CITY COUNCIL AGENDA
326 W. MARION AVE., PUNTA GORDA, FL 33950
**********AMENDED**********
NOVEMBER 16, 2026, 9:00 AM

MEMBERS

Gary Butler, Councilmember
Greg Julian, Councilmember
Melissa Lockhart, Councilmember
Debi Lux, Councilmember
Jeannine Polk, 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 - November 18, 2026 at 9am, Regular City Council Meeting at City Hall Chambers located at 326 W. Marion Ave., Punta Gorda, FL 33950

COUNCIL REORGANIZATION

Presentation to Outgoing Councilmember

2026 General Election Results

Oaths of Office

Election of Mayor

Election of Vice Mayor

AGENDA APPROVAL

1. **PROCLAMATIONS / PRESENTATIONS**

   1.a Service Award

2. **PUBLIC INPUT**

   2.a Those wishing to introduce themselves as nominees for a board or committee may do

so at this time. Those who choose to speak must state their name for the record.

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

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

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

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

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

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

5. **CONSENT AGENDA**

5.a A resolution of the City of Punta Gorda, Florida, accepting a subgrant award from the State of Florida Department of Transportation under the subgrant for Highway Traffic Safety Program for the Speed Enforcement Initiative (Subgrant No. SC-2027-00183); ratifying the Certificate of Acceptance; and providing an effective date.

5.b October 14, 2026, Regular Meeting Minutes

5.c Invoice of Leskovich Law Group, P.A. for legal services rendered through October 2026 in the amount of $9,250.00

6. **REGULAR AGENDA**

6.a *Legislative Update

7. **BOARDS / COMMITTEE**

7.a City Council Service Board and Committee Assignments

7.b Announcement of Vacancies: Building Board (1 consumer advocate alternate)

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

7.d Announcement of Vacancies: Historic Preservation Advisory Board (1 regular and 1 alternate)

7.e Announcement of Vacancies: Punta Gorda Isles Canal Advisory Committee (4 regular)

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
11/16/2026

COUNCIL REORGANIZATION

Title:	Presentation to Outgoing Councilmember
Funds:	Not applicable.
Recommended Action:	Presentation be made to the outgoing Councilmember Denton.
Summary:	A presentation will be made to outgoing Councilmember Denton in recognition of her service.
Department/Division:	City Clerk

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
11/16/2026

COUNCIL REORGANIZATION

Title: 2026 General Election Results

Funds: Not applicable.

Recommended Action: The City Clerk will present the 2026 General Election results and the certificates of election.

Summary: **City Clerk Presiding:**
The unofficial results of the November 3, 2026, General Election are as follows:

District 1:
Jeannine Polk - 6,222
George Williamson - 4,635

District 2:
Greg Julian - unopposed

District 4:
Gary Butler - 6,398
Janis Denton - 4,414

Official results will be provided at the City Council meeting.

Department/Division: City Clerk

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
11/16/2026

COUNCIL REORGANIZATION

Title:	Oaths of Office
Funds:	Not applicable.
Recommended Action:	The City Clerk will administer the oaths of office to the newly elected councilmembers.
Summary:	The Councilmembers elected in the 2026 General Election cycle will take the oath of office.
Department/Division:	City Clerk

EXHIBITS:

1. Oath - Gary Butler
2. Oath - Gregory Julian
3. Oath - Jeannine Polk

OATH

STATE OF FLORIDA
COUNTY OF CHARLOTTE
CITY OF PUNTA GORDA

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

_____
Signature

State of Florida
County of Charlotte

Sworn to (or affirmed) and subscribed before me by means of physical presence this 16th day of November, 2026, by Gary Butler, who is personally known to me.

_____ *SEAL*
Signature of Notary

OATH

STATE OF FLORIDA
COUNTY OF CHARLOTTE
CITY OF PUNTA GORDA

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

_____
Signature

State of Florida
County of Charlotte

Sworn to (or affirmed) and subscribed before me by means of physical presence this 16th day of November, 2026, by Gregory Julian, who is personally known to me.

_____ *SEAL*
Signature of Notary

OATH

STATE OF FLORIDA
COUNTY OF CHARLOTTE
CITY OF PUNTA GORDA

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

_____
Signature

State of Florida
County of Charlotte

Sworn to (or affirmed) and subscribed before me by means of physical presence this 16th day of November, 2026, by Jeannine Polk, who is personally known to me.

_____ *SEAL*
Signature of Notary

CITY COUNCIL
CITY OF PUNTA GORDA
11/16/2026

COUNCIL REORGANIZATION

Title: Election of Mayor

Funds: Not applicable.

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

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

Department/Division: City Clerk

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
11/16/2026

COUNCIL REORGANIZATION

Title: Election of Vice Mayor

Funds: Not applicable.

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

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

Department/Division: City Clerk

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
11/16/2026

PROCLAMATIONS / PRESENTATIONS

Title: Service Award

Funds:

Recommended Action:

Summary: 20 Year Service Award - Michael Romanko, Treatment Plant Operator C, Water Treatment Plant, Utilities

Department/Division: City Manager

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
11/16/2026

PUBLIC INPUT

Title: 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.

Funds:

Recommended Action:

Summary:

Department/Division: City Clerk

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
11/16/2026

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:

CITY COUNCIL
CITY OF PUNTA GORDA
11/16/2026

ORDINANCES / RESOLUTIONS
(No Public Hearing Required)

Title:	A resolution of the City Council of the City of Punta Gorda, Florida, establishing the schedule of regular City Council meetings for 2026.
Funds:	Not applicable.
Recommended Action:	City Council adoption of the resolution or direction for date revisions.
Summary:	The City Charter, as amended on November 8, 2016, states City Council will hold 22 meetings per year with at least one meeting being held per month. Proposed is a schedule of 22 regular City Council meetings for 2027. Once dates are approved, they will be advertised in the local newspaper.
Department/Division:	City Clerk

EXHIBITS:

1. Meeting Dates Resolution

CITY OF PUNTA GORDA, FLORIDA
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PUNTA GORDA, FLORIDA, ESTABLISHING THE SCHEDULE OF REGULAR CITY COUNCIL MEETINGS FOR 2027.

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

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

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

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

1. The 2027 City Council Regular Meeting schedule is as follows:

January 6 and 20	July 7 and 14
February 10 and 17	August 25
March 3 and 17	September 8 and 22
April 7 and 21	October 6 and 20
May 5 and 19	November 10 and 17
June 2 and 16	December 1

ADOPTED in regular session of the City Council of the City of Punta Gorda, Florida, this 18th day of November 2026.

CITY OF PUNTA GORDA, FLORIDA

_____
Mayor

ATTEST:

_____
Sara Welch, City Clerk

APPROVED AS TO FORM:

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

CITY COUNCIL
CITY OF PUNTA GORDA
11/16/2026

ORDINANCES / RESOLUTIONS
(No Public Hearing Required)

Title:

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

Funds: Not applicable.

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

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

Department/Division: City Clerk

EXHIBITS:

1. Rules of Conduct Resolution

CITY OF PUNTA GORDA, FLORIDA

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

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

ADOPTED in regular session of the City Council of the City of Punta Gorda, Florida, this 18th day of November 2026.

CITY OF PUNTA GORDA, FLORIDA

_____
Mayor

ATTEST:

_____
SARA WELCH, City Clerk

APPROVED AS TO FORM:

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

CITY COUNCIL
CITY OF PUNTA GORDA
11/16/2026

ORDINANCES / RESOLUTIONS
(No Public Hearing Required)

Title:

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

Funds: Not applicable.

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

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

Department/Division: City Clerk

EXHIBITS:

1. Non-agenda Items Policy Resolution

CITY OF PUNTA GORDA, FLORIDA

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

ADOPTED in regular session of the City Council of the City of Punta Gorda, Florida, this 18th day of November 2026.

CITY OF PUNTA GORDA, FLORIDA

_____
Mayor

ATTEST:

_____
SARA WELCH, City Clerk

APPROVED AS TO FORM:

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

CITY COUNCIL
CITY OF PUNTA GORDA
11/16/2026

CONSENT AGENDA

Title:

A resolution of the City of Punta Gorda, Florida, accepting a subgrant award from the State of Florida Department of Transportation under the subgrant for Highway Traffic Safety Program for the Speed Enforcement Initiative (Subgrant No. SC-2027-00183); ratifying the Certificate of Acceptance; and providing an effective date.

Funds: General Fund $15,000. Budget amendment will be brought to a future council meeting after acceptance.

Recommended Action: City council acceptance of grant award. Mayor to sign the acceptance page to execute the award.

Summary: Requested funding will support enforcement overtime pay to expand enforcement activity beyond routine patrol duties, allowing officers to conduct focused speed enforcement during high-risk times and locations.

Department/Division: Police

EXHIBITS:

1. Subgrant Agreement
2. Reso_FDOT_00183_Speed_Enforcement

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

For FDOT Use Only **Project Number:** SC-2027-00183	**FDOT Contract Number:** G3Y00
Federal Funds Awarded: $15,000	**FDOT UEI Number:** RFKGNHR7ZH37
Subgrant Award (Start) Date:	**Subgrant End Date:** 09/30/2027

Part I: GENERAL ADMINISTRATIVE INFORMATION

1. Project Title: Speed Enforcement Initiative
2. Federal Funding: $15,000 Match: $0 Total Cost: $15,000

3. Subrecipient Agency:		4. Implementing Agency:	
Agency Name:	City of Punta Gorda	Agency Name:	Punta Gorda Police Department
Address:	326 W. Marion Ave	Address:	1410 Tamiami Trail
City:	Punta Gorda	City:	Punta Gorda
State:	Florida	State:	Florida
Zip:	33950	Zip:	33950

5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 596000415 003

6. Federal Unique Entity Identifier (UEI) Number: HVTSKRY7LUY5

7. Chief Financial Officer:		8. Project Director: **(Can not receive any benefit under this subgrant)**	
Name:	Kristin Simeone	Name:	Kaylee Licata
Address:	326 W. Marion Ave	Address:	1410 Tamiami Trail
City:	Punta Gorda	City:	Punta Gorda
State:	Florida	State:	Florida
Zip:	33950	Zip:	33950
Telephone:	(941) 575-3345	Telephone:	(941) 575-5563
E-mail:	ksimeone@puntagordafl.gov	E-mail:	klicata@puntagordafl.gov

9. Financial Reimbursement Contact:		10. Project Activity Contact:	
Name:	Teresa Carlaw	Name:	Kaylee Licata
Title:	Finance Manager	Title:	Professional Standards Specialist
Telephone:	(941) 575-3334	Telephone:	(941) 575-5563
E-Mail:	tcarlaw@puntagordafl.gov	E-Mail:	klicata@puntagordafl.gov

11. Payment Remittance Address:
    - Name: City of Punta Gorda
    - Address: 326 W. Marion Ave
    - City: Punta Gorda
    - State: Florida
    - Zip: 33950

Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the Project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

1. Statement of the Problem:

Speeding and aggressive driving present an ongoing traffic safety concern within the City of Punta Gorda. Although the City is ranked outside the top 40 percent of jurisdictions for speeding and aggressive driving in the Fiscal Year (FY) 2027 Highway Safety Matrix - Ranking of Florida Cities, local trends demonstrate a sustained and increasing risk that is not fully reflected by statewide rankings alone. The city is ranked within the top 55 percent statewide, indicating elevated exposure relative to similarly sized communities.

Punta Gorda continues to experience a high volume of traffic crashes each year, with injury and fatal crashes occurring annually. These incidents place a significant burden on public safety resources and create increased risk for motorists, pedestrians, and visitors. For a smaller urban jurisdiction, even modest increases in speeding and aggressive driving behaviors can result in disproportionately severe outcomes.

Local enforcement trends indicate persistent non-compliance with speed limits and traffic control devices. Despite ongoing enforcement efforts, violations related to speeding and aggressive driving continue to occur at elevated levels, demonstrating the need for enhanced high-visibility enforcement and supplemental traffic safety countermeasures.

The City's traffic safety challenges are further amplified by its roadway network and regional connectivity. Punta Gorda is intersected by United States (US) 41 and US 17 and is located in close proximity to Interstate 75, resulting in a high volume of daily pass-through traffic from commuters, commercial vehicles, and regional travelers. These corridors serve not only local residents but also motorists unfamiliar with local road conditions, increasing exposure risk and contributing to speeding and aggressive driving behaviors within the City.

To address this ongoing, data-driven traffic safety concern, Punta Gorda Police Department (PGPD) proposes a comprehensive speed management and aggressive driving reduction initiative. The project will focus on targeted enforcement, increased driver awareness, and visible deterrence strategies designed to improve compliance with traffic laws and reduce speed-related crashes, injuries, and fatalities within the community.

2. Proposed Solution:

The proposed project incorporates evidence-based countermeasures identified in the National Highway Traffic Safety Administration (NHTSA) Countermeasures That Work guide, 11th edition, particularly strategies under the Speeding and Speed Management chapter and related enforcement practices that have been shown to reduce speeding and aggressive driving behaviors.

High-visibility enforcement (HVE) increases the perceived risk of detection by drivers through concentrated enforcement efforts that are well-publicized and sustained. These campaigns typically involve coordinated efforts by law enforcement to enforce speed limits and other traffic laws in targeted areas. HVE directly targets speeding and aggressive driving behaviors by identifying and targeting local crash and citation trends, enhancing compliance with posted speed limits, and increasing officer contact for repeat speed violators.

Requested funding will support enforcement overtime pay to expand enforcement activity beyond routine patrol duties, allowing officers to conduct focused speed enforcement during high-risk times and locations documented in the data.

Together, these countermeasures form a coordinated, multi-faceted approach consistent with evidence-based practices recommended by NHTSA. This combined strategy targets the problems identified in local crash and citation trends, especially the significant increases in speed-related and traffic control device citations and leverages proven countermeasures to reduce speeding and aggressive driving in Punta Gorda.

The Project Director will be responsible for the allocation of personnel to achieve the greatest impact on

speeding and aggressive driving. The Project Director will coordinate these enforcement and educational campaigns and ensure daytime/nighttime enforcement is alternated from week to week. This will prevent motorists from predicting times and locations of enforcement activities to adjust their driving behaviors to only those of known enforcement periods. Also, the Project Director will ensure that funds from this program are used prudently and conservatively to ensure that the award will extend the entire subgrant cycle. Every officer who performs under this subgrant will complete any mandated training and will complete the required Daily Activity Log for each day of enforcement during the subgrant cycle. Those logs will be maintained by the Project Director, who will ensure that copies are attached to each monthly reimbursement invoice submitted to the FDOT State Safety Office.

3. Project Objectives:

a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.

b. Strive to decrease speed and/or aggressive driving crashes and fatalities citywide by 4% when compared to the 10/01 to 06/30 time period from the previous year.

c. Conduct a minimum of 3 speed and/or aggressive driving high visibility overtime enforcement operations per quarter.

d. Participate in the Southern Slow Down campaign through speed and/or aggressive driving overtime enforcement operations and educational/community activities.

e. Conduct a minimum of 2 educational/community outreach events to increase speed and/or aggressive driving awareness per quarter and provide details.

f. Provide speed and/or aggressive driving information and education to the public through the use of multimedia outlets (i.e., message boards, local media outlets, social media, press releases, and/or printed materials) at least 10 times during the project period.

4. Evaluation:

a. Enforcement activity start date.

b. Speed and/or aggressive driving crashes and fatalities are reduced by 4% citywide when compared to the 10/01 to 06/30 time period from the previous year.

c. The number of speed and/or aggressive driving high visibility overtime enforcement operations conducted per quarter.

d. The number of speed and/or aggressive driving overtime enforcement operations conducted, and education/community activities conducted/participated in during the Southern Slow Down campaign.

e. Detail all educational/community outreach events conducted or participated in to increase speed and/or aggressive driving awareness per quarter.

f. The number of instances that speed and/or aggressive driving information and education is provided to the public through the use of multimedia outlets during the project period.

Part III: PROJECT DETAIL BUDGET

Project Title: Speed Enforcement Initiative

Project Number: SC-2027-00183

FDOT Contract Number: G3Y00

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	NARRATIVE	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
A. Personnel Services					
Overtime Salary and Benefits	Overtime Salary and Benefits for sworn law enforcement personnel, benefits to include FICA (Medicare only), Retirement, and Workers' Compensation.	$15,000	$0	$15,000	No
	Subtotal:	**$15,000**	**$0**	**$15,000**	
B. Contractual Services					
	Subtotal:	**$0**	**$0**	**$0**	
C. Expenses					
	Subtotal:	**$0**	**$0**	**$0**	
D. Equipment Costing $10,000 or More					
	Subtotal:	**$0**	**$0**	**$0**	
E. Indirect Cost					
%		$0		$0	
	Subtotal:	**$0**		**$0**	
	Total Cost of Project:	**$15,000**	**$0**	**$15,000**	

Part IV: PERFORMANCE REPORT

Project Title: Speed Enforcement Initiative

Project Number: SC-2027-00183

FDOT Contract Number: G3Y00

Minimum Performance Standards The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.
1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data to determine focus areas for targeted speed and aggressive driving enforcement.
4. Conduct speed and aggressive driving high visibility enforcement operations.
5. Conduct outreach/educational activities for speed and aggressive driving.

National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)
1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon execution of this Subgrant Agreement ("Agreement") for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient Agency and its Implementing Agency. This Agreement is line item specific and an amendment to the Agreement is required for any reallocation of funds provided herein.

FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT or "Department"), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this Agreement, as provided under applicable State or Federal law.

   In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this Agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the Project into compliance with this Agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

2. **Audit.** The administration of resources awarded through the Department to the Subrecipient 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. With the exception of documents protected by State law, the Subrecipient 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 Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient 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 Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, 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 Subrecipient 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 Subrecipient 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. Part VI to this Agreement provides the required Federal award identification information needed by the Subrecipient 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 Subrecipient 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 Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient 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 Subrecipient's audit period for each applicable audit year. In the event the Subrecipient 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 Subrecipient's resources obtained from other than Federal entities).

iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the Office of Management and Budget (OMB) website. 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 Subrecipient'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 Subrecipient 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 Subrecipient 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 CFR 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; and/or
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient'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. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

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

The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

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

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

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

(c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and 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 Subrecipient 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. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation (USDOT) and the Comptroller General of the United States, or their designees.

(d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's, FHWA's and/or NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

3. Offsets. If, after Agreement 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 the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed 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.

4. Buy America Act. The Subrecipient agrees to comply and require consultants and contractors to comply with USDOT, FHWA, and/or NHTSA Buy America requirements, including all applicable standards, orders, regulations, and waivers. For NHTSA funded Projects, Subrecipient agrees to comply with NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) as amended, herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is $5,000 or more, including motor vehicles, that is not produced in the United States. FHWA and/or NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.

Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

5. Clean Air Act and Federal Water Pollution Control Act. Subgrant agreements for amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of $150,000.

6. **Code of Conduct.** The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

   (a) The Subrecipient agrees to the following disclosures:

      i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to FHWA and/or NHTSA. The disclosure shall include a description of the action which the Subrecipient has taken or proposes to take to avoid or mitigate such conflict.

      ii. FHWA and/or NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, FHWA and/or NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of FHWA and/or NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

      iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by FHWA and/or NHTSA or with an organization whose interests may be substantially affected by FHWA and/or NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a Subrecipient, and the officers, employees or agents of a Subrecipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

7. **Conferences and Inspection of Work.** Conferences may be held at the request of any party to this Agreement. Representatives of the Department or the USDOT, or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

8. **Contract Work Hours and Safety Standards Act.** Where applicable, all subcontracts under this Agreement in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Debarment and Suspension.** No subcontract issued under this Agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 1200 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. **Disadvantaged Business Enterprises (DBE).**

   (a) The Subrecipient agrees to the following assurance:

   The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

(b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

11. Methods of Procurement. Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

12. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

(a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

13. Domestic Preference for Procurements. As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any Project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

15. **No Federal Obligation**. This Agreement is financed by federal funds. However, payments to the Subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, FHWA and/or NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.

16. **Nondiscrimination.** Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination (‘‘Federal Nondiscrimination Authorities’’). These include but are not limited to:

(a) 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), 49 CFR part 21, and 28 CFR 50.3;

(b) 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);

(c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);

(d) 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;

(e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

(f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–259), (broadens 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, Subrecipients and contractors, whether such programs or activities are Federally-funded or not);

(g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38; and

(h) Nondiscrimination Clause.

During the performance of this subgrant, the Subrecipient agrees:

(1) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

(2) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;

(3) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, FHWA and/or NHTSA;

(4) That, in the event the Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or FHWA and/or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

(5) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program.

17. **Ownership of Data and Creative Material.** The ownership of material, discoveries, inventions and results developed, produced, or discovered by this Agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

    The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

    The Federal Government has the right to:

    (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

    (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

18. **Political Activity.** The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

19. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

    (1) Procure or obtain;

    (2) Extend or renew a contract to procure or obtain; or

    (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

20. **Property Accountability.** The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this Agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this Agreement.

21. **Restrictions on Lobbying.** The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

    (a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:

        i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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;

        ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions;

        iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

        iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* ''grassroots'') lobbying activities, with one exception. This does not preclude a State official whose salary is supported with FHWA and/or NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

22. Termination and Suspension.

(a) **Generally**. If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR §200.340 through 200.343.

(b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

(c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

23. Human Trafficking. The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

24. Unauthorized Aliens. The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

25. Title VII - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

26. Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101 et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.

27. Integrity Certification. By signing this Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

28. Federal Encouragements.

(a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

(b) **Policy on Banning Text Messaging While Driving**. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Subrecipients are encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government;

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving; and

iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are $15,000 or more.

29. Reversion of Unexpended Subgrant Funds. All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

STATE REGULATIONS

30. Compliance with State Procurement of Personal Property and Services Laws. The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this Agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

(a) **Section 287.133 (2)(a), F.S.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(b) **Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

(c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

31. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this Agreement.

32. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

33. E-Verify. Subrecipients:

(a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Agreement; and

(b) Shall expressly require any 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 Agreement term.

(c) Shall adhere to the requirements in Section 448.095, F.S.

34. Indemnification and Insurance.

(a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

(b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."

(c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. The Subrecipient shall ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

35. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

36. Responsibility for Claims and Liability. To the extent permitted by law and subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this Agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this Agreement specifically agree that no provision in this Agreement is intended to create in the public or any member thereof, a third-party beneficiary, 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.

37. Restrictions on Lobbying. No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

38. Retention of Records. The Subrecipient 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 state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

39. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

MISCELLANEOUS PROVISIONS

40. **Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.
    i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
    ii. The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
    iii. The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.
41. **Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
42. **Department Not Obligated to Third Parties**. The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. 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.
43. **Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
44. **When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient 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 Subrecipient, 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.
45. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
46. **Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
47. **Bonus or Commission.** By execution of this Agreement the Subrecipient 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.
48. **Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:

    Florida Department of Transportation
    Attn: Traffic Safety Administrator
    State Safety Office, MS 53
    605 Suwannee Street
    Tallahassee, Florida 32399-0450
49. **Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
50. **Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
51. **Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

52. Agreement not Assignable. The Subrecipient may not assign any of its rights or obligations under this Agreement.

GRANT MANAGEMENT

53. Amendments. The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this Agreement. Amendments to this Agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this Agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this Agreement shall be in the form of a written request signed by one of the original signatories of this Agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

54. Disputes and Appeals. Any dispute, disagreement, or question of fact arising under this Agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing within 6 months of the end of the subgrant period. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this Agreement and in accordance with the Department's decision(s).

55. Equipment. Any equipment purchased under this Agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds. All equipment should be purchased by the Subrecipient within the first ninety days of the subgrant award date unless otherwise approved in writing by the FDOT State Safety Office.

(a) **Use of Equipment.** All equipment shall be used for the originally authorized Agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.

(b) **Equipment Costing $10,000 or More.** Equipment with a useful life of more than one year and an acquisition cost of $10,000 or more per unit shall be subject to the following requirements:

i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.

ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.

(c) **Disposition of Equipment Costing $10,000 or More.** In the event the equipment is no longer needed for the originally authorized Agreement purpose(s) or has reached the end of its useful life, Subrecipients shall use the Equipment Disposition Request Form 500-065-26 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.

(d) **Disposition of Equipment Costing Less than $10,000.** Equipment that does not meet the unit purchase price threshold of $10,000 shall be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition shall be noted in the Subrecipient files.

(e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.

(f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR § 200.313. The Subrecipient must use the equipment for the authorized purposes of the Project, whether or not the Project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR §200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the Project or in accordance with other authorized uses under 2 CFR §200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this Project or for other uses authorized by USDOT.

56. Expense Purchases for $200 or more: Any office, training, communication, or computer supplies (including computers) with a per item unit cost of $200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.

57. Excusable Delays. Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

58. How this Agreement is Affected by Provisions Being Held Invalid. 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. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

59. Ineligibility for Future Funding. The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

(a) Failure to provide the required audits;

(b) Failure to provide required performance and final narrative reports in the required time frame;

(c) Failure to perform work described in Part II of this Agreement;

(d) Failure to provide reimbursement requests and performance reports in the required time frame;

(e) Providing fraudulent performance reports or reimbursement requests; or

(f) Misuse of equipment purchased with Federal highway safety funds.

60. Performance. In the event of default, noncompliance, or violation of any provision of this Agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this Agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the Project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

61. Personnel Hired or Paid Under this Agreement.

(a) **Project Director.** Persons holding the position of Project Director for this Agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this Agreement.

(b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this Agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this Agreement. No other allocation method is allowable for reimbursement.

(c) **Bonuses or Stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for subgrant execution. Increases in subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Agreement are allowable and eligible for reimbursement.

(d) **Overtime.**

i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as “overtime”, per the Subrecipient policies will be eligible for reimbursement by this Agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.

ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iii. **Extra Duty Detail Pay.** Subgrant funds can be used to reimburse extra duty detail pay for officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for detail or extra duty pay outside of regular duties to receive reimbursement for officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iv. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient’s payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

62. Reports. The following reports are required for reimbursement of subgrant funding:

(a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this Agreement.

(b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31, unless otherwise approved in writing by the FDOT State Safety Office. A Final Narrative Report for a project funded by FHWA must meet the same standards and shall be submitted by July 31, unless otherwise approved in writing by the FDOT State Safety Office. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.

(c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.

(d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for Agreement monitoring.

63. Term of this Agreement. This Agreement shall begin on the date the last party signs and shall end on September 30 for NHTSA funded agreements and June 30 for FHWA funded agreements, unless otherwise stipulated by the FDOT State Safety Office on the first page on this Agreement. In the event this Agreement is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., 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 such 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 $25,000.00 and which have a term for a period of more than 1 year."

64. Travel.

(a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers.*

(b) **Authorization and Restriction.** All travel authorized under this Agreement shall be subject to any additional authorization requirements or restrictions imposed by Executive Order or other guidance from the Governor of Florida; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the Agreement period.

(c) **Prerequisite Approvals.** All Agreement travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the Agreement activities and is within the travel budget of the Project and relevant to the Project. Additional detail is required if the travel meets any of the following criteria:

i. Purchase of airfare;

ii. Travel to conference;

iii. Travel which includes a registration fee;

iv. Out-of-subgrant-specified work area travel; or

v. Out-of-state travel.

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

(d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed $225.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of $225.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the $225.00 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply. An exception to this lodging reimbursement limit may be granted for out-of-state travel if specifically approved in advance, in writing by the FDOT State Safety Office.

(e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.

(f) **Rental Vehicles**. Some rental companies will offer electric vehicles (EV); however, these types of vehicles are not allowable under this subgrant. Any electric vehicle rentals and associated fees will not be reimbursed under this subgrant.

65. Vehicles. Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this Agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

66. Allowable Costs. The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this Agreement shall be allowable.

67. Subcontract Agreements.

(a) **Requirement for Pre-Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and written approval. Approval of this Agreement does not constitute approval of subcontract agreements.

(b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:

i. Beginning and end dates of the subcontract agreement (not to exceed this Agreement period);

ii. Total contract amount;

iii. Scope of work/Services to be provided;

iv. Quantifiable, measurable, and verifiable units of deliverables;

v. Minimum level of service to be performed and criteria for evaluating successful completion;

vi. Budget/Cost Analysis; and

vii. Method of compensation/Payment Schedule.

(c) **Additional Required Clauses.**

i. **All subcontract agreements shall contain the following statement**:
"The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert Project number). A final invoice must be received by (insert date) or payment will be forfeited."

ii. **Buy American Act Clause** *(see Section 4 of Part V)*

iii. **Certification Regarding Federal Lobbying** *(see Section 21(a) of Part V)*

iv. **Cooperation with Inspector General** *(see Section 32 of Part V)*

v. **DBE Clause** *(see Section 10 of Part V)*

vi. **E-Verify Clause** *(see Section 33 of Part V)*

vii. **Nondiscrimination Clause** *(see Section 16(h) of Part V)*

viii. **Clean Air Act and Federal Water Pollution Control Act Clause** (subcontracts in excess of $150,000) *(see Section 5 of Part V)*

ix. **Integrity Certification Clause** *(see Section 27 of Part V)*

x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of $100,000) *(see Section 8 of Part V)*

xi. **Indemnification and Insurance** *(see Section 34(b) of Part V)*

xii. **Policy on Banning Text Messaging While Driving Act** *(subcontracts in excess of $15,000) (see Section 28(b) of Part V)*

xiii. **Human Trafficking Clause** *(see Section 23 of Part V)*

xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** *(see Section 12 of Part V)*

xv. **Termination for Convenience** *(see Section 22(c) of Part V)*

68. Indirect Costs. Indirect costs included in this Agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR Part 200, OMB's Uniform Grants Guidance 2024 Revision, and the Subrecipient's federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a maximum de minimis rate of 15% of modified total direct costs in the manner described in 2 CFR §200.414 will be used unless the Subrecipient elected to use a reduced indirect rate in the competitive concept paper application process. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and written approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

Subrecipients will be reimbursed for indirect costs up to the first $50,000 of each subcontract/subaward based on their federally approved negotiated indirect cost rate agreement. Under this Agreement, a subcontract and subaward are treated the same based on their requirement to contribute to the goals and objectives of the project, their purpose in carrying out a portion of the Federal award, and their overall contribution to project implementation.

69. Obligation of Subgrant Funds. Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this Agreement period. Only Project costs incurred on or after the effective date and on or prior to the end date of this Agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

70. Procedures for Reimbursement.

(a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).

(b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report). **ALL requests for reimbursement shall include FDOT Form 500-065-19 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

(c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient 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 Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) 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. Invoices for cost reimbursement subgrants 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 subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. 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: http://www.fldfs.com/aadir/reference_guide.htm

Listed below are types and examples of supporting documentation:

i. **Personnel Services.**

   a. **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 can be submitted. If this document does not reflect the information needed for a more thorough financial analysis, the Subrecipient shall submit additional pay documentation in a timely manner when requested.

   b. **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.

   c. **Workers' Compensation:** Subrecipients shall provide a Contribution Indication and Bind Order, or other documentation deemed equivalent, prior to the reimbursement of costs associated with workers' compensation. Self-insurers (municipalities and counties) shall be reimbursed using the current rate for class code 7720, as set by the National Council on Compensation Insurance (NCCI), unless sufficient documentation is provided to justify the use of a different rate or to show a lower rate was requested. All reimbursement of workers compensation costs shall be calculated in accordance with Rule 2 "Premium Basis and Payroll Allocation" of the NCCI's Basic Manual.

ii. **Contractual Services.** Should be supported by a copy of the approved, fully executed subcontract agreement, an invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.

iii. **Expenses.** Should be supported by a copy of any required pre-approvals, an invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.

v. **Equipment Costing $10,000 or More.** Should be supported by a copy of any required pre-approvals, an invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

vi. **Indirect Cost.** If the subgrant 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.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between colleges and universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

(d) **Non-Aligned Purchases Pre-Approval Requirement**: Pre-approval is required if there are any purchases that cross subgrant years (October 1st – September 30th) for NHTSA funded agreements. A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office within the first 90 days of the subgrant start date in draft form for review and approval. Only after the written approval from the FDOT State Safety Office is received can a purchase be made.

(e) **Frequency and Deadlines for Submission.**

i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner, or failure to establish and maintain communication with the FDOT State Safety Office regarding claim submissions, may result in this Agreement being terminated.

ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office. Such a request should be distinctly identified as Final and include FDOT Form 500-065-20 Final Narrative Report.

The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office.

(f) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this Agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.

(g) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of $10,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.

(h) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.

(i) **Artificial Intelligence (AI) Reimbrsement**. The purchase of software whose primary purpose is Artificial Intelligence (AI) software such as ChatGPT, Google AI, etc. are not an allowable expense under the subgrant. Any purchases of this software and associated fees will not be reimbursed under this subgrant.

(j) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.

(k) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, 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. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, 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 financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.

(l) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this Agreement term.

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

(n) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, F. S., the Subrecipient shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S. and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.

iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

v. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

71. Tracking and Retention of Financial Records. The Subrecipient 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 Subrecipients 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.

72. Program Income. Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the Agreement award during the Agreement period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the Agreement award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the Project.

73. **Registration for Attendance.** No activities funded under this Agreement shall charge a registration fee for attendance.

74. **Responsibility of Subrecipient.** The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this Project shall be disbursed in accordance with the provisions of the Project Detail Budget (Part III of this Agreement) as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

75. **Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.

76. **Enforcement.**

(a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.

(b) **Aircraft Enforcement**. Subgrant funding will not be utilized or reimbursed for enforcement from aircraft (airplane, helicopter, drone, etc.) without prior written approval from the FDOT State Safety Office.

(c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.

(d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this Agreement period.

(e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this Agreement.

High Visibility Enforcement is defined as:

Intense: Enforcement activities are over and above what normally takes place.

Frequent: Enforcement occurs often enough to create general deterrence.

Visible: A majority of the public sees or hears about the enforcement.

Strategic: Enforcement targets high-risk locations during high-risk times.

(f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.

(g) **Conforming Product List.** Any speed measuring device purchased with subgrant funding shall be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.

(h) **Impaired Driving Enforcement.**

i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.

ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving moblizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.

iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:

a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course;

b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course;

c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course;

d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course;

e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course; or

f. Be an active certified Drug Recognition Expert (DRE).

(i) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(j) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.

(k) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving moblization for Operation Southern Slow Down.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(l) **Teen Safe Driving Enforcment.**

i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations.

ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(m) **Campaign Reporting.** All law enforcement agencies that receive subgrant funding are strongly encouraged to report activity in NHTSA mobilizations to the Florida Law Enforcement Liaison Program during the campaign reporting periods

(n) **Administrative Hours Limitation.** Administrative hours may be charged to the subgrant; however, the total cost associated with administrative time shall not exceed 10 hours per month. It is the responsibility of the Subrecipient to ensure that all administrative charges are reasonable, necessary, and properly documented.

(o) **Emergency Response During Subgrant Funded Activities.** If a law enforcement emergency occurs during a subgrant-funded detail and response is required by an officer(s) working that detail, the officer(s) is allowed up to one hour of subgrant-time to respond and return to the traffic enforcement patrol. Any time beyond that hour, or costs related to additional emergencies during the detail, must be covered by the Subrecipient.

(p) **Additional Reports.** The FDOT State Safety Office reserves the right to request a copy of any subgrant-funded Computer Aided Report (CAD).

77. Public Service Announcements, Marketing, and Advertisements.

(a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.

(b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

i. What program/policy the paid media is supporting;

ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol;

iii. The amount allocated for paid media;

iv. Anticipated creative costs associated with the paid media; and

v. The measures that will be used to assess message recognition and penetration of the target audience.

(c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation", or "Funded by FDOT", or FDOT logo, "Brought to you by …." or "Provided by …" may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.

(d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this Agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

78. Public Information and Education Items. Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and written approval.

Requests should include the following:

(a) What public information or educational item is being requested;

(b) What program/policy is the item supporting;

(c) Who the target audience is;

(d) How the item will be distributed;

(e) Estimated unit cost(s) for the item; and

(f) Current inventory levels (if any) of the item.

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this Agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the Project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words “Funding provided by the Florida Department of Transportation” or “Funded by FDOT” shall appear on or in all items. “Brought to you by” or “Provided by” may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo “Use of NHTSA Highway Safety Grant Funds for Certain Purchases” (dated May 18, 2016), use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this Agreement.

79. Publication and Printing of Observational Surveys and Other Reports.

(a) **Review and Publication.** During this Agreement period, but before publication or printing, the final draft of any report or reports required under this Agreement or pertaining to this Agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After Agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.

(b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without prior written approval.

(c) **Required Language.** Each publication or other printed report covered by Paragraph 79(a) above shall include the following statement on the cover page:

i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.

ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

80. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

81. Special Conditions.

Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this Agreement are as follows:

CFDA Number and Title:

- ☑ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☐ 20.616 - National Priority Safety Program (NHTSA 405 Funds)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program)

***Federal Funds Awarded:** $15,000

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: 0%

****Award is for R&D:** No

*The federal award amount may change with supplemental agreements
**Research and Development as defined at 2 CFR §200.87

Federal resources awarded pursuant to this Agreement are subject to the following audit requirements:

(a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
www.ecfr.gov

Federal resources awarded pursuant to this Agreement may also be subject to the following:

(a) Federal Funding Accountability and Transparency Act (FFATA) System for Award Management (SAM)
www.sam.gov

(b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Award Identification Number (FAIN):	FAIN Award Date:
69A37526300004020FL0	03/30/2026

Project Title: Speed Enforcement Initiative

Project Number: SC-2027-00183

FDOT Contract Number: G3Y00

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

(For FDOT Use Only)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Authorized FDOT State Safety Office Representative

Date: _____
Date Signed

Reviewed for the Florida Department of Transportation:

By: _____
Authorized FDOT Attorney

Date: _____
Date Signed

SUBRECIPIENT

By: _____
Signature of Authorized Representative

Name: _____
Authorized Representative's Name Printed

Title: _____
Authorized Representative's Title Printed

Date: _____
Date Signed

IMPLEMENTING AGENCY

By: _____
Signature of Authorized Representative

Name: _____
Authorized Representative's Name Printed

Title: _____
Authorized Representative's Title Printed

Date: _____
Date Signed

City of Punta Gorda

Resolution No. _____-2026

A RESOLUTION OF THE CITY OF PUNTA GORDA, FLORIDA, ACCEPTING A SUBGRANT AWARD FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION UNDER THE SUBGRANT FOR HIGHWAY TRAFFIC SAFETY PROGRAM FOR THE SPEED ENFORCEMENT INITIATIVE (SUBGRANT NO. SC-2027-00183); RATIFYING THE CERTIFICATE OF ACCEPTANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Subgrant for Highway Traffic Safety Program is a state grant program administered by the Florida Department of Transportation (FDOT) to improve traffic safety and reduce crashes, serious injuries, and fatalities. Subgrants may be awarded for assisting in addressing traffic safety deficiencies, expansion of an ongoing activity, or development of a new program; and

WHEREAS, the Punta Gorda Police Department has applied for and been awarded subgrant funding for its Speed Enforcement Initiative from through the Florida Department of Transportation (Award No. SC-2027-00183).

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

1. The subgrant award in the amount of $15,000.00 for the Speed Enforcement Initiative from the Florida Department of Transportation (Subgrant No. SC-2027-00183), a copy of which is attached hereto and made a part hereof, is hereby accepted.

2. The Mayor execution of the Certificate of Acceptance on behalf of the City is hereby ratified.

3. This Resolution shall become effective immediately upon adoption.

ADOPTED in regular session of the City Council of the City of Punta Gorda, Florida, this 16th of November 2026.

_____
DEBORAH O. LUX, Mayor

ATTEST:

_____
SARA WELCH, CMC, City Clerk

APPROVED AS TO FORM:

_____
STEVEN LESKOVICH, J.D., Ed.D., City Attorney
FL Bar No. 0194840

CITY COUNCIL
CITY OF PUNTA GORDA
11/16/2026

CONSENT AGENDA

Title:	October 14, 2026, Regular Meeting Minutes
Funds:	Not applicable.
Recommended Action:	Approval of the minutes.
Summary:	The October 14, 2026, regular meeting minutes are available for review and approval.
Department/Division:	City Clerk

EXHIBITS:

1. October 14, 2026, Minutes

CITY OF PUNTA GORDA, FLORIDA
CITY COUNCIL REGULAR MEETING MINUTES
OCTOBER 14, 2026, 9:00 A.M.
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950

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

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

CALL TO ORDER

Mayor Lux called the meeting to order at 9:00 a.m.
Councilmember Denton provided the invocation, followed by the Pledge of Allegiance.
Councilmember Julian announced he would not be present for the October 26, 2026, pre-agenda meeting as he would be attending the Desert Storm Memorial event.

AGENDA APPROVAL

There were no changes to the agenda.

1) PROCLAMATIONS / PRESENTATIONS

1.a Mayor's Ambassador Award

Exhibits:
Cover Page

Mayor Lux presented the award to Richard Carr, retired Major General. Richard Carr spoke on his experience assisting with the establishment of the Vietnam Wall of Southwest Florida at Veterans Park in the City.

2) PUBLIC INPUT

Mayor Lux read a statement on public comment.

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.

Exhibits:
Cover Page

There were no introductions.

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

Exhibits:
Cover Page

Cynthia O'Hara spoke against constructing another pavilion in Gilchrist Park at the site of the former Bayfront Center. She expressed concern several Councilmembers had violated the Sunshine Law through use of a liaison.
Darcy Hanley, Punta Gorda Rotary, requested City Council establish a nonprofit advisory committee composed of relevant stakeholders to consider waiver of park rental fees for events held by nonprofit organizations.
Kathleen Davis noted this date at 5:30 p.m., the Charlotte High School homecoming parade would occur. She next encouraged everyone to purchase stamps in support of breast cancer from the local post office. She then expressed satisfaction with the drainage program for the east side of town.
Betsy Spagnolo, Team Punta Gorda, stated serving Punta Gorda was an honor, opining the work and efforts of local nonprofits should qualify them for event permit and park rental fee waivers.
Niles Higgins spoke on the events at the September 23, 2026, City Council meeting, speaking in favor of City Council appointing an investigator to determine what should happen as a result of Councilmember Lockhart's conduct.
Tim Ritchie provided copies of recent social media posts. He stated he would be sending a letter of intent to sue as City Council would not reprimand Councilmember Lockhart. He spoke on his work advocating for the environment and for the campaigns of certain Councilmembers.
Samuel Terpening thanked Mayor Lux for her speech prior to the public comment period. He spoke on use of the farmers market for political ends and Councilmember Lockhart's conduct on social media. He indicated he did not wish to be enemies with anyone; rather, he wanted the City to follow the law.
Joe Comeaux thanked Mayor Lux for her comments prior to the public comment period. He recalled prior incidences of the community coming together to advocate against measures before City Council, noting how vitriol had increased, particularly in recent years.
Glen Ritta spoke on recent police union negotiations, expressing hope that same could be brought to a resolution.

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

3.a QUASI-JUDICIAL: V-01-2026: A request by Jake Pretzell of Catalyst Design Group, as the Authorized Agent on behalf of Advent Health Port Charlotte Inc., Property Owner, for a variance pursuant to Chapter 26, Section 16.10, Punta Gorda Code, from multiple sections of Chapter 26 pertaining to parking requirements, to allow adequate parking facilities for a proposed hospital campus on an approximate 17.46-acre parcel located at 26072 Glasgow Avenue, Punta Gorda, Florida 33950. The applicant is requesting a variance from Punta Gorda Code, Chapter 26, Sections 10.2(a), 10.3(a), 10.7(b), and 10.7(c).
Exhibits:
Cover Page
Application
V-01-2026 Staff Report

City Attorney Leskovich read the request by title. He noted no members of the public had requested to be sworn in for the quasi-judicial proceeding.

Boyd Lawrence, Planning Director, explained that due to an advertising error, City Council would hold their public hearing on October 28, 2026. He reviewed the request for a variance from multiple sections of Punta Gorda Code, Chapter 26, to allow adequate parking facilities for the proposed hospital campus. He reviewed the application relative to the approval criteria for a variance as well as staff's findings, concluding that staff and the Board of Zoning Appeals recommended approval with the conditions outlined in the staff report.
Councilmember Lockhart noted the newspaper failed to publish the notice for this hearing in a timely manner; however, AdventHealth would not be delayed in proceeding with development of the property.
Councilmember Polk expressed desire for this item to have been processed more expeditiously.
Councilmember Julian stated he spoke with AdventHealth's Chief Executive Officer, who indicated supply chain issues with steel were delaying their construction by 2 months.
Councilmember Lockhart and **Mayor Lux** expressed desire to examine establishing a carveout for parking allowed for hospitals and other medical facilities in the Land Development Regulations.
Consensus of City Council was to continue this hearing to the October 28, 2026, City Council meeting and to schedule a future agenda item concerning parking requirements for hospitals and other medical facilities.

3.b QUASI-JUDICIAL: V-04-2026: A request by The Islands Kitchen and Cocktail House, Applicant, on behalf of PGFL Associates LLC, Property Owner, for a variance pursuant to Chapter 26, for a variance pursuant to Chapter 26, Section 16.10, Punta Gorda Code, from the waterfront setback requirements of Sections 3.8(g)(5) and 8.19, Punta Gorda Code, to allow a 10-foot waterfront setback instead of the required 25-foot waterfront setback, at 1200 West Retta Esplanade.

Exhibits:
Cover Page
Application
Additional Evidence from September 29, 2026, BZA Meeting
V-04-2026 Staff Report

City Attorney Leskovich read the request by title and confirmed no member of the public desired to be sworn in as a participant of the quasi-judicial proceeding.
Boyd Lawrence, Planning Director, reviewed the request for a variance from Chapter 26, Sections 3.8(g)(5) and 8.19, Punta Gorda Code, to allow a 10-foot waterfront setback for an outdoor seating deck extension instead of the minimum 25-foot setback. He reviewed the application relative to the approval criteria for a variance as well as staff's findings, concluding that staff recommended the following conditions of approval: (1) the proposed covered deck maintain a minimum 10-foot clear pedestrian, bicycle, and emergency access route between the deck and the seawall; (2) the proposed covered deck be constructed in accordance with the approved site plan and all applicable Florida Building Code, floodplain, and City requirements; (3) variance shall only apply to the proposed covered deck associated with the existing restaurant use and shall not be construed as approval of any additional development or expansion beyond that shown on the approved plans; and (4) variance shall expire 6 months after the

date of approval unless a building permit has been issued for the project prior to the expiration date.
Councilmember Lockhart recalled Fishermen's Village had agreed access to the Harborwalk would be maintained, receiving confirmation from Boyd Lawrence no tables would be permitted for placement beyond the approved setback.
Mayor Lux inquired if the remaining 10-foot setback would be sufficient for firetruck access.
Holden Gibbs, Fire Chief, stated the Fire Department maintained access from the opposite side.
Mayor Lux then questioned if the correct property owner was identified in the application.
City Attorney Steven Leskovich replied PGFL Associates LLC was the receiver during the bankruptcy proceedings. He expressed concern regarding this variance request related to execution of the application by a prior property owner. He suggested this item be tabled or denied on its face with the business to submit a new application with appropriate documentation.
Councilmember Julian inquired as to why these matters were just now being raised.
City Attorney Leskovich replied he first reviewed this item as it came forward to City Council.
Councilmember Lockhart **MOVED** to continue this variance request to October 28, 2026.
Discussion ensued regarding the options to continue the public hearing or approve the request contingent upon certain conditions.
Councilmember Lockhart **RESCINDED** her motion.
City Attorney Leskovich indicated the applicant would need to return for approval related to Phase 2. He swore in Kirk Brown as a quasi-judicial proceeding participant.
Kirk Brown explained the request was intended to raise the area used for outdoor dining, indicating there would be 122 seats outside.
Mayor Lux opened the floor and called for public comment.
City Attorney Leskovich swore in Cindy O'Hara.
Cindy O'Hara questioned if the application needed to be amended.
City Attorney Leskovich swore in Niles Higgins.
Niles Higgins questioned what would keep guests from encroaching on the accessible pathway.
City Attorney Leskovich swore in Barbara Little.
Barbara Little spoke in favor of the request.
Councilmember Lockhart **MOVED** closure of the public hearing, **SECONDED** by Councilmember Julian.
MOTION UNANIMOUSLY CARRIED.
Councilmember Lockhart **MOVED** to continue the item to October 28, 2026, in order for the applicant to submit additional materials to bring the application into legal compliance, **SECONDED** by Councilmember Polk.
MOTION UNANIMOUSLY CARRIED.

NOTE: A 10-minute break was called at 10:28 A.M.

4) ORDINANCES / RESOLUTIONS (No Public Hearing Required)

4.a Resolution of the accepting a staffing for adequate fire and emergency response (SAFER) Grant Award from the Federal Emergency Management Agency (FEMA) for the hiring of nine (9) additional firefighters; authorizing the City Manager to execute the Grant Agreement and all related documents; providing for the city's required cost share.

Exhibits:

Cover Page
Resolution SAFER Grant
EMW-2025-FF-00084- Award Package
FY 2025 SAFER Grant Program Notice of Funding Opportunity

City Attorney Leskovich read the resolution by title.
Holden Gibbs, Fire Chief, explained that the City had received a Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) grant that would fund personnel costs for 9 additional firefighters. He stated this would bring staffing per apparatus up to 4, as recommended by the National Fire Protection Association, outlining safety benefits to the community. He indicated funding would be provided beginning March 2027 and ending March 2030 as follows: (1) first year - grant funds 75% per firefighter; (2) second year - 75% per firefighter; (3) 35% per firefighter.
Councilmember Lockhart questioned if increased staffing on fire apparatus would improve the City's insurance rates.
Holden Gibbs replied the Insurance Services Organization (ISO) had previously indicated the lack of additional personnel was holding the City back from better insurance rates. He stated that once the firefighters were in place, staff would request the ISO return to reevaluate the City.
Councilmember Lockhart **MOVED** approval of the resolution, **SECONDED** by Councilmember Polk.
MOTION UNANIMOUSLY CARRIED.

5) CONSENT AGENDA

Councilmember Lockhart **MOVED** approval of the Consent Agenda, **SECONDED** by Councilmember Polk.
MOTION UNANIMOUSLY CARRIED.

5.a Road Closure Request - Event Permit - 26-0019664 13th Annual Punta Gorda Pub Crawl, February 27, 2027

Exhibits:

Cover Page
Application
Road Closures

5.b Road Closure Request - Event Permit - 26-0019661- 48th Annual Christmas Parade, December 12, 2026

Exhibits:

Cover Page
Application
Road Closures

5.c Road Closure Request - Event Permit 26-00196666 - Fishermen's Lighting of the Village - November 14, 2026
Exhibits:
Cover Page
Application

5.d Final BluSky Invoicing for Emergency Mitigation Services Rendered for Hurricane Helene.
Exhibits:
Cover Page
Payment and Invoice Summary
Damage and Deductible Spreadsheet
*BluSky Detailed Invoicing City Hall Annex
BluSky Invoicing City Hall Annex Claim 431764
BluSky Invoicing City Hall Annex Claim 240020678
BluSky Detailed Invoicing Herald Court
BluSky Invoicing Herald Court Claim 431764
BluSky Invoicing Herald Court Claim 240020678

5.e Final BluSky Invoicing for Emergency Mitigation Services Rendered for Hurricane Milton.
Exhibits:
Cover Page
Payment and Invoice Summary
Damage and Deductible Spreadsheet
BluSky Detailed Invoice City Hall
BluSky Invoicing City Hall Claim 432129
BluSky Detailed Invoice City Hall Annex
BluSky Invoicing City Hall Annex Claim 432129
BluSky Invoicing City Hall Annex Claim 240024940
BluSky Detailed Invoice Herald Court
BluSky Invoicing Herald Court Claim 432129
BluSky Invoicing Herald Court Claim 240024940

5.f Council Approval of the Downtown Farmers Market Operating Agreement
Exhibits:
Cover Page
Downtown Farmers Market Operating Agreement

5.g August 26, 2026, Regular Meeting Minutes
Exhibits:
Cover Page
August 26, 2026, Minutes

5.h September 8, 2026, Pre-Agenda Meeting Minutes
Exhibits:
Cover Page
September 8, 2026, Pre-Agenda Minutes

5.i September 9, 2026, Regular Meeting Minutes
Exhibits:

Cover Page
September 9, 2026, Minutes

5.j September 9, 2026, Budget Hearing Minutes
Exhibits:
Cover Page
September 9, 2026, Budget Hearing Minutes

5.k September 21, 2026, Pre-Agenda Meeting Minutes
Exhibits:
Cover Page
September 21, 2026, Pre-Agenda Meeting Minutes

5.l September 23, 2026, Budget Hearing Minutes
Exhibits:
Cover Page
September 23, 2026, Budget Hearing Minutes

5.m Demolition Permits Update
Exhibits:
Cover Page
Demolition Permits

6) REGULAR AGENDA

6.a YMCA Cooper Street
Exhibits:
Cover Page
Presentation

Chris Sapp, YMCA Vice President of Operations, provided a presentation reviewing recent activities at the Cooper Street Recreation Center (Rec Center).
Connie Payne, NAACP Charlotte County Branch 509-3B President, spoke on the 2026 Juneteenth celebration at the Rec Center this year, indicating they had been helpful to work with and would host the 2027 Juneteenth celebration as well. She stated participation with the YMCA by the community had picked up and expressed optimism for continued partnership and participation.
Chris Sapp continued his review of the YMCA's activities at the Rec Center over the past year.
Councilmember Denton remarked positively on increased community participation.

6.b City Clerk Annual Evaluation
Exhibits:
Cover Page
City Clerk Evaluation Scores - 2026
District 1
District 2
District 3
District 4
District 5

Courtney Buckles, Risk Coordinator, presented the evaluation scores for the City Clerk, indicating she was eligible for up to a 4% merit increase.
Consensus of City Council was to make the merit increase retroactive.
Courtney Buckles inquired as to what percentage increase should be provided.
Councilmember Julian indicated he was amenable to a 4% increase.
Councilmember Lockhart stated she was in favor of a 4% increase based on increased work in the City Clerk's Office.
Mayor Lux acknowledged the increased workload in the office; however, she expressed concern regarding the impact of the proposed property tax amendment when considering merit increases.
Councilmember Lockhart **MOVED** approval of a 4% merit increase retroactive to September 1, 2026, **SECONDED** by Councilmember Julian.
MOTION UNANIMOUSLY CARRIED.

6.c City Manager Annual Evaluation

Exhibits:

Cover Page
City Manager Evaluation Scores - 2026
District 1
District 2
District 3
District 4
District 5

Courtney Buckles, Risk Coordinator, presented the evaluation scores for the City Manager, indicating she was eligible for up to a 4% merit increase.
Councilmember Julian thanked City Manager Reichert for her leadership, expressing desire to provide her a 4% merit increase retroactive to April 8, 2026.
Councilmember Lockhart expressed appreciation for City Manager Reichert's work; however, she expressed concern regarding the role of the Assistant City Manager. She requested a presentation on his day-to-day duties to evaluate the value the role provided the City. She then stated she believed City Manager Reichert had been brought on at the prior City Manager's salary.
Councilmember Denton expressed satisfaction with the Assistant City Manager's work promoting the City; however, she was concerned there was a deficit in the City Manager's Office's skillset. She stated she was not in favor of a 4% increase.
Courtney Buckles clarified City Manager Reichert did not start in the position at the prior City Manager's salary.
Councilmember Denton received confirmation the City Manager's current salary was $185,016, voicing preference to hold her pay steady.
Councilmember Polk expressed appreciation for City Manager Reichert's work, speaking in favor of holding her pay steady.
Mayor Lux acknowledged concerns regarding the Assistant City Manager's role, suggesting City Manager Reichert speak on same.
City Manager Reichert noted her 15 years of experience as an economic development professional made her an appropriate choice for participation in economic development meetings. She spoke on the Assistant City Manager's skills and work to date. She indicated the City did not have sites for the type of industrial economic development desired; rather, the City was set up to attract

businesses such as restaurants, and those were dependent on the number of residents in the City. She indicated she and the Assistant City Manager could provide a presentation on his role.
Mayor Lux indicated she had considered a 3% raise for both the City Manager and the City Clerk. She suggested a cost-of-living increase be considered in future as merit increases might be paused pursuant to property tax reform. She pointed out City Manager Reichert worked hard for her salary.
Courtney Buckles noted during contract development, it was discussed that the City Manager's salary should reflect her top leadership role.
Mayor Lux confirmed consensus of City Council was to make any merit increase retroactive to April 8, 2026. She expressed desire to provide the City Manager an increase.
Councilmember Polk voiced preference to examine the salary of supervisors under the City Manager in order to ensure she was compensated appropriately.
Councilmember Lockhart stated she was amenable to the City Manager's pay remaining at its current rate.
Mayor Lux received confirmation the City Clerk's new annual salary would be $111,000.
Councilmember Denton recalled the Police Chief's salary had been a consideration in the starting salary for the City Manager, stating the Police Chief had been in her position for some time.
Courtney Buckles noted the second highest paid City employee received $181,396 and was coming up on an annual merit increase opportunity. She noted the merit increase had been included in the budget for Fiscal Year 2026.
Councilmember Lockhart **MOVED** approval to hold the City Manager's salary flat.
MOTION FAILED FOR LACK OF A SECOND.
Councilmember Polk inquired as to the impact of a 2% merit increase.
Courtney Buckles replied same would amount to $188,718.40, which would be $130 more than the Police Chief's salary if she received a 4% merit increase. She noted a 3% increase would amount to $190,569.60.
Councilmember Polk **MOVED** approval of a 2% raise, **SECONDED** by Councilmember Denton.
AYE: Denton, Lux, Polk.
NAY: Julian, Lockhart.
MOTION UNANIMOUSLY CARRIED.
City Manager Reichert thanked City Council for their consideration and discussion.

6.d Award of Amendment to Carollo Engineers, Inc., of Sarasota, FL, to provide professional services to replace the Powder Activated Carbon (PAC) system at the Shell Creek Water Treatment Plant.

Exhibits:
Cover Page
Agreement
Recommendation for Award

Anne Heinen, Procurement Manager, reviewed the history of the master agreement with Carollo Engineers for engineering services for public water supply, indicating this amendment would provide for professional services to replace the powder-activated carbon system at the Shell Creek Water Treatment Plant at a total cost of $296,340 with a timeframe for completion of 12 months.

Councilmember Lockhart **MOVED** award of the amendment to Carollo Engineers, **SECONDED** by Councilmember Polk.
MOTION UNANIMOUSLY CARRIED.

6.e Project Updates
Exhibits:
Cover Page
Capital Improvements Program Project Updates
Utilities Project Log
Public Works Project Log

City Manager Reichert provided updates on City projects.
A brief discussion was held regarding the status of the automated meter infrastructure solicitation and the proposed improvements to the former Bayfront Center site.

7) BOARDS / COMMITTEE

7.a Announcement of Vacancies: Building Board (1 consumer advocate alternate)
Exhibits:
Cover Page
Building Board

City Clerk Welch announced the vacancy.

7.b Announcement of Vacancies: Code Enforcement Board (1 alternate)
Exhibits:
Cover Page
Code Enforcement Board

City Clerk Welch announced the vacancy.

7.c Announcement of Vacancies: Historic Preservation Advisory Board (1 regular and 1 alternate)
Exhibits:
Cover Page
Historic Preservation Advisory Board

City Clerk Welch announced the vacancies.

7.d Nominations: Police Officers' Pension Board (1 City resident member)
Exhibits:
Cover Page
O'Halloran Application
Police Officers' Pension Board

City Clerk Welch explained City Council could nominate or nominate and reappoint Jerry O'Halloran at this time, or continue to announce the vacancy.
Councilmember Julian **MOVED** nomination and reappointment of Jerry O'Halloran, **SECONDED** by Councilmember Denton.
MOTION UNANIMOUSLY CARRIED.

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

Exhibits:

Cover Page
Carpenter Application
Historic Preservation Advisory Board

City Clerk Welch explained City Council could nominate or nominate and appoint Gregory Carpenter at this time, or continue to announce the vacancy.
Councilmember Julian **MOVED** nomination and appointment of Gregory Carpenter, **SECONDED** by Councilmember Lockhart.
MOTION UNANIMOUSLY CARRIED.
Mayor Lux expressed desire to review the qualifications for the Historic Preservation Advisory Board.
City Attorney Leskovich suggested the bylaws be amended to express preference for residency in the historic district.
Consensus of Council was to do so.

8) REPORTS FROM CITY OFFICERS

8.a City Clerk

Exhibits:

Cover Page

City Clerk Welch expressed thanks for the opportunity to serve her hometown, indicating she was planning to begin sending monthly updates to City Council on projects in her department.

8.b City Manager

Exhibits:

Cover Page

City Manager Reichert reported on the following: (1) the Punta Gorda Mural Society was considering placement of the Punta Gorda Rotary mural on the Sea Grape Gallery building; (2) Halloween road closures would be brought forward for approval at the October 28, 2026, meeting; (3) staff was examining installation of an automated external defibrillator at Gilchrist Park pursuant to a resident's request; (4) in order to implement neighborhood speed limits, a traffic study would be required and would cost approximately $60,000. She then thanked Council for her raise and indicated she looked forward to working together over the next year.

8.c City Attorney

Exhibits:

Cover Page

City Attorney Leskovich reported that Icard Merrill had been dismissed as the plaintiff's attorney for the Bert Harris claim and claim for injunctive relief and declaratory judgment based on a substantial and material conflict of interest. He thanked City Manager Reichert for her dedication.

9) COUNCIL MEMBER COMMENTS

Councilmember Lockhart noted she and Councilmembers Polk and Julian would be in the dunk tank, noting same would raise funds for good causes. She then stated the video referenced during public comment had been doctored, indicating she would never harm anyone. She stated she had and would continue to use social media to communicate with residents. She stated she would continue to call point of order when she felt decorum was not being maintained. She applauded Mayor Lux for the statement she made regarding decorum. She stated she had retained legal counsel regarding false accusations made against her and would not be commenting on specifics per her legal counsel's advice.
Councilmember Denton noted Cole Kelly was working on an app to assist with marina reservations. She suggested an online app should be considered for reservation of park facilities. She indicated she spoke with Congressman Greg Steube's office about the need for a breakwater at the City's marina, suggesting same was needed for wave action during storms. She then questioned how to participate in the homecoming parade. City Manager Reichert noted online applications were already in the works.
Councilmember Julian invited all to attempt to knock him into the dunk tank this Saturday at the Fall Festival.
Councilmember Polk spoke regarding requests for fee waivers.
City Manager Reichert replied an agenda item was forthcoming to help Councilmembers consider the costs for events when considering waivers for nonprofits.
Councilmember Polk noted the City was still in negotiation with the police union. She then indicated she would continue to advocate for a neighborhood speed limit to enhance the City's walkability. She concluded by noting she would be in the dunk tank at 1:30 p.m. on Saturday.
Mayor Lux stated she had a prior commitment with her own nonprofit this Saturday. She thanked Congressman Greg Steube for his support with federal funding for Trabue Park. She agreed with Councilmember Lockhart that there was negativity out there, expressing thanks for Councilmembers coming together to work for the City.

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.
Exhibits:
Cover Page

Cynthia O'Hara spoke against the pavilion proposed at the former Bayfront Center site, opining the City was not responsible for providing the Learn to Sail Program with space. She spoke against any liaison between councilmembers.
Wendy Mueller spoke on the United States Postal Service's breast cancer stamp contest, noting the City's post office had won the competition for 9 years.
Samuel Terpening opined City Council was not being fiscally responsible. He expressed desire for the City to be sued related to Councilmember Lockhart's conduct.
Tim Ritchie spoke on his efforts campaigning for Councilmembers and City Manager Reichert, indicating he would be submitting a letter of intent to sue the City based on failure to reprimand Councilmember Lockhart. He stated a subpoena would be forthcoming for Councilmember Lockhart's social media

records. He then spoke on a police report indicating he had threatened harm against Tara Zajas.
Cullen Andrew spoke against Councilmember Lockhart's behavior, requesting she not intimidate others. He spoke in favor of City Council upholding standards.

ADJOURNMENT

The meeting adjourned at 12:12 p.m.

CITY COUNCIL
CITY OF PUNTA GORDA
11/16/2026

CONSENT AGENDA

Title:	Invoice of Leskovich Law Group, P.A. for legal services rendered through October 2026 in the amount of $9,250.00
Funds:	General
Recommended Action:	City Council approval.
Summary:	Invoice Number 1026 for legal services. City Attorney invoices are brought before Council for approval. Fiscal-year-to-date expenses total $98,368.36
Department/Division:	City Manager / Legal

EXHIBITS:

1. October Invoice 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. 1026

October 2026

DATE	SERVICES	TIME	RATE	TOTAL
10/01/2026	Seawall Staging	0.75	200.00	150.00
10/01/2026	ADA	1.0	200.00	200.00
10/01/2026	PGFD SAFER	1.25	200.00	250.00
10/01/2026	CCSO Interlocal	0.50	200.00	100.00
10/01/2026	Taylor Road Cemetery	1.25	200.00	250.00
10/05/2026	FEMA Sur-Reply	1.50	200.00	300.00
10/05/2026	FLUEDRA Discussion with Counsel	0.25	200.00	50.00
10/05/2026	Hold Harmless	0.25	200.00	50.00
10/05/2026	FEMA	1.25	200.00	250.00
10/06/2026	ADA	0.25	200.00	50.00
10/07/2026	451 W Marion Ave. meeting and letter	2.25	200.00	450.00
10/07/2026	Easement Reconstruction Analysis	1.0	200.00	200.00
10/07/2026	Learn to Sail	0.75	200.00	150.00
10/08/2026	Meeting at Annex	1.0	200.00	200.00
10/09/2026	BSI 70 Units	0.75	200.00	150.00
10/09/2026	Concrete Batch Plant	0.50	200.00	100.00
10/12/2026	Prepare for and attend Pre-Agenda	1.25	200.00	250.00
10/12/2026	Procurement Bid Analysis	1.00	200.00	200.00
10/13/2026	Cemetery Meter	0.75	200.00	150.00
10/13/2026	Magistrate	1.0	200.00	200.00
10/13/2026	401 Norma Ct.	0.25	200.00	50.00
10/14/2026	Prepare for and attend City Council Meeting	5.0	200.00	1000.00
10/15/2026	Records request review	0.25	200.00	50.00
10/15/2026	Harbour Inn Resort and Hotel	0.50	200.00	100.00
10/15/2026	IAFF	1.0	200.00	200.00
10/16/2026	Wage Encryption Demand	0.25	200.00	50.00
10/19/2026	Directors Meeting	0.75	200.00	150.00
10/19/2026	Code Pre-Agenda and Code Compliance Procedure Meeting	2.0	200.00	400.00
10/20/2026	Magistrate Interviews	2.25	200.00	450.00
10/20/2026	AMI Review	0.50	200.00	100.00
10/21/2026	Code Board Meeting	2.25	200.00	450.00

10/21/2026	Perry Gemmel and Code Compliance	0.75	200.00	150.00
10/26/2026	Pre Agenda Prep and Attendance	1.0	200.00	200.00
10/26/2026	Code Compliance Meeting	1.25	200.00	250.00
10/27/2026	BGK Law Firm appeal consultation	0.50	200.00	100.00
10/27/2026	HPB and CC Joint Meeting	1.50	200.00	300.00
10/28/2026	Prepare for and attend City Council Meeting	5.5	200.00	1100.00
10/29/2026	FEMA Meeting	1.0	200.00	200.00
10/30/2026	HR Retirement	0.50	200.00	100.00
10/30/2026	Sculpture in Park	0.75	200.00	150.00
TOTAL		**46.25**		**$9,250.00**

CITY COUNCIL
CITY OF PUNTA GORDA
11/16/2026

REGULAR AGENDA

Title: *Legislative Update

Funds:

Recommended Action: Update to Council from our Lobbyist.

Summary: Lobbyist Rosanna Catalano, Esq. with Arrow Group has come to update the City Council.

Department/Division: City Manager

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
11/16/2026

BOARDS / COMMITTEE

Title:	City Council Service Board and Committee Assignments
Funds:	Not applicable.
Recommended Action:	For City Council discussion and action.
Summary:	During the annual City Council reorganization meeting, one of Council's discussions is to determine the annual service board assignments. Service boards are those boards which have either a long-standing relationship and/or long-standing request for Council representation, have a statutory or legislative requirement for Council participation, and/or are of significant importance to the City as a whole. Attached is a listing of those boards with a brief description. Councilmembers need to determine who will serve on each of the boards.
Department/Division:	City Clerk

EXHIBITS:

1. Council Service Board Descriptions
2. Previous Service Board Selections

Charlotte County Airport Authority (Councilmember – non-voting board member)
Operates and manages the Punta Gorda Airport and surrounding commerce park.
Meetings held at the Charlotte County Airport Authority Board Meeting Room, 7375 Utilities Road, Building 313, Punta Gorda, FL.
Meetings scheduled for the third Thursday of each month, beginning at 9 a.m.

Charlotte County Veteran's Council (Councilmember or designee – non-voting associate member)
Supports organizations of the Council. Promotes Americanism and patriotism, cooperating with local authorities and other interested parties. Supports programs or events that serve the best interest of military veterans, their families, surviving spouses, and orphaned children. Collaborate with other agencies related to the welfare of veterans.
Meetings held at the Family Services Center, 21500 Gibralter Drive, Port Charlotte, FL 33952.
Meetings scheduled for the final Monday of each month, beginning at 11 a.m.

Charlotte Harbor Environmental Center - (Councilmember)
Promotes environmental education, recreation in Charlotte County, and environmental research. Discusses funding, budgeting, grant applications, and grants received as well as approves any new contracts, expenditures, and organization workings of CHEC. This is a not-for-profit organization.
Meetings held at 10941 Burnt Store Road, Admin Meeting Room, Punta Gorda, FL 33955.
Meeting schedule to be released. Typically scheduled for the first Thursday every other month at 4:30 p.m.

Coastal & Heartland National Estuary Partnership – Policy Committee - (Councilmember)
Federally funded Enivornmental Protection Agency project. Establishes general policy for the Partnership and has ultimate authority in program administration. Appoints members to other Partnership Committees and approves the budget.
Meetings held at Centennial Park, 1185 Centennial Boulevard, Port Charlotte, FL 33953.
Meetings scheduled for: January 21, 2027; May 20, 2027; September 16, 2027, beginning at 9 a.m.

Community Action Agency Advisory Board – (Councilmember or designee)
Develops and recommends policies to better serve the low-income residents of Charlotte County.
Family Services Center, 21500 Gibralter Drive, Port Charlotte, FL 33952.
Meetings scheduled for the fourth Thursday of January, April, July, October, beginning at 1 p.m.

Drug Free Punta Gorda (Councilmember - liaison only)
Promotes awareness, knowledge, and skills to establish and advance health and drug-free choices among the community's youth.
Meetings held at the Drug Free Punta Gorda office, second gated entrance on the right on Indian Creek Lane behind East Elementary School, which is located at 27050 Fairway Dr, Punta Gorda, FL 33982.
Meetings scheduled as called.

Metropolitan Planning Organization - (Elected official)
Primary agency responsible for transportation planning in Charlotte County.
Meetings generally held at the Charlotte County Administration Center, 18500 Murdock Circle, Room 119, Port Charlotte, FL, 33948.
Meetings scheduled for: January 25, 2027*; February 26, 2027*; March 29, 2027; May 5, 2027*; May 17, 2027; July 26, 2027; October 18, 2027; December 20, 2027. Meetings typically begin at 2 p.m. except for the starred meetings that respectively begin at 11 a.m., 9:30 a.m., and 10 a.m.

Punta Gorda Housing Authority - (Councilmember – non-voting board member)
Establishes policies and goals for the housing program and monitors the overall operation of the Authority.
Meetings held at the Punta Gorda Housing Authority offices at 340 Gulf Breeze Ave, Punta Gorda, FL 33950.
Meetings scheduled for the third Thursday of each month, beginning at 8:30 a.m.

Southwest Florida League of Cities - (Elected or appointed official)
Studies municipal issues and promotes improvement of municipal government and efficient administration. Provides mutual assistance in the solution of municipal problems. Promotes communications and the exchange of ideas and experience in successful methods of local administration. Strives to create greater civic consciousness among citizens and to encourage and work for the welfare of the municipalities of Southwest Florida.
Meetings held at the Doubletree by Hilton at Bell Tower Shops, 13051 Bell Tower Drive, Fort Myers, FL 33907.
Meetings scheduled for the third Thursday of each month, beginning at 11:30 am.

Southwest Florida Regional Planning Council (Elected official)
Local planning council encompassing the counties of Charlotte, Collier, Glades, Hendry, Lee, and Sarasota, including one municipal representative for each county. Protects and improves the unique and relatively unspoiled character of the region's physical, economic, and social environment for the benefit of future generations.
Meetings held at the South Florida Water Management District Office, 2301 McGregor Boulevard, Fort Myers, FL 33901.
Meetings scheduled for the third Thursday of each month, beginning at 9 a.m. or 10 a.m.

Tourist Development Council - (2 elected officials per Florida Statute)
Works to promote tourism in Charlotte County.
Meetings held at the Charlotte County Administration Center, 18500 Murdock Circle, Room B-106, Port Charlotte, FL, 33948.
Meetings scheduled for the second or third Friday of February, April, June, August, October, and December, beginning at 9 a.m.

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

Exhibits:

Cover Page

Council Service Board Descriptions

City Clerk Welch requested Councilmembers determine who would serve on each service board.
Discussion ensued with appointments being made to the various boards as follows:

Charlotte County Airport Authority - Councilmember Polk

Charlotte County Veterans' Council - Mayor Lux and Councilmember Julian

Charlotte Harbor Environmental Center - Councilmember Denton

Coastal and Heartland National Estuary Partnership Policy Committee - Mayor Lux

Community Action Agency Advisory Board - Councilmember Lockhart

Drug Free Punta Gorda - Rotation between Councilmembers

Metropolitan Planning Organization - Councilmember Polk

Punta Gorda Housing Authority - Councilmember Lockhart

Southwest Florida League of Cities - Councilmember Julian

Southwest Florida Regional Planning Council - Mayor Lux

Tourist Development Council - Councilmembers Denton and Lockhart

CITY COUNCIL
CITY OF PUNTA GORDA
11/16/2026

BOARDS / COMMITTEE

Title:	**Announcement of Vacancies:** Building Board (1 consumer advocate alternate)
Funds:	Not applicable.
Recommended Action:	Staff recommends City Council announce the vacancy.
Summary:	City Council has amended the Building Board's bylaws to establish an additional alternate seat for a consumer advocate, thereby creating this vacancy. **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
11/16/2026

BOARDS / COMMITTEE

Title: **Announcement of Vacancies:** Burnt Store Isles Canal Advisory Committee (1 regular)

Funds: Not applicable.

Recommended Action: City Council announce the vacancy.

Summary: Brian Berke recently resigned from the Burnt Store Isles Canal Advisory Committee, thereby creating a vacancy for 1 regular seat for a 3-year term.

Burnt Store Isles Canal Advisory Committee – Meets monthly on the 2nd Tuesday at 1:30 p.m. at City Council Chambers, 326 W. Marion Avenue, Punta Gorda FL 33950. City residency within Burnt Store Isles Canal Maintenance Assessment District required. Five-member board with one alternate member. Three-year terms. Maximum of three terms.

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
11/16/2026

BOARDS / COMMITTEE

Title: **Announcement of Vacancies:** Historic Preservation Advisory Board (1 regular and 1 alternate)

Funds: Not applicable.

Recommended Action: City Council announce the vacancies.

Summary: Terry Zeigler and Samantha Motich recently resigned from the Historic Preservation Advisory Board, thereby creating a vacancy for 1 regular seat and 1 alternate seat for 3-year terms.

Historic Preservation Advisory Board – Meets monthly on the 4th Thursday at 9:00 a.m. at Laishley Community Room, 120 Laishley Court, Punta Gorda FL 33950. City residency required. Five-member board with one alternate member. Three-year terms. Maximum of three terms.

Identifies for the City Council historically significant structures and sites that should be considered for designation as a "Local Historic Landmark" or be nominated for listing on the Florida Master Site File and the National Register of Historic Places. Makes recommendations of the policies for the protection of historically significant structures and sites. Makes recommendations to staff with regard to certificates of appropriateness for any demolition, variance, sign or relocation of structures. Promotes public awareness of historic archaeological preservation and its community benefits.

Department/Division: City Clerk

EXHIBITS:

1. Historic Preservation Advisory Board

City of Punta Gorda, FL

Historic Preservation Advisory Board

Board Details

Identifies for the City Council historically significant structures and sites that should be considered for designation as a “Local Historic Landmark” or be nominated for listing on the Florida Master Site File and the National Register of Historic Places. Makes recommendations of the policies for the protection of historically significant structures and sites. Makes recommendations to staff with regard to certificates of appropriateness for any demolition, variance, sign or relocation of structures. Promotes public awareness of historic archaeological preservation and its community benefits. Must be City resident to apply.

Overview

Size 6 Seats

Term Length 3 Years

Term Limit 3 Terms

Contact

Name Madison Henderson

Email mhenderson@cityofpuntagordafl.com

Phone (941) 575-3372

Additional

Documents for New Appointees

Meetings

Regular meetings of the Historic Preservation Advisory Board are held at the Laishley Community Room, 120 Laishley Court, the fourth Thursday of each month at 9:00 a.m., unless noticed otherwise. All meetings shall be open to the public.

Duties

The Historic Preservation Advisory Board shall: A. Report on a regular basis to the City Council of any actions, activities, or programs of the Board, in particular those requiring City Council action. B. Identify for the City Council historically significant structures and sites that should be considered for designation as a "Local Historic Landmark" or be nominated for listing on the Florida Master Site File and the National Register of Historic Places. Nomination of historic sites for local, state or national listing may be made by the owner of the site by making a written request to the Historic Preservation Advisory Board, or by vote of the Historic Preservation Advisory Board itself. The Historic Preservation Advisory Board shall forward to the City Council a designation report for any structure or site to be added to the City's Historic areas. C. Recommend to the City Council historically significant structures and sites for potential purchase by the City. D. Recommend to the City Council actions needed for any special exception applications involving a historic structure. E. Recommend policies to the City Council for the protection of historically significant structures and sites. F. Promote public awareness of historic and archaeological preservation and its community benefits. G. Receive and recommend to City Council use of any cash, historic facade easements, historic structures or artifacts donated to the City of Punta Gorda. H. Assist owners of historically significant structures in applying for any Federal and State funds that may be usable for historic preservation projects. I. Assist owners of historically significant structures in filing for designation of a property to the National Register of Historic Places. J. Work in concert with the Punta Gorda Historical Society toward compilation of oral and pictorial historical archive. K. Review proposed murals by the Historic Mural Society to ensure historical appropriateness. L. Review and recommend for staff approval applications for Certificates of Appropriateness. M. Review and make a recommendation to City Council on applications for relocation or demolition of structures within a historic district.

CITY COUNCIL
CITY OF PUNTA GORDA
11/16/2026

BOARDS / COMMITTEE

Title:	**Announcement of Vacancies:** Punta Gorda Isles Canal Advisory Committee (4 regular)
Funds:	Not applicable.
Recommended Action:	Staff recommends City Council announce the vacancy.
Summary:	There is a vacancy for a 3-year term on a regular seat pursuant to a resignation. There are also three upcoming vacancies for regular seats with terms set to expire in January 2027. **Punta Gorda Isles Canal Advisory Committee (PGI CAC)** – Meets monthly on the third Monday at 1:30 p.m. in City Council Chambers. Must be resident of Punta Gorda Isles Canal Maintenance Assessment District. Five members with 1 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. Punta Gorda Isles Canal Advisory Committee

City of Punta Gorda, FL

Punta Gorda 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 Permit. Must be resident of Punta Gorda 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 Punta Gorda Isles Canal Advisory Committee are held at the Laishley Community Room, 120 Laishley Court, the third Monday of each month at 1:30 p.m., unless noticed otherwise. Meeting dates may be changed or cancelled by staff or by consensus of the Committee during a public meeting. All meetings shall be open to the public.

Duties

The Punta Gorda Isles Canal Advisory Committee shall have no authority other than as stipulated by the Bylaws and approved by the City Council. The Committee may: A. Make recommendations to the City Council on: 1. The effective maintenance of existing canals, waterways and navigable channels 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
11/16/2026

REPORTS FROM CITY OFFICERS

Title: City Clerk

Funds:

Recommended Action:

Summary:

Department/Division: City Manager

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
11/16/2026

REPORTS FROM CITY OFFICERS

Title: City Manager

Funds:

Recommended Action:

Summary:

Department/Division: City Manager

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
11/16/2026

REPORTS FROM CITY OFFICERS

Title: City Attorney

Funds:

Recommended Action:

Summary:

Department/Division: City Manager

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
11/16/2026

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: