and

WHEREAS, the Ponce de Leon Conquistadors have since visited Palencia, Spain, near the place where Juan Ponce de Leon was born, and San Juan, Puerto Rico, where he served as governor not only of Puerto Rico, but of the land he named La Florida, thereby strengthening the ties between Punta Gorda and its sister cities; and

WHEREAS, the people of the City of Punta Gorda now wish to show their appreciation to the Ponce de Leon Conquistadors for their efforts in carrying out their programs to commemorate the memory of Juan Ponce de Leon, their efforts at promoting cultural exchanges, their dedication to history, and the zeal with which they carry out their activities.

NOW, THEREFORE, the City Council of the City of Punta Gorda, Florida does hereby proclaim the 23rd of May 2026, as

Juan Ponce de Leon Conquistador Day

in the City of Punta Gorda, encouraging all citizens to join in paying tribute on this day.

PASSED AND DULY ADOPTED this 22nd day of May 2026.

CITY OF PUNTA GORDA, FLORIDA

_____
Dr. Deborah O. Lux, Mayor

ATTEST:

_____
Sara Welch, City Clerk

CITY COUNCIL
CITY OF PUNTA GORDA
05/20/2026

ORDINANCES / RESOLUTIONS
(No Public Hearing Required)

Title:

A resolution of the City Council of the City of Punta Gorda, Florida, accepting a Bill of Sale, Release of Liens/Affidavit of No Liens, and utility easements, from BIG SREG Jones Loop LLC, and utility easement from North Loop CDD, and warranty from Horizon Construction Inc., for water and wastewater facilities at the development known as Jones loop Commercial located at 26140 Jones Loop Rd; providing for conflicts and severability; and providing an effective date.

Funds: Not applicable.

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

Summary:

BIG SREG Jones Loop LLC has constructed a public water system, and a public wastewater collection system to provide public water and public sewer availability to the Jones Loop Commercial development. The utility facilities have been completed and the Developer is seeking to convey the utility facilities to the City of Punta Gorda.

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

Department/Division: Utilities

EXHIBITS:

1. Resolution
2. Utility Turn Over Packet

CITY OF PUNTA GORDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PUNTA GORDA, FLORIDA, ACCEPTING A BILL OF SALE, RELEASE OF LIENS/AFFIDAVIT OF NO LIENS, AND UTILITY EASEMENT, FROM BIG SREG JONES LOOP LLC, AND UTILITY EASEMENT FROM NORTH LOOP CDD, AND WARRANTY FROM HORIZON CONSTRUCTION INC., FOR WATER AND WASTEWATER FACILITIES AT THE DEVELOPMENT KNOWN AS JONES LOOP COMMERCIAL LOCATED AT 26140 JONES LOOP RD; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, BIG SREG Jones Loop, LLC is the owner/developer of a commercial subdivision known as Jones Loop Commercial, which is located within the Punta Gorda Utility Service Area; and

WHEREAS, the developer has constructed a public water system and a public wastewater collection system as part of its development activity to serve Jones Loop Commercial: and

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

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

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

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

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

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

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

_____
Deborah Lux, Mayor

ATTEST:

_____
Sara Welch, City Clerk

APPROVED AS TO FORM:

_____
Steven Leskovich, City Attorney

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned hereinafter referred to as Developer, for and in consideration of ten dollars ($10.00) and other good and valuable consideration, and the receipt of which is hereby acknowledged by the City of Punta Gorda Utilities, an agency of the City of Punta Gorda, herein referred to as Utilities, by these presents does remise, release, quit claim and sell unto the said Utilities, its successors and assigns, all certain facilities located in Punta Gorda more particularly described as follows:

Exhibit "A" attached hereto.

TOGETHER with all of the rights of the Developer arising out of any and all guarantees, performance bonds, contracts and agreements of the Developer in connection with the said water and/or sewer system.

TOGETHER with every right, privilege, permit and easement of every kind and nature of the Developer and in connection with the facility herein described, as the same are now located, all such rights pertaining only to the facility herein described.

TO HAVE AND TO HOLD the same unto Utilities, its successors and assigns, forever.

IN WITNESS WHEREOF, said Developer has caused these presents to be signed in its name

this 22 day of April, 20 26.

BIG SREG Jones Loop, LLC

By: Teal Henderson
Teal Henderson, Manager

Witness 1:

Signature

Noah Shaffer
Printed Name

Witness 2:

Signature

Victor Catalan
Printed Name

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22 day of APRIL, 20 26, by TEAL HENDERSON who is personally known to me or who has produced FL DL as identification and who did/did not take an oath.

ARLO B HENDERSON NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires October 11, 2027 HH 463482

Notary Public State of Florida

ARLO HENDERSON
Print Name
My Commission Expires: 10/11/27

EXHIBIT "A"

CERTIFICATION OF DETAILED COST OF CONTRIBUTORY ASSETS

Project Name: Jones Loop Commercial North (DP-24-15)

Location: 26140 Jones Loop Road, Punta Gorda, FL 33950

Type Utility System: Water

(list water or sewer) use separate forms if both.

Description and Cost of material, labor, and services, (Please list each element of the system, e.g., pipe, manholes, lift stations, meters, valves, fittings, etc.)

Item	*Size*	*Qty*	*Unit*	*Cost*	*Total*
DR-18 PVC C900 Watermain	8"	2,206	LF	41.30	$ 91,107.80
Fire Hydrant Assembly	6"	4	EA	7,500.00	$ 30,000.00
Tapping Sleeve and Valve	8" x 8"	1	EA	3,500.00	$ 3,500.00
Gate Valve	8"	3	EA	3,000.00	$ 9,000.00
Water Service	2"	7	EA	2,500.00	$ 17,500.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
				TOTAL AMOUNT	$ 151,107.80

(If more space if required, use additional pages. Number each page and include the name of the project.)

EXHIBIT "A" (continued)

I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system being contributed to the City of Punta Gorda and corresponds with the record drawings.

Roy Turner

Roy Turner Project Manager

Name & Title of Certifying Agent

Of: Horizon Construction

Firm or Corporation

Address: 415 Winkler Dr

Alpharetta, GA 30004

STATE OF Georgia)

COUNTY OF Forsyth)

The foregoing instrument was signed and acknowledged before me this 3 day of April, 2026, by Roy Turner

who has produced _____ as identification, and who did/did not take an oath.

Christine D McCoy

Notary Public Signature

Christine D. McCoy
MY COMMISSION EXPIRES
NOTARY
PUBLIC
06/08/2029
CHEROKEE COUNTY, GEORGIA
[Notary Seal]

Christine D McCoy

Printed Name of Notary Public

EXHIBIT "A"

CERTIFICATION OF DETAILED COST OF CONTRIBUTORY ASSETS

Project Name: Jones Loop Commercial North (DP-24-15)

Location: 26140 Jones Loop Road, Punta Gorda, FL 33950

Type Utility System: Wastewater
(list water or sewer) use separate forms if both.

Description and Cost of material, labor, and services, (Please list each element of the system, e.g., pipe, manholes, lift stations, meters, valves, fittings, etc.)

Item	*Size*	*Qty*	*Unit*	*Cost*	*Total*
SDR-26-PVC Sanitary Main (8'-10')	8"	535	LF	70.00	$ 37,450.00
SDR-26-PVC Sanitary Main (10'-12')	8"	400	LF	78.00	$ 31,200.00
SDR-26-PVC Sanitary Main (12'-14')	8"	400	LF	85.00	$ 34,000.00
SDR-26-PVC Sanitary Main (16'-18')	8"	92	LF	110.00	$ 10,120.00
Manhole (8'-10')	4'	2	EA	7,000.00	$ 14,000.00
Manhole (10'-12')	4'	1	EA	8,800.00	$ 8,800.00
Manhole (12'-14')	4'	1	EA	10,900.00	$ 10,900.00
Manhole (16'-18')	4'	1	EA	14,700.00	$ 14,700.00
Single Sanitary Service	6"	16	EA	1,100.00	$ 17,600.00
					$ 0.00
					$ 0.00
					$ 0.00
				TOTAL AMOUNT	$ 178,770.00

(If more space if required, use additional pages. Number each page and include the name of the project.)

EXHIBIT "A" (continued)

I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system being contributed to the City of Punta Gorda and corresponds with the record drawings.

Roy Turner Project Manager

Name & Title of Certifying Agent

Of: Horizon Construction

Firm or Corporation

Address: 415 Winkler Dr

Alpharetta, GA 30004

STATE OF Georgia)

COUNTY OF Forsyth)

The foregoing instrument was signed and acknowledged before me this 3 day of April, 2026, by Roy Turner

who has produced _____ as identification, and who did/did not take an oath.

Christine D McCoy

Notary Public Signature

Christine D McCoy

Printed Name of Notary Public



[Notary Seal]

RELEASE OF LIENS/AFFIDAVIT OF NO LIENS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned hereinafter referred to as Developer, for and in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by the City of Punta Gorda Utilities, an agency of the City of Punta Gorda, hereinafter referred to as Utilities, hereby releases and quit claims to said Utilities, its successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever which Developer now has or may have against the following, which is more particularly described as:

SEE ATTACHED SCHEDULE OF VALUES AS EXHIBIT "A".

on account of labor performed and/or materials furnished in connection with the above agreement and that all labor and materials used by Developer for the said services have been fully paid.

Developer warrants to Utilities that it is the lawful owner of the property herein described and that said property is either free from any and all encumbrances or if encumbered, Developer has properly notified Utilities of any encumbrance. Developer further warrants to Utilities that it has the right to sell these goods and will warrant and defend the right against the lawful claims and demands of all persons to the extent permitted by law.

IN WITNESS WHEREOF, said Developer has caused these presents to be signed in its name this 22 day of April, 2026.

BIG SREG Jones Loop, LLC

By: Teal Henderson
Teal Henderson, Manager

Witness 1:

Signature

Noah Shaffer
Printed Name

Witness 2:

Signature

Victor Catalan
Printed Name

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22 day of April, 2026, by TEAL HENDERSON, who is personally known to me or who had produced FL D.L as identification and who did did not take an oath.

ARLO B HENDERSON NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires October 11, 2027 HH 453492

Notary Public State of Florida

ARLO HENDERSON
Print Name
My Commission Expires: 10/11/27

EXHIBIT "A"

CERTIFICATION OF DETAILED COST OF CONTRIBUTORY ASSETS

Project Name: Jones Loop Commercial North (DP-24-15)

Location: 26140 Jones Loop Road, Punta Gorda, FL 33950

Type Utility System: Water

(list water or sewer) use separate forms if both.

Description and Cost of material, labor, and services, (Please list each element of the system, e.g., pipe, manholes, lift stations, meters, valves, fittings, etc.)

Item	*Size*	*Qty*	*Unit*	*Cost*	*Total*
DR-18 PVC C900 Watermain	8"	2,206	LF	41.30	$ 91,107.80
Fire Hydrant Assembly	6"	4	EA	7,500.00	$ 30,000.00
Tapping Sleeve and Valve	8" x 8"	1	EA	3,500.00	$ 3,500.00
Gate Valve	8"	3	EA	3,000.00	$ 9,000.00
Water Service	2"	7	EA	2,500.00	$ 17,500.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
				TOTAL AMOUNT	$ 151,107.80

(If more space if required, use additional pages. Number each page and include the name of the project.)

EXHIBIT "A" (continued)

I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system being contributed to the City of Punta Gorda and corresponds with the record drawings.

Roy Turner

Roy Turner Project Manager

Name & Title of Certifying Agent

Of: Horizon Construction

Firm or Corporation

Address: 415 Winkler Dr

Alpharetta, GA 30004

STATE OF Georgia)

COUNTY OF Forsyth)

The foregoing instrument was signed and acknowledged before me this 3 day of April, 2026, by Roy Turner

who has produced _____ as identification, and who did/did not take an oath.

Christine D mccoy

Notary Public Signature

Christine D. McCoy NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA MY COMMISSION EXPIRES 06/08/2029 [Notarial Seal]

Christine D mccoy

Printed Name of Notary Public

EXHIBIT "A"

CERTIFICATION OF DETAILED COST OF CONTRIBUTORY ASSETS

Project Name: Jones Loop Commercial North (DP-24-15)

Location: 26140 Jones Loop Road, Punta Gorda, FL 33950

Type Utility System: Wastewater
(list water or sewer) use separate forms if both.

Description and Cost of material, labor, and services, (Please list each element of the system, e.g., pipe, manholes, lift stations, meters, valves, fittings, etc.)

Item	*Size*	*Qty*	*Unit*	*Cost*	*Total*
SDR-26-PVC Sanitary Main (8'-10')	8"	535	LF	70.00	$ 37,450.00
SDR-26-PVC Sanitary Main (10'-12')	8"	400	LF	78.00	$ 31,200.00
SDR-26-PVC Sanitary Main (12'-14')	8"	400	LF	85.00	$ 34,000.00
SDR-26-PVC Sanitary Main (16'-18')	8"	92	LF	110.00	$ 10,120.00
Manhole (8'-10')	4'	2	EA	7,000.00	$ 14,000.00
Manhole (10'-12')	4'	1	EA	8,800.00	$ 8,800.00
Manhole (12'-14')	4'	1	EA	10,900.00	$ 10,900.00
Manhole (16'-18')	4'	1	EA	14,700.00	$ 14,700.00
Single Sanitary Service	6"	16	EA	1,100.00	$ 17,600.00
					$ 0.00
					$ 0.00
					$ 0.00
				TOTAL AMOUNT	$ 178,770.00

(If more space if required, use additional pages. Number each page and include the name of the project.)

EXHIBIT "A" (continued)

I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system being contributed to the City of Punta Gorda and corresponds with the record drawings.

Roy Turner Project Manager

Name & Title of Certifying Agent

Of: Horizon Construction

Firm or Corporation

Address: 415 Winkler Dr

Alpharetta, GA 30004

STATE OF Georgia)

COUNTY OF Forsyth)

The foregoing instrument was signed and acknowledged before me this 3 day of April, 2026, by Roy Turner who has produced _____ as identification, and who did/did not take an oath.

Christine D McCoy

Notary Public Signature

Christine D McCoy

Printed Name of Notary Public



[Notary Seal]

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guarantee all work executed by the contractor on the water and/or sewer systems of (Name of Development): Jones Loop Commercial North (DP-24-15)

to be free from defects in material and workmanship for a period of one (1) year from the date of acceptance by the City of Punta Gorda City Council members. The undersigned parties further agree that they will, at their expense, repair and replace all such defective work and all other work damaged by said defective work under this Warranty-Guaranty. During the 1-year warranty-guaranty period, the City shall have the right to require the Developer to perform a television inspection of his installed utilities at no cost to the City.

It is furthermore understood that the consideration for the giving of this warranty and/or guaranty is the requirement by the General Conditions and Specifications under which the contract was let that such warranty and/or guaranty would be given.

Horizon Construction
(Name of Owner or Contractor)

By: Roy Turner Project Manager
(Signature and Title)

STATE OF Georgia)
) SS:
COUNTY OF Forsyth)

The foregoing instrument was acknowledged before me this 3rd day of April, 20 26

by Roy Turner, who has produced _____
(Print or Type name) (Type of Identification and Number)

as identification, and who (did) (did not) take an oath.

Christine D McCoy
Notary Public Signature

Christine D McCoy
Print Name of Notary Public

n/a
Notary Commission Number:

Christine D. McCoy
MY COMMISSION EXPIRES
NOTARY
PUBLIC
06/08/2028
CHEROKEE COUNTY, GEORGIA

(Notary Seal)

UTILITY EASEMENT WITH THE CITY OF PUNTA GORDA

THIS EASEMENT made this 22 day of April, 20 26 is given by BIG SREG Jones Loop, LLC (hereinafter referred to as "GRANTOR") owner of the premises described below, in consideration of the payment of ten dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, has granted, bargained and sold to THE CITY OF PUNTA GORDA, a Florida Municipal Corporation, (hereinafter referred to as "GRANTEE"), 326 West Marion Avenue, Punta Gorda, Florida 33950, a nonexclusive easement or right of way for egress and ingress for the construction, operation, and maintenance of a sewage collection and/or water distribution system with the right to reconstruct, improve, add to, enlarge, change the size of, and remove said system on the property described in the attached Exhibit A.

GRANTEE shall conduct its construction activity in such a manner as not to interfere with GRANTOR'S use and enjoyment of its property. GRANTEE shall not allow any mechanic or materialman's liens to be filed or asserted against the property of GRANTOR arising out of any such construction activity and shall promptly cause any such liens which may be filed to be released and discharged of record. GRANTEE shall complete all construction, reconstruction, maintenance, repair and related activity hereunder in a prompt and diligent manner, and promptly following the completion of any construction, reconstruction, maintenance, repair or other activity hereunder GRANTEE shall restore the property to general grade, but shall not be responsible for restoring pavement, landscaping and other features within the easement area. GRANTEE shall maintain and keep the permanent easement area and all facilities and equipment located therein in good condition.

GRANTEE, as a political subdivision defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions. Nothing contained in this section shall be construed to be a waiver by GRANTEE of any protections under sovereign immunity, Section 768.28, Florida Statutes, or any other similar provision of law. Nothing contained herein shall be construed to be a consent by GRANTEE to be sued by third parties in any matter arising out of this or any other agreement.

The GRANTOR further agrees not to construct a permanent building or structure on said easement. It is expressly understood that the construction of a parking lot would not constitute a violation of this agreement.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be signed in its respective name and seal affixed on the day and year first above written.

Teal Henderson
GRANTOR

Teal Henderson
Printed Name

Witness 1:

Signature

Noah Shaffer
Printed Name

Witness 2:

Signature

Victor Catalan
Printed Name

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22 day of APRIL, 2024 by TEAL HENDERSON who is personally known to me or who has produced FL D.L as identification and who did/did not take an oath.

ARLO B HENDERSON NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires October 11, 2027 HH 483492

Notary Public, State of Florida

ARLO HENDERSON
Print Name
My Commission Expires: 10/11/27

EXHIBIT "A"

ATWELL
CONSULTING, ENGINEERING and CONSTRUCTION

DESCRIPTION OF A PARCEL OF LAND
LYING IN SECTION 21, T-41-S, R-23-E,
CHARLOTTE COUNTY, FLORIDA.

(UTILITY EASEMENT)

A UTILITY EASEMENT LYING OVER, UNDER AND ACROSS A PORTION OF THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT 3456210, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 41 SOUTH, RANGE 23 EAST, AS DEPICTED IN CERTIFIED CORNER RECORD DOCUMENT 104923; THENCE N 00°33'07" E ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21, A DISTANCE OF 85.00 FEET; THENCE N 89°06'52" W ALONG AN EXTENSION OF THE NORTHERLY RIGHT-OF-WAY LINE OF JONES LOOP ROAD, A DISTANCE OF 33.00 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS INSTRUMENT 3456210; THENCE N 00°33'07" E ALONG THE EASTERLY LINE OF SAID LANDS; SAID LINE ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF INDIAN SPRINGS CEMETERY ROAD, A DISTANCE OF 277.39 FEET TO THE **POINT OF BEGINNING**; THENCE N 89°07'12" W, A DISTANCE OF 149.53 FEET; THENCE S 00°53'08" W, A DISTANCE OF 18.81 FEET; THENCE N 89°06'52" W, A DISTANCE OF 15.00 FEET; THENCE N 00°53'08" E, A DISTANCE OF 18.81 FEET; THENCE N 89°07'12" W, A DISTANCE OF 362.70 FEET; THENCE S 00°53'08" W, A DISTANCE OF 19.67 FEET; THENCE N 89°06'52" W, A DISTANCE OF 15.00 FEET; THENCE N 00°53'08" E, A DISTANCE OF 19.67 FEET; THENCE N 89°07'12" W, A DISTANCE OF 382.08 FEET; THENCE S 00°53'08" W, A DISTANCE OF 19.63 FEET; THENCE N 89°06'52" W, A DISTANCE OF 15.00 FEET; THENCE N 00°53'08" E, A DISTANCE OF 19.63 FEET; THENCE N 89°07'12" W, A DISTANCE OF 384.66 FEET; THENCE S 00°53'08" W, A DISTANCE OF 17.35 FEET; THENCE N 89°06'52" W, A DISTANCE OF 15.00 FEET; THENCE N 00°53'08" E, A DISTANCE OF 17.36 FEET; THENCE N 89°06'52" W, A DISTANCE OF 19.09 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 112.50 FEET, A CENTRAL ANGLE OF 14°46'26", A CHORD BEARING OF N 81°43'38" W AND A CHORD LENGTH OF 28.93 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 29.01 FEET; THENCE N 74°20'25" W, A DISTANCE OF 56.12 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 87.50 FEET, A CENTRAL ANGLE OF 14°46'26", A CHORD BEARING OF N 81°43'38" W AND A CHORD LENGTH OF 22.50 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 22.56 FEET; THENCE N 89°06'52" W, A DISTANCE OF 110.50 FEET TO A POINT ON THE WEST LINE OF SAID LANDS; THENCE N 00°22'42" E ALONG SAID WEST LINE, A DISTANCE OF 50.00 FEET; THENCE S 89°06'52" E, A DISTANCE OF 110.94 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 137.50 FEET, A CENTRAL ANGLE OF 14°46'26", A CHORD BEARING OF S 81°43'38" E AND A CHORD LENGTH OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 35.46 FEET; THENCE S 74°20'25" E, A DISTANCE OF 56.12 FEET TO THE

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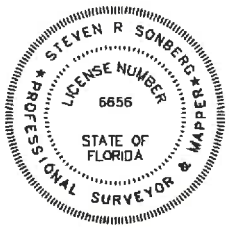
BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 62.50 FEET, A CENTRAL ANGLE OF 14°46'26", A CHORD BEARING OF S 81°43'38" E AND A CHORD LENGTH OF 16.07 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 16.12 FEET; THENCE S 89°06'52" E, A DISTANCE OF 19.09 FEET; THENCE S 89°07'12" E, A DISTANCE OF 1254.49 FEET; THENCE N 00°53'08" E, A DISTANCE OF 22.61 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS; THENCE S 89°06'52" E ALONG SAID NORTH LINE, A DISTANCE OF 69.24 FEET; THENCE S 00°53'08" W, A DISTANCE OF 22.61 FEET; THENCE S 89°07'12" E, A DISTANCE OF 14.95 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INDIAN SPRINGS CEMETERY ROAD; THENCE S 00°33'07" W, A DISTANCE OF 50.01 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 1.87 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON "THE STATE PLANE COORDINATE SYSTEM" FLORIDA ZONE WEST, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT - EPOCH 2010) AND WERE DERIVED FROM THE FLORIDA PERMANENT REFERENCE NETWORK SITE CODE "PNTA", IN U.S. FEET WHEREIN THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 41 SOUTH, RANGE 23 EAST BEARS N 00°33'07" E.

ATWELL, LLC
FLORIDA LICENSED BUSINESS NO. LB7832

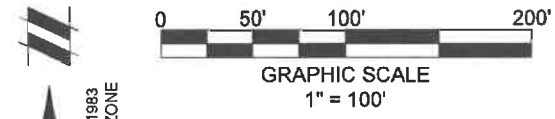
MARCH 12, 2026



Digitally signed by Steven R Sonberg
Date: 2026.04.30 14:34:01 -04'00'

STEVEN R. SONBERG, P.E., P.S.M.
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATION NO. 6656

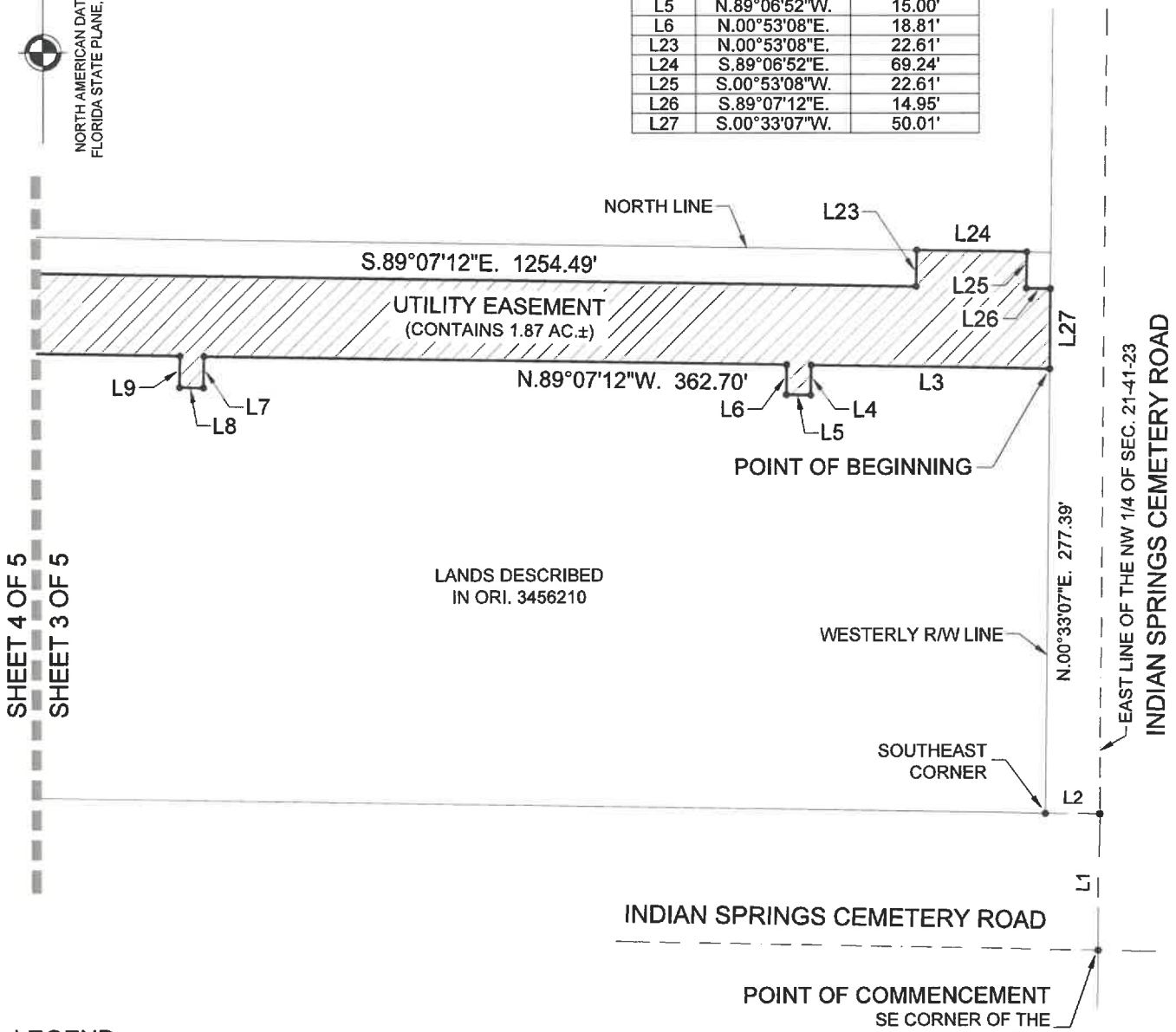
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NORTH AMERICAN DATUM OF 1983
FLORIDA STATE PLANE, WEST ZONE

LINE TABLE

LINE	BEARING	DISTANCE
L1	N.00°33'07"E.	85.00'
L2	N.89°06'52"W.	33.00'
L3	N.89°07'12"W.	149.53'
L4	S.00°53'08"W.	18.81'
L5	N.89°06'52"W.	15.00'
L6	N.00°53'08"E.	18.81'
L23	N.00°53'08"E.	22.61'
L24	S.89°06'52"E.	69.24'
L25	S.00°53'08"W.	22.61'
L26	S.89°07'12"E.	14.95'
L27	S.00°33'07"W.	50.01'



LEGEND

ORI.	OFFICIAL RECORDS INSTRUMENT
CCR	CERTIFIED CORNER RECORD
DOC.	DOCUMENT
R/W	RIGHT-OF-WAY
±	MORE OR LESS
AC.	ACRES
C1	C1 OF CURVE TABLE
L1	L1 OF LINE TABLE

NOTE: THIS IS NOT A BOUNDARY SURVEY

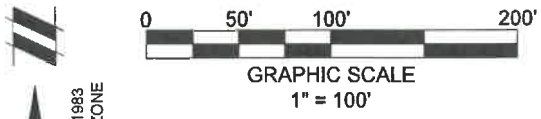
ATWELL
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PORT CHARLOTTE, FL 33952
941.625.1165
FLORIDA SURVEY CERTIFICATE OF AUTHORIZATION # LB 7832

SKETCH TO ACCOMPANY DESCRIPTION

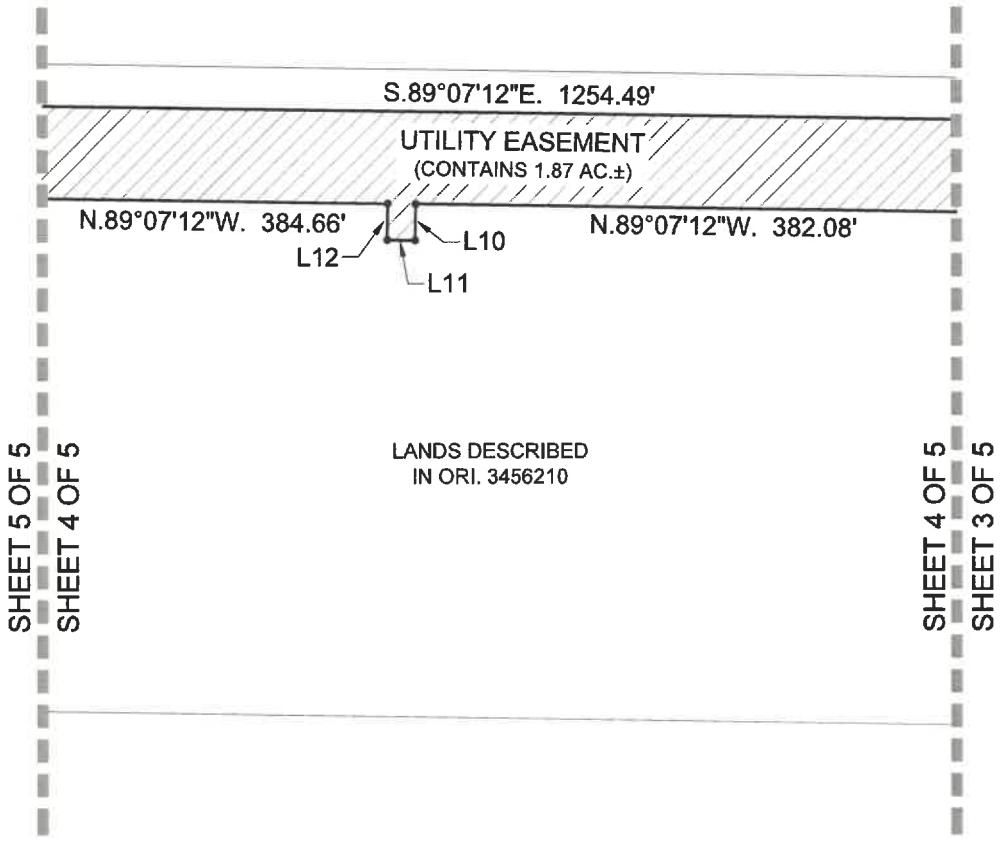
UTILITY EASEMENT

CHARLOTTE COUNTY, FLORIDA

DATE	PROJECT	DRAWN	CHECKED	SCALE	SHEET	(S-T-R)
3/12/2026	4672	JS	SS	1"=100'	3of5	21-41-23







LINE TABLE

LINE	BEARING	DISTANCE
L7	S.00°53'08"W.	19.67'
L8	N.89°06'52"W.	15.00'
L9	N.00°53'08"E.	19.67'
L10	S.00°53'08"W.	19.63'
L11	N.89°06'52"W.	15.00'
L12	N.00°53'08"E.	19.63'

LEGEND

ORI.	OFFICIAL RECORDS INSTRUMENT
CCR	CERTIFIED CORNER RECORD
DOC.	DOCUMENT
R/W	RIGHT-OF-WAY
±	MORE OR LESS
AC.	ACRES
C1	C1 OF CURVE TABLE
L1	L1 OF LINE TABLE

NOTE: THIS IS NOT A BOUNDARY SURVEY

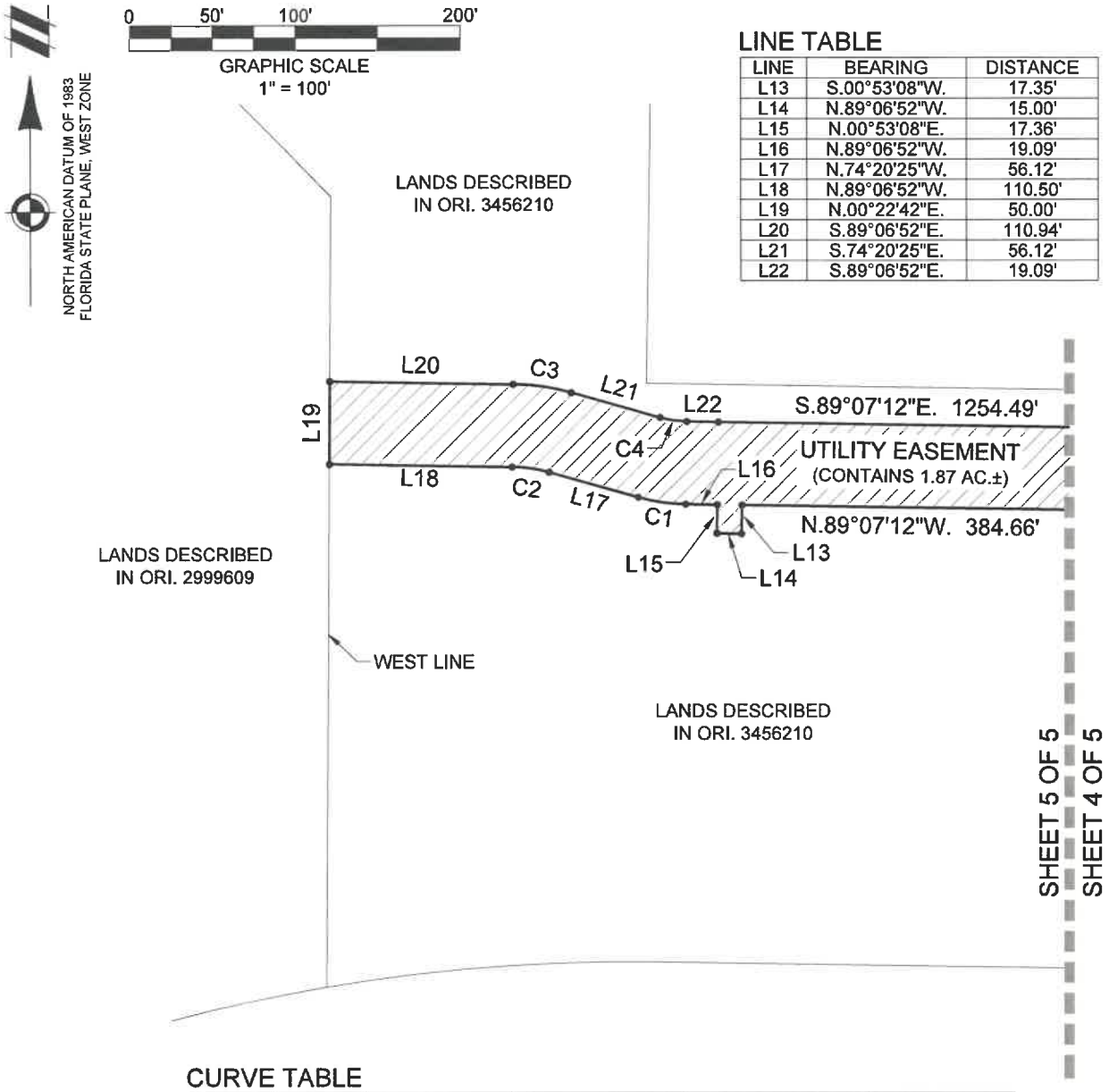
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FLORIDA SURVEY CERTIFICATE OF AUTHORIZATION # LB 7832

SKETCH TO ACCOMPANY DESCRIPTION

UTILITY EASEMENT

CHARLOTTE COUNTY, FLORIDA

DATE	PROJECT	DRAWN	CHECKED	SCALE	SHEET	(S-T-R)
3/12/2026	4672	JS	SS	1"=100'	4of5	21-41-23



LINE TABLE

LINE	BEARING	DISTANCE
L13	S.00°53'08"W.	17.35'
L14	N.89°06'52"W.	15.00'
L15	N.00°53'08"E.	17.36'
L16	N.89°06'52"W.	19.09'
L17	N.74°20'25"W.	56.12'
L18	N.89°06'52"W.	110.50'
L19	N.00°22'42"E.	50.00'
L20	S.89°06'52"E.	110.94'
L21	S.74°20'25"E.	56.12'
L22	S.89°06'52"E.	19.09'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	112.50'	29.01'	28.93'	N.81°43'38"W.	14°46'26"
C2	87.50'	22.56'	22.50'	N.81°43'38"W.	14°46'26"
C3	137.50'	35.46'	35.36'	S.81°43'38"E.	14°46'26"
C4	62.50'	16.12'	16.07'	S.81°43'38"E.	14°46'26"

LEGEND

ORI.	OFFICIAL RECORDS INSTRUMENT
CCR	CERTIFIED CORNER RECORD
DOC.	DOCUMENT
R/W	RIGHT-OF-WAY
±	MORE OR LESS
AC.	ACRES
C1	C1 OF CURVE TABLE
L1	L1 OF LINE TABLE

NOTE: THIS IS NOT A BOUNDARY SURVEY

ATWELL
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FLORIDA SURVEY CERTIFICATE OF AUTHORIZATION # LB 7832

SKETCH TO ACCOMPANY DESCRIPTION

UTILITY EASEMENT

CHARLOTTE COUNTY, FLORIDA

DATE	PROJECT	DRAWN	CHECKED	SCALE	SHEET	(S-T-R)
3/12/2026	4672	JS	SS	1"=100'	5of5	21-41-23

Prepared by:
Paul Martin
North Loop CDD
Chairman - 10/18/25

5259 River Bluff Lane
Fort Denaud FL 33935

UTILITY EASEMENT WITH THE CITY OF PUNTA GORDA

THIS EASEMENT made this _16th_day of _October_, 2025 is given by __North Loop Community Development District__ (hereinafter referred to as "GRANTOR") owner of the premises described below, in consideration of the payment of ten dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, has granted, bargained and sold to THE CITY OF PUNTA GORDA, a Florida Municipal Corporation, (hereinafter referred to as "GRANTEE"), 326 West Marion Avenue, Punta Gorda, Florida 33950, a nonexclusive easement or right of way for egress and ingress for the construction, operation, and maintenance of a sewage collection and/or water distribution system with the right to reconstruct, improve, add to, enlarge, change the size of, and remove said system on the property described in the attached Exhibit A.

GRANTEE shall conduct its construction activity in such a manner as not to interfere with GRANTOR'S use and enjoyment of its property. GRANTEE shall not allow any mechanic or materialman's liens to be filed or asserted against the property of GRANTOR arising out of any such construction activity and shall promptly cause any such liens which may be filed to be released and discharged of record. GRANTEE shall complete all construction, reconstruction, maintenance, repair and related activity hereunder in a prompt and diligent manner, and promptly following the completion of any construction, reconstruction, maintenance, repair or other activity hereunder GRANTEE shall restore the property to general grade, but shall not be responsible for restoring pavement, landscaping and other features within the easement area. GRANTEE shall maintain and keep the permanent easement area and all facilities and equipment located therein in good condition.

GRANTEE, as a political subdivision defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions. Nothing contained in this section shall be construed to be a waiver by GRANTEE of any protections under sovereign immunity, Section 768.28, Florida Statutes, or any other similar provision of law. Nothing contained herein shall be construed to be a consent by GRANTEE to be sued by third parties in any matter arising out of this or any other agreement.

The GRANTOR further agrees not to construct a permanent building or structure on said easement. It is expressly understood that the construction of a parking lot would not constitute a violation of this agreement.

ROGER D. EATON, CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
PAGE: 6
INSTR #: 3579920 Doc Type: EAS
Recorded: 10/21/2025 at 11:00 AM
Rec. Fee: RECORDING $52.50 DOCTAX PD $0.70

IN WITNESS WHEREOF, GRANTOR has caused these presents to be signed in its respective name and seal affixed on the day and year first above written.

North Loop Community Development District

Paul Martin
Printed Name

Chairman

Witness 1: Brittany Scott

Signature

Brittany Scott
Printed Name 9890 Bayshore Rd. North Fort Myers FL 33917

Witness 2:

Signature

Jacklyn Rogers
Printed Name
3721 SW 12th PL, Cape Coral, FL 33914

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this 16th day of October, 2025 by Paul Martin who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Notary Public, State o f Florida

BRITTANY SCOTT
Commission # HH 719244
Expires September 15, 2029

Brittany Scott
Print Name
My Commission Expires: 9/15/29

ATWELL
CONSULTING, ENGINEERING and CONSTRUCTION

DESCRIPTION OF A PARCEL OF LAND
LYING IN SECTION 21, T-41-S, R-21-E,
CHARLOTTE COUNTY, FLORIDA.

(UTILITY EASEMENT #1)

A UTILITY EASEMENT LYING OVER, UNDER AND ACROSS A PORTION OF A PARCEL OF LAND, AS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NUMBER 3456210, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA AND A PORTION OF TRACT "C-3", SEACOVE, AS DEPICTED IN PLAT BOOK 27, PAGES 11A THROUGH 11F, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 21; THENCE N 00°33'07" E ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21, A DISTANCE OF 85.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF JONES LOOP ROAD; THENCE N 89°06'52" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 33.00 FEET; THENCE N 00°33'07" E, A DISTANCE OF 350.00 FEET TO THE SOUTHEAST CORNER OF SAID PLAT OF SEACOVE; THENCE N 89°06'52" W ALONG THE SOUTH LINE OF SAID PLAT OF SEACOVE, A DISTANCE OF 1166.12 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE N 89°06'52" W ALONG SAID SOUTH LINE, A DISTANCE OF 70.43 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TERRACAP DRIVE, AS DEPICTED IN SAID PLAT OF SEACOVE; SAID POINT HEREON REFERED TO AS **POINT "A"**; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING 6 COURSES: N 02°06'50" E, A DISTANCE OF 0.52 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 18.50 FEET, A CENTRAL ANGLE OF 29°03'54", A CHORD BEARING OF N 16°38'48" E AND A CHORD LENGTH OF 9.29 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 9.39 FEET; THENCE N 30°25'16" E, A DISTANCE OF 71.42 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 70.50 FEET, A CENTRAL ANGLE OF 16°39'48", A CHORD BEARING OF N 22°05'22" E AND A CHORD LENGTH OF 20.43 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 20.50 FEET; THENCE N 13°45'29" E, A DISTANCE OF 34.74 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 49.50 FEET, A CENTRAL ANGLE OF 17°37'54", A CHORD BEARING OF N 22°34'26" E AND A CHORD LENGTH OF 15.17 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 15.23 FEET TO A POINT ON THE SOUTHERLY LINE OF A 10 FEET WIDE PUBLIC UTILITY EASEMENT, AS DEPICTED ON SAID PLAT OF SEACOVE; SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 07°22'49", A CHORD BEARING OF S 76°58'25" E AND A CHORD LENGTH OF 12.23 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 12.24 FEET TO A POINT ON THE WESTERLY LINE OF LOT 39 OF SAID PLAT OF SEACOVE; THENCE S 00°53'08" W ALONG THE SAID WESTERLY LINE, A DISTANCE OF 105.54 FEET TO THE SOUTHWEST CORNER OF SAID LOT 39; THENCE S 00°53'04" W, A DISTANCE OF 53.16 FEET TO A POINT ON THE SOUTH LINE OF SAID PLAT OF SEACOVE AND THE **POINT OF BEGINNING**.

CONTAINS 5,248 SQUARE FEET, MORE OR LESS.

(UTILITY EASEMENT #2)

A UTILITY EASEMENT LYING OVER, UNDER AND ACROSS A PORTION OF TRACT "C-3" AND LOT 38, SEACOVE, AS DEPICTED IN PLAT BOOK 27, PAGES 11A THROUGH 11F, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

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(941) 625-1165 www.atwell.com

COMMENCING AT THE AFORE MENTIONED **POINT "A"**; THENCE N 89°06'52" W ALONG THE SOUTH LINE SAID PLAT OF SEACOVE, A DISTANCE OF 78.72 FEET TO THE **POINT OF BEGINNING**; THENCE N 89°06'52" W, A DISTANCE OF 8.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 102.77 FEET, A CENTRAL ANGLE OF 27°43'56", A CHORD BEARING OF N 16°33'18" E AND A CHORD LENGTH OF 49.26 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 49.74 FEET; THENCE N 30°25'16" E, A DISTANCE OF 75.93 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 80.50 FEET, A CENTRAL ANGLE OF 16°39'48", A CHORD BEARING OF N 38°45'10" E AND A CHORD LENGTH OF 23.33 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 23.41 FEET; THENCE N 47°05'04" E, A DISTANCE OF 34.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 39.50 FEET, A CENTRAL ANGLE OF 17°55'30", A CHORD BEARING OF N 38°07'19" E AND A CHORD LENGTH OF 12.31 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 12.36 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 4.50 FEET, A CENTRAL ANGLE OF 66°54'15", A CHORD BEARING OF N 04°17'34" W AND A CHORD LENGTH OF 4.96 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 5.25 FEET TO A POINT ON THE SOUTHERLY LINE OF A PUBLIC UTILITY EASEMENT, AS DEPICTED ON SAID PLAT OF SEACOVE; SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT TO THE LEFT HAVING A RADIUS OF 128.48 FEET, A CENTRAL ANGLE OF 06°01'43", A CHORD BEARING OF S 41°17'38" E AND A CHORD LENGTH OF 13.51 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 13.52 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF TERRACAP DRIVE, AS DEPICTED IN SAID PLAT OF SEACOVE; SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING 5 COURSES: THE AFORE MENTIONED NON-TANGENT CURVE HAVING A RADIUS OF 49.50 FEET, A CENTRAL ANGLE OF 17°29'00", A CHORD BEARING OF S 38°20'34" W AND A CHORD LENGTH OF 15.05 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 15.10 FEET; THENCE S 47°05'04" W, A DISTANCE OF 34.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 70.50 FEET, A CENTRAL ANGLE OF 16°39'48", A CHORD BEARING OF S 38°45'10" W AND A CHORD LENGTH OF 20.43 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 20.50 FEET; THENCE S 30°25'16" W, A DISTANCE OF 79.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 94.50 FEET, A CENTRAL ANGLE OF 25°09'14", A CHORD BEARING OF S 17°50'39" W AND A CHORD LENGTH OF 41.15 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 41.49 FEET TO A POINT ON THE SOUTH LINE OF SAID PLAT OF SEACOVE AND THE **POINT OF BEGINNING**.

CONTAINS 1,914 SQUARE FEET, MORE OR LESS.

BEARINGS ARE BASED ON "THE STATE PLANE COORDINATE SYSTEM" FLORIDA ZONE WEST, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT - EPOCH 2010) AND WERE DERIVED FROM THE FLORIDA PERMANENT REFERENCE NETWORK SITE CODE "PNTA", IN U.S. FEET WHEREIN THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 41 SOUTH, RANGE 21 EAST BEARS S.00°33'07"W.

ATWELL, LLC
FLORIDA LICENSED BUSINESS NO. LB7832

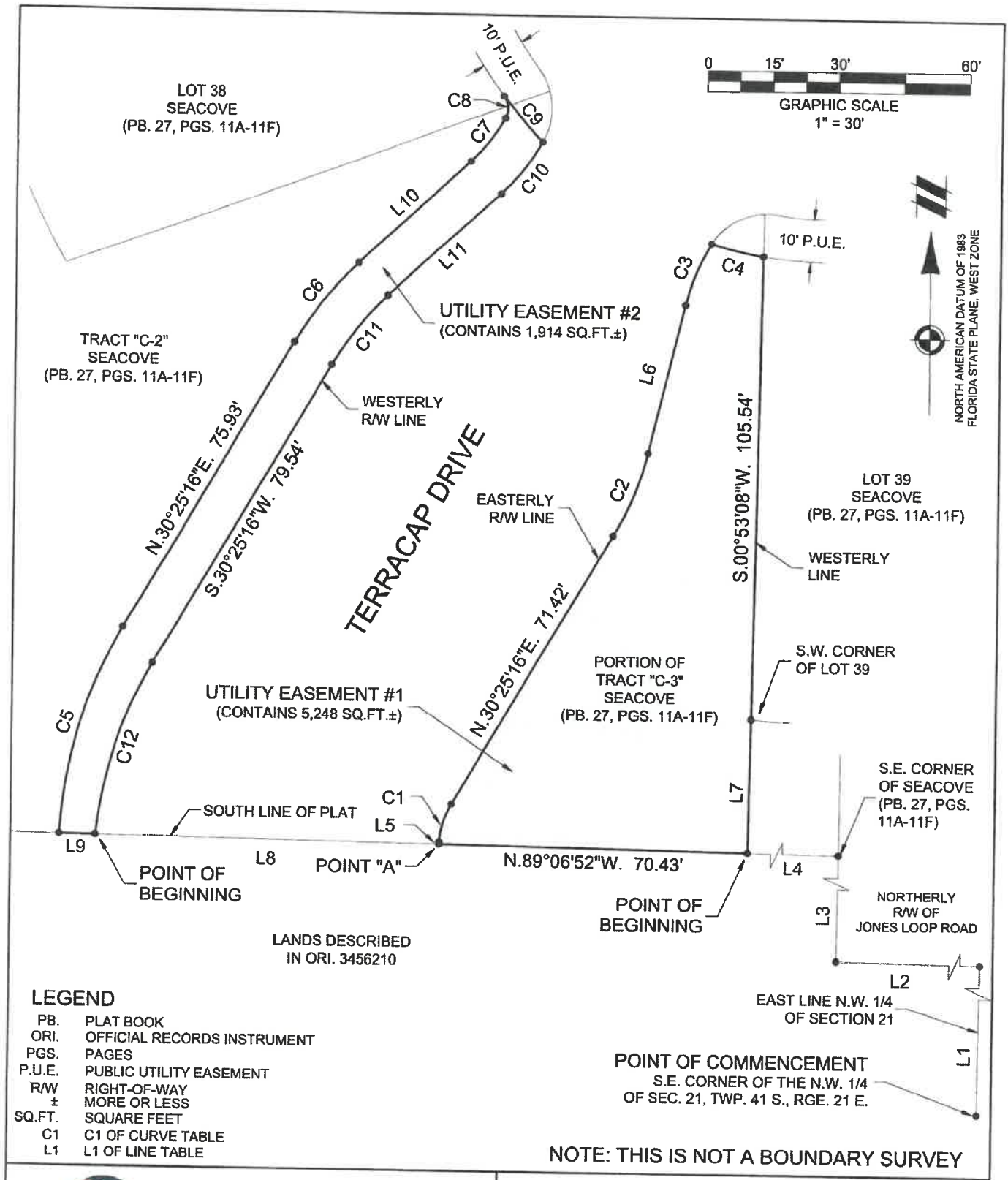
OCTOBER 08, 2025



Digitally signed by Steven R Sonberg
Date: 2025.10.09 08:46:18-04'00'

STEVE R. SONBERG, P.E., P.S.M.
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATION NO. 6656`

4161 Tamiami Trail – Building 5, Unit 501, Port Charlotte, FL 33952
(941) 625-1165 www.atwell.com



LEGEND

PB.	PLAT BOOK
ORI.	OFFICIAL RECORDS INSTRUMENT
PGS.	PAGES
P.U.E.	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
±	MORE OR LESS
SQ.FT.	SQUARE FEET
C1	C1 OF CURVE TABLE
L1	L1 OF LINE TABLE

NOTE: THIS IS NOT A BOUNDARY SURVEY

ATWELL
4161 TAMIAMI TRAIL, BLDG. 5, #501
PORT CHARLOTTE, FL 33952
941.625.1165
FLORIDA SURVEY CERTIFICATE OF AUTHORIZATION # LB 7832

SKETCH TO ACCOMPANY DESCRIPTION

UTILITY EASEMENT

CHARLOTTE COUNTY, FLORIDA

DATE	PROJECT	DRAWN	CHECKED	SCALE	SHEET	(S-T-R)
10/03/2025	4672	JS	SS	1"=30'	3of4	21-41-21

LINE TABLE

LINE	BEARING	DISTANCE
L1	S.00°33'07"W.	85.00'
L2	N.89°06'52"W.	33.00'
L3	S.00°33'07"W.	350.00'
L4	N.89°06'52"W.	1166.12'
L5	S.02°06'50"W.	0.52'
L6	S.13°45'29"W.	34.74'
L7	S.00°53'04"W.	53.16'
L8	S.89°06'52"E.	78.72'
L9	N.89°06'52"W.	8.23'
L10	N.47°05'04"E.	34.74'
L11	N.47°05'04"E.	34.74'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	18.50'	9.39'	9.29'	S.16°38'48"W.	29°03'54"
C2	70.50'	20.50'	20.43'	S.22°05'22"W.	16°39'48"
C3	49.50'	15.23'	15.17'	N.22°34'26"E.	17°37'54"
C4	95.00'	12.24'	12.23'	N.76°58'25"W.	7°22'49"
C5	102.77'	49.74'	49.26'	S.16°33'18"W.	27°43'56"
C6	80.50'	23.41'	23.33'	S.38°45'10"W.	16°39'48"
C7	39.50'	12.36'	12.31'	S.38°07'19"W.	17°55'30"
C8	4.50'	5.25'	4.96'	S.04°17'34"E.	66°54'15"
C9	128.48'	13.52'	13.51'	S.41°17'38"E.	6°01'43"
C10	49.50'	15.10'	15.05'	N.38°20'34"E.	17°29'00"
C11	70.50'	20.50'	20.43'	S.38°45'10"W.	16°39'48"
C12	94.50'	41.49'	41.15'	N.17°50'39"E.	25°09'14"

LEGEND

PB.	PLAT BOOK
ORI.	OFFICIAL RECORDS INSTRUMENT
PGS.	PAGES
P.U.E.	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
±	MORE OR LESS
SQ.FT.	SQUARE FEET
C1	C1 OF CURVE TABLE
L1	L1 OF LINE TABLE

NOTE: THIS IS NOT A BOUNDARY SURVEY

ATWELL
4161 TAMIAMI TRAIL, BLDG. 5, #501
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941.625.1165
FLORIDA SURVEY CERTIFICATE OF AUTHORIZATION # LB 7832

SKETCH TO ACCOMPANY DESCRIPTION

UTILITY EASEMENT

CHARLOTTE COUNTY, FLORIDA

DATE	PROJECT	DRAWN	CHECKED	SCALE	SHEET	(S-T-R)
10/03/2025	4672	JS	SS	1"=40'	4of4	21-41-21

CITY COUNCIL
CITY OF PUNTA GORDA
05/20/2026

CONSENT AGENDA

Title:	Invoice of Leskovich Law Group, P.A. for legal services rendered through April 2026 in the amount of $7,750.00.
Funds:	General
Recommended Action:	City Council approval.
Summary:	Invoice Number 0426 for legal services. City Attorney invoices are brought before Council for approval. Fiscal-year-to-date expenses total $46,224.99.
Department/Division:	City Manager / Legal

EXHIBITS:

1. Invoice April 2026

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

INVOICE NO. 0426

April 2026

DATE	SERVICES	TIME	RATE	TOTAL
4/01/2026	Fishville Meeting with CM, Receivers and Prospective Buyers	1.50	200.00	300.00
4/03/2026	Floodplain Ordinance Enforcement – Seven Brew and Socorro	1.50	200.00	300.00
4/6/2026	Review and Respond to School Speed Zone Ordinance	0.75	200.00	150.00
4/6/2026	Prepare for and attend Pre-Agenda Meeting	1.5	200.00	300.00
4/7/2026	Review Line of Credit Resolutions and corresponding documentation with Regions Commercial Equipment Financing	1.0	200.00	200.00
4/7/2026	Prepare for and attend Motion to Continue RJ Gorman lawsuit, draft Order to Continue and send to opposing counsel for approval and submit order to judge for ratification.	1.25	200.00	125.00
4/8/2026	Prepare for and attend City Council Meeting	6.0	200.00	1200.00
4/8/2026	Florida Interlocal Cooperation Act of 1969 – selling surplus equipment.	1.0	200.00	200.00
4/9/2026	Waterfront Hotel Code Issue	1.0	200.00	200.00
4/13/2026	Directors Meeting, Atwell Meeting and Code Pre-Agenda Meeting	3.5	200.00	700.00
4/13/2026	Code Compliance meeting with Attorney Masche	1.0	200.00	200.00
4/14/2026	Review 1000 West Marion Bert J. Harris Claim.	0.50	200.00	100.00
4/15/2026	Review Resolution on 477.177	0.50	200.00	100.00
4/15/2026	Review and respond to Interlocal Agreement with CCPS for CDL DL testing	0.50	200.00	100.00
4/15/2026	Review and respond to Regions Bank attorney letter	0.50	200.00	100.00
4/15/2026	Review letter from Atty. Mahshie and communicate with Atty. Mahshie on Code Violation Complaint	0.75	200.00	175.00
4/16/2026	Prepare for, attend, and present Motion to Dismiss for Christa Lomazzo lawsuit	1.5	200.00	300.00

4/20/2026	Prepare for and attend Pre-Agenda Council Meeting	1.5	200.00	300.00
4/20/2026	Shade Meeting	2.0	200.00	400.00
4/21/2026	Review and begin process for Parking Garage Ordinance	0.50	200.00	100.00
4/21/2026	Phone call with Ernie Sturgus about Park Hill	0.25	200.00	50.00
4/22/2026	Prepare for and attend City Council Meeting	5.0	200.00	1000.00
4/23/2026	Directors Meeting	0.75	200.00	150.00
4/24/2026	Review, Draft and Opine on SB 1134, FL Chapter 26-43	1.25	200.00	250.00
4/27/2026	Director's Meeting	1.0	200.00	200.00
4/27/2026	Meeting with Ernie Sturgis about Park Hill	0.75	200.00	150.00
4/28/2026	Meeting with Fishville Reps	1.5	200.00	300.00
4/30/2026	Review Resolution on 2024-3800	0.50	200.00	100.00
TOTAL		**39.25**		**$7,750.00**

CITY COUNCIL
CITY OF PUNTA GORDA
05/20/2026

CONSENT AGENDA

Title:	Invoice of Persson, Cohen & Mooney, P.A. for legal services rendered through May 5, 2026, in the amount of $952.00.
Funds:	General
Recommended Action:	City Council approval
Summary:	All invoices for legal services rendered to the City are brought to Council for approval. Persson, Cohen & Mooney, P.A. provides legal counsel to the City's Advisory Boards and Committees on an as needed basis. Fiscal year expenses, including this invoice, total $7,350.00.
Department/Division:	City Manager

EXHIBITS:

1. Invoice #6992 in the amount of $952.00

PERSSON, COHEN, MOONEY, FERNANDEZ & JACKSON, P.A.
ATTORNEYS AND COUNSELORS AT LAW

INVOICE

Invoice # 6992
Date: 05/05/2026
Due On: 06/05/2026

City of Punta Gorda
acarney@cityofpuntagordafl.com

Statement of Account

Outstanding Balance		New Charges		Payments Received		Total Amount Outstanding
($1,142.40	+	$952.00	) - (	$0.00	) =	**$2,094.40**

PGORDA

City of Punta Gorda

Type	Timekeeper	Date	Notes	Quantity	Rate	Total
Service	KA	04/14/2026	CODE ENFORCEMENT BOARD: Review and respond to emails from Chair about best practices of ex-parte communications.	0.20	$238.00	$47.60
Service	KA	04/17/2026	CODE ENFORCEMENT BOARD: Confer with Attorney Lewis regarding Chair's email about quasi-judicial hearing procedures and rules for ex-parte communications.	0.20	$238.00	$47.60
Service	DPL	04/21/2026	CODE ENFORCEMENT BOARD: Review City Code and quasi-judicial training resolution and reply to Chair's email.	2.00	$238.00	$476.00
Service	DPL	04/27/2026	BUILDING BOARD: Review agenda package for Board meeting	0.20	$238.00	$47.60
Service	DPL	04/28/2026	BUILDING BOARD: Prepare for, travel to, and attend regular Board meeting.	1.40	$238.00	$333.20

Subtotal	**$952.00**
Total	**$952.00**

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
6864	05/02/2026	$1,142.40	$0.00	$1,142.40

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
6992	06/05/2026	$952.00	$0.00	$952.00
			Outstanding Balance	**$2,094.40**
			Total Amount Outstanding	**$2,094.40**

Please make all amounts payable to: Persson, Cohen, Mooney, Fernandez & Jackson, P.A. and remit to 6853 ENERGY COURT, LAKEWOOD RANCH, FL 34240.

For any inquiries, please contact us at 941-306-4730. Payment is due 30 days from receipt of this invoice. Thank you.

CITY COUNCIL
CITY OF PUNTA GORDA
05/20/2026

CONSENT AGENDA

Title:	April 22, 2026, City Council Meeting Minutes
Funds:	Not applicable.
Recommended Action:	City Council approve the minutes.
Summary:	The minutes of the April 22, 2026, City Council meeting are available for review and approval.
Department/Division:	City Clerk

EXHIBITS:

1. April 22, 2026, Minutes

CITY OF PUNTA GORDA, FLORIDA
CITY COUNCIL REGULAR MEETING MINUTES
APRIL 22, 2026, 9:00 A.M.
120 LAISHLEY COURT
PUNTA GORDA, FL 33950

COUNCILMEMBERS PRESENT: Denton, Julian, Lockhart, Lux, Polk

CITY STAFF PRESENT: City Manager Reichert; City Attorney Leskovich; Kristin Simeone, Finance Director; Tom Spencer, Utilities Director; Ron Everts, Public Works Director; Jeff Payne, Human Resources Manager; Boyd Lawrence, Planning Director; Pam Smith, Police Chief; Holden Gibbs, Fire Chief; Anne Heinen, Procurement Manager; Alicia Oates, Interim Information Technology Manager; City Clerk Welch

CALL TO ORDER

Mayor Lux called the meeting to order at 9:00 a.m.
Bill Frank provided the invocation, followed by the Pledge of Allegiance.

AGENDA APPROVAL

There were no changes to the agenda.

1) PROCLAMATIONS / PRESENTATIONS

1.a National Volunteer Week

Exhibits:
Cover Page
National Volunteer Week

Councilmember Lockhart presented the proclamation to Pam Smith, Police Chief.

1.b Masonic Center of Excellence Dedication Day

Exhibits:
Cover Page
Masonic Center of Excellence Dedication Day

Mayor Lux presented the proclamation, indicating she would provide same to Noah Parry, Punta Gorda Lodge 115.

1.c Hibiscus Day

Exhibits:
Cover Page
Hibiscus Day

Councilmember Polk presented the proclamation to Dianne Munson.

1.d Punta Gorda Isles Civic Association Diamond Anniversary

Exhibits:

Cover Page

Punta Gorda Isles Civic Association Diamond Jubilee

Councilmember Denton presented the proclamation to William Abbatamatteo, Punta Gorda Isles Civic Association.

1.e Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA)

Exhibits:

Cover Page

Award Letter

Certificate

City Manager Reichert presented Certificate of Achievement for Excellence in Financial Reporting and the Distinguished Budget Presentation Award to Kristin Simeone, Finance Director.

1.f Distinguished Budget Presentation Award from Government Finance Officers Association (GFOA)

Exhibits:

Cover Page

Award Letter

Certificate

Presentation made under Item 1.e.

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.

George Ruchti introduced himself as an applicant to the Utility Advisory Board, speaking on his experience and qualifications.

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

Brad Austin stated he had received a citation for a boat cover which used a structural system he recently had installed, requesting City Council consider allowing same.

Dave Kalin stated his farm and his farmers market were not affiliated with any Councilmembers or with Andrew Sheets. He stated he was not interested in bidding on the area where the Downtown Farmers Market was held, though he did desire to see the space put out to bid. He provided a history of his farmers market, noting his market had all appropriate documentation and insurance, and refuting assertions he had hacked the Downtown Farmers Market's Facebook page.

Cynthia O'Hara spoke on negotiations with the police bargaining unit, opining no officer should make less than $70,000 but no officer making more than $100,000 should receive a raise.
Geri Waksler requested City Council's support for the temporary use permit application to use a City-owned property as a staging area for an affordable housing project.
Samuel Terpening spoke in support of the Downtown Farmers Market, noting the community benefits the market provided.
Tim Ritchie spoke on his efforts to protect the State's water. He stated someone had impersonated him online, indicating he wished to file a police report.
Sean McLaughlin, Punta Gorda Chamber of Commerce, requested City Council consider the impact of an outflux of police officers in light of the failed contract negotiations.
Alice Whitesell spoke on incidents where Andrew Sheets had harassed her at the Downtown Farmers Market, recounting threats she had received over the phone related to his recordings of her. She noted Andrew Sheets' frequent provocative displays and offensive behavior.
Patrina Hendricks voiced support for the Downtown Farmers Market, recounting how her involvement with the market had grown her business.
Carol Turner spoke in support of the Downtown Farmers Market.
Jerry Presseller requested City Council address the Downtown Farmers Market.
Mike Schloss requested City Council put the Downtown Farmers Market area out to bid.

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

3.a LEGISLATIVE: ZA-01-2026 - An Ordinance of the City of Punta Gorda, Florida, Amending Chapter 26, Punta Gorda Code, the City of Punta Gorda Land Development Regulations, to establish procedures for the review and approval of certified recovery residences and a process for requesting reasonable accommodations from local land use regulations as mandated by Florida law, including Section 397.487(15)(a), Florida Statutes; Amending Article 3, Section 3.5(c) "GM, General Multi-Family Residential District- Uses Permitted with Conditions"; Amending Article 3, Section 3.7(c) "NR, Neighborhood Residential District- Uses with Conditions"; Amending Article 4 to adopt a new section 4.42; Providing for implementation of administrative actions; Providing savings clause; Providing for codification and scrivener's errors; Providing for severability; Providing for conflicts; and providing an effective date. FIRST READING.
Exhibits:
Cover Page
ZA-01-2026 Draft Ordinance
ZA-01-2026 - Staff Report
ZA-01-2026 Draft Business Impact Analysis

City Attorney Leskovich read the ordinance by title.
Rachel Barry, Zoning Official, provided an overview of the proposed ordinance, which would amend Punta Gorda Code Chapter 26 to establish procedures for the review and approval of certified recovery residences as required by Florida Statute 397.487, noting same had been amended according to prior direction from City Council.
Mayor Lux opened the floor for public comment, calling three times for same.

Councilmember Lockhart **MOVED** to close the public hearing, **SECONDED** by Councilmember Polk.
MOTION UNANIMOUSLY CARRIED.
Councilmember Lockhart **MOVED** approval of the proposed ordinance at first reading, **SECONDED** by Councilmember Denton.
MOTION UNANIMOUSLY CARRIED.

3.b LEGISLATIVE: GA-02-2026 An Ordinance of The City of Punta Gorda, Florida, Amending Chapter 23, Article I, Section 23-9 of the Code of Ordinances of the City Of Punta Gorda, Florida, authorizing the placement and installation of the Speed Detection Systems on roadways maintained as school zones providing for codification; providing for penalties for violation; providing for severability; and providing an effective date. FIRST READING

Exhibits:
Cover Page
School Zone Speed Camera Safety Program Presentation
Proposed Ordinance
Business Impact Estimate
School Zone Speed Study

City Attorney Leskovich read the ordinance by title.
Pam Smith, Punta Gorda Police Chief, provided an overview of the safety benefits of the school zone speed camera safety program and details of the implementation plan and violation process. She noted a speed study was conducted from March 10 through March 12, 2026, with 3 areas identified as heightened safety risks: (1) Taylor Street from Narranja Street to East McKenzie Street; (2) Cooper Street from East Ann Street to Carmalita Street; (3) Carmalita Street from Education Avenue to Catherine Street.
David De La Espriella noted the educational campaign would include a public safety awareness video to be pushed out prior to the start of the new school year, indicating that was when the program would go live.
Councilmember Lockhart questioned if the City's school zone speed limits were the same as Charlotte County (County).
Pam Smith replied there were some areas in the County where school zone speeds were 20 miles per hour.
Councilmember Lockhart expressed preference to monitor school zone speeds through the entire school day.
Mayor Lux received confirmation from David De La Espriella that citations would not impact insurance or result in points on an individual's license. She then questioned who was liable for the violation.
David De La Espriella replied the vehicle's owner was issued the citation; however, there was a process for the vehicle owner to transfer responsibility for the violation to an individual who was driving at the time of the violation.
Mayor Lux questioned if the goal was to eliminate the speed cameras.
Pam Smith replied in the negative, noting there would still be a percentage of drivers who would speed.
Mayor Lux received confirmation from Pam Smith that the speed limit and hours of the school zone time periods would be posted.
Councilmember Polk inquired as to the cost for the special magistrate in the case the City lost a contest of citation.

Pam Smith replied the fees collected through the program would cover those costs.
David De La Espriella stated the upheld rate was 80% to 85% for contests of citation.
Discussion ensued regarding implementation of the program within the Police Department and how school break periods would be accounted for.
Mayor Lux opened the floor for public comment, calling three times for same.
Bob Fritz requested the speed cameras only be active during the period when school zone speed lights were flashing and the speed during school zone periods be increased to 20 miles per hour.
Councilmember Julian **MOVED** to close the public hearing, **SECONDED** by Councilmember Lockhart.
MOTION UNANIMOUSLY CARRIED.
Discussion ensued regarding the customization of schedules for the speed cameras, with City Attorney Leskovich indicating a resolution could establish a policy to govern the timing the cameras were active.
Councilmember Lockhart **MOVED** approval of the proposed ordinance at first reading, **SECONDED** by Councilmember Julian.
AYE: Denton, Julian, Lockhart, Lux.
NAY: Polk.
MOTION CARRIED.

4) ORDINANCES / RESOLUTIONS (No Public Hearing Required)

4.a A Resolution of the City Council of the City of Punta Gorda, Florida (the "City"), approving the form and authorizing the execution and delivery of a revolving line of credit agreement by and between the City and Regions Commercial Equipment Finance, LLC; subject to the parameters set forth in this resolution, authorizing and approving the issuance of a note by the City in connection with said revolving line of credit agreement relative to the interim financing of capital improvements to the City's water and sewer system; pledging designated revenues to repay the note; covenanting to budget and appropriate from legally available non-ad valorem revenues of the City; authorizing the proper officials of the City to do all other things deemed necessary or advisable in connection with the revolving line of credit agreement and said revenue note; and providing for an effective date.

Exhibits:
Cover Page
2026 Punta Gorda City Revolving Line of Credit Agreement (Water and Sewer Utility System)
2026 City Note Award Resolution (Water and Sewer Project)

City Attorney Leskovich read the resolution by title.
Kristin Simeone explained the resolution would authorize the City to enter into an agreement for a revolving line of credit so that utility projects could start while exploring other project funding, such as grants and sales tax, and other permanent financing options based on actual cash flow needs. She explained the line of credit would use City non-ad valorem revenues but would be budgeted for and repaid using Utility revenues, with the cost of issuance to be paid by the utility project and not drawn on the line of credit to avoid additional interest costs. She concluded there were no unused fees and no repayment penalties.

Councilmember Polk **MOVED** approval of the resolution, **SECONDED** by Councilmember Julian.
MOTION UNANIMOUSLY CARRIED.

4.b A Resolution of the City Council of the City of Punta Gorda, Florida amending the budget for the Fiscal Year beginning October 1, 2025 by providing for re-appropriations and supplemental appropriations in the amounts identified in Exhibit A; and providing an effective date.
Exhibits:
Cover Page
Proposed Resolution
Budget Justifications

City Attorney Leskovich read the resolution by title.
Kristin Simeone reviewed the re-appropriations and appropriations to be funded through the resolution.
Councilmember Lockhart **MOVED** approval of the resolution, **SECONDED** by Councilmember Polk.
MOTION UNANIMOUSLY CARRIED.

4.c A Resolution of the City of Punta Gorda, Florida, vacating a portion of a utility easement, situated in the State of Florida, County of Charlotte, lying in Section 6, Township 41 South, Rang 23 East, as described in Official Records Book 1559, Page 1232, and Official Records Book 1560, Page 1413, Public Records of Charlotte County, Florida, and being further bounded and described in Exhibit "A", attached hereto and incorporated herein; and providing an effective date.
Exhibits:
Cover Page
Resolution

City Attorney Leskovich read the resolution by title.
Rachel Barry recalled City Council held a public hearing on March 11, 2026, at which time they approved the vacation. She explained the proposed resolution formalized the vacation according to current processes required in the Punta Gorda Code.
Councilmember Polk **MOVED** approval of the resolution, **SECONDED** by Councilmember Julian.
MOTION UNANIMOUSLY CARRIED.

NOTE: A break was called at 10:26 a.m., with City Council reconvening as the Burnt Store Isles Canal Maintenance Assessment District at 10:33 a.m.

5) BURNT STORE ISLES CANAL MAINTENANCE ASSESSMENT DISTRICT

5.a *Approval to purchase a tract of vacant land located at 3695, 3699 & 3731 Tamiami Trail, Punta Gorda.
Exhibits:
Cover Page
Presentation
Parcel Outline
Land Purchase Contract

Contract Amendment
Appraisal
Feasibility Study

Ron Everts, Public Works Director, reviewed the history of negotiations for purchase of land to serve as a staging lot for the City's canal maintenance program, which resulted in a proposal to purchase a tract of vacant land located at 3695, 3699, and 3731 Tamiami Trail for $900,000.
Kristin Simeone reviewed two options for funding the purchase and associated development costs, which accounted for a further $700,000. She reported the Burnt Store Isles Canal Advisory Committee had recommended City Council select Option 1, which would delay the Channel Corner Widening Project and use the current $100 additional assessment rate used for projects, with land preparation to be spread over 5 years.
Councilmember Lockhart questioned if the land could be used for the City's intended purpose.
Ron Everts stated staff had extensive discussions with Hans Wilson Engineering regarding this topic the day prior, with no objections identified. He stated Rachel Barry had confirmed governmental uses were allowable within the Environmental Preserve (EP) zoning classification proposed for the property.
Councilmember Julian congratulated staff on the result of price negotiations. He questioned how residents felt about the proposal.
Ron Everts replied mangroves would remain in place to block the view of the proposed staging area.
Councilmember Polk expressed concern regarding the need for an environmental species survey, the limited area which was usable, and the existing Charlotte County zoning designation for the property.
Ron Everts noted the City intended to annex the property and access was already available.
Councilmember Polk questioned if staff had examined other properties.
Ron Everts replied affirmatively.
Mayor Lux concurred with Councilmember Polk's concerns and suggestion that other land should be considered.
Discussion ensued regarding environmental concerns, with Ron Everts opining the impacts would be no greater than what manatees and small toothed sawfish already experienced and further opining that the adjacent parcel would be far more costly.
Councilmember Denton stated the proposed land appeared to be the best option for the City, acknowledging concerns about manatees; however, she felt the City needed to take action to ensure the seawalls could continue to be maintained.
Ron Everts noted the area of concern did not have seagrass and was unlikely to be frequented by manatees.
Councilmember Lockhart **MOVED** approval of funding the land purchase according to Option 1, **SECONDED** by Councilmember Julian.
AYE: Denton, Julian, Lockhart.
NAY: Lux, Polk.
MOTION CARRIED.

NOTE: The Burnt Store Canal Maintenance Assessment District adjourned and City Council reconvened at 10:58 a.m.

6) CONSENT AGENDA

Councilmember Lockhart **PULLED** Item 6.f.
Councilmember Lockhart **MOVED** approval of the remainder of the Consent Agenda, **SECONDED** by Councilmember Polk.
MOTION UNANIMOUSLY CARRIED.

6.a Interlocal Agreement between Charlotte County on behalf of the Coastal and Heartland National Estuary Partnership (CHNEP) and the City of Punta Gorda
Exhibits:
Cover Page
Charlotte County-City of Punta Gorda Interlocal Agreement

6.b Invoice of Leskovich Law Group, P.A. for legal services rendered through March 2026 in the amount of $9,250.00.
Exhibits:
Cover Page
Invoice No. 0326 March 30, 2026

6.c Invoice of Persson, Cohen & Mooney, P.A. for legal services rendered through April 2, 2026, in the amount of $1,142.40.
Exhibits:
Cover Page
Invoice #6864 in the amount of $1,142.40

6.d March 23, 2026, Pre-agenda City Council Meeting Minutes
Exhibits:
Cover Page
March 23, 2026, Pre-agenda Minutes

6.e March 25, 2026, City Council Meeting Minutes
Exhibits:
Cover Page
March 25, 2026, Minutes

6.f *Final list of Projects for the 2026 Local Options Sales Tax Referendum
Exhibits:
Cover Page
Sales Tax Project List for 6-Year Program
Sales Tax Project Lists for 10- to 20-Year Programs

Councilmember Lockhart recalled discussion of broadening projects into funding categories at the pre-agenda meeting, noting she did not see same reflected in the project lists provided. She then questioned why the Reverse Osmosis (RO) Water Treatment Plant (WTP) was included.
Kristin Simeone replied the RO WTP was highly rated by the 1% Local Sales Tax Committee, indicating same would provide flexibility in funding utility projects. She stated staff had attempted to establish broad categories, noting Citywide stormwater infrastructure, Harborwalk improvements (including park facilities), AI, and Information Technology infrastructure.

Mayor Lux received confirmation from Boyd Lawrence, Planning Director, that the Banyard/Vasco Sidewalks project was within City limits. She then inquired about the Public Works Yard Expansion project.
Kristin Simeone replied same was included in Tier 2 but could be removed if desired.
Ron Everts explained Public Works Yard Expansion was intended to establish a shade structure that could help protect equipment and provide a vactor dump location.
Councilmember Denton inquired as to addressing the Laishley Marina in the sales tax program.
Kristin Simeone replied same was included and had been allotted $1.5 million. She noted additional funds could be placed in Tier 2 for the project.
Consensus of City Council was to place $2 million in Tier 2 funding for the Laishley Marina.
Councilmember Denton opined rebuilding the Marina would require more funds, speaking in favor of establishing a buffer for projects.
Councilmember Polk **MOVED** approval of the proposed sales tax project lists with changes discussed this date, **SECONDED** by Councilmember Lockhart.
MOTION UNANIMOUSLY CARRIED.

7) REGULAR AGENDA

7.a Council approval for the Lease renewal of Punta Gorda Downtown Merchants, 117 Herald Court Centre, Unit #112, lease shall commence on April 18, 2026 and end at midnight on the 30th day of September 2031.

Exhibits:
Cover Page
3rd Amendment Lease
2nd Amendment Lease
Lease 2020 PG Chamber of Commerce

City Manager Reichert explained Punta Gorda Downtown Merchants had requested renewal of their lease of 117 Herald Court Centre, Unit 112, which housed Artisan's Atelier. She stated the lease would commence April 18, 2026, and end midnight on September 30, 2031. She explained the rental rate was 10% of their gross rental revenue from their individual artists plus their monthly ad valorem tax portion. She noted the space was not dry-flood proofed.
Councilmember Denton received confirmation from City Manager Reichert that they had not received reimbursement for repairs after the floods.
Councilmember Lockhart noted walls could not be built in the structure, expressing uncertainty the space would be habitable to other businesses.
Councilmember Polk stated the units were not well planned for restaurants, indicating only retail or limited restaurants would be appropriate uses.
Mayor Lux expressed concern the Punta Gorda Downtown Merchants did not pay common area maintenance (CAM) fees, suggesting they pay a dollar amount in rent plus CAM fees.
Councilmember Lockhart expressed support for the Artisan's Atelier remaining in the space.
Kristin Simeone clarified the rent paid to the City was 10% of the rental rate charged to the artists in the Artisan's Atelier space. She noted they paid property taxes as well.

Councilmember Julian expressed support for adding CAM fees to their rent, receiving clarification from Kristin Simeone that same was $4 per square foot.
Councilmember Lockhart voiced concern the Artisan's Atelier would leave and the space would remain unrented.
City Manager Reichert received confirmation City Council would authorize staff to discuss inclusion of CAM fees in their rent and paying an increased percentage for rent to the City.

7.b Road Closure Request: Event Permit 26-196608 - Juneteenth - Cooper Street Recreation Center - June 20, 2026

Exhibits:

Cover Page
Application

Connie Payne, President of Charlotte County NAACP, requested closure of Mary Street from Cooper Street to Showalter Street on June 20, 2027, from 12:00 p.m. to 8:00 p.m. as part of planned Juneteenth festivities.
Councilmember Lockhart **MOVED** approval of the request for road closure, **SECONDED** by Councilmember Denton.
MOTION UNANIMOUSLY CARRIED.

7.c Road Closure Request: Event Permit - 26-196610 Independence Day Celebration - Fishermen's Village - July 3-4, 2026

Exhibits:

Cover Page
Application

Adrianna Gehrke, Planner, reviewed the request for closure of sections of West Henry Street, Shreve Street, and East Olympia Avenue on July 4, 2026, from 12:00 p.m. to 9:00 p.m. as part of planned Independence Day festivities.
Councilmember Lockhart **MOVED** approval of the request for road closure, **SECONDED** by Councilmember Polk.
MOTION UNANIMOUSLY CARRIED.

7.d Temporary Use Permit Application Number TU-05-2026 - Request for a Temporary Staging Lot

Exhibits:

Cover Page
TU-05-2026 Application
Property Location

Rachel Barry reviewed the request for a temporary use permit to allow the applicant to utilize as a staging lot the City-owned property at the southwest corner of the intersection of Cooper Street and East Olympia Avenue, reviewing staff’s recommended conditions of approval and suggesting the applicant be requested to remove all impervious materials and place sod or hydroseed the property after completion of work.
Councilmember Denton inquired as to the plan for the property after removal of the impervious surfaces.
Rachel Barry replied staff was investigating hydroseed or sod for the property.
Mayor Lux spoke in favor of removing the impervious surface, with the City to hydroseed the property.

Councilmember Polk **MOVED** approval of the temporary use permit with staff's conditions and that the City would be responsible for hydroseeding the property, **SECONDED** by Councilmember Julian.
MOTION UNANIMOUSLY CARRIED.

7.e Project Updates
Exhibits:
Cover Page
CIP Project Updates - April
Public Works Project Log - April
Utilities Project Log - April

City Manager Reichert reviewed project and grant updates.

7.f *Approval to purchase a tract of vacant land located at 3695, 3699 & 3731 Tamiami Trail, Punta Gorda.
Exhibits:
Cover Page
Presentation
Parcel Outline
Land Purchase Contract
Contract Amendment
Appraisal
Feasibility Study

Councilmember Lockhart **MOVED** approval of the land purchase, **SECONDED** by Councilmember Julian.
AYE: Denton, Julian, Lockhart.
NAY: Lux, Polk.
MOTION CARRIED.

8) BOARDS / COMMITTEE

8.a Announcement of Vacancies: Board of Zoning Appeals (1 alternate)
Exhibits:
Cover Page
Board of Zoning Appeals

City Clerk Welch announced the vacancy.

8.b Announcement of Vacancies: Building Board (1 alternate)
Exhibits:
Cover Page
Building Board

City Clerk Welch announced the vacancy.

8.c Announcement of Vacancies: Burnt Store Isles Canal Advisory Committee (1 regular and 1 alternate)
Exhibits:
Cover Page

Burnt Store Isles Canal Advisory Committee

City Clerk Welch announced the vacancies.

8.d Announcement of Vacancies: Code Enforcement Board (1 regular and 2 alternate)
Exhibits:
Cover Page
Code Enforcement Board

City Clerk Welch announced the vacancies.

8.e Announcement of Vacancies: Utility Advisory Board (1 alternate)
Exhibits:
Cover Page
Utility Advisory Board

City Clerk Welch announced the vacancy.

8.f Nominations: Utility Advisory Board (1 regular)
Exhibits:
Cover Page
Ruchti Application
Utility Advisory Board

Councilmember Lockhart **MOVED** to nominate and reappoint George Ruchti, **SECONDED** by Councilmember Polk.
MOTION UNANIMOUSLY CARRIED.

8.g Appointments/Council Confirmation: Punta Gorda Police Officers' Pension Board 5th Member
Exhibits:
Cover Page
Police Officers' Pension Board

Councilmember Lockhart **MOVED** confirmation of the appointment of Samuel Kiburz as the Board's fifth member, **SECONDED** by Councilmember Polk.
MOTION UNANIMOUSLY CARRIED.

9) REPORTS FROM CITY OFFICERS

9.a City Clerk

City Clerk Welch announced the City would hold Picture Perfect: Projects and Popcorn on Friday evening, with an animal mask craft available at 6:00 p.m. and a viewing of Zootopia to start at sundown. She indicated snacks would be provided and encouraged all to attend, remarking on the generosity of the Patterson Foundation for providing funding for Suncoast Remake Learning Day events such as this throughout the region.

9.b City Manager

City Manager Reichert acknowledged Ron Everts, Public Works Director, congratulating him on obtaining his Certified Public Works Professional Manager designation. She reported that a traffic study indicated there was not a speeding problem requiring action on Almar Drive; however, police officers would perform patrols in the area. She then acknowledged years of service accomplishments for various Public Works staff.

9.c City Attorney

City Attorney Leskovich stated a lawsuit had been dismissed, noting non-binding arbitration was in progress for the RJ Gorman lawsuit.

10) COUNCIL MEMBER COMMENTS

Councilmember Lockhart suggested City employees be allowed 3 minutes to speak during proclamations. She also inquired about adding a discussion item on golf carts to a future agenda.
Consensus of City Council was to allow 3 minutes for City staff-related proclamations.
Councilmember Julian questioned if Captains for Clean Water could provide a presentation to City Council.
Consensus was to do so.
Councilmember Julian then recalled an email from Noel Hyde regarding signs, questioning if same should be addressed.
Councilmember Polk spoke in favor of allowing signs to be reported but not for residents to remove same.
City Manager Reichert suggested such an effort should be coordinated through the Code Compliance Division if needed.
Councilmembers Lockhart and **Denton** expressed hesitance to further burden Code Compliance staff.
Councilmember Julian spoke on recent resident communications regarding the farmers market.
Mayor Lux clarified her statements, stating the Council was open to other bids.
Councilmember Polk spoke on the impact of the Taylor Road closure on traffic on Sullivan Street, expressing concern regarding safety. She voiced additional concern regarding the impact on the Downtown Farmers Market.
Pam Smith stated Ron Everts was requesting the timing of the light at the Virginia Avenue and US 41 intersection be adjusted, expressing concern that closing Sullivan Street as well would increase adverse impacts. She indicated Ron Everts could also request an adjustment of the timing of the light at the intersection of Taylor Street and US 41.
Councilmember Polk questioned if Councilmembers were prohibited from discussing the farmers market situation.
City Attorney Leskovich stated a social media post was made last night, which had resulted in the public comment this date. He indicated the topic was not to be an agenda item at this time. He stated he could speak with Councilmember Polk regarding the status of the farmers market.
Mayor Lux commended Utilities staff for their quick response to a line break in her neighborhood. She then suggested announcements be removed from the Call to Order section of the agenda.

Councilmembers Julian and **Lockhart** expressed desire to retain the announcements under Call to Order.
Councilmember Polk expressed desire to retain that for announcements related to emergencies or time-sensitive issues.
M**ayor Lux** suggested public input be provided for agenda items only at the beginning of the meeting and allowing general public comment only at the end of the meeting.
Councilmember Lockhart expressed desire not to limit public comment, indicating some individuals had to return to work and could not state for the whole meeting.
Councilmembers Denton and **Polk** concurred.
Mayor Lux then requested a resolution for the speed cameras with specific hours be completed in time for the second reading of GA-02-2026.
Consensus of Council was in favor of same.

11) PUBLIC INPUT

11.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.

Noel Hyde stated he had sent an email to Councilmember Julian as he had brought up the issue previously, speaking in favor of using code compliance volunteers to reduce the strain on staff.
Cynthia O'Hara questioned if police officers would receive a 4% raise in addition to the increases included in the negotiated contract. She reiterated cops should make at least $70,000; however, she felt they did not need to make more than $100,000.
Rich Bevak spoke against the structural boat lift covers that Councilmembers were recently requested to consider. He recalled City Council recently rejected a similar proposal, questioning why this topic would return.
Jeri Julian spoke in support of the Downtown Farmers Market. She urged Councilmembers to ensure they were sharing accurate information when speaking about same.

ADJOURNMENT

The meeting adjourned at 11:59 a.m.

CITY COUNCIL
CITY OF PUNTA GORDA
05/20/2026

CONSENT AGENDA

Title: Demolition Permits Update

Funds: Not applicable.

Recommended Action: Information only.

Summary:

As of March 25, 2026, these are the demolition permits that have been issued.

Department/Division: Building

EXHIBITS:

1. Demo Permits

PERMITS ISSUED REPORT
3/24/26 THRU 5/06/26
DEPARTMENT - BUILDING DEPARTMENT
PERMIT TYPE - BDEM DEMOLITION PERMIT
OBTAINED VALUATION FROM APPLICATION VALUATION

APPLICATION	APPLICATION TYPE AND DESCRIPTION DATE	VALUATION	ADDRESS/ Parcel Number County PA Number	PROPERTY OWNER/ CONTRACTOR
26-00197793	BDSF DEMOLITION/SINGLE FAMILY 3/23/26	$24000	427 SHOWALTER AVE 000S-0026-ELP-000 412306477003	MARION ANGELA S & WLM & DCM & BHL FEDERAL
	STRUCTURE - 000 000 PERMIT TYPE - BDEM 00 DEMOLITION PERMIT		ISSUE DATE 5/01/26	SUBCONTRACTOR(S)
26-00197831	BDSF DEMOLITION/SINGLE FAMILY 3/25/26	$18000	2215 PALM TREE DR 0010-0009-PGI-004 412211181010	KOPPEGAN INVESTMENTS LLC SUNCOAST WRECKING AND ASSET RE
	STRUCTURE - 000 000 PERMIT TYPE - BDEM 00 DEMOLITION PERMIT		ISSUE DATE 4/08/26	SUBCONTRACTOR(S)
26-00198130	BDCM DEMOLITION/COMMERCIAL STRUCTURE 4/15/26	$2300	227 CROSS ST 0031-0008-PUG-000 412306359012	PENTHOUSE FLORIDA LLC SUNCOAST BUILDERS OF SW FL INC
	STRUCTURE - 000 000 PERMIT TYPE - BDEM 00 DEMOLITION PERMIT		ISSUE DATE 4/24/26	SUBCONTRACTOR(S)

TOTAL PERMITS ISSUED 3 TOTAL PERMITS HELD 0

TOTAL APPLICATION VALUATION 44,300

GRAND TOTAL ISSUED 3 GRAND TOTAL HELD 0

GRAND TOTAL APPLICATION VALUATION 44,300

CITY COUNCIL
CITY OF PUNTA GORDA
05/20/2026

REGULAR AGENDA

Title: University of Florida - Punta Gorda Resilient Futures

Funds: Not applicable.

Recommended Action: Presentation to City Council

Summary: Students from the University of Florida will present their ideas regarding resiliency for the Punta Gorda Marketplace property. The presentation will review:

- Gulf Futures Design Studio Program
- Resilient urban design project ideas
- Students' project ideas
- Lessons learned

Department/Division: City Manager

EXHIBITS:

1. Punta Gorda Resilient Futures Presentation



Punta Gorda Resilient *Futures*

Punta Gorda City Council | May 20, 2026

Christian Calle, Assistant Scholar + Urban Designer
School of Architecture, Florida Institute of Built Environment Resilience (FIBER)

Andrea Galinski, MLA, ASLA, CFM, Assistant Professor
Department of Landscape Architecture

NATIONAL ACADEMIES Sciences Engineering Medicine

UF UNIVERSITY of FLORIDA

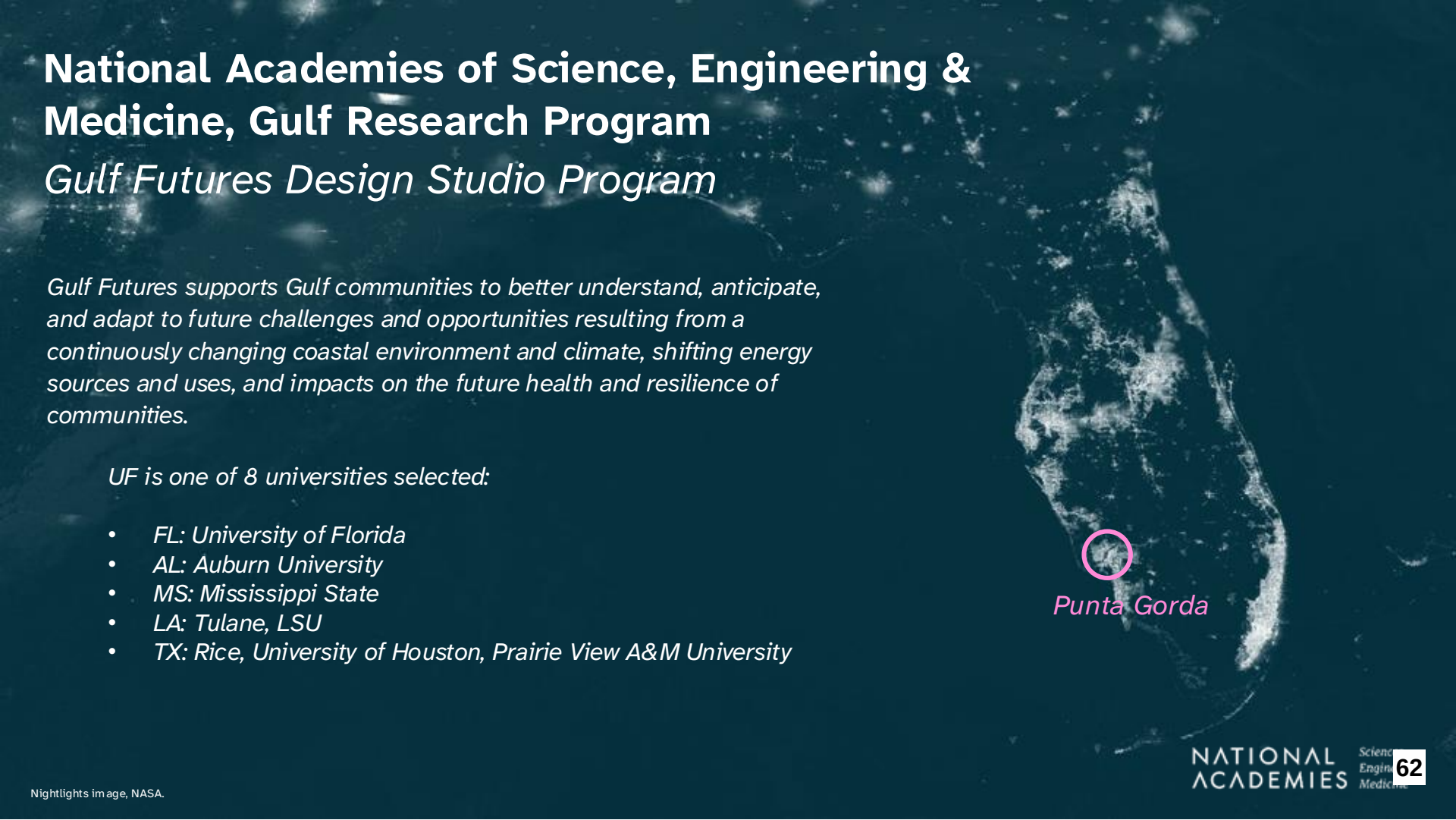
National Academies of Science, Engineering & Medicine, Gulf Research Program

Gulf Futures Design Studio Program

Gulf Futures supports Gulf communities to better understand, anticipate, and adapt to future challenges and opportunities resulting from a continuously changing coastal environment and climate, shifting energy sources and uses, and impacts on the future health and resilience of communities.

UF is one of 8 universities selected:

- *FL: University of Florida*
- *AL: Auburn University*
- *MS: Mississippi State*
- *LA: Tulane, LSU*
- *TX: Rice, University of Houston, Prairie View A&M University*



Nightlights image, NASA.

“In the longer run and for wide-reaching issues, more creative solutions tend to come from imaginative interdisciplinary collaboration.”

– **Robert J. Shiller**, Sterling Professor Emeritus of Economics, Yale University



Punta Gorda

Punta Gorda after Hurricane Milton in October 2024



Punta Gorda Downtown



Punta Gorda Downtown Cat1 Hurricane



Punta Gorda Downtown FEMA 100yr floodplain


City Center Site

How can we re-imagine the city center through **nature-based infrastructure** and **storm-resilient architecture** to reinvigorate Punta Gorda's downtown area?

City Center Site

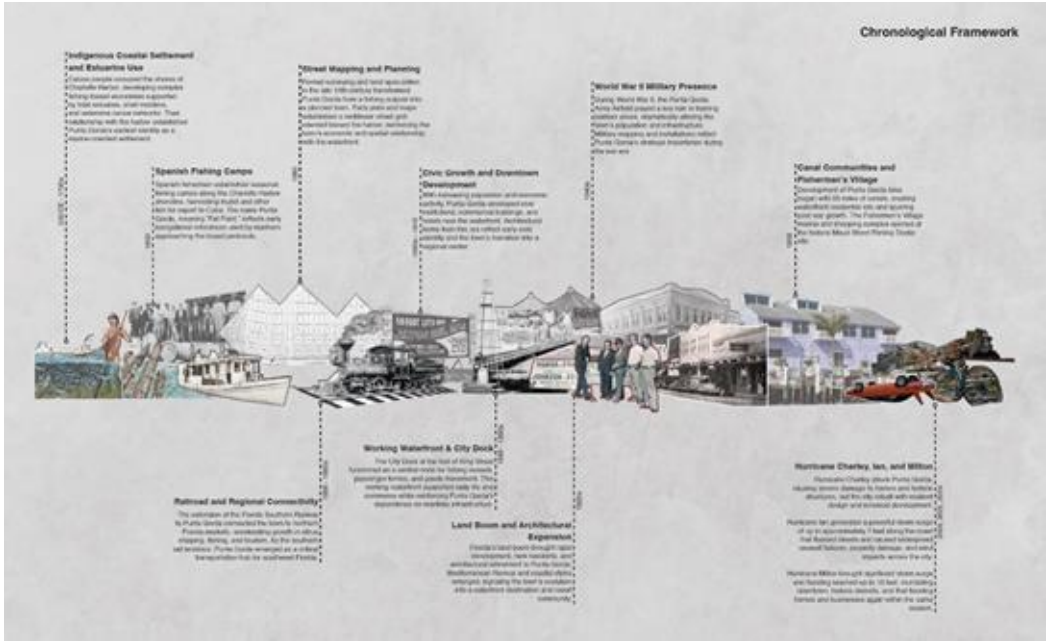


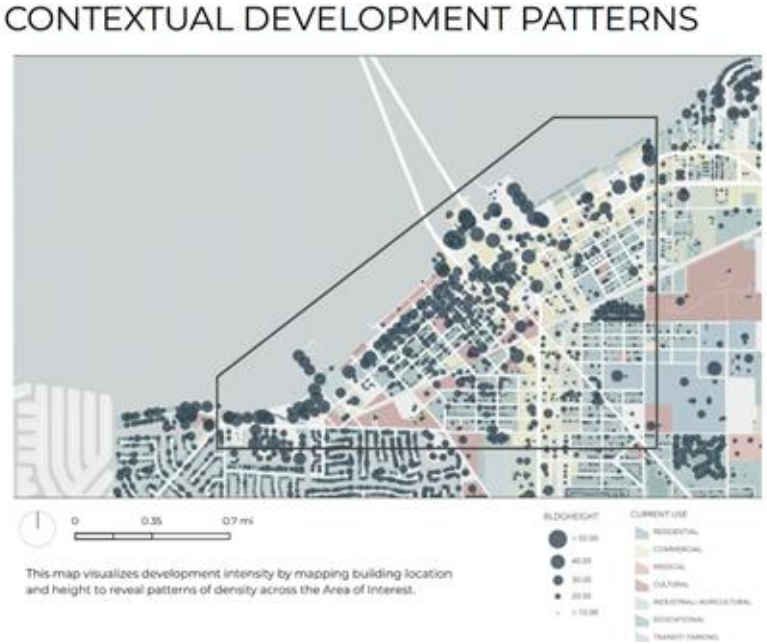
“City Marketplace” Parcel, Downtown PG



Urban Master Plan Framework for City Marketplace Site

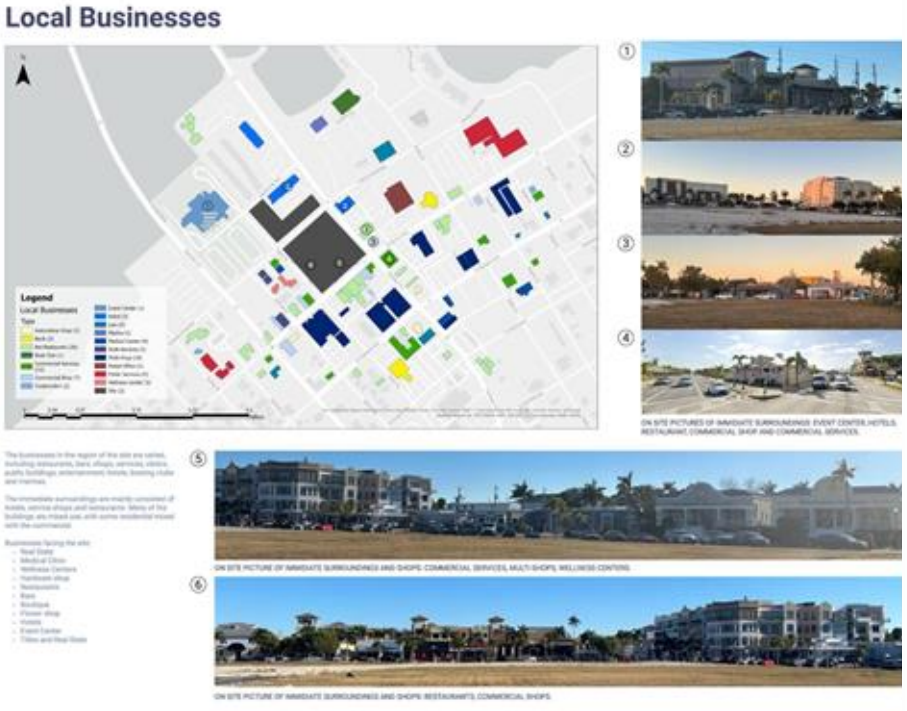
Area of Interest Analysis

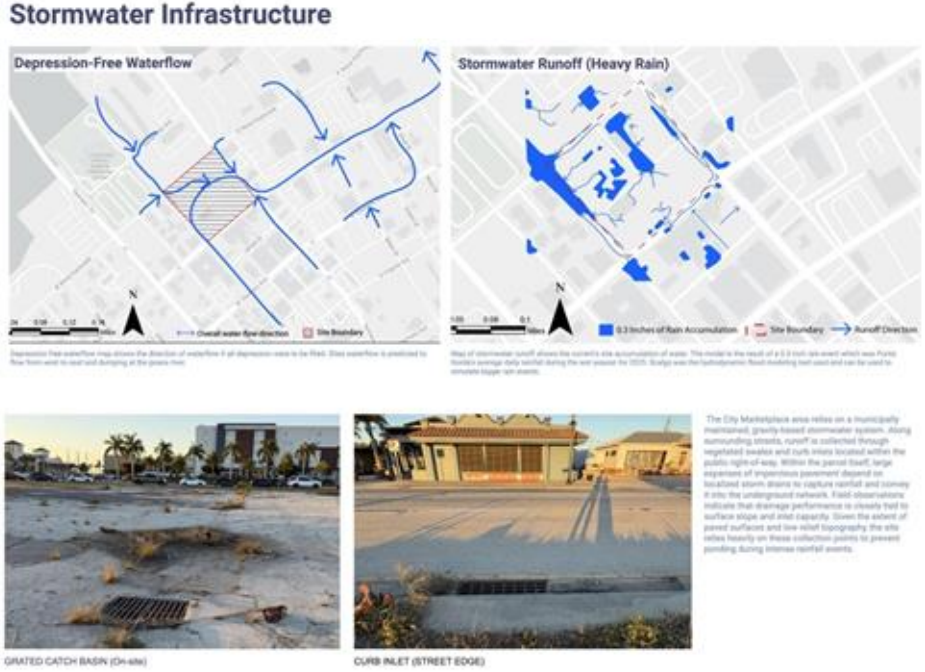




Group 1- Chronological Framework, Development Patterns

Site Analysis





Team 7- Matthew Sinclair, Rebecca Brown

Team 4- Veronica Cancio Amadeo, Andrea Otalora

2-Day Field Trip to Punta Gorda!



Team 2 (Bianca Castillo, Kate Bonnoront)



Team 3 (Sam Kaplan and Noah Kartagener)

Babcock Ranch Preserve



Babcock Ranch Development







Co-Design Charrette





Team Manifestos

Punta Gorda

Coastal Resilience IS Community Resilience

Spencer + Rebecca

Can a single site simultaneously restore ecological function, rebuild social infrastructure, and generate economic value in a landscape defined by uncertainty and change?



Designing with Water

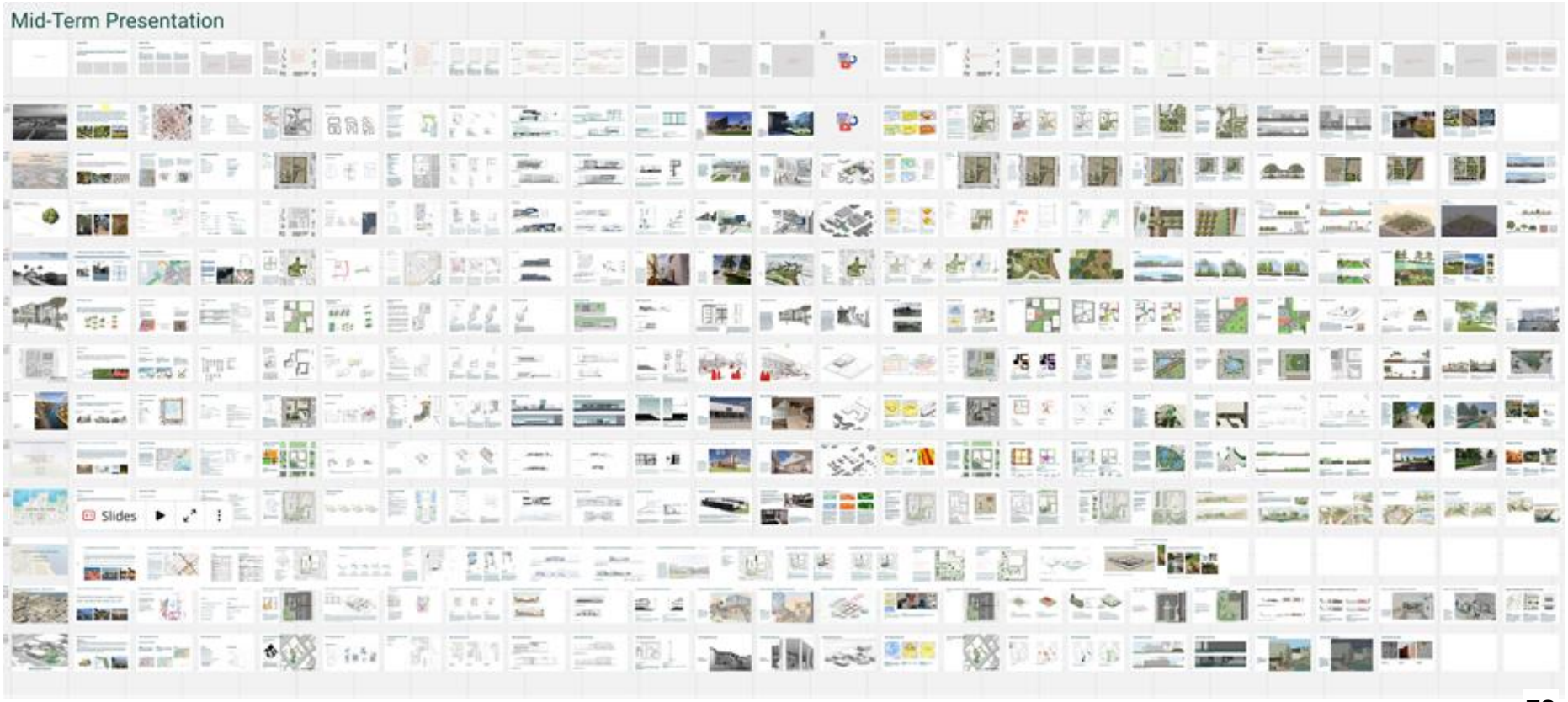
Our greater vision for the City of Punta Gorda is to **design with water**. Florida's ecological history is centered around water, and we want to not just manage for it, but bring it to the forefront.







Many Design Iterations



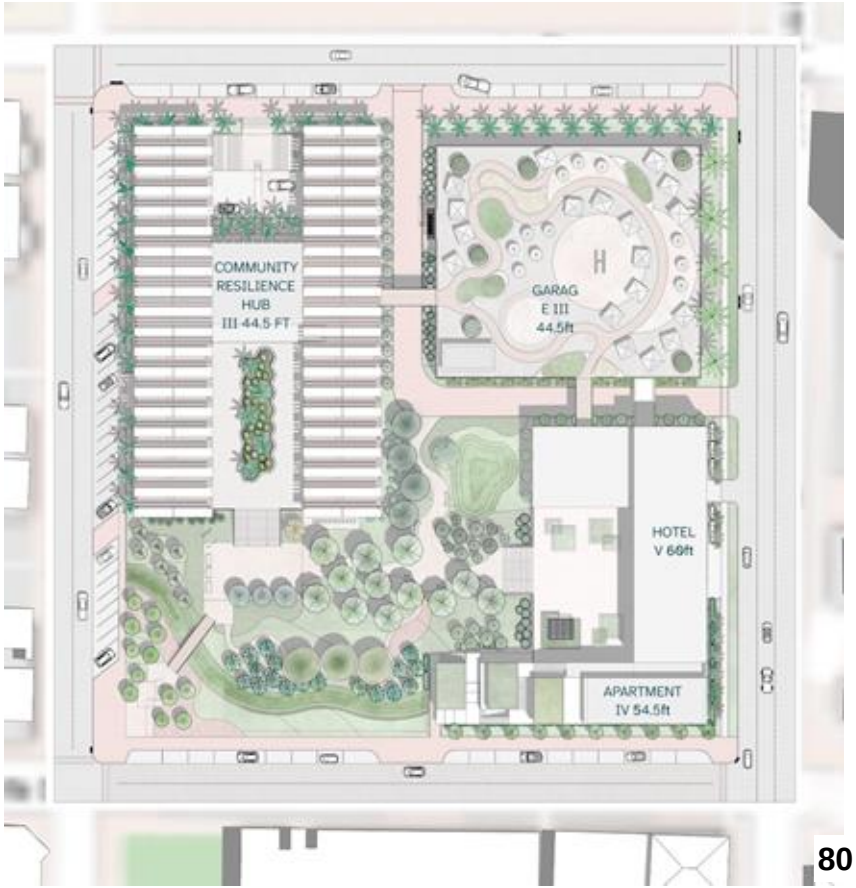
Final Reviews!



Project 1: Welcome the Water

Rosalba Matta, Branden Justin





Project goal is to reimagine the site as a resilient urban landscape where public life, ecological performance, and water management are closely integrated. The project uses landscape as the connective system that organizes movement, supports gathering, and responds to the flood-prone conditions of Punta Gorda. Through this approach, water becomes not only a risk to manage, but also a visible and formative element of place.

Welcome the Water

Rosalba Matta, Branden Justin





Landscape Section Zoom 1

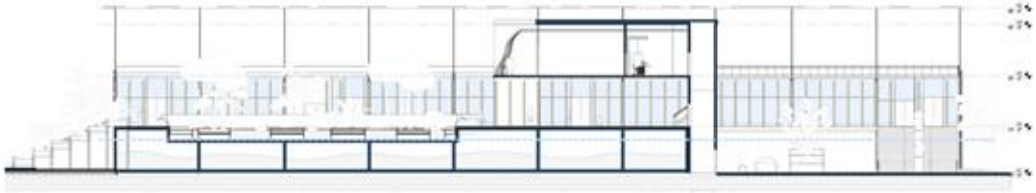
This section highlights the bioswale as a planted stormwater system integrated with circulation and public space. Grading, planting, and water conveyance work together to slow runoff, support infiltration, and create a visible ecological edge within the site.

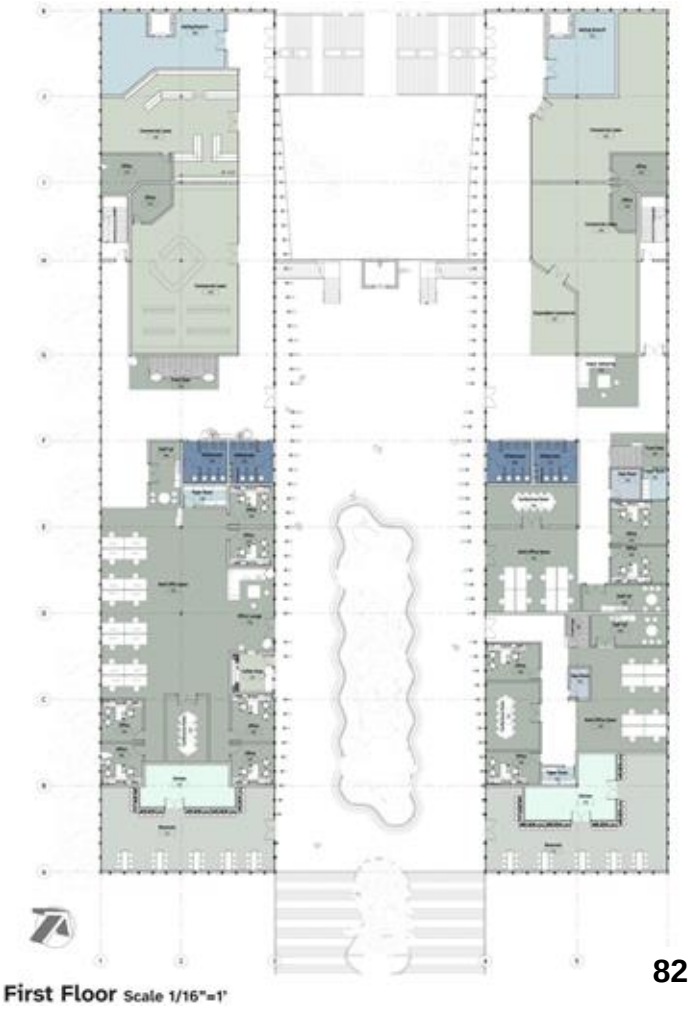


Landscape Plan Zoom 1

Welcome the Water







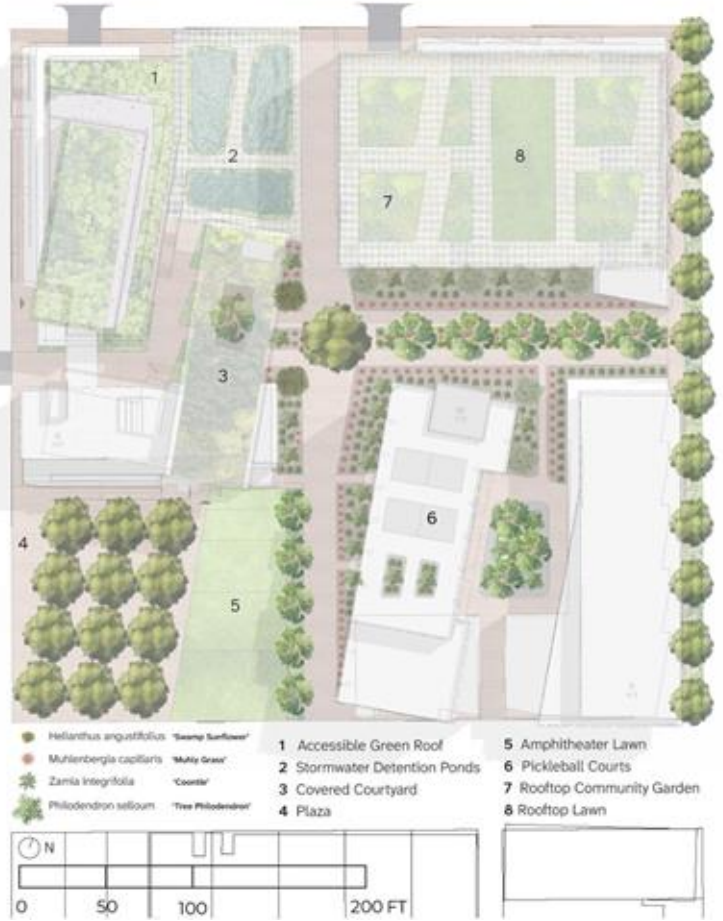
First Floor Scale 1/16"=1'

Sam Kaplan, Noah Kartagener

Project 2: Civic Waters



The City Marketplace site in Punta Gorda has an undeveloped potential to serve as a community hub of activity and culture, located in the heart of the downtown urban context. Our design aims to mesh stormwater management, structural adaptivity, and ecological function to provide the community of Punta Gorda with a comfortable and accessible space for year-round use.



Sam Kaplan, Noah Kartagener

Civic Waters



Landscape Plan Zoom 1



Landscape Section Zoom 1



First Floor Scale 1/16"=1'

Project 3: Stitching the Void

Sam Schneider, Anairis Torrado Ruiz







Masterplan



Stitching spaces to enhance community

Our resilient redevelopment proposal focuses on stitching the centralized site back into its surrounding context through enhanced connectivity, active engagement, and integrated water management strategies. By addressing the existing fragmentation within Punta Gorda, the project establishes a new point of connection— transforming the void into a catalyst for future growth that interweaves circulation, landscape, and program.

Stitching the Void

Sam Schneider, Anairis Torrado Ruiz

Landscape Goals

GOAL 1

Stitch city connectivity by intersecting safe, efficient, and engaging pathways for biking and walking to different areas of downtown Punta Gorda.

GOAL 2

Create new stormwater management alternatives to ecologically capture and distribute water while keeping the city's low-water table top of mind.

GOAL 3

Programatically bring engagement back to the empty space of this site.





Sunny Day vs Storm Conditions







Perspective





Project 4: Currents of Community

Rebecca Brown, Spencer Addis







Project 5: Coastal Commons

Spencer Asofsky, Ricky McFarland

This project explores the integration of landscape architecture and architecture in shaping a resilient environment that manages water, supports ecological resilience, and serves the community through integrated programming.



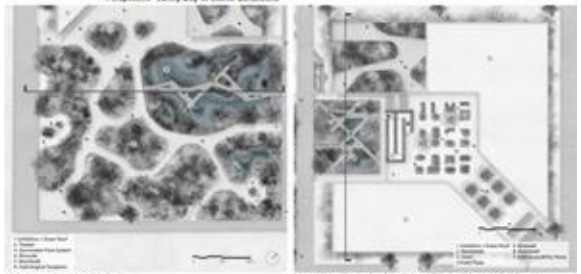










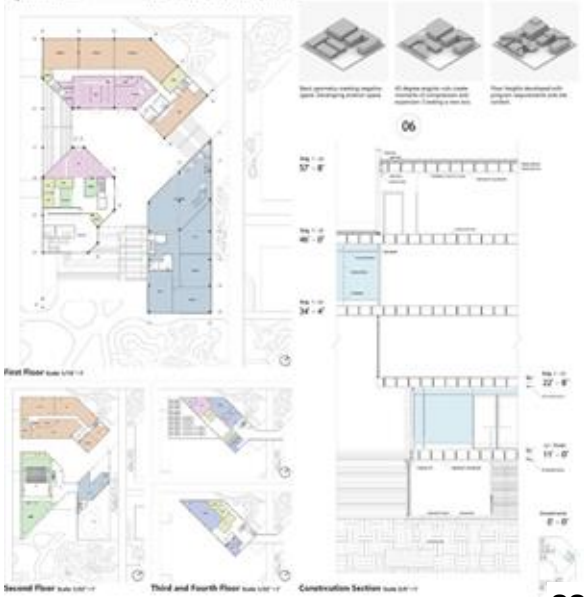












Lessons Learned!

- Resilient **design is not just about storm protection, there are multiple co-benefits** for environment, economy, culture, recreation, etc.
- Resilient buildings can serve **many community purposes** including during "sunny days" as community facilities, arts venues, entertainment centers, and more, while also serving as a **hub for resources** for before and after disasters
- Landscape interventions can achieve **multiple performance metrics** related to biodiversity, pollinator habitat, water quality, stormwater management, etc.
- Opportunities for **new approaches to stormwater management**, however, high water table and seasonal tidal fluctuations also limit the infiltration, creating limits in capacity
- Many opportunities **creative use of public open space** for different community activities, like marketplaces, gathering spaces, outdoor amphitheater, play areas, sculpture gardens, water features, and more!

Lessons Learned!

- We can treat **flood hazard risks as catalysts for community redevelopment**, and create an enhanced public realm that improves both flood resilience and enriches community identity

- Successful projects carefully **integrate landscape and architectural strategies**; intermediate public spaces and other landscape features can create a inviting transition spaces and public amenities

- In commercial areas, **buildings can be designed to safely accommodate water without losing their civic functions**; split-level programming and mezzanines can allow a floodable ground level that still supports vibrant commercial use



University of Florida

Landscape Architecture

Spencer Asofsky
Kate Bonnoront
Sam Kaplan
Veronica Cancio Amadeo
Andrea Otalora
Samantha Schneider
Matt Sinclair
Aerille Agnew
Ana Castro Monteiro Borges
Rosalba Matta Machado
Rebecca Brown
Yiyi Liu
Rosa Shuman
Sebastian Martinez-Wittinghan

Architecture

Ricky McFarland
Bianca Castillo
Noah Kartagener
Marc Burrell
Anairis Torrado Ruiz
Elwyn Hofmann
Alejandro Murillo-Sanchez
Gina Roca Camacho
Branden Justin
Spencer Addis
Chase Sto nire
Luke VanDenBergh

CITY COUNCIL
CITY OF PUNTA GORDA
05/20/2026

REGULAR AGENDA

Title:	Punta Gorda Historic Mural Society New Mural Request: Punta Gorda Rotary - 100 Years of Service
Funds:	Not applicable.
Recommended Action:	For City Council approval.
Summary:	The Punta Gorda Historical Mural Society requests approval for a new mural, "Punta Gorda Rotary - 100 Years of Service", to be installed on the Ace Hardware parking lot wall.
Department/Division:	Urban Design

EXHIBITS:

1. Punta Gorda Historic Mural Society Presentation

Review of

“Rotary: Celebrating A Century of Service ”

New Mural

Dan Betts

Punta Gorda Historic Mural Society

PUNTA GORDA HISTORIC

Mural Society

WWW.PUNTAGORDAMURALS.ORG

Historic Preservation Advisory Board
April 23, 2026

New "Rotary: Celebrating A Century of Service" Mural

Detailed Mural Sketches

Artist: Keith Goodson (has painted 8 murals for PGHMS)



Includes major milestones from past 100 years (1925-2025), including:

- Charter Members along with President & V-President (April 25, 1925)
- Rotarians in Action: Habitat For Humanity Homes, Water4Life Mozambique Wells
- PG Community Service Projects, including:
  - Charlotte Hospital – 1st in County – 1920's
  - Rotary 75th Anniversary Beach – 2000
  - Healing Field of Honor – held on Veterans Day each year
  - Sponsor of the Charlotte High School Interact Club

Location: West Facing Wall of Ace Hardware

- Ace Hardware Punta Gorda, 208 W Marion Ave
- Mural will be installed on 2 aluminum panels (each 10’ x 5’)



Mock-up of Mural on Ace Hardware Wall

CITY COUNCIL
CITY OF PUNTA GORDA
05/20/2026

REGULAR AGENDA

Title: Event Permit - 26-00196621 - Fourth Fest and Fireworks Exclusive Use of Laishley Park - July 2-5 2026

Funds: Not applicable.

Recommended Action: For Council's approval of street closures and applicant's request to waive park rental fees.

Summary:

Fourth Fest and Fireworks will be held in Laishley Park on July 4, 2026, and hosted by Florida Outdoor Education. Event setup is scheduled for July 2 and 3 from 8:00 a.m. to 5:00 p.m., with the event taking place on July 4 from 3:00 p.m. to 9:30 p.m. Cleanup will occur on July 5 from 8:00 a.m. to 5:00 p.m.

The applicant is requesting that the park rental fee be waived. As a tax exempt organization, the rental cost would normally be $100 per day plus a $500 damage deposit, which is refundable pending all payments and inspections. The total amount requested to be waived is $900, including the deposit.

The applicant does not incur charges for street closures, as those services are currently being provided by City staff. The Police Department provides services valued at $9,274.00 at no cost to the applicant. The applicant is responsible for payment for four required detail officers (31 total hours), as well as Fire Department fees for a tent permit, fireworks, and special detail.

Department/Division: Urban Design

EXHIBITS:

1. Application
2. Fourth of July 2026 Zone Map South
3. Fourth of July 2026 Zone Map West
4. Event Review Report

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:	**PERMIT NO:**
Application Fee: $50.00 (DUE AT TIME OF APPLICATION)	**DRC DATE:**

Name of Event	Fourth Fest & Fireworks in Laishley Park
Applicant or Organization	FL Outdoor Education Foundation
Event Date(s)	July 4th, 2026

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 501 C3, provide IRS certification) ☐ Joint Event

Name of Responsible Party	Jerry Cleffi	Title	Director
Address	[redacted]		
Phone #'s			

Description of Event	Festival with Fireworks Food trucks Vendors Live Music water Slides

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
7-2	8	5	7-4	3pm	9:30pm	7-5	8	5
7-3	8	5						

Has this event been held in the Past?	☐ No ☒ Yes – When 17 years In attendance _____		
Anticipated Crowd Size for this event	3000	Peak Hours 7:30-9:30	
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? 5 What Size? 10x10 20x30 10x20 40x40		
Will alcoholic beverages be sold or consumed on the premises?	☐ No ☒ Yes – Alcoholic Beverage Permit Holder FL Outdoor Education Found		
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 Big Stars Events		
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
Will additional refuse containers/dumpsters be provided? (If serving food a dumpster is required)	☐ No ☒ Yes – By whom? EcoSouth
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: Jerry Cleffi Phone: [redacted] Email Address: [redacted]
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	Jerry Cleffi	Title	Director
Address	[redacted]		
Phone #'s	[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

Signature: Jerry Cleffi

Type or Printed Name & Title: Jerry Cleffi

Organization: FT Outdoor Education

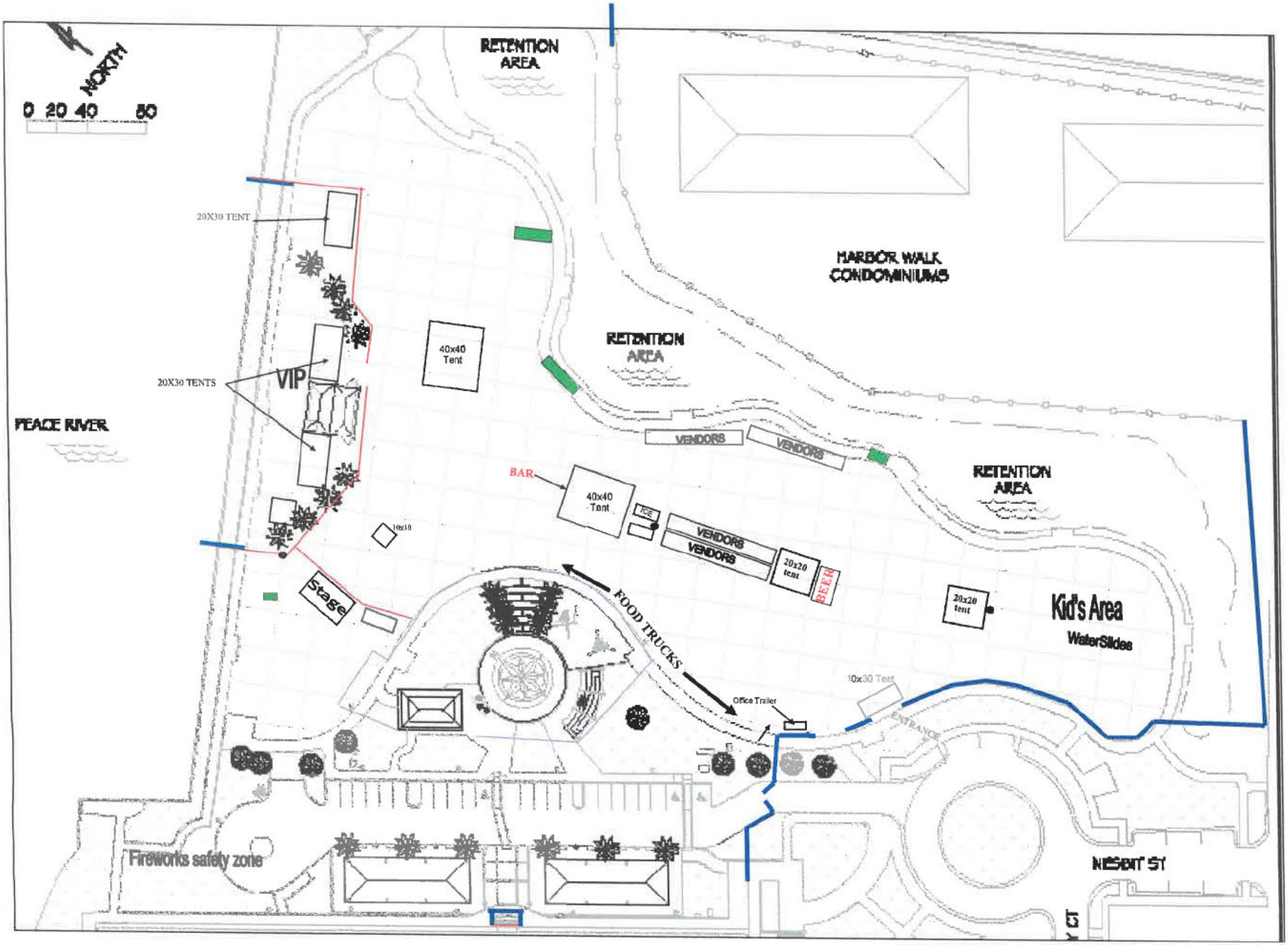
Date: 4/10/26

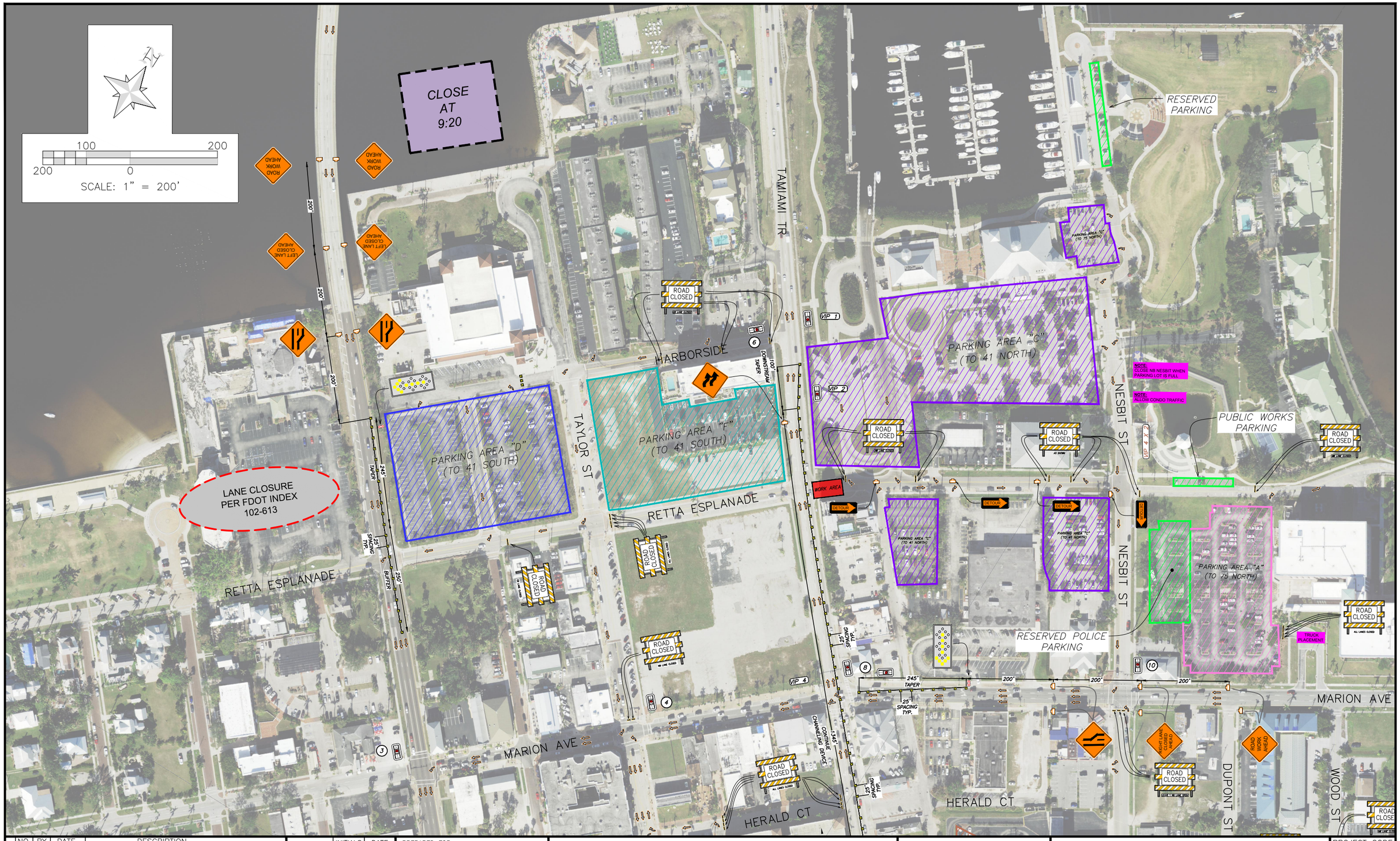
State of Florida
County of Charlotte

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this day of 10th April, 20 26, by Jerry Cleffi, who is personally known to me or who has produced _____ as identification.

Tonya Louise Stover
(Signature of Notary)

TONYA LOUISE STOVER
Notary Public - State of Florida
Commission # HH 575686
My Comm. Expires Jul 28, 2028
Bonded through National Notary Assn.


NORTH
0 20 40 80
RETENTION AREA
20X30 TENT
HARBOR WALK CONDOMINIUMS
RETENTION AREA
40x40 Tent
20X30 TENTS
VIP
PEACE RIVER
VENDORS
VENDORS
BAR
40x40 Tent
RETENTION AREA
ICE
VENDORS
VENDORS
20x20 tent
BEER
20x20 tent
Kid's Area
WaterSlides
10x10
Stage
FOOD TRUCKS
Office Trailer
10x30 Tent
ENTRANCE
Fireworks safety zone
NISSEN ST



REVISED	NO.	BY	DATE	DESCRIPTION

	INITIALS	DATE
DESIGN	SDU	
DRAWN	SDU	
CHECKED		
QUALITY CHK		
SCALE	1"=200'	

PREPARED FOR:

4TH OF JULY FIREWORKS
LAISHLEY PARK

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

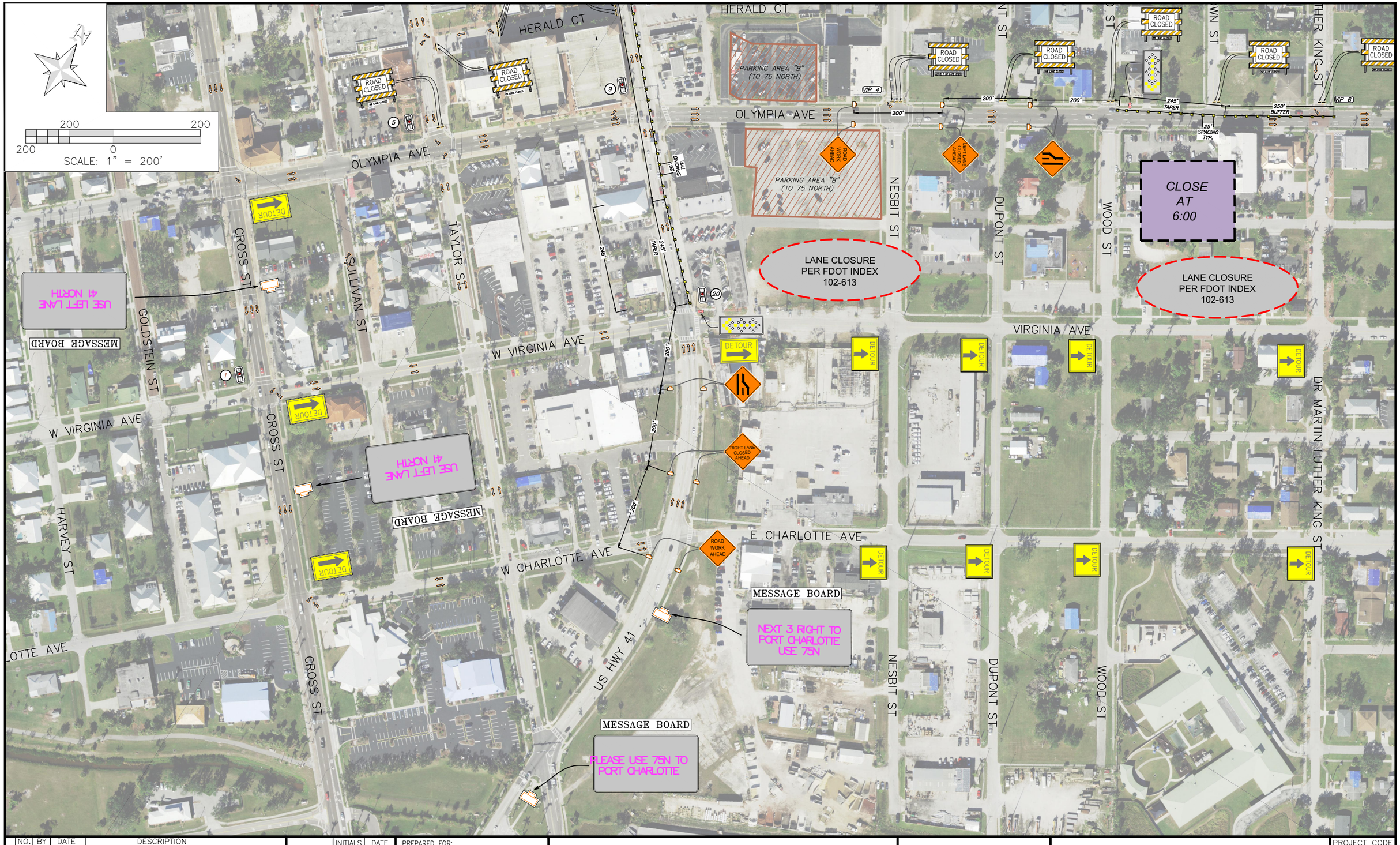
MAINTENANCE OF TRAFFIC

WEST ZONE

SEC :12, 6, 5, 7, 8 TWP :41S RNG :22E, 23E

PROJECT CODE

SHEET NO. 3



REVISED NO.	BY	DATE	DESCRIPTION

	INITIALS	DATE
DESIGN	SDU	
DRAWN	SDU	
CHECKED		
QUALITY CHK		
SCALE	1"=200'	

PREPARED FOR:

4TH OF JULY FIREWORKS
LAISHLEY PARK

Punta Gorda

CITY OF PUNTA GORDA

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

3130 COOPER STREET
PUNTA GORDA, FL. 33950
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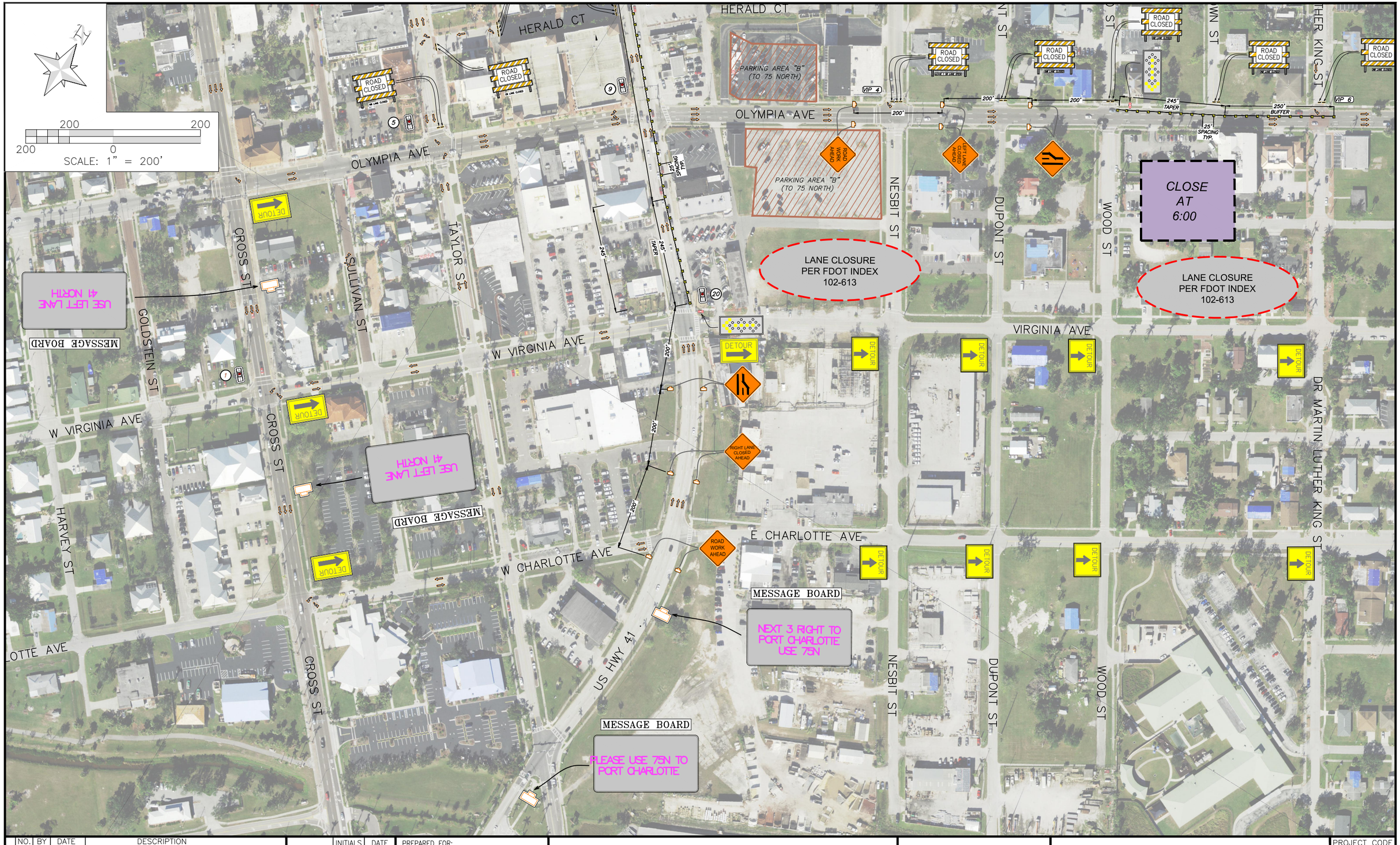
MAINTENANCE OF TRAFFIC

SOUTH ZONE

SEC :12, 6, 5, 7, 8 TWP :41S RNG :22E, 23E

PROJECT CODE

SHEET NO. 4



REVISED NO.	BY	DATE	DESCRIPTION

	INITIALS	DATE
DESIGN	SDU	
DRAWN	SDU	
CHECKED		
QUALITY CHK		
SCALE	1"=200'	

PREPARED FOR:

4TH OF JULY FIREWORKS
LAISHLEY PARK

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

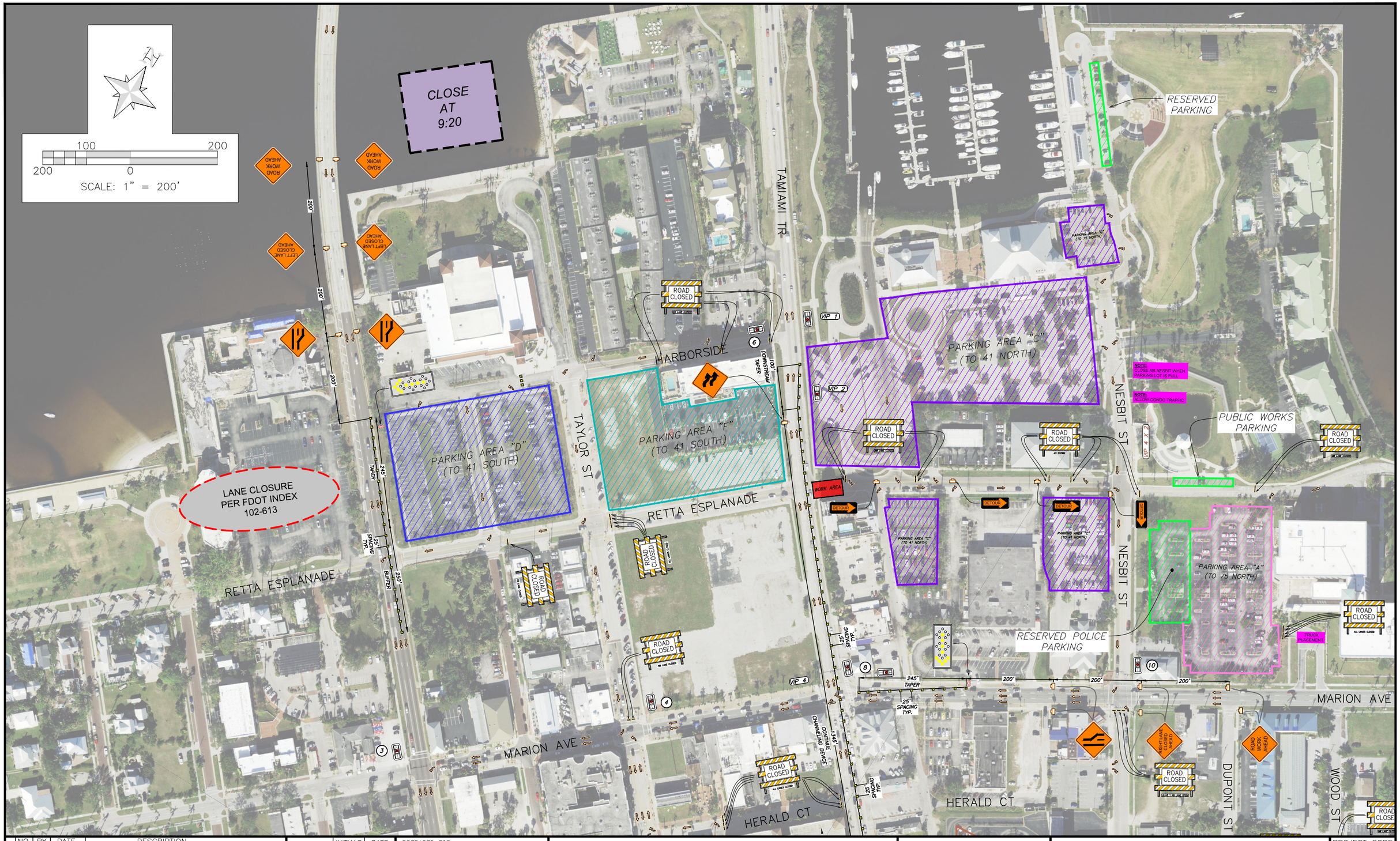
MAINTENANCE OF TRAFFIC

SOUTH ZONE

SEC :12, 6, 5, 7, 8 TWP :41S RNG :22E, 23E

PROJECT CODE

SHEET NO. 4



REVISED NO.	BY	DATE	DESCRIPTION

	INITIALS	DATE
DESIGN	SDU	
DRAWN	SDU	
CHECKED		
QUALITY CHK		
SCALE	1"=200'	

PREPARED FOR:

4TH OF JULY FIREWORKS
LAISHLEY PARK

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

MAINTENANCE OF TRAFFIC

WEST ZONE

SEC :12, 6, 5, 7, 8 TWP :41S RNG :22E, 23E

PROJECT CODE

SHEET NO. 3

City of Punta Gorda, Florida

Event Review Report

Event Name: Fourth Fest & Fireworks
Location: Exclusive Use of Laishley Park
Date/Dates: 7/2/26-7/5/26
Event Contact: Jerry Cleffi – FL Outdoor Education
Phone: 941628-0702
Email: jerrycleffi001@gmail.com
Permit # 26-00196621
DRC 5/8/26 **CC 5/20/26**

Receipt # **Requested Damage Deposit:**

Application Received: 4/10/26	Insurance: STILL NEEDING
Facilities: ✅	Letter from Property owner: NA
Police: ✅	Beverage/ Extension License: NEED
Fire: ✅	Tax exempt: ✅
Special Event: ✅	FDOT permit: NEED TO SUBMIT
ADA: ✅	Paid park rental *Still need
Off premises signs: NA	Example of off premises signs: NA

The following comments and/or concerns were identified by the City's Staff regarding this Special Event Application.

URBAN DESIGN DEPARTMENT

Zoning is requesting a copy of COI showing the City as Additional Insured; ABT; IRS Tax Exempt Cert; a product list of the fireworks that will be used; MSD sheets; name of the person/agency who will be handling the fireworks; and a copy of their license/permit.

Any event organizer using food/beverage vendors must certify that each vendor has a State of Florida Health Department Approval. Need Staff and City Council approval for water slides because of water restrictions. Harbor walk must remain open at all times.

Adrianna Gehrke	04/20/2026
Urban Design Representative	Date

SANITATION DIVISION | SOLID WASTE REMOVAL SERVICES

The event organizer is responsible for all trash clean up and removal related to the event. A dumpster is required if food is being served.

Jennifer Daumann	4-14-2026
Sanitation Division Representative	Date

FIRE DEPARTMENT

A tent permit is required. Also, 2 Firefighter personnel special detail is required from 3:00pm to 9:30pm paid by the event organizer. Staging with reserve engine and medical equipment.

Fire Permit received on:

Payment for services received on:

Fire Marshal TJ Smith	4/13/2026
Fire Department Representative	Date

POLICE DEPARTMENT

Required to have 4 detail officers as in past and they will be staggered. Payment is required ahead of time as last year it took several months to be paid.

Payment for services received on:

Captain Norman Nahra	4/15/2026
Police Department Representative	

UTILITIES

Water restrictions are in place until July 1st. Water slides may not be permitted if the restrictions are extended.

Thomas Spencer	4-28-2026
Utility Department Representative	Date

CITY COUNCIL
CITY OF PUNTA GORDA
05/20/2026

REGULAR AGENDA

Title:	PGI Green Thumbs Sculpture Placement Request
Funds:	Not applicable.
Recommended Action:	City Council approval.
Summary:	PGI Green Thumbs requests approval of a donated sculpture to be placed in Nature Park.
Department/Division:	Urban Design

EXHIBITS:

1. Presentation

2025 Nature Park Sculpture Placement Request

City Council
May 20, 2026
Urban Design

The PGI Green Thumbs, Inc. of Punta Gorda, FL is a nonprofit volunteer organization whose mission is to enhance the green spaces of our community with Punta Gorda Nature Park, located in the heart of the city, as our primary focus.



Making A Blooming Difference
PGI Green Thumbs

Nature Park, 1625 Aqui Esta Drive, Punta Gorda

Proposed sculpture location



Making A Blooming Difference
PGI Green Thumbs

Landscaping by PGI Green Thumbs began in 2012 and extends on both east and west sides of the park, flanking the firehouse over approx. 5 acres.

MEET "TWIGGY"

Sculpture objective:

Enhance the welcoming ambiance as visitors enter the park's west side by providing a whimsical figure holding a welcome sign.



Sculpture donation comes from the "Friends & Neighbors of the Punta Gorda Nature Park", a local community group also covering professional installation cost.

Making A Blooming Difference
PGI Green Thumbs

Picture Twiggy holding a beautiful welcome sign!



Twiggy sculpture dimensions: 7’5” T x 36” W
Sign is a simulation – not to scale.



Green Thumb volunteer posing in Bromeliad bed intended as Twiggy’s new home.

Next Steps

- City Council approval requested to free Twiggy from her dank storage room existence to live where she can delight visitors.
- Donating group is paying the cost to have Twiggy installed on a secure concrete pad
- Installation methodology reviewed by Design Studio to assure stability and wind resistance. Licensed Contractor: Bill Jacobsen Enterprises, Inc.

Questions?

Joyce Laubach, President, PGI Green Thumbs, Inc.

CITY COUNCIL
CITY OF PUNTA GORDA
05/20/2026

REGULAR AGENDA

Title:

Agreement award to Browning Chapman, LLC of IN, to seal all joints and penetrations, and apply a waterproof traffic rated membrane on the second level of Herald Court Center Parking Garage.

Funds:

City Leased Property Fund
Account#s 131-0947-545-4601 and 131-0000-519-4632 Total Budget $ 756,970
Project - HCPARK

Base Bid $527,100.00 + Contingency $75,000.00 Total $602.100.00

Recommended Action:

Staff recommends award of this Agreement to Browning Chapman, LLC of IN as the most qualified, responsive and responsible bidder.

Summary:

Procurement solicited Request for Proposals for a Contractor to develop and fully execute a plan to seal all joints and penetrations through the parking garage decks and apply a waterproof traffic rated membrane on the second level. Solicitation notices were sent to 1219 contractors. A total of 22 viewed the solicitation and the City received 11 submittals, of which three qualified for evaluation. The Evaluation & Selection Committee (ESC) independently reviewed and evaluated the qualified contractor's submittals and is recommending award to Browning Chapman, LLC of IN.

The total lump sum cost for this project is $527,100.00. Staff is requesting Council approve a contingency budget in the amount of $75,000.00. The contingency budget shall be utilized by the Department for approved written Change Orders for unforeseen conditions. The project timeline for completion is 110 consecutive calendar days after issuance of a notice to proceed.

Department/Division: Procurement

EXHIBITS:

1. Recommendation for Award
2. Agreement

Punta Gorda
FLORIDA

INTEROFFICE MEMORANDUM

To: Anne Heinen, Kristin Simeone, and Melissa Reichert
From: Julie Rogan-Sutter, Sr. Purchasing Agent
Date: April 28, 2026

Subject: R2025108/SVC-HERALDCTLEAK/0908 – AWARD RECOMMENDATION

Project Description: The City's objective is to CONTRACT with a qualified, competent, and State of Florida licensed Contractor to develop and fully execute a plan to seal all joints and penetrations through the parking garage decks and apply a waterproof traffic rated membrane on the second level.

Total Vendors noticed: 1219 Vendors accessed solicitation: 22 Total Responses: 11
Responses Disqualified/Rejected: 8 (Refer to evaluation)
ESC Committee Members: Bryan Clemons (BC), Samuel Updike (SU), and Hank Flores (HF)

Final Ranking (Refer to attached minutes for evaluation details):

1. Browning Chapman, LLC.
2. Innovative Masonry Restoration LLC.
3. CFS Roofing Services, LLC.

Selected Vendor: Browning Chapman, LLC.

Award Amount: Project Base Bid: $527,100.00 Contingency: $75,000 Total: $602,100

Funding:
☒ Funds available ☐ Funds not available/transfer required ☐ Funds not available/to be appropriated
Acct#s 131-0947-545-4601 and 131-0000-519-4632

Recommendation Approval:

APPROVED By Bryan Clemons at 11:41 am, Apr 28, 2026			
Evaluation Committee Chair (BC)	Date	NAME	Date

Authority to award services:

☐ Procurement Manager ☐ City Manager ☒ City Council – Meeting Date: 5/20/2026

AWARD AUTHORIZATION

Recommendation Approval:			
Anne Heinen, Procurement Manager	Date 4/28/26	☑ Concur	☐ Nonconcurrence
Funds Verification: Kristin Simeone Digitally signed by Kristin Simeone Date: 2026.04.28 14:33:25 -04'00'		☑ Concur	☐ Nonconcurrence
Kristin Simeone, Finance Director	Date		
Approval to submit to Council			
Melissa Reichert, City Manager	Date 4/28/26	☒ Concur	☐ Nonconcurrence

CITY OF PUNTA GORDA

PROCUREMENT DIVISION
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-3366
FAX: (941) 575-3340
PGPurch@CityofPuntaGordaFL.com

EVALUATION & SELECTION COMMITTEE
MEETING MINUTES
SOLICITATION #R2025108/SVC-HERALDCTLEAKS/0908
April 14, 2026

MEMBERS PRESENT: Hank Flores (HF), Bryan Clemons (BC), Samuel Updike (SU)

OTHERS PRESENT: Julie Rogan-Sutter (JRS)

Meeting began at 11.33 a.m.

Roll Call

JRS advised the meeting was being recorded. JRS called for public comment three (3) times.

Public Comment – Those interested in commenting, please state your name for the record. Discussion with staff is not permitted. Public Comment was given by the following, see summary below:

No comments were made.

JRS asked the committee members if they have been contacted by an Offeror regarding this solicitation. All members responded they have not. NONE CONTACTED

HF nominated BC to chair the committee, SU seconded, BC accepted, all are in favor.

JRS reviewed Procurement's pre-qualification efforts and reported:

- Browning Chapman, LLC, CFS Roofing Services, LLC and Innovative Masonry Restoration, LLC were deemed responsive and qualified to proceed into the evaluation phase.

- Offerors deemed non-responsive or did not meet minimum qualifications were:
    - Structural Preservation System, LLC
    - Structural Systems Repair Group, LLC
    - Concrete Protection & Restoration, LLC
    - Consel Construction Specialty Services
    - Contracting Specialists SE, LLC
    - Ketom Construction Company, Inc
    - Restocon, LLC
    - Superior Builders Group, Inc.

JRS reviewed the evaluation process.

Committee discussed each Offeror's submittal package. JRS requested any additional comments. JRS asked if any member wants to change their independent scores based on discussion.

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PROCUREMENT DIVISION
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JRS read into the record the ordinal scores of the offerors for each member, the committee ordinals scores for each offeror and ranking of offerors.

	Bryan Clemons		Hank Flores		Samuel Updike	
	RAW	ORDINAL	RAW	ORDINAL	RAW	ORDINAL
Browning Chapman, LLC	451.0	1	470.0	1	450.0	1
CFS Roofing , LLC	393.0	3	420.0	3	440.0	2
Innovative Masonry Restoration, LLC	412.0	2	462.5	2	370.0	3

ORDINAL SCORE		**SHORT LIST RANKING**	**SHORT LIST ORDER**	
Browning Chapman, LLC	3	1	1	Browning Chapman
CFS Roofing , LLC	8	3	2	Innovative Masonry
Innovative Masonry Restoration, LLC	7	2	3	CFS Roofing

Being that no changes need to be made:

HF makes a motion to accept the short list as presented based on ordinal scores, SU seconded, all are in favor.

JRS explained the next step in the process was to conduct interviews or presentations with the short-listed offerors if the Committee choose to do so. The committee elected not to move forward with interviews or presentations.

BC motioned to authorize Procurement to begin negotiations with the top ranked offeror and the contract award process for submission of the award to City Council for approval, HF seconded, all are in favor.

HF nominated BC to negotiate with Procurement, SU seconded, BC accepted, all are in favor.

Member comments for including in negotiations

HF motioned to disband the committee with the right to reconvene if necessary at a later date and adjourn the meeting at 11:54 a.m., SU seconded, all are in favor.

FIRM:	***Browning Chapman, LLC***						
	Weight	**Bryan Clemons**		**Hank Flores**		**Samuel Updike**	
EVAL CRITERIA							
Bidder Qualifications & Experience	20	4.7	94	5	100	5	100
Technical Proposal	30	4.4	132	4	120	4	120
Proposed Prices	30	4.5	135	5	150	5	150
Proposed Timeline	20	4.5	90	5	100	4	80
TOTAL RAW SCORES/BONUS			**451.0**		**470.0**		**450.0**

FIRM:	***CFS Roofing , LLC***						
	Weight	**Bryan Clemons**		**Hank Flores**		**Samuel Updike**	
EVAL CRITERIA							
Bidder Qualifications & Experience	20	4.8	96	4	80	5	100
Technical Proposal	30	4.7	141	5	150	5	150
Proposed Prices	30	2	60	3	90	3	90
Proposed Timeline	20	4.8	96	5	100	5	100
TOTAL RAW SCORES/BONUS			**393.0**		**420.0**		**440.0**

FIRM:	***Innovative Masonry Resoration, LLC***						
	Weight	**Bryan Clemons**		**Hank Flores**		**Samuel Updike**	
EVAL CRITERIA							
Bidder Qualifications & Experience	20	4.5	90	5	100	4	80
Technical Proposal	30	3.5	105	4	120	3	90
Proposed Prices	30	4.3	129	4.75	142.5	4	120
Proposed Timeline	20	4.4	88	5	100	4	80
TOTAL RAW SCORES/BONUS			**412.0**		**462.5**		**370.0**

	Bryan Clemons		**Hank Flores**		**Samuel Updike**	
	RAW	ORDINAL	RAW	ORDINAL	RAW	ORDINAL
Browning Chapman, LLC	451.0	1	470.0	1	450.0	1
CFS Roofing , LLC	393.0	3	420.0	3	440.0	2
Innovative Masonry Resoration, LLC	412.0	2	462.5	2	370.0	3

ORDINAL SCORE	
Browning Chapman, LLC	3
CFS Roofing , LLC	8
Innovative Masonry Resoration, L	7

SHORT LIST RANKING	**SHORT LIST ORDER**
1	1 Browning Chapman
3	2 Innovative Masonry
2	3 CFS Roofing

Evaluator:	Bryan Clemons

CLICK ON THE "REFERENCE LINK" FOR REFERENCE SURVEY RESULTS & "PREQUAL LINK" FOR SUBMITTAL DETAILS

Evaluator Comments | Evaluation Ordinals | Rating Guidelines

AVG REFERENCE SCORE

Evaluator Input in Green Areas

		Browning Chapman		CFS Roofing		Innovative Masonry	
		4.92		4.92		4.58	
		PreQual Link		PreQual Link		PreQual Link	
		Reference Link		Reference Link		Reference Link	
		Score	Total	Score	Total	Score	Total
Bidder Qualifications & Experience	20	4.7	94	4.8	96	4.5	90
Technical Proposal	30	4.4	132	4.7	141	3.5	105
Proposed Prices	30	4.5	135	2	60	4.3	129
Proposed Timeline	20	4.5	90	4.8	96	4.4	88
TOTAL RAW SCORE		**451**		**393**		**412**	

EVALUATION COMMENTS: **COMMENTS ARE REQUIRED** BACK TO TOP

Browning Chapman	See attached comments
CFS Roofing	See attached comments
Innovative Masonry	See attached comments

Evaluation Rating Guidelines	* Highest Score = 5 BACK TO TOP
5 – Exceptional	The submission exceeds expectations, excellent probability of success in achieving all objectives. Very innovative
4 – Good	Very good probability of success. Achieves all objectives in reasonable fashion.
3 – Acceptable	Has reasonable probability of success. Some objectives may not be met
2 – Poor	Falls short of expectations and has a low probability of success
1 – Not acceptable	Submission fails to meet requirements and the approach has no probability of success.
0 – Non Responsive	Information/documentation provided is adequate for evaluation

SUMMARY:	**TOTAL RAW SCORE**	**ORDINAL SCORE 1=HIGHEST SCORE**
Browning Chapman	451	1
CFS Roofing	393	3
Innovative Masonry	412	2

SIGNATURE OF EVALUATOR:

Bryan Clemons

BACK TO TOP

	Qualifications and Experience	Technical Proposal	Proposed Price	Proposed Timeline
Browning Chapman	*Two references with only one 4 and the rest 5's. *In business 14 years *Approved LymTal International applicator. *14 years in business *Provided 6 references of work done	*Provided warranty info 5-yr leak and 1-yr material and workmanship *Explained what was being done on each level *Provided an option of a fast cure product to reduce closure time. *Products are lesser known than the Sika products proposed by other two vendors. *Provided maintenance outline	*Lowest price and provided an option for a fast cure product to reduce closure time *Lesser known products than Sika products proposed by other two bidders.	Second shortest at 110 days
CFS Roofing	*Two references with only one 4 and the rest 5's.	*5-yr workmanship and leak warranty *Good outline of work proposed. *Utilizing a well known product.	Nearly three times the next lowest bidder	By far the shortest at 76 days but comes at quite the premium
Innovative Masonry	*Three references returned. Nothing less than 4's. *Provided 7 project examples *Had a Sika Recommendation letter.	*Not a detailed outline of proposed work *Did include info on mil testing and moisture testing *Didn't see any warranty info	Seems to be reasonable pricing utilizing known products	Just slightly longer than the second shortest at 116 days.

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EVALUATION & SELECTION COMMITTEE (ESC) MEMBER AGREEMENT

SOLICITATION: R2025108/SVC-HERALDCTLEAK/0908

Your willingness to participate as an ESC member is an integral part of the procurement process. Your designation as an ESC member for the City and as a public servant thereby, requires that you fully understand the policies regarding potential conflicts of interest and the confidential nature of the submittal packages and all that is contained therein.

Confidentiality. The competitive procurement process and the obligations imposed by state statutes and City's Procurement Policy require the Procurement Division to ensure that the competitive process operates in a fair and equitable manner. As an ESC member, you have access to information not generally available to the public, other City staff or Councilmembers and are charged with special professional and ethical responsibilities. You may have access to information about bidders that is to be used only during the evaluation process and for discussion only with fellow ESC members in a public meeting or as directed by Procurement. You shall not discuss the evaluation, scoring, or status of any submittal package or any action affecting any submittal package with any City staff, Councilmembers, person, firm, corporation, or other outside business entity at any time prior to or during the procurement process. You shall not use such information obtained as an ESC evaluator for neither personal benefit, pecuniary or otherwise, nor copy and/or disseminate any portion of any proposal at any time prior to, during, or after the procurement process.

Confidentiality of Evaluators. During the initial evaluation process, the City makes every effort to keep the identity of ESC members confidential and will maintain that confidentiality to the fullest extent provided by law. As a member, you shall not discuss or reveal the names of members with or to bidders or other individuals.

Conflict of Interest and Ethical Considerations. A conflict of interest or the appearance of a conflict of interest may occur if you are directly or indirectly involved with an organization that has submitted a submittal package for evaluation. Prior to reviewing any proposals, you must inform Procurement of any potential conflicts of interest or the appearance thereof. If you become aware of any potential conflict of interest as you review a proposal, you must immediately notify Procurement. You may be disqualified as an ESC member if you conduct yourself in a way that could create the appearance of bias or unfair advantage with or on behalf of any competitive bidder, potential bidder, agent, subcontractor, or other business entity, whether through direct association with contractor representatives, indirect associations, through recreational activities or otherwise. Examples of potentially biasing affiliations or relationships are listed below:

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2. Your affiliation with a bidding company or institution. For example, a conflict may exist when you:
   a. are employed by or are being considered for employment with the company or institution submitting any bid or hold a consulting, advisory, or other similar position with said company or institution;
   b. hold any current membership on a committee, board, or similar position with the company or institution;
   c. hold ownership of the company or institution, securities, or other evidences of debt; (d) are currently a student or employee in the department or school submitting a proposal, such as the case.
3. Your relationship with someone who has a personal interest in the proposal. This includes any affiliation or relationship by marriage or through family membership, any business or professional partnership, close personal friendship, or any other relationship that you think might tend to affect your objectivity or judgment or may give an appearance of impropriety to someone viewing it from the outside the relationship.

I have read this document and understand my obligations as explained herein. I further understand that I must advise Purchasing Advisor if a conflict currently exists or arises during my term of service as an RFP evaluator. I further understand that I must sign and deliver this statement to Procurement Office prior to participating in the evaluation process.

Date: 4-14-25 Name Bryan Clemons Signature

Evaluator:	Hank Flores

CLICK ON THE "REFERENCE LINK" FOR REFERENCE SURVEY RESULTS & "PREQUAL LINK" FOR SUBMITTAL DETAILS

Evaluator Comments | Evaluation Ordinals | Rating Guidelines

AVG REFERENCE SCORE
Evaluator Input in Green Areas

		Browning Chapman		CFS Roofing		Innovative Masonry	
		4.92		4.92		4.58	
		PreQual Link		PreQual Link		PreQual Link	
		Reference Link		Reference Link		Reference Link	
		Score	Total	Score	Total	Score	Total
Bidder Qualifications & Experience	20	5	100	4	80	5	100
Technical Proposal	30	4	120	5	150	4	120
Proposed Prices	30	5	150	3	90	4.75	142.5
Proposed Timeline	20	5	100	5	100	5	100
TOTAL RAW SCORE		**470**		**420**		**462.5**	

EVALUATION COMMENTS: **COMMENTS ARE REQUIRED** BACK TO TOP

Browning Chapman	Based on a review of the bid packet, this bidder appears to be well qualified. Browning Chapman (BC) has 14 years of incorporated experience in structural repair and waterproofing, etc. The company is a General Contractor, therefore, it has broad experience with various aspects of construction. They have provided five (5) examples specifically for garage repairs. The only concern I have is that the materials used appear to be guaranteed for only five years. The City of Punta Gorda last had repairs conducted on the city garage in 2016 - ten years ago. Taking into account the guarantees stated, it is possible that PG will be seeking additional repairs in the not too distant future. This bidder has experience with municipal projects. Their base bid is $527,100.00 with an optional Traffic Coating upgrade, which brings the total to $694,100.00.
CFS Roofing	Based on a review of the bid packet, this bidder appears to be well qualified. CFS Roofing (CFS) has over 45 years of roofing and construction experience. The company is a Certified Roofing Contractor. They have provided four (4) project examples, though none appear to be specifically for garage leak repairs. The bidder provided a comprehensive description of the services to be conducted and provided a detailed total cost. Their total bid was $2,167,000.00, which included $95,693.00 for MOT (Maintenance of Traffic), which seems excessive as the garage is usually empty above the second floor. Their bid was approximately three (3) times higher than the other two accepted bids. The next closest bid (not accepted for consideration) was $1.4 million.
Innovative Masonry	Based on a review of the bid packet, this bidder also appears to be well qualified. Innovative Masonry (IM) has 13 years of incorporated experience in structural repair and waterproofing, etc. The company is a General Contractor, therefore, it has broad experience with various aspects of construction. They have provided four (4) examples and details of projects conducted specifically for garage repairs. The only concern I have as with BC is that the materials used appear to be guaranteed for only five years. The City of Punta Gorda last had repairs conducted on the city garage in 2016 - ten years ago. Taking into account the guarantees stated, it is possible that PG will be seeking additional repairs in the not too distant future. This bidder also has experience with municipal projects. Their total bid is $772,682.10.

Evaluation Rating Guidelines	* Highest Score = 5 BACK TO TOP
5 – Exceptional	The submission exceeds expectations, excellent probability of success in achieving all objectives. Very innovative
4 – Good	Very good probability of success. Achieves all objectives in reasonable fashion.
3 – Acceptable	Has reasonable probability of success. Some objectives may not be met
2 – Poor	Falls short of expectations and has a low probability of success
1 – Not acceptable	Submission fails to meet requirements and the approach has no probability of success.
0 – Non Responsive	Information/documentation provided is adequate for evaluation

SUMMARY:	**TOTAL RAW SCORE**	**ORDINAL SCORE 1=HIGHEST SCORE**
Browning Chapman	470	1
CFS Roofing	420	3
Innovative Masonry	462.5	2

SIGNATURE OF EVALUATOR: Hank Flores

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   b. hold any current membership on a committee, board, or similar position with the company or institution;
   c. hold ownership of the company or institution, securities, or other evidences of debt; (d) are currently a student or employee in the department or school submitting a proposal, such as the case.
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Date: 4/1/26 Name Hank Flores Signature

Evaluator:	Samuel Updike

CLICK ON THE "REFERENCE LINK" FOR REFERENCE SURVEY RESULTS & "PREQUAL LINK" FOR SUBMITTAL DETAILS

Evaluator Comments | Evaluation Ordinals | Rating Guidelines

AVG REFERENCE SCORE
Evaluator Input in Green Areas

[redacted]

		Browning		CFS Roofing		Innovative	
		4.92		4.92		4.58	
		PreQual Link		PreQual Link		PreQual Link	
		Reference Link		Reference Link		Reference Link	
		Score	Total	Score	Total	Score	Total
Bidder Qualifications & Experience	20	5	100	5	100	4	80
Technical Approach	30	4	120	5	150	3	90
Project Price	30	5	150	3	90	4	120
Project Timeline	20	4	80	5	100	4	80
TOTAL RAW SCORE		**450**		**440**		**370**	

EVALUATION COMMENTS: **COMMENTS ARE REQUIRED** BACK TO TOP

Browning Chapman	Has Parking Garage Experience having done one in Collier County in 2022 (4 years old) with an Excellent Rating. Proposes a Different Sealant and Membrane (Lymtal Products) whereas the other 2 Bidders are Proposing very similar sealant and membrane products as used in the past. Providing a 5 Year Warranty. Technical Approach was good and addressed all of the City's concerns. Timeline is good. Price is Good.
CFS Roofing	No Specific "Parking Garage" Experience but demonstrated in their approach that they are qualified to do this kind of work. The Technical Approach was good and they specifically addressed the issues the City's concerns in the approach. 5 Year Warranty is notable. Provided Reviews are mostly excellent. Price is high but not necessarily disqualifying. Anticpated Timeline to complete project was good.
Innovative Masonry	Has Parking Garage Experience. The Evaluations provided were good but not excellent for the City of Miami Beach and would like to know more about why this project did not sucessfuly repair water intrusion. The techical approach was lacking in that it did diffentiate between what the City is looking for on each of the parking decks. Price was good. Proposed timeline ran a bit longer than the other 2 bidders. Did not see anything on the warranty but looks like they provded 1 year on past projects.

Evaluation Rating Guidelines	* Highest Score = 5 BACK TO TOP
5 – Exceptional	The submission exceeds expectations, excellent probability of success in achieving all objectives. Very innovative
4 – Good	Very good probability of success. Achieves all objectives in reasonable fashion.
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2 – Poor	Falls short of expectations and has a low probability of success
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SUMMARY:	TOTAL RAW SCORE	1=HIGHEST SCORE
Browning Chapman	450	1
CFS Roofing	440	2
Innovative Masonry	370	3

SIGNATURE OF EVALUATOR:

Samuel Updike

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   c. hold ownership of the company or institution, securities, or other evidences of debt; (d) are currently a student or employee in the department or school submitting a proposal, such as the case.
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Date: 4/14/26 Name SAMUEL D. UNNIKE JR Signature _____

CONTRACTOR **Browning Chapman, LLC**

Back to Evaluation

Ratings: 5=Exceptional; 4= Good; 3=Acceptable; 2=Poor; 1=Not Acceptable

REFERENCE NAME	Collier County	Purdue University of Trustees			
Reference Question:					
Rate the level of commitment of the company to your project. Did the contractor devote the time and personnel necessary to successfully complete your project?	5	5			
Was the project completed on time and within the agreed-upon budget?	5	5			
Were the contractor's on-site personnel (crews and subcontractors) professional, knowledgeable, and respectful of the operational facility's ongoing needs?	5	5			
Did the contractor handle safety protocols and maintain a clean and safe work site?	5	4			
Rate the contractor's success at completing your project according to specifications and warranty standards.	5	5			
Rate the accuracy and completeness of invoicing/application for payment documents. (i.e. waiver of liens, notarized documents, complete documents, accuracy of figures to bid schedule)	5	5			
TOTAL POINTS	**30**	**29**	**0**	**0**	**0**
AVERAGE RATING	**4.916666667**				
Which specific sealant was applied (please list all products used) and did the contractor follow the manufacturer's recommendations and application guides precisely?	BASF Masterseal NP2 and SL2 (urethane sealent)	Urethane sealant by LymTal			
What was the length of the warranty provided for their work and materials, and did you need to utilize it for any post-completion issues?	12 months on labor - MFG warrant for products.	One-year labor - Product warranties			
Did Project include successful location and repair of water intrusion?	Yes	Yes			
Award Contract Again?	Yes	Yes			
COMMENTS: Sent multiple reference requests via email and called two other references but received no other responses.	BC did a fantastic job ensuring workers were present. They dealt with safety of scheduling issues swiftly and additionally when their superintendent identified scope items that needed modified for improvement such as the expansion joint. We ende up with a completed and better product in the end because of their team.	I can only speak for the Indiana Branch. However, I recently awarded Browning Chapman a FY2026 restoration project and have no concerns with BC performing the work based on my past experiences with them.			

Note: If a reference did not complete the survey in the standard manner it will not be included in the "AVERAGE". Procurement will state in comment box to review the hard copy.

CONTRACTOR **CFS Roofing, LLC**

Back to Evaluation

Ratings: 5=Exceptional; 4= Good; 3=Acceptable; 2=Poor; 1=Not Acceptable

REFERENCE NAME	Panther Run Golf Club	Savoy Condominium			
Reference Question:					
Rate the level of commitment of the company to your project. Did the contractor devote the time and personnel necessary to successfully complete your project?	5	5			
Was the project completed on time and within the agreed-upon budget?	4	5			
Were the contractor's on-site personnel (crews and subcontractors) professional, knowledgeable, and respectful of the operational facility's ongoing needs?	5	5			
Did the contractor handle safety protocols and maintain a clean and safe work site?	5	5			
Rate the contractor's success at completing your project according to specifications and warranty standards.	5	5			
Rate the accuracy and completeness of invoicing/application for payment documents. (i.e. waiver of liens, notarized documents, complete documents, accuracy of figures to bid schedule)	5	5			
TOTAL POINTS	**29**	**30**	**0**	**0**	**0**
AVERAGE RATING	**4.916666667**				
Which specific sealant was applied (please list all products used) and did the contractor follow the manufacturer's recommendations and application guides precisely?	Progressive Materials Siclicone Roof Coating	Sika & Tremco			
What was the length of the warranty provided for their work and materials, and did you need to utilize it for any post completion issues?	20 Year Warranty - No need for utilization at this time	10 Years/ 25 years			
Did Project include successful location and repair of water intrusion?	Yes	Yes			
Award Contract Again?	Yes	Yes			
COMMENTS: Sent multiple reference requests via email and called two other references but received no other responses.	CFS did a great job on the roof sealeant at our maintenance facility.	CFS Roofing won bid on the main roof replacement and roof **** services saved us a lot during hurricane claims.			

Note: If a reference did not complete the survey in the standard manner it will not be included in the "AVERAGE". Procurement will state in comment box to review the hard copy.

CONTRACTOR **Innovative Masonry Restoration , LLC**

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Ratings: 5=Exceptional; 4= Good; 3=Acceptable; 2=Poor; 1=Not Acceptable

REFERENCE NAME	City of Miami Beach	City of St Peteersburg	Westin Beach Resort		
Reference Question:					
Rate the level of commitment of the company to your project. Did the contractor devote the time and personnel necessary to successfully complete your project?	4	5	5		
Was the project completed on time and within the agreed-upon budget?	4	5	4		
Were the contractor's on-site personnel (crews and subcontractors) professional, knowledgeable, and respectful of the operational facility's ongoing needs?	4	5	5		
Did the contractor handle safety protocols and maintain a clean and safe work site?	4	5	5		
Rate the contractor's success at completing your project according to specifications and warranty standards.	4	5	5		
Rate the accuracy and completeness of invoicing/application for payment documents. (i.e. waiver of liens, notarized documents, complete documents, accuracy of figures to bid schedule)	4	5	4		
TOTAL POINTS	**16**	**30**	**28**	**0**	**0**
AVERAGE RATING	**4.583333333**				
Which specific sealant was applied (please list all products used) and did the contractor follow the manufacturer's recommendations and application guides precisely?	No Response	MasterEmaco P 124, Master protect 850 CI, Master ADH 327 RS, S 466CI, T 1061EX, Seal 350, Flow 100, Macropoxy 646 fast cure, 920 preprime, mastermacro N425. Yes they followed application guidelines	Don't have that information but our consultant ensured that they installed correctly.		
What was the length of the warranty provided for their work and materials, and did you need to utilize it for any post-completion issues?	1 Year	1 year. Did not use warranty.	Project was recently completed, have not had reason to utilize the warranty.		
Did Project include successful location and repair of water intrusion?	No	Yes	Yes		
Award Contract Again?	Yes	Yes	Yes		
COMMENTS:	No comments	No Comments	No Comments		

Note: If a reference did not complete the survey in the standard manner it will not be included in the "AVERAGE". Procurement will state in comment box to review the hard copy.

PRE-QUALIFICATION CHECKLIST
PERFORMED BY PROCUREMENT

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FIRM: **Browning Chapman, LLC**

PRE-QUALIFIED BY: Julie Rogan-Sutter

Submittal Package	YES	NO	COMMENTS
Submittal Package	x		
Bidder Response From (Rej)	x		
Addenda 1 & 2 Acknowledged (Rej)	x		
Bid Surety (Rej)	x		
Adffidavit of Mandatory Site Visit (Rej)	x		
Summary of Contractors Qualifications (Rej)	x		
Technical Proposal (Rej)	x		
Proposed Price (Rej)	x		
Project Timeline (Rej)	x		
Copies of required license and product Mfg. approval for application. (Nmat)	x		
Any claims/litigation made againts the bidder (Nmat)	x		Refer to Summary of Contractors Qualifications, pg 5.
Qualifications Statement (Not Mat)	x		
City Forms (Not Mat)	x		
Qualifications Statement (Not Mat)	x		
MINIMUM QUALIFICATIONS REQ	**YES**	**NO**	**COMMENTS**
Legal in state of Florida/Bus min 3 years	x		Sunbiz - M18000006107 - Filed 2018
Experience min 3 years	x		

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PRE-QUALIFICATION CHECKLIST
PERFORMED BY PROCUREMENT

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FIRM: **CFS Roofing, LLC**

PRE-QUALIFIED BY: Julie Rogan-Sutter

Submittal Package	YES	NO	COMMENTS
Submittal Package	x		
Bidder Response From (Rej)	x		
Addenda 1 & 2 Acknowledged (Rej)	x		
Bid Surety (Rej)	x		
Adffidavit of Mandatory Site Visit (Rej)	x		
Summary of Contractors Qualifications (Rej)	x		
Technical Proposal (Rej)	x		
Proposed Price (Rej)	x		
Project Timeline (Rej)	x		
Copies of required license and product Mfg. approval for application. (Nmat)		No	
Any claims/litigation made againts the bidder (Nmat)		No	
City Forms (Not Mat)	x		
Qualifications Statement (Not Mat)	x		
MINIMUM QUALIFICATIONS REQ	**YES**	**NO**	**COMMENTS**
Legal in state of Florida/Bus min 3 years	x		Sunbiz - L1900133134 - Filed 2019
Experience min 3 years	x		

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PRE-QUALIFICATION CHECKLIST
PERFORMED BY PROCUREMENT

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FIRM: **Innovative Masonry Restoration, LLC**

PRE-QUALIFIED BY: Julie Rogan-Sutter

Submittal Package	YES	NO	COMMENTS
Submittal Package	x		
Bidder Response From (Rej)	x		
Addenda 1 & 2 Acknowledged (Rej)	x		
Bid Surety (Rej)	x		
Adffidavit of Mandatory Site Visit (Rej)	x		
Summary of Contractors Qualifications (Rej)	x		
Technical Proposal (Rej)	x		
Proposed Price (Rej)	x		
Project Timeline (Rej)	x		
Copies of required license and product Mfg. approval for application. (Nmat)	x		
Any claims/litigation made againts the bidder (Nmat)	x		page 66
Qualifications Statement (Not Mat)	x		
City Forms (Not Mat)	x		
Qualifications Statement (Not Mat)	x		
MINIMUM QUALIFICATIONS REQ	**YES**	**NO**	**COMMENTS**
Legal in state of Florida/Bus min 3 years	x		Sunbiz - M15000001413 - Filed 2015
Experience min 3 years	x		

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AGREEMENT R2025108/SVC-HERALDCTLEAK/0908
BETWEEN CITY AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2026 by and between:

The City of Punta Gorda
326 West Marion Avenue
Punta Gorda, FL 33950
(941) 575-3366

(Hereinafter "**CITY"**) and

Browning Chapman, LLC
2101 Bastian Ct.
Westfield, Indiana 46074
(765) 617-8148

(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 under this Agreement may be the whole or only a part is generally described as follows:

HERALD COURT CENTRE PARKING GARAGE – LOCATE AND REPAIR LEAK POINTS

ARTICLE 2. – CITY STAFF RESPONSIBILITIES

REPRESENTATIVE - The Project has been planned by CITY Staff. Public Works Engineering Manager), or their designee, who is hereinafter referred to as REPRESENTATIVE will assume all duties and responsibilities and will have the rights and authority assigned to REPRESENTATIVE in this Agreement in connection with completion of the Work in accordance with the Agreement Documents.

CONTRACT MANAGER - The Procurement Manager, or their designee, who is hereinafter referred to as CONTRACT MANAGER will assume all duties and responsibilities and will have the rights and authority assigned to ensure contract compliance and management of this Agreement.

CONTRACT ADMINISTRATOR – The Procurement Manager, or their designee, who is hereinafter referred to as CONTRACT ADMINISTRATOR shall receive and/or be copied on all correspondence between the CITY and CONTRACTOR for the project and is responsible for all records retention of Agreement correspondence.

ARTICLE 3. - AGREEMENT TIME

A. The CITY and the CONTRACTOR agree that this Agreement shall be substantially completed within 90 consecutive calendar days and reach final completion within 110 consecutive calendar days upon the formal issuance of a Notice to Proceed. The CONTRACTOR agrees to commence work within 10 consecutive calendar days upon the formal issuance of a Notice to Proceed.

B. The CONTRACTOR shall submit to the CITY REPRESENTATIVE all completed warranty(s) documentation and inspection and maintenance requirements. Final payment will not be release until this requirement is satisfied.

C. CITY reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the ENGINEER may have issued their recommendations. Unless and until the CITY is completely satisfied and accepts all work, neither the final payment nor the retainage shall become due and payable.

ARTICLE 4 - 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 5. – CANCELLATION OF CONTRACT

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

B. TERMINATION FOR CONVENIENCE: The CITY may terminate this Agreement for any reason and without cause by giving thirty (30) calendar days written notice to CONTRACTOR. Upon such termination, CONTRACTOR will be compensated for the value of the services performed and/or commodities delivered to the date of termination.

C. DEFAULT: The CITY will provide to the CONTRACTOR written notification stating the nature of non-conformance and/or failure to perform to this Agreement's terms and conditions. All areas cited for non-conformance and/or failure to comply with this Agreement must be remedied by the CONTRACTOR within a ten (10) calendar day period. If not remedied within the stated timeframe, the CITY shall find the CONTRACTOR in default of this Agreement and invoke the cancellation clause without additional time to cure the non-conformance and/or failure to comply. The CONTRACTOR will be removed from the CITY's supplier/contractor list.

D. DELAYS AND EXCUSED PERFORMANCE/FORCE MAJEURE. CONTRACTOR shall not be considered in default by reason of failure, which arises out of causes reasonably beyond the CONTRACTOR's control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the City's omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargos.

E. CHANGES TO AWARDED PROJECT TEAM/ PERSONNEL. Changes to the originally proposed project team shall be submitted to the CITY in writing. Acceptance of the change shall be the sole discretion of the CITY. In the event the CITY

does not approve the amended project team, the CITY has the option to terminate the contract. The CITY will reimburse the CONTRACTOR for the work completed up to the time of termination.

ARTICLE 6. - AGREEMENT PRICE

A. CITY will pay CONTRACTOR in current funds for the completion of the Work/Service for all items listed on the Price Schedule and in accordance with this Agreement. The total lump sum price is five hundred twenty-seven thousand one-hundred and no/100 ($527,100.00)(Refer to Exhibit A - Price Schedule).

B. CONTINGENCY BUDGET – The CITY is establishing a contingency budget in the amount of seventy-five thousand dollars ($75,000.00). The expenditure of these funds must be for justifiable reasons and approved by the CITY REPRESENTATIVE and DEPARTMENT DIRECTOR in the form of a written Agreement Change Order. The CONTRACTOR shall provide the written change order with detailed cost schedule and scope of work to the CITY REPRESENTATIVE.

ARTICLE 7. – PAYMENT TERMS

A. The payment terms agreed upon by the CITY and CONTRACTOR are NET 30. The method of payment is Electronic Funds Transfer (EFT).

B. The City shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

C. CITY shall retain five percent (5%) of the gross amount of each monthly Invoice or Application for Payment or five percent (5%) of the portion thereof approved by the REPRESENTATIVE for payment, whichever is less. Such sum will be accumulated and not released to CONTRACTOR until final payment is due unless otherwise agreed to by the CITY in accordance with Florida Statute 255.078.

D. PROGRESS PAYMENTS

1. CONTRACTOR must submit a fully executed copy of the City's Application for Payment Form to the REPRESENTATIVE on a monthly basis for work in place for the thirty (30) calendar day period prior to the date of the Application for Payment. The CITY will not compensate for stored materials. REPRESENTATIVE will validate and certify the work in place as stated in the Application for Payment is acceptable and approved for payment. REPRESENTATIVE will submit Applications for Payment for processing.

2. Subsequent to the first Application for Payment, each Application for Payment thereafter shall be accompanied by a Release and Affidavit to Owner (Exhibit B) and a Notarized Waiver and Release of Lien. The CITY will consider the Application for Payment incomplete and will not make payment until and unless the required documentation is furnished by CONTRACTOR.

   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 within the work in place period of the prior Application for Payment. The CITY reserves the right to request the CONTRACTOR to provide the CITY with "Consent of Surety" for any progress payment for bonded projects.

   b. Progress payments to CONTRACTOR shall in no way imply approval or acceptance of CONTRACTOR's work.

E. FINAL PAYMENT.

1. Upon final completion and City's inspection and acceptance of the Work in accordance with this Agreement, CITY shall pay the remainder of this AGREEMENT as recommended by the REPRESENTATIVE upon receipt of the "Consent of Surety Company to Final Payment" form and a completed CONTRACTOR'S AFFIDAVIT TO OWNER (Exhibit B) prior to the release of final payment. The CONTRACTOR and REPRESENTATIVE shall jointly complete the Final Payment Checklist (Exhibit E), submit the executed Certificate of Substantial Completion, materials certification and one (1) signed and sealed set of final "as-built plans" documenting the Contractor's work.

2. PROJECT RECORDS - OPTIONS.

   a. ☐ OPTION 1: Final payment 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.

F. 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 8. – 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. PRODUCTS WARRANTY. Product or material must be warranted against any defects in materials and workmanship. This period of manufacturer's warranty must begin to run at the time the product(s) or material(s) are received, inspected, and accepted by a representative of the CITY. A five (5) year warranty must apply unless otherwise specified in this Agreement.

C. SERVICE WARRANTY. Services and/or work shall be warranted against any defects in workmanship. This period of warranty shall begin to run at the time the completed, inspected, and accepted by a representative of the CITY. A one (1) year warranty shall apply unless otherwise specified in the solicitation package.

GUARANTEE.

1. The CONTRACTOR shall guarantee all work and products to be free of any and all visible water intrusion for a performance period of five (5) years from the date of final acceptance by the CITY.

2. The CONTRACTOR must guarantee all other work performed for a period of one (1) year from the date of final completion of projects and the CITY'S inspection and acceptance of project.

3. 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.

4. 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 9. - CHANGE ORDER TO CONTRACT

A. All requests for changes to the this Agreement will be made in writing and are subject to written acceptance by the appropriate level of CITY authority.

B. The following are the Change Order Authority Levels for the CITY.

1. CITY Representative for non-construction - the City Representative or Project Manager has the authority to approve change order requests in an amount under one thousand ($1,000.00) and may approve requests for Agreement time extensions not to exceed five (5) days. Minor non-monetary changes, which do not result in a change in the Agreement amount, may also be approved by the City Representative or Project Manager.

2. CITY Representative/Project Manager for construction - the construction Project Manager has the authority to approve change order requests in an amount under five thousand ($5,000.00), which shall be subject to availability of funds, and may approve requests for contract time extensions not to exceed five (5) days. Minor non-monetary changes, which do not result in a change in the Agreement amount, may also be approved by the construction Project Manager.

3. 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.

4. City Manager - the City Manager may approve all change orders with the exception of contracts that require the City Council's approval.

5. City Council - the City Council shall approve change orders for Agreement exemption that are reserved for City Council approval (i.e. Franchises, inter-local agreements, land, legal, auditing, actuarial services and medical director).

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

ARTICLE 10. - BONDS: PERFORMANCE/PAYMENT BOND

Performance/Payment Bond must be one hundred percent (100%) of the total value of this Agreement and be in force for the term of this Agreement. If Agreement amount is increased by a change order or Amendment in excess of ten thousand dollars ($10,000.00), the bond must be increased to cover the revised Agreement's value. 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 period must be for a period of no less than one (1) year following the City's acceptance of the final construction project. Bonds must be recorded by the CONTRACTOR, at their cost, at the Charlotte County Clerk of Court's office.

ARTICLE 11. - INSURANCE REQUIREMENTS

The CONTRACTOR, before commencing any work, must provide insurance and furnish the City with a Certificate of Insurance for **themselves and all subcontractors** as follows:

- THE CITY IS TO BE SPECIFICALLY INCLUDED AS AN ADDITIONAL INSURED (WITH REGARDS TO GENERAL LIABILITY). ENDORSEMENT DOCUMENTATION MUST BE PROVIDED.

- A CITY Division, Department or individual name shall NOT appear on the Certificate.
- THE CITY MUST BE NAMED AS CERTIFICATE HOLDER. **PLEASE NOTE THAT THE CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**

City of Punta Gorda
326 W. Marion Avenue
Punta Gorda, Florida 33950

NO OTHER FORMAT WILL BE ACCEPTABLE.

- GENERALLY REQUIRED COVERAGE INCLUDES:
    - COMMERCIAL GENERAL LIABILITY - Not less than $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.
    - Business Auto Policy - Not less than $500,000 Per Occurrence; Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership.
    - Workers Compensation – Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employers' Liability with a minimum of $100,000.00 for each accident.
        - Workers Compensation Exemption Granted by the State of Florida Construction and Non-Construction –CONTRACTOR meeting the State's requirements for Construction or Non-Construction (Non-Construction for Corporations and LLC) exemption must hold a current Exemption Certificate issued by the State of Florida for the term of this Agreement.

Should any of the policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. CONTRACTOR must provide notice to CITY at any time CONTRACTOR becomes aware of any cancellation or material change in the above insurance policies.

ARTICLE 12. – 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.

B. 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 13. – 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 14. - 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.

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 – Browning Chapman, LLC

_____ By: _____
Witness

Address for giving Notices: Print Name: _____
2101 Bastian Ct.
Westfield, IN 46074. Date: _____

CITY OF PUNTA GORDA

_____ By: _____
Witness

Address for giving Notices: Print Name: _____
Procurement Office
326 W. Marion Avenue Date: _____
Punta Gorda, FL 33950

BROWNING CHAPMAN LLC
9359 Laredo Ave
Suite 100
Fort Myers, FL 339105
Phone: (239) 674-6584

March 2, 2026

City of Punta Gorda, Florida
Procurement Division
326 W. Marion Avenue
126 Harvey St, 2ND Floor, Punta Gorda, FL 33950

Project: Solicitation # R2025108 SVC -HERALDCTLEAK /0908

Subject: **Technical Proposal/Proposed Price/Proposed Timeline**

Description of Work:

We propose to provide all necessary labor, materials, and equipment to complete the following:

Scope of Work Includes:

1. **Sealant Repairs at all Levels. (4 -Levels)**
   - **A.** Remove and Replace all Horizontal Double Tee Sealant. (4 -Levels)
     - Includes full removal, Joints edges mechanically cleaned removing existing residue.
     - All exposed weld plates to be mechanically cleaned removing any rust. We include applying zinc rich primer to properly cleaned steel weld plates.
     - Any broken welds will be documented and notified to owner prior to any sealant replacement.
     - Prime joint edges with Lymtal-10 primer.
     - All joints will receive new Backing rod installed at proper depth and Urethane Sealant.
     - Proposed Sealant – Lymtal -880 GB SL Sealant

   - **B.** Remove and Replace Perimeter sealant at Spandrel walls to deck. (4-Levels)
     - Remove all sealant and mechanical prep surface.
     - Prime joint edges and install Urethane Sealant.
     - Proposed Sealant – Lymtal 10-primer and Lymtal -881 NS Sealant.

   - **C.** Crossover Expansion Joints as marked on drawings. (Estimate 72’ L.F. X 2’’)
     - Includes removing existing 2’’ wide at three levels. 3 Crossover Joints 24’ Each Replace with same style joint.
     - Proposed - Lymtal Precom HSL Type 200 designed for high traffic areas.

   - **D.** Double Tee Expansion joints as marked on Drawings. All 4 -Levels - Estimate 900 L.F.
     - Includes removing all existing sealant, mechanically clean joint edges.
     - All weld plates will be properly cleaned and application of Zinc rich primer.
     - Any Welds that are broken will be documented and notified to owner prior to any sealant replacement.
     - Install backing rod at proper depth.
     - Proposed Sealant – Dow 888 Horizontal traffic grade sealant

   - **E.** Misc. Sealant Repairs.
     - Route and seal any cracks exposed after Shotblasting and prior to Sealer application and as detail prior to Membrane application. (Levels 2 and 4)
     - Includes any penetrations, beam ledge joints on all levels.

     Price: $167,700.00

2. **4th Floor Sealer Application. Estimate 41,175 S.F.**
   -Includes Shotblasting surface as prep.
   - Application of Lymtal Sealer -618-100 CRS. (Two applications per technical data)
   Price: $42,000.00

3. **Level- 2 Traffic Membrane (TBM) Estimate 41,135 S.F.**
   -Full Removal of existing membrane by shotblasting and diamond grinding.
   -Includes surface prep at wall termination (Up minimum 4'-inches)
   Proposed TBM System: Lymtal Iso-Flex 760U HVT
   Price: $219,000.00

4. **Floor patching as added per Addendum -250 Partial depth Concrete Repair**
   - All repairs per ICRI standards.
   ***Price*: $20,400.00 (Unit Price - $81.00 per S.F. Add or Deduct dependent on quantities repaired)**

5. **General Conditions- $78,000.00**
   -Traffic Maintenance, Barricades
   -Line Striping
   -Storage Containers, Rental Equipment ETC.
   -Office Personal, Deliveries
   -Bond

Pricing:

Base bid – $527,100.00

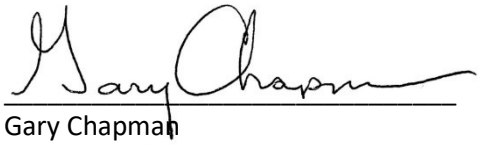
Special Notes:

-**We propose 90 Calendar days for Substantial Completion from the Notice to Proceed**
-We propose an additional 20 Calendar days for Final Completion from substantial completion.
-We Acknowledged Addendums 1 and 2. (Dated 1-20-2026 and 2-20-2026)
-B.C. owns all equipment and will self-perform all work.
-Owner to supply staging area for equipment and supplies.
- B.C Fort Myers office is an estimated 35 minutes from site. Staging some products at our warehouse is not an issue.
- Browning Chapman is a member of ICRI (International Concrete Repair Institute)

Thank you for the opportunity to provide a quotation for this work. Please feel free to contact me at any time if you should have questions or wish for us to proceed.

Yours very truly,

BROWNING CHAPMAN, LLC



Gary Chapman
Senior Estimator
FL License # -CGC 1530130

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

CONSENT OF SURETY FOR PAYMENT

CITY OF PUNTA GORDA
326 West Marion Avenue
Punta Gorda, FL 33950

Date: _____

Re: Consent of Surety
Bond # _____
Contract # _____
Payment Application # _____

Dear Sir or Madam:

_____ (Surety) hereby consents to the payment of the full amount of moneys due to _____, (Prime Contractor), by the City of Punta Gorda, Florida for which the necessary duly executed affidavits/releases of liens have not been provided.

The Consent of Surety is executed in lieu of the appropriated Affidavit and Release of Lien from all Subcontractors/Suppliers which the City's Prime Contractor has not submitted with its payment application. The Surety executes the consent for the full amount, encompassing all work and/or labor performed the provision of all materials, equipment and supplies through the_____ day of _____, 20____, except for any applicable retainage.

_____ (Surety) further acknowledges that payment by the City of Punta Gorda, Florida shall not be construed as a waiver of any of the City's rights under the Payment and Performance Bond; nor a determination by the City as to the merits of any controversy or dispute between the Prime Contractor and a Subcontractor/Supplier.

Sincerely,

_____
Name

_____
Title

_____
Signature of Attorney-In-Fact

Signed, Sealed and Delivered in the presence of:
State of _____
County of _____
On this _____day of_____ 20 ____, before me, a Notary Public, in aforesaid County, personally appeared _____, the _____of _____ who acknowledges that he/she executed the above Consent of Surety on behalf of the Corporation or Entity as its fee act and deed.
Notary Public:_____ My Commission Expires: _____

Note: Documentation must be provided that reflects the Attorney-in Fact's authority to sign for the Surety.

EXHIBIT D: CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No. _____ PROJECT: _____

CONTRACTOR _____

Agreement Dates: Substantial Completion Date: _____

Final Completion Date: _____

This Certificate of Substantial Completion applies to all Work under the Agreement Documents or to the following specified parts thereof:

To _____
OWNER

And
To _____

Substantial Completion is the state in the progress of the Work when the Work (or designated portion) is sufficiently complete in accordance with the Agreement Documents so that the Owner can occupy or utilize the Work for its intended use. The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR AND ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the requirements of the Agreement Documents on:

_____
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Agreement Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ calendar days of the above date of Substantial Completion.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

RESPONSIBILITIES:

OWNER: _____

_____

_____

CONTRACTOR _____

_____

_____

The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of Work not in accordance with the Agreement Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Agreement Documents.

Executed by Engineer on _____, 20_____

_____
Engineer

By:_____
Type Name and Title

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20_____

_____
CONTRACTOR

By: _____
Type Name and Title

OWNER accepts this Certificate of Substantial Completion on _____, 20_____

_____
OWNER

By: _____
Type Name and Title

EXHIBIT E: FINAL PAYMENT CHECKLIST

Agreement: #_____ Date: _____, 20____

Contractor: _____

The following items have been secured for the above Project and have been reviewed and found to comply with the requirements of the Agreement Documents.

Original Agreement Amount: $_____ Final Agreement Amount $_____

Notice to Proceed Date: _____ Start Date: _____

Agreement Substantial Completion Time: _____ calendar days after issuance of Notice to Proceed

Actual Date of Substantial Completion: _____

Agreement Final Completion Time: _____ calendar days after the issuance of a Notice to Proceed

Actual Final Completion Date: _____

YES	NO	DESCRIPTION OF REQUIREMENT
		Certificate of Substantial Completion issued on _____
		Signed/Sealed As-Built drawings received on _____ in both PDF and AutoCAD formats
		All Punch List items completed on _____
		Warranties and Guarantees assigned to Owner (Attach to this form)
		Effective date of one year guarantee from Contractor is: _____
		Two (2) copies of Operation and Maintenance Manuals for equipment and system submitted (List of manuals received attach to this form)
		Owner personnel trained on system and equipment operation
		Certificate of Occupancy Number: _____ issued on _____ (Attach)
		Final Payment Application, Contractor Final Affidavit & Release and Subcontractor/Supplier Final Releases received from Contractor on: _____
		Consent of Surety received on: _____
		Operating Department personnel notified Project is in operating phase.
		ALL project records delivered to Procurement in electronic format (If City is to manage and maintain records)
		All spare part or special tools provided to Owner on: _____(Attach List)
		Other: (describe/list) _____ _____

If any of the above requirements are not applicable, indicate by N/A. If NO is checked for any of the above requirements an explanation shall be attached.

Acknowledgements:

Contractor:_____ Signed:_____
Company Name *Print Name:*

Engineer:_____ Signed:_____
Firm/COPG *Print Name:*

City Representative:_____ Signed:_____
Print Name

Contract Manager:_____ Signed:_____
Print Name

EXHIBIT F: SUBCONTRACTOR LIST

Agreement #_____ Contractor: _____

Initial	Add/Change Date	Subcontractor Name	Add/Change Comment	Certificate of Insurance Submitted	Final Release Submitted

CITY COUNCIL
CITY OF PUNTA GORDA
05/20/2026

REGULAR AGENDA

Title:

Award of Amendment to Carollo Engineers, Inc., of Sarasota, FL, to provide professional services to inspect Hendrickson Dam at the Shell Creek Reservoir.

Funds:

Utilities Construction Fund
Account #: 411-8422-533-6330 Project Code: DAMINS Budget: $90,186
$76,185.00 cost authorization

Recommended Action:

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

Summary:

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

Staff requested a proposal based on the negotiated hourly rates from Carollo Engineers Inc., to perform an inspection and assessment of the Hendrickson Dam and its associated appurtenances located at Shell Creek. Carollo, together with their subconsultant, will inspect the infrastructure of the dam, embankment, spillway, boat lift and raw water intake system.

The total cost of this authorization is $76,185.00. Timeframe to complete the specific authorization is three (3) months from the notice to proceed.

Department/Division:

Procurement

EXHIBITS:

1. Agreement
2. Recommendation for Award

AMENDMENT 33
AGREEMENT #U2018107/ENG-WATERSUPPLY/1620

THIS AMENDMENT DATED _____, 2026, IS TO THE ORIGINAL AGREEMENT *is dated November 20, 2019, by and between:*

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

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

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

*(hereinafter called **CONSULTANT)***

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

ARTICLE 1 – WORK

SPECIFIC AUTHORIZATION B2025178/SA33: Is defined as professional services to perform an inspection and assessment of the Hendrickson Dam and it associated appurtenances located at Shell Creek. The Consultant shall provide all deliverables in accordance with Exhibit A.

ARTICLE 2 - REPRESENTATIVE

SPECIFIC AUTHORIZATION B2025178/SA33: Utilities Engineering Manager, or their designee, who is hereinafter referred to as REPRESENTATIVE, will assume all duties and responsibilities and will have the rights and authority assigned to REPRESENTATIVE in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

1. ***CANCELLATION CLAUSE***

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

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

2. ***SPECIFIC AUTHORIZATION B2025178/SA33:*** *CONSULTANT and the CITY have individually and mutually agreed the Consultant will complete task in accordance with the schedule, and complete the Tasks 1 through 3, within a completion time as defined in Exhibit A.*

ARTICLE 4 - CONTRACT PRICE

1. ***SPECIFIC AUTHORIZATION B2025178/SA33:*** *The total Lump Sum cost for Specific Authorization #33, Tasks 1 through 3 (Exhibit A), in accordance with the current Agreement Rates, is SEVENTY-SIX THOUSAND ONE HUNDRED EIGHTY-FIVE AND NO/100* ***($76,185.00), which is inclusive of all expenses to complete Tasks 1 through 3.***

ARTICLE 5 – PAYMENT TERMS

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

Task	***Task Description and Deliverables***	***Fee (Not to Exceed-NTE or Lump Sum-LS)***	***Task Total***
1	***Document Review*** *Deliverables:* - *Review all available documents, drawings, and report regard the dam*	*LS*	*$ 6,070.00*
2	***Dam Inspection*** *Deliverables:* *2.1 – Field Work LS $53,550.00* *2.2 – Dam Inspection Report LS $10,040.00*	*LS*	*$ 63,590.00*
3	***Management and Coordination*** *Deliverables:* - Coordination of subconsultant, project management communication with the City - Meeting to review results of Inspection Report $2,175.00 per month for 3 months	*LS*	*$ 6,525.00*
EXTENDED TOTAL - TASKS 1 THROUGH 3			***$76,185.00***

ARTICLE 6 - MISCELLANEOUS

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

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

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

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

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

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

Exhibit A

SPECIFIC AUTHORIZATION NO. 33

CAROLLO ENGINEERS
SCOPE OF SERVICES

CITY OF PUNTA GORDA
HENDRICKSON DAM INSPECTION SERVICES

BACKGROUND AND PURPOSE

The City of Punta Gorda (CITY) owns and operates Hendrickson Dam and Shell Creek Reservoir. The reservoir is primarily utilized as a source of raw water and for recreational purposes. The dam was originally constructed in 1965 along a former railroad corridor, oriented north-south between 3 Rivers Road and Washington Loop Road. The dam comprises a cantilever steel sheet pile spillway, sheet pile abutments tied back with deadman anchors, a boat lock and lift adjacent to the south abutment, and roughly 3,000 ft of earthen embankment constructed for the railroad.

The purpose of this Specific Authorization (SA) is to authorize Carollo Engineers, Inc (CONSULTANT), in coordination with Schnabel Engineering, LLC (SUBCONSULTANT), to perform inspection and assessment of the Hendrickson Dam and its associated appurtenances.

SCOPE OF SERVICES

The scope of services to be completed under this SA is summarized below. Additional details regarding the work to be performed are provided in the SUBCONSULTANT scope of services included as Exhibit A.

Task 1 – Document Review

The SUBCONSULTANT will review available documents, drawings, and reports pertaining to the Hendrickson Dam.

Task 2 – Dam Inspection

The SUBCONSULTANT will conduct a comprehensive infrastructure inspection of the dam, covering the embankment, primary spillway, abutments, boat lift, and raw water intake system.

Task 2.1 – Field Work

The SUBCONSULTANT will perform visual assessments of all accessible components, including potential aerial drone photography for above-water features when conditions permit. Additionally, the SUBCONSULTANT will coordinate with licensed and qualified divers to carry

out critical underwater inspections of the spillway and raw water conduits to establish a baseline condition.

Task 2.2 – Dam Inspection Report

The combination of these efforts will culminate with an inspection report, containing observations, conclusions, and recommendations, supported by digital documentation and checklists for future reference.

Deliverables Task 2.2:

- Dam Inspection Report (electronic pdf).

Task 3 – Management and Coordination

CONSULTANT will provide overall project management, including staffing assignments, communication with CITY, coordination of SUBCONSULTANT, budget tracking, schedule control, and invoicing. A meeting will be held to review the results of the Dam Inspection Report.

Additional Services (Subject to Future Authorization)

The following tasks are identified as potential future services and are not included in the current Scope of Services. These tasks are provided for planning and reference purposes only and may be authorized under a subsequent SA at the City's discretion.

Future Task – Survey

The SUBCONSULSTANT will coordinate a comprehensive dam survey. This survey encompasses three primary components. First, a Control Survey will establish two on-site base points with precise horizontal and vertical coordinates, utilizing the North American Datum of 1983 and the North American Vertical Datum of 1988, respectively. Second, a Topographic/Locative Survey will detail the location, elevation, and dimensions of key structures such as the spillway, abutments, and boat lift, as well as permanent site improvements, visible above-ground utilities, waterline elevations, and significant trees, generating one-foot contour intervals. Finally, a Bathymetric Survey will involve taking soundings on grids at specified distances from both the upstream and downstream faces of the dam, producing one-foot topographic contours that will effectively tie together the surface and subsurface datums.

This task is identified as a potential future service and is included for reference for a subsequent SA, subject to City determination.

Deliverables:

- Bathymetric Survey (electronic pdf).
- Topographic/Locative Survey (electronic pdf).
- Control Survey (electronic pdf).

Future Task – Reservoir Stage and Spillway Discharge Frequency Analysis

The SUBCONULSTANT will perform a hydrologic frequency analysis for Hendrickson Dam to establish the likelihood of various reservoir water levels occurring over return periods up to 1,000 years. This project aims to clarify the probability of the dam's earthen embankment being overtopped and the subsequent flooding of nearby facilities. The methodology will involve statistical review of flow and stage information from USGS Stream Gauge 02298202, located at the dam, and other gauges in the Shell Creek watershed, following USGS Bulletin 17C guidelines. This primary gauge provides 56 years of continuous and daily average data on reservoir stage and spillway discharge, specifically from 1965 to 2024, with a break from 1988 to 1993.

This task is identified as a potential future service and is included for reference for a subsequent SA, subject to City determination.

Deliverables:

- Reservoir Stage and Spillway Discharge Frequency Analysis Report (electronic pdf).

Future Task – Geotechnical Investigation of the Dam Embankments

The SUBCONSULTANT will coordinate a geotechnical investigation to gather soil samples from dam embankments. The collected samples will undergo laboratory testing to ascertain their engineering properties, providing critical data on the subsurface conditions of the existing embankment and augmenting previous 2009 findings. The scope of work involves up to five soil borings to a depth of 40 feet, estimated to take two days, with precise GPS-based location mapping. Before drilling, subsurface utilities will be located to prevent interference, and all boreholes will be properly backfilled.

This task is identified as a potential future service and is included for reference for a subsequent SA, subject to City determination.

Deliverables:

- Geotechnical Data Report with Soil Boring Results (electronic pdf).

BUDGET AND PAYMENT

The method of payment for this project is lump sum for Tasks 1, 2, and 3 for a not-to-exceed amount of $76,185.00. Exhibit B provides a breakdown of the fee by task and personnel, and Exhibit A contains the SUBCONSULTANT’s proposal.

The CITY shall pay CONSULTANT in monthly installments based upon monthly invoices submitted by CONSULTANT for services incurred.

SCHEDULE

This SA #33 will be delivered over a period of 3 months.

ASSUMPTIONS AND CITY RESPONSIBILITIES

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

- The CONSULTANT shall be entitled to rely upon the accuracy of the data and information supplied by the CITY without independent review or evaluation.
- The CITY shall attend all meetings to maintain the progress of the project according to the schedule.
- The CITY will accompany SUBCONSULTANT during the inspections and related work, as necessary.
- The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Scope of Work shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Scope of Work or the performance of the CONSULTANT's services hereunder.
- In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that the CITY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates.
- As delineated in Article 13, B of the Agreement, the CONSULTANT's liability hereunder is limited to the dollar amount of this Specific Authorization. This limitation also applies under this Specific Authorization to claims arising under the Indemnity paragraph in Article 13, A of the Agreement.

Schnabel ENGINEERING
T 770.781.8008 / F 770.781.8003
6445 Shiloh Road, Suite A / Alpharetta, GA 30005 schnabel-eng.com

April 3, 2026
Revised April 20, 2026
Revised May 5, 2026

Nicole Cohen, PE
Carollo Engineers
301 North Cattlemen Road, Suite 302
Sarasota, FL 34232

Subject: **Proposal for the 2026 Inspection of Hendrickson Dam, Punta Gorda, Florida (Schnabel Reference 26420002.00P)**

Dear Ms. Cohen,

SCHNABEL ENGINEERING, LLC (Schnabel) is pleased to present this proposal for performing dam engineering services for Hendrickson Dam located in Punta Gorda, Florida. This proposal presents our understanding of the project background, outlines our scope of services, and specifies the fees for our work.

PROJECT BACKGROUND

The city of Punta Gorda (City) owns and operates Hendrickson Dam and Shell Creek Reservoir. The lake is primarily utilized as a source of raw water and for recreational purposes. The dam was originally constructed in 1965 along a former railroad corridor, oriented north-south between 3 Rivers Road and Washington Loop Road. The dam comprises a cantilever steel sheet pile spillway, sheet pile abutments tied back with deadman anchors, a boat lock and lift adjacent to the south abutment, and roughly 3,000 ft of earthen embankment constructed for the railroad.

Shell Creek flows east to west and flows into the Peace River approximately 3.5 miles west of the dam. The raw water intake is located on the south abutment, adjacent to (east/upstream) the boat lock, and raw water is transported from the intake to the pump house through two buried 30-inch diameter pipes. The raw water is then transported from the pump house to the Punta Gorda Water Treatment Facility at 38100 Washington Loop Road through one 16-inch diameter pipe and one 20-inch diameter pipe. The 16-inch diameter pipe appears to have been installed during the original construction of the facility. The 20-inch diameter pipe was subsequently added.

In 1970, Hendrickson Dam experienced significant scour to depths up to 30 ft along roughly 400 ft of the 500-ft-long spillway. This resulted in bowing of the spillway and a washout and deadman anchor failures at the north abutment wall. The abutment wall was repaired and rock was placed downstream of the spillway for stabilization. City staff monitored the dam for deflection.

In 2009, a second row of sheet pile was constructed upstream of the original sheet pile. The second row of sheet pile has a crest elevation of 3.86 ft (NAVD88). The original sheet pile were lowered by several feet to EL -0.40. A concrete slab was constructed to connect the two rows of sheet pile that included energy dissipation measures. The abutments and boat lock walls were also reconstructed in-kind and offset from the original walls. We understand that no inspections of the dam have occurred since its reconstruction.

We obtained the project background from excerpts of History and Institutional Knowledge of the City of Punta Gorda Utility Systems by Wilson M. “Water Bill” Harper published December 8, 2011, Hendrickson Dam Phase 2 Spillway Replacement Contract Plans dated February 10, 2010, and our communication with you.

OBJECTIVE AND SCOPE OF SERVICES

The objective of our services is to support Carollo in performing an inspection and assessment of the Hendrickson Dam and associated appurtenances. These services will be performed under the supervision of an experienced Professional Engineer licensed in the State of Florida. Our proposed scope of services includes:

Task 1 – Document Review

Schnabel will review available data provided by Carollo and the City. We anticipate review of the following documents:

- Historic record drawings of the dam
- Repair and modification history and records for the dam
- Previous inspections reports
- Final Basis of Design Report (BODR) by Stanley Consultants
- Operation and maintenance protocols and records

Task 2 – Dam Inspection

Schnabel will perform a visual inspection of the exposed portions of the embankment, primary spillway, abutments, boat lift, and raw water intake system. Schnabel’s inspection team will include our lead engineer, a structural engineer, and a senior engineer. Our team will prepare a checklist to use during the inspection and will take digital photographs of key features to document the condition of the dam and appurtenances. We will develop an inspection report presenting the results of our file review, observations from the inspection, and associated conclusions and recommendations. The inspection checklist and digital photograph log will be included as appendices to the report.

We have assumed that the City will provide access to the site. A discussion of the various focus areas for the inspection is included below.

Visual Inspection of the Dam Embankment and Abutments

Our inspection team will observe the condition of the exposed portions of the embankment and abutment contacts, including the crest, upstream and downstream slopes, and the downstream toe. We will observe and document the condition of any slope protection, and the asphalt pavement along the crest road. We will observe the vegetative cover on the downstream slope and document items such as erosion, sloughing, cracking, animal burrows, and wet areas or seepage. Similar observations of the downstream toe will be performed.

Visual Inspection of the Spillway System

A visual inspection of exposed portions of the dam's primary spillway will be performed, which includes the sheet pile spillway and cap, spillway vacuum relief brackets, abutment walls and concrete cap with tie rod connections, sheet pile veneer, boat lock walls and boatlift, timber pile and fender system at the intake, stilling basin concrete slab and baffle block. The downstream walls will be visually inspected by wading along the wall, pending acceptable conditions, or using a paddle boat.

The inspection of the boat lift will be performed from the lock, the concrete sheet pile caps, and the service bridge; a hands-on boat lift inspection will not be performed. We will observe the condition of the structural framing, coatings, anchorage, and lifting components, to the extent possible.

Visual Inspection of the Raw Water Intake

A visual inspection of the exposed portions of the raw water intake and appurtenances will be performed. This portion of the inspection will focus on components of the raw water intake, including the pump house, that would have a bearing on dam safety aspects of the project, and is not intended to provide an operational assessment or evaluation in regards to functionality of the components for providing raw water to the plant.

Aerial Inspection

Pending acceptable conditions during the inspection, we will supplement our visual inspection of above water features by collecting additional photos using a small unmanned aerial system (sUAS or drone), remotely piloted by one of Schnabel's inspection team members who has a Federal Aviation Administration sUAS Remote Pilot Certificate. We have assumed the aerial inspection would be performed while the inspection team is onsite for the inspection, so there is no additional cost for the aerial inspection.

Underwater Inspection of the Spillway System

An underwater inspection of the spillway and abutment walls will be performed under our inspection team's observation by our qualified diving subcontractor, Ballard Marine Construction (Ballard). We understand that an underwater inspection of the dam has not occurred since it was reconstructed in 2010. The underwater inspection will serve as the baseline condition moving forward. The underwater inspection will be performed by a four-man dive team. The underwater inspection includes documentation of the upstream face of the walls and cleaning the wall and measuring sheet pile thickness at up to 8 locations.

We have assumed this work will take two days. A representative from Schnabel will be on-site throughout the dive inspection, including cleaning. We have assumed the dive inspection will occur during the same mobilization as the visual inspection previously described.

Underwater Inspection of Raw Water Conduit

An underwater inspection of the two (2) 30-inch diameter raw water conduit will be performed by Ballard using a remote operated vehicle (ROV) under our team's observation at the time of the spillway inspection. We understand the conduit condition is unknown and recommend that the condition of the portion of the conduit through the dam and between the intake chambers be evaluated. The inspection will focus on observing conditions at the joints, intake screen, and general pipe condition.

We assume the City will remove the intake screen prior to inspection and replace the screen after the inspection is complete. This inspection can be completed within one day pending acceptable conditions.

Task 3 – Management and Coordination

Schnabel will provide management of subcontractors and coordination with Carollo and the City throughout the duration of the scope of services outlined above. We have budgeted for one (1) virtual meetings one (1) hour in duration with one (1) hour of prep, each, for two staff. We have also budgeted four (4) hours of ad-hoc phone calls for program management and coordination with Carollo or the City as needed.

Optional Future Task – Survey

A survey of the dam will be performed by a qualified subcontractor. We understand that a survey has not been performed since the dam was reconstructed in 2010. This survey can be used to compare with the survey dated March 31, 2009 by Cooner and Associates that was performed prior to the 2010 rehabilitation project and included in the plans provided by Carollo. We have assumed Schnabel personnel will not need to be on-site for the survey. A summary of the focus areas for the survey are provided below.

Control Survey

The surveyor will establish two (2) on-site survey control points to serve as base points for the survey and provide coordinates (northing, easting, and elevation) on the topographic survey. Horizontal survey data will be surveyed relative to the North American Datum of 1983. Vertical survey data with be surveyed relative to the North American Vertical Datum of 1988 (NAVD 1988). Survey control points/benchmarks will consist of a 1/2-inch iron rod with yellow plastic cap.

Topographic/Locative Survey

The survey will provide location, elevation and dimensions of spillway, abutment, and boat lift structures; as well as location of permanent improvements on, and immediately adjacent to, the site (fences, gates and tree lines). Spot elevations will be collected on a maximum 25-foot grid, or break in grade, for hard surfaces and maximum 50-foot grid, or break in grade, for natural ground. Topographic contours will be provided on a one (1) foot interval. Limits of the topographic/locative survey are provided in the attached figure.

Visible above-ground utilities and appurtenances will be located. Flowline elevations on wastewater manholes, storm drainage manholes and inlets will be collected. We will also locate the waterline elevation along the upstream and downstream slopes, and the perimeter of heavily forested areas.

Bathymetric Survey

Soundings will be taken on an approximate 25-foot grid to a distance of approximately 50 feet from the upstream face of the dam. Soundings will be taken on an approximate 10-foot grid to a distance of approximately 50 feet from the downstream face of the dam. Topographic contours will be provided on a one (1) foot interval, and the surface and subsurface datums will be tied together.

Optional Future Task – Reservoir Stage and Spillway Discharge Frequency Analysis

Schnabel will develop a reservoir stage-frequency relationship for Hendrickson Dam for return periods of 2 to 1,000 years. This will provide an understanding of the frequency and probability for overtopping the earthen embankment and flooding of other facilities around the reservoir. The reservoir stage and spillway discharge frequency analysis will consist of a statistical review of flow and stage data at USGS Stream Gage 02298202 and other USGS gages in and adjacent to the Shell Creek watershed using methodologies specified in the USGS Bulletin 17C, Guidelines for Determining Flood Flow Frequency.

USGS Stream Gage 02298202 is located at the dam and collects continuous and daily average reservoir stage and spillway discharge data. Daily average and peak annual data are available with a period of record of 56 years between 1965 and 2024 (no data is available for years 1988 through 1993). The gage stage data will be referenced to the spillway elevation and survey data.

If this optional task is authorized concurrently with Task 2 (Dam Inspection), the results will be incorporated with the inspection report.

Optional Future Task – Geotechnical Investigation of the Dam Embankments

Schnabel will subcontract a qualified drilling firm to perform soil test borings under our observation at select locations within the north and south dam embankments. Soil samples will be collected and transported to a geotechnical testing laboratory to evaluate the engineering properties. This information will be used to evaluate subsurface conditions of the existing embankment originally built for the former railroad, and to supplement the subsurface data collected in 2009 for the reconstruction of the spillway and abutments. A geotechnical data report will be provided to summarize the results of the investigation, which can be used to support engineering analysis in the future.

We envision the field investigation will consist of up to five (5) soil borings to depths of 40 ft. We estimate that the drilling will take two (2) days. Boring locations will be determined using a sub-meter GPS unit and field measurements. We will use the results of the survey to determine elevations at the boring locations.

Prior to drilling, Schnabel will have a qualified subcontractor locate subsurface utilities under our observation and offset the borings as needed to avoid buried utilities. Borings will be backfilled with grout to the ground surface. If we drill through asphalt, it will be replaced with cold-patch asphalt at a thickness matching the existing asphalt.

Schnabel will use the results of the dam inspection to tailor the investigation to target areas of interest identified in the inspection. After task authorization, we will develop a detailed investigation plan for review by Carollo and the City.

EXCLUSIONS

Services not specifically identified above are not included in the scope of services under this proposal. The following services are not included in the scope of services, but can be provided for future tasks:

- Inspections requiring special access, including climbing, repelling, and confined entry
- Engineering calculations

- Design Phase Services
- Permits for geotechnical investigation, if needed
- Surveying of the boring locations
- Bid Phase Services
- Construction Phase Services

COMPENSATION

The lump sum fee for the above scope of services is summarized below by task.

Task	**Lump Sum Fee**
1. Document Review	$ 5,000
2. Dam Inspection	$ 59,000
2A. Field Work	*$ 51,000*
2B. Reporting	*$ 8,000*
3. Management and Coordination	$ 2,500
Total	$ 66,500

Our invoices will be submitted monthly or at intervals when considerable time charges have accrued, with a final invoice submitted after completion of the services outlined herein. Payment will be in accordance with the terms of our subconsultant agreement with Carollo.

AUTHORIZATION

To formalize our agreement, we understand that Carollo will issue a Task Order that includes a copy of this proposal with authorized optional services identified. This proposal is valid for 30 days from the date shown. Additional scope, including the optional future tasks detailed above, will be authorized under a separate task order as needed.

We appreciate the opportunity to present this proposal and look forward to supporting you on this project.

Sincerely,

SCHNABEL ENGINEERING, LLC

Joshua M. Jenkins, PE
Associate

James R. Crowder, PE
Principal

JMJ:JRC

Attachments: Site map with survey limits

500 0 500 1,000 ft

N

Spot elevations along old rail embankment

Topographic/Locative Survey, Scope Item B

Bathymetric Survey Areas, Scope Item C

50 ft

50 ft

Legend

- - - 5-ft Contours (Charlotte County 2018 Data)

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community
Esri, HERE, Garmin, (c) OpenStreetMap contributors

Schnabel ENGINEERING

HENDRICKSON DAM
2026 INSPECTION
PUNTA GORDA, FLORIDA

Figure Name:	Done:	Figure Number:
SITE LOCATION PLAN	J. BAUGH	1
Project Number:	**Reviewed:**	**Date:**
26420002.00P	J. JENKINS	APRIL 2026

O:\Tampa\2026\26420002.000 Hendrickson Dam Inspection\03-SE Products\07-GIS\26420002.qgz, 2026-04-13

EXHIBIT B
FEE ESTIMATE

City of Punta Gorda
SA #33 HENDRICKSON DAM INSPECTION

		Labor Hours and Costs							
		Principal	Senior Engineer			Subconsultant	Subconsultant Markup (5%)	Task Total	Compensation Terms
Task No.	Task Description	Baumberger	Cohen	Total Hours	Labor Cost				
					($)	($)	($)	($)	
		$240.00	$205.00						
1	**Document Review**		4	4	$820.00	$5,000.00	$250.00	$6,070.00	Lump Sum
2	**Dam Inspection**			8	$1,640.00	$59,000.00	$2,950.00	$63,590.00	Lump Sum
2.1	*Field Work*			*0*	*$0.00*	*$51,000.00*	*$2,550.00*	*$53,550.00*	*Lump Sum*
2.2	*Dam Inspection Report*		*8*	*8*	*$1,640.00*	*$8,000.00*	*$400.00*	*$10,040.00*	*Lump Sum*
3	**Management and Coordination**	6	12	18	$3,900.00	$2,500.00	$125.00	$6,525.00	Monthly Lump Sum of $2,175.00 for 3 months
	TOTAL	6	24	30	$6,360.00	$66,500.00	$3,325.00	$76,185.00	

Punta Gorda
FLORIDA

INTEROFFICE MEMORANDUM

To: **Tom Spencer, Kristin Simeone and Melissa Reichert**
From: Anne Heinen, Procurement Manager
Date: May 6, 2026
Subject: Recommendation for Award – B2025178/SA33 – Dam Inspection
Master Agreement U2018107/ENG-WATERSUP/1920

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

Staff requested a proposal based on the negotiated hourly rates from Carollo Engineers Inc., to provide professional services for inspection and assessment of the Hendrickson Dam and its associated appurtenances. The total not-to-exceed cost of the authorization is $76,185.00. The work will be completed over a period of three (3) months.

Funding: Account # 41184225336330 Project Code # DAMINS
☑ Funds available ☐ Funds not available/transfer required ☐ Funds not available/to be appropriated

In accordance with the Agreement, the cost of this project is within the City Council's authority to award. Procurement is seeking your approval to prepare an agenda item to submit to City Council for award.

_____ Concur ✓ Non-Concurrence _____ Date 5/7/26
Tom Spencer, Utilities Director

Kristin Simeone Digitally signed by Kristin Simeone Date: 2026.05.07 12:02:43 -04'00' Concur ✓ Non-Concurrence _____ Date _____
Kristin Simeone, Finance Director

Melissa Reichert Concur X Non-Concurrence _____ Date May 7, 2026
Melissa Reichert, City Manager

CITY COUNCIL
CITY OF PUNTA GORDA
05/20/2026

REGULAR AGENDA

Title:	Local Agency Program Agreement for Alligator Creek Multi-use Trail Bridge - Design and Engineering
Funds:	Not applicable.
Recommended Action:	Denial of the Local Agency Program Agreement with the Florida Department of Transportation.
Summary:	Staff recommends denial of the Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) due to the delegation of maintenance responsibilities for the proposed improvements to the City. Urban Design staff discussed the maintenance provisions with FDOT and MPO staff, and were advised by FDOT staff that this language is standard for LAP agreements. Although this agreement is limited to the design phase, similar maintenance provisions may be included in a future construction-phase LAP agreement.
Department/Division:	Urban Design / City Manager

EXHIBITS:

1. Local Agency Program Agreement

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

LOCAL AGENCY PROGRAM AGREEMENT

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

County No:01 Contract No:

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

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

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

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

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

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

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

4. **Project Cost:**

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

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

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

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

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

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

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

5. Requisitions and Payments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Department Payment Obligations:

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

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

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

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

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

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

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

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

7. General Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Audit Reports:

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

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

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

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

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

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

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

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

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

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

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

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

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

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9. Termination or Suspension of Project:

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

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

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

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

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delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The

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Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

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☐ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

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i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E", "F" and "H"** are attached to and incorporated into this Agreement.

b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

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c. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

h. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

i. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

j. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT City of Punta Gorda

By: _____
Name:
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

Legal Review:

DS
DC

_____

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 446339-1/2-38/34-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

City of Punta Goda (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☒ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.022

PROJECT DESCRIPTION: The design of a bicycle and pedestrian rated bridge on US 41 (SR 45) over the south fork of Alligator Creek.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Design to be completed by December 31, 2028

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

All work to be conducted outside of the Department Right-of-Way shall adhere to:
1) The current Florida Greenbook standards, as amended
2) At a minimum follow the LAP Specifications

All work to be conducted within the Department Right-of-Way shall adhere to the following:
1) The FDOT most current standard specification for road and bridge construction, and

2) The FDOT most current roadway and traffic design standard and design criteria from the PPM, or other FDOT Adopted criteria.

For all projects the following will apply:
1) Section 287.055, F.S. "Consultants Competitive Negotiation Act," when acquiring a consultant utilizing federal funds
2) FDOT "Project Development and Environmental Manual"
3) The Local Agency Program Manual

The Agency will be responsible for acquiring all required and applicable permits for the project for review and approval prior to construction.

For LAP projects that are on-system, the Agency will be responsible for providing the 30%, 60%, 90%, and 100% (final) plans submittals. Plan submittals, FDOT specification package, and signed and sealed Engineer's Estimate must be received with each submittal from the agency and must be reviewed and approved.

For LAP projects that are off-system, the Agency will be responsible for providing the 60%, 90%, and 100% (final) plans submittals along with a signed Engineer's Estimate is needed.

Without the FDOT's review and approval of these documents the project funding, LAP agreement, and NTP will be ineligible to be authorized, encumbered, and fully executed. All items must be reviewed, approved with the LAP agreement fully executed and executed Notice to Proceed issues by the Department prior to any construction related activities, including project advertisement.

The Department shall reimburse the Agency, subject to funds availability, in the year programmed, which is currently in Fiscal Year 2025 for Construction services.

Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
City of Punta Gorda 326 West Marion Avenue Punta Gorda, FL 33950	446339-1/2-38/34-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: 2026 (ACSL)	$ 505,983.00	$ _____	$ _____	$ 505,983.00
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 505,983.00	$ 0.00	$ 0.00	$ 505,983.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Design-34)				
FY: 2026 (GRTR)	$ 265,954.00	$ _____	$ 265,954.00	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 265,954.00	$ 0.00	$ 265,954.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 771,937.00	$ 0.00	$ 265,954.00	$ 505,983.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Kelly Kautz
District Grant Manager Name

Kelly L. Kautz

Digitally signed by: Kelly L. Kautz
DN: CN = Kelly L. Kautz email = kelly.kautz@dot.state.fl.us
C = US O = Local Programs OU = Program Management
Date: 2026.03.02 09:58:39 -05'00'

Signature Date

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EXHIBIT C

TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

ALN No.:	20.205
ALN Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
ALN Program Site:	**https://sam.gov/fal/a122e57ebdd94c6b95d87450afeda1aa/view**
Award Amount:	**$505,983.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

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EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

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EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).

2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.

3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.

4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.

5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).

6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

EXHIBIT I

STATE FUNDS ADDENDUM

RECITALS

1. The terms and provisions of this Addendum are incorporated in and made part of the Local Agency Program Agreement ("LAP") executed by the parties simultaneously with this Addendum.

2. This Addendum shall be merged into and made part of the LAP and both documents shall be collectively referred to as the "Agreement".

3. The primary funding source for the Project, as defined by the LAP, is derived from funds legislatively granted pursuant to Section 339.12, Florida Statutes.

4. The Department will also be funding a portion of the Project via monies distributed by the indicated program(s):

☐ County Incentive Grant Program (CIGP), Section 339.2817 F.S., ALN 55.008

☐ Small County Outreach Program (SCOP), Section 339.2818 F.S., ALN 55.009

☐ Small County Road Assistance Program (SCRAP), Section 339.2816 F.S., ALN 55.016

☐ Transportation Regional Incentive Program (TRIP), Section 339.2819 F.S., ALN 55.026

☒ Florida Shared-Use Nonmotorized (Sun) Trail Network Program), 55.038

5. The distribution of funds is more specifically shown in Exhibit "B" of this Agreement.

6. The state resources awarded are subject to the Florida Single Audit Act, as indicated below.

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

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "J" to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

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

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

H. All other terms and conditions of the Agreement shall remain unchanged unless otherwise stated in this Addendum.

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and ALN Number:

☐ County Incentive Grant Program (CIGP), (ALN 55.008)
☐ Small County Outreach Program (SCOP), (ALN 55.009)
☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
☒ Florida Shared-Use Nonmotorized (Sun) Trail Network Program, 55.038

***Award Amount:** $265,964.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

CITY COUNCIL
CITY OF PUNTA GORDA
05/20/2026

REGULAR AGENDA

Title:	Golf Cart Discussions
Funds:	Not applicable.
Recommended Action:	Direction to staff.
Summary:	Regulations for golf carts/low-speed vehicles from Florida Statutes and North Port's golf cart ordinance are available for consideration of whether to implement similar allowances in appropriate areas of the City.
Department/Division:	Urban Design

EXHIBITS:

1. Presentation



Golf Carts In The City

Punta Gorda

City Council
May 20, 2026
Urban Design Department

Florida Statutes

- F.S. 316.2122 – Operation of a low-speed vehicle, mini truck, or low-speed autonomous delivery vehicle on certain roadways.
- (a) May only operate on streets posted 35 mph or lower
- (b) lists equipment requirements
- (c) must be registered & insured
- (d) must have driver license
- F.S. 316.2122(3) A county or municipality may prohibit the operation of low-speed vehicles or mini trucks on any road under its jurisdiction if the governing body of the county or municipality determines that such prohibition is necessary in the interest of safety.

Punta Gorda

The 2025 Florida Statutes

Title XXIII MOTOR VEHICLES | Chapter 316 STATE UNIFORM TRAFFIC CONTROL | View Entire Chapter

316.2122 Operation of a low-speed vehicle, mini truck, or low-speed autonomous delivery vehicle on certain roadways.—

(1) The operation of a low-speed vehicle as defined in s. 320.01 or a mini truck as defined in s. 320.01 on any road is authorized with the following restrictions:

(a) A low-speed vehicle or mini truck may be operated only on streets where the posted speed limit is 35 miles per hour or less. This does not prohibit a low-speed vehicle or mini truck from crossing a road or street at an intersection where the road or street has a posted speed limit of more than 35 miles per hour.

(b) A low-speed vehicle must be equipped with headlamps, stop lamps, turn signal lamps, taillamps, reflex reflectors, parking brakes, rearview mirrors, windshields, seat belts, and vehicle identification numbers.

(c) A low-speed vehicle or mini truck must be registered and insured in accordance with s. 320.02 and titled pursuant to chapter 319.

(d) Any person operating a low-speed vehicle or mini truck must have in his or her possession a valid driver license.

(2) The operation of a low-speed autonomous delivery vehicle on any road is authorized with the following restrictions:

(a) A low-speed autonomous delivery vehicle may operate only on streets or roads where the posted speed limit is 35 miles per hour or less. This paragraph does not prohibit a low-speed autonomous delivery vehicle from crossing a road or street at an intersection where the road or street has a posted speed limit of more than 35 miles per hour.

(b) A low-speed autonomous delivery vehicle may operate on a street or road with a posted speed limit of more than 35 miles per hour, but no more than 45 miles per hour, if:

1. The low-speed autonomous delivery vehicle travels no more than 1 continuous mile on such a street or road, except that the vehicle may travel in excess of 1 continuous mile if authorized by the entity with jurisdiction over the street or road;

2. The low-speed autonomous delivery vehicle operates exclusively in the right lane, other than for the purpose of completing a turn; and

3. On a two-lane street or road where overtaking and passing another vehicle is unsafe because of traffic moving in the opposite direction or because of other unsafe conditions, and five or more vehicles are formed in a line behind the autonomous delivery vehicle, the low-speed autonomous delivery vehicle exits the roadway wherever a sufficient area for a safe turn-out exists, to permit the vehicles following to proceed.

(c) A low-speed autonomous delivery vehicle must be equipped with headlamps, stop lamps, turn signal lamps, taillamps, reflex reflectors, and vehicle identification numbers.

(d) Federal regulations adopted by the National Highway Traffic Safety Administration shall

North Port's Guidelines



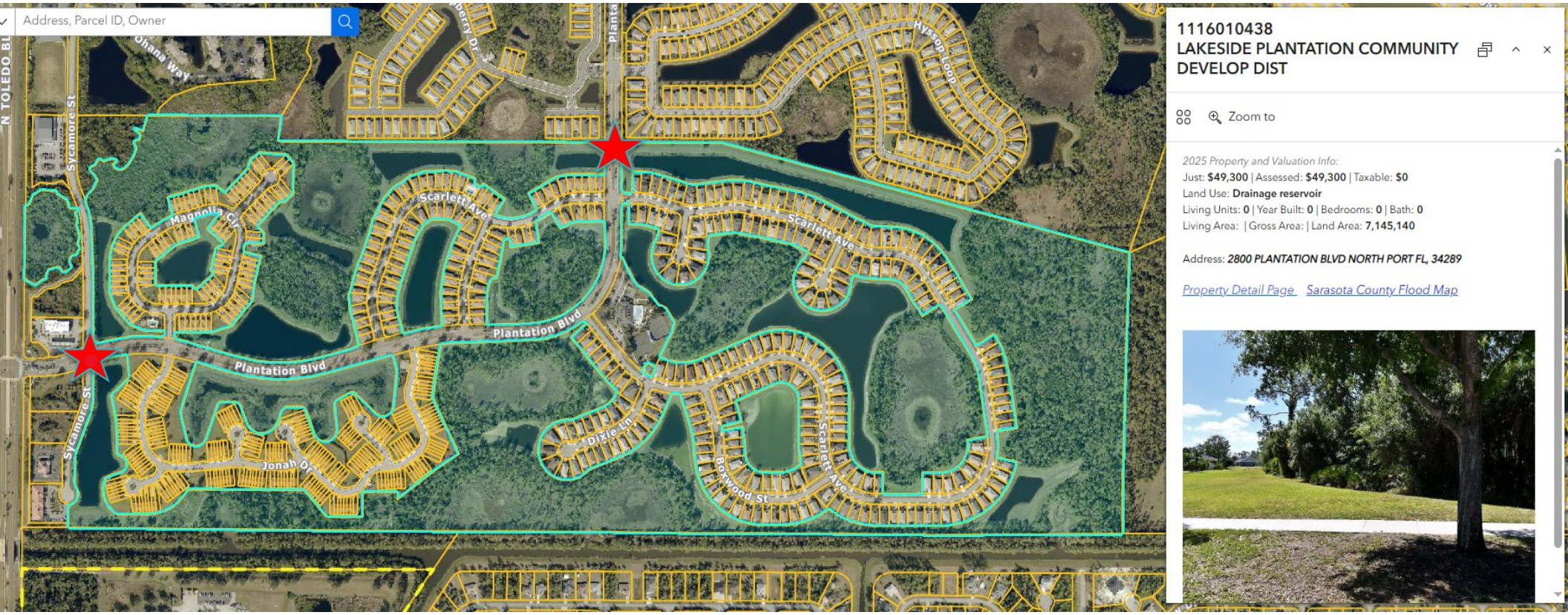
- The operation of a golf cart is only authorized on designated city roadways where appropriate signage is posted in compliance with F.S. § 316.212(1).
- City Commission designated the following roadways:
  - All roads in Holiday Park Recreational District
  - All roads in Lakeside Plantation Community Development District
  - Plantation Boulevard

Punta Gorda

North Port Locations



North Port Locations





North Port Locations

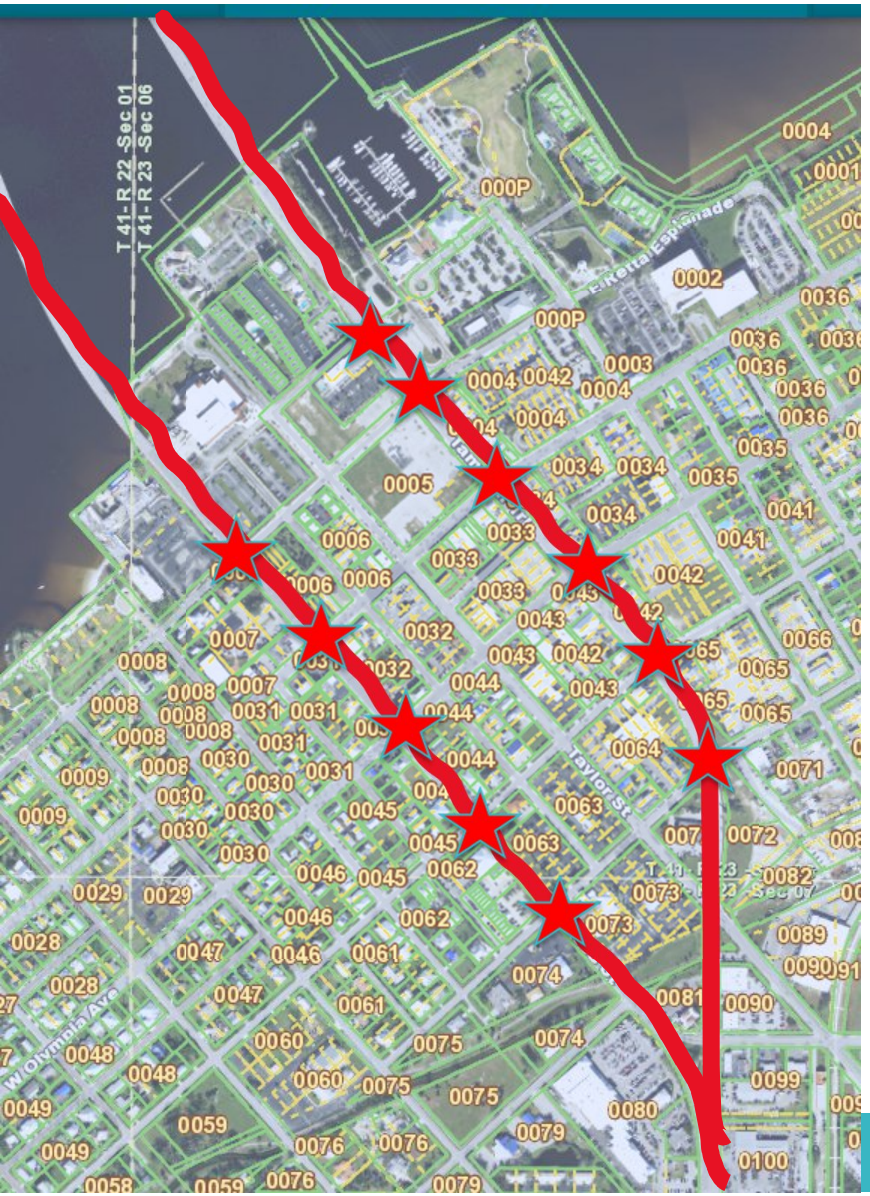
Plantation Boulevard

Punta Gorda

What Similar Areas Do We Have?



Punta Gorda



Downtown

Punta Gorda



Burnt Store Isles

Punta Gorda



Burnt Store Meadows

Punta Gorda

Staff's Direction?

Punta Gorda

CITY COUNCIL
CITY OF PUNTA GORDA
05/20/2026

REGULAR AGENDA

Title: Project Updates

Funds:

Recommended Action: Informational Purposes Only

Summary: Updates will be provided to Council focusing on key city projects.

Department/Division: Urban Design / City Manager

EXHIBITS:

1. Public Works Project Log - May
2. Utilities Project Log - May
3. Capital Improvements Program Project Updates - May

Public Works Master Project Log

Priority Schedule
1 - [Highest] Critical, immediate action required
2 - [High] Important, but can wait a short period
3 - [Medium] Moderate, can be scheduled for near future
4 - [Low] Can be deferred and completed when time allows
5 - [Lowest] Little to no impact if not completed

Percentage of Completion
5% - Job folder created
10% - Beginning exploratory investigation SOW, SOV in progress
25% - Completion & submittal of requisition package [SOW, SOV, exhibits, etc]
35% - Review of draft documents from procurement in progress
45% - Bid has been released or procurement is actively requesting quotes
50% - Purchase order issued or Work Order generated and OK for project start
55% - Project kick off meeting and project start
60% - Approximately 25% of construction or design complete
70% - Approximately 50% of construction or design complete
80% - Approximately 75% of construction or design complete
90% - Substantial completion of construction has been reached or design is at least 90% complete
95% - Construction or design is complete and the project is in the closeout phase

Priority	Assigned	Project #	Project Name	Location	Project Code	Account Number	FEMA	Requisitions	Purchase Orders	Notes [LATEST IN DAILY LOG] & Milestones [IN BOLD]	Completion %
	AF	PW-25-003	Gilchrist Park Gazebo	Gilchrist Park	MILGIL IANGZB	113-0919-519.46-12	YES	68991 - Gazebo Repairs 69223 - Gazebo Railing	055447 - Gazebo Repairs [MILTON] 055475 - Gazebo Repairs [IAN]	**10.8.2025** **SOW & SOV completed** **11.25.2025** **REQ 68991 - Gazebo Repairs** **1.16.2026** **PO 055447 issued - Gazebo Repairs [Avant] MILTON** **PO 055475 issued - Gazebo Repairs [Avant] IAN** **2.18.2026** **REQ 69223 - Gazebo Railing** **3.24.2026** **Invoices and backup sent to procurment for payment.** 3.31.2026 Procurement requested contact information for railings companies I was engaged with	**70%**
	AF	PW-25-004	Laishley Marina Floating Docks Temp Repair	Laishley Marina	MILMAR	113-0945-575.46-00	YES			**3.12.2026** **All designated work by city employees completed.** 3.12.2026 Next phase [debris removal] awaiting approval to proceed.	**70%**
	TM	PW-25-005	Laishley Fishing Pier	Laishley Marina	MILLAI	113-0945-575.63-00	YES	68720 - Hans Wilson Pier Re-assessment 69186 - Hans Wilson Permitting	55253 - Hans Wilson Pier Re-assessment	**10.8.2025** **REQ 68720 - Hans Wilson pier re-assessment** **10.27.2025** **PO 55253 issued - Hans Wilson pier re-assessment** **1.20.2026** **Pier re-assessment complete. Hans Wilson sent signed and sealed report to ABC.** **2.5.2026** **REQ 69186 - Hans Wilson Permitting** 4.2.2026 Kristine approved override	**25%**
	ABC	PW-25-007	Adrienne Pier	Adrienne	MILPRS	113-1515-519.46-00	NO	69187 - Hans Wilson Permitting		**2.5.2025** **REQ 69187 - Hans Wilson Permitting** **3.31.2026** **B2025155/SA20 Issued to Hans Wilson to complete scope of work and costing.**	**50%**
	AF	PW-25-008	Ponce Park Concrete Dock	Ponce de Leon Park	PONDOC	301-3004-519.63-00	NO	68899 - Hans Wilson Permitting		**10.31.2025** **REQ 68899 submitted - Hans Wilson permitting [Ponce Park]** **11.3.2025** **Budget amendment entered to reassign funds to new project code** 1.09.2025 Received scope of work from Hans for review.	**25%**
	AF	PW-25-009	Bayfront Dinghy Docks	Punta Gorda Boat Club	MILBAY	113-0919-519.46-12	YES	69188 - Hans Wilson Permitting		**10.8.2025** **SOW & SOV completed** **2.5.2026** **REQ 69188 - Hans Wilson Permitting** **3.31.2026** **B2025156/SA21 Issued to Hans Wilson to complete scope of work and costing.**	**50%**
	TM	PW-25-011	Cooper Rec Main Building Repairs	Cooper Rec	IANCOO	113-1515-519.46-01	YES	69299 - AC & Roof Repair		**3.18.2026** **REQ 69299 - AC & Roof Repair**	**25%**

	FAC	PW-25-012	Cooper Rec Main Building Flood	Cooper Rec	MILREC	113-1515-519.46-01	YES			1.20.2026 Cody said report was forwarded to ABC	10%
	TM	PW-25-013	Public Safety Repairs	1410 Tamiami	IANPSB	113-1515-519.46-01	YES			02.24.2026 Facilities indicated a req would be entered for mold testing.	10%
		PW-25-015	Herald Court Centre Repairs	Herald Court	IANHCT	113-1515-519.46-01	YES			03.20.2026 Scope of work is under review by ABC	10%
	AF	PW-25-016	Laishley Boat Ramp Docks	Laishley Marina	LPMGDS	450-0945-575.34-00	NO	68858 - Hans Wilson Permitting		**10.27.2025** **REQ 68858 submitted - Hans Wilson permitting** 2.17.2026 Override approved	25%
	ABC	PW-25-017	MLK Pier	MLK	MILPRS	113-1515-519.46-00	YES	69189 - Hans Wilson Permitting		**2.5.2026** **REQ 69189 - Hans Wilson Permitting** **4.6.2026** **B2025/SA22 Issued to Hans Wilson to complete scope of work and costing.**	50%
	SU	PW-25-019	Herald Court Inspection	Herald Court		113-1515-519.62-01		64229 - Inspection [Original] 66826 - Inspection add Hurricane & Membrane		**4.4.2022** **REQ 64229 submitted - Inspection [original]** **5.23.2025** **REQ 66826 submitted - Inspection add hurricane & membrane**	25%
	ABC	PW-25-020	Henry Street Crosswalk Study	Henry Street	HNRIMP	118-3007-541.63-93	NO	67550 - Conduct Study		**11.22.2024** **REQ 67550 submitted - Conduct study** **12.4.2024** **PW approved REQ** **02.09.2026** **Bid has closed**	45%
	SU	PW-25-022	Herald Court Sealing	Herald Court				68834 - Herald Court Sealing		**10.22.2025** **REQ 68834 - Herald Court sealing** **10.24.2025** **PW approved REQ** 04.02.2026 Procurement process bidder selection is in process.	45%
	TM	PW-25-023	Council Chambers	City Hall	CHPRRH	118-3007-519.62-02	NO	68987 - Council Chambers Repair/Remodel	55569 - Council Chambers	**11.26.2025** **REQ 68987 - Pay app 1 was submitted** 04.30.2026 The contractor began to install the rock board and green board in the restrooms. The new A/C was installed on the roof and the old A/C were all dispossed of.	60%
	AF	PW-25-024	Pirate Ship	Gilchrist Park	IANKID	113-0919-519.63-24	YES	66827		3.11.2026 E-mail to Anne for follow up request	35%
	ABC	PW-25-026	Mooring Field	Laishley						4.02.2026 FDEP and USACE exemtion verifications for reapirs have been submitted. Grant application for repairs is in process of being submitted by UD.	10%
	TM	PW-25-027	Ponce Park Boardwalk	Ponce de Leon Park	MILPNB	113-0919-519.63-00	YES	69190 - Hans Wilson Permitting		**2.5.2026** **REQ 69190 - Hans Wilson Permitting** **4.6.2026** **B2025158/SA23 Issued to Hans Wilson to complete scope of work and costing.**	50%
		PW-25-028	Laishley Pumpout Bldg	Laishley Marina							5%
	AF	PW-25-029	Lashley Marina Basin	Laishley Marina	MILMAR	113-0945-575.46-00	YES	68998 - Hurricane Damage Assessment		**11.26.2025** **REQ 68998 Hurricane Damage Assessment** **03.31.2026** **B2025131/SA16 Issued to Hans Wilson to complete scope of work and costing.**	50%
	SU	PW-25-030	Boca Grande Storm Water	Boca Grande Blvd	CABGDI CABGD2 CABGD3 CADGD4	301-3004-541.63-20 118-3007-541.63-20	NO	69043 - Boca Grande Construction 69231 - CEI Services		**12.12.2025** **Req 69043 entered** 04.02.2026 Working on procurment checklist for Fl Dept of Commerce and requesting revised cost estimate from Kimley-Horn.	25%
		PW-25-031	Hitoric City Hall Renovation	326 W Marion						This is an Urban Design Project	5%

	AF	PW-25-032	Lactation Station	Annex			NO	69207 - Zen Den Lactation Room	55535 - Arnolds Office Furniture	**02.24.2026** **P.O. 55535 has been issued.** **4.10.2026** **Kyra has confirmed shipping out today. Shipping T-force freight Pro Number 470949861** 4.30.2026 Door latch and lock mechanism do not align with frame. E-mail sent to Kyra to address the issue. Possible new door to be sent, waiting to confirm.	**95%**
		PW-25-034	Downtown Flooding - Phase III	Downtown	DWTNFD	301-3004-541.63-16	NO	67406 - Downtown Flood Study Phase III	55023 - Kimley-Horn	04.02.2026 Public Meeting set for April 15th from 4-6 pm.	**55%**
		PW-25-035	Public Safety_FDEP	1410 S Tamiami Trail			NO			04.03.2026 City has authorized MAS Environmental to pursue LSSI process to determine any further remediation is necessary.	**10%**
		PW-25-036	Fire Training Tower	10051 Burnt Store Rd			NO			04.03.2026 Bidding process continues. City is working with structural engineer of record to correct plans and city is developing updated site plan.	**45%**
		PW-26-001	Laishley Marina Floating Docks	Laishley Marina	MILMAR IANMAR	113-0945-575.46-00 113-0919-519.46-00	YES	69191 - Hans Wilson Permitting		**2.5.2026** **REQ 69191 Hans Wilson Permitting** 2.17.2026 Override approved	**25%**
		PW-26-002	Laishley Marina Dredging	Laishley Marina		450-0945-575.34-07	NO	69192 - Hans Wilson Permitting		**2.5.2026** **REQ 69192 Hans Wilson Permitting** **3.31.2026** **B2025131/SA16 Issued to Hans Wilson to complete scope of work and costing.**	**50%**
		PW-26-003	Laishley Marina Concrete Docks	Laishley Marina	MILLAI	113-0945-577.63-00	YES	69193 - Hans Wilson Permitting		**2.5.2026** **REQ 69193 - Hans Wilson Permitting** **04.03.2026** **B2025131/SA25Issued to Hans Wilson to complete scope of work and costing.**	**50%**
		PW-26-004	Gilchrist Fishing Pier	Gilchrist Park	MILPRS CITY FUND	113-0919-519.63-00 301-3004-572.63-00	YES	69194 - Hans Wilson Permitting		**2.5.2026** **REQ 69194 Hans Wilson Permitting** **3.31.2026** **B2025154/SA19 Issued to Hans Wilson to complete scope of work and costing.**	**50%**
		PW-26-005	BSI Staging	3771 Tamiami Trail							**5%**
		PW-26-006	Boca Grande CM & CEI	Punta Gorda							**5%**
	TM	PW-26-007	Palm-Gill to McGregor Rebrick	Palm Ave			NO			03.20.2026 PW in process of developing, scope of work, plans and bid specifications.	**10%**
	TM	PW-26-008	Public Works Utility Fence	3130 Cooper St			NO				**10%**

Utilities Master Project Log

Priority Schedule
1 - [Highest] Critical, immediate action required
2 - [High] Important, but can wait a short period
3 - [Medium] Moderate, can be scheduled for near future
4 - [Low] Can be deferred and completed when time allows
5 - [Lowest] Little to no impact if not completed

Percentage of Completion
5% - Job folder created
10% - Beginning exploratory investigation SOW, SOV in progress
25% - Completion & submittal of requisition package [SOW, SOV, exhibits, etc]
35% - Review of draft documents from procurement in progress
45% - Bid has been released or procurement is actively requesting quotes
50% - Purchase order issued or Work Order generated and OK for project start
55% - Project kick off meeting and project start
60% - Approximately 25% of construction or design complete
70% - Approximately 50% of construction or design complete
80% - Approximately 75% of construction or design complete
90% - Substantial completion of construction has been reached or design is at least 90% complete
95% - Construction or design is complete and the project is in the closeout phase.

Priority	Project Name	Location	Project Code	Account Number	Notes [LATEST IN DAILY LOG] & Milestones [IN BOLD]	Completion %
1	AMI Meter System Replacement	UTADMIN	AMIMTR	411-8423-533-31-14	AMI Study Complete Draft AMI RFP Package Received AMI RFP Package being finalized	**80%**
2	Utility Water and Wastewater Master Plan	UTADMIN	UTMAST	411-8423-533-31-14	Engineering Checklist for Solicitation for Master Planning Services created. To be submitted in July.	**10%**
3	WWTP Air Condititionng	WWTP	WWBUIL	411-8711-535-62-10		**100%**
1	WTP Carbon Slurry System Replacement	WTP	CARBON	411-8422-533-63-04	Project scope beling developed.	**10%**
2	Airport Road Water Main Replacement	DISTRIBUTION SYSTEM	AIRPWM	411-8423-533-63-21	Next step is to prepare a draft scope of engineering services, and award a PO to prepare design plans for bid.	**45%**
2	Bal Harbor Water Main Replacement	DISTRIBUTION SYSTEM	BALHWM	411-8423-533-63-21	Next step is to prepare a draft scope of engineering services, and award a PO to prepare design plans for bid.	**45%**
2	Aqui Esta Water Main Replacement	DISTRIBUTION SYSTEM	ESTAWM	411-8423-533-63-21	Next step is to prepare a draft scope of engineering services, and award a PO to prepare design plans for bid.	**45%**
2	Soccoro Water Main Replacement	DISTRIBUTION SYSTEM	SOCCWM	411-8423-533-63-21	Next step is to prepare a draft scope of engineering services, and award a PO to prepare design plans for bid.	**45%**
2	Solona Water Main Replacement Upgrade	DISTRIBUTION SYSTEM	SOLWMU	411-8423-533-63-21	Next step is to prepare a draft scope of engineering services, and award a PO to prepare design plans for bid.	**45%**
2	Via Tripoli Water Main Replacement	DISTRIBUTION SYSTEM	VIATWM	411-8423-533-63-21	Next step is to prepare a draft scope of engineering services, and award a PO to prepare design plans for bid.	**45%**
2	Lift Station 30 Gravity Rehab	WW COLLECTIONS SYSTEM	LS30GS	411-8536-535-63-28	Next step is to prepare a draft scope of services for engineering design, then request engineering services contract from Procurement.	**10%**
2	Lift Station 56 Rehab	WW COLLECTIONS SYSTEM	LS56GS	411-8536-535-63-28	Next step is to prepare a draft scope of services for engineering design, then request engineering services contract from Procurement.	**10%**
1	US41 North Bound Utility Relocation	WW COLLECTIONS SYSTEM	US41NB	411-8536-535-63-28	WW collections will need to adjust MH ring at Henry Street as part of US 41 re-paving by FDOT. Project bid date was Sept 18, 2025. Water Dist. will need to adjust water valves.	**100%**
1	WWTP (Biosolids) Land Application	WWTP	LANDAP	411-8711-535-63-31	completed the DEP permit.	**50%**

2	WWTP Bio-Solids Off-Site Disposal	WWTP	OS-DIS	411-8711-535-63-31	Preliminary Design Report contract awarded to CDM. 9 months for completion, PO awarded 12-3-25	
1	WWTP Improvement/Expansion	WWTP	WWPEXP	411-8711-535-63-31		90%
2	WWTP Tank Coating	Master & Booster Pumping Facilities	WWP-TC	411-8711-535-63-31	Under construction. 82% complete Nov 2025. Project completion Oct 2026.	45%
1	WW Master & Booster Pumping Facility Upgrades	Master & Booster Pumping Facilities	MPFUPG	411-8711-535-63-33	Contract for PDR awarded to CDM 5-20-25. Estimated completion 12 months.	60%
1	WW Booster Pumping Facility Generator Replacement	Master & Booster Pumping Facilities	WWGEN	411-8711-535-63-39	Project was combined with MPF Upgrade.	
1	WWTP Pond Liner Replacement	WWTP	WWPOND	411-8711-535-63-43	Requisition Entered	25%
2	Curred In Place Pipe Lining	WW COLLECTIONS SYSTEM	CIPPLN	411-8536-535-63-56		
1	Henry St. 20" Force Main Replacement Crossing at I-75	WW COLLECTIONS SYSTEM	I75RFM	411-6836-535-63-67		55%
2	Riverside Drive Force Main Extension	WW COLLECTIONS SYSTEM	RIVFM	411-8536-535-63-67	Project design awarded to McKim and Creed 5-20-25. Very little progress at this time.	100%
1	WTP Alum Tank Storage Replacement	WTP	ALMTNK	411-8422-533-65-02	Under construction by Odyssey	70%
1	WTP RO Acid Feed System Repair / Restoration	WTP	ROACID	411-8422-533-65-02	Under construction by Odyssey	70%
1	WTP Ammonia Feed & Storage System Replacement	WTP	WPAMMO	411-8422-533-65-02	Under construction by Odyssey	70%
2	WTP Water Use Permit	UTADMIN	RO-WUP	411-8422-533-65-02	Scope is being developed.	10%
2	WTP Steel Building	WTP	WPBUIL	411-8422-533-65-02		
1	WTP RO Plant & Well Field Expansion	WTP	WTP-ROX	411-8422-533-65-02	Engineering Checklist for Solicitation of Design Criteria Package and Owner's Advocate created and requisition entered.	25%
1	Shell Creek WTP Surface Water Plant Rehabilitation	WTP	WTPSWX	411-8422-533-65-02	The next step is to request a design build contract from Procurement to rehabilitate and restore the surface WTP process facilities.	
3	Septic to Sewer (Area 1)	UTADMIN	S2SA1	411-8536-535-65-03	GWE has been selected to prepare construction plans. The next step is to direct GWE that the project design will be gravity sewer. The next step is for the City to develop a plan for funding the construction project, and perform public information for the property owners. City to purchase land required for lift station facilities.	
1	Burnt Store Rd Elevated Tank Improvement / Replacement	UTADMIN	BOOST	411-8422-533-65-06	JEI has been selected for engineering services. The next step will be to develop a scope of services to evaluate options for maintaining the existing elevated tank, or replacement with a new ground storage tank. The engineer will need to prepare a Preliminary Design Report detailing the proposed project and develop a cost estimate. Once the PDR is accepted by City Council, then the engineer will prepare construction plans.	45%
2	WTP Hendrickson Dam Inspection and Maintenance	WTP	DAMINS	411-8422-533-63-30	Scope complete.	10%

CIP Master Project Log

Priority Schedule
1 - [Highest] Critical, immediate action required
2 - [High] Important, but can wait a short period
3 - [Medium] Moderate, can be scheduled for near future
4 - [Low] Can be deferred and completed when time allows
5 - [Lowest] Little to no impact if not completed

Percentage of Completion
5% - Job folder created
10% - Beginning exploratory investigation SOW, SOV in progress
25% - Completion & submittal of requisition package [SOW, SOV, exhibits, etc]
35% - Review of draft documents from procurement in progress
45% - Bid has been released or procurement is actively requesting quotes
50% - Purchase order issued or Work Order generated and OK for project start
55% - Project kick off meeting and project start
60% - Approximately 25% of construction or design complete
70% - Approximately 50% of construction or design complete
80% - Approximately 75% of construction or design complete
90% - Substantial completion of construction has been reached or design is at least 90% complete
95% - Construction or design is complete and the project is in the closeout phase.

Priority	PW Assigned	UD Assigned	Proc Assigned	Project Name	Description	Project Code	Budget	Account Number	FEMA	Requisitions	Purchase Orders	Status	Completion %
	Ron	Danielle	Anne	Historic Distric Infrastructure East of 41 - Bethel/St. Mark's Area	As recommended from the study completed in 2018, a multi-phased approach for design and improvements includes installing new sidewalks and missing sidewalk connections, decorative and high-mass lighting, and drainage improvements.	HISTDT TWINFS	$275,000 $73,080 C/O	118-3007-541-6520 301-3004-569-6520	YES	#68281 approved Aug 2025		Awaiting Procurement processing. Funding requests pending. Carl re-writing scope based on work completed; need updated assessment. Boyd to look at lighting at night. Awaiting updated scope of work from planners.	**25%**
	Ron	Danielle	TBD	Ponce De Leon Park Improvements	Design & construct new restroom facility, pavilion, boat & trailer parking, and site furnishings.	PONCE	$0		YES			This project is on hold until Peace River Wildlife Center moves to new location on Henry Street.	**10%**
	Bryan	Danielle	Anne	Downtown Flooding - Phase III (this project is also on PW spreadsheet)	PW is seeking a professional engineering & surveying firm to study the drainage system in the downtown area to identify possible solutions to reduce or eliminate flooding.	DWTNFD	$500,000 Design $875,907 Construct	301-3004-541-6316		#67406 - Downtown Flood Study Phase III	55023 - Kimley-Horn	PW has provided tailwater design info along with input on future rainfall data projections. Review of preliminary model schematic complete. Corrdination of first public meeting in April is being coordinated. PW 02.24.2026	**55%**
	Bryan			(Henry Street Crosswalk Study) now called Pedestrian Crosswalk per Anne 12-10-25	Henry Street sidewalk and crosswalk enhancements from FY 23	HNRIMP	$539,000	118-3007-541-6393	NO	#67550 - Conduct Study		11.22.2024 REQ 67550 submitted - Conduct study 12.4.2024 PW approved REQ 12.11.2025 Bid released - set to close 1-11-26. Bid has closed PW 02.09.2026	**45%**
	Bryan	Danielle		Henry Street Sidewalks	US 41 to Shreve Street - fill network gaps along Henry Street	HENSWK	$151,200	118-3007-541-6319				April 2025 Engineering started application to SWFWMD.	**10%**
	Bryan	Danielle	Anne	Boca Grande Storm Water	Drainage Improvements	CABGDI	$2,294,887 $1,000,000	118-3007-541-6320 301-3004-541-6320		#69043 - Boca Grande Construction		12.12.2025 Req 69043 entered for construction; working on Req. for CEI Services, working with Dept. of Commerce. Req 69231 entered for Construction Management and CEI services. PW 02.24.2026	**25%**
	Ron	Danielle		King Street - Design/Engineering	Design, survey, and construction of King Street due to growth and safety concerns. Project will include drainage, lights, bumper stops, mill & resurfacing.	KINGIM	$550,000	301-3004-541-6394 301-3005-541-6394				January 2025- waiting on owner's response to the drainage easement request.	**10%**
	Bryan	Danielle	Anne	Shreve Street - Complete Street Improvements	Lighting on the Shreve Street path and widening of existing sidewalk on Pompano. FY 2025: Design to widen the existing 5-foot wide sidewalk on Pompano Terrace from Shreve Street to US 41 to meet the link from the Shreve Street path to the US 41 path.	SHVCOM	$285,406	118-3007-541-6512				May 2025: Bryan to ask new electrician how to design path lighting.	**10%**
		Rick		Complete Street - Cooper Street	Design improvements to Cooper Street from Airport Road to East Marion Avenue (US 17 SB), providing sidewalks, bicycle facilities, decorative street lights, and street trees. (CPH plans to 30% before project was cancelled in July 2020 per CIty Council direction - now FDOT LAP Grant, Project #452221-1)	COOCOM	$0	118-3007-541-6516				No budget entered in Naviline. FDOT agreement due back to FDOT in May 2026. Once LAP agreement is executed, FDOT will need to review our Scope of Services, design RFP, and Professional Services Checklist (provided by FDOT). FDOT has budgeted constructyion funds for 2028. City Council approved FDOT LAP agreement 3/25. Grants Coordinator handling FDOT LAP Agreement.	**10%**
		Rick	Anne	Tiki Point Harborwalk Living Shoreline Pilot	Planning, design, engineering, and construction of a living shoreline along a segment of the City's Harborwalk.	LIVSH1 LIVSH3	$590,957 $303,607	301-3004-538-6377		#69008 Approved, Professional Services form submitted to Procurement.		Grant funded by FDEP. And CHNEP with City match. Maintenance funds need to be added to CIP sheet in Budget Book. RFQ is out to bid; closes April 25. Currently ansering bidder Qs. Bid extended due to only one bidder.	**10%**

1	Ron	Boyd	Anne	A.C. Freeman House Rehabilitation	Assessment and rehabilitation to correct building issues. CDBIA repairing under lease agreement with City.	FREEMN	$440,000	118-3007-579-6222		#69061	#55415	New roof installed. Hurricane shutters removed; working on exterior carpentry. Exterior paint colors chosen; painting in progress. Rear stair posts installed; Organizing interior clean up party to cover furniture in plastic. Then move to interior mitigation, mechanicals, interior carpentry, drywall, and paint over the next several months. Project is moving forward as planned - on time and on budget.	**60%**
1	Ron	Boyd		Historic City Hall Rahabilitation Project (Historic Building)	Rehabilitation of historic City Hall	CHPRRH	TBD	118-3007-519-6202 301-3004-519-6201		#68700 Parker / Mudgett / Smith	#55629	Anne presented Parker / Mudgett / Smith agreement to City Council for approval on April 8; approved. Kick off meeting with Jeff Mudgett took place May 7.	**25%**
1	Tommy	Boyd	Anne	Historic City Hall Rehabilitation Project (Council Chambers)	City Hall 1978 addition - Council Chambers	CHPRRH	$300,000	118-3007-519-6202 301-3004-519-6201	NO	#68987 - Council Chambers Repair/Remodel; Construction Checklist submitted to Procurement.		Draft bid documents have been reviewed by PW and returned to Procurement on 1-6-26. Upstairs? Bid closed; reviewing. AV equip draft solicitation is with Alicia. Avant Construction is on site; building gutted, consruction moving forward.	**35%**
	Bryan	Boyd		Nature Park Trail - ADA Design/Engineering	Replacing structures with new in same location & connecting to parking with accessable route (observation deck & fishing pier)	ADANP NAPARK	$86,245 $347,375	118-3007-515-6300 301-3004-572-6332				The original construction of the Nature Park was apparently permitted through FDEP permits 08-301414-5, 08-0131423-002, and USACOE permit 199703124. The City was apparently in non-compliance and subsequently dedicated a conservation easement, paying a fine as part of the mitigation. Anne sent letter to Hans Wilson for Specific Authorization B2025153/SA 18 to provide permitting services.	**35%**
				W Henry Street Improvements & Connections	Property Improvements to site, additional amenities to increase site usage, and connectivity to attractions including Hounds on Henry dog park, Punta Gorda Charlotte Library, History Park & Community Garden, Peace River Wildlife Center. Public restroom to be added inside History Park.	HENIMP	$154,937 bal $440,135 bal	301-3004-572-6332 118-3007-572-6521				Urban Design has restroom designs ready to present to City Council. PRWC will request and extension of Phase I; restroom needs to installed as part of Phase I. UD entered Requisition #69285 for ETI to remove invasive species; Ben Fisher to supervise vendor. Ron E. cancelled invasive species removal and has changed restroom location yet again; currently waiting for Ron to see if County will let us use their land. PRWC requested ext. of Phase I to Nov. 15, 2026 at 4/8 City Council meeting; approved. Awaiting word from Ron E. regarding County land for restroom.	**25%**
				Bayfront Center & Boat Club (Gilchrist Activity Center)	Planners have presented designs to City Council. When final design is approved, Procurement docs will be submitted with Req.	IANBAY	$1.7 m	113-0919-519-6300				Per Kristin, use insurance proceeds first to save 1% Sales Tax budget for other projects. UD meeting with CM to discuss budget. After CM approves final Scope of Work, UD will enter a requisition.	**10%**
				ADA Transition Plan	Items related to the ADA Transition Plan							ADA Transition Plan update was presented to City Council jointly with Human Resources last Spring. No new allocations were made; HR controls ADA funding. FY 2025 Update is currently being drafted - need input from City departments. Bryan's Automated Pedestrian Signal Project? Need information. Boyd / Hank to review draft of FY25 update.	**70%**
				Donation Program	Public Space Amenity Gift Program	H&LSCP						Benches have arrived at PW; met with Planners and Ben 2/10 to redefine program. Adding a tree donation program and discussing a rainbow bridge for Hounds on Henry.	**25%**
		Rick		Grants Summary	Monthly update of grants applied for / awarded	Various		Various				1) FDOT LAP Grant Agreement and Resolution for Cooper Street partially executed by council, full execution from FDOT in early June. SOW and RFP by mid-June; 2) FDOT LAP Grant agreement and Resolution for Alligator Creek Bridge to Council not signed. Impasse with FDOT district 1 about maintenance. Explained situation with Boyd, legal, and city manager. 3) Tiki Point RFP for Monitoring has closed Only 1 bidder so far. Anne will send out to ESC to review and score. County has contracted an engineer for design and permit application draft. Amended CHNEP ILA for Tiki Point has been executed. 4) Awarded multiple grants this spring. FDEM-Watershed Master Plan; (2) MAC grants - Boat Club Inlet Dredging; and (2) FDACS-Tree for Linear Park; FDACS-Treas for Gilchrist, Linear and Sculpture Parks. Awaiting (5) separate grant agreements worth~$595,000. 5) - Submitted SUN Trail grant for construction of Alligator Creek Bridge; - Submitted FWC FBIP grant for Eastern Mooring Field. Awaiting decisions; - Submitted Community Planning and Technical assistance Grant through Department of Commerce. 6) Recreational Trails Grant for Nature Park is open. Reviewed budget and proof of match with finance. 98% of the application is completed, expect to be submitted by May 13.	

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CITY COUNCIL
CITY OF PUNTA GORDA
05/20/2026

BOARDS / COMMITTEE

Title:	**Announcement of Vacancies:** Building Board (1 consumer advocate seat)
Funds:	Not applicable.
Recommended Action:	Staff recommends City Council announce the vacancy.
Summary:	Juliet Merolla's seat as a consumer advocate on the Building Board expires on June 19, 2026, creating a vacancy for a three-year term expiring June 19, 2029. **Building Board** – Meets monthly on the fourth Tuesday at 9:00 a.m. at Laishley Community Room. Must be resident of Charlotte County. Five-member board comprised of 3 contractor members and 2 consumer advocate members with one alternate member. Three-year terms. Maximum of three terms. Financial disclosure required. Makes recommendations to City Council on the minimum qualifying requirements for obtaining Certificates of Competency in the various construction trades and the fees for same. Periodically reviews and holds public hearings on all building, electrical, plumbing, housing, gas, fire prevention and other related codes. Reviews enforcement of all codes relating to construction standards and acts as condemnation board in matters of violation of minimum standards. Hears alleged complaints against contractors.
Department/Division:	City Clerk

EXHIBITS:

1. Building Board

City of Punta Gorda, FL

Building Board

Board Details

Makes recommendations to City Council on the minimum qualifying requirements for obtaining Certificates of Competency in the various construction trades and the fees for same. Periodically reviews and holds public hearings on all building, electrical, plumbing, housing, gas, fire prevention and other related codes. Reviews enforcement of all codes relating to construction standards and acts as condemnation board in matters of violation of minimum standards. Hears alleged complaints against contractors. Must be Charlotte County resident to apply.

Overview

Size 6 Seats

Term Length 3 Years

Term Limit 3 Terms

Contact

Name Suz Russell

Email srussell@cityofpuntagordafl.com

Phone (941) 575-3324

Additional

Documents for New Appointees

Chapter_7_Building_Regulations.pdf

Meetings

Regular meetings of the Building Board are held at the Laishley Community Room, 120 Laishley Court, on the fourth Tuesday of each month at 9:00 a.m., unless otherwise noticed. All meetings shall be open to the public.

Duties

The Building Board shall have the following responsibilities: A. To hear complaints regarding locally licensed or registered contractors alleged to have violated the provisions of Chapter 7 of the City Code. Upon a finding of violation, the Board is granted authority to take any of the following actions against the locally licensed or registered contractor: (1) Order probation. (2) Suspend the guilty party's local license. (3) Revoke the guilty party's local license. (4) Order restitution. (5) Levy a fine up to five thousand dollars ($5,000.00) per offense. (6) Assess reasonable legal and investigation costs incurred by the City of Punta Gorda to prosecute the case against the contractor. (7) Issue a recommended penalty to the State of Florida Construction Industry Licensing Board. Said recommended penalty may include a recommendation for no further action, or a recommendation for suspension, revocation or restriction of the contractor's State registration, or a fine to be levied by the State of Florida Construction Industry Licensing Board, or a combination of such penalties. B. To hear complaints regarding state certified contractors alleged to have violated the provisions of Chapter 7 of the City Code. Upon a finding of violation, the Board is granted authority to take any of the following actions against the state certified contractor: (1) Deny, suspend or revoke the authority of the certified contractor to obtain a building permit or limit such authority to obtaining a permit of permits with specific conditions if the Building Board finds the certified contractor guilty of fraud or a willful building code violation in the City of Punta Gorda. (2) Deny, suspend or revoke the authority of the certified contractor to obtain a building permit or limit such authority to obtaining a permit or permits with specific conditions if the Building Board has proof that such contractor, through the public hearing process, has been found guilty in another county or municipality within the past 12 months of fraud or a willful building code violation and finds, that such fraud or violation would have been fraud or a violation if committed in the City of Punta Gorda. (3) Refuse to issue permits with specific conditions to a contractor who has committed and has been disciplined for multiple violations when the additional provisions of section 489.131(3)(f), Florida Statutes, have been met. C. To recommend to City Council certain amendments to Chapter One of the Florida Building Code as may be allowed by Florida Statutes. D. To act as condemnation Board in matters of violation of minimum standards and making inspections and reports when so requested by the Building Official. In this regard, the Board may secure the services of the Fire Chief, sanitarian, architects, engineers or other professionals as required and, upon making findings of fact, shall render a final decision. E. To hear and act upon Appeals from orders, requirements, decisions or determinations made by the Building Official under the provisions of Chapter 7, Article IV, City of Punta Gorda Code, the "Unsafe Building Abatement Code". F. To make a determination on applications for Certificate of Competency when so requested by the Building Official in cases where the established standards may not have been met, but extenuating circumstances may be evident. G. To hear and act upon any appeal timely filed to contest the validity of any notice of false alarm or fee assessment issued under Chapter 15, Section 15-19, Punta Gorda Code.

CITY COUNCIL
CITY OF PUNTA GORDA
05/20/2026

BOARDS / COMMITTEE

Title:	**Announcement of Vacancies:** Burnt Store Isles Canal Advisory Committee (1 regular and 1 alternate)
Funds:	Not applicable.
Recommended Action:	Staff recommends City Council announce the vacancies.
Summary:	Mr. Stuart Griffin Burgh's term expired February 14, 2026, and he is not seeking reappointment. The vacancy is for a regular seat with a three-year term expiring 2029. Under the Committee's new bylaws, there is also a vacancy for 1 alternate seat with a three-year term expiring 2029. **Burnt Store Isles Canal Advisory Committee (BSI CAC)** – Meets monthly on the second Tuesday at 1:30 p.m. in City Council Chambers. Must be resident of Burnt Store Isles Canal Maintenance Assessment District. Five-member board with one alternate member. Three-year terms. Maximum of three terms. Financial disclosure required. Makes recommendations to City Council on effective maintenance of existing canals, waterways and navigable channels within the district, together with the maintenance and reconstruction of seawalls. Holds public hearings and makes final decision on petitions for Canal Construction Special Permits.
Department/Division:	City Clerk

EXHIBITS:

1. Burnt Store Isles Canal Advisory Committee

City of Punta Gorda, FL

Burnt Store Isles Canal Advisory Committee

Board Details

Makes recommendations to City Council on effective maintenance of existing canals, waterways and navigable channels within the district, together with the maintenance and reconstruction of seawalls. Holds public hearings and makes final decision on petitions for Canal Construction Special Permits. Must be resident of Burnt Store Isles Canal Maintenance Assessment District to apply.

Overview

Size 6 Seats

Term Length 3 Years

Term Limit 3 Terms

Contact

Name Laurel Adelmund

Email ladelmund@cityofpuntagordafl.com

Phone (941) 575-5002

Additional

Documents for New Appointees

Meetings

Regular meetings of the Burnt Store Isles Canal Advisory Committee are held at the Laishley Community Room, 120 Laishley Court, the second Tuesday of each month at 1:30 p.m., unless noticed otherwise. All meetings shall be open to the public.

Duties

A. Make recommendations to the City Council on: 1. The effective maintenance of existing canals, waterways and navigable channels, including the Burnt Store Isles boat lock, within the district together with the maintenance and reconstruction of bulkheads and retaining walls. 2. The adoption of construction standards for seawalls, docks, davits, boat lifts and associated pilings. 3. The proposed fiscal year operational budget, sources of revenue and any other expenditure of funds for the district. 4. Proposed ordinances or resolutions pertaining to district operations. 5. Requests to include lands not currently included within the district. 6. Requests for variances located on land abutting and lying within six feet of the seawall. B. Review and consider comments and concerns from residents related but not limited to enforcement issues such as excessive boat speeds, excessive wake, anchoring in navigable channels, illegal netting, operation of boats without lighting and interference with navigation in order to make recommendations and/or forward to the applicable City enforcement department. C. Decide on petitions for variances to the provisions of Punta Gorda Code Chapter 6, Article 2, Section 2-1.

CITY COUNCIL
CITY OF PUNTA GORDA
05/20/2026

BOARDS / COMMITTEE

Title: **Announcement of Vacancies:** Code Enforcement Board (1 regular and 2 alternate)

Funds: Not applicable.

Recommended Action: City Council announce the vacancies.

Summary: Mr. Eric Gentry's seat was forfeit under the absence policy, creating a vacancy for an unexpired term until November 15, 2027. Additionally, there are 2 openings for alternate seats with terms expiring July 26, 2026, and August 6, 2027.

Code Enforcement Board – Meets monthly on the 3rd Thursday at 9:00 a.m. in City Council Chambers. Must be City resident. Seven-member board with two alternate members. Three-year terms. Maximum of three terms or partial term plus 2 more terms. Financial disclosure required.

Hears & decides alleged violations of the City Code of Ordinances.

Department/Division: City Clerk

EXHIBITS:

1. Code Enforcement Board

City of Punta Gorda, FL

Code Enforcement Board

Board Details

Hears and decides alleged violations of the City Code of Ordinances. Must be City resident to apply.

Overview

Size 9 Seats

Term Length 3 Years

Term Limit 3 Terms

Contact

Name Morgan Schneider

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Phone (941) 575-3352

Additional

Documents for New Appointees

Chapter_9a_Code_Enforcement.pdf

Meetings

Regular meetings of the Code Enforcement Board are held at the Laishley Community Room, 120 Laishley Court, the third Thursday of each month at 9:00 a.m., unless otherwise noticed. All meetings shall be open to the public. Due to the quasi-judicial nature of the Code Enforcement Board, public comment is not permitted unless requested as sworn witness testimony by the respondent or City staff.

Duties

The Code Enforcement Board shall have the power to: (a) Adopt rules for the conduct of its hearings. (b) Subpoena alleged violators and witnesses to hearings. Subpoenas may be served by sheriff's service or by the police department of the City or some other law enforcement officer or other person designated by City Council. (c) Subpoena records, surveys, plats and other evidentiary material. (d) Take testimony under oath. (e) Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance. (f) Issue fines pursuant to Section 9A-8 of this Chapter and include therein all costs incurred in prosecuting the case before the Code Enforcement Board. Such costs shall be included in the lien authorized by this Chapter. (g) Reduce or compromise fines upon such terms and conditions as the Code Enforcement Board deems reasonable and just. (h) The Code Enforcement Board shall serve as an equalizing board to hear and consider any and all complaints concerning the amount of any special assessment established pursuant to the procedures set forth in Chapter 9, Article I, Section 9-5, Punta Gorda Code, and shall adjust and equalize the special assessments, when it deems such action is necessary. The Code Enforcement Board may only adjust or equalize the established special assessment upon a showing by an interested party that the amount of the established special assessment is unreasonable or that the property will not derive any special benefit from the improvements made by the City. The Code Enforcement Board shall follow the procedures set forth in Chapter 9, Article I, Section 9-5, Punta Gorda Code. (i) Pursuant to Chapter 9, Article II, Section 9-7, Punta Gorda Code, the Code Enforcement Board shall hold a hearing to consider objections by property owners to the City’s intent to revoke an exemption under the City’s Mandatory Lot Mowing Program. At such hearings, it should be the property owner’s burden to demonstrate good cause why the exemption should not be revoked. The Code Enforcement Board shall issue a written order either granting or denying a property owner’s request that their exemption should not be revoked. (j) Pursuant to Chapter 9, Article II, Section 9-7, Punta Gorda Code, the Code Enforcement Board shall have the duty and responsibility to hold hearings to consider any objections or defenses to the levy of a lien against the delinquent properties under the City’s Mandatory Lot Mowing Program. The owner of record of any property proposed to be liened for delinquent lot mowing fees, or any person having an interest therein, may appear at the hearings and voice any objections to the proposed lien or the amount thereof. Objections may also be submitted in writing either prior to or at the time of the hearing. At the hearing, the Code Enforcement Board may recommend to City Council a modification or correction of any proposed lien amount, provided that no lien amount may be increased over the amount in the proposed roll. After the hearing, the Code Enforcement Board shall certify the delinquent user fee roll to the City Council. (k) Pursuant to Chapter 9, Article II, Section 9-8, Punta Gorda Code, the Code Enforcement Board shall hear all appeals by any person aggrieved by any order or notice issued by the City pursuant to the City’s Mandatory Lot Mowing Program. It shall be the burden of any aggrieved person to demonstrate that the contested order or notice was unreasonable. (l) The Code Enforcement Board shall have such other duties and powers as assigned to it by the City Council pursuant to duly adopted ordinances of the City.

CITY COUNCIL
CITY OF PUNTA GORDA
05/20/2026

BOARDS / COMMITTEE

Title: **Nominations:** Board of Zoning Appeals (1 alternate)

Funds: Not applicable.

Recommended Action: City Council nominate and appoint Jan Dick.

Summary: When Council adopted the resolution approving new membership composition, the Board was granted an alternate seat, which has not yet been filled. The appointment would be for a 3-year term ending April 2029. Mr. Jan Dick is currently serving as an alternate on Planning Commission and has expressed an interest in serving as the alternate on BZA. He is eligible to do so.
At the April 8, 2026, Council meeting, Council requested the appointment be held to this date to accept additional applications. **To date, no other applications have been received.**

Board of Zoning Appeals (BZA) – Meets the 4th Monday at 3:00 p.m., or immediately following the Planning Commission meeting, at Laishley Community Room, 120 Laishley Court, Punta Gorda, Florida 33950. Must be City resident. Five-member board with one alternate member. Three-year terms – maximum of three terms.

Hears and recommends approval or denial of appeals where any person or persons claim to be aggrieved by any order, requirement, decision, determination or action of the Zoning Official or their designee in the administration, enforcement or interpretation of the City's zoning regulations. Recommends to the City Council, upon proper petition, approval or denial of variances from the terms of the zoning regulations as shall not be contrary to the public interest where, in specific cases, owning to special circumstances, a literal enforcement of the zoning regulations would result in unnecessary and undue hardship.

Department/Division: City Clerk

EXHIBITS:

1. Board of Zoning Appeals

2. Jan Dick Application

City of Punta Gorda, FL

Board of Zoning Appeals

Board Details

Makes recommendations to City Council on variances to City Code. Must be City resident to apply.

Overview

Size 6 Seats

Term Length 3 Years

Term Limit 3 Terms

Contact

Name Madison Henderson

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Phone (941) 575-3372

Additional

Documents for New Appointees

Meetings

Regular meetings of the Board of Zoning Appeals are held in the Laishley Community Room, 120 Laishley Court, on the fourth Monday of each month at 3:00 p.m. or immediately following the Planning Commission meeting, unless otherwise noticed. All meetings shall be open to the public.

Duties

The Board of Zoning Appeals shall: A. Hear and recommend approval or denial of appeals where any person or persons claim to be aggrieved by any order, requirement, decision, determination or action of the zoning official or his/her designee in the administration, enforcement or interpretation of the zoning regulations. B. Recommend to the City Council, upon proper petition, approval or denial of variances from the terms of the zoning regulations as shall not be contrary to the public interest where, in specific cases, owning to special circumstances, a literal enforcement of the zoning regulations would result in unnecessary and undue hardship.

Application Form

Introductory Information

Public Record Acknowledgement

I acknowledge that my application and any attachments, including my resume, will become public record pursuant to Florida Statutes. I further acknowledge it is my responsibility to inform the City Clerk's Office if any of my personal identifying information qualifies for exemption from public disclosure.

☑ I Agree

Profile

Jan
First Name

M.
Middle Initial

Dick
Last Name

janmares@msn.com
Email Address

1441 Kiwi CT
Home Address

Punta Gorda
City

FL
State

33950
Postal Code

Mobile: (219) 395-6249
Primary Phone

Home: (219) 464-1942
Alternate Phone

Do you reside within the incorporated City limits of Punta Gorda?

◉ Yes ○ No

Are you a full-time resident of the City?

○ Yes ◉ No

Upload a Resume

Why are you interested in serving on a board or commission?

I would like to loan my experience and expertise to a Board in the outstanding City we have come to know so well for 6 months out of the year for the last 9 years. We have a home in Punta Gorda and have come to call the City "home".

Which Boards would you like to apply for?

Planning Commission: Appointed

Question applies to multiple boards

Financial Disclosure Acknowledgement

If I am appointed to a board requiring financial disclosure, I agree to file the Form 1 Financial Disclosure and Form 1F Final Statement via the Florida Commission on Ethics online portal within the required timeframes.

☑ I Agree

Bylaws/Ordinances

I have reviewed the governing document(s) for the board(s) to which I am applying and understand what my role as a member will be, and I have the necessary time to devote to serving on the board(s) to which I am applying.

☑ I Agree

Compliance with Laws

I will comply with all applicable laws including, but not limited to, Florida's Public Records Law (Florida Statutes Chapter 119) and the Sunshine Law (Florida Statutes Section 286.011). I will review materials supplied on these subjects by the City Clerk's Office.

☑ I Agree

Question applies to multiple boards

Would you be willing to serve as an alternate?

◉ Yes ○ No

Have you served on a City of Punta Gorda Board previously?

◉ Yes ○ No

Please indicate the Board(s) of prior service and dates served.

Planning Commission currently an alternate

Are you currently serving on a City Board?

◉ Yes ○ No

Which Board(s)?

Planning Commission

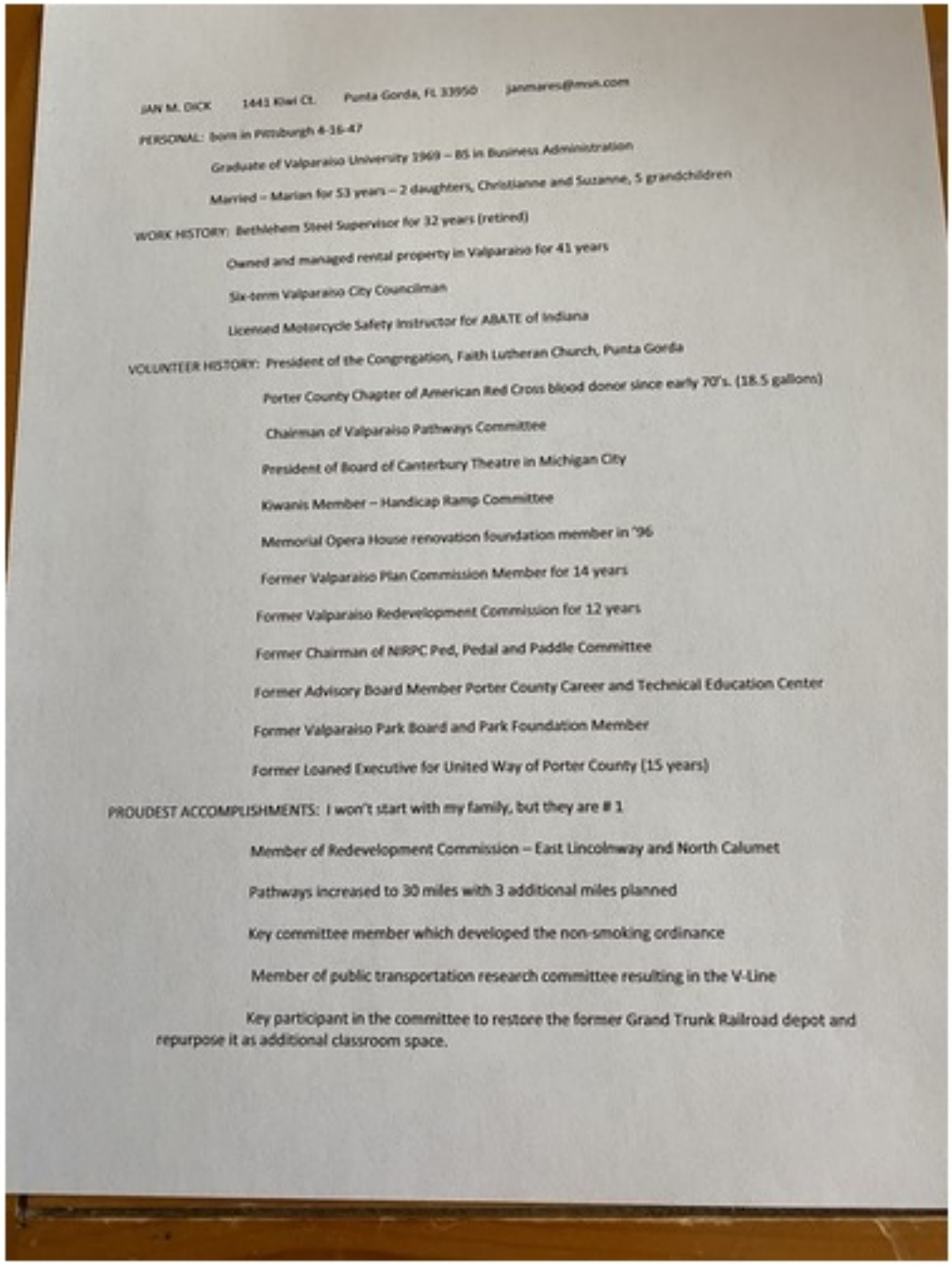
Are you a graduate of the Punta Gorda Citizens' Academy?

◉ Yes ○ No

Month and year of graduation:

May 2, 2018

Concluding Information



JAN M. DICK 1441 Kiwi Ct. Punta Gorda, FL 33950 janmares@msn.com

PERSONAL: born in Pittsburgh 4-16-47

Graduate of Valparaiso University 1969 – 85 in Business Administration

Married – Marian for 53 years – 2 daughters, Christianne and Suzanne, 5 grandchildren

WORK HISTORY: Bethlehem Steel Supervisor for 32 years (retired)

Owned and managed rental property in Valparaiso for 41 years

Six-term Valparaiso City Councilman

Licensed Motorcycle Safety Instructor for ABATE of Indiana

VOLUNTEER HISTORY: President of the Congregation, Faith Lutheran Church, Punta Gorda

Porter County Chapter of American Red Cross blood donor since early 70's. (18.5 gallons)

Chairman of Valparaiso Pathways Committee

President of Board of Canterbury Theatre in Michigan City

Kiwanis Member – Handicap Ramp Committee

Memorial Opera House renovation foundation member in '96

Former Valparaiso Plan Commission Member for 14 years

Former Valparaiso Redevelopment Commission for 12 years

Former Chairman of NIRPC Ped, Pedal and Paddle Committee

Former Advisory Board Member Porter County Career and Technical Education Center

Former Valparaiso Park Board and Park Foundation Member

Former Loaned Executive for United Way of Porter County (15 years)

PROUDEST ACCOMPLISHMENTS: I won't start with my family, but they are # 1

Member of Redevelopment Commission – East Lincolnway and North Calumet

Pathways increased to 30 miles with 3 additional miles planned

Key committee member which developed the non-smoking ordinance

Member of public transportation research committee resulting in the V-Line

Key participant in the committee to restore the former Grand Trunk Railroad depot and repurpose it as additional classroom space.

CITY COUNCIL
CITY OF PUNTA GORDA
05/20/2026

BOARDS / COMMITTEE

Title: **Nominations:** Building Board (1 alternate)

Funds: Not applicable.

Recommended Action: City Council nominate William Proscia.

Summary: Scott Bostrom's second term on the Building Board will expire on July 5, 2026, thereby creating a vacancy for an alternate seat with a 3-year term expiring July 2029. Kathy Kemeny has expressed an interest in serving and is eligible to do so. Ms. Kemeny was nominated at the May 6, 2026, Council meeting. William Proscia subsequently has expressed an interest in serving and is eligible to do so.

Building Board – Meets monthly on the 4th Tuesday at 9:00 a.m. in City Council Chambers – City residency not required. Five-member board with one alternate member. Three-year terms. Maximum of three terms. Three members must be involved with the building industry and two members must be consumer advocates who are not, nor ever have been, involved with building industry. Financial disclosure required.

Makes recommendations to City Council on the minimum qualifying requirements for obtaining Certificates of Competency in the various construction trades and the fees for same. Periodically reviews and holds public hearings on all building, electrical, plumbing, housing, gas, fire prevention and other related codes. Reviews enforcement of all codes relating to construction standards and acts as condemnation board in matters of violation of minimum standards. Hears alleged complaints against contractors.

Department/Division: City Clerk

EXHIBITS:

1. Building Board
2. Proscia Application

City of Punta Gorda, FL

Building Board

Board Details

Makes recommendations to City Council on the minimum qualifying requirements for obtaining Certificates of Competency in the various construction trades and the fees for same. Periodically reviews and holds public hearings on all building, electrical, plumbing, housing, gas, fire prevention and other related codes. Reviews enforcement of all codes relating to construction standards and acts as condemnation board in matters of violation of minimum standards. Hears alleged complaints against contractors. Must be Charlotte County resident to apply.

Overview

Size 6 Seats

Term Length 3 Years

Term Limit 3 Terms

Contact

Name Suz Russell

Email srussell@cityofpuntagordafl.com

Phone (941) 575-3324

Additional

Documents for New Appointees

Chapter_7_Building_Regulations.pdf

Meetings

Regular meetings of the Building Board are held at the Laishley Community Room, 120 Laishley Court, on the fourth Tuesday of each month at 9:00 a.m., unless otherwise noticed. All meetings shall be open to the public.

Duties

The Building Board shall have the following responsibilities: A. To hear complaints regarding locally licensed or registered contractors alleged to have violated the provisions of Chapter 7 of the City Code. Upon a finding of violation, the Board is granted authority to take any of the following actions against the locally licensed or registered contractor: (1) Order probation. (2) Suspend the guilty party's local license. (3) Revoke the guilty party's local license. (4) Order restitution. (5) Levy a fine up to five thousand dollars ($5,000.00) per offense. (6) Assess reasonable legal and investigation costs incurred by the City of Punta Gorda to prosecute the case against the contractor. (7) Issue a recommended penalty to the State of Florida Construction Industry Licensing Board. Said recommended penalty may include a recommendation for no further action, or a recommendation for suspension, revocation or restriction of the contractor's State registration, or a fine to be levied by the State of Florida Construction Industry Licensing Board, or a combination of such penalties. B. To hear complaints regarding state certified contractors alleged to have violated the provisions of Chapter 7 of the City Code. Upon a finding of violation, the Board is granted authority to take any of the following actions against the state certified contractor: (1) Deny, suspend or revoke the authority of the certified contractor to obtain a building permit or limit such authority to obtaining a permit of permits with specific conditions if the Building Board finds the certified contractor guilty of fraud or a willful building code violation in the City of Punta Gorda. (2) Deny, suspend or revoke the authority of the certified contractor to obtain a building permit or limit such authority to obtaining a permit or permits with specific conditions if the Building Board has proof that such contractor, through the public hearing process, has been found guilty in another county or municipality within the past 12 months of fraud or a willful building code violation and finds, that such fraud or violation would have been fraud or a violation if committed in the City of Punta Gorda. (3) Refuse to issue permits with specific conditions to a contractor who has committed and has been disciplined for multiple violations when the additional provisions of section 489.131(3)(f), Florida Statutes, have been met. C. To recommend to City Council certain amendments to Chapter One of the Florida Building Code as may be allowed by Florida Statutes. D. To act as condemnation Board in matters of violation of minimum standards and making inspections and reports when so requested by the Building Official. In this regard, the Board may secure the services of the Fire Chief, sanitarian, architects, engineers or other professionals as required and, upon making findings of fact, shall render a final decision. E. To hear and act upon Appeals from orders, requirements, decisions or determinations made by the Building Official under the provisions of Chapter 7, Article IV, City of Punta Gorda Code, the "Unsafe Building Abatement Code". F. To make a determination on applications for Certificate of Competency when so requested by the Building Official in cases where the established standards may not have been met, but extenuating circumstances may be evident. G. To hear and act upon any appeal timely filed to contest the validity of any notice of false alarm or fee assessment issued under Chapter 15, Section 15-19, Punta Gorda Code.

Application Form

Introductory Information

Public Record Acknowledgement

I acknowledge that my application and any attachments, including my resume, will become public record pursuant to Florida Statutes. I further acknowledge it is my responsibility to inform the City Clerk's Office if any of my personal identifying information qualifies for exemption from public disclosure.

☑ I Agree

Profile

William
First Name

C
Middle Initial

Proscia
Last Name

bpnews1@aol.com
Email Address

1246 Pine Siskin Drive
Home Address

Punta Gorda
City

FL
State

33950
Postal Code

Home: (718) 810-7598
Primary Phone

Mobile: (917) 767-1443
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

William_Proscia_-_Statement_of_interest.docx
Upload a Resume

Why are you interested in serving on a board or commission?

My interest is supporting my community in my areas of expertise to assure proper services are being performed safely and efficiently.

Which Boards would you like to apply for?

Building 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

Are you currently serving on a City Board?

○ Yes ◉ No

Are you a graduate of the Punta Gorda Citizens' Academy?

○ Yes ◉ No

Concluding Information

Statement of Interest & Qualifications to be on the Board of the Department of Buildings – Punta Gorda

I am pleased to submit my application for a position on the Board of the Department of Buildings for Punta Gorda. I believe my extensive hands-on experience across the electrical, plumbing, and mechanical trades makes me a strong candidate to help uphold the safety and quality standards our community deserves.

Professional Experience

As Electrical Foreman for the New York Daily News, I was responsible for the troubleshooting, repair, and replacement of hundreds of pieces of machinery during the nightly production and printing of approximately 90 different newspapers. Keeping operations running was the top priority, and I consistently delivered under pressure in a fast-paced, high-stakes environment — developing deep expertise in electrical systems, diagnostics, and preventative maintenance.

As the Owner of a Fuel Oil Company, I oversaw all aspects of residential, commercial, and industrial heating equipment installation and service. This included the full coordination of electrical, plumbing, gas, oil, water, and compressed air connections — giving me broad, practical knowledge across multiple building trades.

Why I Want to Serve

With decades of real-world experience in the electrical and plumbing industries, I am passionate about ensuring that the building trades in our community are held to the highest standards of quality and safety. I believe that background in the field — not just in theory — is what allows a board member to ask the right questions and make informed decisions that protect our residents.

I would be honored to bring that perspective to the Department of Buildings.

CITY COUNCIL
CITY OF PUNTA GORDA
05/20/2026

BOARDS / COMMITTEE

Title: **Nominations:** Utility Advisory Board (1 alternate)

Funds: Not applicable.

Recommended Action: City Council nominate and appoint Mr. Eric Gentry.

Summary: Eric Gentry previously served on the Code Enforcement Board but due to scheduling conflicts would like to be considered for an alternate seat on the Utility Advisory Board.
The vacancy would be for a 3-year term expiring April 2029.
At the April 8, 2026, meeting, Council requested the appointment be held to this date to accept additional applications. **To date, no other applications have been received.**

Utility Advisory Board (UAB) – Meets the 3rd Tuesday at 9:00 a.m. in City Council Chambers. Must be City resident or customer of the Punta Gorda Utility Service Area. Five-member board with one alternate member. Three-year terms – maximum of three terms.

Makes recommendations to City Council with regard to, but not limited to, revisions to the utility construction standards, alleged billing discrepancies and review of utility drawings and specifications.

Department/Division: City Clerk

EXHIBITS:

1. Gentry Application
2. Utility Advisory Board

Application Form

Introductory Information

Public Record Acknowledgement

I acknowledge that my application and any attachments, including my resume, will become public record pursuant to Florida Statutes. I further acknowledge it is my responsibility to inform the City Clerk's Office if any of my personal identifying information qualifies for exemption from public disclosure.

☑ I Agree

Profile

Eric
First Name

M
Middle Initial

Gentry
Last Name

ericgentry1941@gmail.com
Email Address

801 Royal Poinciana
Home Address

Punta Gorda
City

FL
State

33955
Postal Code

Do you reside within the incorporated City limits of Punta Gorda?

◉ Yes ○ No

Are you a full-time resident of the City?

◉ Yes ○ No

Resume_VP_Eric_Gentry.pdf.docx
Upload a Resume

Why are you interested in serving on a board or commission?

I want to be involved and support the City of Punta Gorda.

Which Boards would you like to apply for?

Code Enforcement Board: Appointed
Building Board: Submitted
Historic Preservation Advisory Board: Submitted
Planning Commission: Submitted
General Employees' Pension Board: Submitted
Police Officers' Pension Board: Submitted
Marine Advisory Committee: Submitted
Punta Gorda Housing Authority: Submitted
Utility Advisory Board: Submitted

Question applies to multiple boards

Financial Disclosure Acknowledgement

If I am appointed to a board requiring financial disclosure, I agree to file the Form 1 Financial Disclosure and Form 1F Final Statement via the Florida Commission on Ethics online portal within the required timeframes.

☑ I Agree

Bylaws/Ordinances

I have reviewed the governing document(s) for the board(s) to which I am applying and understand what my role as a member will be, and I have the necessary time to devote to serving on the board(s) to which I am applying.

☑ I Agree

Compliance with Laws

I will comply with all applicable laws including, but not limited to, Florida's Public Records Law (Florida Statutes Chapter 119) and the Sunshine Law (Florida Statutes Section 286.011). I will review materials supplied on these subjects by the City Clerk's Office.

☑ I Agree

Question applies to multiple boards

Would you be willing to serve as an alternate?

◉ Yes ○ No

Have you served on a City of Punta Gorda Board previously?

○ Yes ◉ No

Please indicate the Board(s) of prior service and dates served.

None, I have always been involved with Chamber of Commerce and sit on two boards for automotive groups in the US. MYt wife is a realtor. We sold our restaurants in Cape Coral and other cities.

Are you currently serving on a City Board?

○ Yes ◉ No

Are you a graduate of the Punta Gorda Citizens' Academy?

○ Yes ◉ No

Concluding Information

Eric Gentry
Vice President of Enterprise Partnerships
(864) 643 7954

Professional Profile

As the Vice President of Enterprise Partnerships at Cox Enterprises, I have played a key role in building and scaling Enterprise, B2B, SaaS organizations while leading Strategic Sales and Performance Management teams that drive growth and client retention. My efforts have expanded our diverse client portfolio, which includes top-tier C-Suite executives, Enterprise, B2B, SaaS, and OEM clients. I am dedicated to delivering profitable growth and solidifying our standing as a leader in Go To Market Strategy.

With expertise in Client growth, Strategic Account Management, Client retention and being a trusted advisor for some of the largest clients allowed me to accel my growth in my career. I have successfully built high-performing teams that have been instrumental in the success of industry giants.

Work Experience

Executive Vice President of Sales
April 2018–February 2025
Cox Enterprises, Atlanta, GA
Key Qualifications & Responsibilities

- Effectively Led and mentored large highly performing sales teams ranging from AVPs, Managers and Strategic Sales Directors.
- Oversee customer acquisition strategies to expand the customer base.
- Strong professional presence in client facing meetings.
- Developed intensive, ambitious business strategies, short-term goals, and long-term objectives.
- Strengthening C-Suite partnership relationships with the largest automotive groups, (Carmax, Autonation) along with many others.
- Proven 5 million to 25 million contracts.
- Proficient in Salesforce.com, Microsoft Suite for all sales-related team members for forecasting.
- Developed and executed targeted sales strategies for Enterprise and Mid-Market segments, resulting in a 25% increase in annual revenue.
- Set and monitored sales goals and KPIs, ensuring alignment with company objectives and consistently exceeding targets.
- Collaborated with marketing and product development departments to align sales strategies with company goals and ensure successful execution.

Associate Vice President
March 2013 – April 2018
Cox Automotive (Autotrader.com), Atlanta, Ga

Key Achievements

- Analyzed sales performance metrics and market data to inform strategic decisions and improve sales outcomes.
- Implemented new sales processes and tools, resulting in a 30% increase in sales productivity and efficiency.
- Oversaw a revenue portfolio of $82,000,000.
- Successfully led a team of 86 Directors and strategic sales consultants.
- Developed intensive bonuses commission plan for hitting attainment numbers.
- Strengthen relations with C-Suite clients at corporate and automotive dealerships.
- Fostered change in company culture to be more open, transparent, and accountable.

Senior Director of Sales
May 2008 – March 2013
Manheim Remarketing, Atlanta, GA

Regional Sales Manager
August 2001 – April 2008
Autotrader.com, Atlanta, GA

Ryder Logistics
September 1995 – June 2001
Account Manager

Education

Business Administration (International Management)
Clemson University

Completion: 1995
Relevant Coursework: Leading and Managing, Financial Accounting, Foundations of Teamwork and Leadership, Microeconomics, Managerial Economics, Operations, Information, and Decisions, Corporate Finance.

Key Skills & Core Competencies

- Proven Leadership
- Enterprise Sales
- SAAS Sales, B2B
- Performance Management
- Business Operations & Strategy
- Effective Communication & Delegation
- Adaptability & Determination
- Forward Thinking & Calculated Risk Management

Certifications

- 2017 Certified Leadership Completion, Cox Talent Institute
- 2008 Certified Mid - Level Management completion, Cox Talent Institute
- 2005 Certified Manager, The Institute of Certified Professional Managers (ICPM)

Memberships

- Business Networking International (BNI)
- Young Presidents Organization (YPO)
- American Management Association (AMA)

Languages

English

City of Punta Gorda, FL

Utility Advisory Board

Board Details

Makes recommendations to City Council with regard to, but not limited to, revisions to utility construction standards, alleged billing discrepancies and review of utility drawings and specifications. Must be City resident or customer of Punta Gorda Utilities Service Area to apply.

Overview

Size 6 Seats

Term Length 3

Term Limit 3

Contact

Name Courtney Malmberg

Email CMalmberg@CityofPuntaGordaFL.com

Phone (941) 575-3331

Additional

Documents for New Appointees

Meetings

Regular meetings of the Utility Advisory Board are held at the Laishley Community Room, 120 Laishley Court, the third Tuesday of each month at 9:00 a.m., unless noticed otherwise. All meetings shall be open to the public.

Duties

The Utility Advisory Board may make recommendations to the City Council for: A. Service area expansions or modifications. B. Utility rate studies and any proposed utility rate changes. C. Proposed ordinances, resolutions, interlocal agreements and the budget concerning utilities. D. Revisions to utility construction standards. E. Alleged utility billing discrepancies and disputes. F. Public petitions concerning utility service(s). G. Review utility drawings and specifications. H. Other matters referred to the Board by the City Council or City Manager.

CITY COUNCIL
CITY OF PUNTA GORDA
05/20/2026

BOARDS / COMMITTEE

Title: **Appointment:** Building Board (1 alternate)

Funds: Not applicable.

Recommended Action: City Council appoint one nominee.

Summary: Scott Bostrom's second term on the Building Board will expire on July 5, 2026, thereby creating a vacancy for an alternate seat with a 3-year term expiring July 2029. Kathy Kemeny has expressed an interest in serving and is eligible to do so. Kathy Kemeny was nominated at the May 6, 2026, Council meeting.
If also nominated at the May 20, 2026, City Council meeting, William Proscia will also be considered for appointment.

Building Board – Meets monthly on the 4th Tuesday at 9:00 a.m. in City Council Chambers – City residency not required. Five-member board with one alternate member. Three-year terms. Maximum of three terms. Three members must be involved with the building industry and two members must be consumer advocates who are not, nor ever have been, involved with building industry. Financial disclosure required.

Makes recommendations to City Council on the minimum qualifying requirements for obtaining Certificates of Competency in the various construction trades and the fees for same. Periodically reviews and holds public hearings on all building, electrical, plumbing, housing, gas, fire prevention and other related codes. Reviews enforcement of all codes relating to construction standards and acts as condemnation board in matters of violation of minimum standards. Hears alleged complaints against contractors.

Department/Division: City Clerk

EXHIBITS:

1. Building Board
2. Kemeny Application

City of Punta Gorda, FL

Building Board

Board Details

Makes recommendations to City Council on the minimum qualifying requirements for obtaining Certificates of Competency in the various construction trades and the fees for same. Periodically reviews and holds public hearings on all building, electrical, plumbing, housing, gas, fire prevention and other related codes. Reviews enforcement of all codes relating to construction standards and acts as condemnation board in matters of violation of minimum standards. Hears alleged complaints against contractors. Must be Charlotte County resident to apply.

Overview

Size 6 Seats

Term Length 3 Years

Term Limit 3 Terms

Contact

Name Suz Russell

Email srussell@cityofpuntagordafl.com

Phone (941) 575-3324

Additional

Documents for New Appointees

Chapter_7_Building_Regulations.pdf

Meetings

Regular meetings of the Building Board are held at the Laishley Community Room, 120 Laishley Court, on the fourth Tuesday of each month at 9:00 a.m., unless otherwise noticed. All meetings shall be open to the public.

Duties

The Building Board shall have the following responsibilities: A. To hear complaints regarding locally licensed or registered contractors alleged to have violated the provisions of Chapter 7 of the City Code. Upon a finding of violation, the Board is granted authority to take any of the following actions against the locally licensed or registered contractor: (1) Order probation. (2) Suspend the guilty party's local license. (3) Revoke the guilty party's local license. (4) Order restitution. (5) Levy a fine up to five thousand dollars ($5,000.00) per offense. (6) Assess reasonable legal and investigation costs incurred by the City of Punta Gorda to prosecute the case against the contractor. (7) Issue a recommended penalty to the State of Florida Construction Industry Licensing Board. Said recommended penalty may include a recommendation for no further action, or a recommendation for suspension, revocation or restriction of the contractor's State registration, or a fine to be levied by the State of Florida Construction Industry Licensing Board, or a combination of such penalties. B. To hear complaints regarding state certified contractors alleged to have violated the provisions of Chapter 7 of the City Code. Upon a finding of violation, the Board is granted authority to take any of the following actions against the state certified contractor: (1) Deny, suspend or revoke the authority of the certified contractor to obtain a building permit or limit such authority to obtaining a permit of permits with specific conditions if the Building Board finds the certified contractor guilty of fraud or a willful building code violation in the City of Punta Gorda. (2) Deny, suspend or revoke the authority of the certified contractor to obtain a building permit or limit such authority to obtaining a permit or permits with specific conditions if the Building Board has proof that such contractor, through the public hearing process, has been found guilty in another county or municipality within the past 12 months of fraud or a willful building code violation and finds, that such fraud or violation would have been fraud or a violation if committed in the City of Punta Gorda. (3) Refuse to issue permits with specific conditions to a contractor who has committed and has been disciplined for multiple violations when the additional provisions of section 489.131(3)(f), Florida Statutes, have been met. C. To recommend to City Council certain amendments to Chapter One of the Florida Building Code as may be allowed by Florida Statutes. D. To act as condemnation Board in matters of violation of minimum standards and making inspections and reports when so requested by the Building Official. In this regard, the Board may secure the services of the Fire Chief, sanitarian, architects, engineers or other professionals as required and, upon making findings of fact, shall render a final decision. E. To hear and act upon Appeals from orders, requirements, decisions or determinations made by the Building Official under the provisions of Chapter 7, Article IV, City of Punta Gorda Code, the "Unsafe Building Abatement Code". F. To make a determination on applications for Certificate of Competency when so requested by the Building Official in cases where the established standards may not have been met, but extenuating circumstances may be evident. G. To hear and act upon any appeal timely filed to contest the validity of any notice of false alarm or fee assessment issued under Chapter 15, Section 15-19, Punta Gorda Code.

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

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

CITY COUNCIL
CITY OF PUNTA GORDA
05/20/2026

REPORTS FROM CITY OFFICERS

Title: City Clerk

Funds:

Recommended Action:

Summary:

Department/Division: City Manager

EXHIBITS:

REPORTS FROM CITY OFFICERS

Title: City Manager

Funds:

Recommended Action:

Summary:

Department/Division: City Manager

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
05/20/2026

REPORTS FROM CITY OFFICERS

Title: City Attorney

Funds:

Recommended Action:

Summary:

Department/Division: City Manager

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
05/20/2026

PUBLIC INPUT

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

Funds: Not applicable.

Recommended Action:

Summary:

Department/Division: City Manager

EXHIBITS: