



CITY COUNCIL AGENDA
120 LAISHLEY COURT, PUNTA GORDA, FLORIDA 33950
*******AMENDED*******
MARCH 25, 2026, 9:00 AM

MEMBERS

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

CITY OFFICIALS

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

CALL TO ORDER

Roll Call
Invocation
Pledge of Allegiance
Announcements
Next Meeting - April 8, 2026, Regular City Council Meeting at 9am at Laishley Community Room

AGENDA APPROVAL

1. PROCLAMATIONS / PRESENTATIONS

- 1.a [St. Vincent de Paul Day](#)
- 1.b [Vietnam Veterans Appreciation Day](#)
- 1.c [Trabue-Woods Economic Development Day](#)

2. PUBLIC INPUT

- 2.a Those wishing to introduce themselves as nominees for a board or committee may do so at this time. Those who choose to speak must state their name for the record.
- 2.b Anyone wishing to address the Council on any matter must state their name for the record. Each person will be allowed to speak up to a maximum of three minutes.

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

- 3.a [QUASI-JUDICIAL: VR-02-2025- A request by Kurt Havel and Delonda David, property](#)

owners, for an initial determination of vested rights, pursuant to Chapter 27, Vested Rights Determination, Punta Gorda Code, to allow the applicants to develop the property in accordance with the zoning designation in place at the time of purchase.

4. **ORDINANCES / RESOLUTIONS**

(No Public Hearing Required)

- 4.a LEGISLATIVE: ZA-03-2026 Proposed amendment to Chapter 26, Articles 3.4 and 3.5 to allow for the possible expansion of the General Single-Family and General Multi-Family Districts, and require multi-family structures within the GM Districts to comply with Article 7 with exemptions. SECOND READING.
- 4.b QUASI-JUDICIAL: CP-01-2026 - An Ordinance of the City Council of Punta Gorda, Florida, amending the Comprehensive Plan - Future Land Use Map to reflect the change in the current designation from Low Density Residential (LDR) to High Density Residential (HDR) for 1.87 acres, of land situated in the State of Florida, County of Charlotte, lying in Section 13, Township 41, Range 22, and being further described and incorporated herein; providing for findings; providing for conflict; providing for severability; and providing an effective date. SECOND READING.
- 4.c QUASI-JUDICIAL: Z-01-2026 - An Ordinance of the City of Punta Gorda, Florida, amending the City of Punta Gorda District Map for seven (7) parcels consisting of approximately 1.87 +/- acres, identified by the Charlotte County Property Appraiser as parcels 412213258001, 412213258002, 412213258003, 412213258004, 412213258005, 412213258006, and 412213258007, and being more particularly described below, from General Single Family-3.5 (GS-3.5) to General Multi-Family-10 (GM-10); providing for findings; providing for conflict; providing for severability; and providing an effective date. SECOND READING.

5. **CONSENT AGENDA**

- 5.a February 23, 2026, Pre-agenda City Council Meeting Minutes
- 5.b February 25, 2026, City Council Meeting Minutes
- 5.c Invoice of Allen, Norton & Blue, P.A. for legal services rendered on January 31, 2026 in the amount of \$4,725.00. Invoice of Allen, Norton & Blue, P.A. for legal services rendered on February 28, 2026 in the amount of \$563.56.
- 5.d Invoice of Leskovich Law Group, P.A. for legal services rendered through February 2026 in the amount of \$6,562.50
- 5.e Demolition Permits Update

6. **REGULAR AGENDA**

- 6.a *Homeowners Against Landfill Odor (HALO)
- 6.b *A Resolution of the City Council of the City of Punta Gorda, Florida approving and ratifying an agreement between the City and Southwest Florida Chapter - Florida Police Benevolent Association (PBA) effective October 1, 2025 through September 30, 2026; authorizing the City Manager to execute the agreement on behalf of the City; and providing an effective date.
- 6.c A Resolution of the City Council of the City of Punta Gorda, Florida, authorizing the City Manager to enter into a Local Agency Program (LAP) agreement with the Florida

Department of Transportation (FDOT) for design services/improvements to Cooper Street from Airport Road to East Marion Avenue (US 17-SB), providing sidewalks, bicycle facilities, decorative streetlights, and street trees; providing for conflicts; and providing for an effective date.

- 6.d Award of Amendment to Carollo Engineers, Inc., of Sarasota, FL, to provide professional services for the mechanical integrity test and renewal of the operating permit for the Reverse Osmosis Water Treatment Plant Deep Injection Well.
- 6.e Award of Amendment to Carollo Engineers, Inc., of Sarasota, FL, to provide funding and planning assistance for the Supplemental Appropriations for Hurricanes Helen and Milton Program through the Federal Department of Environmental Protection Agency for the Water Treatment Plant.
- 6.f City Council Travel Policy: Community Events
- 6.g AI Governance Policy
- 6.h Kayak Services Discussion
- 6.i Fiscal Year 2026-2030 Long Range Financial Plan and Property Tax Reform
- 6.j Local Option Sales Tax
- 6.k Project Updates

7. BOARDS / COMMITTEE

- 7.a Announcement of Vacancies: Board of Zoning Appeals (1 alternate)
- 7.b Announcement of Vacancies: Building Board (1 regular)
- 7.c Announcement of Vacancies: Burnt Store Isles Canal Advisory Committee (1 regular and 1 alternate)
- 7.d Announcement of Vacancies: Utility Advisory Board (1 regular and 1 alternate)
- 7.e Nominations: Code Enforcement Board (1 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
03/25/2026**

PROCLAMATIONS / PRESENTATIONS

Title: St. Vincent de Paul Day

Funds: Not applicable.

Recommended Action: City Council issue the proclamation, which would be accepted by Peter Catauro and Joe-Ann Pierre, Society of St. Vincent de Paul of Charlotte County.

Summary: The proclamation declares March 28, 2026, to be St. Vincent de Paul Day in honor of the 17th annual Walk for the Poor.

Department/Division: City Clerk

EXHIBITS:

1. [St. Vincent de Paul Day](#)

PROCLAMATION

City of Punta Gorda

WHEREAS, poverty in Charlotte County continues and has been compounded by rising rent, food, and utility costs as well as unsettled hurricane insurance reimbursements, with many more of our neighbors finding themselves in dire distress and in need of assistance; and

WHEREAS, the Society of St. Vincent de Paul in Charlotte County's mission is to assist those in need by responding to community and individual needs through programs such as disaster relief services, food pantries, housing programs, utility support, thrift stores, and other programs and services; and

WHEREAS, the Society partners with local churches and charities, including Harry Chapin Food Bank, to stock food pantries and feed several thousand people each month, helping to alleviate hunger in the community, as well as participating in seasonal programs for snacks, school supplies, and holiday assistance; and

WHEREAS, each year the four conferences of St. Vincent de Paul in Charlotte County hold a Walk for the Poor to raise funds and to increase awareness of the less fortunate among us, with every penny raised benefitting our neighbors in Charlotte County.

NOW, THEREFORE, the City Council of the City of Punta Gorda, Florida does hereby proclaim March 28, 2026, as

ST. VINCENT DE PAUL DAY

and encourages all City of Punta Gorda and Charlotte County residents to participate in the 17th annual Walk for the Poor, make a donation, and use their talents by volunteering with the Society to support its mission.

PASSED AND DULY ADOPTED this 25th day of March, 2026.

CITY OF PUNTA GORDA, FLORIDA

Deborah O. Lux, Mayor

ATTEST:

Sara Welch, City Clerk

**CITY COUNCIL
CITY OF PUNTA GORDA
03/25/2026**

PROCLAMATIONS / PRESENTATIONS

Title: Vietnam Veterans Appreciation Day

Funds: Not applicable.

Recommended Action: Present the proclamation to Sam Taylor, Disabled American Veterans.

Summary: The proclamation declares March 29, 2026, to be Vietnam Veterans Appreciation Day.

Department/Division: City Clerk

EXHIBITS:

1. [Vietnam Veterans Appreciation Day](#)

PROCLAMATION

City of Punta Gorda

WHEREAS, as we honor the enduring legacy of the Vietnam War, we reflect with solemn reverence upon the valor of a generation that served with honor, paying tribute to the more than 3 million men and women who bravely left their families to serve a world away from everything they knew and everyone they loved; and

WHEREAS, we remember those who courageously served during more than a decade of combat over air, land and sea, and we pledge that their sacrifices in the name of freedom, often made in the face of extraordinary and unprecedented danger, will never be forgotten by a grateful nation; and

WHEREAS, through the presence of the Vietnam Wall of Southwest Florida, dedicated on November 5, 2016, the citizens of Punta Gorda, Charlotte County, and the State of Florida are daily reminded of the more than 58,000 patriots who sacrificed all they had and all they would ever know; and

WHEREAS, in the reflection of the Wall, we see the military family members and veterans who carry a pain that may never fade, and we seek to offer them peace in knowing their loved ones endure in the hearts of all Americans who remain forever grateful for their service; and

WHEREAS, the formal Department of Defense 50th Anniversary Commemoration program concluded on November 11, 2025; however, the mission of gratitude continues, ensuring that this generation of proud Americans is forever honored for seeing our country through one of its most challenging chapters; and

WHEREAS, let us strive to live up to their example by showing our Vietnam Veterans, their families, and all who have served from November 1, 1955, through May 15, 1975, the fullest respect and support, and remember that it is never too late to say, “Welcome Home” to the men and women who answered the call of duty.

NOW, THEREFORE, the City Council of the City of Punta Gorda, Florida does hereby proclaim March 29, 2026, as

Vietnam Veterans Appreciation Day

throughout the City and urges residents to reflect at the Vietnam Wall of Southwest Florida, to reach out to a veteran you know in the community, and to demonstrate their gratitude through active support of our local veteran organizations and service chapters.

PASSED AND DULY ADOPTED this 25th day of March 2026.

CITY OF PUNTA GORDA, FLORIDA

Dr. Deborah O. Lux, Mayor

ATTEST:

Sara Welch, City Clerk

**CITY COUNCIL
CITY OF PUNTA GORDA
03/25/2026**

PROCLAMATIONS / PRESENTATIONS

Title: Trabue-Woods Economic Development Day

Funds: Not applicable.

Recommended Action: Present the proclamation to Anna Callwood, Trabue-Woods Economic Development, LLC.

Summary: The proclamation declares March 25, 2026, to be Trabue-Woods Economic Development Day in celebration of their final loan payment to the City.

Department/Division: City Clerk

EXHIBITS:

-
1. [Trabue Woods Economic Development Corporation](#)

PROCLAMATION

City of Punta Gorda

WHEREAS, in 2005, in the aftermath of the devastation caused by Hurricane Charley, the City of Punta Gorda sought to partner with local entities to foster recovery, economic development, and the creation of affordable housing; and

WHEREAS, the Trabue Woods Economic Development Corporation, under the steadfast leadership of President Anna Callwood, stepped forward to bridge the gap for low-income residents, securing a 20-year loan through Hurricane Charley recovery funds and the Community Redevelopment Agency (CRA); and

WHEREAS, despite early skepticism regarding the long-term viability of the venture, Trabue Woods proved its critics wrong through disciplined management, community spirit, and an unwavering commitment to its mission; and

WHEREAS, the Corporation demonstrated extraordinary resilience during the 2008 economic downfall, successfully completing an 8-plex townhouse building that provided much-needed stability and high-quality housing for Punta Gorda residents during a period of national financial uncertainty; and

WHEREAS, Trabue Woods Economic Development Corporation stands today as the only original entity from its funding cohort to reach this 20-year milestone, fulfilling every obligation and serving as a beacon of the "public-private partnership" model envisioned by the City Council two decades ago; and

WHEREAS, the successful retirement of this mortgage represents more than just a financial transaction; it represents two decades of providing "low-income affordable housing" and proves the adage that "Together We Achieve Much".

NOW, THEREFORE, the City Council of the City of Punta Gorda, Florida does hereby recognize and commend

Trabue Woods Economic Development Corporation

for twenty years of dedicated service to our community, for their perseverance through adversity, and for their successful final payment to the City of Punta Gorda. We celebrate this achievement as a victory for affordable housing and a shining example of the strength of our citizens.

PASSED AND DULY ADOPTED this 25th day of March 2026.

CITY OF PUNTA GORDA, FLORIDA

Dr. Deborah O. Lux, Mayor

ATTEST:

Sara Welch, City Clerk

**CITY COUNCIL
CITY OF PUNTA GORDA
03/25/2026**

PUBLIC HEARING AGENDA
(Quasi-Judicial and Legislative)

Title: **QUASI-JUDICIAL:** VR-02-2025- A request by Kurt Havel and Delonda David, property owners, for an initial determination of vested rights, pursuant to Chapter 27, Vested Rights Determination, Punta Gorda Code, to allow the applicants to develop the property in accordance with the zoning designation in place at the time of purchase.

Funds: Not applicable.

Recommended Action: Staff, the Development Review Committee, and the Planning Commission recommend approval of the request.

Summary: The applicant purchased the properties in April 2025 after meeting with staff several times to ensure a single-family residence was a permitted use. In July 2025, a previous version of Chapter 26, Land Development Regulations, Punta Gorda Code, was reimplemented, changing the zoning designation back to City Center. The City Center zoning district does not allow a single-family residence as a permitted principal use on the subject properties. As such, the applicant is seeking an initial determination of vested rights to construct a home in compliance with the regulations in effect at the time of purchase.

Department/Division: Urban Design

EXHIBITS:

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1. [VR-02-2025 City Council Staff Report](#)
 2. [VR-02-2025 Application](#)
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APPLICATION FOR INITIAL DETERMINATION OF VESTED RIGHTS STAFF REPORT

TO: City Council
FROM: Rachel Barry, Zoning Official
DATE: March 25, 2026
RE: VR-02-2025 – 302 & 308 Goldstein Avenue

Applicant Request:

VR-02-2025: A request by Kurt Havel and Delonda David, property owners, for an initial determination of vested rights, pursuant to Chapter 27, Vested Rights Determination, Punta Gorda Code, to allow the applicants to develop the property in accordance with the zoning designation in place at the time of purchase.

Supplemental Material/Issue Analysis Report:

The City of Punta Gorda began working on a re-write of Chapter 26, Land Development Regulations (LDRs), Punta Gorda Code, following the [2019 Citywide Master Plan](#) [when viewing this document electronically, click the blue underlined text and it will open in a web browser for cross referencing]. The City was simultaneously evaluating the City of Punta Gorda 2040 Comprehensive Plan (Comp Plan) in preparation for the [2045 Comp Plan](#). After multiple public hearings, the new LDRs were adopted on September 20, 2023, and the 2045 Comp Plan was adopted upon second reading on February 7, 2024, through Ordinance No. 2013-2024. The ordinance notes the effective date of the Comp Plan was to be the date on which the Florida Department of Commerce posted a notice of intent (NOI) to find the comprehensive plan "in compliance". The NOI was posted on March 29, 2024, thereby causing both the 2045 Comp Plan and the LDRs to become effective on said date.

For the purpose of this staff report, the version of LDRs that became effective on March 29, 2024, will be referenced as the "TPG LDRs" (Traditional Punta Gorda Land Development Regulations). The version of the LDRs that is currently in effect and was in effect prior to the adoption of the TPG LDRs will be referenced as the "[current LDRs](#)".

Upon the TPG LDRs becoming effective, the zoning designation of the subject properties was

TPG-RE (Traditional Punta Gorda Overlay – Residential Edge District). The TPG-RE District regulations are included with this staff report as “Exhibit 1”. This is not intended to be a complete list of applicable regulations, but is included for reference purposes.

The applicant, Mr. Havel, met with staff multiple times to gather information on the subject properties, including the permitted uses and development standards, to ensure a single-family residence (SFR) could be built, and subsequently purchased the properties on April 2, 2025. On July 9, 2025, the ordinance that adopted the TPG LDRs was repealed, thereby reinstating the current LDRs. This resulted in the subject properties’ zoning designation being reinstated as City Center. The City Center District regulations are included with this staff report as “Exhibit 2”. The City Center District allows a SFR to be constructed in the Bethel St. Mark Historic Overlay, however, the subject properties are not located within said overlay; therefore, a SFR is not a permitted principal use for the properties.

In an effort to establish a process for property owners to seek relief from impacts related to the change of LDRs, the city adopted [Chapter 27, Vested Rights Determination](#), Punta Gorda Code, on July 2, 2025.

Minutes and Board Recommendation(s):

The request was heard before the Development Review Committee (DRC) on January 23, 2026, which voted unanimously to find that vested rights had been established.

The request was then heard before the Planning Commission on February 23, 2026, who voted unanimously to find that vested rights had been established, and to recommend approval of the application along with the staff recommended conditions.

Staff recommends approval of the request, with the conditions of approval as listed below in this staff report.

Chapter 27, Vested Rights Determination, Punta Gorda Code.
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Sec. 2-3. Review and decision process; criteria; timeline.

- (a) *Levels of review.* The property owner shall submit a vested rights determination or modification of vested rights determination application to the Planning Director for initial review and recommendation by the City's Development Review Committee. If the Development Review Committee determines that a claim of vested rights has been established, the application and department recommendation will be submitted to the City's Planning Commission for secondary review and recommendation. If the Planning Commission supports the staff report and recommendation and finds that a claim of vested rights has been established, the application and both staff and Commission recommendations will be submitted to the City Council for public hearing and approval of the vested rights determination.
- (b) *Criteria for vested rights determination.* The following criteria shall be used to evaluate claims of vested rights:
 - (1) *Substantial good-faith investment.* Showing that the applicant has made significant financial or material commitments to development of the subject

property based on prior approvals;

The applicant has provided information confirming that he has expended over \$300,000.00 to purchase the property. Mr. Havel applied for and received a Certificate of Appropriateness (CA) to remove the dilapidated accessory structure that previously straddled the dividing lot line of the subject properties. He has also been issued a CA to demolish the existing single-family home on Lot 1 - 302 Goldstein Street - subject to a nine (9) month delay from the January 22, 2026 HPAB meeting. As part of the CA demo application, Mr. Havel was required to obtain a structural engineer's analysis report for the existing home, adding to the investment made into the properties.

- (2) *Reasonable reliance.* Showing that the applicant's investment was made in justifiable reliance on regulations existing at the time of the prior development approvals;

The applicant met with current and past zoning staff several times prior to purchasing the properties. While physical evidence cannot be provided with the application, staff confirms the validity of this statement.

- (3) *Governmental entity action impact.* Showing that an act of a governmental entity has inordinately burdened or negatively impacted the previously approved development;

The applicant purchased the property to construct a single-family home. The City Center District only allows this as a principal use within the Bethel St. Mark Historic Overlay, however, the properties are not located within said overlay. Each lot is approximately 90 feet deep by 52.5 feet wide; lots of this size have not been developed in the downtown area for commercial purposes in the recent past. The change of LDRs ultimately prohibited the applicants' intended use of the property.

- (4) *Public interest consideration.* Showing that recognition of vested rights would not cause significant harm to public safety, health, or welfare.

The southwest side of Goldstein Street – directly across from the subject properties – is zoned Neighborhood Residential-15, and contains existing residential uses. The northeast side of Goldstein Street – the side on which the subject properties are located – is within the City Center District, however, only one of the existing structures on this block of Goldstein is used for commercial purposes. Said structure was originally constructed in 1927 as a single-family home and has since been converted for business use. Allowing the construction of a home on the subject properties would not cause harm to public safety, health, or welfare.

- (c) *Development Review Committee review.*

- (1) *Initial vested rights.* If the Development Review Committee determines that a claim

of vested rights has been established based on the criteria set forth under subparagraph (b) above, it shall, within sixty (60) days from the date of application submission, issue a staff report and recommendation which describes the vested rights of the development, reflects the basis for the vesting determination, and describes the nature and extent of such vested rights and any restrictions or conditions thereon which are recommended to require for recognition and maintenance of such vested rights status.

During the public meeting held on January 23, 2026, the DRC voted unanimously to find that a claim of vested rights has been established based on the above criteria. The applicant would be required to comply with all regulations of the TPG LDRs, including, but not limited to: parking, access, architectural requirements, etc.

Staff Recommendation:

Staff recommends approval of the request subject to the following conditions, limitations, and/or safeguards:

1. This initial vested rights determination applies to the subject properties, 302 and 308 Goldstein Street, Punta Gorda, Florida 33950, otherwise identified by the Charlotte County Property Appraiser as Parcels 412306364001 and 412306364002, being legally described as Lots 1 and 3, Block 45, Punta Gorda, according to the Plat thereof as recorded in Plat Book 1, Page 16, public records of Charlotte County, Florida.
2. The future development shall comply with all requirements of the TPG LDRs and the Residential Edge zoning district.
3. The vested rights shall run with the land.
4. Any reconfiguration of the subject properties from their original form when platted and recorded shall cause the vested rights to be null and void.

Attachments:

Exhibit 1: TPG LDRs, TPG-RE District Regulations

Exhibit 2: Current LDRs, City Center District Regulations

Section 3.2 (c) (7)
TPC, Traditional Punta Gorda - Residential Edge

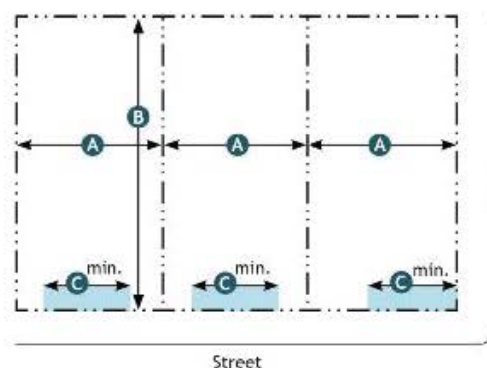
(7). Residential Edge



a. Intent	
Description	Primary Characteristics
Along the borders of the Traditional Residential neighborhoods are Residential Edge areas that accommodate a more diverse range of residential building types, including rowhouses, triplexes, fourplexes, and multiplexes buildings. While these areas allow for slightly higher density residential, the overall scale of the buildings still blend with those of the adjacent Traditional Residential areas.	Detached and attached residential
	Narrow-to-average lot widths
	Small-to-medium setbacks
	Up to 3 stories
	Elevated ground floor
	Primarily stoop, portico, and porch frontages
Note: The drawing above is intended to provide a brief overview of this regulating district and should be used for illustrative purposes only.	

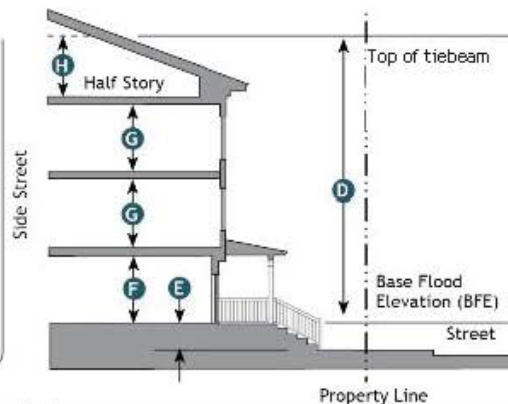
Section 3.2 (c) (7)

TPG, Traditional Punta Gorda – Residential Edge



Key

--- Property Line Frontage Buildout



Key

--- Property Line

b. Allowed Building Types and Lot Size

Building Type	Lot		Standards
	Width A	Depth B	
Accessory Cottage ¹	n/a	n/a	3.2(d)(2)
House	40' min 150' max	n/a	3.2(d)(3)
Cottage Court	100' min 160' max	120' min	3.2(d)(4)
Rowhouse	18' min 40' min	86' min	3.2(d)(6)
Duplex	100' max	n/a	3.2(d)(5)
Triplex / Fourplex	50' min 84' max	86' min	3.2(d)(7)
Multiplex	80' min / 130' max	86' min	3.2(d)(8)
Courtyard Apartment	84' min / 150' max	100' min	3.2(d)(9)
Live / Work	18' min / 53' max	86' min	3.2(d)(10)
Civic/ Institutional	n/a	n/a	3.2(d)(18)

Minimum and maximum lot sizes can also be found in the Building Types Section 3.2(d).

¹ Permitted only with House, Rowhouse, and Live/Work Building Types.

c. Building Form

Footprint		
Lot Coverage	80% max ¹	
Frontage Buildout		
Primary Street	60% min	C
Secondary Street	n/a	D
Density (Individual Lot) and Height		
	Base	Missing Middle ²
Density	25 du/a	30 du/a
Building Height ³	40' max (3 stories)	n/a
Accessory Structures Height		
Dwelling	25' max (2 stories)	
Other	15' max (1 story)	
Finished Ground Floor Level		
Residential	24" min	F
Commercial	Max 6" above grade or BFE + 1' freeboard	
Floor to Ceiling Height		
First Story: Work ⁴ / Live	14' / 12' min	G
Upper Stories	8' min	H
Habitable Half-Story / Attic ⁵	7' min	

¹ May be lower for certain building types

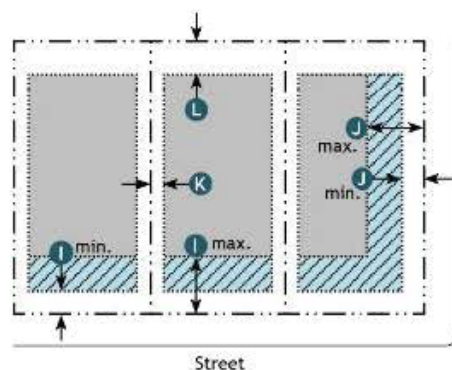
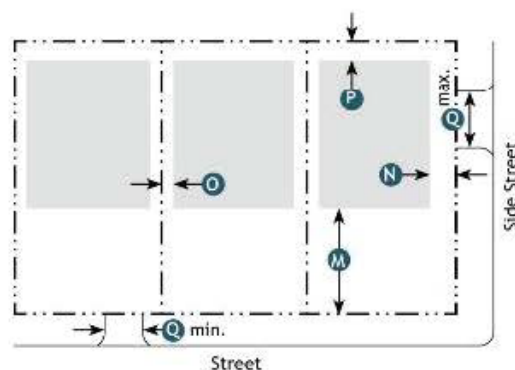
² Density permitted Specific Building Types, see Section 3.2(d).

³ Applies only to live/work buildings with ground floor Storefront frontage types

⁵ Minimum of 70 sq. ft. of floor area required half of which must have at least 7' ceilings and the other half at least 5' ceilings.

Section 3.2 (c) (7)

TPC, Traditional Punta Gorda – Residential Edge

**e. Building Placement****Setback (Distance from Property Line)**Front 10' min / 25' max **I****Side**Street 10' min / 25' max **J**Interior 5' min **K****Rear**

Alley 10' min

Interior 15' min **L****Garage Door/Carport (from Front Façade)**Attached¹ 10' min

Detached See Accessory Building Setbacks

Accessory Building SetbackFront 50' min
(permitted in rear yard only)**Side**

Street 3' min

Interior 3' min

Rear

Alley 3' min

Interior 3' min

Additional

See Section 3.2 (d) Building Types

¹ Attached garages and carports along the primary street frontage are only permitted for the House Building Type.**f. Parking****Location**

Parking shall be located behind the primary building in the rear yard and accessed from alleys or side streets wherever possible, though side yard parking area are permitted provided they do not exceed 60' in width along the street.

Setback (Distance from Lot Line)**Front Setback**Rear Yard Parking 40' or behind primary building, whichever is less **M****Side Setback**Street 5' min. **O**Interior 5' min. **P****Rear Setback**Alley 0' min. **Q**

Interior 5' min.

Additional requirements can be found in Section 3.2(d) – Building Type Standards

AccessCurb Cut/Parking Driveway Width See Building Types, Section 3.2(d) **R**

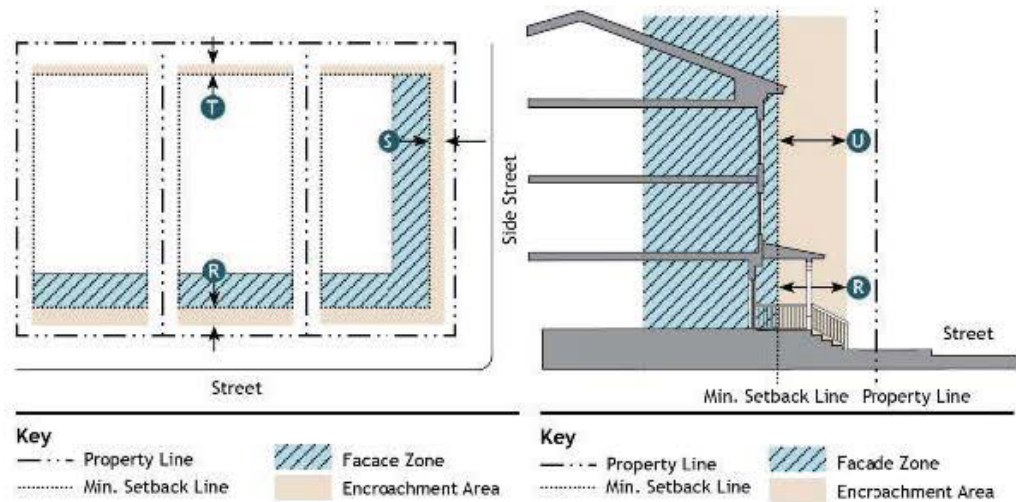
Additional parking and access standards and specifications can be found in Article 10

Required Spaces

Vehicle Parking See requirements in Article 10, Section 10.6

Bicycle parking requirements can be found in Section 10.13

Section 3.2 (c) (7)
TPC, Traditional Punta Gorda – Residential Edge



g. Encroachments		
Allowed Encroachments		
Ground Level	Stairs, ramps, bay windows, porticos, stoops, and entry canopies only	
Upper Stories	Balconies and bay windows	
See Article 7 for a full list of permitted frontage types with additional details and standards.		
Ground Level Encroachment	Distance from Min Setback	
Front ¹	6' max	R
Side		
Street ¹	6' max	S
Rear		
Alley	6' max	U
Interior	4' max	
Upper Story Encroachment	Distance from Minimum Setback Line	
Front	5' max	T
Side		
Street	5' max	R
Rear		
Alley	6' max	
Interior	4' max	
¹ Stairs, ramps, and other vertical circulation elements needed to access the entry at or above BFE may extend all the way to the property line.		

h. Architectural Provisions	
Allowed Architectural Styles ¹	Standards
Florida Wood Frame	7.5 (b) (2)
Folk Victorian	7.5 (b) (3)
Craftsman	7.5 (b) (4)
Queen Anne Revival	7.5 (b) (5)
Colonial/Georgian Revival	7.5 (b) (6)
Neo-Classical Revival	7.5 (b) (7)
Mission	7.5 (b) (8)
Masonry Modern	7.5 (b) (10)
Main Street Vernacular	7.5 (b) (11)
Other Architectural Provisions	Standards
General Building Standards	7.2
Elevated Building Standards	7.3
Frontage Standards	7.4

- (7) Service station.
 - (8) Theatre, outdoor.
 - (9) And any such other uses as deemed appropriate in the district by the Zoning Official.
- (g) Development Standards.
- (1) Minimum lot area; No minimum.
 - (2) Minimum front yard, 10 feet; Maximum front yard, 25 feet.
 - (3) Minimum side yard, 0 feet; abutting a street, 10 feet.
 - (4) Minimum rear yard, 20 feet [Exception: building which abuts an alley, 0 feet].
 - (5) Waterfront setback, 25 feet for all permanent and accessory structures.
 - (6) Minimum setback for a detached garage, 3 feet, except for waterfront areas as set forth above.
 - (7) Frontage encroachment, 5 feet into the rights-of-way on second story only for balconies, bay windows, arcades, porches and their supports at the ground level, together with awnings above head height. [Encroachments into the rights-of-way of state maintained roads are not permitted without FDOT approval].
 - (8) Frontage build-out shall be 70 percent of the street face. When a parcel has more than one (1) street frontage and only one (1) side lot line, the frontage requirement may be on the primary street only.
 - (9) All lots must front along a minimum of 25 feet of publicly dedicated right-of-way in order to be built on.
 - (10) Minimum lot width at building line, 25 feet.
 - (11) Minimum height of principal structure, 26 feet above BFE; Maximum height of 2 stories, 35 feet above BFE [May be reduced in accordance with Section 7.5].
 - (12) Residential buildings shall be raised above the sidewalk a minimum of 2 feet.
 - (13) Maximum radius of neighborhood center, ¼ mile.
 - (14) Maximum density, 15 units per acre.
 - (15) Development standards for single-family and duplex dwelling units and accessory structures shall be as outlined in Section 3.7, NR District.

{Ord. No. 1450-06, <sec> 1, 10-04-06; Ord. No. 1458-06, <sec> 6, 12-06-06; Ord. No. 1613-09, <sec> 1, 9/2/09; Ord. No. 1770-13, <sec> 6, 11/6/13; Ord. No. 1796-14, <sec> 1, 10-01-2014; Ord. No. 1819-15, <sec> 2, 06/03/2015; Ord. No. 1852-16, <sec> 1 - 2, 07-13-16; Ord. No. 1910-18, <sec> 1, 10-03-2018}

Section 3.9. CC, City Center District

The City Center District is provided to encourage the redevelopment and expansion of the traditional town center. A broad array of uses is expected in a pattern which integrates shops, restaurants, services, work places, civic, educational, and religious facilities, and higher density housing in a compact, pedestrian-oriented environment. The City Center anchors the surrounding residential neighborhoods while also serving the broader community. The district is coded to accommodate the higher overall intensity of development required to support a City. It is to be expected that the City Center District will be expanded over time to meet growth in demand for downtown

facilities and services.

(a) Permitted Principal Uses and Structures.

- (1) Commercial, retail uses which shall be conducted entirely within a completely enclosed building unless otherwise specifically permitted. All products produced incidental to a permitted use which are to be sold at retail on the premises are permitted within the categories listed below:
 - a. Retail outlets for sale of food, wearing apparel, toys, sundries and notions, books and stationery, leather goods and luggage, jewelry (including watch repair but not pawnshop), art, cameras or photographic supplies, (including camera repair), sporting goods, bicycle shops (including repair), hobby shops, marina supplies, musical instruments, package stores for sale of alcoholic beverages, telecommunications (sales and service), electronic products (parts and supplies), televisions and radios, (including repair incidental to sales), tobacco products, hardware, florist or gift shops, delicatessens, bake shops, pharmacies and similar products, medical marijuana treatment center dispensing facilities in accordance with the provisions of Chapter 381, Florida Statutes, but not wholesale facilities, outdoor storage or warehouse facilities and similar activities.
 - b. Retail outlets for sale of home furnishings and appliances (including repair incidental to sales inside a completely enclosed building), office equipment or furniture, antiques, pet shops and grooming (but not animal kennels), automotive parts sold from within a building (but not including installation) and similar uses.
 - c. Banks and financial services, small loan agencies, travel agencies, employment offices, newspaper offices (but not printing or circulation) and similar establishments.
- (2) Hotels.
- (3) Restaurants (excluding drive- in or drive- thru).
- (4) Indoor amusement, such as motion picture theaters, billiard and pool establishments, swimming pools, bowling alleys and similar uses, dance facilities, musical entertainment, art galleries, libraries, museums, community centers, coin operated amusement devices, game parlors, arenas and skating rinks.
- (5) Professional offices and medical offices.
- (6) Professional services within the categories listed below:
 - a. Service establishments such as State licensed barber or beauty shops or State licensed massage therapy, tattooing or permanent

make-up establishments which meet the Florida Department of Health and State statutory requirements, shoe repair shops, photographic studios, dance or music studios, self-service laundries, tailors, drapers or dressmakers, laundry or dry cleaning pickup stations and similar activities.

- b. Establishments such as radio or television stations (but not wireless communication facilities), funeral homes (but not crematoria), interior decorators, upholstery shops (furniture refinishing limited to small shops, not to include full scale manufacturing facilities), radio and television repair shops provided all work and materials are kept completely inside the enclosed building, health clubs, reducing salons or wellness centers, letter shops and printing establishments not involving linotype and large scale typesetting and similar uses.
 - c. Dry cleaning and laundry package plants in completely enclosed buildings using nonflammable liquids such as perchlorethylene and with no odor, fumes or steam detectable to normal senses off the premises.
 - d. Animal hospitals with boarding of animals in completely enclosed buildings.
- (7) Parks.
 - (8) Restaurants more than 200 feet from a NR District boundary (Properties zoned CC within the Bethel- St. Mark Historic Overlay District are exempt from these separation requirements.)
 - (9) Schools.
 - (10) Government uses in existing structures (Also see Civic Uses with Conditions).
 - (11) Convention centers, auditoriums.
 - (12) Motor bus or other transportation terminals.
 - (13) Rent- to- own retail establishments.
 - (14) Bail bonds services, provided that no on- site storage of vehicles or other collateral is included outside of a completely enclosed building.
 - (15) Single family residential dwelling units for those properties located within the Bethel- St. Mark Historic Overlay District.
 - (16) And any such other uses which are similar to those listed as deemed appropriate in the district by the Zoning Official.
- (b) Permitted Accessory Uses.

Page 26- 24

- (1) Accessory dwelling.
- (2) Day care home for 3 or fewer persons.
- (3) Drive through windows, excluding those associated with restaurants.
- (4) Limited home occupation.
- (5) Outdoor dining area.
- (6) Stalls or merchandise stands for outdoor sale of goods at street front [Encroachment onto sidewalk may be permitted by agreement with City Council. Items for outdoor sales are returned to building at end of each business day; goods not brought in at close of business day are considered outdoor storage and are prohibited.]
- (7) Uses and structures which are customarily incidental and subordinate to permitted uses.

(c) Uses Permitted with Conditions.

- (1) Bed and breakfast inns.
- (2) Sidewalk cafes.
- (3) Essential services 1 and 2.
- (4) Neighborhood commercial fueling stations, excluding major service and repair of motor vehicles.
- (5) Parking lot as a principal use .
- (6) Temporary outdoor sales of seasonal agricultural products and customary accessory products.
- (7) Mixed use buildings; up to 2 residential units; or with a 2 to 1 ratio of non-residential floor area to residential floor area.
- (8) Parking structure.
- (9) Bars and nightclubs more than 200 feet from a NR District boundary.
- (10) Group home.
- (11) Permanent non- seating public food service establishments located within 200 feet from a Neighborhood Residential Zoning District boundary.
- (12) Convenience stores with limited food service located within 200 feet from a Neighborhood Residential Zoning District boundary.
- (13) Convenience stores with significant food service located within 200 feet from a Neighborhood Residential Zoning District boundary.
- (14) Food outlets with limited food service located within 200 feet from a Neighborhood Residential Zoning District boundary.
- (15) Civic, such as governmental offices, post offices and non- profit or charitable clubs and organizations and similar uses.
- (16) Permanent canopy shade structures associated with recreational facilities or school playgrounds.
- (17) Mobile food dispensing vehicles on developed property with the permission of the property owner and subject to the applicable provisions of Article 4 of this Chapter.

(d) Prohibited Uses and Structures. Any use or structure not specifically, provisionally or by reasonable implication permitted herein.

(e) General Requirements. Buildings shall comply with the following architectural

provisions of Article 7.

- (1) Side yard, rear yard, and courtyard lot types.
 - (2) Arcade, shopfront, stoop, forecourt, and dooryard frontage definition.
 - (3) Building style.
 - (4) Building principles where applicable by use.
 - (5) Mixed- use buildings shall be vertically mixed in use. Retail uses shall be placed at the street level. Office uses are permitted at the street level and on upper levels in combination with retail and/or residential use. Residential uses shall be placed on upper levels.
 - (6) When parking or loading spaces are provided, they shall be subject to all parking/loading area design, construction and landscaping standards of this Code. All off- street parking, loading and service areas must be located behind the frontage of all buildings and be screened from view of pedestrians.
 - (7) For all construction requiring the installation or replacement of public sidewalks, the surface material of the sidewalk must be made of brick or alternate material as approved by the City.
 - (8) All permitted uses require development plan approval.
- (f) Special Exceptions. The following uses are also subject to applicable provisions of Article 4 of this Chapter.
- (1) Churches.
 - (2) Marinas.
 - (3) Pawn shops provided they are contained completely in enclosed buildings.
 - (4) Drive- in; drive through facilities.
 - (5) Single family residential projects. The provisions of this subsection shall not apply to properties located within the Bethel- St. Mark Historic Overlay District.
 - (6) Ground floor residential in a mixed use building, unless such residential units are specifically designed as live- work units.
 - (7) Boarding or rooming houses for up to six roomers.
 - (8) Congregate housing designed within “civic” building principles.
 - (9) Any use which does not provide a 25 foot waterfront setback.
 - (10) Restaurants, bars and nightclubs within 200 feet of NR District boundary.
 - (11) Cemetery.
 - (12) And any such other uses as deemed appropriate in the district by the Zoning Official.
- (g) Development Standards.
- (1) Minimum lot area, None.
 - (2) Minimum front setback, 0 feet; Maximum front setback, 10 feet.

- (3) Minimum side setback, 0 feet.
- (4) Minimum rear setback, 20 feet [Exception: building which abuts an alley – 0 feet].
- (5) Frontage encroachment, 5 feet into the rights- of- way on second or third story only for balconies, bay windows, arcades, porches and their supports at the ground level, together with awnings above head height. [Exceptions; Arcades and encroachment into the rights- of- way of state- maintained roads are not permitted without FDOT approval].
- (6) Minimum lot width for attached housing, 16 feet.
- (7) Frontage build- out shall be 70 percent of the street face When a parcel has more than one (1) street frontage and only one (1) side lot line, the frontage requirement may be on the primary street only.
- (8) All lots must front along a minimum of 16 feet of publicly dedicated right- of- way in order to be built on.
- (9) Minimum height of 2 stories, 26 feet above BFE; Maximum height of 50 feet above BFE.
- (10) Maximum density, 15 units per acre .
- (11) For the purposes of measuring the setback from restaurants, bars and nightclubs to an NR District boundary, measurement shall be made from the closest point of the structure within which a restaurant, bar or nightclub is located to the NR District boundary. In the case of multi- use structures, measurement shall be made from the closest point of that portion of the structure within which the restaurant, bar or nightclub is located to the NR District boundary.
- (12) Development standards for single- family and duplex dwelling units and accessory structures shall be as outlined in Section 3.7, NR District.

(h) Decorative Exterior Lighting Standards

- (1) Year around exterior electric or solar lighting shall be permitted on commercial structures within the City Center District subject to the following requirements:
 - a. All exterior decorative lighting shall be designed to create a constant glow and prevent glare.
 - b. The lights shall consist of single strands, run in any of the following configurations:
 1. Following the architectural features of a building, doors, windows or rooflines;
 2. Wrapped around columns, posts, or pillars on the building;
 3. Wrapped around existing on- site features like trees, palms or posts;
 4. Placed around or across outdoor dining or outdoor seating areas.
 - (i) Lighting shall maintain a minimum height of 10 feet above outdoor dining and seating areas and associated pedestrian

pathways.

- (ii) Lighting shall be used to define the outdoor seating or dining space and may not extend to encompass areas of landscaping or open space not associated with the dining or seating area.
 - c. Icicle lights are not permitted unless used temporarily as holiday decorations.
 - d. The color of the lighting to be used for all commercial buildings shall be white light in the color temperature range of not less than 2,700 K and not exceeding 4,200 K.
 - e. Neon lighting shall not be permitted for any exterior building lighting; however, neon may be incorporated into signs.
 - f. The lighting must be maintained in proper working order and must be replaced, turned off or removed entirely if a portion of the lighting is not in property working order.
 - g. Flashing, blinking, flickering or scrolling lights or lights that change in intensity or color are not permitted.
- (2) Additional Requirements.
- a. An electrical permit shall be required unless totally solar powered. Photo voltaic solar will require an electrical permit.
 - 1. The power source must incorporate a GFCI or be hardwired.
 - 2. An electrical inspection is required to ensure the power source meets the electrical code. There will be a \$50.00 electrical inspection fee.
 - b. All exterior lighting designs must be submitted for zoning review and a no- charge zoning permit.
 - 1. Submittal for the permit shall include the type and color of lighting to be used.
 - 2. Location of the lighting on the building.
 - 3. Two copies of pictures of the building and location of proposed lights must be submitted with the zoning permit application.

{Ord. No. 1408-05, <sec> <sec> 1-2, 05/18/05; Ord. No. 1427-06, <sec> 1, 01/04/06; Ord. No. 1450-06, <sec> 2, 10-04-06; Ord. No. 1458-06, <sec> 7, 12-06-06; Ord. No. 1534-09, <sec> 1, 01-02-08; Ord. No. 1613-09, <sec>1, 9/2/09; Ord. No. 1634-10, <sec> 1, 4/21/10; Ord. No. 1631-10, <sec> 1, 6/2/10; Ord. No. 1661-10, <sec> 2, 12/1/10; Ord. No. 1706-12, <sec> 1, 3/7/12; Ord. No. 1770-13, <sec> 7, 11/6/13; Ord. No. 1814-15, <sec> 1, 04/01/2015; Ord. No. 1819-15, <sec> 3, 06/03/2015; Ord. No. 1829-15, <sec>



CITY OF PUNTA GORDA

URBAN DESIGN
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-3372

UrbanDesign@CityofPuntaGordaFL.com

DETERMINATION OF VESTED RIGHTS APPLICATION

Date Received: <u>12/22/25</u>		Date Deemed Sufficient: <u>12</u>		File No.: VR - <u>02</u> - <u>2025</u>	
Application Fee: <u>X</u> \$1,500.00 – Initial Vested Rights Determination <u> </u> \$500.00 – Expedited Vested Rights Determination <u> </u> \$250.00 – Modification to Vested Rights Determination					
Meeting Dates	DRC: <u>1/23/26</u>	PC: <u>2/23/26</u>	CC: <u>3/11/26</u>		
1. Owner(s) of Record (Include <u>all</u> parties of interest or ownership and their contact information. Attach separate sheet if necessary)					
Name	Kurt W. Havel & Delonda S. David				
Address	[REDACTED]	City	[REDACTED]	State	[REDACTED]
Phone	[REDACTED]	Email address	[REDACTED]		
2. Authorized Agent (Property Owner must sign Agent Affidavit below, if applicable)					
Name	Kurt Havel				
Address	[REDACTED]	City	[REDACTED]	State	[REDACTED]
Phone	[REDACTED]	Email address	[REDACTED]		
3. Total Number of Parcels included in this application: <u>2</u>					
4. Property Address(es) (Attach separate sheet if necessary)					
Address	302 and 308 Goldstein Street	City	Punta Gorda	State	FL
				Zip	33950

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

Lots 1 and 3, Block 45, Punta Gorda, according to the plat thereof as recorded in Plat Book 1, Page 16, public records Charlotte County, Florida

Parcel ID /Account #	Lot #	Block#	Section	Total Sq. Feet	Total Acres
412306364001 & 412306364002	1 & 3	45	n/a	4,709.25 square feet each; 9,418.50 square feet total	0.11 acres each; 0.22 acres total

6. Existing Zoning and Future Land Use Classifications (Attach separate sheet if necessary)

Parcel ID	Zoning District	Future Land Use Designation
412306364001 & 412306364002	City Center	Traditional Neighborhood

7. Date(s) applicant met with staff and purpose of meeting(s).

Late November/early December 2024, January 2025, and March 2025 to discuss the specific details of setbacks, house design, height, and confirmation of permitted uses; and again in May 2025 to file the certificate of appropriateness and building permit to demo the shed.

8. Describe the act of a governmental entity that has affected the use of the subject property. (Attach separate sheet if necessary)

The land development regulations that were in place at the time the lots were purchased allowed a home to be built by right. When the code changed, residential uses are not allowed, which was the reason the property was purchased.

9. Explain how the above act has unduly burdened or negatively impacted the use of the subject property. (Attach separate sheet if necessary)

After investing over \$300,000, the change of code no longer allows a home to be built, which was the reason for buying the properties to begin with. Vacant lots of this size have not been sold or developed in downtown for commercial uses in quite a long time.

10. Are there any other local hearings pending or anticipated for this Property?

☐ Yes ☒ No

If "yes", please explain:

11. Has a public hearing been held on this property within the last 6 months?

☐ Yes ☒ No

If "yes", please explain:

12. Are there any existing structures on the property?

☒ Yes ☐ No

If "yes" what type of construction, and what is the current use:

A certificate of appropriateness application has been submitted to demolish the existing home.

13. List, in detail, all provisions of the Comprehensive Plan and Land Development Regulations from which the applicant asserts the development is vested. (Attach a separate sheet if necessary)

Comprehensive Plan

FLU Element - Goal 1.1; Objective 1.1.3; Policy 1.1.4.3; Policy 1.1.4.4; Policy 1.1.8.1; Policy 1.1.14.3; Policy 1.1.15.1.c; Housing - Policy 4.1.1.1; Policy 4.1.1.2; Property Rights Element - Goal 12.1

Land Development Regulations

The zoning when purchased was TPG-RE, section 3.2(c)7, which allows a house as a permitted building type. The site layout for a house were listed in section 3.2(d)3, and the architectural requirements were listed in Article 7.

In the current regulations, the city center district does not allow a home to be built.

14. Please explain in detail and/or provide evidence and supporting documentation for the applicable application type below. (Attach a separate sheet if necessary)

☒ Initial vested rights determination application:

- a. Previous approvals, permits, entitlements, or regulations in reliance on which the applicant made good-faith investments. Any additional documentation submitted with the application shall be labelled in numerical order, and notated in the details below:

The land development regulations at the time the properties were purchased allowed a home to be constructed.

- b. Evidence of actions, investments, or other acts which the applicant asserts as the basis for a claim of vested rights:

Over \$300,000 has been invested in purchasing the properties in order to build a home. Additional documentation is attached.

☐ Expedited vested rights determination application:

- a. A valid court order from a court of competent jurisdiction; or
- b. A vested rights determination recently issued by the City of Punta Gorda, Florida; or
- c. A vested rights determination issued by the Florida Department of Community Affairs.

n/a

☐ Modification of vested rights determination application:

- a. Detailed description of the modification(s) requested based on eligible categories set forth in Section 1-4(c), Chapter 27, Punta Gorda Code:

n/a

- b. Evidence of actions, investments, or other acts which the applicant asserts as the basis for modification to a vested rights determination:

n/a

15. Provide details regarding the Compatability of the proposed development with surrounding neighborhood and uses, including sufficient evidence to show the proposed development would not cause significant harm to public safety, health, or welfare.

On this stretch of Goldstein St. between W Olympia Ave. and W Virginia Ave., there are no commercial structures other than a single family home at 324 Goldstein that is used as a main street shop front type office. Recognizing the vested rights to build a home on these lots will be more compatible with the existing uses than allowing a commercial use to be built on a road that is predominately residential.

(Remainder of this page intentionally left blank)

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

OWNER(S) AFFIDAVIT

Delonda David

Signature of Owner

Delonda David - owner 12-22-25

Print Name & Title

Date

STATE OF Florida

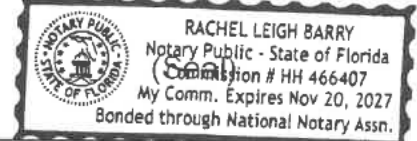
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization this 22nd day of December, 2025, by Delonda David, who [☐] is personally known to me or who has produced FL DL as identification.

Rachel Leigh Barry

Notary Public, State of Florida

My commission expires

**AGENT AFFIDAVIT (Property Owner to complete ONLY if applicable)**

I/We Delonda David, property owner(s), hereby authorize Kurt Haver to act as **AGENT** on my/our behalf regarding a DETERMINATION OF VESTED RIGHTS APPLICATION on the property commonly known as 302 & 308 Goustein in Punta Gorda, Florida.

Delonda David

Signature of Owner

Delonda David

Print Name & Title owner

12-22-2025

Date

STATE OF Florida

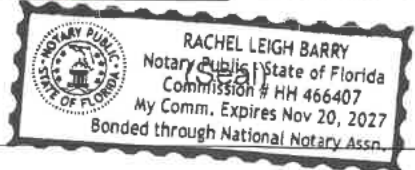
COUNTY OF Charlotte

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Rachel Leigh Barry

Notary Public, State of Florida

My commission expires



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

OWNER(S) AFFIDAVIT


Signature of Owner

Kurt Havel - OWNER

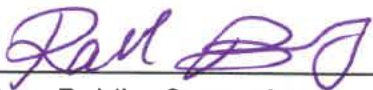
Print Name & Title

12-26

Date

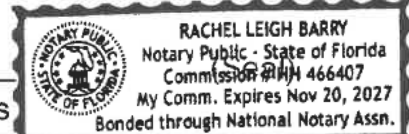
STATE OF CharlotteCOUNTY OF Florida

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22nd day of December, 2025, by Kurt Havel, who ☒ is personally known to me or who has produced _____ as identification.



Notary Public, State of Florida

My commission expires

**AGENT AFFIDAVIT (Property Owner to complete ONLY if applicable)**

I/We _____, property owner(s), hereby authorize _____ to act as **AGENT** on my/our behalf regarding a **DETERMINATION OF VESTED RIGHTS APPLICATION** on the property commonly known as _____ in Punta Gorda, Florida.

Signature of Owner

Print Name & Title

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____, who ☐ is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

My commission expires

(Seal)



Order No.: FL2504438

Property Appraiser's Parcel I.D. (folio) Number:
412306364001

WARRANTY DEED

THIS WARRANTY DEED dated this the 2nd day of April, 2025, by Sherra L. Simes, a single woman, whose post office address is 302 Goldstein Street, Punta Gorda, FL 33950 (the "Grantor"), to Kurt W. Havel, an unmarried man and Delonda S. David, an unmarried woman, as Joint Tenants with Rights of Survivorship, whose post office address is 301 Goldstein Street, Punta Gorda, FL 33950 (the "Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the Grantee, all that certain land situated in County of Charlotte, State of Florida, viz:

Lot 1, Subdivision of Lot 2 and the North half of Lot 1, Block 45, Punta Gorda (also known as CITY OF PUNTA GORDA), a subdivision according to the map or plat thereof, as recorded in Plat Book 1, Page 16, of the Public Records of, Charlotte County, Florida.

Subject to easements, restrictions, reservations and limitations of record, if any.

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

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: 2024.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Kimberly Gilbert
Witness Signature
KIMBERLY GILBERT
Printed Name of First Witness

Sherra L. Simes
Sherra L. Simes

2861 Placida Road, Suite B
Englewood, FL 34224
Address of First Witness

Lisa J. Rincones
Witness Signature
Lisa J. Rincones
Printed Name of Second Witness

2861 Placida Road, Suite B
Englewood, FL 34224
Address of Second Witness

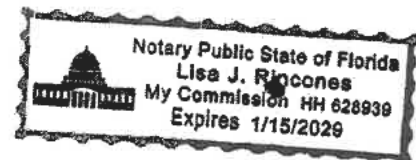
STATE OF FLORIDA

COUNTY OF Charlotte

The foregoing instrument was acknowledged before me by means of X Physical Presence or _____
Online Notarization on this 2nd day of April, 2025 by Sherra L. Simes, who is personally known to me or
produced FL Drivers License as identification.

Lisa J. Rincones
Notary Public
Printed Name: Lisa J. Rincones

My Commission Expires: _____
(SEAL)



File No./Escrow No.: FL2504438
 Print Date & Time: March 27, 2025 1:38 pm
 Officer/Escrow Officer: [REDACTED]
 Settlement Location: [REDACTED]

Property Address: 302 Goldstein Street
 Punta Gorda, FL 33950

Buyer: Kurt W. Havel
 [REDACTED]
 Delonda S. David
 [REDACTED]

Seller: Sherra L. Simes
 [REDACTED]

Settlement Date : April 02, 2025
 Disbursement Date : April 02, 2025

Seller		Description	Buyer	
Debit	Credit		Debit	Credit
		Financial		
	130,000.00	Sale Price of Property	130,000.00	
		Deposit		10,000.00
		Prorations/Adjustments		
262.52		County Taxes 01/01/25-04/02/25		262.52
		Title Charges and Escrow/Settlement Charges		
75.00		Abstract or Search Fees to Chicago Title Insurance Company (Title Wave)		
300.00		Closing Fee (S) to Near North Title Group LLC		
725.00		Owner's Title Insurance to Near North Title Group LLC Coverage: \$130,000.00 Premium: \$725.00 Version: 2021 ALTA Owner's Policy (07/01/ 21)		

Seller		Description	Buyer	
Debit	Credit		Debit	Credit
		Title Charges and Escrow/Settlement Charges (continued)		
140.00		Tax and Lien Search to PropLogix		
		Commissions		
300.00		Real Estate Commission - Listing Agent to Allison James Estates and Homes	0.00	
0.00		Real Estate Commission - Selling Agent Note: Includes Adjustment of \$300.00	0.00	
		Government Recording and Transfer Charges		
		Recording Fees to Charlotte County Clerk of the Circuit Court	18.50	
910.00		Documentary Stamp Tax to Charlotte County Clerk of the Circuit Court		
10.00		Recording Death Certificate to Charlotte County Clerk of the Circuit Court		
18.50		Recording DR-312 to Charlotte County Clerk of the Circuit Court		
		Miscellaneous		
299.18		4th Installment 2024 Property Taxes to Contact for Payment of Property Tax Bills		
8.00		eRecording Service Fee to Charlotte County Clerk of the Circuit Court	4.00	
82.02		Water to City of Punta Gorda		
Seller			Buyer	
Debit	Credit		Debit	Credit
3,130.22	130,000.00	Subtotals	130,022.50	10,262.52
		Due from Buyer		119,759.98
126,869.78		Due to Seller		
130,000.00	130,000.00	Totals	130,022.50	130,022.50

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Near North Title Group LLC to cause the funds to be disbursed in accordance with this statement.

Buyer


Kurt W. Havel


Delonda S. David

Seller

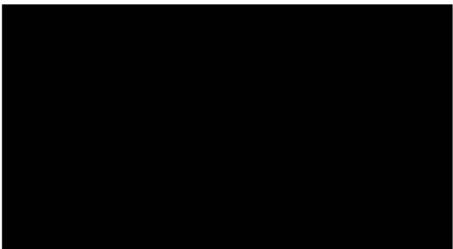

Sherra L. Simes

Near North Title Group LLC

BY:


Lisa Rincones

Managing Escrow Officer



Order No.: FL2504431

Property Appraiser's Parcel I.D. (folio) Number:
412306364002

WARRANTY DEED

THIS WARRANTY DEED dated this the 2nd day of April, 2025, by Sherra L. Simes, a single woman, whose post office address is 308 Goldstein Street, Punta Gorda, FL 33950 (the "Grantor"), to Kurt W. Havel, an unmarried man and Delonda S. David, an unmarried woman, as Joint Tenants with Rights of Survivorship, whose post office address is 301 Goldstein Street, Punta Gorda, FL 33950 (the "Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the Grantee, all that certain land situated in County of Charlotte, State of Florida, viz:

Lot 3, Subdivision of Lot 2 and the North half of Lot 1, Block 45, Punta Gorda (also known as CITY OF PUNTA GORDA), a subdivision according to the map or plat thereof, as recorded in Plat Book 1, Page 16, of the Public Records of, Charlotte County, Florida

Subject to easements, restrictions, reservations and limitations of record, if any.

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

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: 2024.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Kimberly Gilbert
Witness Signature
KIMBERRY GILBERT
Printed Name of First Witness

2861 Placida Road, Suite B
Englewood, FL 34224
Address of First Witness

Sherra L. Simes
Sherra L. Simes

Lisa J. Rincones
Witness Signature
Lisa J Rincones
Printed Name of Second Witness

2861 Placida Road, Suite B
Englewood, FL 34224
Address of Second Witness

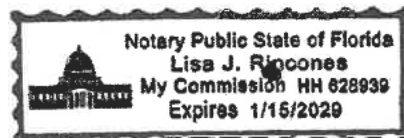
STATE OF FLORIDA

COUNTY OF Charlotte

The foregoing instrument was acknowledged before me by means of X Physical Presence or _____
Online Notarization on this 2nd day of April, 2025 by Sherra L. Simes, who is personally known to me or
produced FL Drivers License as identification.

Lisa J. Rincones
Notary Public
Printed Name: Lisa J Rincones

My Commission Expires: _____
(SEAL)



Near North Title Group LLC
ALTA Universal ID:
2861 Placida Rd, Unit B
Englewood, FL 34224

File No./Escrow No.: FL2504431
Print Date & Time: March 27, 2025 2:24 pm
Officer/Escrow Officer: [REDACTED]
Settlement Location: [REDACTED]

Property Address: 308 Goldstein Street
Punta Gorda, FL 33950

Buyer: Kurt W. Havel

[REDACTED]
Delonda S. David

Seller: Sherra L. Simes

Settlement Date : April 02, 2025
Disbursement Date : April 02, 2025

Seller		Description	Buyer	
Debit	Credit		Debit	Credit
		Financial		
	170,000.00	Sale Price of Property	170,000.00	
		Deposit		10,000.00
		Prorations/Adjustments		
269.46		County Taxes 01/01/25-04/02/25		269.46
		Title Charges and Escrow/Settlement Charges		
75.00		Abstract or Search Fees to Chicago Title Insurance Company (Title Wave)		
300.00		Closing Fee (S) to Near North Title Group LLC		
925.00		Owner's Title Insurance to Near North Title Group LLC Coverage: \$170,000.00 Premium: \$925.00 Version: 2021 ALTA Owner's Policy (07/01/ 21)		

Seller		Description	Buyer	
Debit	Credit		Debit	Credit
		Title Charges and Escrow/Settlement Charges (continued)		
140.00		Tax and Lien Search to PropLogix		
		Commissions		
300.00		Real Estate Commission - Listing Agent to Allison James Estates and Homes	0.00	
		Government Recording and Transfer Charges		
		Recording Fees to Charlotte County Clerk of the Circuit Court	18.50	
1,190.00		Documentary Stamp Tax to Charlotte County Clerk of the Circuit Court		
		Miscellaneous		
283.69		4th Installment Property Taxes to Contact for Payment of Property Tax Bills		
		eRecording Service Fee to Charlotte County Clerk of the Circuit Court	4.00	
Seller			Buyer	
Debit	Credit		Debit	Credit
3,483.15	170,000.00	Subtotals	170,022.50	10,269.46
		Due from Buyer		159,753.04
166,516.85		Due to Seller		
170,000.00	170,000.00	Totals	170,022.50	170,022.50

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Near North Title Group LLC to cause the funds to be disbursed in accordance with this statement.

Buyer


Kurt W. Havel


Delonda S. David

Seller


Sherra L. Simes

Near North Title Group LLC

BY: 
Lisa Rincones
Managing Escrow Officer

**County:** Charlotte**Subdiv:** PUNTA GORDA**Subdiv/Condo:****Style:** Unimproved Land**On Market Date:** 01/27/2025**Total Acreage:** 0 to less than 1/4**Price Per Acre:** \$1,545,455.00**For Lease:** No**Sold Price:** \$170,000**Sold Date:** 04/02/2025**Flood Zone Code:** AE**Status:** Sold**Backups Requested:** Yes**List Price:** \$199,900**Designated Builder:** No**Special Sale:** None**ADOM:** 49**CDOM:** 49**Pets:**

This lot is one of the best lots available in all of downtown Punta Gorda. It is a multi-use lot that is zoned for commercial, multi family or residential. Because of this zoning, the lot can be build up to 90 percent of the lot surface as long as it follows code and set backs. Normal lots are only 60 percent. This lot also has one of the very few easement roads behind the lot so this has the potential to have a garage entrance door on either Goldstein or the access alley AND OR BOTH!!! You can see this alley on pictures 7 and 8. This entrance comes off of West Olympia and is shared with the owners of the properties on the other side. Normal lots simply back up to another home. You could literally have a drivethrough garage if you build up and have a second story structure. This lot can also be bought with the lot right next door at 302 Goldstein and you can literally entertain owning the entire corner. So try and consider all the possibilities then. You would literally be 1 block from Downtown Punta Gorda and all it has to enjoy and 2 blocks from the Charlotte Harbor. The Saturday morning farmers market is always a local favorite. Multi places around town to put the wave runner or boat in the water. 8 golf courses all within a 20 minute drive for all you golfing enthusiast. A miles long walking and biking paths along the Charlotte Harbor is hard to beat. So many unique and historical sites to visit while walking around downtown. All different types of restaurants present you a variety of cuisines to choose from and of course, your favorite sports bar or pub to get together with friends to cheer on your favorite teams. Then of course, all the pickleball courts around town including the pickleplex where you can enjoy league play and tournaments!

Land, Site, and Tax Information**Legal Desc:** PUG 000 0045 0003 PUNTA GORDA BLK 45 LT 3 SUB LT 2 195/343 DC1812/192 1819/827 3674/1228 UNREC DC-EEP**SE/TP/RG:** 06-415-23E**Subdivision #:****Between US 1 & River:****Tax ID:** 412306364002**Taxes:** \$1,081**Homestead:****AG Exemption YN:****Alt Key/Folio #:** 412306364002**Add Parcel:** No**Ownership:** Fee Simple**Book/Page:** 2-97**Lot Dimensions:** 52x90x52x90**Water Frontage:** No**Utilities:** Cable Available, Electricity Available, Phone Available, Public, Sewer Available, Street Lights, Water Available**Water:** Public**Sewer:** Public Sewer**Horse Amenities:****Road Surface Type:** Brick**Community Information****HOA / Comm Assn:****HOA Fee:****Master Assn/Name:** No**Elementary School:** Sallie Jones Elementary**HOA Pmt Sched:****Master Assn Fee:****Middle School:** Punta Gorda Middle**Mo Maint\$(add HOA):****Master Assn Ph:****High School:** Charlotte High**Realtor Information****List Agent:** Kurt Havel**E-mail:** kwh.realtor@gmail.com**List Agent ID:** 474015132**List Agent Fax:** 866-355-9300**List Agent Direct:** 239-362-6656**List Agent Cell:****Call Center #:** 239-362-6656**Office ID:** 274501583**Office Phone:** 941-500-4922**Expiration Date:** 07/27/2025**Office:** ALLISON JAMES ESTATES & HOMES**Original Price:** \$225,000**Previous Price:** \$225,000**Seller Representation:** Transaction Broker**Possession:** Close Of Escrow**Owner:** SHERRA SIMES**Contract Status:** No Contingency**Contract:** 03/17/2025**Selling Agent:** Kurt Havel**Terms:** Cash**Listing Service Type:** Full Service**Realtor Info:** As-Is, See Attachments, Sign**Showing Instructions:** Go Direct**Driving Directions:** From downtown Punta Gorda go southbound 1 block from the bridge to Marion and turn right and immediately turn left on Goldstein. Go 1 block and cross over West Olympia and lot is the second one on the left hand side.**Realtor Remarks:** Buyer must verify any and all information to be deemed accurate and acceptable to the buyer. Please do your due diligence with the City of Punta Gorda before presenting. Seller does not want to put the listing into pending unless it is a 0 days feasibility time period so that it is not tied up. We discussed the description information with Rachel at the City of Punta Gorda Building Department and Zoning, so please call her to confirm as well. 941-575-3324.**Documents and Disclosures**

Land Sales Disclosure

Flood Disclosure

Status of Documents and Disclosures**Seller's Preferred Closing Agent****Closing Agent Name:** Lisa Rincones**Email:** lrincones@nntg.com**Phone:** 941-208-3144**Fax:**

Address: 2861 Placida Rd. Unit B Englewood, Florida 34224
Closing Company Name: Near North Title Group

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James Bushouse, PE
Consulting Engineers

I N V O I C E

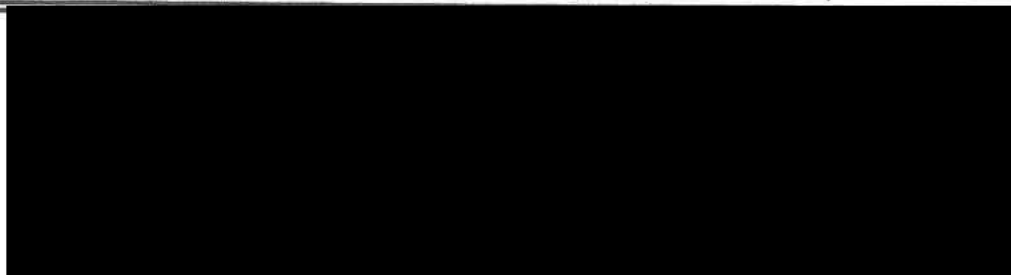
August 20, 2025

Kurt Havel



Inspection and report for the 302 Goldstein Street

Total Due = \$900.00



**CITY COUNCIL
CITY OF PUNTA GORDA
03/25/2026**

ORDINANCES / RESOLUTIONS
(No Public Hearing Required)

Title: **LEGISLATIVE:** ZA-03-2026 Proposed amendment to Chapter 26, Articles 3.4 and 3.5 to allow for the possible expansion of the General Single-Family and General Multi-Family Districts, and require multi-family structures within the GM Districts to comply with Article 7 with exemptions. **SECOND READING.**

Funds:

Recommended Action: The Planning Commission voted unanimously to recommend approval of the proposed amendments.

Summary: Proposed amendment to Chapter 26, Articles 3.4 and 3.5 to allow for the possible expansion of the General Single-Family and General Multi-Family Districts, and require multi-family structures within the GM Districts to comply with Article 7 with exemptions.

Department/Division: Urban Design

EXHIBITS:

-
1. [ZA-03-2026 - Magdalena Drive - Ordinance](#)
 2. [ZA-03-2026 - Magdalino Drive - Staff Report - CC - Second Reading](#)
-

CITY OF PUNTA GORDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF PUNTA GORDA, FLORIDA, AMENDING THE CITY OF PUNTA GORDA LAND DEVELOPMENT REGULATIONS, CHAPTER 26, , ARTICLE 3, "REGULATING DISTRICTS", SECTION 3.4, "GS, GENERAL SINGLE-FAMILY RESIDENTIAL DISTRICT", SECTION 3.5, "GM, GENERAL MULTI-FAMILY RESIDENTIAL DISTRICT", AND SUBSECTION 3.5(e)(1), GENERAL REQUIREMENTS, AMENDED TO ALLOW FOR THE EXPANSION OF THE GENERAL SINGLE-FAMILY AND GENERAL MULTI-FAMILY RESIDENTIAL DISTRICTS, AND REQUIRE MULTI-FAMILY STRUCTURES TO COMPLY WITH ARTICLE 7 WITH EXEMPTIONS; PROVIDING FOR FINDINGS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the existing restrictions in sections 3.4, 3.5 and 3.5 (e)(1) prohibit the expansion of the General Single-Family (GS) and General Multi-family (GM) Residential Districts beyond their current boundaries, resulting in inconsistent land use patterns that restrict the City's ability to accommodate new residential development consistent with established neighborhoods; and

WHEREAS, the expansion through the future annexation of adjacent properties and/or rezoning will facilitate positive, neighborhood-scaled growth aligned with the City's planning objectives; and

WHEREAS, the development of multi-family structures within the General Multi-Family Residential District must be required to comply with Article 7 – Architectural Provisions of the City's Land Development Regulations, single-family and duplex units and structures located within the Special Residential Overlay District will be exempt; and

WHEREAS, the City's Comprehensive Plan, particularly Objective 1.1.13, in accordance with the Citywide Master Plan, the City will amend its Land Development Regulations, focusing on priorities like promoting diverse and affordable housing by providing missing middle housing options such as cottages, townhomes, and duplexes; and

WHEREAS, the amendment to Chapter 26, Section 3.4, Section 3.5, and Section 3.5(e)(1), of the City of Punta Gorda Land Development Regulations will achieve this; and

WHEREAS, pursuant to the provisions of Section 163.3194(l), Florida Statutes, the Planning Commission, serving as the Local Planning Agency for the City of Punta Gorda, Florida, has reviewed the proposed request and has found it to be consistent with the adopted Comprehensive Plan of the City of Punta Gorda.

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

- I. Chapter 26, Article 3, Section 3.4, Punta Gorda code is hereby amended to read as follows:
[additions are underlined, deletions are ~~struck through~~]

Section 3.4 GS, General Single-Family Residential District

The General Single-Family Residential District is coded to permit the completion and/or annexation of conventional single-family residential subdivisions existing or approved by the Punta Gorda City Council prior to the effective date of these regulations. The General Single-Family Residential District is established solely to accommodate completion of previously approved development of lands within the district. ~~The district is not intended to be available for future rezonings, nor as a means of expanding the boundaries of existing GS Districts.~~

- II. Chapter 26, Article 3, section 3.5, Punta Gorda Code is hereby amended to read as follows:
[additions are underlined, deletions are ~~struck through~~]

Section 3.5 GM, General Multi-family Residential District

The General Multi-Family Residential District is coded to permit the completion and/or annexation of conventional multi-family residential development within the district. The district is intended to be medium to high-density residential, with emphasis on multi-family use. The district is ~~not intended to be available for~~ limited future code amendments, ~~nor~~ as a means of limiting the expansion ~~expanding~~ of the boundaries of existing GM Districts.

No change to Subsection (a) - (d)

(e) General Requirements.

(1) Buildings ~~are exempt from~~ must comply with the architectural requirements of Article 7 – Architectural Provisions. Single-family or duplex units and structures located within the Special Residential Overlay District are exempt.

(2) Development in the GM District which is approved but not yet built is permitted minor modifications through the administrative process. Such development, if redesigned, must conform to all of the requirements of this Article for the GM District.

(3) With the exception of single family and two-family residences, all permitted uses require development plan approval.

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

DEBORAH LUX, Mayor

ATTEST:

SARA WELCH, CMC, City Clerk

APPROVED AS TO FORM:

Steven S. Leskovich, Esq., Ph.D.
City Attorney



ZONING (TEXT) AMENDMENT STAFF REPORT

TO: City Council

VIA: Boyd Lawrence, AICP, Planning Director
Hank Flores, AICP, CFM, Urban Design Manager

FROM: Carl Bengé, AICP, Principal Planner

DATE: March 25, 2026

SUBJECT: Zoning (Text) Amendment, ZA-03-2026, Amending General Single-Family and General Multi-Family Zoning Districts – Second Reading

Request

ZA-03-2026: Proposed amendment to Chapter 26, Articles 3.4 and 3.5 to allow for the possible expansion of the General Single-Family and General Multi-Family Districts, and require multi-family structures within the GM Districts to comply with Article 7, Architectural Standards with exemptions.

Hearing Minutes and Board Recommendation(s)

As of the drafting of this staff report, minutes from the February 23, 2026, meeting of the Planning Commission were not available. The Planning Commission voted to recommend approval of ZA-01-2026.

Background

In 2022, The City of Punta Gorda issued building permits for three (3) properties located on Magdalena Drive to William Morgan in order to allow for the construction of three (3) duplexes. Subsequent to the issuance of the permits and after construction had already commenced on the properties, it was determined that the GS-3.5 District does not allow duplexes as a Permitted Use.

Over the ensuing three (3) years, the City and Mr. Morgan met several times to discuss remedies to the situation that would satisfy both parties. Unfortunately, no agreement was able to be reached and the partially constructed duplexes have sat unattended since.

On October 22, 2025, City Council formally directed staff to expedite a process to allow Mr. Morgan to move forward with the proposed development. Staff has reviewed the Land Development Regulations and determined that a change in the district of the subject properties from the GS-3.5 (General Single-Family – 3.5 units per acre) District to the GM-10 (General Multi-

Family – 10 units per acre) District would allow for the completion of the construction of the duplexes as desired by Mr. Morgan.

In reviewing the Intent Language of the GS (General Single-Family) and GM (General Multi-Family) Districts, staff determined that the last sentence contained within the respective district description precludes the rezoning of these properties to the GM-10 District. The language for the respective districts reads as follows:

GS-3.5/5: The General Single-Family Residential District is coded to permit the completion and/or annexation of conventional single-family residential subdivisions existing or approved by the Punta Gorda City Council prior to the effective date of these regulations. The General Single-Family Residential District is established solely to accommodate completion of previously approved development of lands within the district. *The district is not intended to be available for future rezonings, nor as a means of expanding the boundaries of existing GS Districts;* and,

GM-5/10/15: The General Multi-Family Residential District is coded to permit the completion and/or annexation of conventional multi-family residential development within the district. The district is intended to be medium to high-density residential, with emphasis on multifamily use. *The district is not intended to be available for future code amendments, nor as a means of expanding the boundaries of existing GM Districts.*

Recommendation

On March 11, 2026, the City Council held the First Reading of the amendment and voted, 5-0, to forward the request for Second Reading to be heard at the March 25, 2026, City Council meeting.

Staff is recommending that the City Council Approve, on Second Reading, the proposed text amendment to allow for the removal of the italicized language contained within these two district descriptions. The proposed modifications would allow for the consideration of a Future Land Use Map Amendment and a Zoning District Amendment for the properties located on the east side of Magdalina Drive, which may allow for the completion of the construction of these duplex units.

The removal of this language would also allow potential annexed properties to be designated with either the GS or GM Districts depending on the proposed use of these properties.

Supplemental Information

Amendments are proposed to [Chapter 26, Article 3, Section 3.4 and Section 3.5](#) [when viewing this document electronically, click the blue underlined text and it will open in a web browser for cross referencing].

[Florida Statutes, Chapter 166.041](#), outlines the process for the City of Punta Gorda to follow in order to adopt ordinances and resolutions. Pursuant to these regulations, any revisions to the City's Land Development Regulations (LDR) is facilitated through an ordinance.

**CITY COUNCIL
CITY OF PUNTA GORDA
03/25/2026**

ORDINANCES / RESOLUTIONS
(No Public Hearing Required)

Title: **QUASI-JUDICIAL:** CP-01-2026 - An Ordinance of the City Council of Punta Gorda, Florida, amending the Comprehensive Plan - Future Land Use Map to reflect the change in the current designation from Low Density Residential (LDR) to High Density Residential (HDR) for 1.87 acres, of land situated in the State of Florida, County of Charlotte, lying in Section 13, Township 41, Range 22, and being further described and incorporated herein; providing for findings; providing for conflict; providing for severability; and providing an effective date. **SECOND READING.**

Funds:

Recommended Action: Staff recommends approval of the future land use change. On February 23, 2026, the Planning Commission voted 6 to 1 to recommend denial of the future land use change.

Summary: City-initiated future land use change, changing the land use designation of the seven subject properties from Low Density Residential to High Density Residential. There is a companion city-initiated zoning change for the same properties, to change the zoning designation from General Single Family-3.5 to General Multi-Family-10.

Department/Division: Urban Design

EXHIBITS:

-
1. [CP-01-2026 - Magdalena Drive - FLUM Amendment - Ordinance](#)
 2. [CP-01-2026 - Magdalena Drive - FLUM Amendment - Staff Report - CC - Second Reading](#)
-

CITY OF PUNTA GORDA
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF PUNTA GORDA, FLORIDA, AMENDING THE COMPREHENSIVE PLAN - FUTURE LAND USE MAP TO REFLECT THE CHANGE IN THE CURRENT DESIGNATION FROM LOW DENSITY RESIDENTIAL (LDR) TO HIGH DENSITY RESIDENTIAL (HDR) FOR 1.87 ACRES, OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF CHARLOTTE, LYING IN SECTION 13, TOWNSHIP 41, RANGE 22, AND BEING FURTHER DESCRIBED AND INCORPORATED HEREIN; PROVIDING FOR FINDINGS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Punta Gorda, (hereinafter referred to as "Petitioner") has petitioned to amend the Comprehensive Plan Future Land Use Map for the parcels of land addressed as 412213258001, 412213258002, 412213258003, 412213258004, 412213258005, 412213258006, and 412213258007, and more particularly described in Exhibit "A" attached here to and incorporated herein, (hereinafter referred to as "The Property"); and

WHEREAS, this amendment to the City's Comprehensive Plan is in conjunction with the rezoning request of the Property; and

WHEREAS, this amendment to the City's Comprehensive Plan Future Land Use Map is compatible with the character of the surrounding neighborhood; and

WHEREAS, Pursuant to the provisions of Section 163.3174(1), Florida Statutes, the Planning Commission, serving as the Local Planning Agency for the City of Punta Gorda, Florida, has reviewed the proposed request and has found it to be consistent with the adopted Comprehensive Plan of the City of Punta Gorda.

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

- I. The City of Punta Gorda Comprehensive Plan Future Land Use Map is hereby changed from Low Density Residential (LDR) to High Density Residential (HDR) for a total of 1.87 acres, more or less, and identified by the Charlotte County Property Appraiser's Office by Parcel ID Numbers 412213258001, 412213258002, 412213258003, 412213258004, 412213258005, 412213258006, and 412213258007, and described as follows:

Block 163, Lots 9 through 15, PUNTA GORDA ISLES, Section 14, REPLAT, a Subdivision, according to the plat thereof, as recorded in Plat Book 9, Pages 7A and 7B, INCLUSIVE, of the Public Records of Charlotte County, Florida.

- II. The Official Future Land Use Map of the City of Punta Gorda, Florida shall be revised to reflect the changes approved by this ordinance.
- III. It is the declared intent of the City Council that if any section, subsection, sentence, clause, phrase, or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.
- IV. Any ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.
- V. Pursuant to Section 163.3184, Florida Statutes, this Ordinance shall become effective 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, an amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

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

DEBORAH LUX, Mayor

ATTEST:

SARA WELCH, CMC
City Clerk

APPROVED AS TO FORM:

Steven S. Leskovitch, Esq., Ph.D.
City Attorney



**COMPREHENSIVE PLAN AMENDMENT
STAFF REPORT**

TO: City Council

VIA: Boyd Lawrence, AICP, Planning Director
Hank Flores, AICP, CFM, Urban Design Manager

FROM: Carl Bengé, AICP, Principal Planner

DATE: March 25, 2026

SUBJECT: CP-01-2026 - Magdalena Drive - City Initiated – Amendment of the Future Land Use Map Designation from Low Density Residential (LDR) to High Density Residential (HDR) – Second Reading

Title

CP-01-2026 - Ordinance of the City of Punta Gorda, Florida, amending the future land use map designation of 1.87 +/- acres identified as parcels 412213258001, 412213258002, 412213258003, 412213258004, 412213258005, 412213258006, and 412213258007 as recorded in the Public Records of Charlotte County, Florida, being more particularly described in "Exhibit A" attached hereto and incorporated herein, from Low-Density Residential (LDR) to High-Density Residential (HDR); providing for findings; providing for conflict; providing for severability; and providing an effective date.

Hearing Minutes and Board Recommendation(s)

As of the drafting of this staff report, minutes from the February 23, 2026, meeting of the Planning Commission were not available. The Planning Commission voted to recommend denial of CP-01-2026.

Background

On February 25, 2022, the City of Punta Gorda issued building permits for properties located at 2926 Magdalena Drive, 2930 Magdalena Drive, and 2938 Magdalena Drive. The building permit applications were clearly marked for duplex development under the "Use of Building" section of the permit application at the time of their submittal. However, the zoning reviewer did not notice this discrepancy and approved their part of the application. The General Single-Family-3.5 Zoning District does not allow duplexes as a Permitted Use. After completion of the review of the

application and supporting documentation, Building Permits 22-169044 (2926 Magdalina Drive), 22-169047 (2930 Magdalina Drive), and 22-169051 (2938 Magdalina Drive) were issued.

On September 22, 2022, the error was discovered and a Stop Work Order was posted on the subject properties along with an email to the property owner from the Zoning Official. The owner, William Morgan of Lewis Maguire Homes, LLC, was contacted and provided the City's Attorney contact information as requested.

Between December 29, 2023 and August 15, 2024, multiple emails were sent from the Zoning Official, City Manager, City Attorney to William Morgan or his representative regarding the condition of the properties (Exhibit A – Timeline).

In March 2025, staff was directed to move forward with the Magdalina Drive projects. Staff determined that a rezone of the parcels would be the only real option to allow the existing duplex foundations to remain. In research, staff established that rezoning the parcels to General Multi-Family-10 would be the best, and integrate well with the existing General Multi-Family zoning located just north of the proposed parcels for amendment.

On October 22, 2025, staff was directed by City Council to move forward with the rezoning of the Magdalina properties to allow for the completion of the construction of the duplex units. In order to allow for an amendment to the Zoning Map, an amendment to the future Land use map designation of the properties to the HDR (High Density Residential) designation is also required.

Request

The requests, initiated by the City administration are for a change to the Future Land Use Map of the City of Punta Gorda Comprehensive Plan (the "Comprehensive Plan") pursuant to the procedures and requirements in Section 5.9 and Section 16.11 of the City of Punta Gorda LDR. Specifically, the requests are:

An ordinance of the City Council of the City of Punta Gorda, Florida amending the Future Land Use Map of the City of Punta Gorda Comprehensive Plan, to modify 1.87+/- acres consisting of seven (7) parcels located on the east side of Magdalina Drive from "Low-Density Residential" to "High-Density Residential"; providing for findings; providing for conflict; providing for severability; and providing an effective date.

The Comprehensive Plan text amendment review and procedures are guided by Florida Statutes. The comprehensive plan amendment proposed here applies to contiguous land area within the City of Punta Gorda ("City") that is less than 50 acres and not in an area of critical state concern. Such text changes are permissible by the small-scale amendment process pursuant to Florida Statutes Section 163.3187.

The area of the proposed map amendments is the 1.87 +/- acres east of Magdalena Drive.

Property IDs: 412213258001, 412213258002,
412213258003, 412213258004,
412213258005, 412213258006, and
412213258007

Land Area: 1.87 +/- acres

Existing Use: General Single-Family-3.5

Existing FLUM Designation: Low Density Residential (LDR)

Proposed FLUM Designation: High Density Residential (HDR)

Proposed Zoning Designation: General Multi-Family-10

General Location:

East: General Single-Family Residential. It is designated on the City's Future Land Use Map as Low Density Residential

West: Charlotte County Zoning of Manufactured Home Conventional (MHC). It is designated on the County's Future Land Use Map as Low Density Residential

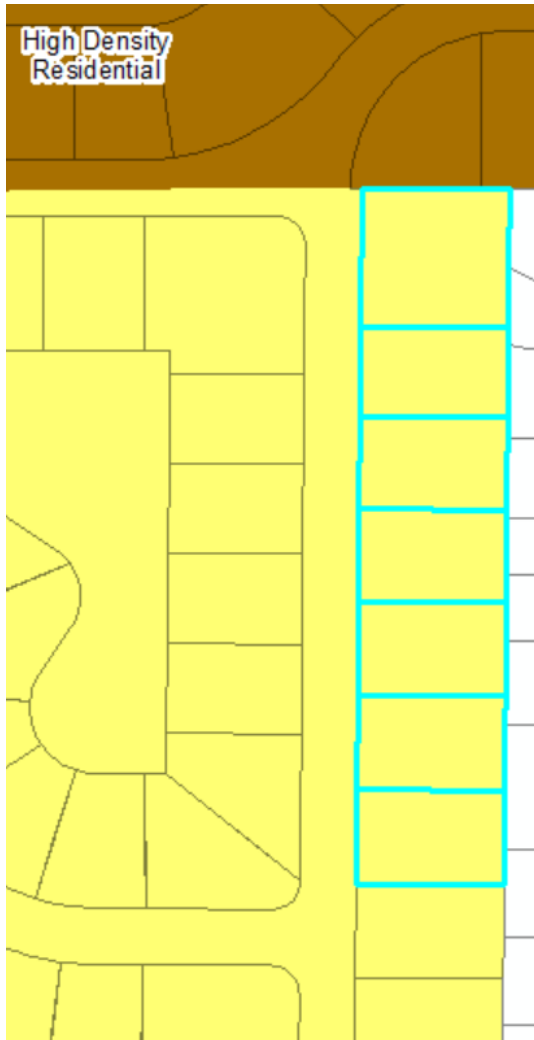
North: General Multi-Family-15. It is designated on the City's Future Land Use Map as High Density Residential

South: General Single-Family Residential. It is designated on the City's Future Land Use Map as Low Density Residential.

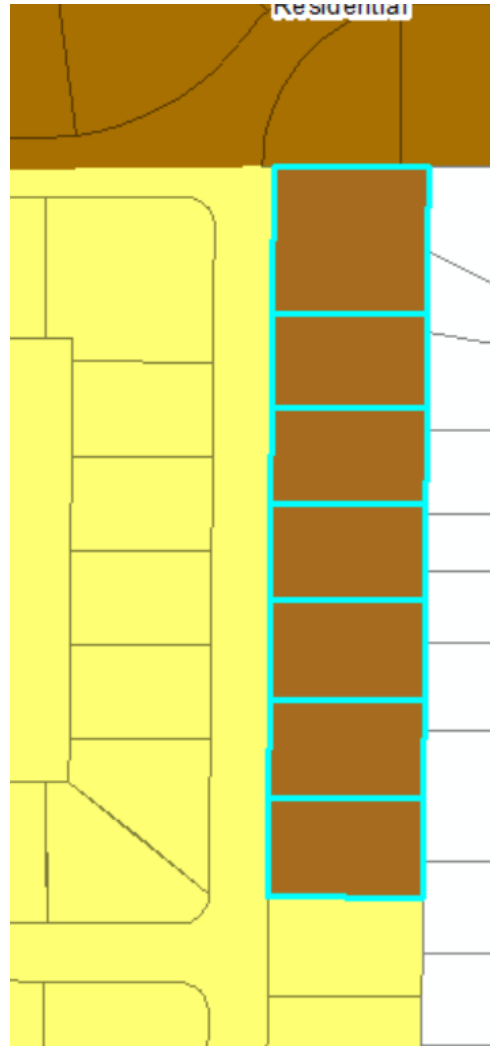
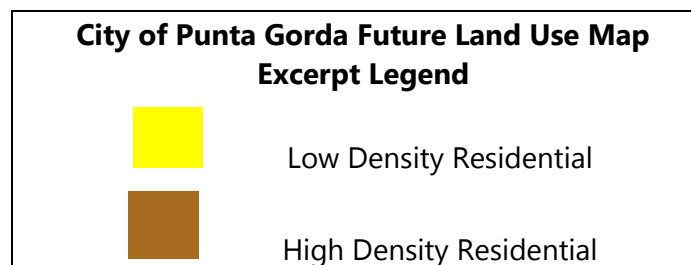


Summary of Changes – Future Land Use

Existing Future Land Use



Proposed Future Land Use



City Code of Ordinance Chapter 26, Section 16.11 Zoning Map Amendments

(a) **Initiation of Application**

The City of Punta Gorda filed an application to amend the FLUM of the subject property.

(b) **Pre-application meeting**

Not applicable.

(c) **Application Filing**

The City of Punta Gorda appropriately filed with the Urban Design Division the required application forms, completed and signed

(d) **Submittal Requirements**

The City of Punta Gorda has appropriately filed with the Urban Design Division the required submittal items, along with supporting documentation and evidence.

(e) **Planned Development**

Not applicable.

(f) **Waivers/Modifications of Submittal Requirements**

The Zoning Official has not waived or modified any of the submittal requirement for this application.

(g) **Consistent with City Plan**

This request is consistent with the City's Comprehensive Plan 2045

(h) **Public Hearing Notice**

The public hearing requirement notice was set as outlined in the City Code of Ordinances, Chapter 26, Section 16.1(g).

City Code of Ordinance Chapter 26, Section 16.11.(k) Approval Criteria. The Planning Commission and City Council shall use the following criteria, in addition to other reasonable considerations, in making their decision regarding approval or disapproval of an amendment application:

(1) **Consistency with the Comprehensive Plan, including but not limited to the Land Use**

Future Land Use Element

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

Objective 1.1.13: In order to enact recommendations of the 2019 Citywide Master Plan, the City of Punta Gorda will amend its land development regulations and Code of Ordinances, focusing on priorities like promoting diverse and affordable housing development, enabling commercial and

mixed-use infill development, improving walkability and bikeability to ensure community safety and economic vibrancy, and ensuring high-quality growth that preserves and enhances community character.

Policy 1.1.13.10: In order to encourage new diverse and more affordable housing types, the City will maintain:

- a) Residential density controls and land uses that are calibrated to allow for missing middle housing types including townhomes, duplexes, fourplexes, cottage courts, and small apartments;

Objective 1.1.14: Punta Gorda will maintain a Future Land Use Map and land use classification system that provides for the distribution, extent, and location of a variety of land uses.

Conservation Element

As there are no proposed changes to the existing sites, existing conditions will remain the same and no additional impacts are expected.

Coastal Management Element

As there are no proposed changes to the existing sites, existing conditions will remain the same and no additional impacts are expected. In addition, there is no expected impact on evacuation times.

Infrastructure Element

Policy 3.2.2.3: Review all land use amendments, zoning changes, or utility service area extensions to determine the availability of utility system capacity.

Housing Element

Goal 4.1: The long-term end toward which Punta Gorda's housing activities and programs are directed is an adequate supply of land and housing, including a variety of housing types and costs, to meet the needs of very low, low, and moderate-income households, both present and future; the conservation and rehabilitation of the current housing stock, including historic structures; the elimination of substandard housing conditions; the appropriate siting of group and foster care facilities in residential areas, and the coordination of housing programs with other agencies.

Objective 4.1.1: Throughout the planning period through 2030, Punta Gorda will provide for a variety of housing types and residential densities to accommodate the needs of current and future populations, as well as meeting the special housing needs of its citizens.

Recreation and Open Spaces Element

As there are no proposed changes to the existing sites, existing conditions will remain the same and no additional impacts are expected.

Community Facilities and Services Element

As there are no proposed changes to the existing sites, existing conditions will remain the same and no additional impacts are expected.

Transportation Element

As there are no proposed changes to the existing sites, existing conditions will remain the same, and no additional impacts are expected.

Public School Facilities Element

As there are no proposed changes to the existing sites, existing conditions will remain the same and no additional impacts are expected.

Intergovernmental Coordination Element

As there are no proposed changes to the existing sites, existing conditions will remain the same and no additional impacts are expected.

Capital Improvements Element

As there are no proposed changes to the existing sites, existing conditions will remain the same and no additional impacts are expected.

Historic Element

Project is not located in the historic district.

Property Rights Element

Goal 12.1: The City will ensure that the protection of existing private property rights will be considered in all local decision making in accordance with section 163.3177(6)(i)1, Florida Statutes.

Objective 12.1.1: The City of Punta Gorda will consider private property rights in local decision-making.

Objective 12.1.2: The City of Punta Gorda will recognize and respect private property rights, and respect such rights and the impact upon them when preparing recommendations for land use decisions.

Policy 12.1.2.1: The City of Punta Gorda recognizes and respects private property rights, and existing entitlements, and shall continue to provide methods for the assertion of vested rights and other administrative remedies through the City of Punta Gorda, Code of Ordinances.

Policy 12.1.2.2: The City of Punta Gorda shall provide appropriate notice to the property owner(s), the general public and owners of neighboring lands of all applications for amendments to the Comprehensive Plan, Zoning Map, and Land Development Regulations.

(2) **Compatibility policies**

The existing development and uses are compatible with the existing adjacent uses and properties.

(3) **Consistency with any binding agreements with Charlotte County, as amended, or any regional planning issues, as applicable.**

There are no binding agreements with Charlotte County or any regional planning issues.

(4) **Mitigation of traffic impacts.**

No anticipated traffic changes are expected. No traffic study will be required.

(5) **Compatibility with surrounding neighborhood and uses.**

Compatibility is as follows:

DIRECTION	FUTURE LAND USE	ZONING	EXISTING LAND USE
North (City)	High Density Residential	General Multi-Family-15	Residential
South (City)	High Density Residential	General Single-Family-3.5	Residential
East (City)	Low Density Residential	General Single-Family-3.5	Residential
West (County)	Low Density Residential	County Zoning	Residential

(6) Provision of adequate public facilities.

Element	Level of Service (LOS)
Infrastructure	Potable Water - 141 Gallons per person per day (or 287 gallons per ERU per day) Sanity Sewer - 83 Gallons per person per day (or 169 gallons per ERU per day) Solid Waste - 7.2 Pounds per person per day Stormwater - C - using a 25 year/24 hour design
Transportation	D - on all major arterials E - on all minor arterials D - on all county collectors D - on all City maintained roads
Recreation and Open Space	5 acres per 1,000 population
Public Schools	Elementary - 95% total capacity Middle - 100% total capacity High - 100% total capacity

- a. City water and wastewater services are already provided and no issues currently exist
- b. The City of Punta Gorda provides solid waste services. In addition, Charlotte County's Zemel Road landfill has sufficient capacity through the County's 2030 planning.
- c. Based on the existing conditions, no adverse traffic impacts are anticipated to the existing parcels.
- d. No stormwater is required on-site.

Findings – The following findings can be drawn concerning this request for a rezoning. These findings are based upon the information submitted by the applicant attached herein, and upon the written provisions of the Punta Gorda City Code pertaining to this type of request.

- Finding #1: The subject sites contains approximately 1.87 +/- acres
- Finding #2: The comprehensive plan request has precipitated the need for this rezoning request.
- Finding #3: The properties shall be governed by the currently in effect City of Punta Gorda Comprehensive Plan and Land Development regulations and may not become effective until 31 days after adoption pursuant to Chapter 163.3187(5)(c) F.S.
- Finding #4: The property is located within the Punta Gorda Utility Service Area and is currently served with municipal water and wastewater services.

Conclusions – Based on the approval criteria presented above, the Punta Gorda Urban Design Division offers the following conclusion(s):

- Conclusion #1: The future land use map designation is in order and statutory requirements have been met.
- Conclusion #2: Municipal water and wastewater service are already available to the properties.
- Conclusion #3: The application is consistent with the City's 2045 Comprehensive Plan.

Staff Recommendations – based on the aforementioned approval criteria findings and conclusions:

On March 11, 2026, the City Council heard the First Reading of the petition and voted, 3-2, to forward the request for Second Reading to be held at the March 25, 2026, City Council meeting.

Staff has reviewed the request and determined that the standards of review have been met. Staff recommends that based upon the above Findings and Conclusions, the City Commission approve, on Second Reading, Comprehensive Plan Amendment – CP-01-2026.

**CITY COUNCIL
CITY OF PUNTA GORDA
03/25/2026**

ORDINANCES / RESOLUTIONS
(No Public Hearing Required)

Title: **QUASI-JUDICIAL:** Z-01-2026 - An Ordinance of the City of Punta Gorda, Florida, amending the City of Punta Gorda District Map for seven (7) parcels consisting of approximately 1.87 +/- acres, identified by the Charlotte County Property Appraiser as parcels 412213258001, 412213258002, 412213258003, 412213258004, 412213258005, 412213258006, and 412213258007, and being more particularly described below, from General Single Family-3.5 (GS-3.5) to General Multi-Family-10 (GM-10); providing for findings; providing for conflict; providing for severability; and providing an effective date. **SECOND READING.**

Funds:

Recommended Action: Staff recommends approval of the zoning change. On February 23, 2026, the Planning Commission voted 6 to 1 to recommend denial of the zoning change.

Summary: City-initiated zoning change, changing the zoning designation of the seven subject properties from General Single Family-3.5 to General Multi-Family-10. There is a companion city-initiated future land use change for the same properties, to change the future land use designation from Low Density Residential to High Density Residential.

Department/Division: Urban Design

EXHIBITS:

-
1. [Z-01-2026 - Magdalina Drive - Zoning Amendment - Ordinance](#)
 2. [Z-01-2026 - Magdalina Drive - Staff Report - CC - Second Reading](#)
-

CITY OF PUNTA GORDA
ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF PUNTA GORDA, FLORIDA,
AMENDING THE CITY OF PUNTA GORDA DISTRICT MAP FOR
SEVEN (7) PARCELS CONSISTING OF APPROXIMATELY 1.87 +/-
ACRES, IDENTIFIED BY THE CHARLOTTE COUNTY PROPERTY
APPRAISER AS PARCELS 412213258001, 412213258002,
412213258003, 412213258004, 412213258005, 412213258006,
AND 412213258007, AND BEING MORE PARTICULARLY
DESCRIBED BELOW, FROM GENERAL SINGLE FAMILY-3.5 (GS-
3.5) TO GENERAL MULTI-FAMILY-10 (GM-10); PROVIDING FOR
FINDINGS; PROVIDING FOR CONFLICT; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Punta Gorda, as agents of owners of approximately 1.87 +/- acres of real property, identified by the Charlotte County Property Appraiser as Parcels 412213258001, 412213258002, 412213258003, 412213258004, 412213258005, 412213258006, and 412213258007, and more particularly described in Exhibit "A" attached hereto and incorporated herein, has filed with the City of Punta Gorda a petition to amend the zoning of said property from its current City of Punta Gorda zoning classification of General Single Family-3.5 to General Multi-Family-10; and

WHEREAS, the requested rezoning is consistent with the proposed City of Punta Gorda zoning classification; and

WHEREAS, the use and proposed zoning for the subject property is compatible with the adjoining uses; and

WHEREAS, pursuant to the provisions of Section 163.3174(1), Florida Statutes, the Planning Commission, serving as the Local Planning Agency for the City of Punta Gorda, Florida, has reviewed the amendment proposed herein, and has found said amendment to be consistent with the adopted Comprehensive Plan of the City of Punta Gorda.

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

- I. The district designation for the property generally described as parcels 412213258001, 412213258002, 412213258003, 412213258004, 412213258005, 412213258006, and 412213258007, Punta Gorda, Florida, as more particularly described below hereto and incorporated herein, is hereby changed from General

Single Family-3.5 to General Multi-Family-10, for the following described properties:

Block 163, Lots 9 through 15, PUNTA GORDA ISLES, Section 14, REPLAT, a Subdivision, according to the plat thereof, as recorded in Plat Book 9, Pages 7A and 7B, INCLUSIVE, of the Public Records of Charlotte County, Florida.

- II. The Official Zoning Map of the City of Punta Gorda, Florida shall be revised to reflect the changes approved by this ordinance.
- III. It is the declared intent of the City Council that if any section, subsection, sentence, clause, phrase, or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.
- IV. Any ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.
- V. This ordinance shall become effective immediately.

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

DEBORAH LUX, Mayor

ATTEST:

SARA WELCH, CMC
City Clerk

APPROVED AS TO FORM:

Steven S. Leskovich, Esq., Ph.D.
City Attorney



ZONING DISTRICT AMENDMENT STAFF REPORT

TO: City Council

VIA: Boyd Lawrence, AICP, Planning Director
Hank Flores, AICP, CFM , Urban Design Manager

FROM: Carl Bengé, AICP, Principal Planner

DATE: March 25, 2026

SUBJECT: Z-01-2026 - Magdalena Drive – City Initiated – Amendment of the Zoning District Designation from GS-3.5 (General, Single-Family – 3.5 DU/Acre) to GM -10 (General Multi-Family – 10 DU/acre) – Second Reading

Title

Z-01-2026 - Ordinance of the City of Punta Gorda, Florida, rezoning 1.87 +/- acres identified as parcels 412213258001, 412213258002, 412213258003, 412213258004, 412213258005, 412213258006, and 412213258007 as recorded in the Public Records of Charlotte County, Florida, being more particularly described below and incorporated herein, from the General Single-Family-3.5 (GS-3.5) District to the General Multi-Family-10 (GM-10); providing for findings; providing for conflict; providing for severability; and providing an effective date.

Hearing Minutes and Board Recommendation(s)

As of the drafting of this staff report, minutes from the February 23, 2026, meeting of the Planning Commission were not available. The Planning Commission voted 6 – 0, to recommend denial of Z-01-2026.

Background:

On February 25, 2022, the City of Punta Gorda issued building permits for properties located at 2926 Magdalena Drive, 2930 Magdalena Drive, and 2938 Magdalena Drive. The building permit applications were clearly marked for duplex development under the “Use of Building” section of the permit application at the time of their submittal. However, the zoning reviewer did not notice this discrepancy and approved their part of the application. The General Single-Family-3.5 Zoning District does not allow duplexes as a Permitted Use. After completion of the review of the application and supporting documentation, Building Permits 22-169044 (2926 Magdalena Dr.), 22-

169047 (2930 Magdalena Dr.), and 22-169051 (2938 Magdalena Dr.) were issued.

On September 22, 2022, the error was discovered and a Stop Work Order was posted on the subject properties along with an email to the property owner from the Zoning Official. The owner, William Morgan of Lewis Maguire Homes, LLC, was contacted and provided the City's Attorney contact information as requested.

Between December 29, 2023 and August 15, 2024, multiple emails were sent from the Zoning Official, City Manager, City Attorney to William Morgan or his representative regarding the condition of the properties (Exhibit A – Timeline).

In March 2025, staff was directed to move forward with the Magdalena Drive projects. Staff determined that a rezone of the parcels would be the only real option to allow the existing duplex foundations to remain. In research, staff established that rezoning the parcels to General Multi-Family-10 would be best, and integrate well with the existing General Multi-Family zoning located just north of the proposed parcels for amendment.

On October 22, 2025, staff was directed by City Council to move forward with the rezoning of the Magdalena properties.

Request

The request, initiated by the City of Punta Gorda, is for an amendment to the District Map of the City, pursuant to the procedures and requirements in Section 5.9 and Section 16.11 of the City of Punta Gorda LDR. Specifically, the request is:

An ordinance of the City Council of the City of Punta Gorda, Florida rezoning 1.87+/- acres consisting of seven (7) lots located generally on the east side of Magdalena Drive from GS-3.5 (General Single-Family - 3.5) to GM-10 (General Multi-Family-10); providing for findings; providing for conflict; providing for severability; and providing an effective date.

The rezone ordinance will be heard on the first reading along with the Comprehensive Plan ordinance. Both ordinances may be adopted on second reading on the same date with the same effective date pursuant to the statutory process.

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The general area of the proposed map amendment is located on the east side of Magdalena Drive.

Land Area: 1.87 +/- acres

Proposed District Designation: General Multi-Family-10

Existing FLUM Designation: Low Density Residential (LDR)

Proposed FLUM Designation: High Density Residential (HDR)

East: General Single-Family Residential with a Future Land Use Map designation of Low Density Residential

West: Charlotte County Zoning of Manufactured Home Conventional (MHC) with a Charlotte County Future Land Use Map designation of Low Density Residential

North: General Multi-Family-15 with a Future Land Use Map designation of High Density Residential

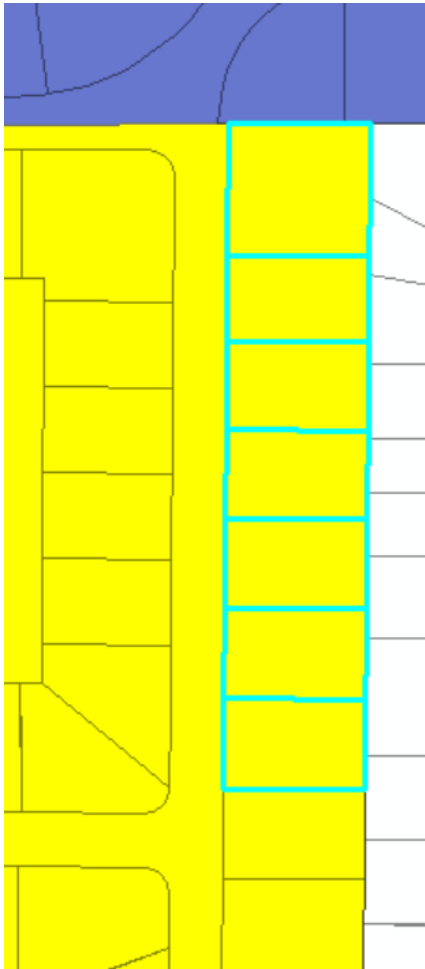
South: General Single-Family Residential with a Future Land Use Map designation of Low Density Residential.



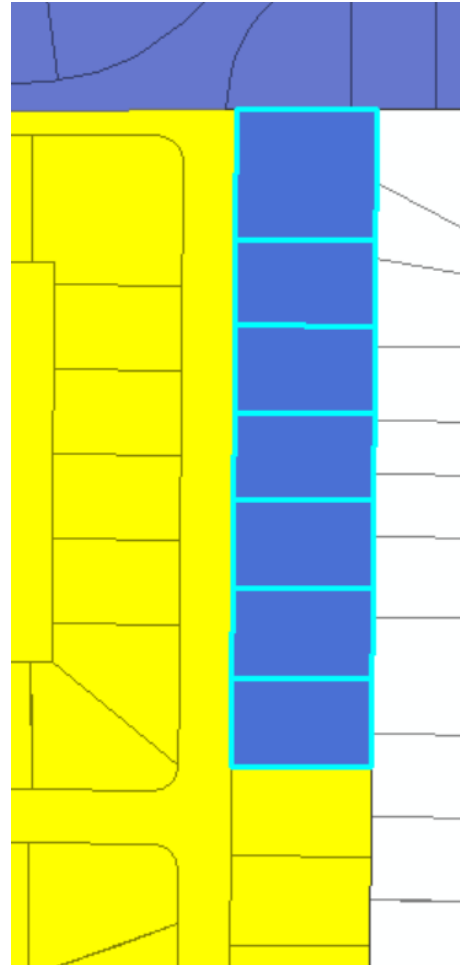
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Summary of Proposed Changes – Zoning Map

Existing Zoning



Proposed Zoning



City of Punta Gorda Zoning Map Excerpt Legend



General Single-Family – 3.5



General Multi-Family - 10

(a) **Initiation of Application**

The City of Punta Gorda filed an application to rezone of the property.

(b) **Pre-application meeting**

Not applicable.

(c) **Application Filing**

The City of Punta Gorda appropriately filed with the Urban Design Division the required application forms, completed and signed

(d) **Submittal Requirements**

The City of Punta Gorda has appropriately filed with the Urban Design Division the required submittal items, along with supporting documentation and evidence.

(e) **Planned Development**

Not applicable.

(f) **Waivers/Modifications of Submittal Requirements**

The Zoning Official has not waived or modified any of the submittal requirement for this application.

(g) **Consistent with City Plan**

This request is consistent with the City's Comprehensive Plan 2045

(h) **Public Hearing Notice**

The public hearing requirement notice was set as outlined in the City Code of Ordinances, Chapter 26, Section 16.1(g).

City Code of Ordinance Chapter 26, Section 16.11.(k) Approval Criteria. The Planning Commission and City Council shall use the following criteria, in addition to other reasonable considerations, in making their decision regarding approval or disapproval of an amendment application:

(1) **Consistency with the Comprehensive Plan, including but not limited to the Land Use**

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

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Policy 1.1.13.10: In order to encourage new diverse and more affordable housing types, the City will maintain:

- a) Residential density controls and land uses that are calibrated to allow for missing middle housing types including townhomes, duplexes, fourplexes, cottage courts, and small apartments;

Conservation Element

As there are no proposed changes to the existing sites, existing conditions will remain the same and no additional impacts are expected.

Coastal Management Element

As there are no proposed changes to the existing sites, existing conditions will remain the same and no additional impacts are expected. In addition, there is no expected impact on evacuation times.

Infrastructure Element

Policy 3.2.2.3: Review all land use amendments, zoning changes, or utility service area extensions to determine the availability of utility system capacity.

Housing Element

Goal 4.1: The long-term end toward which Punta Gorda's housing activities and programs are directed is an adequate supply of land and housing, including a variety of housing types and costs, to meet the needs of very low, low, and moderate-income households, both present and future; the conservation and rehabilitation of the current housing stock, including historic structures; the elimination of substandard housing conditions; the appropriate siting of group and foster care facilities in residential areas, and the coordination of housing programs with other agencies.

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There are no proposed changes to the existing sites, existing conditions will remain the same, and no additional impacts are expected.

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As there are no proposed changes to the existing sites, existing conditions will remain the same and no additional impacts are expected.

Capital Improvements Element

As there are no proposed changes to the existing sites, existing conditions will remain the same and no additional impacts are expected.

Historic Element

Project is not located in the historic district.

Property Rights Element

Goal 12.1: The City will ensure that the protection of existing private property rights will be considered in all local decision making in accordance with section 163.3177(6)(i)1, Florida Statutes.

Objective 12.1.1: The City of Punta Gorda will consider private property rights in local decision-making.

Objective 12.1.2: The City of Punta Gorda will recognize and respect private property rights, and respect such rights and the impact upon them when preparing recommendations for land use decisions.

Policy 12.1.2.1: The City of Punta Gorda recognizes and respects private property rights, and existing entitlements, and shall continue to provide methods for the assertion of vested rights and other administrative remedies through the City of Punta Gorda, Code of Ordinances.

Policy 12.1.2.2: The City of Punta Gorda shall provide appropriate notice to the property owner(s), the general public and owners of neighboring lands of all applications for amendments to the Comprehensive Plan, Zoning Map, and Land Development Regulations.

(2) **Compatibility policies**

The proposed development and uses are compatible with the existing adjacent uses and properties.

(3) **Consistency with any binding agreements with Charlotte County, as amended, or any regional planning issues, as applicable.**

There are no binding agreements with Charlotte County or any regional planning issues.

(4) **Mitigation of traffic impacts.**

No anticipated traffic changes are expected. No traffic study will be required.

(5) **Compatibility with surrounding neighborhood and uses.**

Compatibility is as follows:

DIRECTION	FUTURE LAND USE	ZONING	EXISTING LAND USE
North (City)	High Density Residential	General Multi-Family-15	Residential
South (City)	High Density Residential	General Single-Family-3.5	Residential
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(6) Provision of adequate public facilities.

Element	Level of Service (LOS)
Infrastructure	Potable Water - 141 Gallons per person per day (or 287 gallons per ERU per day) Sanity Sewer - 83 Gallons per person per day (or 169 gallons per ERU per day) Solid Waste - 7.2 Pounds per person per day Stormwater - C - using a 25 year/24 hour design
Transportation	D - on all major arterials E - on all minor arterials D - on all county collectors D - on all City maintained roads
Recreation and Open Space	5 acres per 1,000 population
Public Schools	Elementary - 95% total capacity Middle - 100% total capacity High - 100% total capacity

- City water and wastewater services are already provided and no issues currently exist.
- The City of Punta Gorda provides solid waste services. In addition, Charlotte County's Zemel Road landfill has sufficient capacity through the County's 2030 planning.
- Based on the existing conditions, no adverse traffic impacts are anticipated to the existing parcels.
- No stormwater is required on-site.

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Findings – The following findings can be drawn concerning this request for a rezoning. These findings are based upon the information submitted by the applicant attached herein, and upon the written provisions of the Punta Gorda City Code pertaining to this type of request.

Finding #1: The subject sites contains approximately 1.87 +/- acres

Finding #2: The comprehensive plan request has precipitated the need for this rezoning request.

Finding #3: The properties shall be governed by the currently in effect City of Punta Gorda Comprehensive Plan and Land Development regulations and may not become effective until 31 days after adoption pursuant to Chapter 163.3187(5)(c) F.S.

Finding #4: The property is located within the Punta Gorda Utility Service Area and currently served with municipal water and wastewater services.

Finding #5: No new development is contemplated at this time on a majority of the lots. The property owner of proposes to complete the construction of his duplex units; however, concurrency and compatibility policies are addressed above.

Conclusions – Based on the approval criteria presented above, the Punta Gorda Urban Design Division offers the following conclusion(s):

Conclusion #1: The rezoning application is in order and statutory requirements have been met.

Conclusion #2: Municipal water and wastewater service are already available to the properties.

Conclusion #3: The application is consistent with the City's 2045 Comprehensive Plan.

Staff Recommendations – based on the aforementioned approval criteria findings and conclusions:

On March 11, 2026, the City Council held the First Reading of the petition and voted, 3-2, to forward the request for Second Reading to be heard at the March 25, 2026, City Council meeting.

Staff has reviewed the request and determined that the standards of review have been met. Staff recommends that based upon the above Findings and Conclusions, the City Commission approve, on Second Reading, Zoning District Amendment - Z-01-2025.

**CITY COUNCIL
CITY OF PUNTA GORDA
03/25/2026**

CONSENT AGENDA

Title: February 23, 2026, Pre-agenda City Council Meeting Minutes

Funds: Not applicable.

Recommended Action: City Council approve the minutes.

Summary: The minutes of the February 23, 2026, Pre-agenda City Council Meeting minutes are available for review and approval.

Department/Division: City Clerk

EXHIBITS:

1. [February 23, 2026, Pre-Agenda Minutes](#)

**CITY OF PUNTA GORDA, FLORIDA
CITY COUNCIL PRE-AGENDA MEETING MINUTES
FEBRUARY 23, 2026, 9:00 A.M.
120 LAISHLEY COURT
PUNTA GORDA, FL 33950**

MEMBERS PRESENT: Denton, Julian, Lux, Polk

MEMBERS ABSENT: Lockhart

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

CALL TO ORDER

City Manager Reichert called the meeting to order at 9:00 a.m., noting Councilmember Lockhart was unable to attend this morning.

AGENDA APPROVAL

There were no changes to the agenda.

1) PROCLAMATIONS / PRESENTATIONS

1.a Service Award

Exhibits:
Cover Page

There was no discussion.

1.b Irish American Heritage Month

Exhibits:
Cover Page
Irish American Heritage Month

Mayor Lux stated she would read the proclamation.

2) PUBLIC INPUT

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

There were no introductions.

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

There was no public comment.

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

No public hearing items were scheduled.

4) ORDINANCES / RESOLUTIONS (No Public Hearing Required)

- 4.a A Resolution of the City Council of the City of Punta Gorda, Florida amending the budget for the Fiscal Year beginning October 1, 2025, by providing for supplemental appropriations in the amounts identified in Exhibit A; and providing an effective date.

Exhibits:

Cover Page

Proposed Resolution

There was no discussion.

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

Exhibits:

Cover Page

Proposed Resolution

Budget Justifications

There was no discussion.

5) CONSENT AGENDA

There was no discussion of the Consent Agenda.

- 5.a Invoice of Leskovich Law Group, P.A. for legal services rendered through January 2026 in the amount of \$7,612.50

Exhibits:

Cover Page

January Invoice 0126

- 5.b Invoice of Allen, Norton & Blue, P.A. for legal services rendered on December 31, 2025, in the amount of \$275.00.

Exhibits:

Cover Page

Invoice #190512 in the amount of \$275.00

- 5.c January 26, 2026, Pre-Agenda City Council Meeting Minutes
Exhibits:
Cover Page
January 26, 2026, Pre-Agenda Minutes
- 5.d February 9, 2026, Pre-Agenda City Council Meeting Minutes
Exhibits:
Cover Page
February 9, 2026, Pre-Agenda Minutes
- 5.e *Invoice of Persson, Cohen & Mooney, P.A. for legal services rendered through February 3, 2026, in the amount of \$1,261.40.
Exhibits:
Cover Page
Invoice #6718 in the amount of \$1,261.40

6) REGULAR AGENDA

- 6.a Charlotte County Transit Presentation
Exhibits:
Cover Page
*Charlotte County Transit Presentation

There was no discussion.

- 6.b *Loan Subordination: Peace River Wildlife Center Ground Lease Agreement
Exhibits:
Cover Page
Leasehold Mortgage
All Lease Agreements **

Mayor Lux questioned the amount of Peace River Wildlife Center's loan. Interim City Attorney Leskovich replied he had inquired regarding same last week, anticipating a response this date.

- 6.c Interlocal agreement between the City of Punta Gorda, Florida and Charlotte County, Florida regarding coordinated water supply and wastewater planning
Exhibits:
Cover Page
Utility Planning Interlocal

City Manager Reichert noted a State Revolving Fund (SRF) loan was in progress for related projects.

Tom Spencer, Utilities Director, requested to add two resolutions for SRF loans to the February 25, 2026, agenda for Reverse Osmosis Water Treatment Plant expansion and wastewater infrastructure, noting the SRF application deadline was March 12, 2026. He concluded the items were standard to advance funding awards.

City Manager Reichert stated an amended agenda would be provided later this afternoon.

Councilmember Polk inquired as to any impact of same on the interlocal agreement with Charlotte County.
Tom Spencer replied these were outside of the interlocal agreement's joint planning.

- 6.d TU-02-2026 - A request by Doyle Parking Lot, LLC, property owner and authorized applicant, for a temporary use permit pursuant to Section 16.9 of Chapter 26, Land Development Regulations, Punta Gorda Code, to utilize alternative ground cover materials instead of concrete or asphalt for temporary parking on the properties located at 210 and 216 Nesbit Street and 215 Dupont Street.

Exhibits:

Cover Page

Mayor Lux requested to consider pervious surfaces in a future agenda item.

- 6.e Grant for Repairs and Americans with Disabilities Act Trail Improvements at Punta Gorda Nature Park

Exhibits:

Cover Page

Exhibit A: Letter of Support and Agreement

Mayor Lux requested her name be corrected on the letter.

- 6.f City Attorney Discussion

Exhibits:

Cover Page

Attorney Survey

Florida Association of County Attorneys Service Guide

There was no discussion.

- 6.g Bayfront Proposed Budgets

Exhibits:

Cover Page

Bayfront Proposed Budgets

Discussion ensued regarding inclusion of storage space for the Punta Gorda Boat Club, placement of the restroom, condition of the existing concrete, and cost of the swing benches.

- 6.h Discussion Regarding Fences on Vacant Parcels

Exhibits:

Cover Page

Fences on Vacant Properties

Councilmember Polk questioned whether this item contemplated parking lots as well.

Rachel Barry, Zoning Official, replied affirmatively.

Councilmember Polk questioned if curbing would be restored to deter vehicles from parking on vacant lots.

Rachel Barry replied removal of accessories would be required as part of a demolition permit, indicating a driveway would be included.

Mayor Lux questioned if fencing was to be temporary.

Rachel Barry replied whether fences should be temporary or permanent would be part of the discussion.

6.i Dusk to Dawn Sports Courts

Exhibits:

Cover Page

Dusk to Dawn Sports Courts Discussion

Mayor Lux inquired as to whether Interim City Attorney Leskovich agreed with the previous City Attorney's opinion that the existing residential sports court would be grandfathered in if new regulations were developed for sports courts. Interim City Attorney Leskovich replied he would investigate same.

Councilmember Julian inquired as to the number of sports courts that existed on residential properties.

Rachel Barry replied she was only aware of one.

6.j Project Updates

Exhibits:

Cover Page

Utilities Project Log

Capital Improvement Program Projects

Public Works Project Log

Mayor Lux questioned if target dates could be provided in the project updates. City Manager Reichert replied awarded contracts included completion dates.

7) BOARDS / COMMITTEE

There was no discussion of Board or Committee items.

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

Exhibits:

Cover Page

Burnt Store Isles Canal Advisory Committee

7.b Announcement of Vacancies: Code Enforcement Board (1 regular and 2 alternates)

Exhibits:

Cover Page

Code Enforcement Board

7.c Announcement of Vacancies: Punta Gorda Housing Authority (1 commissioner seat)

Exhibits:

Cover Page

- 7.d Announcement of Vacancies: Punta Gorda Isles Canal Advisory Committee (1 alternate)

Exhibits:

Cover Page

Punta Gorda Isles Canal Advisory Committee

- 7.e Nominations: Code Enforcement Board (1 regular)

Exhibits:

Cover Page

Code Enforcement Board

Peterson Application

8) REPORTS FROM CITY OFFICERS

No reports were made.

8.a City Clerk

8.b City Manager

8.c Interim City Attorney

9) COUNCIL MEMBER COMMENTS

Mayor Lux stated she would request consideration to present the Punta Gorda Rotary Club with the Mayor's Award at the regular meeting. She then shared a document on quasi-judicial procedures. She spoke optimistically on House Bill 840, reviewing how it could benefit the City. She then stated she would be holding a townhall meeting on March 2, 2026.

10) PUBLIC INPUT

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

There was no public comment.

ADJOURNMENT

The meeting adjourned at 9:21 a.m.

**CITY COUNCIL
CITY OF PUNTA GORDA
03/25/2026**

CONSENT AGENDA

Title: February 25, 2026, City Council Meeting Minutes

Funds: Not applicable.

Recommended Action: City Council approve the minutes.

Summary: The minutes of the February 25, 2026, City Council Meeting minutes are available for review and approval.

Department/Division: City Clerk

EXHIBITS:

1. [February 25, 2026, Minutes](#)

**CITY OF PUNTA GORDA, FLORIDA
CITY COUNCIL REGULAR MEETING MINUTES
FEBRUARY 25, 2026, 9:00 A.M.
120 LAISHLEY COURT
PUNTA GORDA, FL 33950**

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

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

CALL TO ORDER

Mayor Lux called the meeting to order at 9:00 a.m.

Carlo Gargiulo provided the invocation, followed by the Pledge of Allegiance.

Tom Spencer, Utilities Director, announced the Southwest Florida Water Management District (SFWMD) had imposed Phase II water shortage restrictions, explaining lawns could only be irrigated once per day per week on the assigned day, with certain exceptions. He then noted House Bill 4077 was not placed on the State Affairs Committee, with the interlocal on the agenda this date intended to remove the need for same.

Councilmember Julian announced a new Operation Desert Storm memorial would be dedicated on October 24, 2026. He thanked City Manager Reichert and Tom Spencer for their work on the proposed interlocal agreement for utilities.

AGENDA APPROVAL

There were no changes to the agenda.

1) PROCLAMATIONS / PRESENTATIONS

1.a Service Award

Exhibits:

Cover Page

Tom Spencer presented a service award recognizing Mark Strother for 10 years with the City.

1.b Irish American Heritage Month

Exhibits:

Cover Page

Irish American Heritage Month

Mayor Lux presented the proclamation to Kevin Doyle, Celtic Ray Public House.

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.

Robert Peterson introduced himself as an applicant for the Code Enforcement Board, speaking on his experience and qualifications.

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

Joe Camerano spoke in favor of an alternative configuration for the Gilchrist Park pickleball courts, stating same would increase safety and pace of play.

Cindy O'Hara commented on inexperience on City Council and in certain City staff positions.

Gary Wein spoke on behalf of the Peace River Wildlife Center, requesting favorable consideration for the lease subordination.

Robert Forte stated he recently received a notice of violation for his retractable boat cover, which he was contesting. He requested City Council review how retractable boat covers were covered in the City's Code of Ordinances.

John Nichols spoke in favor of the City allowing retractable boat covers.

Deborah Cotellessa spoke in favor of regulations for residential sports courts to protect neighboring property owners' peace.

Bob Crook also expressed favor for regulations for residential sports courts and associated lights to protect neighboring property owners' peace.

Brad Mullen voiced desire for allowance of retractable boat covers.

Ed Wotitzky, agent for Peace River Wildlife Center, received confirmation he should speak during the loan subordination item.

Tim Ritchie thanked the City Fire Department for their recent service response to his mother. He then spoke on recent legislation and a designation of phosphate as a critical mineral by President Donald Trump.

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

There were no public hearings scheduled.

4) ORDINANCES / RESOLUTIONS (No Public Hearing Required)

- 4.a A Resolution of the City Council of the City of Punta Gorda, Florida amending the budget for the Fiscal Year beginning October 1, 2025, by providing for supplemental appropriations in the amounts identified in Exhibit A; and providing an effective date.

Exhibits:

Cover Page

Proposed Resolution

Interim City Attorney Steven Leskovich read the resolution by title.

Kristin Simeone, Finance Director, reviewed the resolution.

Councilmember Lockhart **MOVED** approval of the resolution, **SECONDED** by Councilmember Polk.

MOTION UNANIMOUSLY CARRIED.

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

Exhibits:

Cover Page

Proposed Resolution

Budget Justifications

Interim City Attorney Steven Leskovich read the resolution by title.

Kristin Simeone reviewed the resolution.

Councilmember Polk **MOVED** approval of the resolution, **SECONDED** by Councilmember Denton.

MOTION UNANIMOUSLY CARRIED.

- 4.c *A Resolution of City of Punta Gorda, Florida, relating to the State Revolving Fund Loan Program; making findings; authorizing the loan application; authorizing the loan agreement; establishing pledged revenues; designating authorized representatives; providing assurances; providing for conflicts, severability, and effective date.

Drinking Water Project No. 08034

Exhibits:

Cover Page

SRF DW 08034 Proposed Resolution

Interim City Attorney Leskovich read the resolution by title.

Tom Spencer reviewed the proposed resolution, which would fund potable water infrastructure improvements.

Councilmember Lockhart **MOVED** approval of the proposed resolution, **SECONDED** by Councilmember Polk.

MOTION UNANIMOUSLY CARRIED.

- 4.d *A Resolution of City of Punta Gorda, Florida, relating to the State Revolving Fund Loan Program; making findings; authorizing the loan application; authorizing the loan agreement; establishing pledged revenues; designating authorized representatives; providing assurances; providing for conflicts, severability, and effective date.

Wastewater Project No. 08035

Exhibits:

Cover Page

SRF CW WW08035 Proposed Resolution

Interim City Attorney Leskovich read the resolution by title.

Tom Spencer reviewed the proposed resolution, which would fund wastewater infrastructure improvements. He noted loan featured 50% forgiveness, with the other 50% paid back at a 0% interest rate.

Councilmember Lockhart **MOVED** approval of the proposed resolution, **SECONDED** by Councilmember Polk.

MOTION UNANIMOUSLY CARRIED.

5) CONSENT AGENDA

Councilmember Denton **MOVED** approval of the Consent Agenda, **SECONDED** by Councilmember Lockhart.

MOTION UNANIMOUSLY CARRIED.

- 5.a Invoice of Leskovich Law Group, P.A. for legal services rendered through January 2026 in the amount of \$7,612.50
Exhibits:
Cover Page
January Invoice 0126
- 5.b Invoice of Allen, Norton & Blue, P.A. for legal services rendered on December 31, 2025, in the amount of \$275.00.
Exhibits:
Cover Page
Invoice #190512 in the amount of \$275.00
- 5.c January 26, 2026, Pre-Agenda City Council Meeting Minutes
Exhibits:
Cover Page
January 26, 2026, Pre-Agenda Minutes
- 5.d February 9, 2026, Pre-Agenda City Council Meeting Minutes
Exhibits:
Cover Page
February 9, 2026, Pre-Agenda Minutes
- 5.e *Invoice of Persson, Cohen & Mooney, P.A. for legal services rendered through February 3, 2026, in the amount of \$1,261.40.
Exhibits:
Cover Page
Invoice #6718 in the amount of \$1,261.40

6) REGULAR AGENDA

- 6.a Charlotte County Transit Presentation
Exhibits:
Cover Page
*Charlotte County Transit Presentation

Heidi Maddox, Charlotte County Transit Operations Manager, provided a presentation on Charlotte County Transit, a shared ride, curb-to-curb public transportation service provided in Charlotte County.

Councilmember Denton inquired as to a potential Punta Gorda trolley. Heidi Maddox replied same would require coordination with the City. Councilmember Polk expressed hope people would take advantage of the program.

- 6.b *Loan Subordination: Peace River Wildlife Center Ground Lease Agreement
Exhibits:

Interim City Attorney Leskovich provided a summary of the procedural request which included no substantive changes or requests to current arrangements. He explained the proposed loan subordination would recognize Synovus Bank's leasehold interest in the Peace River Wildlife Center (PRWC) and allow Synovus Bank, or a subsequent owner, to foreclose the PRWC's assets at the location and be recognized as the new tenant under the rules of the original lease if PRWC defaulted on the loan. He concluded the change to the current process was that any termination of the lease would be extended by 30 days in order to provide the bank and PRWC notice of default and an opportunity to cure. Discussion ensued regarding the lease, with Interim City Attorney Leskovich reiterating the terms of the existing lease would not change.

Mayor Lux expressed concern regarding the current deadline for certain improvements to be made, particularly the requirement for future lease agreements to also go through the bank.

Ed Wotitzky agreed those provisions needed to be addressed, noting PRWC was committed to completing the project and had invested \$1.3 million in the property. He stated the PRWC would likely request to return to City Council in the near future for assistance with the provision.

Councilmember Julian received confirmation from Ed Wotitzky that the purpose of the loan was to obtain the funds to complete the project.

Councilmember Polk expressed concern the City's interest in the property would be subordinate to the bank, questioning how the PRWC would repay the loan.

Tricia LaPointe, PRWC Executive Director, stated \$3.6 million had already been raised and a further \$800,000 to \$1.1 million pledged, which would reduce the loan amount needed. She expressed concern the property owner at their location at Ponce de Leon Park desired the return of their property. She explained the interest rate would be the one in place at the time the loan closed, noting Synovus would not loan the PRWC \$3.2 million if they did not believe it could be repaid. She indicated the PRWC would be requesting a 9-month extension for construction.

Interim City Attorney Leskovich clarified no matter the amount borrowed, the City had no financial exposure to the loan. He explained the City retained the fee-simple title interest to the land and could never lose ownership of the property. He emphasized the City would be indicating a third-party was involved and the lease explained what the purpose of the property was; therefore, the bank could not place a different type of venture on the property. He noted other provisions of the lease, such as the lease rate, were separate issues.

Councilmember Polk expressed concern regarding the provisions regarding foreclosure sale, expressing desire to see the full financial documentation provided to the bank.

Tricia LaPointe indicated same was available on the PRWC's website.

Mayor Lux questioned when Phase I would be completed without the loan.

Ed Wotitzky replied that it was difficult to answer as the contractor needed assurance funds were in place.

Tricia LaPointe added construction could not begin until the money was raised.

Discussion ensued regarding the provisions of the lease and the involvement of the bank, particularly if the PRWC defaulted on the loan, with Ed Wotitzky emphasizing a wildlife education center was the only use permitted in the lease even if Synovus took over same. Conversation continued regarding when the PRWC would be required to vacate their current property, which was not clear. **Councilmember Lockhart** expressed satisfaction with the statements from two attorneys that there was no risk to the City and the language in the subordination agreement was standard and the bank would not remove same.

Councilmember Julian stated he was amenable to proceeding as well.

Mayor Lux reiterated concern regarding the need for an extension, suggesting this item be considered at the same time as the request for an extension.

Tricia LaPointe stated the loan was needed first.

Interim City Attorney Leskovich suggested the motion could include an amendment to extend the time for completion of Phase I improvements.

Councilmember Lockhart **MOVED** approval of the subordination, non-disturbance, attornment, and estoppel agreement, and to amend the lease agreement to extend the deadline for the Certificate of Occupancy to October 2026, **SECONDED** by Councilmember Julian.

AYE: Julian, Lockhart.

NAY: Denton, Lux, Polk.

MOTION FAILED.

Councilmember Denton received confirmation from Interim City Attorney Leskovich that the City would not give up any control and that the lease was the collateral. He stated if the PRWC defaulted, Synovus would become the tenant and would have to maintain and operate a wildlife center.

Councilmember Julian reiterated the bank had confidence that the PRWC would be able to repay the loan.

Councilmember Julian **MOVED** to approve the loan subordination as presented, **SECONDED** by Councilmember Lockhart.

Councilmember Lockhart questioned what further information was needed.

Tricia LaPointe clarified the City had not invested any money in the PRWC's leasehold area. She noted the PRWC constructed the parking lot which served the entire Henry Street property using City funds at the City's request.

Councilmember Denton received confirmation from Tricia LaPointe that the PRWC had \$3.6 million in hand.

Discussion continued regarding the effect of the loan subordination, with Ed Wotitzky and Interim City Attorney Leskovich emphasizing there was no exposure to the City and the City would not lose control of the property.

Interim City Attorney Leskovich opined the loan was a win-win for the City as the City had no financial risk involved and would own the improvements.

MOTION UNANIMOUSLY CARRIED.

NOTE: A 10-minute break was called at 11:09 a.m.

- 6.c [Interlocal agreement between the City of Punta Gorda, Florida and Charlotte County, Florida regarding coordinated water supply and wastewater planning](#)
[Exhibits:](#)
[Cover Page](#)
[Utility Planning Interlocal](#)

Tom Spencer, Utilities Director, explained the proposed agreement formalized the City and Charlotte County's intention to jointly develop and adopt a City-County Water Supply Plan, provided for coordinated review of new customers and projects, and formalized commitments from the City to construct water supply infrastructure and from the County to plan for provision of potable water and wastewater infrastructure for areas not served and not planned to be served by the City.

Councilmember Julian **MOVED** approval of the interlocal agreement, **SECONDED** by Councilmember Polk.

MOTION UNANIMOUSLY CARRIED.

- 6.d TU-02-2026 - A request by Doyle Parking Lot, LLC, property owner and authorized applicant, for a temporary use permit pursuant to Section 16.9 of Chapter 26, Land Development Regulations, Punta Gorda Code, to utilize alternative ground cover materials instead of concrete or asphalt for temporary parking on the properties located at 210 and 216 Nesbit Street and 215 Dupont Street.

Exhibits:

Cover Page

TU-02-2026 Updated Application

Rachel Barry, Zoning Official, reviewed the application for a temporary use permit that would allow use of alternative ground cover material at the subject properties, recommending approval of the request through at least April 30, 2026, at which time the property should be brought into compliance with the operative Land Development Regulations (LDRs).

A brief discussion ensued regarding the time period for the temporary use permit. Councilmember Julian **MOVED** approval of the temporary use permit for a period of 18 months, **SECONDED** by Councilmember Lockhart.

MOTION UNANIMOUSLY CARRIED.

- 6.e Grant for Repairs and Americans with Disabilities Act Trail Improvements at Punta Gorda Nature Park

Exhibits:

Cover Page

Exhibit A: Letter of Support and Agreement

Richard Lehmkuhl, Grants Coordinator, explained the Nature Park was eligible to apply for a Recreational Trails Program grant, which was capped at \$450,000 and required a 50% match. He anticipated the total project costs would exceed the amount secured through the grant. He noted the grant required a letter indicating the City complied with related requirements.

Councilmember Denton **MOVED** approval to apply for the grant, **SECONDED** by Councilmember Lockhart.

MOTION UNANIMOUSLY CARRIED.

Councilmember Lockhart requested consideration to hear Item 6.i, Dusk to Dawn Sports Courts, next as a resident was in attendance for this item. Consensus of City Council was to do so.

6.f [City Attorney Discussion](#)

[Exhibits:](#)

[Cover Page](#)

[Attorney Survey](#)

[Florida Association of County Attorneys Service Guide](#)

Jeff Payne, Human Resources Manager, reviewed data gathered from other municipalities on their attorney arrangements. He explained the process for competitive procurement for legal services, requesting direction from City Council.

Discussion ensued regarding restarting the solicitation process given the amount of time which had passed and preference of Councilmembers for a firm rather than an in-house attorney.

Councilmember Denton received confirmation from Interim City Attorney Leskovich that he would bid if the solicitation process were restarted.

Councilmember Julian questioned if City Council should proceed with retaining Interim City Attorney Leskovich's firm.

City Manager Reichert noted City Council had authority to do so without doing a search.

Councilmember Lockhart clarified negotiations would still take place.

Mayor Lux questioned if City Council would consider payment in line with the City of Arcadia.

Interim City Attorney Leskovich expressed favor for a rate of \$200 per hour.

Councilmember Lockhart stated she was comfortable with Stephen Leskovich serving as City Attorney but was not yet comfortable with the other partners.

Interim City Attorney Leskovich agreed with **Councilmember Lockhart** regarding his attendance at meetings, stating he would work to accommodate the City's schedule.

Councilmember Denton **MOVED** approval to negotiate with Leskovich Law Group, PA, as the firm to provide legal services to the City for a two-year period, **SECONDED** by Councilmember Lockhart.

City Manager Reichert noted a two-year term would be easier for staff.

Jeff Payne stated the City Council could determine whether the contract would renew automatically.

MOTION UNANIMOUSLY CARRIED.

6.g [Bayfront Proposed Budgets](#)

[Exhibits:](#)

[Cover Page](#)

[Bayfront Proposed Budgets](#)

Carl Bengé, Principal Planner, reviewed the estimated budgets for the Bayfront layout approved by City Council, another option from Urban Design staff, and an alternative layout based on comments from the Public Works Department.

Councilmember Julian inquired if the Federal Emergency Administration Agency (FEMA) had taken a position on rebuilding at that site.

Kristin Simeone replied FEMA had not yet provided money but had started an obligation to rebuild exactly as the structure was, explaining FEMA would take into consideration insurance proceeds, indicating the proposed projects were under the insurance proceeds. She noted landscaping would not be funded by FEMA.

Discussion ensued regarding the proposed costs, placement of trees, the importance and placement of a restroom, the size of the Learn to Sail storage area, and use of a pervious surface instead of artificial turf.

Carl Bengé summarized direction was to move the pavilion closer to the water, place the restroom closer to Item 9 in the Approved Bayfront Layout diagram, and consider inclusion or removal of the fabricated bench swings later in the project's development. He noted the size of the pavilion may need to be reduced in order to accommodate Learn to Sail's storage.

Discussion ensued regarding the allowance for Learn to Sail.

6.h Discussion Regarding Fences on Vacant Parcels

Exhibits:

[Cover Page](#)

[Fences on Vacant Properties](#)

Rachel Barry, Zoning Official, provided a brief presentation reviewing the existing regulations, suggesting City Council could either allow property owners to install fences around their property through a temporary use permit or amend the LDRs to allow fencing in specified situations without a temporary use permit. She requested direction from City Council.

Councilmember Julian spoke in favor of allowing fencing to protect sod.

Mayor Lux spoke against the visual impact of fences on vacant properties.

Councilmember Lockhart opined four-foot fences would not constitute a visual blight, indicating she was amenable to a temporary use permit for same.

Councilmember Polk received confirmation from Rachel Barry that the properties mentioned in the presentation were outside of the area where fences were permitted.

Mayor Lux stated she had owned property in the downtown area and did not experience issues necessitating a fence.

Councilmember Polk suggested curbing and signs could be enough to deter parking on vacant lots.

Councilmember Lockhart questioned how many “no parking” signs could be installed on a property.

Rachel Barry replied same were exempt from the standard restriction on the number of signs.

Councilmember Denton **MOVED** to leave the regulations as they were,

SECONDED by Councilmember Polk.

AYE: Denton, Lockhart, Polk.

NAY: Julian, Lockhart.

MOTION CARRIED.

6.i Dusk to Dawn Sports Courts

Exhibits:

[Cover Page](#)

[Dusk to Dawn Sports Courts Discussion](#)

NOTE: Item 6.i. heard following Item 6.e.

Rachel Barry recalled discussions by a prior City Council which resulted in consensus to define residential sports court activities and hours of operation. She

reviewed current regulations and potential updates, requesting direction from City Council.

Discussion ensued regarding development of lighting and operation hours limitations, with City Attorney Leskovich confirming the existing residential sports court would be subject to any limits on hours of operation City Council may impose for residential sports courts. Conversation continued regarding potential regulations for lighting, such as attaching same to a home, and the need for limitations on the percentage of a property that could be covered with impervious surfaces.

Deborah Cotellessa spoke on her experience with the existing residential sports court as a neighboring property owner.

Councilmember Julian **MOVED** approval to limit hours of operation for play and lighting from 8:00 a.m. to 6:00 p.m., **SECONDED** by Councilmember Lockhart.

Councilmember Polk expressed concern regarding restricting play rather than just lighting.

Interim City Attorney Leskovich suggested play and use be defined. He suggested lighting be addressed while working on the language for play and use. Councilmember Julian **WITHDREW** his motion to allow Interim City Attorney Leskovich to draft appropriate language.

Councilmember Lockhart **MOVED** to restrict residential sports court lighting to illuminate the court from 8:00 a.m. to dusk, **SECONDED** by Councilmember Julian.

MOTION UNANIMOUSLY CARRIED.

Councilmember Lockhart **MOVED** to make this regulation effective immediately, **SECONDED** by Councilmember Julian.

MOTION UNANIMOUSLY CARRIED.

NOTE: A two-minute break was called at 11:55 a.m.

- 6.j [Project Updates](#)
 [Exhibits:](#)
 [Cover Page](#)
 [Utilities Project Log](#)
 [Capital Improvement Program Projects](#)
 [Public Works Project Log](#)

City Manager Reichert reviewed the project updates delineated in the agenda materials.

7) [BOARDS / COMMITTEE](#)

- 7.a [Announcement of Vacancies: Burnt Store Isles Canal Advisory Committee \(1 regular and 1 alternate\)](#)
 [Exhibits:](#)
 [Cover Page](#)
 [Burnt Store Isles Canal Advisory Committee](#)

City Clerk Welch announced the vacancies.

- 7.b [Announcement of Vacancies: Code Enforcement Board \(1 regular and 2 alternates\)](#)

Exhibits:

Cover Page

Code Enforcement Board

City Clerk Welch announced the vacancies.

- 7.c Announcement of Vacancies: Punta Gorda Housing Authority (1 commissioner seat)

Exhibits:

Cover Page

City Clerk Welch announced the vacancy.

- 7.d Announcement of Vacancies: Punta Gorda Isles Canal Advisory Committee (1 alternate)

Exhibits:

Cover Page

Punta Gorda Isles Canal Advisory Committee

City Clerk Welch announced the vacancy.

- 7.e Nominations: Code Enforcement Board (1 regular)

Exhibits:

Cover Page

Code Enforcement Board

Peterson Application

Councilmember Polk **MOVED** to nominate and appoint Robert Peterson, **SECONDED** by Councilmember Lockhart.

MOTION UNANIMOUSLY CARRIED.

8) REPORTS FROM CITY OFFICERS

8.a City Clerk

City Clerk Welch announced new software was being implemented to enable online filing for campaign treasurer's reports for the upcoming election cycle.

8.b City Manager

City Manager Reichert provided an update on grants, then reviewing upcoming agenda items. She announced the Heart of the Harbor Community Conversations event was scheduled for March 26, 2026, 4:00 to 6:00 at Punta Gorda Charlotte Library. She then questioned if the PRWC lease amendments should be negotiated between staff first or if all negotiations should occur at a meeting.

Councilmembers Julian, Lockhart, and Denton expressed preference for City staff to negotiate.

City Manager Reichert questioned what City Councilmembers desired to see modified.

Mayor Lux suggested the term and lease rate should be reviewed.

City Manager Reichert thanked City Council for their appointment of City Attorney Leskovich.

8.c Interim City Attorney

City Attorney Leskovich thanked City Council for his appointment. He then spoke on contract negotiations, indicating he would not take any actions to bind City Council. He next stated there would come a point that the Code Enforcement Board members needed to be informed they were overstepping their bounds and were not remaining impartial as they continued to inquire as to certain properties. He concluded by noting the RJ Gorman lawsuit and the lawsuit from the regarding pickup of a resident's trash were the only lawsuits he was working on at this time.

9) COUNCIL MEMBER COMMENTS

Councilmember Denton opined City Council needed to address the retractable boat cover issue.

Consensus of City Council was for staff to make recommendations to City Council.

Councilmember Denton spoke in favor of increasing staff's use of Artificial Intelligence (AI).

Councilmember Julian noted staff was investigating AI.

City Manager Reichert stated staff was developing a policy for AI use, noting AI would not be used in a way that would compromise sensitive data.

Councilmember Polk congratulated City Attorney Steven Leskovich, commenting positively on cooperation between him and City Manager Reichert. She then noted a burn ban was still in effect, cautioning residents against parking cars on dry grass. She encouraged residents to follow the irrigation restrictions to avoid fines. She then questioned if City Council wanted to consider paving certain alleys that served as through streets, particularly those that had developed properties.

Ron Everts, Public Works Director, stated there was a large amount of millings retained from the last paving project which would be used on those alleyways.

Mayor Lux congratulated City Attorney Leskovich. She then questioned how Code Enforcement Board members and residents could receive updates.

City Attorney Leskovich replied members could ask for an update on when a case might return but should not make further inquiries or comment.

Mayor Lux then stated she planned to present the Punta Gorda Rotary Club with the Mayor's Award for their service in the City. She then commented on proposed bills, noting one would allow the City to begin amending the Land Development Regulations soon.

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.

Joe Camerano congratulated City Attorney Leskovich. He then stated he had much experience with outdoor venues, noting a sprinkler may also be required if permanent heating sources were installed in the proposed Bayfront pavilion. He

suggested portable heaters could be rented instead, which would also allow their costs to be recovered.

Cindy O'Hara stated she handed Councilmembers a flyer opposing an open-air structure, expressing concern regarding the sensibility of the proposed pavilion. She indicated she was starting a candidate search committee.

Wendy Mueller suggested 8:00 a.m. to 8:00 pm. would be a better time restriction for the residential sports court lighting restrictions to allow children time to play after school. She then opined a slight reduction in the proposed pavilion to accommodate Learn to Sail was reasonable.

Rob Faust expressed dissatisfaction with the use of two empty lots next to his home being used as a boat yard, requesting same only be used for staging.

ADJOURNMENT

The meeting adjourned at 1:27 p.m.

**CITY COUNCIL
CITY OF PUNTA GORDA
03/25/2026**

CONSENT AGENDA

Title: Invoice of Allen, Norton & Blue, P.A. for legal services rendered on January 31, 2026 in the amount of \$4,725.00.
Invoice of Allen, Norton & Blue, P.A. for legal services rendered on February 28, 2026 in the amount of \$563.56.

Funds: General

Recommended Action: City Council approval

Summary: All invoices for legal services rendered to the City are brought to Council for approval. Allen, Norton & Blue, P.A. provides advanced Employment Law-related legal counsel. Fiscal year expenses, including this invoice total \$6,064.98.

Department/Division: City Manager

EXHIBITS:

-
1. [Invoice #190929 in the amount of \\$4,725.00](#)
 2. [Invoice #191362 in the amount of \\$563.56](#)
-



February 12, 2026

Invoice No. 190929

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

INVOICE SUMMARY

For Professional Services Rendered through January 31, 2026

Client-Matter: 1731-00000

RE: Re: General Matters

Total Professional Fees	\$ 4,725.00
Total Expenses	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 4,725.00
Previous Balance	<u>\$ 776.42</u>
TOTAL BALANCE DUE	<u>\$ 5,501.42</u>

Invoice No. 190929

February 12, 2026

PROFESSIONAL SERVICES

Date	TKPR	Description	Hours	Amount
1/09/26	BK	Phone conference with Jeff Payne re: [REDACTED] resignation and agreement, prepare separation agreement, and email with Jeff re: same	.80	200.00
1/16/26	BK	Phone conference with HR Manager Jeff Payne re: discussion of possible discipline in response to harassment and retaliation allegations	.40	100.00
1/20/26	BK	Conference call with Jeff Payne re: investigation regarding harassment and retaliation allegations	.20	50.00
1/20/26	BK	Prepare impasse resolution synopsis for executive session with City Council	.70	175.00
1/23/26	BK	Attend City Council meeting executive session to discuss collective bargaining strategy, meet with Jeff Payne before and after meeting, and travel for same	7.50	1,875.00
1/24/26	BK	Email with Jeff Payne re: messaging to PBA for best and final offer	.30	75.00
1/26/26	BK	Attend witness interviews re: [REDACTED] complaint and discuss same with Jeff Payne and travel for same	9.00	2,250.00
TOTAL PROFESSIONAL FEES				\$ 4,725.00

SUMMARY OF PROFESSIONAL SERVICES

Name	Staff Level	Hours	Rate	Total
Brian Koji	Partner	18.90	250.00	4,725.00
Total		18.90		\$ 4,725.00

TOTAL THIS INVOICE **\$ 4,725.00**

Invoice No. 190929

February 12, 2026

OUTSTANDING INVOICES

Invoice Number	Date	Invoice Total	Payments Received	Ending Balance
189677	11/10/25	401.42	.00	401.42
190111	12/11/25	100.00	.00	100.00
190512	1/15/26	275.00	.00	275.00
Previous Balance				\$ 776.42
Balance Due This Invoice				<u>\$ 4,725.00</u>
TOTAL BALANCE DUE				<u><u>\$ 5,501.42</u></u>

AGED ACCOUNTS RECEIVABLE

Current - 30	31 - 60	61 - 90	91 - 120	Over 120	Total
\$ 275.00	\$.00	\$ 100.00	\$ 401.42	\$.00	\$ 776.42



121 Majorca Ave., Coral Gables, FL 33134
305-445-7801
EIN: 59-1287650

February 12, 2026

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

Invoice No. 190929

REMITTANCE ADVICE

Client-Matter: 1731-00000

RE: Re: General Matters

BALANCE DUE THIS INVOICE	\$ 4,725.00
Previous Balance	<u>\$ 776.42</u>
TOTAL BALANCE DUE	<u><u>\$ 5,501.42</u></u>

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

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

For payment by wire or ACH in USD:

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

Please reference: Invoice 190929, File # 1731 - 00000

INVOICES ARE PAYABLE UPON RECEIPT

Proudly Representing Management for Over 50 Years

March 5, 2026

Invoice No. 191362

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

INVOICE SUMMARY

For Professional Services Rendered through February 28, 2026

Client-Matter: 1731-00000

RE: Re: General Matters

Total Professional Fees	\$ 250.00
Total Expenses	<u>\$ 313.56</u>
TOTAL THIS INVOICE	\$ 563.56
Previous Balance	<u>\$ 4,725.00</u>
TOTAL BALANCE DUE	<u><u>\$ 5,288.56</u></u>

Invoice No. 191362

March 5, 2026

PROFESSIONAL SERVICES

Date	TKPR	Description	Hours	Amount
2/03/26	BK	Review text messages and email forwarded by Jeff Payne re: investigation follow-up and phone conference with Jeff re: same	.60	150.00
2/04/26	BK	Review and revise investigation conclusion and email with Jeff Payne re: same	.40	100.00
TOTAL PROFESSIONAL FEES				\$ 250.00

SUMMARY OF PROFESSIONAL SERVICES

Name	Staff Level	Hours	Rate	Total
Brian Koji	Partner	1.00	250.00	250.00
Total		1.00		\$ 250.00

EXPENSES

Date	Description	Amount
2/06/26	Out-of-town travel (BK) Mileage to/from City regarding Executive Session and Investigatory Interview 468 mi	313.56
TOTAL EXPENSES		\$ 313.56
TOTAL THIS INVOICE		\$ 563.56

Invoice No. 191362

March 5, 2026

OUTSTANDING INVOICES

Invoice Number	Date	Invoice Total	Payments Received	Ending Balance
190929	2/12/26	4,725.00	.00	4,725.00
Previous Balance				\$ 4,725.00
Balance Due This Invoice				<u>\$ 563.56</u>
TOTAL BALANCE DUE				<u><u>\$ 5,288.56</u></u>

AGED ACCOUNTS RECEIVABLE

Current - 30	31 - 60	61 - 90	91 - 120	Over 120	Total
\$ 4,725.00	\$.00	\$.00	\$.00	\$.00	\$ 4,725.00



121 Majorca Ave., Coral Gables, FL 33134
305-445-7801
EIN: 59-1287650

March 5, 2026

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

Invoice No. 191362

REMITTANCE ADVICE

Client-Matter: 1731-00000

RE: Re: General Matters

BALANCE DUE THIS INVOICE	\$ 563.56
Previous Balance	<u>\$ 4,725.00</u>
TOTAL BALANCE DUE	<u><u>\$ 5,288.56</u></u>

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

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

For payment by wire or ACH in USD:

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

Please reference: Invoice 191362, File # 1731 - 00000

INVOICES ARE PAYABLE UPON RECEIPT

Proudly Representing Management for Over 50 Years

**CITY COUNCIL
CITY OF PUNTA GORDA
03/25/2026**

CONSENT AGENDA

Title: Invoice of Leskovich Law Group, P.A. for legal services rendered through February 2026 in the amount of \$6,562.50

Funds: General

Recommended Action: City Council approval

Summary: Invoice Number 0226 for legal services, for Interim City Attorney, invoices are brought before Council for approval. Fiscal year-to-date expense total \$29,224.99

Department/Division: City Manager / Legal

EXHIBITS:

1. [Invoice 0226 February 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. 0226

February 2026

DATE	SERVICES	TIME	RATE	TOTAL
2/2/2026	Individual Meetings with Council Members	3.0	175.00	525.00
2/4/2026	Pre-Annexation Agreement Meeting regarding storage units on Jones Loop	1.25	175.00	218.75
2/6/2026	Review BSI Sale Purchase Agreement	1.00	175.00	175.00
2/9/2026	Prepare for and Attend Pre-Agenda Meeting	1.5	175.00	262.50
2/9/2026	Prepare for and Attend Shade Meeting on RJ Gorman	1.5	175.00	262.50
2/10/2026	Public Information Request fulfillment for SB250	2.0	175.00	350.00
2/11/2026	Prepare for and Attend City Council Meeting	5.0	175.00	875.00
2/12/2026	Directors Meeting, PFAS meeting with T.S., and Fishville Meeting	2.5	175.00	437.50
2/12/2026	Phone Call with RJ Gorman Counsel on production downloads, trial scheduling, and arbitration/mediation	0.50	175.00	87.50
2/12/2025	Initial discovery/production review of RJ Gorman	1.0	175.00	175.00
2/13/2026	Review, Research and Provide Legal Opinion on 1% Sales Tax Revenue for purchase of police radios	1.5	175.00	262.50
2/13/2026	Review Letter to SWFWMD and propose suggested changes	0.50	175.00	87.50
2/13/2026	Speak with RB and Zoning, spoke to Elias Mahshie for Code Compliance matter and make recommendation to continue a matter set for 2/19/2026	1.0	175.00	175.00
2/17/2026	Prepare for and Attend Pre-Code Compliance Agenda Meeting	1.5	175.00	262.50
2/17/2026	Meeting with Tom Spencer on PFAS Claims Submission	1.0	175.00	175.00
2/18/2026	City of PG Plat Submittal for Punta Gorda Station (4672)	2.0	175.00	350.00
2/19/2026	Code Board Meeting	2.0	175.00	350.00

Steven S. Leskovich, J.D., Ed.D.
Licensed Attorney in DC, FL & OH
Doctor of Education

John M. Robson, Esq.
Licensed n FL

Andrew S. Epstein, Esq.
Of-Counsel
Licensed in FL & DC

Mark C. De Sisto, Esq.
*Of-Counsel – Retired

*Jean-Paul Galasso, Esq.
Of-Counsel
*Board Certified – Criminal Law

2/23/2026	Prepare for and attend Pre-Agenda Meeting	1.0	175.00	175.00
2/23/2026	Review and Research Zoning/Parking Ordinance	0.75	175.00	131.25
02/24/2026	Meeting with Dr. Reichert and J. Polk	1.0	175.00	175.00
2/25/2026	Prepare for and Attend City Council General Meeting	6.0	175.00	1050.00
TOTAL		37.5		\$6,562.50

**CITY COUNCIL
CITY OF PUNTA GORDA
03/25/2026**

CONSENT AGENDA

Title: Demolition Permits Update

Funds: Not applicable.

Recommended Action: Information only.

Summary: As of December 1, 2025, these are the demolition permits that have been issued.

Department/Division: Building

EXHIBITS:

1. [Demo Permits](#)

PREPARED 3/09/26, 14:45:06
 PROGRAM BP412L
 City of Punta Gorda

PERMITS ISSUED REPORT
 12/01/25 THRU 3/06/26
 DEPARTMENT - BUILDING DEPARTMENT
 PERMIT TYPE - BDEM DEMOLITION PERMIT
 OBTAINED VALUATION FROM PERMIT VALUATION

PAGE 1

APPLICATION	APPLICATION TYPE AND DESCRIPTION DATE	ADDRESS/ Parcel Number County PA Number	PROPERTY OWNER/ CONTRACTOR
25-00196296	BDMH DEMOLITION/MOBILE HOME 11/18/25	701 AQUÍ ESTA DR P001-0000-PUG-000 412318301001	NM IMPERIAL LLC EXTREME DEMOLITION AND LAND CL
STRUCTURE - 000 000 PERMIT TYPE -	BDEM 00 DEMOLITION PERMIT	ISSUE DATE VALUATION 12/15/25 7000	SUBCONTRACTOR(S)
25-00196298	BDCM DEMOLITION/COMMERCIAL STRUCTURE 11/18/25	1710 JAMAICA WAY 0000-0000-PGI-010 1710 412211677008	ISLES COLONY WATCO CONSTRUCTION INC
STRUCTURE - 000 000 PERMIT TYPE -	BDEM 00 DEMOLITION PERMIT	ISSUE DATE VALUATION 12/05/25 132000	SUBCONTRACTOR(S)
25-00196460	BDSF DEMOLITION/SINGLE FAMILY 12/03/25	624 TRABUE AVE 0028-0013-PUG-000 412212234007	SNABLE SCOTT A & GAIL SYSTEM BUILT PROPERTIES GROUP
STRUCTURE - 000 000 PERMIT TYPE -	BDEM 00 DEMOLITION PERMIT	ISSUE DATE VALUATION 12/16/25 9520	SUBCONTRACTOR(S)
25-00196584	BDOS DEMOLITION/OTHER STRUCTURES 12/15/25	2100 JAMAICA WAY 0090-0017-PGI-010 412211252001	2100 JAMAICA WAY LLC L.J. SILVA CONSTRUCTION, LLC
STRUCTURE - 000 000 PERMIT TYPE -	BDEM 00 DEMOLITION PERMIT	ISSUE DATE VALUATION 1/09/26 20000	SUBCONTRACTOR(S)
25-00196593	BCID COMMERCIAL INTERIOR DEMOLITION 12/15/25	10169 TAMIAMI TR 0000-0001-SLP-000 412328180001	HVCG PG RETAIL LLC STEPHEN R BOWEN CONST INC
STRUCTURE - 000 000 PERMIT TYPE -	BDEM 00 DEMOLITION PERMIT	ISSUE DATE VALUATION 1/05/26 20000	SUBCONTRACTOR(S)
26-00196893	BDSF DEMOLITION/SINGLE FAMILY 1/09/26	311 GOLDSTEIN ST 0045-0022-PUG-000 412306363006	OGRADY JOHN & BRIDGET SHELL CREEK DEMOLITION CTR INC
STRUCTURE - 000 000 PERMIT TYPE -	BDEM 00 DEMOLITION PERMIT	ISSUE DATE VALUATION 1/16/26 14500	SUBCONTRACTOR(S)
26-00197012	BDOS DEMOLITION/OTHER STRUCTURES 1/21/26	9549 TURTLE GRASS CIR 9549-9549-ZZZ-000 9549 412321151003	DR HORTON INC D.R. HORTON, INC.
STRUCTURE - 000 000 PERMIT TYPE -	BDEM 00 DEMOLITION PERMIT	ISSUE DATE VALUATION 1/23/26 500	SUBCONTRACTOR(S)
26-00197063	BDOS DEMOLITION/OTHER STRUCTURES 1/23/26	9416 SUNBEAM CIR 9416-9416-ZZZ-000 9416 41321128002	DR HORTON INC D.R. HORTON, INC.

PREPARED 3/09/26, 14:45:06
PROGRAM BP412L
City of Punta Gorda

PERMITS ISSUED REPORT
12/01/25 THRU 3/06/26
DEPARTMENT - BUILDING DEPARTMENT
PERMIT TYPE - BDEM DEMOLITION PERMIT
OBTAINED VALUATION FROM PERMIT VALUATION

PAGE 2

APPLICATION	APPLICATION TYPE AND DESCRIPTION DATE	ADDRESS/ Parcel Number County PA Number	PROPERTY OWNER/ CONTRACTOR

26-00197063 (CONTINUED)			

STRUCTURE - 000 000 PERMIT TYPE -	BDEM 00 DEMOLITION PERMIT	ISSUE DATE VALUATION 3/04/26 500	SUBCONTRACTOR(S)
26-00197123	BDOS DEMOLITION/OTHER STRUCTURES 1/29/26	2361 VIA VENICE 0027-0002-PGI-005 412214256002	FOSTER RICHARD & ELIZABETH THE MARCESE GROUP
STRUCTURE - 000 000 PERMIT TYPE -	concrete pad, stem wall/footer, jacuzzi BDEM 00 DEMOLITION PERMIT	ISSUE DATE VALUATION 2/19/26 7450	SUBCONTRACTOR(S)
26-00197350	BDSF DEMOLITION/SINGLE FAMILY 2/18/26	925 W MARION AVE 0025-0004-PUG-000 P 412212253001	925 W MARION/960 W OLYMPIA FL REMOVE IT PROS, INC.
STRUCTURE - 000 000 PERMIT TYPE -	BDEM 00 DEMOLITION PERMIT	ISSUE DATE VALUATION 2/27/26 20500	SUBCONTRACTOR(S)
TOTAL PERMITS ISSUED 10		TOTAL PERMITS HELD 0	
TOTAL PERMIT VALUATION		231,970	
GRAND TOTAL ISSUED 10		GRAND TOTAL HELD 0	
GRAND TOTAL PERMIT VALUATION		231,970	

**CITY COUNCIL
CITY OF PUNTA GORDA
03/25/2026**

REGULAR AGENDA

Title: *Homeowners Against Landfill Odor (HALO)

Funds: Not applicable.

Recommended Action: Council decide whether to file a Petition for Administrative Hearing related to amendment of the SLD Landfill's Consent Order.

Summary: HALO seeks the City of Punta Gorda's consideration to file a Petition for Administrative Hearing to support stronger terms and enforcement mechanisms related to odors extending beyond the landfill's property boundaries in the new Consent Order.

Department/Division: City Manager

EXHIBITS:

-
1. [SLD Landfill Violations](#)
 2. [FDEP Correspondence to SLD on Consent Order Amendment](#)
 3. [*Draft Letter to FDEP](#)
 4. [*City of Punta Gorda Alert and Briefing Document 3-18-26](#)
-

SLD – 16 Violations Summary Table

2016 Amended Consent Order (OGC No. 15-1680)

#	Violation	Timeframe	Document Establishing Violation	Realistic Penalty Exposure
1	Failure to control off-site objectionable odors	May 2024–May 2025	DEP Warning Letter (5/9/25)	\$250k–\$500k
2	Chronic pattern of odor complaints (301 complaints)	May 29, 2024–May 9, 2025	DEP Warning Letter; Solid Waste Inspection	+ \$100k–\$200k (aggravator)
3	Failure to implement Odor Remediation Plan	2016–2025	2016 Consent Order; DEP Warning Letter	Included with #1
4	Non-responsive misting system (timer-based)	Dec 2025	DEP Internal Memo (12/22/25)	\$150k–\$300k
5	Failure of rapid odor mitigation	During odor events	DEP Memo; Complaint data	+ \$50k–\$100k (aggravator)
6	Failure of required H ₂ S monitoring	Dec 2025–Jan 2026	SLD Email to DEP (1/12/26)	\$150k–\$250k
7	Failure to timely notify DEP of monitoring failure	Dec 2025	SLD Email; CO ¶17	\$50k–\$100k
8	Failure to meet with concerned residents	Jul 2025–Jan 2026	Resident correspondence; CO §2.6	\$50k–\$100k

9	Bad-faith compliance after notice	Post-May 9, 2025	Warning Letter; Meeting Notes	+ \$100k-\$200k (aggravator)
10	Attempted unilateral modification of Consent Order	May-Jun 2025	Warning Letter Meeting Notes	\$50k-\$100k
11	Failure of outreach during odor events	Late 2025	Resident emails; CO §2.6	\$25k-\$75k
12	Information suppression / lack of transparency	2025-2026	Meeting Notes; monitoring correspondence	\$25k-\$75k
13	Groundwater quality exceedances (6 wells)	Oct 1, 2025	Solid Waste Testsite Compliance Report	\$250k-\$500k
14	Failure to prevent contaminant migration	Ongoing	Groundwater data; solid waste rules	\$100k-\$200k
15	Failure to initiate corrective groundwater response	Post-Oct 2025	Absence of corrective action docs	\$100k-\$200k
16	Systemic environmental control failure	Cumulative	Entire administrative record	Escalation to ~\$750k+



FLORIDA DEPARTMENT OF Environmental Protection

South District
2295 Victoria Ave., Suite 364
Fort Myers, FL 33901
SouthDistrict@FloridaDEP.gov

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

March 6, 2026

Nicolas Howard, Region Engineer, Southern Region
SLD Landfill, Inc.
30199 Zemel Road
Punta Gorda, FL 33955
nicolas.howard@wasteconnections.com

Re: 2nd Amended Consent Order
OGC Case No. 15-1680
SLD Recycling and Disposal Facility
WACS No.: 93708; Air ID: 0150104; NPDES: FLR20IK75, FLR05J377, &
FLG074526
Charlotte County – Solid Waste, Air and NPDES Programs

Dear Mr. Howard:

Enclosed is a proposed Consent Order to resolve the above-referenced case.

Please review this document and **within 7 days of receipt**, return a signed copy to the Department. Once fully executed, a copy of the final document will be forwarded to you.

Should you have any questions or comments, please contact **Louise Chang** at **239-344-5630** or via e-mail at Louise.Chang@FloridaDEP.gov.

Your cooperation in resolving this matter is appreciated.

Sincerely,

A handwritten signature in blue ink that reads "Elizabeth Sweigert".

Elizabeth "Liz" Sweigert
Director of District Management

Enclosure: 2nd Amended Consent Order and SLD Recycling and Disposal Facility
Odor Control Plan

Cc: Robyn D. Neely, Partner, Akerman LLP, robyn.neely@akerman.com

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT	)	IN THE OFFICE OF THE
OF ENVIRONMENTAL PROTECTION	)	SOUTH DISTRICT
	)	
v.	)	OGC FILE NO. 15-1680
	)	
SLD LANDFILL, INC.	)	
_____	)	

2nd AMENDED CONSENT ORDER

This 2nd Amended Consent Order (“Order”) is entered into between the State of Florida Department of Environmental Protection (“Department”) and SLD Landfill, Inc. (“Respondent”) pursuant to section 120.57(4), Florida Statutes, to settle certain matters at issue between the Department and Respondent. This 2nd Amended Consent Order completely replaces and supersedes the original Consent Order executed and filed on March 25, 2016, and the Amended Consent Order executed and filed on July 26, 2016.

The Department finds and Respondent neither admits nor denies the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to administer and enforce the provisions of the Florida Resource Recovery and Management Act, sections 403.702, et seq., Florida Statutes (“F.S.”), and the rules promulgated and authorized in Title 62, Florida Administrative Code (“F.A.C.”). The Department has jurisdiction over the matters addressed in this Order.
2. Respondent is a “person” within the meaning of sections 403.031(9) and 403.703(23), F.S.
3. Respondent is the operator of SLD Recycling and Disposal Facility (“Facility”), a construction and demolition debris disposal facility (“C&D Facility”), located at 30199 Zemel Road, Punta Gorda, in Charlotte County, Florida. The Facility is located on a parcel of land (“Property”) that encompasses approximately 373 acres. The Facility is used for the processing, recycling, and disposal of construction and demolition debris. The Facility’s WACS Facility ID Number is 93708 and ARMS Facility Number is 0150104.

4. On June 26, 2025, the Department issued Solid Waste Operation Permit No. 0246176-013-SO (“Solid Waste Permit”) to the Respondent to operate the C&D Facility. The Solid Waste Permit expires on June 25, 2030.

5. Respondent operates the Facility under Air Permit No. 0150104-007-AC, which expired June 1, 2024. The facility’s Title V Air Permit Operations application was received by the Department in a timely manner.

6. The Department finds that the following violations occurred:

a. On April 1, 2025, Department staff conducted an inspection of the Facility and observed that the Respondent was conducting construction and industrial activities at the Facility that are exposed to stormwater without valid permits from the Department. The Respondent discharged industrial wastewater from dewatering operations at the Facility without valid permits from the Department. The industrial wastewater from the Facility discharged into wetlands, Class III waters of the State, as defined by Florida Law.

i. Respondent conducted construction and dewatering activities at the Facility without a valid permit from the Department in violation of sections 403.087, F.S., and Chapters 62-4 and 62-620, F.A.C.

a. Construction activities and the associated dewatering activities conducted at the Facility are now covered under the National Pollutant Discharge Elimination System (NPDES), *Generic Permit for Stormwater Discharge from Large and Small Construction Activities*, CGP), No. FLR20IK75-001, which was issued on July 24, 2025, and expires on July 23, 2030.

ii. Respondent conducted industrial activities at the Facility without a valid permit from the Department, in violation of section 403.087, F.S., and Chapters 62-4 and 62-620, F.A.C.

a. Industrial activities conducted at the Facility are now covered under the National Pollutant Discharge Elimination System (NPDES), *Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity* (MSGP), No. FLR05J377-001, which was issued on August 1, 2025, and expires on July 31, 2030.

iii. Respondent operated the Facility without a valid wastewater permit from the Department, in violation of section 403.087, F.S., and Chapters 62-4 and 62-620, F.A.C.

a. The industrial wastewater discharge for groundwater occurring at the Facility is now covered under Department Wastewater Permit No. FLG074526, which was issued on August 1, 2025, and expires on July 31, 2030.

b. Although the Respondent implemented the Department approved 2016 Odor Control Plan at the facility, the Department finds that Respondent intermittently caused or contributed to off-site objectionable odor and that changes to the 2016 Odor Control Plan are needed to assist with control of potential off-site objectionable odor in violation of Rule 62-701.730(7)(e) F.A.C., Rule 62-296.320(2), F.A.C., DEP Solid Waste Permit No. 0246176-013-SO Specific Condition C.6., and section 403.087, F.S. Respondent disputes this finding.

c. The Department finds that Respondent failed to comply with Emissions Unit Specific Condition No. 8 in section 3 of Air Permit No. 0150104-005-AC. The Hydrogen Sulfide scrubber was shut down in excess of 120 hours per year in violation of DEP Air Permit No. 0150104-005-AC Specific Condition A.8 (the "Permit"), and section 403.161, F.S. Respondent disputes this finding and alleges that proper notice was given to the Department in the Monthly Reports that the Hydrogen Sulfide Scrubber was in the construction start up phase allowed under the Permit until April 2025, and therefore no violation occurred.

7. The Department and Respondent entered into a Consent Order on March 25, 2016.

8. The Respondent published notice of the Consent Order in a newspaper of daily circulation in Charlotte County, Florida after the execution of the Consent Order.

9. The Respondent paid to the Department \$3,000.00 in costs and penalties as required by the Consent Order.

10. Herons Glen Homeowners' Association ("Herons Glen") filed a Petition for Administrative Hearing challenging the Consent Order on April 15, 2016. At that time, the Consent Order became proposed agency action.

11. Subsequent to the filing of the Petition for Administrative Hearing by Herons Glen, the Department and Respondent met with Herons Glen to discuss the issues raised in its Petition for Administrative Hearing.

12. The Department and Respondent entered into an Amended Consent Order in this matter on July 26, 2016.

13. The Facility has completed a Phase I and Phase II Odor Remediation Plan. The Facility has installed a Gas Collection and Control System (“GCCS”), which includes a hydrogen sulfide scrubber system and a flare. The Facility has installed an Odor Control Misting System which is designed to neutralize odor molecules.

14. Having reached a settlement and resolution of the matter Respondent and the Department mutually agree and it is

ORDERED:

15. Respondent shall comply with all Florida Statutes and Florida Administrative Code Rules concerning off-site objectionable odors, including but not limited to Rules 62-296.320(2), 62-701.730(7)(e), and 62-701.530(3)(b), F.A.C., and shall comply with the following corrective actions within the stated time periods:

a. Compliance with the SLD Recycling and Disposal Facility Odor Control Plan, attached and incorporated to this order as Exhibit A, is required and enforceable under this Order.

b. **Within 60 days of the effective date of this Order**, Respondent shall maintain only one active face at the Facility, that shall be no greater than 90,000 square feet.

c. **Within 60 days of the effective date of this Order**, Respondent shall apply a minimum of six (6) inches of weekly cover over the active face at the end of each work week. This weekly cover shall consist of native soils, recovered screen material (RSM) as defined in Rule 62-701.200(97), F.A.C., or a mulch-soil mixture containing at least fifty percent (50%) soil by volume. Respondent shall be allowed to use tarps as alternative daily cover when using daily cover. Respondent may request the Department to approve alternative daily cover, or alternative weekly cover, such as membranes or Posi-Shell, provided that Respondent submits a written request for approval to the Department at least thirty (30) days prior to the intended date of use. If an administrative review and approval or a permit modification is the appropriate approval

process, the Department will advise the Respondent accordingly. Absent written approval from the Department, use of alternative daily cover or alternative weekly cover is not authorized under this Order.

d. **Within 180 days of the effective date of this Order**, Respondent shall submit to the Department, a comprehensive engineering evaluation analysis and planning study report, prepared and signed by a Florida-licensed Professional Engineer (hereinafter, Gas Evaluation). The Gas Evaluation shall, evaluate the current and projected adequacy of the landfill's gas collection and odor control systems, misting systems, and monitoring systems, to ensure the Facility's operations and conditions do not cause, suffer, allow or permit the discharge of air pollutants which cause or contribute to an off-site objectionable odor [*Rule 62-296.320(2)*]. The Gas Evaluation study shall also assess future landfill gas collection and odor control systems, misting systems and monitoring systems needs over the next five (5) and ten (10) years, accounting for anticipated waste placement, operational changes, and potential expansion of the landfill. The Gas Evaluation shall consider, but not be limited to, the need for new, additional, or expanded gas extraction wells, conveyance piping, flaring capacity, gas treatment equipment such as scrubbers, engineered biocovers, interim caps, misting systems, and monitoring systems.

- i. The Department shall provide Respondent with its written approval, approval with conditions or modifications as a contingency of approval, or disapproval for the Gas Evaluation within ninety (90) days of receipt.
- ii. Respondent shall revise the Gas Evaluation in accordance with the Department's written comments within forty five (45) days of Respondent's receipt of the Department's written comments unless such comments specify an appropriate alternative due date allowing Respondent an adequate amount of time to evaluate any additional technology or equipment being required, in which case Respondent shall submit to the Department any revised submittal, specification or schedule in accordance with the due date specified by the Department. Revised submittals are also subject to approval, approval with conditions and/or modifications, or disapproval by the Department following these approval

procedures. The Department shall review the revised submittals and provide approval or additional comments within ninety (90) days of submittal. Any revised submittal that is not approved or is not approved with conditions and/or modifications is considered noncompliant with the terms of this Order; however, such noncompliance shall not be subject to the stipulated penalties specified under paragraph 17 of this Order.

- iii. Upon receipt of the Department's written approval or with conditions and/or modifications, Respondent shall implement the Gas Evaluation in accordance with the mutually agreeable schedule (agreed upon by the Department and Respondent) and provisions contained therein.

- e. **Within 365 days of the effective date of this Order**, Respondent shall complete closure of Phases 2 and 3.

16. **Within 30 days of the effective date of this Order**, although the Respondent denies the appropriateness of the requested penalties, in order to resolve the matter without litigation, Respondent shall pay the Department \$31,500.00 in settlement of the regulatory matters addressed in this Order. This amount includes \$28,500.00 for civil penalties and \$3,000.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Order. The civil penalty in this case includes 6 violations that each warrant a penalty of \$2,000.00 or more.

17. Respondent agrees to pay the Department stipulated penalties in the amount of \$1,000.00 per day for each and every day Respondent fails to timely comply with any of the requirements of Paragraph 15 of this Order. The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department's issuance of written demand for payment, and shall do so as further described in paragraphs 18 and 19, below. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Order. Any stipulated penalties assessed under this paragraph shall be in addition to the civil penalties agreed to in paragraph 16 of this Order.

18. Respondent shall make all payments required by this Order by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and mailed to Department of Environmental Protection, South District Office, Attention: Air & Solid Waste Programs, 2295 Victoria Avenue, Suite 364, Fort Myers, FL 33901

and shall include both the OGC number assigned to this Order and the notation “Water Quality Assurance Trust Fund.” Online payments by e-check can be made by going to the DEP Business Portal at: <http://www.fldepportal.com/go/pay/>. It will take a number of days after this order becomes final, effective and filed with the Clerk of the Department before ability to make online payment is available.

19. Except as otherwise provided, all submittals and payments required by this Order shall be sent to Department of Environmental Protection, South District Office, Attention: Air & Solid Waste Programs, 2295 Victoria Avenue, Suite 364, Fort Myers, FL 33901.

20. Respondent shall allow all authorized representatives of the Department access to the Facility and the Property at reasonable times for the purpose of determining compliance with the terms of this Order and the rules and statutes administered by the Department.

21. In the event of a sale or conveyance of the Facility or of the Property upon which the Facility is located, if all of the requirements of this Order have not been fully satisfied, Respondent shall, at least 30 days prior to the sale or conveyance of the Facility or Property, (a) notify the Department of such sale or conveyance, (b) provide the name and address of the purchaser, operator, or person(s) in control of the Facility, and (c) provide a copy of this Order with all attachments to the purchaser, operator, or person(s) in control of the Facility. The sale or conveyance of the Facility or the Property does not relieve Respondent of the obligations imposed in this Order.

22. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Order, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's reasonable due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other agent (collectively referred to as “contractor”) to whom responsibility for performance is delegated to meet contractually imposed deadlines shall be considered circumstances beyond the control of Respondent (unless the cause of the contractor's late performance was also beyond the contractor's control). Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department by the next working day and shall, within seven calendar days notify the Department in writing of (a) the anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the timetable by which Respondent intends to implement these measures. If the parties can agree

that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended. The agreement to extend compliance must identify the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid or minimize the delay, if any. Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner constitutes a waiver of Respondent's right to request an extension of time for compliance for those circumstances.

23. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Order, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for alleged violations up to the date of the filing of this Order. This waiver is conditioned upon Respondent's complete compliance with all of the terms of this Order.

24. This Order is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Order does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

25. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Order.

26. Respondent is fully aware that a violation of the terms of this Order may subject Respondent to judicial imposition of damages, civil penalties up to \$15,000.00 per day per violation, and criminal penalties.

27. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, F.S., on the terms of this Order. Respondent also acknowledges and waives its right to appeal the terms of this Order pursuant to section 120.68, F.S.

28. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

29. The terms and conditions set forth in this Order may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, F.S. Failure to comply with the terms of this Order constitutes a violation of section 403.161(1)(b), F.S.

30. This Consent Order is a final order of the Department pursuant to section 120.52(7), F.S., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, F.S. Upon the timely filing of a petition, this Consent Order will not be effective until further order of the Department.

31. Respondent shall publish the following notice in a newspaper of daily circulation in both Lee and Charlotte County, Florida. The notice shall be published one time only within 30 days of the effective date of the Order. Respondent shall provide a certified copy of the published notice to the Department within 10 days of publication.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
NOTICE OF CONSENT ORDER

The Department of Environmental Protection (“Department”) gives notice of agency action of entering into a 2nd Amended Consent Order with SLD LANDFILL, INC. pursuant to section 120.57(4), Florida Statutes. The 2nd Amended Consent Order addresses Department findings of violations concerning off-site objectionable odors and equipment downtime which are disputed by SLD Landfill, Inc., and the failure to obtain National Pollutant Discharge Elimination System (NPDES) permits at 30199 Zemel Road, Punta Gorda, in Charlotte County, Florida. The 2nd Amended Consent Order is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, South District, 2295 Victoria Avenue, Suite 364, Fort Myers, FL 33901.

Persons who are not parties to this 2nd Amended Consent Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this 2nd Amended Consent Order means that the Department’s final action may be different from the position it has taken in the 2nd Amended Consent Order.

The petition for administrative hearing must contain all of the following information:

- a. The name and address of each agency affected and each agency's file or identification number, if known;
- b. The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- c. A statement of when and how the petitioner received notice of the agency decision;
- d. A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- e. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;
- f. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- g. A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 or received via electronic correspondence at Agency_Clerk@floridadep.gov, within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at Department of Environmental Protection, South District Office, 2295 Victoria Avenue, Suite 364, Fort Myers, FL 33901. **Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes.** Within 10- days after filing a petition, a person whose substantial interests are affected by this 2nd Amended Consent Order may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right to an administrative hearing if mediation does not result in a settlement.

Additional information about the mediation process and procedure is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

32. Rules referenced in this Order are available at <https://floridadep.gov/ogc/ogc/content/rule>.

FOR THE RESPONDENT:
SLD LANDFILL, INC.

Ronald Mittelstaedt, President

Date

[This portion intentionally left blank.]

Please do not write below this line. For DEP use only.

DONE AND ORDERED this ____ day of _____, 2026, in Lee County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Elizabeth “Liz” Sweigert
Director of District Management
South District Office
Florida Department of Environmental Protection
2295 Victoria Avenue, Suite 364
Fort Myers, FL 33901
Telephone: 239-344-5600

Filed, on this date, pursuant to section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk

Date

Enclosure: Exhibit A: SLD Recycling and Disposal Facility Odor Control Plan

Cc: Lea Crandall, Agency Clerk, agency_clerk@FloridaDEP.gov

Exhibit A to 2nd Amended Consent Order – OGC Case No.: 15-1680
SLD Recycling and Disposal Facility Odor Control Plan

I. Purpose

The SLD Recycling and Disposal Facility Odor Control Plan is at a minimum intended to comply with the corrective action requirements cited in 62-701.530(3)(b) regarding objectionable odors that have been confirmed beyond the Facility's property boundary. It establishes work practices, procedures for responding to offsite objectionable odor complaints ("odor complaint(s)"), Odor Complaint recordkeeping and reporting requirements, personnel responsible for Odor Complaint responses, odor control work practices, operation, and maintenance, and procedures to mitigate the impacts of potential offsite objectionable odors from migrating beyond the facility property boundary, to ensure compliance with Rule 62-296.320(2), F.A.C.

II. Identification of Potential Odor Sources

The disposal of construction and demolition debris produces landfill gas with hydrogen sulfide (H₂S) and is a primary source of potential offsite odors. A majority of the H₂S emissions are currently controlled through a gas collection system which collects the landfill gas and then either: 1) treats the landfill gas through a scrubber treatment system to reduce H₂S concentrations and then the treated gas is subsequently combusted in a flare; or 2) if the H₂S scrubber treatment system is not operating, the untreated gas is combusted in a flare. The landfill's open face is also a potential source of H₂S.

III. Odor Control Measures

SLD Landfill, Inc. ("SLD") shall implement and maintain the following measures to limit any potential odors from SLD's operations at the landfill from causing offsite objectionable odors:

1. Maintain the H₂S scrubber treatment system to reduce H₂S concentrations in the landfill gas and then combust the treated landfill gas in a flare.
2. At no time should untreated landfill gas collected by the landfill gas collection system be vented to the atmosphere without the aid of the flare. If the flare is down, then SLD shall notify the Department within one business day of discovery. If the H₂S scrubber treatment system is not operating, the gas shall be combusted in the flare. Operation of the flare without the aid of the H₂S scrubber is currently limited to 120 hours per year. Pursuant to the Division of Air Resource Management's Prevention of Significant Deterioration (PSD) Modeling Best Practices document, any source which operates less than 400 hours per year is considered an intermittent source and is not appropriate for American Meteorological Society/Environmental Protection Agency Regulatory Model (AERMOD) steady-state modeling applications. Considering the limited and intermittent nature of the flare operating without the H₂S scrubber, the Department has reasonable assurance that SLD Landfill does not cause or contribute to a violation of the 2010 SO₂ National Ambient Air Quality Standards.

3. Waste Management: SLD shall apply a minimum of six (6) inches of weekly cover over the active face at the end of each work week. This weekly cover shall consist of native soils, recovered screen material (RSM) as defined in Rule 62-701.200(97), F.A.C., or a mulch-soil mixture containing at least fifty percent (50%) soil by volume. Respondent shall be allowed to use tarps as alternative daily cover when using daily cover. Respondent may request the Department to approve alternative daily or alternative weekly cover, such as membranes or Posi-Shell, provided that Respondent submits a written request for approval to the Department at least thirty (30) days prior to the intended date of use. If an administrative review and approval or a permit modification is the appropriate approval process, the Department will advise the Respondent accordingly. Absent written approval from the Department, use of alternative daily cover or alternative weekly cover is not authorized. SLD shall maintain only one active face, no greater than 90,000 square feet.
4. Use and maintain automated odor control devices, including, but not limited to, an automated misting system that is designed to chemically neutralize, hydrogen sulfide.

IV. Meteorological and H2S Data Collection Requirements

SLD shall install, operate, and maintain instrumentation to measure and record wind speed, direction, humidity, and ambient temperature of air passing over the facility grounds. If the onsite weather monitoring equipment is not operational due to power outages, maintenance, repairs, or upgrades, the facility may substitute missing data with data from the closest airport. Meteorological equipment shall be maintained and operated consistently with manufacturer's recommendations. The data timeframes shall be collected in five-minute increments.

Within 180 days of effective date of the 2nd Amended Consent Order, SLD shall install a network of H2S monitoring stations within the SLD facility boundary. This network will be known as Perimeter H2S Monitors ("PMs"). The PMs shall be designed such that H2S in atmosphere can be sampled and recorded at least once per hour, seven days a week. Reasonable efforts shall be made by SLD to repair/replace monitors when failures occur. The PMs which will be installed at six (6) locations around the site perimeter to provide air monitoring data representative of ambient air quality, the six (6) Perimeter Monitoring locations are depicted on the map below. The PMs shall be subject to the Department identified hydrogen sulfide (H2S) threshold of 0.1 ppmV, and subject to written notification to the Department as detailed below.

Within 10 days of the effective date of the 2nd Amended Consent Order, SLD shall begin performing internal H2S monitoring to be representative of the H2S concentrations above the active working face. To satisfy this requirement H2S measurements shall be collected and recorded by SLD once per day with a handheld Jerome meter identified below, at a minimum of four (4) locations immediately surrounding the active working face. The measurements at the working face with the Jerome meter shall be considered Internal Measurements ("IMs") and shall be collected on or adjacent to the active landfill footprint. IMs shall be retained for a minimum of five (5) years and provided to the Department upon request. The specific locations of the internal H2S monitoring will be subject to change over time as operations move throughout the facility. SLD may at its sole discretion add additional IMs locations over time.

Internal monitoring shall be performed using a Jerome Model 651 / 631-X hydrogen sulfide meter (or an alternative instrument with written Department approval) that is operated, calibrated, and maintained in accordance with manufacturer recommendations.

Modifications of the PM locations as depicted on the map set forth below may be made by mutual written agreement between SLD and the Department. SLD shall record all monitoring data (PMs and IMs) in a format that includes, at a minimum, the information reflected in the example spreadsheet header below.

Date	Performed by	Air Temperature (F)	Wind Direction (blowing from)	Wind Speed (MPH)	Conditions	Monitoring location	Time (24Hr)	Odor Detected?	PPM Measured
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All monitoring data (including PMs and IMs), equipment calibration logs, and maintenance records shall be retained for a minimum of five (5) years and provided to the Department upon request.



Upon the effective date of this Order, monitoring at the locations identified in the Odor Monitoring Program as part of the 2016 Comprehensive Odor Remediation Plan for the SLD Recycling and Disposal Facility shall no longer be required and such monitoring and associated locations shall be replaced with the PM and IM locations identified in this Order.

Whenever SLD measures an ambient air concentration of hydrogen sulfide greater than 100.0 parts per billion (ppb) at a PM [the “*Measurement*”], SLD shall notify the Department within one business day of the *Measurement(s)*. SLD shall also provide a written submission within five business days describing the *Measurement(s)*; the root cause thereof; the period of the *Measurement(s)*, including

exact dates and times; the measured concentrations and monitoring locations; and if the conditions triggering the *Measurement(s)* are continuing, the anticipated time until they will cease; actions taken and status; and steps taken or planned to reduce, eliminate, and prevent recurrence. The written submission shall also include a table showing wind speed and wind direction in 15-minute intervals, for the period 24 hours before and 24 hours after the *Measurement(s)*.

V. Odor Complaint Investigation and Response

SLD shall comply with the following procedural requirements for responding to objectionable odor complaints:

1. SLD shall identify at least two points of contact (a primary contact and a backup contact) for handling alleged offsite objectionable odor complaints. Offsite Objectionable Odor complaints may be received directly from the public or be referred to SLD via the Department.
2. SLD shall maintain records of all odor complaints received from the public or the Department including the duration, location, date, and time of the odor complaint. Additional information regarding an odor complaint including a description of the nature of the odor complaint shall be recorded when available.
3. SLD shall reasonably respond to all odor complaints for alleged offsite objectionable odors by investigating the potential sources of objectionable odors within the facility listed in Part II, above, inspecting all odor control systems listed in Part III, above, and by conducting facility internal and perimeter ambient hydrogen sulfide monitoring. At a minimum, the response procedures shall include:
 - a. Inspection of all odor control systems;
 - b. Identification of any odor control technology elements that were malfunctioning and/or nonoperational during the time odor complaint(s) were received; If malfunctioning or nonoperation equipment is identified during such inspection, then maintenance and any other corrective actions shall be taken to bring any malfunctioning and/or nonoperational odor control technology back into operation.
4. SLD shall continue reasonable community outreach, if it receives a written request, by offering to meet once during each calendar quarter with any “Person,” as defined in §403.031(9) or §403.703(23), Florida Statutes, who submits a written request for a meeting. Within ten (10) business days after receiving a written request, SLD shall provide written notice to the requesting Person identifying at least two (2) dates and times during that quarter, or if the request is received in the last two weeks of a quarter, then two dates for the next quarter, when SLD is available to meet. SLD’s outreach obligation for a given quarter is satisfied upon providing their written notice of availability. A meeting shall occur only if the requesting Person selects one of the offered dates and confirms attendance in writing, within five (5) business days, provided SLD informed the Person of the five (5) business day confirmation requirement. SLD has the opportunity to consolidate multiple requests for quarterly meetings. SLD is not required to attend any meeting for which the requesting Person does not provide such written confirmation. All notices and confirmations required under this section shall be provided by email or mail. For clarity, SLD shall not be required

to hold more than one meeting for each quarter, despite any requests by any Person, and if any Person requests to meet and the quarterly meeting for the quarter has been already completed, then SLD shall respond and advise the Person of the timing of the next quarterly meeting, and opportunity to participate in the next quarterly meeting, and this action shall satisfy the obligation of reasonable community outreach.

VI. Monitoring, Recordkeeping, and Reporting Requirements

1. SLD shall maintain records of all meteorological data collected onsite.
2. SLD shall maintain records of all offsite objectionable odor complaints and associated investigations, findings and responses including a summary of the post-complaint inspection of all potential SLD odor sources and SLD odor controls.
3. SLD shall submit quarterly reports to the Department that includes all odor complaints (including information on the time, date, and location of the complaint), a summary of meteorological conditions during the complaint (i.e. wind direction and wind speed), and whether any malfunctioning and/or nonoperational odor control technology were observed during the post-complaint inspection.
4. All records, including those required in Section IV, shall be maintained onsite for a period of five years and be made available upon request to the Department.

VII. Odor Control Plan Revisions

If the Department determines, based upon competent evidence, that the current Odor Control Plan is insufficient to mitigate offsite objectionable odors or ensure compliance with Rule 62-296.320(2), F.A.C., then the Department reserves the right to pursue any procedures, rights, or remedies pursuant to Chapters 403 or 120, F.S.



March 25, 2026

Secretary Alexis Lambert
Florida Department of Environmental Protection
3900 Commonwealth Boulevard, M.S. 49
Tallahassee, FL 32399

Subject: Proposed Consent Order for SLD Recycling and Disposal Facility

Dear Secretary Lambert,

On behalf of the Punta Gorda City Council, I am writing to convey concerns expressed by our residents regarding ongoing odor impacts associated with the SLD Recycling and Disposal Facility located at 30199 Zemel Road.

In recent Council meetings, we have received consistent public comment from residents describing the effect of landfill odors on surrounding neighborhoods. These concerns have persisted over an extended period, during which the facility has operated under a Consent Decree for approximately ten years while odor-related complaints have continued.

We understand that the Florida Department of Environmental Protection (FDEP) is currently working with the facility to develop a new Consent Order intended to strengthen the requirements established in the 2016 agreement. We appreciate the Department's role as the regulatory authority and recognize the effort involved in addressing complex operational and environmental challenges.

At the same time, given the duration and consistency of community concerns, the City respectfully requests that the proposed Consent Order include a clearly defined and expedited timeline for corrective actions, as well as measurable performance standards and accountability provisions. Establishing these elements will be critical to ensuring that required improvements are implemented in a timely and effective manner.

The City Council shares the community's expectation that landfill operations be conducted in a way that protects the quality of life for nearby residents, safeguards natural resources, and reinforces public confidence in regulatory oversight.

The City of Punta Gorda values its partnership with FDEP and supports the Department's mission to protect Florida's environment and communities. We respectfully request that the Department give strong consideration to the concerns raised by our residents and local stakeholders as the Consent Order is finalized, with a focus on achieving meaningful and lasting resolution of these issues.



CITY OF PUNTA GORDA

OFFICE OF THE CITY MANAGER
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-3394
citymgr@CityofPuntaGordaFL.com

Thank you for your continued attention to this matter and for your service to the residents of Florida.

Sincerely,

Dr. Deborah Lux, Mayor
Punta Gorda City Council



HALO — Homeowners Against Landfill Odor

Community Advocacy | Accountability | Public Health

City of Punta Gorda Alert & Briefing March 18th, 2026

Background:

- For the past ten years, the Waste Connections SLD Zemel Road Landfill has been in violation of a Consent Decree, as well as Florida Statute §403.161(1)(b) and Rule 62-701.530(3)(b), which prohibit landfill operations from emitting objectionable odors beyond their property boundaries.
- Despite these ongoing violations, the Florida Department of Environmental Protection (FDEP) has not issued any Notices of Violation (NOV's) or fines, citing SLD's "cooperation" in implementing limited corrective measures.
- The limited corrective measures SLD has implemented have not contained the odors which become overwhelming and obnoxious when the wind carries them to surrounding communities.
- It is difficult to understand how such an egregious and easily remediable situation has been allowed to persist for nearly a decade, especially given the availability of proven odor control technologies used at other major landfill sites nationwide.

Community Concerns:

- Declining Property Values
- Negative Impacts on Health
- Reduced Quality of Life
- Suppressed Economic Development on Hwy41 (Magnolia Landing to Tuckers Grade Road)
- Environmental Damage

Community Impact:

- Over 10,000 existing residents with thousands more coming in new Firelight communities
- Up to 100,000 people per day are exposed to landfill odors along US-41
 - Includes commuters, residents, tourists, and businesses
 - Creates negative first impression of the Community

Waste Connections SLD Landfill Position:

- No Admittance or Acknowledgement of Odors
- No Plans, Actions, Timelines or Commitments to Fix
- No Good Faith Effort to Work with FDEP and Community
- Continued Violations

HALO – Who We Are

HALO is a community advocacy group formed in 2025 to represent citizens from multiple communities in North Lee and South Charlotte counties affected by odors from the Waste Connections SLD Landfill on Zemel Road. Our mission: protect public health, quality of life, and property values.

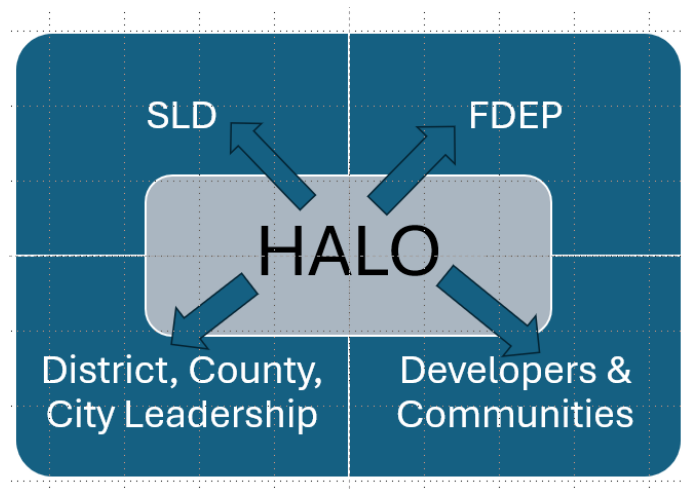
What We Do

- Advocate for residents affected by landfill odors!
- Support enforceable, science-based monitoring and response!
- Promote accountability, transparency, and regulatory compliance!

Our Goals

- Stop the Stink
- Prevent landfill expansion until full legal and environmental compliance
- Update consent decree to include landfill best practices
- Establish independent monitoring and enforcement protocols

HALO – Unifying and Simplifying Stakeholder Response



Seeking Support

- Elected Officials and City Leadership
 - Charlotte County Commissioners
 - District 76 Representative for Lee and Charlotte Counties
 - Punta Gorda City Council
- Builders and Developers
- Local Communities – Herons Glen, Magnolia Landing, Tropical Palms, Firelight, Burnt Store Village, Burnt Store Colony, Del Tura

THE IMMEDIATE PROBLEM

FDEP and SLD are finalizing a new Consent Order. While stronger than the 2016 version, it still fails to adequately protect residents from ongoing odor violations, weak enforcement, and insufficient accountability.

HALO ACTION

HALO will file a Petition for Administrative Hearing to prevent this Order from becoming final until major deficiencies are corrected.

CONSENT ORDER FAILURES

- NO substantial penalties for past violations
- WEAK penalties for future and repeat violations
- 365-day closure timeline (should be 90 days)
- 90,000 sq. ft. dumping footprint (should be 10,000)
- Weekly waste coverage instead of DAILY
- NO automatic odor enforcement triggers
- H₂S monitoring every 60 minutes (should be every 15)
- H₂S violation alert trigger 100ppb (should be 10)
- NO independent third-party oversight
- NO real-time public transparency

CITY OF PUNTA GORDA REQUEST FOR ACTION

- File Petition for Administrative Hearing upon execution of new Consent Order. (21 Day window)
- Suspend all SLD contracts until a corrected Order is signed and odors are eliminated.
- Impose a Nuisance Tax for each day the odors are detected on Hwy 41.
- Promote citizen reporting of odors to FDEP.



For Additional Information Contact: Kim Kitko * 412-328-8328 * kimkitko@gmail.com

**CITY COUNCIL
CITY OF PUNTA GORDA
03/25/2026**

REGULAR AGENDA

Title: *A Resolution of the City Council of the City of Punta Gorda, Florida approving and ratifying an agreement between the City and Southwest Florida Chapter - Florida Police Benevolent Association (PBA) effective October 1, 2025 through September 30, 2026; authorizing the City Manager to execute the agreement on behalf of the City; and providing an effective date.

Funds: General Fund

Recommended Action: City Council approval and ratification.

Summary: The City and the Southwest Florida Chapter - Florida Police Benevolent Association (PBA) have finalized a collective bargaining agreement. The PBA membership voted to accept the agreement. Staff is requesting City Council authorize the City Manager to sign the contract, ratifying the agreement effective October 1, 2025 through September 30, 2026.

Department/Division: City Manager

EXHIBITS:

-
1. [Resolution](#)
 2. [Ratification Letter](#)
 3. [Budget information](#)
 4. [*PBA Final Draft Agreement](#)
-

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PUNTA GORDA, FLORIDA APPROVING AND RATIFYING AN AGREEMENT BETWEEN THE CITY AND SOUTHWEST FLORIDA CHAPTER – FLORIDA POLICE BENEVOLENT ASSOCIATION (PBA) EFFECTIVE OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Police Benevolent Association (PBA) is the certified bargaining agent for the classification of sworn police officers employed by the City of Punta Gorda in its Police Department pursuant to Public Employees Relations Commission (PERC) certification number 1094; and

WHEREAS the City and the PBA recognize that the current agreement is a status quo ante extension of the collective bargaining agreement between the parties which term ended September 30, 2025; and

WHEREAS, the City and the PBA have negotiated in good faith to reach a new one-year agreement; and

WHEREAS, members of the PBA have voted upon and ratified the new agreement.

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

I. The Agreement between the City of Punta Gorda, Florida and Southwest Florida Chapter – Florida Police Benevolent Association effective October 1, 2025 through September 30, 2026, a copy of which is attached hereto and made a part hereof, is hereby approved and ratified.

II. The City Manager of the City of Punta Gorda is hereby authorized to execute the Agreement on behalf of the City.

III. This Resolution shall become effective on October 1, 2025.

ADOPTED in regular session of the City Council of the City of Punta Gorda, Florida, this 25th day of March 2026.

Dr. Deborah Lux
Mayor of the City of Punta Gorda, FL

ATTESTED TO:

Sara Welch
Clerk of the City of Punta Gorda, Florida

Approved as to Form and Content

Steven S. Leskovich, J.D., Ed.D., City Attorney
FL Bar No. 0194840



SOUTHWEST FLORIDA CHAPTER

of the Florida Police Benevolent Association, Inc.

The Voice of Florida's Law Enforcement Officers

March 12, 2026

Dr. Melissa Reichert
Punta Gorda City Manager
326 W. Marion Ave.
Punta Gorda, FL 33950

RE: Ratification of Punta Gorda Collective Bargaining

Dear Dr. Reichert:

This is to inform you that a vote was taken on the contract offered to Punta Gorda Police Department Bargaining Unit Members.

The vote counted on the 10th day of March 2026 is as follows:

POLICE OFFICERS

Yes, to ratify:	13
No, not to ratify:	<u>1</u>
Total votes:	14

The vote counted on the 11th day of March 2026 is as follows:

POLICE OFFICERS

Yes, to ratify:	13
No, not to ratify:	<u>2</u>
Total votes:	15

The total votes:

Yes, to ratify:	26
No, not to ratify:	<u>3</u>
Total votes:	29

Therefore, the contract is hereby ratified by the membership for the police officers. We look forward to hearing from you at your earliest convenience regarding same.

Respectfully,

Michael T. McHale
President

MM/lbs

Cc: Stephanie Webster, Legal FL PBA
George Corwine, PBA
Jeff Payne, Human Resources Director
Chief Davis

Proposed Contract 3-12-26

ARTICLE	PROPOSED	UNIT COST	QUANTITY	U/M	1st YEAR	COMMENTS
Article 15: Wages	10% wage adjustment for all officers FY 26	6%, (4% already in budget)	31	EE's	129,175	Raises pay ranges 8%
Article 15: Wages	10% wage adjustment for all corporals FY 26	6%, (4% already in budget)	7	EE's	35,840	Raises pay ranges 8%
Article 15: Wages	Specialty Pay Detective	\$.50 increase/hr	4	EE's	4,370	From \$0.50/hr to \$1/hr. There would be a additional costs for OT hours but can vary each year
Article 15: Wages	Specialty Pay for existing classes (SWAT, Dive, Canine, FTO, Marine, SRO)	varies based on calculation	20	EE's	7,795	Current \$1200 annually per stipend to proposed \$1,500; (net difference is shown)
Article 17: Vacation & Personal Days	3 Personal Day after initial probationary period. Must be used in the fiscal year and will not accrue or carryover to another fiscal year		38	EE's	45,250	
					222,430	Total Estimated Non Budgeted Wages
					283,500	Total Estimated Budgetd & Non Budgeted Cost with FICA and Pension (excludes costs for overtime that would be affected by increases)

Sworn but different bargaining group or non-union increases

Article 15: Wages	10% wage adjustment for LTs and Captains FY 26	6% (4% already included in budget)	10	EE's	90,765	
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**AN
AGREEMENT
BETWEEN
THE CITY OF PUNTA GORDA
AND
SOUTHWEST FLORIDA POLICE BENEVOLENT
ASSOCIATION POLICE OFFICERS' BARGAINING UNIT**

Effective October 1, 2025 through September 30, 2026



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ARTICLE 1: PREAMBLE

1.1 GENERAL STATEMENT

- A. In accordance with the provisions of Florida's Public Employees Relations Act, Chapter 447, Part II, Florida Statutes, this Collective Bargaining Agreement, hereinafter the "Agreement," is entered into by and between the City of Punta Gorda, a municipality of the State of Florida, hereinafter the "Employer" or the "City" and the Southwest Florida Police Benevolent Association hereinafter referred to as the "PBA" or the "Employee Organization" or the "Union".
- B. This Agreement is applicable to Employees as defined in Certificate Number 1094, issued to the PBA by the Public Employees Relations Commission and shall become effective upon ratification by the PBA and the City.

1.2 PURPOSE

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the Employer and its Employees:

- A. To foster safety in the work place;
- B. To provide an orderly means for resolving differences that arise concerning the interpretation or application of this Agreement; and most importantly,
- C. To promote the best interest of the public by providing the highest level of quality service to the community.

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ARTICLE 2: RECOGNITION

2.1 RECOGNITION OF PBA

The City recognizes the PBA, as the exclusive representative of the Employees in bargaining units (PERC Certification #1094) for purpose of collective bargaining with the City regarding wages, hours and other terms and conditions of employment as defined as certified Police Officers.

2.2 PBA OBLIGATIONS

The PBA recognizes its obligation to bargain per FS 447, as amended.

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ARTICLE 3: ANTI-DISCRIMINATION

3.1 NON-DISCRIMINATION BY PBA

PBA shall comply with all Federal and State laws and the rules and regulations promulgated by the Florida PERC, and will accept persons into its organization as full members without regard to race, color, religion, sex, national origin, age, disability, marital status, or political affiliation.

3.2 NON-DISCRIMINATION BY THE CITY

The City shall comply with all Federal and State laws and the rules and regulations promulgated by the Florida PERC, and will not discriminate against any Employee covered by this Agreement because of membership in PBA or legitimate, lawful activity on behalf of PBA members.

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ARTICLE 4: DEFINITIONS

FOR THE PURPOSE OF THIS AGREEMENT:

A. CHIEF OF POLICE or CHIEF

Is defined to include the Chief of Police and/or his designee.

B. CITY

Is defined as the City of Punta Gorda, a municipal corporation under the laws of the State of Florida, consisting of an electorate, elected and appointed officials. For purpose of this agreement, the term "City" shall also mean the City Council, its appointed administrative officers, designees and representatives.

C. CITY MANAGER

Is defined as that person appointed by the City Council who is Chief Administrative/Executive Officer of the City and/or his designee.

D. COMPUTING TIME

In computing the time prescribed or allowed by this Agreement for taking some type of administrative action such as filing or responding to a grievance, the day of the act, event or occurrence from which the designated computing period begins shall not be included or counted. Computing periods shall be calculated using the definition of working day as specified elsewhere in this Article.

E. DEPARTMENT

Shall refer to the Police Department of the City of Punta Gorda, Florida.

F. EMPLOYEE

Unless otherwise indicated, an Employee is defined as an Employee of the City who may or may not be a member of the PBA as described in 2.1 herein. Sections following in this agreement will detail differences between members of the PBA and those who are not.

G. FISCAL YEAR

Refers to the period that begins October 1 and runs through September 30, of the following year.

H. HE OR SHE, HIS or HER

Shall be used to designate individuals of both sexes.

I. NOTICE

Notice to the Local PBA President or other elected officer of the PBA by the City and to the Chief and Human Resources Director by the PBA or any Employee shall constitute compliance with any notice requirement under this CBA and the law.

J. OVERTIME

Overtime shall be defined as hours worked in excess of eighty-four (84) hours actually worked in a fourteen (14) day period.

K. PAST PRACTICE

A past practice must meet all three (3) of the following criteria that have been established by the Florida Public Relations Commission (PERC):

1. The practice must be unequivocal;
2. The practice must have existed substantially unchanged for a significant period of time; and,
3. The practice must be one which Employees could reasonably expect to continue unchanged.

L. PBA or UNION

Shall mean the collective bargaining agent, the Southwest Florida Police Benevolent Association, Inc.

M. WORKING DAY

For the purpose of filing and responding to grievances and/or taking other administrative actions, shall refer to Monday through Friday, 8:00 AM until 4:30 PM each day, and excluding City-recognized holidays (P.R.R. 15.1, or as numbering sequence may be amended).

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ARTICLE 5: MANAGEMENT RIGHTS

5.1 GENERAL

Unless otherwise modified by a provision of this Agreement, the City retains each of its management rights as articulated in Section 447.209 of the Florida Statutes.

Except as specifically abridged or modified by a provision of this Agreement, City will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing, including, but not limited to, the following:

- A. To determine the standards of service to be offered by the Police Department;
- B. To determine the standards of selection for employment;
- C. To hire, transfer, and promote Employees;
- D. To direct to take disciplinary action for cause up to, and including, termination;
- E. To relieve Employees from duty because of lack of work or for other articulable legitimate reasons;
- F. To issue rules, regulations, procedures, and standards;
- G. To contract and subcontract all existing and future work or services;
- H. To determine the methods, means and personnel by which City's operations are to be conducted;
- I. To establish and revise or discontinue policies, programs and procedures to meet changing conditions and to better serve the needs of the public;
- J. To the content of job classifications and their descriptions;
- K. To exercise complete control and discretion over its organization and the technology of performing its work;
- L. To fulfill all of its statutory and Charter responsibilities.

5.2 STATEMENT OF NON-WAIVER OR RESTRICTION

None of the language above shall be interpreted as a waiver or restriction of the PBA 's right to bargain with the City over mandatory subjects of bargaining, or to bargain with the City over the impacts of changes to permissive subjects of bargaining, as may become necessary through the City's exercise of one, or more, of the above-listed rights.

The City's exercise of the above listed rights in Article 5.1 shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.

5.3 COMPLIANCE WITH LAW AND PBA COOPERATION

The PBA recognizes that the City and the Police Department are obligated to comply with all federal, state and local laws, ordinances, regulations, directives, and guidelines, including such matters as equal employment opportunity, and the PBA shall cooperate and do all things necessary to facilitate compliance with said laws.

5.4 EMERGENCIES

If, in the sole discretion of the City Council or the City Manager, it is determined that civil emergency conditions exist, including but not limited to: riots, civil disorders, hurricane/tornado conditions, epidemics, public employee strikes or other similar catastrophes, any and all provisions of this Agreement may be suspended by the City during the time of the declared emergency, excluding wages and other monetary benefits.

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ARTICLE 6: EMPLOYEE RIGHTS

6.1 BILL OF RIGHTS

The City and the PBA shall comply with the provisions of Florida Statutes, Chapter 112.532, as it exists or may be amended, also known as the Law Enforcement Officer's Bill of Rights. Claimed violations shall be subject to the remedial provisions of Section 112.534 of the Florida Statutes.

6.2 PBA ACTIVITY

Employees shall have and be protected in the exercising of their right, freely and without fear of coercion, penalty, or reprisal, by a representative of the PBA, to join and participate in, or to refrain from joining participating in. the PBA.

6.3 PBA MEMBERSHIP

Nothing in this Agreement shall require an Employee to become a member, or remain a member of the PBA, or to pay any money to the PBA.

6.4 PBA REPRESENTATION

An Employee who is a member of the PBA shall have the right to PBA representation if the Employee so desires. Employees who are not members of the PBA shall not have the right to PBA representation.

6.5 FAIR AND EQUITABLE TREATMENT

Employees shall have the right to fair and equitable consideration of all provisions of this Agreement, operational procedures and directives of the Police Department, and the City's Personnel Rules and Regulations (PRR).

6.6 APPLICABILITY OF CITY'S EMPLOYMENT RULES

Employees are subject to all provisions of the City's PRR unless such provisions are in conflict with any article or element of this Agreement. In such cases, this Agreement shall control.

6.7 PREVAILING RIGHTS

All prevailing management rights, obligations, duties, policies, rules, regulations, procedures, and practices that are not addressed or modified by this Agreement shall remain in full force and unaffected.

6.8 PERSONNEL FILES

- A. The City shall maintain an official personnel file in the Human Resources Department for each Employee, and it shall contain a copy of all formal disciplinary actions and job performance reviews.
 - 1. Such files and records are subject to the provisions of Chapter 119, Florida Statutes, and shall be available for examination pursuant to the public records request provisions of the chapter.
 - 2. Any item placed in an Employee's official personnel file shall be subject to the retention provisions of General Records Schedule GS I-SL for State and Local Governments, as it exists or may be amended, which states that all personnel records are to be retained for 50 years after the date of termination.
- B. The Department may maintain a duplicate personnel file of the official personnel file maintained by the City, as well as any other records and files the Chief deems appropriate for the efficient operation and administration of the Department, not including records of oral reprimands. This duplicate personnel file shall be held by the Chief.
- C. Duplicate copies of disciplinary matters that are retained by the Department and held in the possession of the Chief or his/her designee shall be removed from duplicate copy files at the following times and under the following conditions provided in in this Article 6.8(C)(1)-(4). It shall be the responsibility of the Police Chief or his/her designee to ensure that the provisions of this Article are complied with.
 - 1. Verbal Warnings and Written Reprimands shall be removed from the duplicate file held by the Department and may not be used for purposes or evaluation or taking other administrative action with respect to an Employee, two (2) years from the date of written reprimand.
 - 2. Records related to suspensions or demotions shall be removed from the duplicate file held by the Department and may not be used for the purpose of evaluation or taking other administrative action with respect to an Employee, three (3) years from the date of the suspension or demotion.
 - 3. Should a violation occur that is substantively similar to a previous documented violation, the existing violation may be used for purposes of evaluation or other administrative action for an additional two (2) years, or

three (3) years respectively, depending on the nature of the violation and the discipline that was administered, following which time such violations shall be removed from the duplicate file held by the Department.

4. Nothing in the preceding shall preclude the Police Chief taking into account the entirety of an employee's performance when making administrative decisions, including, but not limited to transfers, promotions, or dismissal.

6.9 INSPECTION OF RECORDS

- A. Subject to any applicable exemption under F.S. Chapter 119, as such Chapter exists or may be amended, upon request an active Employee shall be provided not more than one (1) copy in any twelve (12) month period of his personnel record without cost.
- B. Requests to inspect City Personnel Records shall be handled as provided in F.S. Chapter 119, as such Chapter exists or may be amended.
- C. If a private citizen requests to see an Employee's personnel records, the Employee shall be notified by the City's Human Resources Department at the earliest practical time.

6.10 DISCIPLINE

The Employee's signature on any disciplinary instrument shall not prevent the Employee from initiating the grievance procedure in Article 7 herein.

It is the hope of the City that effective supervision and employee relations will avoid most difficulties which otherwise might necessitate discipline of employees. In an effort to rehabilitate Employees, it is the intention of the City to use progressive discipline.

Non-probationary employees may be disciplined for proper cause. Proper cause shall include the offenses set forth in the Group I and Group II offenses listed in PGPD Standard Operating Procedure 304.00 ("Standards of Conduct") and Subsection 11.5 of the Personnel Rules and Regulations. For Group I offenses, the progressive discipline schedule listed in SOP 304.00 shall be followed. For Group II offenses, an employee may be discharged for a first offense. For offenses not specifically listed in either Groups I and II of SOP 304.00, the schedule listed in Groups I and II of Subsection I 1.5 of the PRR shall be followed. For offenses not specifically listed in Groups I and II of either SOP 304.00 or Subsection 11.5 of the PRR, the offense will be slotted into the most analogous offense in either Group I or II of SOP 304.00 for purposes of discipline.

6.11 REPLACEMENT/REPAIR OF PERSONAL PROPERTY

Personal property of a bargaining unit Employee which is deemed by the City as reasonably necessary for use on the job, and is not issued by the City, which is lost, damaged or destroyed in the line of duty, except where Employee negligence is the cause, shall be replaced or repaired by the City at no expense to the Employee. Any claim(s) filed hereunder shall be limited to two hundred (\$200.00) dollars per Employee per incident. The Employee shall be reimbursed upon proof of replacement or repair.

6.12 RESIDENCY TAKE-HOME VEHICLE

The City reserves the right to administer a Take Home Vehicle Program subject to the terms outlined in General Operations Procedure 1105.00 Fleet System, as in effect on the date of the ratification of this Agreement or may be amended, subject to Article 20, so long as any amendment does not render void or otherwise adversely affect this Article 6.12, subject to the following provisions:

- A. In order to be assigned a take-home vehicle, Employees must live within thirty-five (35) road miles of the Department Headquarters, 1410 Tamiami Trail, Punta Gorda, FL. Employees who live outside this calculated distance will not be allowed to participate in this program;
- B. Employees who participate in this program shall comply with all the provisions of General Operations Procedure 1105.00, · FLEET SYSTEM, as in effect on the date of ratification of this Agreement, or may be amended; and
- C. In the event the Chief determines that an Employee has violated General Operations Procedure 1105.00 Fleet System as in effect on the date or ratification of this Agreement, or may be amended, the Employee's take home vehicle privileges may be revoked.
- D. When a law enforcement officer is authorized to utilize their agency vehicle in accordance with General Operations Procedure 1105.00 Fleet Systems Department personnel are permitted De minimis travel usage including but not limited to non-essential personal errands.

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ARTICLE 7: GRIEVANCE AND ARBITRATION GENERAL

7.1 STATEMENT

- A. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood by both parties that there will be a procedure for the settlement of disputes involving the interpretation or application of this Agreement. Employee discipline shall be subject to the grievance and arbitration procedure herein.
- B. In the event an Employee is given a directive by a supervisor which he or she believes to conflict with this Agreement, the Employee shall comply with the directive at the time given but may thereafter grieve such directive to the extent permitted by this Agreement. The Employee's compliance with such a directive shall not prejudice their right to pursue a grievance.
- C. Nothing in this Agreement will be construed to prevent any Employee from presenting his/her own grievance in person or by a representative to the Employer and having such grievances adjusted without intervention of the bargaining agent, and provided the adjustment is not inconsistent with the terms of this Agreement. If the aggrieved PBA member requests PBA Representation, the grievant shall notify the Employer. It is the responsibility of the grievant to notify the PBA of any meeting called for the resolution of such grievances.
- D. For the purpose of this article, workdays shall not be defined with reference to the individual Grievant or Grievants schedule, but rather shall mean 0800 to 1630 hours, Monday through Friday, excluding holidays designated by this Agreement. The day of the event shall not be counted when determining if a grievance was filed in a timely manner.

7.2 DEFINITION OF GRIEVANCE

A grievance shall be defined as any dispute or disputes involving the application or interpretation of a part or parts of this Agreement, including discipline.

7.3 ELECTION OF PROCEDURES

If an officer or corporal has a grievance which may be processed under this grievance procedure, and which may also be processed under the City's grievance procedure under Section 12 or Section 13 of the City's PRR, as it exists or may be amended subject to Article 20, the Employee shall elect at the outset, in writing to both the City and the PBA (if a PBA member) prior to the deadline in Step I of this Article, which procedure is

going to be used, and such election shall be binding on the Employee. An Employee who elects to use one procedure shall not use the other procedure.

7.4 GRIEVANCE STEPS

The grievance procedure shall be administered in the following manner:

Step 1 - The aggrieved Employee or representative of the PBA shall present his grievance in writing to his immediate supervisor within ten (10) working days of when the Employee knew or should have known of the event giving rise to the grievance. The minimum level of discipline that may be grieved is a written reprimand.

The grievance shall be submitted on form Appendix A attached to this Agreement and incorporated herein, and must be completed in its entirety to be timely filed. The supervisor may meet with the Employee to attempt to settle the grievance and shall respond in writing within ten (10) working days after the meeting.

Step 2 - If the grievance is not settled at the first step, and the Employee desires to appeal within ten (10) working days of the decision in Step 1, or the last day for the decision, whichever first occurs, the appeal shall be presented in writing to the Chief. The Chief shall meet with the Employee and respond in writing within ten (10) working days after the meeting.

Step 3 - If the grievance is not settled at the second step and the Employee desires to appeal, then within ten (10) working days of the decision in Step 2, the grievance shall be presented in writing to the City Manager. The City Manager shall meet with the Employee and respond in writing within ten (10) working days after the meeting.

Step 4 - If the grievance is still unresolved after Step 3, the matter may be submitted to final and binding arbitration, in accordance with Article 7.5 herein.

Any step herein may be skipped where the discipline was initiated by the supervisor to whom the Employee would otherwise be required to present the grievance. In such a case, the timing for submitting the grievance runs from when the Employee knew or should have known of the event giving rise to the grievance.

Class Action Grievance -- The PBA may file a class action grievance when the grievance involves substantially similar or identical facts applicable to more than one (1) Employee. A class action grievance shall be initially submitted at Step 2. No monetary relief shall be awarded to any Employee who did not personally file and personally sign a timely grievance.

7.5 ARBITRATION

Arbitration for non-PBA members be at their own cost.

- A. Within ten (10) working days of the City Manager's response, the PBA shall notify the City in writing if the PBA intends to arbitrate.
- B. The PBA shall request in writing a list of seven (7) names of qualified arbitrators from the Federal Mediation and Conciliation Service. Only arbitrators who maintain a mailing address in Florida, and who charge no travel expense from out of state shall be requested.
- C. Upon receipt of the list, the PBA will notify the City. The PBA and the City shall then select the arbitrator from the list as follows, engaging in alternate strikes of one name each until only one name remains. In disciplinary grievances the City shall strike first and in non-disciplinary grievances the PBA shall strike first. The remaining name shall be notified of his selection as arbitrator.
- D. As promptly as can be arranged, a hearing shall be held with the arbitrator's final decision binding on both parties provided the decision complies with applicable law and does not exceed the authority granted him by this Agreement.

7.6 COSTS

The arbitrator's fee, the appearance fee for the court reporter, and cost of the arbitrator's copy of the transcript (if requested) shall be split equally by both parties. Each party shall be responsible for their own attorneys' fees and costs, witness fees and the costs of their own copy of the transcripts, if ordered. The City agrees that the Employee and any of the Employee's City employed witnesses shall not lose pay while attending the arbitration, provided the Employee and the Employee's City employed witnesses are on duty or scheduled to be working at the time. However, the City shall not pay any Employee or Employee's City employed witnesses for preparation time.

7.7 PBA REPRESENTATION

At all steps within the grievance and arbitration procedure the PBA member or members bringing the grievance shall be entitled to have the Union representative, which may include a Union attorney, in attendance to assist him or her. Non-PBA members have no right to union representation.

7.8 INDIVIDUAL GRIEVANCES

Nothing in this Agreement shall be construed to prevent any Employee, at any time, from presenting his/her grievance and having their grievance adjusted without the intervention of the PBA, provided:

- A. The adjustment is not inconsistent with the terms of this Agreement;
- B. The PBA has been given a reasonable opportunity to be present at any meeting called for the resolution of such grievances; and

- C. The PBA shall retain exclusively its right to appeal a grievance to final and binding arbitration on behalf of the PBA member, unless the law provides otherwise.

7.9 FAILURE OF MANAGEMENT TO RESPOND

If a supervisor does not timely respond to a grievance as provided in Step 1, the aggrieved Employee may proceed to Step 2. If the Chief does not timely respond to a grievance as provided in Step 2, the aggrieved Employee may proceed to Step 3.

7.10 FAILURE OF THE CITY MANAGER TO RESPOND

If the City Manager does not timely respond to a grievance as provided in Step 3, the PBA may, in writing, demand a written response. If no such written response is received within ten (10) working days after receipt of such demand, the PBA may elect to proceed with binding arbitration. In such event, the cost of the arbitrator shall be paid by the City.

7.11 EXTENSION OF TIME

Any time limit provided in this grievance and arbitration procedure may be extended by mutual Agreement of the aggrieved Employee or the PBA and the City.

7.12 COMBINATION OF GRIEVANCES

Whenever two or more grievances are pending involving substantially the same issue, upon written agreement by the PBA and the City, the grievances shall be combined.

7.13 TIME LIMITS

Unless the PBA and the City agree otherwise, failure to initiate a grievance within the time limits set forth herein shall be deemed a waiver of the grievance. Similarly, unless the PBA and the City agree otherwise, failure at any step of this procedure to submit a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision at that step.

7.14 FILING OR PENDENCY OF A GRIEVANCE

The filing or pendency of any grievance under the provisions of this article shall in no way impede, delay or interfere with the right of the City to take the action complained of or excuse an Employee from following the instructions of management.

7.15 AUTHORITY OF ARBITRATOR

The power and authority of the Arbitrator shall be strictly limited to determination and interpretation of the explicit terms of this Agreement as herein expressly set forth. The arbitrator shall not have the authority to add or detract from or modify any of said terms,

or to limit or impair any right that is reserved to the City, or PBA, or Employee, or to establish or change any wage or rate of pay that is contained in the Agreement. The arbitrator shall not award any monetary relief to any Employee who has not filed and processed a grievance signed by the Employee in a timely manner.

For disciplinary cases, the arbitrator's authority is limited to determining whether the proof established that the alleged violation occurred, whether the offense was properly deemed to be a Group I or II offense (or slotted accurately into Group I or II), and whether the City has accorded equal disciplinary treatment in identical or substantially similar circumstances. The arbitrator may only overturn or modify the disciplinary penalty where the arbitrator determines that the proof did not establish that the alleged violation occurred, the offense was not properly deemed to be a Group I or II offense (or not slotted accurately into Group I or II), or that the City has not accorded equal disciplinary treatment in identical or substantially similar circumstances. In all other cases, the arbitrator must sustain the discipline.

7.16 WITHDRAWAL OF REQUEST FOR ARBITRATION

The party requesting arbitration may withdraw from the arbitration proceedings at any time by notifying the other party in writing; however, the withdrawing party shall assume full responsibility for any arbitrator costs related thereto, unless the parties agree otherwise. In the event of a settlement, the parties shall share the costs of the arbitrator, unless the parties agree otherwise.

7.17 MITIGATION

All claims for back wages and other benefits shall be limited to the amount of wages or other benefits that the Employee otherwise would have earned from employment by the City, less any unemployment compensation, Social Security compensation, wages earned elsewhere and a reduction for periods the Employee was unavailable or unable to work.

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ARTICLE 8: PBA REPRESENTATION AND BUSINESS

8.1 COPIES OF RULES AND REGULATIONS

- A. The City shall provide the PBA with a copy of all written rules and regulations pertaining to employer-employee relations that are applicable to bargaining unit members.
- B. New rules or regulations or changes to existing rules and/or regulations shall be provided to the PBA fifteen (15) working days prior to the new rule's effective date to give the PBA time to review and request bargaining as may be applicable, in accordance with Article 20.

8.2 BULLETIN BOARD

- A. The City shall have in every workplace where members are assigned a bulletin board, beginning on the date of this agreement. Space assigned to the PBA shall not exceed twenty-four (24) inches by thirty-six (36) inches of the area of each bulletin board.
- B. All materials placed upon the bulletin board by the PBA will be signed by the PBA president or his designee and copies of any materials to be posted shall not be posted without the advance approval of the City Police Chief or their designee.
- C. Materials placed on the bulletin board shall pertain only to PBA business and activities and shall not contain anything political or controversial, nor anything reflecting negatively upon the City, any of its employees, or officials or its constituents or independent agencies. No materials, notices, or announcements which violate the provisions of this section shall be posted.

8.3 PBA BUSINESS PAID LEAVE BANK

A Union Business Paid Leave Bank may be established, organized, and administered by the bargaining unit.

- A. If the bargaining unit chooses to establish a bank, it shall be funded through a mandatory contribution of two (2) hours of each bargaining unit member's vacation balance upon receipt of a valid written authorization from the Employee.
- B. If a member does not have sufficient hours to contribute to the Bank, the Employee may do so as soon as the Employee has accrued sufficient leave to do so.
- C. Employees who are on probation, and unable to take vacation time, shall be authorized to donate accrued hours to create or replenish the Bank as soon as they have accrued enough hours. Employees who are not members of the bargaining unit shall not be required to contribute to the Bank but may do so voluntarily.

- D. It shall be the responsibility of the bargaining unit to establish a minimum Bank balance, and to provide for the replenishment of the Bank through appropriate documentation, approved by the City.
- E. The City shall create a payroll code so that hours taken by the bargaining unit representative may be accounted for appropriately.
- F. Utilizing hours from the Union Business Paid Leave Bank, the designated bargaining unit representative may request time off with pay to conduct bargaining unit business such as attending meetings, bargaining unit functions and contract negotiations.
- G. If there are insufficient paid leave hours in the Bank, the designated bargaining unit representative may request time off and use accrued paid vacation leave or comp time, or leave without pay in order to conduct bargaining unit business.
- H. Requests for leave to conduct union business will not be unreasonably denied except for operational reasons as determined by the Chief and the City agrees to provide such time off, but no more than sixty (60) hours per working year/not more than five (5) work shifts per working year.
- I. Requests will be in writing and directed to the Chief of Police. The Chief, or his designee, retains the right to restrict time off for all other Employees for Union business when he determines their absence would interfere with Departmental operation.

8.4 CITY EQUIPMENT, VEHICLES, FACILITIES and UNION ACTIVITIES

- A. No City equipment or vehicles shall be used for Union activities without permission of the Chief.
- B. Union activities by Employees or Union representatives shall in no way interfere with the operations of the Department and shall not be conducted during times the Employees are being paid to perform actual work.
- C. In order to ensure operational efficiency, such activities shall not be conducted in work areas of the Department at any time without permission of the Chief, or his designee.

8.5 NOTICE OF PBA REPRESENTATIVE

The PBA shall notify the Police Chief in writing as to who is the designated PBA representative and as to any change in the designated representative.

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ARTICLE 9: STRIKES

9.1 STRIKES PROHIBITED

- A. The PBA, and its members, shall not participate in a strike against the City by instigating or supporting in any manner a strike. Any violation of this Article shall subject the violator to the penalties provided under F.S. Chapter 447.507.
- B. "STRIKE" means:
 - 1. The concerted failure to report for duty resulting in work stoppage or slowdown of work;
 - 2. The concerted submission of resignations;
 - 3. The concerted absence in whole or in part by any group of Employees from the full and faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment;
 - 4. Participating in a deliberate and concerted course of conduct which adversely affects the service of the public employer;
 - 5. The concerted failure to report for work after the expiration of a collective bargaining Agreement;
 - 6. Picketing in furtherance of a work stoppage;
 - 7. The term "strike" shall also mean any preparation, including, but not limited to, the establishment of strike funds with regard to the above listed activities.

9.2 TERMINATION FOR VIOLATION

- A. Each Employee agrees that he will not, under any circumstances or for any reason, including sympathy for or support of other Employees or PBAs, engage in a strike during the term of this Agreement.
- B. It is agreed that any violation of this Article will be grounds for discharge and such discharge will not be reviewable under the grievance procedure except on the question of whether such violation occurred.

9.3 AFFIRMATIVE EFFORTS TO STOP VIOLATION

- A. All bargaining unit members, as well as the PBA, agree that they will affirmatively work with the City to prevent or resolve any job action of any type or violations of this Article.
- B. Such activities will include but will not be limited to public statements at meetings and written notices to all Employees that such actions are in violation of this Agreement and the law.

9.4 INFORMATIONAL PICKETING

The City agrees that nothing in this Article shall prohibit otherwise lawful informational picketing. The City further agrees that it shall not lock out Employees for the duration of this Agreement unless Section 9.1 is violated.

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ARTICLE 10: DUES/PAYROLL DEDUCTION

10.1 DUES DEDUCTION

Employees may authorize payroll deductions for the purpose of paying PBA dues including fees and assessments. The City shall have no responsibility or any liability and shall be held harmless by the PBA against any and all suits, claims, demands that may arise from this Article.

10.2 DETERMINATION OF DUES

The PBA will notify the City of the amount of dues. Such notification will be made in writing over the signature of PBA Official. Changes in PBA dues will be similarly reported to City, with notification at least one month in advance of the anticipated effective date of any such changes.

10.3 SERVICE CHARGES

- A. The City shall deduct from the amount of dues to be paid to the PBA the following expenses of bookkeeping, retention, auditing and transmittal of funds: One hundred fifty Dollars (\$150.00) per fiscal year.
- B. The above service charge shall be effective the first month after final ratification of the Agreement and shall be pro-rated and collected monthly.

10.4 PAYROLL DEDUCTION AUTHORIZATION

Upon receipt of a signed payroll deduction authorization, the City shall deduct the next payroll those PBA dues certified in writing by a PBA Official, fourteen (14) days after receipt by the City of a legally valid payroll deduction form.

10.5 REVOCATION OF PAYROLL DEDUCTION AUTHORIZATION

A payroll deduction authorization may be revoked by an Employee upon written notice to the City and certification by the Employee that the PBA has been notified.

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ARTICLE 11:

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ARTICLE 12: INITIAL EVALUATION PERIOD

- 12.1** The initial evaluation period shall be regarded as an integral part of the employment process. It shall be utilized for closely observing the Employee's work, for securing the most effective adjustment of the new Employee to his/her position, and for separating Employees whose performance does not meet the required standards.
- 12.2** The standard initial evaluation period for all new Employees shall be twelve (12) months. If applicable, the initial evaluation period will not begin until successful completion of the Police Academy. Upon expiration of the initial evaluation period, if the Employee is still employed, the Chief of Police may:
- A. Recommend, in writing, retention of the Employee, at which time the Employee shall be granted regular status; or,
 - B. Extend the initial evaluation period up to 90 days; or,
 - C. Determine if the Employee has not successfully completed the initial evaluation period. In the event of failure to successfully complete a new hire initial evaluation period, the Employee shall be terminated.

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ARTICLE 13: HOURS OF WORK, OVERTIME, OTHER PREMIUM PAY

13.1 HOURS OF WORK

In order to provide for the effective protection of the community, the City has determined that it may be necessary to configure hours of work into shift configurations. Therefore, the Chief or his designee shall assign shifts to Employees according to Article 13.1.A (below) subject to operational needs consistent with the mission of the Department.

- A. All shifts shall consist of eighty-four (84) actual working hours in a fourteen (14) day period, which period shall always begin on Monday and end on Sunday, in one of the following configurations:
 - 1. Working a total of seven (7) days of twelve (12) hour shifts in a rotating repeating schedule, where in one week the Employee works each day except Wednesday and Thursday, and in the other week the Employee works only Wednesday and Thursday; or
 - 2. Working a total of ten (10) days, Monday through Friday, in both the first and second week, of eight and one half (8.5) hours each Monday through Thursday, and on Friday working only eight (8) hours, with Saturday and Sunday being off days in each week; or
 - 3. Working a total of eight (8) days of ten-and-a-half (10.5) hours, with the Employee working four (4) days in both the first and second week; or
 - 4. Some other shift configuration that may be deemed operationally necessary consistent with the mission of the Department. In such instances the Chief shall exercise final decision-making authority.
- B. All changes in in an Employee's shift configuration at the directive of the Chief shall be made with sufficient notice to the Employee, which shall be at least two weeks in advance of the first day of the new shift configuration workday, unless circumstances render such notice impossible or impractical; however, for Employees in Community Engagement, notice may be at least one (1) week in advance, unless circumstances render such notice impossible or impractical.
- C. Regardless of shift configuration, the calculation used to arrive at an Employee's hourly wages shall comply with the provisions of Appendix B, attached hereto and incorporated herein, as contained in this Agreement.

13.2 HOURS WORKED

- A. Hours worked shall include:
 - 1. Hours actually worked;
 - 2. Compensatory (Comp) time;
 - 3. Paid vacation hours.
- B. Comp time and paid vacation hours shall be included as hours worked for purposes of calculating wages, provided that the use of such hours is only to pay for time lost due to actual absences, and not added on top of a pay period in which the Employee actually was on the job and worked all prescribed hours.

13.3 OVERTIME

- A. For all Employees, regardless of shift configuration specified in Article 13.1 herein, overtime is defined as hours worked, as specified in Article 13.2 above, in excess of eighty-four (84) hours worked in a fourteen (14) day period. Overtime wage calculations shall comply with all applicable laws, statutes, or ordinances.
- B. Employees may not be involuntarily rescheduled for less than full shifts solely for the purpose of avoiding payment of overtime; a scheduled shift assignment may, however, be terminated early or extended if staffing needs allow. Furthermore, the Chief of Police may, in his or her sole discretion, make reassignments as he or she sees fit for purposes of filling unexpected scheduled shift absences.

13.4 COURT TIME

Court time for Employees shall be paid in accordance with PRR Section 19, as in effect on the date of the ratification of this Agreement; provided, when an Employee is subpoenaed as a witness (including during depositions, pre-trial meetings or hearings, and for trial), in a matter involving his duties as an Employee during his non-duty hours, the Employee will be compensated for court time for a minimum of three (3) hours, provided the Employee performs all the work assigned. All court time shall be compensated at one and one-half (1½) times the Employee's regular rate of pay.

13.5 CALL-OUT TIME

When an Employee is "called out" and required to return to work during what would normally be off-duty hours, he will be compensated for a minimum of three (3) hours, provided that the call out was of an un-scheduled nature. If the Employee is required to attend a scheduled function during what would normally be off-duty hours, he will be compensated for a minimum of two (2) hours. All call-out time, scheduled or un-scheduled, shall be compensated at the rate of time and one half (1 ½) their regular rate of pay.

13.6 COMPENSATORY ("COMP") TIME

- A. Employees may exercise the option of converting into comp time, on a one hour for one hour basis, up to four (4) straight time hours worked that are in excess of eighty (80) hours. Such converted hours shall be taken at straight time.
- B. Employees shall be authorized to accrue, in lieu of overtime payment, compensatory (comp) time. Overtime hours worked that are accrued as comp time shall be accrued at time and one half (1-1/2) and taken at straight time. The maximum amount of overtime an Employee may convert is eighty-four (84) hours, provided that the total of converted overtime hours and hours that were converted as specified in Article 13.6.A do not exceed one hundred twenty-six (126) hours of compensatory time. Comp time may not be taken if the result is the need for another Employee to work overtime in order to cover the absence. Employees may only take comp time with the approval of their supervisor and the Chief, just as they would for vacation leave.
- C. The maximum number of comp time hours that may be carried forward from one fiscal year to the next is eighty-four (84). Employees shall be paid in cash, at fiscal year's end, at their current rate of pay, for the number of unused comp time hours that they have earned, in excess of eighty-four (84), up to a maximum of forty-two (42) hours.

13.7 EXTRA DUTY DETAILS

Since it is not possible to make the changes to extra duty pay retroactive, these changes would not be effective until ratified by City Council.

- A. Postings for extra duty details shall be date- and time-stamped so that regular, full-time sworn personnel can clearly see the protected period of time in which they shall have preference to sign up for extra duty details.
- B. Employees who accept extra duty details to work a special event shall be paid at the rate of fifty-three dollars (\$53.00) per hour.
- C. Employees who accept extra duty details to work a special event on a city recognized holiday, New Year's Eve, and Easter shall be paid at the rate of seventy dollars (\$70.00) per hour.
- D. If the City schedules a detail less than forty-eight (48) hours in advance, the Employee shall be paid at the rate of sixty-one (\$61.00) per hour.
- E. Corporals and above may be authorized by the Chief to fill the role of supervisor at large public events that require an extra duty supervisor. Employees who accept extra duty details as an extra duty supervisor shall be paid at the rate of seventy (\$70.00) per hour.
- F. Regular sworn personnel at the ranks of officer, corporal and 2nd Lieutenant shall have first option to accept extra duty details for a period of forty-eight (48) hours

- after the extra duty detail becomes available. First Lieutenants and others may accept the extra duty details after the forty-eight (48) hour period has elapsed.
- G. Sworn reserve officers may sign up for extra duty details after the forty-eight (48) hour period noted in Article 13.7.E has elapsed.
 - H. Any extra duty hours worked in a pay period will be paid out on the Employee's paycheck for said pay period when possible.
 - I. Recurring extra-duty details shall be posted on power details for the entire month, on the first working day of the month prior to the detail (or as close to as possible) so as to allow all employees the opportunity to apply.

13.8 ON-CALL PAY

- A. Employees assigned to the position of Detective and placed on on-call status shall:
 - 1. Remain within radio, cell phone, or telephone contact; and,
 - 2. Refrain from any off-duty activities that would prohibit him from immediately responding to a call in a reasonable amount of time.
- B. Failure to comply with these requirements or respond in a timely fashion may lead to discipline.
- C. In addition, Employees assigned to the position of Detective shall receive two hundred fifty-six dollars (\$256) per week when placed on-call.

13.9 SHIFT ASSIGNMENTS FOR POLICE OFFICERS

- A. In determining the number of departmental Employees working various shifts, the PBA recognizes the Police Department has a right to distribute and assign manpower.
- B. The Chief of Police has the discretion to determine and assign the number of experienced officers on each shift.
- C. In no event shall the Chief utilize the shift assignment process or assign shifts as a form of disciplinary action.

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ARTICLE 14: TEMPORARY HIGHER CLASSIFICATION AND PROMOTIONS

14.1 TEMPORARY WAGE CLASSIFICATION

A. Police Officer to Acting Corporal

Police Officers who are assigned to temporarily fill the position of Corporal shall receive temporary assignment pay of eight percent (8%) above their base rate of pay, as provided in Appendix B or bottom of Corporal pay range after three (3) complete shifts and retroactive to the first hour acting in the higher class.

B. Corporal to Acting Lieutenant

1. Corporals who are assigned to temporarily fill the position of Lieutenant shall receive temporary assignment pay of eight percent (8%) above their base rate of pay, as provided in Appendix B, after three (3) complete shift, and retroactive to the first hour acting in the higher class.
2. On the 22nd consecutive calendar day, the Employee's rate of pay shall be moved to the bottom of the Lieutenant pay range, or an eight percent (8%) pay increase above their base rate of pay as provided in Appendix B, whichever is greater. Concurrent with the pay adjustment specified in Article 14.1.B.2 herein, the employee shall be reclassified as an Acting Lieutenant, and shall be treated and paid in all respects as a Lieutenant, including exempt status and eligibility for overtime pay.

C. Police Officer to Acting Lieutenant.

1. The Police Chief, or designee, reserves solely the right to promote a Police Officer to Lieutenant.
2. Police Officers who are assigned to temporarily fill the position of Lieutenant shall receive a pay adjustment to the bottom of the Corporal pay range, or eleven percent (11%) above their base rate of pay as provided in Appendix B, whichever is higher, after three (3) complete shift, retroactive to the first hour.
3. Subsequent to the temporary higher classification referenced in Article 14.1.C.1, Police Officers who are assigned to temporarily fill the position of Lieutenant as specified in Article 14.1.C.2 above, shall be paid accordingly for the first twenty-one (21) consecutive days in the temporary Lieutenant capacity.
4. On the 22nd consecutive calendar day, the Employee's rate of pay shall be moved to the bottom of the Lieutenant pay range, or a eight percent (8%) pay increase above their base rate of pay as provided in Appendix B, whichever is greater. Concurrent with the pay adjustment specified in Article 14.1.C.4

herein, the employee shall be reclassified as an Acting Lieutenant, and shall be treated and paid in all respects as a Lieutenant, including exempt status and eligibility for overtime pay.

D. Avoidance of Premium Pay

The City shall continue its policy of not manipulating temporary assignments for the purpose of avoiding premium pay.

14.2 PROMOTION TO CORPORALS

Consistent with the applicable Police Department SOP, as it exists on the date of this Agreement or may be amended, subject to Article 20, Employees who meet the minimum qualifications as determined through a competitive process, as specified in the SOP, shall be placed on a promotional list and shall receive consideration by the Chief when elevating Officers to the rank of Corporal. Each promotional list shall be valid for two years from the date it is created.

14.3 PROMOTION TO LIEUTENANTS

Consistent with the applicable Police Department SOP, as it exists on the date of this Agreement or may be amended, subject to Article 20, Employees who meet the minimum qualifications as determined through a competitive process, as specified in the SOP, shall be placed on a promotional list and shall receive consideration by the Chief when elevating Officers or Corporals to the rank of Lieutenant. Each promotional list shall be valid for two years from the date it is created.

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ARTICLE 15: WAGES

[Note: Below language is from prior Appendix B]

Section 1: General Provisions

Employees covered by this CBA shall be paid in accordance with the Pay Plan attached hereto and made a part hereof.

- A. All Employees must be State Certified Police Officers by the State of Florida and failure to maintain certification may result in termination of employment.
- B. The hourly rate for the purpose of calculation of overtime pay shall be one and one-half ($1\frac{1}{2}$) times the Employee's hourly rate, which is based on dividing the Employee's annual base salary plus any other specialty pay by 2184.
- C. No Employee's hourly rate of pay shall be less than the minimum, nor more than the maximum, of the pay range to which his/her classification is assigned, except as otherwise specified in this Agreement.

Section 2: Establishment of Pay Ranges

- A. This CBA shall establish a pay range system, and the minimum and maximum of the pay range shall remain fixed until such time as there is an adjustment to each of the pay ranges covered by this CBA.
- B. Police Officer and Police School Resource Officer, Pay Grade 35, shall consist of the following pay ranges:
 - 1. Effective October 1, 2025, the minimum pay will be \$31.69 per hour (\$69,210.96 annually) and the maximum pay will be \$44.97 per hour (\$98,214.48 annually). A 8% increase. ~~Existing~~ All current employees who are not on new-hire probation will receive a % increase added to their current base hourly rate of pay. The parties recognize that some bargaining unit members may already have received a pay increase (exclusive of promotion) during this fiscal year. In that event, the difference between the percentage already received and ten percent (10%) shall be added to their base rate of pay. It is the intent of both parties that all non-probationary bargaining unit members shall receive a cumulative increase of ten percent (10%) for Fiscal Year 2025-2026. No employee shall drop below the minimum or go higher than the maximum of the range
- C. Police Corporal, Pay Grade 36, shall consist of the following pay ranges:
 - 1. Effective October 1, 2025, the minimum pay will be \$34.34 per hour (\$74,998.56 annually) and the maximum will be \$48.96 per hour (\$106,928.64 annually). A 8% increase. ~~Existing~~ All current employees who are not on new-hire probation, will receive a 10% increase added to their

current base hourly rate of pay. The parties recognize that some bargaining unit members may already have received a pay increase (exclusive of promotion) during this fiscal year. In that event, the difference between the percentage already received and ten percent (10%) shall be added to their base rate of pay. It is the intent of both parties that all non-probationary bargaining unit members shall receive a cumulative increase of ten percent (10%) for Fiscal Year 2025-2026 No employee shall drop below the minimum or go higher than the maximum of the range

1. .

- D. Effective the date of this Agreement, members of the bargaining unit shall be paid at the rate specified in the Pay Schedule attached hereto as Appendix B-4, which is incorporated herein. The pay adjustments herein are in lieu of annual merit increases.
- E. Employees shall receive the increases listed above rather than a merit increase on their anniversary date upon receiving a minimum performance rating of "Meets Expectations." Back pay will only apply to those whose anniversary date was on or after October 1, 2025, and prior to the ratification agreement.
- F. Anniversary Date - Current employees will continue to have their current anniversary date as shown in the HR/payroll system unless they separate from the City and return. New hires will have their hire date as their anniversary date.
- G. The parties agree that Article 15, Wages, shall be re-opened to begin wage discussions prior to June 1, 2026, during this Agreement to establish an appropriate wage increase for Fiscal Year 2026-2027.

Section 3: Initial Probationary Employees

- A. For fiscal year 2025-2026 Employees who have not yet completed their initial probationary period (as specified in Article 12.2 of this CBA) or any extension thereof, ~~will not be eligible for a pay increase~~ shall receive a pay increase to the minimum pay range established in Section 2, above. At the conclusion of their probationary period, they shall receive the difference between the increase received from this Agreement and ten percent (10%).

For example, a bargaining unit employee is on probation at the time of ratification and is brought to the new minimum of the pay range which equates to an eight percent (8%) increase to their base rate of pay. Upon successful completion of their probation, they shall receive an additional two percent (2%) added to their base rate of pay in lieu of the customary 4%.

- B. Upon successful completion of probation, or any extension thereof, Employees shall receive a 4% pay increase. Thereafter, they shall move through the pay

range on the same basis and on the same schedule as all other Employees. An Employee who successfully completes their probationary period shall next be eligible for a merit increase on their anniversary date.

Section 4: Promotion to Corporal

- A. When an Employee is promoted to the position of Police Corporal, they shall receive the greater of an eight percent (8%) increase or the minimum of the Police Corporal pay grade.
- B. An Employee newly promoted to Police Corporal shall serve a six (6) month promotion probationary period.

Section 5: Specialty and Incentive Pays

Specialty Assignments are a pay status for Employees who are assigned or selected, as the case may be, by Management to serve in specific capacities as set forth herein.

- A. During the term of this CBA, the Chief, with City Approval. and subject to bargaining with the PBA, shall have the option of establishing incentives for special teams.
- B. Specialty pay in the amount of \$57.70 per two-week pay period shall be paid to active members of the following units who shall be selected at the sole discretion of the Police Chief:
 - 1. SWAT;
 - 2. Dive Team;
 - 3. Canine Unit;
 - 4. Field Training Officer;
 - 5. Marine Unit;
 - 6. School Resource Officer;

C. Detective

Effective October 1, 2025, Employees who serve in the Detective role shall receive Detective incentive pay in the amount of one dollar (\$1.00) per hour for all hours worked. If a Detective is assigned to non-detective duties for twenty (20) or more working days, the incentive pay shall be removed from their hourly rate of pay until such time as they return to detective duties.

Section 6: Shift Differential

Shift differential pay of one dollar (\$1.00) per hour shall be authorized for Employees and subject to the following terms and conditions:

- A. Employees whose regular assignment is the night shift (currently 6:00 p.m. to 6:00 a.m.) shall receive shift differential:
 - 1. For all hours worked during the night shift;
 - 2. If the Employee is required to begin work more than two (2) hours before his shift begins and continues to work into his regular night shift, he will receive the shift differential retroactive to the time he reported to work;
 - 3. If the Employee is required to continue to work more than two (2) hours beyond the end of his regular night, he shall receive the shift differential retroactive to the end of his regular night shift;
- B. Employees not regularly assigned to the night shift:
 - 1. If the Employee is required to report to work more than two (2) hours before his regular shift and continues to work his entire regular shift, the shift differential shall be paid retroactive to the time the Employee reported to work but shall cease when the Employee begins his regular shift.
 - 2. If the Employee is required to continue to work more than two (2) hours after his regular shift, the shift differential shall be paid retroactive, but only to the end of the Employee's regular shift.
 - 3. Employees who are called out shall have the shift differential included in the call out rate under Article 13.5 for those hours that qualify for shift differential under Article 15, Section 6 contained herein.

Section 7: Bargaining Unit Work

The Chief retains the right to utilize casual, part time, supervisory, managerial or other qualified Employees and volunteers to perform bargaining unit work, including work that would be overtime if worked by bargaining unit Employees, for purposes of operational efficiency, if upon the Chief first giving bargaining unit Employees 24 hours' notice (unless such notice is impossible or impracticable) that the Chief is seeking such coverage as provided in this Section 7, the bargaining unit Employees are not available to cover the unit work requested by the Chief.

Section 8: New Employees

The City reserves the right to hire new Employees at any rate within the Police Officer or Corporal pay grades based on their experience, education and the needs of the Department.

ARTICLE 16: SICK LEAVE AND FITNESS FOR DUTY

16.1 APPLICABILITY OF PERSONNEL RULES AND REGULATIONS (PRR'S)

Section 17 of the City's Personnel Rules and Regulations, as it now exists or as it may be amended subject to Article 20, provided that any amendment shall not render void or adversely affect this Article 16, shall apply except as follows:

- A. The rate of earning Sick Leave shall be eight point four (8.4) hours per month, provided the Employee is not on unpaid status more than forty-two (42) hours during the month, except that the provisions of Section 30 (Workers Compensation) of the City's PRR shall apply.
- B. The minimum notice for sick leave use under this CBA shall be two (2) hours prior to start of shift assignment.

16.2 SICK LEAVE AND FMLA

For purposes of this Article, Sick Leave and FMLA shall be deemed to comply with Sections 17 and 20 of the City's Personnel Rules and Regulations (PRR), as they now exist or may be amended subject to Article 20, provided that any amendment shall not render void or adversely affect this Article 16, unless otherwise specified in this Agreement. If the provisions of the FMLA are applicable for the Employee's own serious health condition, upon expiration of the job protections afforded by FMLA, and Employee is still unable to return to full duty or light duty, the City shall notify Employee by certified letter, one (1) week prior to expiration of FMLA, that:

- A. Employee's FMLA protections will expire on a date certain;
- B. The City is extending job protection for thirty working (30) days as a reasonable accommodation under the Americans with Disabilities Act (ADA). Such reasonable accommodation time period may be extended, subject to the interactive process as required under the provisions of the ADA;
- C. In order for the Employee to return to work, he/she must comply with all the provisions of Appendix C, attached hereto and incorporated herein.
 - 1. If the Employee's personal health condition is due to an injury that was sustained on the job the City shall select the physician and pay the cost of the physical examination.
 - 2. If the Employee's personal health condition is due to an injury or illness that was not job-related, Employee shall be responsible for selecting the physician, paying the cost of the physical examination, and ensuring that the physician provides a signed and completed Essential Job Tasks form as specified in Appendix C.

16.3 FITNESS FOR DUTY

- A. The Union and the City recognize the necessity to maintain a minimum level of fitness in order to perform the physical functions of a sworn Police Officer.
- B. To that end, the City shall provide Employees with an annual physical examination performed by a qualified vendor mutually agreed upon by the City and the PBA pursuant to the provisions of Appendix D, attached hereto and incorporated herein.
- C. The City shall provide the annual physical exam as provided in Appendix D to Employees during each year of this Agreement; when possible, the annual physical exam shall occur concurrent with the physical exam provided to members of the Punta Gorda Fire Department or shall occur in such a way as to maximize the services of the provider.

16.4 WORKERS' COMPENSATION

Where the need for leave due to a Workers' Compensation injury constitutes an FMLA-qualifying reason, any resulting leave time will be concurrently designated as FMLA.

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ARTICLE 17: VACATION TIME AND PERSONAL DAYS

Vacations will be as defined in the City of Punta Gorda Personnel Rules and Regulations in effect as of the date of this Agreement, section(s) titled VACATION, with exceptions to such as those listed in this section below.

Continuous Years of Service	Annual Rate of Accrual
0 months, but less than 5 years	84 hours
Upon completion of 5 years	126 hours
Upon completion of 10 years	151.2 hours
Upon completion of 15 years	176.4 hours

- 17.1** Employees may carry forward 200 hours of vacation leave to the next fiscal year, and authorize the City to direct the monetary value of accrued, but unused, vacation leave in excess of 200 hours, up to a maximum of forty-two (42) hours, into a tax-deferred plan of the Employee's choosing, provided that the plan selected by the Employee is currently available as a tax-deferred option to all City Employees.
- 17.2** All vacation leave in excess of 200 hours that is not used or directed into a tax-deferred plan shall be lost.
- 17.3** If the City exercises its management rights with regard to scheduling and such action results in the Employee's inability to expend accrued vacation hours as specified in Article 17.1, the City Manager shall have the authority to review such circumstances on a case by case basis.
- 17.4** After completion of the employee's initial probation period, Employees will be given three (3) PDOs "Personal Days Off" per fiscal year. PDOs must be used in full shift increments and will be approved in the same manner as Vacation Time Off. Any PDO not used in the fiscal year "October 1st- September 30th" will be lost. Employees who are terminated, voluntarily resign, or separated from employment with the City for any reason will lose any and all remaining PDO time on the books.

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ARTICLE 18: EQUIPMENT/ CLOTHING ALLOWANCE

18.1 DETECTIVES

- A. All Employees assigned to the position of Detective shall receive a semiannual payment of \$500 as a clothing allowance, plus \$350.00 semiannually for cleaning allowance. This allowance shall be pro-rated from October 1 to accommodate new hires or promotions.
- B. All Employees assigned to the position of Detective shall receive an annual payment of \$150.00 as a shoe allowance. Shoes purchased using this allowance must be of an appropriate color and style, to be determined by the Chief.

18.2 OTHER EMPLOYEES

- A. All other Employees required to wear a uniform shall receive a semiannual payment of \$350.00 as a cleaning allowance. Honor Guard Team members shall receive an additional \$50.00 to their semiannual cleaning allowance, giving them a semiannual payment of \$400.00 as cleaning allowance. This allowance shall be prorated from October 1 to accommodate new hires or promotions.
- B. All Employees required to wear a uniform shall receive an annual payment of \$150.00 as a shoe allowance. Shoes purchased using this allowance must be of an appropriate color and style, to be determined by the Chief.

18.3 INITIAL ISSUE AND REPLACEMENT

Upon hiring a new Employee, the City agrees to provide an initial issue of five (5) pairs of pants and five (5) shirts, and agrees to provide new uniforms on an "as needed" basis, as requested by the officer, reviewed by the shift supervisor and approved by the Chief.

18.4 VEST

The employer will purchase and provide each police officer a bullet resistant vest. The vest will be replaced when determined by the Chief to no longer be safe and serviceable. A request for replacement vest shall, if denied, be explained by the Chief in writing.

18.5 FIREARMS AND PRACTICE AMMUNITION

- A. The City will provide each officer, at no cost to the officer, an on-duty firearm. The make and caliber of the firearm shall be as directed by the Chief.

- B. In lieu of carrying a private off duty weapon, the officer may carry the weapon assigned (weapon trained and qualified on) and issued by the Punta Gorda Police Department, as long as the weapon is concealed.
- C. Each quarter, the City shall provide practice ammunition, the makeup of which will be determined by the Chief, provided that the Employee establishes to the satisfaction of the Chief that the ammunition is being used for legitimate practice shooting. Distribution of practice ammunition is dependent on the availability of ammunition for purchase by the City. The foregoing is in addition to "qualification" ammunition.

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ARTICLE 19: INSURANCE/DEATH BENEFITS

19.1 GENERAL

- A. The City shall make available Group Medical, Dental and Life insurance programs, on a group basis, to all unit Employees to the same degree and under the same conditions that such insurance is provided to other City Employees.
- B. To promote better understanding of the City's medical, dental, and life insurance programs, the City shall ensure that members of the bargaining unit are notified at least one week in advance of any such insurance meeting(s). Bargaining unit members are welcome to attend such meeting(s) provided that they use personal leave time, or PBA business leave time.

19.2 NOTICE OF CHANGES

The PBA shall be notified of any change in insurance carriers, scope of coverage, or amount of coverage and of increased amounts to be paid by Employees under the Article.

19.3 DEATH BENEFIT

The City will provide Employees a line-of-duty death benefit in accordance with applicable law.

19.4 RETIREE HEALTH INSURANCE PARTICIPATION

- A. Pursuant to Chapter 112.0801 F.S., as it exists or may be amended, Retirees and their eligible dependents shall be offered the same health and hospitalization insurance coverage as is offered to active Employees at a premium cost of no more than the premium cost applicable to active Employees. Retirees are responsible to pay 100% of the premium for themselves and dependents who may be on the plan.
- B. Retirees and their eligible dependents shall be required to make regular, timely premium payments to the City for this insurance coverage. The City shall have no obligation to provide any type of subsidy to Retirees for the payment of insurance coverage.

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ARTICLE 20: RULES/REGULATIONS/PROCEDURES/STANDARDS

20.1 GENERAL STATEMENT OF POLICY

It is agreed and understood that the City and the Police Department currently have Rules, Regulations, Procedures, and Standards (SOPs) governing employment. Employees are subject to the City's Personnel Rules and Regulations, and the Police Department's Procedures and Standards (SOPs). If any conflicts occur between this Agreement and City's Rules and/or Regulations, or the Police Department's Procedures and/or Standards (SOPs), as may be amended, revised or implemented in the future, this Agreement shall control.

20.2 MODIFICATION AND NOTICE

New Rules, Regulations, Procedures, and Standards (SOPs) or changes to existing rules and/or regulations shall be provided to the PBA fifteen (15) working days prior to effective date to give the PBA time to review and request bargaining as may be applicable.

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ARTICLE 21: MISCELLANEOUS PROVISIONS

21.1 PAY UPON PROMOTION

When an Employee is promoted, increase in pay for such promotion shall be in compliance with the provisions of Article 14 and Article 15 of this Agreement.

21.2 LIGHT DUTY FOR NON-WORKERS' COMPENSATION RELATED INJURIES

Employees who sustain an injury or illness that is not compensable under the workers' compensation provisions of the Florida Statutes may be allowed to perform light duty work, as available and at the sole discretion of the Police Chief, at the Employee's current hourly rate and shall be able to supplement any wage differential using accrued sick time or vacation time up to their regularly scheduled work week hours. Overtime work under the provisions of this section is strictly prohibited, unless approved in advance by the Police Chief.

21.3 SENIORITY LAYOFF AND RECALL

A. Accrual

City, departmental and job classification seniority shall continue to accrue during all types of compensable leave approved by the City. Approved leaves of absences of thirty (30) or more consecutive days without pay shall not count towards the accrual of classification or departmental seniority unless the law requires otherwise.

B. Loss of Seniority

An Employee shall lose his seniority and be terminated from employment as the result of any one of the following:

1. Discharge.
2. Retirement.
3. Voluntary resignation.
4. Layoff exceeding one (1) year.
5. Failure to report to the Department Head the intention to return to work within three (3) working days of receipt of a recall notice.

6. Failure to report from military leave within the time limits prescribed by law or any other leave unless an extension has been approved in advance by management.

C. Layoff Selection

In the event the City decides to lay off Employees within the department, the City will first lay off those Employees employed on a part-time, temporary, or casual basis. If further layoffs are necessary, selection among regular full-time Employees shall be based upon:

1. Ability to perform all of the work available.
2. Special skills essential to the performance of the available work.
3. Job performance as reflected by the job evaluations for the past three (3) years or the most recent evaluations available.
4. Job classification seniority.

When, in the opinion of the Police Chief, factors 1, 2 and 3 are relatively equal among Employees, factor 4 shall be determinative.

Selection will be done in compliance with Veteran's Preference requirements.

D. Permanent Layoffs

In some cases, the City may utilize a layoff under circumstances where there is no reasonable expectancy to return to work. Such layoffs will be designated permanent, and the Employees laid off shall not be eligible for recall.

E. Recall

Except for Employees laid off pursuant to Section 21.3.D (above), regular full-time Employees who are recalled by the City within twelve (12) months shall have their City service, departmental, and job classification seniority restored; however, they will not be given credit for the period of the layoff nor shall they receive wages or benefits during the period of the layoff.

Selection of employees for recall shall be done in accordance with Veteran's Preference requirements.

21.4 POLICE PENSION

As soon as practical following the ratification of this Agreement, the City agrees to draft and adopt an ordinance amending the current pension plan provisions of the City of Punta Gorda Police Officers' Retirement System, effectuating the following changes to the current retirement system:

Those employees hired on or after December 18, 2013, shall have their benefit multiplier increased to 3.25% prospectively for credited service following the date the pension ordinance is adopted.

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ARTICLE 22: AGREEMENT AND WAIVER CLAUSE

22.1 TERM OF AGREEMENT

This Agreement shall be effective beginning October 1, 2025 and ending September 30, 2026.

22.2 BARGAINING PROCESS

Unless circumstances make it impossible or impractical, or otherwise agreed to by the City and the PBA, bargaining shall begin no later than March 1 of the year in which the collective bargaining agreement ends; or the year in which the issues mandated by a re-opener must be bargained. The parties agree that Article 15, Wages, shall be re-opened as outlined in Article 15 during the term of this Agreement to establish an appropriate wage increase for Fiscal Year 2026-2027.

During the negotiations that resulted in this Agreement, each party had unlimited right and opportunity to make demands and proposals regarding any subject or matter not removed by law from the area of collective bargaining. All of the understandings and Agreements arrived at by the parties are set forth in this Agreement.

22.3 SUCCESSOR AGREEMENT

This Agreement shall remain in effect until a new or successor Agreement is reached and ratified by the PBA and approved by the City Council of the City of Punta Gorda.

22.4 AMENDMENTS

This Agreement may be amended in accordance with applicable law.

22.5 SAVINGS CLAUSE

If any article, section or provision of this Agreement is held invalid by a court of competent jurisdiction or is rendered invalid by subsequent State or Federal legislation as applied by a court of competent jurisdiction, the remainder of this Agreement shall not be affected. If such action occurs, the parties will meet and attempt to negotiate a replacement for the invalid item within thirty (30) days.

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ARTICLE 23: APPROVAL AND EXECUTION

23.1 EXECUTION BY PBA

Signature: _____ **Printed Name:** _____

Date: _____ **Title:** _____

Signature: _____ **Printed Name:** _____

Date: _____ **Title:** _____

Signature: _____ **Printed Name:** _____

Date: _____ **Title:** _____

Signature: _____ **Printed Name:** _____

Date: _____ **Title:** _____

Signature: _____ **Printed Name:** _____

Date: _____ **Title:** _____

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23.2 EXECUTION BY THE CITY

Signature:

Printed name: _____

Title: Punta Gorda City Mayor

Signature:

Printed name: _____

Title: Punta Gorda City Manager

23.3 RATIFICATION BY PBA

THIS AGREEMENT WAS RATIFIED AND APPROVED BY THE PBA ON _____

23.4 RATIFICATION BY THE CITY

THIS AGREEMENT WAS RATIFIED AND APPROVED BY THE CITY ON _____

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX A: GRIEVANCE FORM

Name: _____

Shift: _____

Immediate Supervisor: _____

1. Grievance No.: _____

2. Date of Incident Being Grieved: _____

3. Contract Articles and Sections Claimed to Have Been Violated:

4. Statement of Facts Supporting Grievance:

(add a page if necessary)

5. List Supporting Witnesses:

6. Managers or Supervisors Involved:

7. Did you discuss this matter with your supervisor before you filed this grievance?

☐

Yes

No

8. Relief Requested:

Signature

Date

Cc: Police Chief
Human Resources Manager

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APPENDIX B: PAY TABLE

APPENDIX C: RETURN TO WORK POLICY AND PHYSICIAN'S FORM

I. PURPOSE

The purpose of this Appendix is to establish policy regarding the procedure for returning to duty following a medical leave of absence. The provisions of this Appendix shall apply to any medical leave of absence, including workers compensation injuries.

II. MEDICAL LEAVE OF ABSENCE

An absence from duty due to the Employee's personal medically-related cause such as illness, injury, or other medical condition.

III. CONDITIONS AND REQUIREMENTS FOR RETURN TO DUTY FROM A MEDICAL LEAVE OF ABSENCE

- A. Conditions Establishing the Necessity of a Return to Duty Doctors Release from a Medical Leave of Absence:

1. Employee must have taken time off related to a personal medical condition;
 2. Absence must have exceeded at least sixty (60) working days.
- B. Procedure and Conditions for Return to Duty
1. Employee must be cleared by a licensed medical professional to be physically fit for duty. The Employee shall provide the physician with a copy of the employee's job description and Essential Job Tasks form (below), ensuring the physician is aware of the physical requirements for full duty while evaluating the employee's ability to meet those physical requirements.
 2. Employee must notify their Division Captain at least 24 hours prior to their return to work that they are cleared to return. The completed, signed, and dated Essential Job Tasks by a licensed medical professional must be received in Police Department Administration Monday through Friday between the hours of 0800 and 1630 for review and approval prior to returning.

ESSENTIAL JOB TASKS

Punta Gorda Police Department has adopted the following Essential Job Tasks, related to those tasks specified in the Florida Department of Law Enforcement Physical Assessment Test as a standard reference of abilities required for returning to work after an extended absence due to personal injury or illness. This form has been created to assist the physician when determining if the employee is medically able to return to full unrestricted duty as a Police Officer.

Employee agrees to abide by the provisions of this policy and the medical certification provided by the medical professional whose signature appears at the end of this form.

EMPLOYEE NAME: _____ DATE: _____

EMPLOYEE SIGNATURE: _____

1. React and move rapidly from a sedentary to active condition in response to environmental situations or events.
(YES) ☐ (NO) ☐
2. Assume a variety of bodily position and postures necessary to employ available "cover and concealment" during a deadly force encounter.

- (YES) ☐ (NO) ☐
3. Respond to a physical attack and possess the ability to escape the attacker and/or summon aid.
(YES) ☐ (NO) ☐
4. Operate a motor vehicle in a safe and prudent manner.
(YES) ☐ (NO) ☐
5. Operate and qualify with the Department-issued firearms, utilizing both hands, as well as each hand individually.
(YES) ☐ (NO) ☐
6. Operate office equipment, such as telephones, audio/visual devices, computer or workstation keyboards, calculators and security locking systems.
(YES) ☐ (NO) ☐
7. Operate all equipment necessary for performing routine daily assignments, apprehending and processing criminals and conducting both criminal and traffic-related investigations.
(YES) ☐ (NO) ☐
8. Operate/utilize all Department vehicle mounted equipment whether in a mobile or stationary mode
(YES) ☐ (NO) ☐
9. Administer first aid, to include Cardio Pulmonary Resuscitation (CPR)
(YES) ☐ (NO) ☐
10. Perform required duties for extended periods of time while exposed to adverse conditions, to include time worked in excess of the normal daily duty shift and rotating shift work.
(YES) ☐ (NO) ☐
11. Apprehend suspects to the extent of engaging in foot pursuits while summoning assistance and/or engaging in the necessary use of force.
(YES) ☐ (NO) ☐
12. Discern colors as they are applied in traffic safety situations (electric signals, signing, hazardous materials placards, vehicle and clothing descriptions, etc.).
(YES) ☐ (NO) ☐
13. Adequately judge distances and estimate speed.
(YES) ☐ (NO) ☐

14. See, read and recognize obstacles in a variety of normal and/or emergency environments. Have vision that is correctable to "Department vision" standards.
(YES) ☐ (NO) ☐
15. Determine or estimate the point of origin of noise.
(YES) ☐ (NO) ☐
16. Recognize/relate sound to situations based on frequencies or voice inflection within the normal range of human hearing.
(YES) ☐ (NO) ☐
17. Employ the normal senses of touch and smell.
(YES) ☐ (NO) ☐

PHYSICIAN'S CERTIFICATION

Employee is able to return to full duty. (YES) ☐ (NO) ☐

If Employee is unable to return to full duty, please specify the details of limitations, and for what period of time Employee will have such limitations. Attach a separate sheet if necessary.

PHYSICIAN'S NAME: _____

DATE: _____

PHYSICIAN'S SIGNATURE: _____

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APPENDIX D: ANNUAL PHYSICAL EVALUATION

I. GENERAL PROVISIONS

The Union and the City recognize the necessity to maintain a minimum level of fitness in order to perform the essential functions of a sworn Police Officer. To that end, the City shall provide a physical examination performed by a licensed medical professional, selected by the City, on an annual basis for all Employees. The physical examination will include;

- A. A Comprehensive Physical Examination;
- B. Blood and Laboratory Tests;
- C. Cardiopulmonary Assessments;
- D. Cancer and Disease Ultrasound Assessments; and

II. MEDICALLY QUALIFIED

The licensed medical professional is unable to make a determination as to whether the employee is medically qualified to perform all essential functions of a sworn Police Officer. The results of the physical shall be shared with the employee who shall take appropriate action based on the results.

III. ABSENCE FROM PHYSICAL EXAMINATION

Employees who are unable to attend and receive the physical examination during the scheduled dates due to injury, vacation, FMLA, etc., will be required to receive their physical examination at an alternate location as soon as practical upon their return to active duty, but not to exceed 90 days from their return. Any travel expenses accrued as a result of an Employee having to take their physical examination at an alternate location, to include compensation for the Employee's time, will be covered by the City.

IV. HIPPA AND EXAMINATION RESULTS

In accordance to the Health Insurance Portability and Accountability Act (HIPAA), specific Employee medical information beyond whether or not an Employee is medically qualified to perform all essential functions of a Police Officer shall not be shared with the City or the Department by any entity or its personnel administering the physical examination.

Each Employee will be provided a copy of all results from their annual physical examination.

**CITY COUNCIL
CITY OF PUNTA GORDA
03/25/2026**

REGULAR AGENDA

Title: A Resolution of the City Council of the City of Punta Gorda, Florida, authorizing the City Manager to enter into a Local Agency Program (LAP) agreement with the Florida Department of Transportation (FDOT) for design services/improvements to Cooper Street from Airport Road to East Marion Avenue (US 17-SB), providing sidewalks, bicycle facilities, decorative street lights, and street trees; providing for conflicts; and providing for an effective date.

Funds:

Recommended Action: Approve the resolution allowing the City Manager to enter into LAP agreement with FDOT.

Summary:

Department/Division: Urban Design / City Manager

EXHIBITS:

-
1. [FDOT LAP Agreement for Design Services for Cooper Street Complete Street Project](#)
 2. [Resolution Authorize FDOT LAP Agreement](#)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
 LOCAL PROGRAMS
 OGC/OOC- 03/25
 Page 1 of 15

FPN: <u>452221-1-38-01</u>	FPN: _____	FPN: _____
Federal No (FAIN): <u>D126-031-B</u>	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>TALL</u>	Fund: _____	Fund: _____
Org Code: <u>55013030152</u>	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: <u>780000</u>	FLAIR Obj: _____	FLAIR Obj: _____

County No: <u>01 - Charlotte</u>	Contract No: _____	
Recipient Vendor No: <u>F596000415003</u>	Recipient Unique Entity ID (UEI) No: <u>HVTSKRY7LUY5</u>	

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

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

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

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in pass-through LAP funding and financial oversight of design for Cooper Street from Airport Rd to E Marion Ave bike path, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 12/31/2028. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 308,000 (Three Hundred Eight Thousand Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$308,000 (Three Hundred Eight Thousand Dollars) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. If the Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- g. Payment shall only be made after receipt and approval of goods and services unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department,

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provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under Exhibit "H", to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

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

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

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

- i. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- j. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- k. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not

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eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

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

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

6. Department Payment Obligations:

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

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

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

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

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

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- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

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- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.
- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

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

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse (“FAC”) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

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9. Termination or Suspension of Project:

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

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

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

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

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

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

12. Compliance with Conditions and Laws:

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

13. Performance Evaluations:

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

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

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

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

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

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

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

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

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

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

15. Indemnification and Insurance:

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

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

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

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

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

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

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

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

☒ shall

☐ shall not

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

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

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- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
 - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. Exhibits "A", "B", "C", "D", "E", "F" and "H" are attached to and incorporated into this Agreement.
- b. ☐ If this Project includes Phase 58 (construction) activities, then Exhibit "G", FHWA FORM 1273, is attached and incorporated into this Agreement.

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- c. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- f. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- h. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- i. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

j. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

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

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

RECIPIENT City of Punta Gorda

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name:
Title:

Legal Review:

Initial
DC

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 452221-1-38-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
City of Punta Gorda (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 1.724
County CHARLOTTE

Roadway ID	Roadway Sid	Number of Lanes	MP From/To	Section Work Length
01000016	COMPOSITE	2	0.558 / 1.382	0.824
01000016	LEFT RDWY	1	1.382 / 1.509	0.127
01000016	RIGHT RDWY	1	1.382 / 1.509	0.127
01000016	COMPOSITE	2	1.509 / 2.086	0.577
01000016	LEFT RDWY	1	2.086 / 2.282	0.196
01000016	RIGHT RDWY	1	2.086 / 2.172	0.086
01000016	RIGHT RDWY	1	2.172 / 2.282	0.110

Work Length: 1.724 Project Length: 1.724

PROJECT DESCRIPTION: Design services/improvements to Cooper Street from Airport Rd to East Marion Avenue (US 17 SB), providing sidewalks, bicycle facilities, decorative street lights, and street trees

SPECIAL CONSIDERATIONS BY RECIPIENT:

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

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

- a) Design to be completed by 12/31/2028.

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

SPECIAL CONSIDERATIONS BY DEPARTMENT:

All work to be conducted outside of the Department Right-of-Way shall adhere to:

- 1) The current Florida Greenbook standards, as amended
- 2) At a minimum follow the LAP Specifications

All work to be conducted within the Department Right-of-Way shall adhere to the following:

- 1) The FDOT most current standard specification for road and bridge construction, and
- 2) The FDOT most current roadway and traffic design standard and design criteria from the PPM, or other FDOT Adopted criteria.

For all projects the following will apply:

- 1) Section 287.055, F.S. "Consultants Competitive Negotiation Act," when acquiring a consultant utilizing federal funds
- 2) FDOT "Project Development and Environmental Manual"
- 3) The Local Agency Program Manual

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

The Agency will be responsible for providing the Certification Clear Package the following items must be completed and signed by the authorized Agency representative: Rail Clear Letter, Permits Clear Letter, Utilities Clear Letter, and Executed Environmental Certification and Determination

The Agency will be responsible for providing the Construction LAP agreement partially executed with the executed Resolution by the agency signed through the agency's authorization process.

The Agency will be responsible for providing Bid Documents & Construction Checklist for reviewed, and approved, and the construction checklist must be signed by the agency and department before the project can be advertised.

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

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

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

Construction related activities conducted prior to the Notice to Proceed will not be reimbursed and may render the entire project ineligible for Federal funding.

The Department shall reimburse the Agency, subject to funds availability, in the year programmed, which is currently in Fiscal Year 2028 for Construction services.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Punta Gorda 326 West Marion Avenue, Punta Gorda, FL 33950	FINANCIAL PROJECT NUMBER: 452221-1-38-01
---	--

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: 2026 (TALL)	\$ 308,000.00	\$ _____	\$ _____	\$ 308,000.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 308,000.00	\$ 0.00	\$ 0.00	\$ 308,000.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 308,000.00	\$ 0.00	\$ 0.00	\$ 308,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Kelly Kautz
District Grant Manager Name

Kelly L. Kautz
Digitally signed by: Kelly L. Kautz
DN: CN = Kelly L. Kautz email = kelly.kautz@dot.state.fl.us
C = US O = Local Programs OU = Program Management
Date: 2025.12.22 08:42:02 -05'00'

Signature _____ Date _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT C****TITLE VI ASSURANCES**

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

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

ALN No.: 20.205
ALN Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
ALN Program Site: <https://sam.gov/fal/a122e57ebdd94c6b95d87450afeda1aa/view>
Award Amount: \$308,000.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

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

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

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

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

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

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

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT H****ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).
2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.
3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.
4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.
5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).
6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

CITY OF PUNTA GORDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PUNTA GORDA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL AGENCY PROGRAM (LAP) AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR DESIGN SERVICES/ IMPROVEMENTS TO COOPER STREET FROM AIRPORT ROAD TO EAST MARION AVENUE (US 17-SB), PROVIDING SIDEWALKS, BICYCLE FACILITIES, DECORATIVE STREET LIGHTS, AND STREET TREES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) has authorized the City of Punta Gorda to design services and improvements for a complete streets project along Cooper Street from Airport Road to East Marion Avenue (US 17-SB); and

WHEREAS, such design and improvements will be accomplished according to the duties and responsibilities of the Florida Department of Transportation and the City of Punta Gorda, as set forth in the attached Local Agency Program Agreement (LAP);

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

- I. The Local Agency Program Agreement between the State of Florida Department of Transportation and the City of Punta Gorda, a copy of which is attached hereto and made a part hereof, is hereby approved.
- II. The City Manager of the City of Punta Gorda is hereby authorized to sign the agreement on behalf of the City.

ADOPTED at a regular meeting of the City Council of the City of Punta Gorda, Florida, this _____ day of _____, 2026.

DEBORAH LUX, Mayor

ATTEST:

SARA WELCH, CMC, City Clerk

APPROVED AS TO FORM:

Steven Leskovich, J.D., Ed.D., City Attorney
FL Bar No. 0194840

**CITY COUNCIL
CITY OF PUNTA GORDA
03/25/2026**

REGULAR AGENDA

Title:

Award of Amendment to Carollo Engineers, Inc., of Sarasota, FL, to provide professional services for the mechanical integrity test and renewal of the operating permit for the Reverse Osmosis Water Treatment Plant Deep Injection Well.

Funds:

FY 2026 Budget: \$150,000

\$100,289.50 Account number 411-8422-533-3114 Project Code: WP-MIT

Recommended Action:

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

Summary:

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

Staff requested a proposal based on the negotiated hourly rates from Carollo Engineers Inc., to provide planning, contractor oversight, and field oversight in order to perform the mechanical integrity test. The consultant will also assist in renewing the underground injection control permit which expires April 19, 2027.

The total cost of this authorization is \$100,289.50. Timeframe to complete the specific authorization is twelve (12) months from the notice to proceed.

Department/Division:

Procurement

EXHIBITS:

1. [Agreement](#)
 2. [Recommendation for Award](#)
-

AMENDMENT 30
AGREEMENT #U2018107/ENG-WATERSUPPLY/1620

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

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

(hereinafter called **CITY**); and

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

(hereinafter called **CONSULTANT**)

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

ARTICLE 1 – WORK

SPECIFIC AUTHORIZATION B2025147/SA30: Is defined as RO Deep Inject Well Mechanical Integrity Test and Permit Renewal services. The Consultant shall provide all deliverables in accordance with Exhibit A.

ARTICLE 2 - REPRESENTATIVE

SPECIFIC AUTHORIZATION B2025147/SA30: Utilities Engineering Manager, or their designee, who is hereinafter referred to as REPRESENTATIVE, will assume all duties and responsibilities and will have the rights and authority assigned to REPRESENTATIVE in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

1. CANCELLATION CLAUSE

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

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

2. **SPECIFIC AUTHORIZATION B2025147/SA30:** CONSULTANT and the CITY have individually and mutually agreed the Consultant will complete tasks in accordance with the schedule, and complete the Tasks 1 through 4, within a completion time as defined in Exhibit A.

ARTICLE 4 - CONTRACT PRICE

1. **SPECIFIC AUTHORIZATION B2025147/SA30:** The total Lump Sum cost for Specific Authorization #30, Tasks 1 through 4 (Exhibit A), in accordance with the current Agreement Rates, is ONE HUNDRED THOUSAND TWO HUNDRED EIGHTY-NINE AND 50/100 (\$100,289.50), which is inclusive of all expenses to complete Tasks 1 through 4.

ARTICLE 5 – PAYMENT TERMS

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

<i>Task</i>	<i>Task Description and Deliverables</i>	<i>Fee (Not to Exceed-NTE or Lump Sum- LS)</i>	<i>Task Total</i>
<i>1</i>	<i>Project Management</i> <i>Deliverables:</i> <i>- Coordination with Subcontractor, City, and FDEP</i> Monthly billing \$1,139.38 for 11 months and \$1,139.32 for 12 th month	<i>LS</i>	<i>\$ 13,672.50</i>
<i>2</i>	<i>ROWTP DIW MIT</i> <i>2.1 – MIT Test Plan \$5,376.00</i> <i>Deliverable: Draft MIT plan and final FDEP approved MIT plan</i> <i>2.2 – Technical Specifications \$7,045.50</i> <i>Deliverable: Technical Specifications</i> <i>2.3 – Well Contract Assistance \$5,880.00</i> <i>Deliverable: Attend pre-bid meeting, answer technical questions for preparation of addenda.</i> <i>2.4 – Technical Review and Coordination During Testing \$4,047.75</i> <i>2.5 – Field Oversight Services \$14,463.75</i> <i>Deliverable: Daily activity log with photos</i> <i>2.6 – MIT Summary Report \$8,263.50</i> <i>Deliverables: Draft and Final MIT Summary Report</i>	<i>LS</i>	<i>\$ 45,076.50</i>
<i>3</i>	<i>Shell Creek ROWTP DIW System Class I Operation Permit Renewal</i> <i>3.1 – Data Compilation and Evaluation \$9,744.00</i> <i>3.2 - Preparation of Draft Operation Permit Renewal Application \$19,217.00</i> <i>Deliverable: Draft UIC Operational Permit Renewal Application</i> <i>3.3 – Preparation of Final Operation Permit Renewal Application \$9,954.50</i> <i>Deliverable: Final Operation Permit Renewal Application</i>	<i>LS</i>	<i>\$ 38,915.50</i>
<i>4</i>	<i>As-Needed Allowance</i> <i>- PRIOR WRITTEN APPROVAL FROM THE CITY IS REQUIRED</i>	<i>NTE</i>	<i>\$2,625.00</i>
<i>EXTENDED TOTAL - TASKS 1 THROUGH 4</i>			<i>\$100,289.50</i>

Not-to Exceed: Consultant must provide a breakdown for all authorized positions to perform services under this SA. The breakdown must identify the employee's name, date, time, and description of work they were performing on this SA. City will not process invoice for payment until this documentation is received.

ARTICLE 6 - MISCELLANEOUS

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

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

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

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

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

CITY OF PUNTA GORDA

CAROLLO ENGINEERS, INC.

BY: _____

BY: _____

Print: _____

Print: _____

WITNESS: _____

WITNESS: _____

ADDRESS FOR GIVING NOTICES:

Procurement Office
326 West Marion Avenue
Punta Gorda, FL 33950

ADDRESS FOR GIVING NOTICES:

301 North Cattlemen Rd, Suite 302
Sarasota, FL 34232

SPECIFIC AUTHORIZATION NO. 30

**CAROLLO ENGINEERS
SCOPE OF SERVICES**

**CITY OF PUNTA GORDA
SHELL CREEK ROWTP DIW MIT AND OPERATION PERMIT
RENEWAL**

BACKGROUND AND PURPOSE

The City of Punta Gorda (City) operates a Class I Deep Injection Well (DIW) system at the Shell Creek ROWTP under Florida Department of Environmental Protection (FDEP) Underground Injection Control (UIC) Permit No. 0338979-001-UC/1X. This permit was issued on April 19, 2022, for a duration of 5 years, with the next mechanical integrity test (MIT) due by August 12, 2026. The UIC permit will expire on April 19, 2027.

The purpose of this Specific Authorization (SA) is to authorize Carollo Engineers, Inc (CONSULTANT), in coordination with RESPEC Company, LLC (SUBCONSULTANT), to assist the City in preparing the testing plan, selecting the well contractor, field oversight services, and MIT summary report. Additionally, the SUBCONSULTANT will assist in renewing the UIC operation permit by completing and submitting the application.

SCOPE OF SERVICES

The scope of services encompasses several key tasks. This includes preparing a site-specific MIT Test Plan detailing procedures such as a video survey, casing pressure test, gamma and high-resolution temperature logging, and a radioactive tracer survey (RTS), which will be submitted to FDEP for approval.

Following approval, SUBCONSULTANT will develop technical specifications. SUBCONSULTANT will also assist with well contractor selection, involving tasks like preparing bid packages and reviewing bids.

During the actual testing, SUBCONSULTANT will coordinate with contractors and the City, organize and host pre-construction meetings, and coordinate with FDEP. Finally, SUBCONSULTANT will conduct field oversight services for the 3- to 5-day testing period, monitoring all onsite activities, and will prepare an MIT Summary Report to be submitted to the FDEP within 90 days of completion and prior to the August 12, 2026 deadline.

Task 1 General Project Management Services

The SUBCONSULTANT will coordinate with the City as necessary regarding all MIT and FDEP Operation Permit renewal activities. Additionally, they will also coordinate with FDEP staff. The

CONSULTANT project manager will coordinate with the SUBCONSULTANT as needed. The project manager will manage the budget, schedule, and invoicing.

Task 2 Shell Creek ROWTP DIW MIT

Task 2.1 MIT Test Plan

A site-specific MIT plan will be prepared for the City's Shell Creek ROWTP DIW. This plan will be submitted to City staff for review and comment. The MIT plan will include provisions for conducting a video survey of the well, casing pressure test, gamma and high-resolution temperature logging and performance of a RTS.

Following City review, a final MIT Plan will be submitted on or before May 14, 2026, for approval by FDEP. If necessary, a revised MIT plan will be provided in response to FDEP questions or changes and resubmitted for approval. Coordination with the City via conference call will be scheduled as needed.

Task 2.1 Deliverables

The deliverables to be provided for **Task 2.1** include:

1. Draft MIT plan and final FDEP approved MIT plan.

Task 2.2 Technical Specifications

Following MIT Test Plan approval by FDEP, final technical specifications and procedures will be developed. The technical specifications will be consistent with the procedures described in the FDEP approved MIT plan.

Task 2.2 Deliverables

The deliverables to be provided for **Task 2.2** include:

1. Technical specifications

Task 2.3 Well Contractor Selection Assistance

Assist with contractor selection as requested by the City and assist the City in preparing a Bid Application Package. Will attend up to one (1) pre-bid meeting and issue meeting minutes with a summary of discussion and response to significant bidder questions.

Assist the City in coordinating all communication with bidders related to technical aspects and prepare addenda, if required. Review the bids received by the City for accuracy and prepare a Bid Tabulation. Advise the City as to the acceptability of low bidder, subcontractors, suppliers, and other persons and organizations proposed by the contractor.

Task 2.3 Deliverables

The deliverables to be provided for **Task 2.3** include:

1. Bid tabulation

Task 2.4 Technical Review and Coordination During Testing

Conduct one (1) pre-construction meeting with the City and Contractor at the Shell Creek ROWTP. Coordinate with the selected contractor regarding the technical specifications and preparation for MIT activities. Assist the City in reviewing requests for payment and accompanying data from the contractor. Review all submittals from the contractor and determine acceptability of the proposed materials and equipment. Provide the FDEP notification a minimum of seven (7) days prior to all MIT activities.

Task 2.5 Field Oversight Services

Internal and external testing will be performed to confirm the integrity of the DIW and the injection tubing. DIW IW-1 MIT will be performed to demonstrate that the operational integrity of the well has not been compromised. All field assignments will be performed under the oversight of a State of Florida Registered Professional Geologist (P.G.). The contractor will provide the required components of the MIT of Class I Injection Wells as required by the FDEP. Per the requirements of Florida Administrative Code (F.A.C.) Chapter 62-528, the DIW IW-1 MIT will include the following activities: video survey, casing pressure test, temperature log, background gamma ray (GR) log, and RTS.

All onsite MIT activities will be monitored by a SUBCONSULTANT representative. Daily activities will be recorded in a log book and photo-documented. At the conclusion of MIT activities, the MIT results will be evaluated to determine the integrity of IW-1 prior to contractor demobilization.

Task 2.6 MIT Summary Report

A report summarizing the results of the MIT elements will be prepared and sealed by a P.G. and submitted to the FDEP within 90 days of the MIT completion date. The report will contain the following: data collected during MIT activities, equipment calibration certificates, tabular presentation/graphical evaluation of monitoring well data over the previous 5-year period, and interpretations of data and testing results.

Task 2.6 Deliverables

The deliverables to be provided for **Task 2.6** include:

1. Draft MIT Summary Report
2. Final MIT Summary Report

Task 3 Shell Creek ROWTP DIW System Class I Operation Permit Renewal

Task 3.1 Data Compilation and Evaluation

For the purposes of preparing the UIC renewal application, the following data will be compiled and analyzed:

- Shell Creek ROWTP operating data for the period of record.
- All monitoring effluent (concentrate) water quality data for the period of record.
- All Dual-Zone Monitoring Well (DZMW) groundwater monitoring data for the period of record.

Task 3.2 Preparation of Draft Operation Permit Renewal Application

The application will be prepared for the requirements of FDEP's UIC renewal process. A pre-application with FDEP staff will be held. The Draft FDEP UIC Construction Permit application will be provided to the City for review prior to December 20, 2026 (120 days prior to the operational permit expiration date).

Task 3.2 Deliverables

The deliverables to be provided for **Task 3.2** include:

1. Draft UIC Operational Permit Renewal Application

Task 3.3 Preparation of Final Operation Permit Renewal Application

Comments received will be incorporated into the Final UIC permit application. The UIC permit application will be submitted to FDEP no later than February 18, 2027 (60 days prior to the expiration date).

Task 3.3 Deliverables

The deliverables to be provided for **Task 3.3** include:

1. Final UIC Operational Permit Renewal Application

Task 4 – As-Need Allowance

This task allows for additional services or support not covered under Tasks 1 through 3. This task requires prior written authorization from the City to use.

DELIVERABLES, BUDGET, AND PAYMENT

The method of payment for this project is lump sum for Tasks 1 through 3 and time and materials for Task 4, for a not-to-exceed amount of \$100,289.50. Tasks 2 and 3 will be billed per sub-task upon completion of the deliverables for each respective sub-task. Task 1 will be billed lump sum at a set monthly rate of \$1,139.38 for 11 months and \$1,139.32 for the 12th month. Task 4 provides an as-needed allowance of \$2,625.00, which requires prior written authorization

from the City to be used. Exhibit A provides a breakdown of the fee by task and personnel, and Exhibit B contains the SUBCONSULTANT's proposal.

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

SCHEDULE

This SA #32 will be delivered over a period of 12 months.

ASSUMPTIONS AND CITY RESPONSIBILITIES

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

- The CITY shall furnish CONSULTANT data pertinent to CONSULTANT's services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT's services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by the CITY or others in performing CONSULTANT's services under this Work Assignment.
- In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that the CITY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates.
- The CITY shall provide all data and support as needed to complete the project.

ADDITIONAL SERVICES

Services not specifically identified within this Scope are excluded from this Agreement. An as-needed allowance of \$2,625.00 (Task 4) is included solely for additional services that may be required. Use of this allowance requires prior written authorization from the City.

**EXHIBIT A
FEE ESTIMATE**

**City of Punta Gorda
SA #32 SHELL CREEK ROWTP DIW MIT AND OPERATION PERMIT RENEWAL**

		Labor Hours and Costs				Subconsultant	Subconsultant Markup (5%)	Task Total	Compensation Terms	
Task No.	Task Description	Principal	Senior Engineer	Total Hours	Labor Cost					
		Baumberger	Cohen							
						(\$)	(\$)	(\$)		
		\$240.00	\$205.00							
1	General Project Management Services	12	36	48	\$10,260.00	\$3,250.00	\$162.50	\$13,672.50	Monthly Lump Sum of \$1,139.38 for 11 months and \$1,139.32 for 12th month	
2	Shell Creek ROWTP DIW MIT					\$42,930.00	\$2,146.50	\$45,076.50		Lump Sum
2.1	MIT Test Plan					\$5,120.00	\$256.00	\$5,376.00		Lump Sum
2.2	Technical Specifications					\$6,710.00	\$335.50	\$7,045.50		Lump Sum
2.3	Well Contractor Selection Assistance					\$5,600.00	\$280.00	\$5,880.00		Lump Sum
2.4	Technical Review and Coordination During Testing					\$3,855.00	\$192.75	\$4,047.75		Lump Sum
2.5	Field Oversight Services					\$13,775.00	\$688.75	\$14,463.75	Lump Sum	
2.6	MIT Summary Report					\$7,870.00	\$393.50	\$8,263.50	Lump Sum	
3	Shell Creek ROWTP DIW System Class I Operation Permit Renewal		10	10	\$2,050.00	\$35,110.00	\$1,755.50	\$38,915.50	Lump Sum	
3.1	Data Compilation and Evaluation					\$9,280.00	\$464.00	\$9,744.00	Lump Sum	
3.2	Preparation of Draft Operation Permit Renewal Application		8	8	\$1,640.00	\$16,740.00	\$837.00	\$19,217.00	Lump Sum	
3.3	Preparation of Final Operation Permit Renewal Application		2	2	\$410.00	\$9,090.00	\$454.50	\$9,954.50	Lump Sum	
4	As-Needed Allowance					\$2,500.00	\$125.00	\$2,625.00	T&M	
	TOTAL	12	46	58	\$12,310.00	\$83,790.00	\$4,189.50	\$100,289.50		



SCOPE OF WORK AND COST ESTIMATE

SHELL CREEK ROWTP DEEP INJECTION WELL - MECHANICAL INTEGRITY TESTING AND OPERATION PERMIT RENEWAL

6561 Palmer Park Circle • Suite D • Sarasota, Florida, 34238 • (941) 552 5657

Client: Carollo Engineers, Inc.
Project Name: Shell Creek ROWTP DIW MIT and Operation Permit Renewal
Date: February 20, 2026

PROJECT DESCRIPTION

RESPEC Company LLC (RESPEC) is pleased to provide Carollo Engineers, Inc. (Carollo) the following Scope of Work to perform hydrogeologic and regulatory support services for the City of Punta Gorda (City). These services include the completion of Mechanical Integrity Testing (MIT) and reporting services for the City's Shell Creek Reverse Osmosis Water Treatment Plant (ROWTP) Class I Deep Injection Well (DIW) IW-1 and the subsequent development and submittal of a permit renewal application for the City's Shell Creek ROWTP Florida Department of Environmental Protection (FDEP) Underground Injection Well (UIC) Class I Injection Well System Operation Permit. The Scope of Work for this project includes the tasks described herein.

SCOPE OF SERVICES

TASK 1: GENERAL PROJECT MANAGEMENT SERVICES

- / RESPEC will coordinate with the City via conference calls as necessary regarding all MIT and FDEP Operation Permit renewal activities.
- / RESPEC will also coordinate with the FDEP staff as necessary for both the MIT and UIC permit renewal.

TASK 2: SHELL CREEK ROWTP DIW MIT

TASK 2.1: MIT TEST PLAN

- / RESPEC will prepare a site-specific MIT plan for the City's Shell Creek ROWTP DIW and submit the plan to Carollo and City staff for review and comment. The MIT plan will include provisions for conducting a video survey of the well, an injection tubing pressure test, gamma and high-resolution temperature geophysical logging, and the completion of a radioactive tracer survey (RTS).
- / Following Carollo's and the City review, RESPEC will submit the final MIT Plan on or before May 14, 2026, for review and approval by the FDEP.
- / If necessary, RESPEC will prepare a revised MIT plan in response to FDEP questions or changes and resubmit the plan for agency approval.

6561 PALMER PARK CIRCLE
 SUITE D
 SARASOTA, FL 34238
 914.552.5657



TASK 2.2: TECHNICAL SPECIFICATIONS

- / Following approval of the MIT plan, RESPEC will prepare final technical specifications and procedures. The technical specifications will be consistent with the procedures described in the FDEP approved MIT plan.

TASK 2.3: WELL CONTRACTOR SELECTION ASSISTANCE

- / RESPEC will coordinate with Carollo and the City in preparing a Bid Application Package.
- / RESPEC will assist with contractor selection as requested by Carollo and the City.
- / RESPEC will attend up to one (1) pre-bid meeting and will issue meeting minutes with a summary of discussions and responses to questions by the selected bidders.
- / RESPEC will assist the City in coordinating all communication with bidders related to technical aspects and prepare addenda, if required.
- / RESPEC will review the bids received by the City for accuracy and prepare a Bid Tabulation. RESPEC will advise the City as to the acceptability of lowest bidder, along with subcontractors, suppliers, and other persons and organizations proposed to be included by the selected bidders.
- / Once the bidder (Contractor) is selected by the city, RESPEC will initiate direct communications in preparation for the MIT.

TASK 2.4: TECHNICAL REVIEW AND COORDINATION DURING TESTING

RESPEC will coordinate all activities with the selected contractor and subcontractors prior to and during all MIT related activities.

- / RESPEC will conduct one (1) pre-construction meeting with the City and Contractor at the Shell Creek ROWTP located on Washington Loop Road in Punta Gorda.
- / RESPEC will coordinate with the selected contractor regarding the technical specifications and preparation for MIT activities.
- / RESPEC will assist the City in reviewing requests for payment and accompanying data from the contractor.
- / RESPEC will review all submittals from the contractor and determine acceptability of the proposed materials and equipment.
- / RESPEC will coordinate with both Carollo and the City prior to providing the FDEP notification of proposed MIT activities. Notification to FDEP will occur no later than seven (7) days prior to mobilization and project initiation.

TASK 2.5: FIELD OVERSIGHT SERVICES

Internal and external testing will be performed to confirm the integrity of the DIW and the injection tubing, which consists of a fully cemented 11.75-inch outside diameter (O.D.) fiberglass reinforced plastic (FRP) casing. The DIW IW-1 MIT will be performed to demonstrate that the operational integrity of the well has not been compromised; there are no leaks in the final injection tubing, and there are no channels or fractures around the cement annulus of the final injection tubing that will permit the upward flow of injected fluid.

All field assignments will be performed under the oversight of a State of Florida Registered Professional Geologist (P.G.). The contractor will provide a detailed listing of the required equipment and testing components for the Class I Injection Well MIT as required by the FDEP. Per the requirements of Florida Administrative Code (F.A.C.) Chapter 62-528, DIW IW-1 MIT will include the following activities:



- / Video survey;
- / Casing (injection tubing) pressure test;
- / Temperature log;
- / Background gamma ray (GR) log; and
- / RTS.

All onsite MIT activities will be monitored by a RESPEC representative under the supervision of a P.G. Daily activities will be recorded in a log book and photo-documented. At the conclusion of MIT activities, RESPEC will evaluate the MIT results to determine the integrity of IW-1 prior to contractor demobilization. RESPEC will notify Carollo and the City of all testing results once the MIT is completed.

PROPOSED SCHEDULE:

Field oversight services are anticipated to be conducted over a 3- to 5-day period, depending on subsurface and weather conditions. Barring complications and inclement weather, the tentative testing schedule is as follows:

- / Day 1: Following contractor mobilization, the video survey may be performed. A preliminary casing pressure test (pre-test) may also be performed.
- / Day 2: The casing pressure test will be completed in the presence of a FDEP field representative. Geophysical logging will be performed, including high-resolution temperature and background GR logging.
- / Day 3: The RTS and final GR log will be conducted. The well contractor will remove all temporary testing appurtenances from the wellhead and reassemble and inspect the wellhead. Upon notification by RESPEC, the well contractor will demobilize.

TASK 2.6: MIT SUMMARY REPORT

A report summarizing the results of the MIT elements will be prepared and sealed by a P.G. and submitted to the FDEP within 90 days of the MIT completion date. The report will contain the following:

- / Data collected during MIT activities;
- / Equipment calibration certificates;
- / Tabular presentation/graphical evaluation of monitoring well data over the previous 5-year period; and,
- / Interpretations of data and testing results.

TASK 3: SHELL CREEK ROWTP DIW SYSTEM CLASS I OPERATION PERMIT RENEWAL

TASK 3.1: DATA COMPILATION AND EVALUATION

RESPEC will compile and analyze the following data for the purposes of preparing the UIC renewal application. Data are to be timely supplied by the City will include the following:

- / All Shell Creek ROWTP plant operating data required by the UIC permit for the Period of Record.
- / All monitoring effluent (concentrate) water quality data required by the UIC Permit for the Period.
- / All Dual-Zone Monitoring Well (DZMW) groundwater monitoring data required by the UIC Permit for the Period of Record.

TASK 3.2: PREPARATION OF DRAFT OPERATION PERMIT RENEWAL APPLICATION

- / RESPEC will attend up to one (1) pre-application meeting with Carollo, City, and FDEP staff via conference call.
- / RESPEC will complete FDEP Form 62-528.900(1) - Application to Construct/Operate/Abandon Class I, II, III or Injection Well Systems. The application will be signed and sealed by a Professional Engineer (P.E.) licensed in the State of Florida prior to submittal to the FDEP.
- / RESPEC will prepare a Draft FDEP UIC Construction Permit renewal application for the Shell Creek ROWTP DIW System including supporting documentation and submit it to the City for review and comment.
- / RESPEC will compile and/or update the following supporting engineering and hydrologic data (supporting information) as required by Form 62-528.900(1) in Section A – Class I Test/Injection Well Construction and Testing Permit:
 - » An updated map showing the location of the proposed injection well for which a permit is sought and the applicable area of review. Within the area of review, the map must show the number or name, and location of all producing wells, injection wells, abandoned wells, dry holes, surface bodies of water, springs, public water systems, mines (surface and subsurface), quarries, water wells and other pertinent surface features including residences and roads. The map should also show faults, if known or suspected. Only information of public record and pertinent information known to the applicant is required to be included on this map.
 - » A tabulation of data on all wells within the area of review which penetrate into the proposed injection zone, confining zone, or proposed monitoring zone. Such data shall include a description of each well's type, construction, date drilled, location, depth, record of plugging and/or completion, and any additional information the FDEP may require.
 - » Maps and cross sections indicating the general vertical and lateral limits within the area of review of all Underground Sources of Drinking Water (USDW), their position relative to the injection formation and the direction of water movement, where known, in each underground source of drinking water which may be affected by the proposed injection.
 - » Maps and cross sections detailing the hydrology and geologic structures of the local area.
 - » Generalized maps and cross sections illustrating the regional geologic setting.
 - » Contingency plans to cope with all shut-ins or well failures, so as to protect the quality of the waters of the State as defined in Rule 62-3 and 62-520, F.A.C., including alternate or emergency discharge provisions.
 - » For wells within the area of review which penetrate the injection zone but are not properly completed or plugged, the corrective action proposed to be taken under Rule 62-528.300(5), F.A.C.
 - » A certification that the applicant has ensured, through a performance bond or other appropriate means, the resources necessary to close, plug or abandon the well as required by Rule 62-528.435(9), F.A.C.
 - » A separate laboratory analysis for each permitted injectate source as required by Rule 62-528.425(1)(a), F.A.C.
 - » A report shall be submitted with each application for repermitting of Class I Well operation which shall include the following information:



- All available logging and testing program data and construction data on the well or well field;
 - A satisfactory demonstration of mechanical integrity for all wells pursuant to Rule 62-528.300(6), F.A.C.;
 - The actual operating data, including injection pressures versus pumping rates where feasible, or the anticipated maximum pressure and flow rate at which the permittee will operate, if approved by the FDEP;
 - The actual injection procedure;
 - The compatibility of injected waste with fluids in the injection zone and minerals in both the injection zone and the confining zone;
 - The status of corrective action on defective wells in the area of review;
 - Record drawings, based upon inspections by the engineer or persons under his direct supervision, with all deviations noted;
 - Certification of completion submitted by the engineer of record;
 - An updated operation manual including emergency procedures;
 - Proposed revisions to the monitoring program or data to be submitted; and,
 - Proposed plugging and abandonment plan pursuant to Rule 62528.435(2), F.A.C.
- / The UIC permit renewal application will be provided to the City for comment and review no later than December 20, 2026 (120 days prior to the April 19, 2027 operation permit expiration date).

TASK 3.3: PREPARATION OF FINAL OPERATION PERMIT RENEWAL APPLICATION

- / Upon receipt of Carollo's and the City's review comments regarding the Draft UIC Application, the application will be finalized and certified by a P.E. licensed in the State of Florida. RESPEC will then submit the UIC Permit renewal application package and submit it to the FDEP UIC Program for review, along with the application processing fee to be provided by the City. The UIC permit renewal application will be submitted to the FDEP no later than February 18, 2027 (60 days prior to the April 19, 2027 operation permit expiration date).

FEE AGREEMENT

Services will be provided for a lump sum fee of \$83,790.00 to be invoiced on a percent complete basis and will not be exceeded without the City's prior authorization. This lump sum fee is based upon the best information available to RESPEC at the time this Scope of Services was written and professional experience and judgment of activities that should be undertaken to support the tasks outlined herein.

RESPEC Fee Summary Table

Description	Fee	Task Effort
Task 1		General Project Management Services
Task 1 Total	\$3,250.00	
Task 2		Shell Creek ROWTP DIW MIT
Task 2.1	\$5,120.00	Preparation of MIT test plan
Task 2.2	\$6,710.00	Preparation of MIT technical specifications
Task 2.3	\$5,600.00	Well contractor selection assistance
Task 2.4	\$3,855.00	Technical review and coordination during testing
Task 2.5	\$13,775.00	MIT Field oversight services
Task 2.6	\$7,870.00	MIT summary report
Owner's Allowance	\$2,500.00	Owner's Allowance to be used with authorization from City Staff (Time and Materials)
Task 2 Total	\$45,430.00	
Task 3		Shell Creek ROWTP DIW System Class I Operation Permit Renewal
Task 3.1	\$9,280.00	Data compilation and evaluation
Task 3.2	\$16,740.00	Preparation of draft operation permit renewal application
Task 3.3	\$9,090.00	Preparation of final operation permit renewal application
Task 3 Total	\$35,110.00	
Total	\$83,790.00	

ASSUMPTIONS

- / The City will provide RESPEC with historical MIT data, plans, scopes of work and reports as necessary.
- / The City will obtain cost quotes from qualified State of Florida Licensed Well Contractors and perform contractor selection.
- / The City will review documents within 15 working days of submittal by RESPEC.
- / The City will provide Shell Creek ROWTP DIW system operating data in electronic Microsoft Excel format.
- / RESPEC will prepare the Demonstration of Financial Responsibility form and provide it to the City for signature. The Demonstration of Financial Responsibility documentation shall be timely returned by the City to RESPEC no later than 15 days prior to UIC Permit renewal application submittal. Information shall include the City's most recent Comprehensive Annual Financial Report and authorizing resolutions from the City Council.
- / The FDEP permit application fee of \$10,000 and any required public notices will be paid by the City. These costs are not included in RESPEC's fee.
- / No outstanding permit compliance issues exist or will be addressed during the FDEP permitting process.



- / No response to a request for additional information will be required during the FDEP permitting process.
- / The City will provide all pertinent technical documentation that is not publicly available on the FDEP's website.
- / The FDEP permit application will be submitted under the City's signature.
- / CAD drawings or design drawings are not required and are not included as a part of this Scope.

ADDITIONAL SERVICES

Any services not specifically identified within this Scope of Services are not part of this Agreement. However, Additional Services can be provided on a time and materials basis if deemed necessary and approved in advance by the Carollo and the City.

RESPEC Company, LLC

Primary: Carollo

City of Punta Gorda - Shell Creek ROWTP Deep Injection Well - MIT and Operation Permit Renewal

Estimated Task/Cost Breakdown

Date: Friday, February 20, 2026



TASK 1 - GENERAL PROJECT MANAGEMENT SERVICES								
TASK	Description	<u>Principal(s)</u> \$195/hour		<u>Staff Hydrologist</u> \$125/hour		<u>Administration</u> \$60/hour		<u>TOTAL LABOR</u>
		Hours	Cost	Hours	Cost	Hours	Cost	
1.0	General Project Management Services	10.0	\$1,950.00	8.0	\$1,000.00	5.0	\$300.00	\$3,250.00
TASK 1 TOTAL		10.0	\$1,950.00	8.0	\$1,000.00	5.0	\$300.00	\$3,250.00
TASK 2 - SHELL CREEK ROWTP DIW MIT								
TASK	Description	<u>Principal(s)</u> \$195/hour		<u>Staff Hydrologist</u> \$125/hour		<u>Administration</u> \$60/hour		<u>TOTAL LABOR</u>
		Hours	Cost	Hours	Cost	Hours	Cost	
2.1	MIT Test Plan	13.0	\$2,535.00	19.0	\$2,375.00	3.5	\$210.00	\$5,120.00
2.2	Technical Specifications	12.0	\$2,340.00	34.0	\$4,250.00	2.0	\$120.00	\$6,710.00
2.3	Well Contractor Selection Assistance	14.0	\$2,730.00	22.0	\$2,750.00	2.0	\$120.00	\$5,600.00
2.4	Technical Review and Coordination During Testing	14.0	\$2,730.00	9.0	\$1,125.00	0.0	\$0.00	\$3,855.00
2.5	Field Oversight Services	20.0	\$3,900.00	79.0	\$9,875.00	0.0	\$0.00	\$13,775.00
2.6	MIT Summary Report	12.0	\$2,340.00	38.0	\$4,750.00	13.0	\$780.00	\$7,870.00
	SUB-TOTAL	85.0	\$16,575.00	201.0	\$25,125.00	20.5	\$1,230.00	\$42,930.00
	Owner's Allowance (only to be used with Authorization from City staff)	-	-	-	-	-	-	\$2,500.00
TASK 2 TOTAL		85.0	\$16,575.00	201.0	\$25,125.00	20.5	\$1,230.00	\$45,430.00
TASK 3 - SHELL CREEK ROWTP DIW SYSTEM CLASS I OPERATION PERMIT RENEWAL								
TASK	Description	<u>Principal(s)</u> \$195/hour		<u>Senior Engineer</u> \$195/hour		<u>Staff Hydrologist</u> \$125/hour		<u>Admini</u> \$60/ Hours
		Hours	Cost	Hours	Cost	Hours	Cost	
3.1	Data Compilation and Evaluation	14.0	\$2,730.00	0.0	\$0.00	50.0	\$6,250.00	5.0
3.2	Preparation of Draft Operation Permit Renewal Application	25.0	\$4,875.00	20.0	\$3,900.00	57.0	\$7,125.00	14.0
3.3	Preparation of Final Operation Permit Renewal Application	10.0	\$1,950.00	12.0	\$2,340.00	36.0	\$4,500.00	5.0
TASK 3 TOTAL		49.0	\$9,555.00	32.0	\$6,240.00	143.0	\$17,875.00	24.0



INTEROFFICE MEMORANDUM

To: Steve Adams, Tom Spencer, Kristin Simeone and Melissa Reichert
From: Anne Heinen, Procurement Manager
Date: March 4, 2026
Subject: Recommendation for Award – B2025147/SA30 – RO DIW MIT & PERMIT RENEWAL
Master Agreement U2018107/ENG-WATERSUP/1920

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

Staff requested a proposal based on the negotiated hourly rates from Carollo Engineers Inc., to assist the City in preparing a testing plan for the mechanical integrity test of the Injection Control well, assistance with contractor, and field oversight during testing. The regulatory agency is the Florida Department of Environmental Protection (FDEP) and the mechanical integrity test is due by August 12, 2026. The consultant will assist in renewing the Underground Injection Control Permit which expires on April 19, 2027.

The total cost of this authorization is \$100,289.50.

Funding: Account # 41184225333114 Project Code # WP-MIT
☒ Funds available ☐ Funds not available/transfer required ☐ Funds not available/to be appropriated

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

Steve Adams Concur X Non-Concurrence _____ Date 3-5-26
Steve Adams, Utility Engineering Manager

Tom Spencer Concur X Non-Concurrence _____ Date 3/5/26
Tom Spencer, Utilities Director

Kristin Simeone Concur X Non-Concurrence _____ Date 3/5/26
Kristin Simeone, Finance Director

Melissa Reichert Concur X Non-Concurrence _____ Date 3/5/2026
Melissa Reichert, City Manager

**CITY COUNCIL
CITY OF PUNTA GORDA
03/25/2026**

REGULAR AGENDA

Title:

Award of Amendment to Carollo Engineers, Inc., of Sarasota, FL, to provide funding and planning assistance for the Supplemental Appropriations for Hurricanes Helen and Milton Program through the Federal Department of Environmental Protection Agency for the Water Treatment Plant.

Funds:

FY 2026 Budget: \$30 million

\$109,730.00 Account #: 411-8422-533-6502 Project Code: WTPROX

Recommended Action:

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

Summary:

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

Staff requested a proposal based on the negotiated hourly rates from Carollo Engineers Inc., to provide the City with assistance with preparing the application for funding and planning documentation required for the Supplemental Appropriations for Hurricanes Helen and Milton (SAHM) Program through the Florida Department of Environmental Protection Agency (FDEP). Total funding is \$35,139,169.00 with 50% provided as principal forgiveness and 50% as a 0% loan.

The total cost of this authorization is \$109,730.00. Timeframe to complete the specific authorization is nine (9) months from the notice to proceed.

Department/Division:

Procurement

EXHIBITS:

-
1. [Agreement](#)
 2. [Recommendation for award](#)
-

AMENDMENT 31
AGREEMENT #U2018107/ENG-WATERSUPPLY/1620

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

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

(hereinafter called **CITY**); and

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

(hereinafter called **CONSULTANT**)

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

ARTICLE 1 – WORK

SPECIFIC AUTHORIZATION B2025148/SA31: Is defined as professional services to assist the City with preparing the application for funding and planning materials for the SAHM Program through the Federal Department of Environmental Protection. The Consultant shall provide all deliverables in accordance with Exhibit A.

ARTICLE 2 - REPRESENTATIVE

SPECIFIC AUTHORIZATION B2025148/SA31: Utilities Engineering Manager, or their designee, who is hereinafter referred to as REPRESENTATIVE, will assume all duties and responsibilities and will have the rights and authority assigned to REPRESENTATIVE in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

1. CANCELLATION CLAUSE

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

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

2. **SPECIFIC AUTHORIZATION B2025148/SA31:** CONSULTANT and the CITY have individually and mutually agreed the Consultant will complete task in accordance with the schedule, and complete the Tasks 1 through 6, within a completion time as defined in Exhibit A.

ARTICLE 4 - CONTRACT PRICE

1. **SPECIFIC AUTHORIZATION B2025148/SA31:** The total Lump Sum cost for Specific Authorization #31, Tasks 1 through 6 (Exhibit A), in accordance with the current Agreement Rates, is ONE HUNDRED NINE THOUSAND SEVEN HUNDRED THIRTY AND NO/100 (\$109,730.00), which is inclusive of all expenses to complete Tasks 1 through 6.

ARTICLE 5 – PAYMENT TERMS

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

Task	Task Description and Deliverables	Fee (Not to Exceed- NTE or Lump Sum- LS)	Task Total
1	Project Management, Meetings, and Communications <i>Deliverables:</i> - Meeting Agenda and Minutes \$2,180 per month for 9 months	LS	\$ 19,620.00
2	Quality Management <i>Deliverables:</i> -Data compilation, calculations, report, and other deliverables oversight and evaluation \$1,240.00 per month for 9 months	LS	\$ 11,160.00
3	Draft and Final Application – Level Package <i>Deliverables:</i> - Draft and Final DWSRF Program Loan Application PDF	LS	\$11,520.00
4	Draft Planning – Level Package <i>Deliverables:</i> - Draft planning package	LS	\$ 35,680.00
5	Environmental Information Document <i>Deliverables:</i> - Environmental information document	NTE	\$ 15,750.00
6	Final Planning-Level Package <i>Deliverables:</i> - Final planning package	LS	\$ 16,000.00
EXTENDED TOTAL - TASKS 1 THROUGH 6			\$109,730.00

Not-to Exceed: Consultant must provide a breakdown for all authorized positions to perform services under this SA. The breakdown must identify the employee's name, date, time, and description of work they were performing on this SA. City will not process invoice for payment until this documentation is received.

ARTICLE 6 - MISCELLANEOUS

1. The CONSULTANT agrees to and understands the CITY's Change Order Policy in accordance with the Agreement. In the event the CONSULTANT begins work on unauthorized changes to scope prior to receiving a signed

Change Order by the City's appropriate level of authority, they do so at their own expense and risk not being compensated by the CITY for performing unauthorized work.

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

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

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

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

CITY OF PUNTA GORDA

CAROLLO ENGINEERS, INC.

BY: _____

BY: Laura Baumberger

Print: _____

Print: Laura Baumberger

WITNESS: _____

WITNESS: 

ADDRESS FOR GIVING NOTICES:

Procurement Office
326 West Marion Avenue
Punta Gorda, FL 33950

ADDRESS FOR GIVING NOTICES:

301 North Cattlemen Rd, Suite 302
Sarasota, FL 34232

SPECIFIC AUTHORIZATION #31

SAHM FUNDING APPLICATION AND PLANNING-LEVEL SUPPORT

CITY OF PUNTA GORDA

SCOPE OF SERVICES

BACKGROUND AND PURPOSE

The City of Punta Gorda (City) plans to construct an expansion of their brackish groundwater wellfield and reverse osmosis (RO) water treatment plant (WTP), which is collectively referred to as “the Project” throughout this specific authorization (SA). The Project received funding for the planning, design, and construction under the Supplemental Appropriations for Hurricanes Helene and Milton (SAHM) Program through the Florida Department of Environmental Protection (FDEP) for a total of \$35,139,169 in funding with 50% (\$17,569,584) being provided as principal forgiveness and 50% (\$17,569,584) being provided as a 0% interest loan.

The purpose of this SA is to authorize Carollo Engineers, Inc. (Carollo) to assist the City in preparing the application and planning-level materials for the SAHM program to secure the funds awarded for the Project. The main need and benefit of the Project is to provide for the projected increases in water demand within the City’s service area and improve overall resiliency to natural disasters by increasing the water supply that can be provided by the groundwater wellfield and RO WTP since their surface water supply is more susceptible to impacts from natural disasters such as hurricanes.

The SAHM application process will be unique due to the nature of the appropriated funds. The appropriation was provided as direct disaster relief funding from Congress to the Environmental Protection Agency (EPA) who provided the funds to the FDEP. As such, the SAHM funding has specific requirements, one being that all awards must have only one agreement, which will encompass planning, design, and construction funding. As is the case, the following application-level components will be required at the initial submission date of March 12, 2026.

APPLICATION LEVEL

- DWSRF Program Loan Application
 - Includes project information, schedule, and cost as well as an approving resolution, financial projections and pledged revenues for loan portion of award.
- Required attachments:
 - Approving Resolution
 - Legal Opinion
 - Supporting financial information (as needed)

After submission of the application, the following components will be required throughout the implementation of the planning, design, and construction activities. It is critical to note that before funds can be released at each step, all documents required in the previous step must be approved.

PLANNING LEVEL

- Facilities Plan compliant to the FDEP Planning Review Checklist and the Planning Review Checklist – SAHM Supplemental
 - Includes crosswalk of reports and supplemental details on project information, need and justification, demand projections, alternatives analysis with associated lifecycle and cost analysis, baseline environmental review, flood risk assessment, financial feasibility, public participation details, and hurricane impact data.
 - Required attachments
 - Approving Resolution
 - Public Participation Certification
 - Useful Life Certification
 - Supporting financial information (as needed)
- Business Plan
 - Includes financial information about repayment of loan portion of award including water rate revenue, cash flow, liens, revenues and debt service, system and managerial details,
 - Required attachments
 - User charge ordinance
 - Supporting financial information (as needed)
- EPA Pre-Award Compliance Form 4700-4
 - Includes Federal civil rights and nondiscrimination compliance and policy details
- Federal Funding Accountability and Transparency Act (FFATA) Form
 - Includes project information and executive compensation information

DESIGN LEVEL

- One set of complete biddable plans, technical specifications, and contract front end documents will be submitted for review by FDEP and approval. They must be in alignment to the Plans and Specs Review Checklist with the Supplementary Conditions included.
- Required attachments
 - Cost and Effectiveness Certification
 - Site Certification
 - Construction permits

PRE-CONSTRUCTION

- Prior to the release of construction funding bid/procurement approval is required. Upon bid/procurement approval, the solicitation can be opened. When contractor selection occurs the documents in the Bid Submittal Checklist must be submitted for each contractor/contract.
 - Required attachments:
 - Department Certification
 - Minority and Women's Business Enterprise (M/WBE)
 - Certification; Certification of Contractors insurance and bonding
 - Professional Services Procurement Certification (CCNA)
- FDEP will review all submitted documentation and request additional information if necessary. Upon approval they will generate an Authority to Award letter approving the contract and allow for proceeding with construction. Upon this action each contractor/contract documents as follows are submitted:
 - Required attachments:
 - Copy of the Notice To Proceed (NTP) for each contract.
 - Copy of the executed contract between the sponsor and contractor, for each contract.
 - Certification of contractor's bonding and insurance or copies of payment and performance bond, if not previously submitted, for each contract.

The Application-Level and Planning-Level work described above will be performed by Carollo under this specific authorization.

The Design-Level and Pre-Construction materials will be developed under subsequent SAs.

SCOPE OF SERVICES

Carollo will assist the City with the Application-Level and Planning-Level tasks to obtain the SAHM funding for the Project. The outcome of the Application-Level work will be a submittal-ready SAHM application including applicable forms and materials, supplemental documentation, and responses to FDEP's requests for additional information (RAIs). The outcome of the Planning-Level work will be a facility plan, business plan, and assistance with other forms and documents outlined above.

Carollo will perform the following Scope of Services to complete this work.

Task 1 – Project Management, Meetings, and Communication

Carollo will provide overall project management, including staffing assignments, communication with City, coordination of subconsultants, budget tracking, schedule control, and invoicing. A kickoff meeting will be held with City staff along with up to five project progress meetings to monitor progress, address questions, and review interim findings. A kickoff meeting will also be held with the City and FDEP staff. These meetings will be held virtually on MS Teams.

Task 2 – Quality Management

Carollo will coordinate and perform quality assurance and quality control (QA/QC) for all technical deliverables. QA/QC will include a review of data compilation, calculations, and report and other deliverables to confirm they meet the project requirements. A quality manager will oversee this QA/QC and will evaluate each deliverable before submitting to the City and FDEP.

Task 3 – Draft and Final Application-Level Package

Carollo will coordinate with the City to prepare and support in the submission of the Drinking Water State Revolving Fund (DWSRF) Program Loan Application in alignment with FDEP SRF requirements. Carollo and the City will coordinate with FDEP regularly to confirm and complete all materials in the appropriate manner by the established FDEP deadlines.

- DWSRF Program Loan Application
 - Includes project information, schedule, and cost as well as an approving resolution, financial projections and pledged revenues for loan portion of award.
 - Required attachments:
 - Approving Resolution
 - Legal Opinion
 - Supporting financial information (as needed)

Task 4 – Draft Planning-Level Package

Carollo will coordinate with the City and subconsultant to prepare materials to compile a comprehensive Planning-Level package that meet's FDEP's requirements. The Draft will be submitted for the City's review and comment.

The Draft Planning-Level package will include the following (in addition to the Environmental Information Document to be completed as part of Task 5):

- Facilities Plan compliant to the FDEP Planning Review Checklist and the Planning Review Checklist – SAHM Supplemental
 - Includes crosswalk of reports and supplemental details on project information, need and justification, demand projections, alternatives analysis with associated lifecycle and cost analysis, baseline environmental review, flood risk assessment, financial feasibility, public participation details, and hurricane impact data.
 - Required attachments
 - Approving Resolution
 - Public Participation Certification
 - Useful Life Certification
 - Supporting financial information (as needed)

- Business Plan
 - Includes financial information about repayment of loan portion of award including water rate revenue, cash flow, liens, revenues and debt service, system and managerial details,
 - Required attachments
 - User charge ordinance
 - Supporting financial information (as needed)
- EPA Pre-Award Compliance Form 4700-4
 - Includes Federal civil rights and nondiscrimination compliance and policy details
- Federal Funding Accountability and Transparency Act (FFATA) Form
 - Includes project information and executive compensation information

Task 5 – Environmental Information Document

The subconsultant shall support the environmental review process required for the FDEP SAHM planning-level package for the Project. Services will include providing information necessary for FDEP's preparation of the Environmental Information Document (EID) and completing FDEP's Section IV Environmental Review of the Facility Plan Review Checklist. The subconsultant will coordinate with FDEP regarding project-specific environmental review requirements, including identification of any applicable mitigation measures. The review will address the proposed improvements within the existing, developed site and will document compliance with SRF environmental review requirements as part of the Project's planning process.

Task 6 – Final Planning-Level Package

Carollo will update the documents and forms in the Planning-Level package per City comments. Once finalized, Carollo will coordinate with the City to submit all final planning-level required documentation (listed in Task 4 above). As the planning-level required documentation will vary on submission date due to the nature of the loan agreement, Carollo and the City will coordinate with FDEP regularly to complete all final materials in the appropriate timing and manner.

Application materials prepared by Carollo and/or the City will be submitted to FDEP. Following FDEP review, edits to documents may be requested by FDEP. Carollo will review all requests and update in coordination with the City. Any documents requiring adjustments will be resubmitted. Carollo will also assist the City in preparing responses to RAIs issued by FDEP.

PROJECT DELIVERABLES

The deliverables to be provided in this SA include the following:

- Task 1 – Meeting agenda and minutes (electronic pdf)
- Task 2 – No deliverables to the City
- Task 3 – Draft and Final DWSRF Program Loan Application (electronic pdf)
- Task 4 – Draft Planning-Level Package (electronic pdf)
- Task 5 – Environmental Information Document (electronic pdf)
- Task 6 – Final Planning-Level Package (electronic pdf)

ASSUMPTIONS AND CITY RESPONSIBILITIES

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

The following assumptions and City responsibilities apply to this project:

- The City shall furnish Carollo available studies, reports, and other data pertinent to Carollo's services; obtain or authorize Carollo to obtain or provide additional reports and data as required; furnish to Carollo services of others required for the performance of Carollo's services hereunder, and Carollo shall be entitled to use and rely upon all such information and services provided by the City or others in performing Carollo's services under this Work Assignment.
- In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, Carollo has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Carollo makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Carollo's opinions, analyses, projections, or estimates.
- Notwithstanding any contrary provision in the Agreement, Carollo shall perform the Services as expeditiously as is consistent with the standard of care.
- The City will provide all required information within the timeframe established in the schedule obtained in the Scope of Services. The schedule is based upon timely receipt of financial information and other supporting documentation, which will be provided based on a reasonable, mutually agreed upon timeframe.
- The City will review and comment upon deliverables within two weeks of receipt.
- The City shall attend all meetings to maintain the progress of the project.
- Services to support Design-Level and Pre-Construction activities are not included.

BUDGET AND PAYMENT

The method of payment for this project is lump sum or time and materials by task for a total of \$109,730.00. Tasks 1 and 2 will be billed lump sum at set monthly rates of \$2,180.00 and \$1,240.00, respectively, with Tasks 3, 4, and 6 billed lump sum upon completion, respectively. Task 5 shall be on a time and materials basis for a maximum-not-to-exceed amount of \$15,750.00. The City shall pay Carollo in monthly installments based upon monthly progress reports and invoices submitted by Carollo for services incurred.

Exhibit A provides a breakdown of the fee by task and personnel.

SCHEDULE

The project will be completed over a period of nine months in alignment with the FDEP required schedule for SAHM funding.

City of Punta Gorda
SA #31 SAHM Funding Application and Planning-Level Support



INTEROFFICE MEMORANDUM

To: Steve Adams, Tom Spencer, Kristin Simeone and Melissa Reichert
From: Anne Heinen, Procurement Manager
Date: March 4, 2026
Subject: Recommendation for Award – B2025148/SA31 – SAHM Funding Application and Planning Master Agreement U2018107/ENG-WATERSUP/1920

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

Staff requested a proposal based on the negotiated hourly rates from Carollo Engineers Inc., to assist the City with preparing the application for funding and planning level materials for the Supplemental Appropriations for Hurricanes Helen and Milton (SAHM) Program through the Florida Department of Environmental Protection (FDEP). Total funding is \$35,139,169 with 50% provided as principal forgiveness and 50% as a 0% loan.

The main benefit is to provide for projected increases in water demand and improve resiliency to natural disasters. The total cost of this authorization is ~~\$108,130.00~~. The project will be completed over a period of nine months in alignment with the FDEP required schedule for funding. \$109,730.00

Funding: Account # 41184225336502 Project Code # WTP-ROX
☒ Funds available ☐ Funds not available/transfer required ☐ Funds not available/to be appropriated

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

Steve Adams Concur X Non-Concurrence _____ Date 3-5-26
Steve Adams, Utility Engineering Manager

Tom Spencer Concur X Non-Concurrence _____ Date 3/5/26
Tom Spencer, Utilities Director

Kristin Simeone Concur X Non-Concurrence _____ Date 3/5/26
Kristin Simeone, Finance Director

Melissa Reichert Concur X Non-Concurrence _____ Date 3/5/2026
Melissa Reichert, City Manager

**CITY COUNCIL
CITY OF PUNTA GORDA
03/25/2026**

REGULAR AGENDA

Title: City Council Travel Policy: Community Events

Funds: Not applicable.

Recommended Action: Direction to staff regarding any desired changes.

Summary: At the January 29, 2026, City Council meeting, discussion of the use of City funds to purchase tickets for City Councilmembers to attend community events was requested. Section 2 of the City Council Travel Policy, available in Exhibit 1 below, details sourcing of funds and authorization for their use for community events.

Department/Division: City Clerk

EXHIBITS:

1. [Council Travel Policy](#)

OVERNIGHT AND LOCAL TRAVEL REIMBURSEMENT

Purpose: To establish travel reimbursement rates and procedures for overnight and local travel applicable to all elected and appointed officials of the City of Punta Gorda.

Scope and Applicability: Travel expenses shall be limited to those expenses necessarily incurred in the performance of a public purpose authorized by law.

Allocation of Funds: Funding shall be included annually in the budget for travel expenses.

Authority to Incur Travel Expenses: All travel will be conducted pursuant to authorized annual budget allocations. Members of the City Council and appointed officials may approve his or her travel expenses.

Travel account funds may only be used when the travel is directly related to City business, when a Councilmember or appointed official is representing the City of Punta Gorda, or when attending training.

Out-of-state travel must be approved by a majority vote of the City Council prior to incurring any expenses.

Reimbursement: Expenses incurred should be submitted to Finance on a Travel Expense Authorization and Report form within ten days following the date of return. Forms must be supported by documentation, including event flyers, conference schedules, maps depicting mileage, paid hotel folios, meal receipts, etc.

The City will reimburse 100% of the cost for meals (including tax and a reasonable tip), when travel requires an overnight stay out of the area (more than 30 miles from the City limits). A reasonable meal tip is defined as up to 20% of the total meal price. Detailed meal receipts are required to receive reimbursement.

No reimbursement can be made for any meal included in a seminar or conference registration fee paid by the City, even if the traveler decides for personal reasons not to eat the meal. A continental breakfast is considered a meal if included in the registration fee. Generally, meals included as part of a conference are noted in the brochure or agenda. A continental breakfast included with the price of a hotel room is not considered a meal.

An advance of funds for mileage for overnight travel can be requested by submitting a City Travel Expense Authorization and Report at least ten days prior to departure for the Finance Department to accommodate the request.

Any portion of a travel advance not spent or not necessary during travel must be returned to the City.

Payment of advances and reimbursements will be made through the closest payroll to travel upon submission of a completed Travel Expense Authorization and Report form and all necessary backup documentation.

Lodging:

Hotel room charges must be made by use of a City check or credit card to avoid Florida Sales Tax charges. A receipted bill is required. Personal credit cards may not be used to purchase lodging as it invalidates the City's tax exemption certificate. The City is not able to reimburse Sales Tax charges.

A copy of the City's tax exemption certificate must be presented to the hotel at the time of check-in. Copies of the tax exemption certificate may be obtained by contacting the Finance Department. It is the traveler's responsibility to ensure that taxes (within Florida) are not charged to the City.

To reserve a credit card for travel out of the area, the Finance Department should be contacted as far in advance as possible. City credit cards may only be used for payment of hotel room charges and mandatory parking fees.

Group Travel: If traveling as a group, it is permissible for one Councilmember to use a department card to pay for rooms for all other Councilmembers that do not have a City issued credit card. However, when the expense report is completed, the room charges must be included on the expense report of the person occupying the room.

An overnight stay within 30 miles of the City or the traveler's home (whichever is closer to the destination) shall not be reimbursed.

Incidental Expenses: All expenses, including meals, must be substantiated by paid receipts. Use of a City credit card may not be used for meals, fuel, non-mandatory valet parking or any other incidental expenses, even if they are reimbursable travel expenses.

The following incidental travel expenses incurred by the traveler are authorized when receipts are provided:

1. Meals (detailed receipts must identify cost of the meal);
2. Taxi fares;
3. Tolls;
4. Parking;
5. Communication expense for official City business;
6. Reasonable (\$1 to \$2 per bag) tips for luggage handling (no receipt required).

The following other/incidental expenses shall not be reimbursed:

1. Liquor or alcoholic beverages
2. Personal entertainment

3. Expenses of spouse, family or other persons
4. Snacks, meals or beverages other than the meal allowance
5. Laundry or dry-cleaning
6. Airline insurance
7. The use of personal frequent flier miles
8. Any other expenses not related to City business

Transportation: All methods of travel should be by a convenient and usually traveled route.

Mileage: Travel by privately owned vehicles shall be reimbursed for mileage at a fixed rate equal to the Internal Revenue Service allowable rate, which can be found at www.gsa.gov. The distance is to be computed from point of origin to point of destination based on the shortest practicable and usually traveled route. Reimbursement for expenditures related to the operation, maintenance and ownership of a vehicle shall not be allowed when privately owned vehicles are used on public business and reimbursement is made pursuant to this paragraph.

Local Mileage: Councilmembers receiving a fixed monthly automobile allowance shall not be expected to use their private vehicles for cross-country trips of over 60 miles round trip without additional compensation.

Reimbursement for mileage shall be submitted on the City's Travel Expense Authorization and Report form.

Rental Car: May be used by traveler if absolutely necessary. Traveler will be reimbursed for gas (as opposed to mileage). Receipts for gas purchases will be required.

Taxi Fare: Taxis include ride provision services such as Uber, Lyft, etc.

Air travel: All air travel shall be by the most economical fare and documented with a receipt.

Miscellaneous Provisions:

1. Actual expenses should be submitted on the City Travel Expense Authorization and Report Form within ten days of return from a trip.
2. At no time may frequent flyer points, hotel rewards or bonuses of any kind be accumulated for personal use.
3. When a spouse or other family member attend a conference or meeting, none of their expenses shall be borne by the City. These expenses may not be charged to the City either through a credit card or an advance.

SECTION 2: COMMUNITY EVENTS

Allocation of Funds: Funding shall be included annually in the City Council's travel budget for costs associated with attending local community events.

Authority to Incur Travel Expenses: All expenditures will be pursuant to authorized annual budget allocations. Each member of the City Council may approve his or her expenses but shall not exceed the authorized annual budgeted amount. Members who exceed the budgeted amount may request additional funds, such request to be approved by City Council.

Funds from the City Council's travel account may be used to attend events when the Councilmember is representing the City of Punta Gorda in an official capacity.

Expending City funds to make donations to any business, organization, group or individual is prohibited.

Submission of receipts for attending community events are required to obtain reimbursement. Alternatively, the City Clerk's Office can assist by making advance reservations utilizing a City credit card.

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**CITY COUNCIL
CITY OF PUNTA GORDA
03/25/2026**

REGULAR AGENDA

Title: AI Governance Policy

Funds: Not applicable.

Recommended Action: For council review and approval of policy.

Summary: Presentation and consideration of an Artificial Intelligence (AI) Governance Policy to guide the responsible use of AI technologies within City operations.

Draft policy is comprised of four components: Public Friendly Summary of the City's AI Principles, Artificial Intelligence Policy, Employee Quick Reference Guide for Using Artificial Intelligence, and AI Content as Public Records.

Department/Division: City Clerk

EXHIBITS:

-
1. [Draft Artificial Intelligence Governance Policy](#)
 2. [AI and Our City Presentation](#)
-



(Public-Friendly Summary of the City's AI Principles)

City of Punta Gorda – Our Commitment to Responsible AI

The City of Punta Gorda is exploring the use of Artificial Intelligence (AI) to improve services, enhance efficiency, and support our employees and residents. We believe AI should be used in a **responsible, safe, and transparent** way that strengthens public trust.

This summary outlines the principles guiding how we use AI in your local government.

1. Transparency

Residents deserve to know **when and how** AI is used.

The City will clearly communicate AI systems used in public services and ensure decisions remain understandable and explainable.

2. Accountability

AI does not replace people.

City staff retain responsibility for decisions, services, and outcomes — even when AI assists in the process.

3. Fairness & Equity

AI must treat everyone fairly.

We are committed to using tools that minimize bias and avoid discrimination, ensuring equitable treatment of all residents.

4. Privacy & Security

Protecting your information is a top priority.

The City will only use AI systems that safeguard personal data, follow Florida law, and meet cybersecurity standards.

5. Purpose-Driven Use

AI will only be implemented when it clearly benefits the community — such as improving response times, analyzing trends, or simplifying access to services.

6. Human Oversight

All important decisions will continue to involve trained City employees.

AI may support our staff, but **humans remain in control**.

7. Safety

The City will not use AI in ways that put the public at risk or compromise safety, rights, or trust.

8. Ongoing Evaluation

AI will be reviewed regularly to ensure it is working properly, safely, and in alignment with community values. Systems may be updated, adjusted, or discontinued if concerns arise.

9. Open Communication

The City welcomes questions, feedback, and public dialogue about our use of AI.

Our goal is to ensure residents understand these tools and feel confident in how they are used.

In Short:

AI will help us serve you better, but never at the cost of transparency, fairness, or trust.

The City will use AI carefully, responsibly, and with the community at the center of every decision.

City of Punta Gorda – Artificial Intelligence (AI) Policy

1. Purpose

The purpose of this policy is to establish foundational principles, expectations, and operational guidelines for the responsible use, procurement, deployment, and oversight of Artificial Intelligence (AI) technologies within the City of Punta Gorda.

This policy aims to ensure that AI:

- Improves service delivery and operational efficiency
- Protects resident privacy and civil liberties
- Maintains transparency, accountability, and public trust
- Aligns with City values, legal requirements, and ethical standards

2. Scope

This policy applies to:

- All City departments, divisions, and personnel
- Contractors, consultants, and vendors deploying or using AI on behalf of the City
- Any AI tools, systems, analytics platforms, or automated decision-making technologies used to support City operations

3. Definitions

Artificial Intelligence (AI):

Systems or tools that perform tasks normally requiring human intelligence, including but not limited to natural language processing, predictive analytics, machine learning, image recognition, automated decision support, or autonomous actions.

Automated Decision-Making System (ADMS):

AI systems that provide recommendations or make decisions that affect City operations, employees, or residents.

Generative AI:

Artificial intelligence is designed to produce output, especially text or images, normally requiring human intelligence, typically by applying machine learning techniques to large collections of data.

High-Risk AI:

Any AI system can significantly impact public safety, individual rights, eligibility decisions, financial outcomes, or critical infrastructure.

4. Guiding Principles

All AI use by the City shall be:

4.1 Transparent

Residents and staff should know when and how AI is used. Systems that significantly influence decisions must include explainable logic where possible.

4.2 Ethical & Fair

AI tools must be designed and used to reduce bias, avoid unfair discrimination, and treat all individuals equitably.

4.3 Secure & Privacy-Protective

AI must comply with applicable laws, City cybersecurity policies, and data privacy requirements. Only appropriate data should be used.

4.4 Accountable

Human oversight is required for all AI activities. Departments remain responsible for outcomes even when AI assists in decision-making.

4.5 Purpose-Driven

AI should be implemented only when it has a defined benefit, clear use case, and measurable performance criteria.

4.6 Safe

The City will not deploy AI systems that compromise public safety or operate without adequate testing, controls, or risk mitigation strategies.

5. Allowed Uses of AI

Use of AI is permitted when:

- It increases efficiency, accuracy, or service quality
- It supports internal operations such as data analysis, routine automation, or customer service
- It does not substitute for human judgment in high-risk or sensitive decisions
- It complies with this policy and receives appropriate review/approval

6. Prohibited Uses of AI

The City shall **not** use AI for:

- Unlawful surveillance or monitoring
- Automated decisions that affect rights, access, benefits, or employment without human review
- Law enforcement facial recognition (unless explicitly approved by Council or State law)

- Any activity that compromises civil liberties, safety, or trust
- Uses that the City cannot properly secure, audit, or explain

7. Governance Structure

7.1 AI Governance Committee

The City will establish an **AI Governance Committee** consisting of representatives from:

- City Manager's Office
- Legal
- IT / Systems Analyst
- Human Resources
- Public Safety (as needed)
- Additional departmental stakeholders related to use cases

Responsibilities include:

- Reviewing proposed AI use cases
- Maintaining an inventory of AI tools
- Monitoring compliance
- Recommending policy updates
- Evaluating risks and benefits
- Assessing vendor claims and technical standards

7.2 Departmental Responsibilities

Departments intending to use AI shall:

- Submit an AI Use Case Proposal to the Governance Committee
- Identify data requirements and risk impacts
- Ensure appropriate training for staff
- Maintain documentation for audits
- Monitor system performance and outcomes

8. Procurement & Vendor Requirements

Any AI system must meet the following standards:

- Compliance with all applicable state, federal, and City regulations
- Clear disclosure of how the system works and what data it uses
- Demonstrated mitigation of bias and security risks
- Ability for the City to audit performance and system logs
- Service-level agreements that guarantee support, updates, and explainability

- No “black box” tools in high-risk decision scenarios

9. Data Management & Security

AI projects must follow City cybersecurity standards and:

- Use only approved datasets
- Implement encryption for data in transit and at rest
- Maintain audit logs
- Comply with retention schedules
- Prevent unauthorized access or model manipulation
- Avoid sending confidential or protected information to unapproved external AI tools

10. Human Oversight & Decision Rights

AI tools may assist with analysis, recommendations, or workflow automation, but:

- Humans retain final decision-making authority
- Employees must understand AI limitations
- High-risk decisions require manual verification
- Departments must provide a clear escalation path when AI outputs appear incorrect or unsafe

11. Training & Staff Readiness

The City will provide training to ensure staff:

- Understand appropriate AI use
- Recognize risks (bias, privacy, misinformation, automation errors)
- Know how to review AI outputs for accuracy
- Follow required approval, procurement, and reporting procedures

12. Transparency & Public Communication

The City will:

- Maintain a public-facing description of AI systems used in City operations (where appropriate)
- Provide residents with information explaining how AI supports services
- Offer a mechanism for questions, complaints, or appeals related to AI-assisted decisions

13. Monitoring, Evaluation & Auditing

AI systems, especially high-risk systems, shall be subject to ongoing monitoring to ensure:

- Accuracy
- Performance against benchmarks

- Bias and fairness checks
- Security vulnerabilities
- Compliance with this policy

The Governance Committee will conduct periodic reviews.

14. Incident Management

Any malfunction, security incident, or unintended outcome involving AI must be:

- Reported immediately to IT and the Governance Committee
- Investigated to determine root cause
- Documented with corrective actions
- Communicated to stakeholders as needed

15. Policy Review & Updates

This policy shall be reviewed annually or sooner if:

- New laws or regulations require updates
- New uses of AI emerge
- Risks or operational lessons indicate revisions are needed

City of Punta Gorda – Employee Guide for Using Artificial Intelligence

Purpose:

This quick-reference guide helps City employees safely and responsibly use AI tools (such as ChatGPT, Microsoft Copilot, vendor AI add-ons, and automated systems) while protecting City data, residents, and operations.

✓ DO — Appropriate Use

Employees **may use AI** for tasks such as:

- Drafting emails, summaries, reports, and social media concepts
- Brainstorming ideas, outlines, and communications
- Improving clarity or rewriting content you already created
- Automating routine, repetitive tasks (when approved)
- Analyzing non-sensitive datasets
- Enhancing customer service (chatbots, workflows, etc.) with department approval

Always:

- Review and edit AI outputs before using them
- Ensure content aligns with City policies and public expectations
- Disclose when significant content is AI-assisted (if appropriate for the context)

✗ DO NOT — Prohibited Use

Employees **may NOT** use AI to:

- Upload or share **confidential, personal, or sensitive information**
- Enter data protected by law (HIPAA, CJIS, PCI, FERPA, HR files, police info, etc.)
- Make final decisions that impact residents or employees without human review
- Perform surveillance or identify individuals
- Create content that represents itself as official policy without approval
- Use unapproved AI tools for City business
- Replace professional judgment, legal review, or required workflows

Be Careful — Areas Requiring Caution

- AI may generate incorrect, biased, or misleading information
- AI outputs must be fact-checked before being shared or published
- Employees are responsible for content they submit or distribute
- Always consider public records implications - AI messages may be subject to retention laws

Data Safety Requirements

When using AI:

- Use City-approved platforms whenever possible
- Avoid uploading documents containing names, addresses, account numbers, or internal system data
- Do not enter incident reports, case files, or personnel matters
- Follow IT security guidelines for passwords, access, and sharing
- Contact IT if unsure whether content is safe to input

Approval & Reporting

Before implementing AI-based tools, systems, or automated decision-making:

- Obtain approval through the **AI Governance Committee**
- Work with IT for procurement, data review, and security evaluation
- Report any errors, suspicious output, or policy concerns immediately

Need Help?

Contact **IT** or your department director.

When in doubt, **ask before you use AI.**

Public Records & Artificial Intelligence (AI)

1. Purpose

This section establishes how the City will treat Artificial Intelligence (AI) inputs and outputs in accordance with Florida's public-records laws and all applicable state and federal regulations.

2. AI Content as Public Records

AI interactions - including prompts, uploaded documents, attached files, chat history, generated text, images, recommendations, and other AI-produced outputs - **may qualify as public records** if they are created, used, or received during official City business.

AI content will be treated with the same level of care as email, written correspondence, drafts, and other forms of communication generated while performing City duties.

3. Prohibition on Entering Exempt or Confidential Information

Employees must **not** input, upload, paste, or otherwise provide any **exempt, confidential, sensitive, or restricted information** into an AI tool unless the tool is explicitly approved for such use by the City's IT Department.

Prohibited content includes, but is not limited to:

- Social Security numbers
- Medical or HIPAA-related information
- Law enforcement or security-sensitive data
- Personnel records not subject to disclosure
- Attorney - client privileged material
- Critical infrastructure details
- Any information protected under Florida Statutes (e.g., §§119, 501, 282, etc.)

Employees are responsible for understanding what data is exempt and must consult their supervisor, City Clerk, or IT Department when uncertain.

4. Retention and Records Management

AI-generated records will be **retained and disposed of** according to the appropriate Florida Department of State General Records Schedules.

If an approved AI platform stores or logs data externally, the City will:

- Maintain documentation of the system
- Ensure retention meets state requirements
- Ensure deletion aligns with City retention schedules

- Ensure records are retrievable upon request

The City Clerk remains the official custodian of City records, including AI-generated content.

5. Transparency and Public Access

When an AI interaction qualifies as a public record and is retained by the City, it will be **subject to public inspection** unless it falls under a lawful exemption.

Should a public-records request include AI content:

- The City will review the material
- Redact exempt information
- Produce the record in an accessible format
- Document any AI systems used in generating the content, if necessary

6. Acceptable Use and Route of Access

Employees must use only **City-approved AI platforms** for any work-related purpose.

Unapproved AI platforms - including publicly accessible chatbots, browser extensions, or personal AI accounts - **may not be used** to conduct City business.

All City-approved AI tools must provide:

- Appropriate logging and audit control
- Data-security measures
- Administrative oversight
- Ability to support public-records compliance

7. AI Drafts and Work Product

AI-generated drafts, notes, summaries, or other intermediate materials may also qualify as public records if used in the development of City business.

If an AI tool generates drafts that are **not retained** or **explicitly discarded**, those may be considered non-records; however, if the content is saved, referenced, transmitted, or incorporated into City work, it becomes subject to public-records requirements.

8. Responsibility and Enforcement

Employees are responsible for:

- Complying with public records laws
- Using AI tools appropriately
- Protecting confidential and exempt information
- Following retention and documentation procedures

Failure to comply may result in corrective action, up to and including disciplinary measures consistent with City policies and applicable laws.

Artificial Intelligence and Our City

Establishing Guardrails via Policy



Artificial Intelligence is becoming part of everyday life.

The City of Punta Gorda is taking a careful, transparent approach to using AI - always with people, privacy, and trust at the center.



What do we mean by AI?

- **AI helps analyze information faster**
- **AI can assist with repetitive tasks**
- **AI does not replace City employees**

Policy refers to Human Oversight, Purpose-Driven Use, and Accountability principles



Why the City is Preparing for AI

01

- Drafting internal summaries faster
- Identifying service trends
- Improving response times
- Helping staff focus on residents, not paperwork



Why the City is Preparing for AI

- Technology is becoming mainstream
- Is being integrated with all tools - business and personal

02



Your Protections Come First

01

- Transparency
- Accountability
- Fairness & Equity
- Privacy & Security
- Safety
- Human Oversight

Directly References Sections 4, 9, 10, and 12 of the draft policy

Your Protections Come First

02

- You'll know when AI is used
- A City employee is always responsible
- Your data stays protected
- AI cannot make high-risk decisions alone

01

Directly References Sections 4, 9, 10, and 12 of the draft policy

Where AI Might Support City Services

Operational Efficiency

Customer Service Support

Data Analysis & Planning

Infrastructure & Asset Management

Not every department uses AI—and no AI system is deployed without review.



How Decisions Are Governed

**Governance
Committee**

01

Department leaders make up
Governance Committee

Legal + IT + Leadership Review

02

Legal

**Ongoing
Monitoring**

03

AI Use is reviewed, documented,
and monitored – just like any
other City system



Public Records & Transparency

- **AI content may be a public record**
- **Records are reviewed and redacted when required**
- **Florida law still applies**
- **The City Clerk remains the custodian**

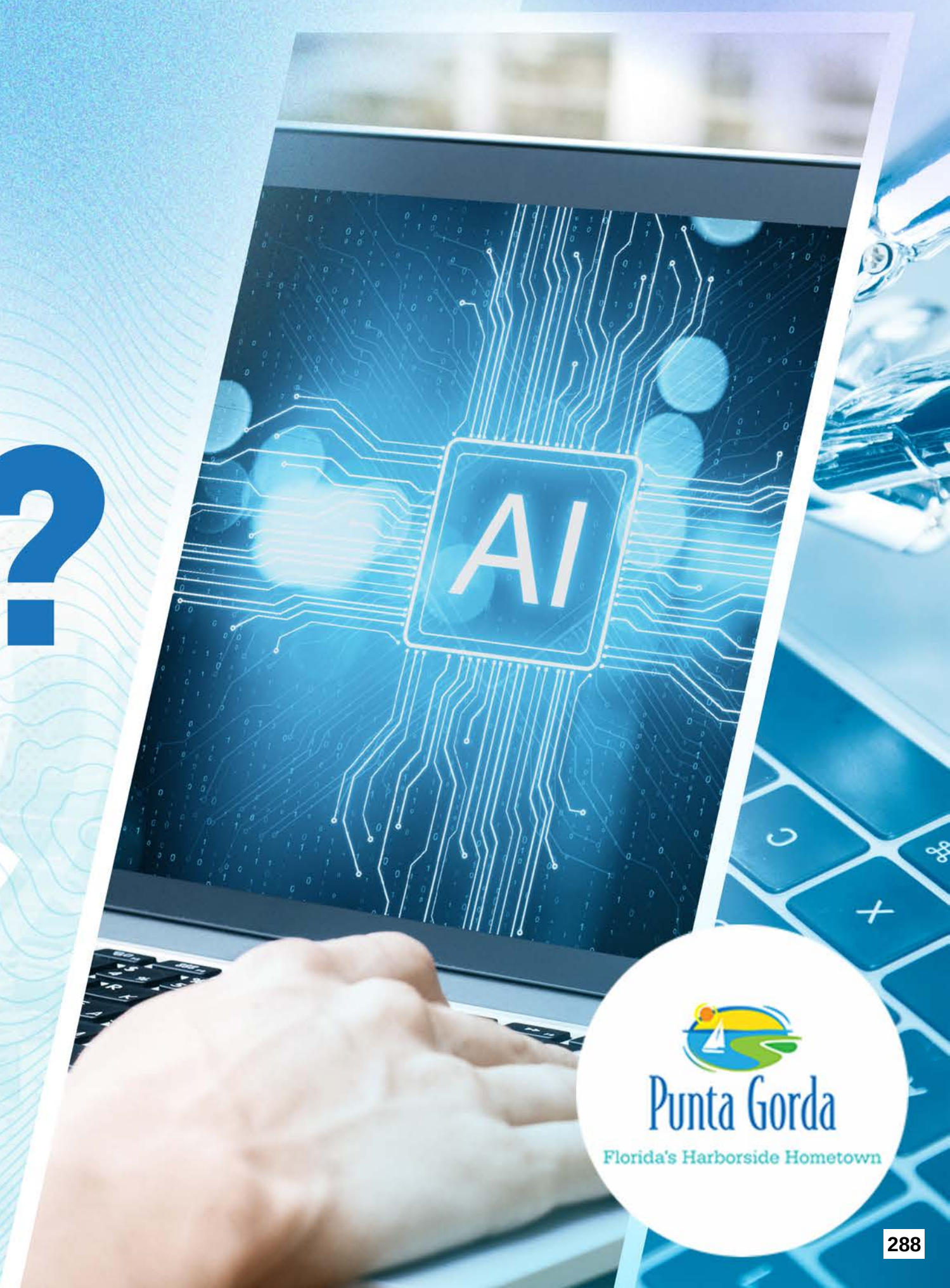
Training & Responsible Use by Employees



AI doesn't replace judgment – training strengthens it.



Questions?



**CITY COUNCIL
CITY OF PUNTA GORDA
03/25/2026**

REGULAR AGENDA

Title: Kayak Services Discussion

Funds:

Recommended Action: Direction

Summary: Direction from Council regarding kayak services.

Department/Division: Urban Design

EXHIBITS:

**CITY COUNCIL
CITY OF PUNTA GORDA
03/25/2026**

REGULAR AGENDA

Title: Fiscal Year 2026-2030 Long Range Financial Plan and Property Tax Reform

Funds: All Funds

Recommended Action: City Council review and discussion.

Summary: The attached information provides the Fiscal Year (FY) 2026 Long Range Financial Plan. The report and ensuing conversation initiates the process towards development of the FY 2027 annual budget. The City will present several updates and conversations over the coming months in order to develop a financial plan for final approval in September 2026. Additionally, the presentation also includes information about proposed property tax reform.

Department/Division: Finance / City Manager

EXHIBITS:

-
1. [2026 Long Range Financial Plan](#)
 2. [2026 Long Range Financial Plan and Property Tax Reform presentation](#)
-

City of Punta Gorda

LONG RANGE FINANCIAL PLAN

Fiscal Years 2026-2030



In January 2008, the City published its first Business Plan which incorporated economic and financial strategies and key performance measures into a single document. In order to augment the financial strategy component of the Plan, a long-range financial plan was developed in January 2009 to assist management in the planning and allocation of resources to achieve City Council's goal of maintaining fiscally responsible decision making within all sectors of the organization. The Plan provided the organization with an opportunity to change or influence current policies and practices before they created critical fiscal strains on the budgetary fabric.

The Fiscal Years 2026-2030 Long Range Financial Plan presents multi-year fiscal forecasts for the City's major fund groups. In addition, the Plan discusses budget issues or items currently known for the upcoming budget year. The current strategic planning process results in a current year management plan, and also strategically on a longer-term vision for the upcoming needs of the City.

Hurricanes continue to impact the City. Hurricane Ian (September 2022), Hurricane Helene (September 2024), and Hurricane Milton (October 2024) recoveries are still in process. The focus on all these recovery efforts while moving forward with planned projects and normal operations has created a challenge for many of the departments and divisions of the City.

Federal and State legislative changes and proposed changes that can impact municipal revenues or create unfunded mandates are to be considered but cause additional strains and uncertainty in the budget process.

This sets the stage for a starting point of discussion and direction in developing the FY 2027 budget while providing a context of how it might affect the future years' forecasts. The Plan is shown in the following format:

Section 1: Major Fund Five-Year Fiscal Forecasts

Section 2: Strategic Planning Process Update

Section 3: Budget Issues

Section 1: Major Fund Five-Year Fiscal Forecasts

Core Level of Service Comparative Analysis

In order to set the stage for review of the City's major fund five-year fiscal forecasts, staff undertook an analysis of how Punta Gorda compares with surrounding jurisdictions in delivering core services in February 2026. The charts below provide a benchmarking analysis of costs to deliver core level of services for eight Southwest Florida municipalities. Services compared include those paid for by property taxes, fees/assessments (sanitation, fire, roads/drainage/stormwater, debt service) and average annual water/sewer bill at estimated 7 thousand gallons per month usage.

The fact that the order may be different is due to service costs being based on flat rate or taxable assessed value which may change the total. Punta Gorda remains competitive with surrounding Southwest Florida municipalities for delivery of its core services.

Basic Tax Fee Comparison Single Family Residential

BASIC TAX/FEE COMPARISON - Single Family Residential

City of Punta Gorda Estimated Millage Rate 3.8686

Based on taxable value of \$250,000	Naples	Mills	Bonita Springs	Mills	Punta Gorda	Mills	Sarasota*	Mills	Venice	Mills	North Port	Mills	Cape Coral	Mills	Fort Myers	Mills
Property Taxes	\$ 307.50	1.23	\$ 211.75	.8470	\$ 967.15	3.8686	\$ 818.25	3.2730	\$ 976.03	3.9041	\$ 944.00	3.776	\$ 1,286.78	5.1471	\$ 1,625.00	6.5000
Water & Sewer (Avg Monthly annualized)	\$ 1,045.44		\$ 1,263.84		\$ 1,331.40		\$ 1,765.56		\$ 2,184.96		\$ 2,290.08		\$ 2,071.80		\$ 2,365.08	
Sanitation (Solid Waste)	\$ 462.48		\$ 358.45		\$ 362.40		\$ 420.60		\$ 302.52		\$ 332.75		\$ 384.25		\$ 240.55	
Fire Service	\$ 0		\$ 486.65	1.9466	\$ 0		\$ 140.40		\$ 0		\$ 338.78		\$ 522.82		\$ 218.00	
Roads/Drainage/Stormwater	\$ 297.36		\$ 50.00		\$ 0		\$ 80.46		\$ 0		\$ 337.09		\$ 156.00		\$ 175.00	
Debt Service	\$ 0		\$ 0		\$ 0		\$ 33.70	0.135	\$ 90.80	.3632	\$ 0		\$ 40.20	.1608	\$ 0	
TOTAL	\$ 2,112.78		\$ 2,370.69		\$ 2,660.95		\$ 3,258.97		\$ 3,554.31		\$ 4,242.70		\$ 4,461.85		\$ 4,623.63	

Based on taxable value of \$500,000	Naples	Mills	Bonita Springs	Mills	Punta Gorda	Mills	Sarasota*	Mills	Venice	Mills	North Port	Mills	Cape Coral	Mills	Fort Myers	Mills
Property Taxes	\$ 615.00	1.23	\$ 423.50	.8470	\$ 1,934.30	3.8686	\$ 1,636.50	3.2730	\$ 1,952.05	3.9041	\$ 1,888.00	3.776	\$ 2,573.55	5.1471	\$ 3,250.00	6.5000
Water & Sewer (Avg Monthly annualized)	\$ 1,045.44		\$ 1,263.84		\$ 1,331.40		\$ 1,765.56		\$ 2,184.96		\$ 2,290.08		\$ 2,071.80		\$ 2,365.08	
Sanitation (Solid Waste)	\$ 462.48		\$ 358.45		\$ 362.40		\$ 420.60		\$ 302.52		\$ 332.75		\$ 384.25		\$ 240.55	
Fire Service	\$ 0		\$ 973.30	1.9466	\$ 0		\$ 140.40		\$ 0		\$ 490.28		\$ 696.32		\$ 218.00	
Roads/Drainage/Stormwater	\$ 297.36		\$ 50.00		\$ 0		\$ 113.16		\$ 0		\$ 337.09		\$ 150.00		\$ 250.00	
Debt Service	\$ 0		\$ 0		\$ 0		\$ 67.40	0.135	\$ 181.60	.3632	\$ 0		\$ 80.40	.1608	\$ 0	
TOTAL	\$ 2,420.28		\$ 3,069.09		\$ 3,628.10		\$ 4,143.62		\$ 4,621.13		\$ 5,338.20		\$ 5,956.32		\$ 6,323.63	

*City of Sarasota Fire Rescue and Stormwater is provided as a non-advalorem assessment by the County.

General Fund

Some of the additional expenditures approved by City Council for FY 2026 included the following:

- Human Resources – department cell phones, specialized recruitment and training, and van rentals for employee onboarding tours.
- City Clerk – a temp administrative assistant and associated office desk and supplies.
- Procurement – reclassification of a lower-level position to a senior purchasing agent.
- Planning and Zoning – increases to travel and per diem, training, and communication services for new employees. Funds for comprehensive planning not budgeted but would use carryover from FY 2025.
- Public Works – an executive assistant, parks & grounds supervisor, (2) janitorial workers, and an engineering tech, FPL rate increases, and capital outlay replacements.
- Public Safety – Police officer bargaining unit still in negotiations, operating increases due to price increases and additional staff added in prior years. Fire added two Firefighters/EMTs, increase to repair and maintenance and funding for a new employee recognition awards ceremony.
- Information Technology – overall increase of 3% to help with smoothing of future projects.

The FY 2026 budget five year fiscal forecast includes the following assumptions: a millage rate of 3.8686 in FY 2026 and no increase in ad valorem revenue through FY 2030, no anticipated increases in taxable property valuations, 0% to 2% increases in shared state revenues and other general fund revenues, estimated grant revenue through FY 2027 for officers, 4% merit wage increases, 6% increases for health insurance, 10% increase for workers compensation, 5% increases for pensions and general liability insurance, 3% increases for all other operating expenditures, capital outlay average of \$1,200,000. The financial plan also includes anticipated personnel/service level enhancements through FY 2030. The fiscal forecast projects us to fall below the minimum reserve amount beginning in FY 2029. In most fiscal years, due to conservative estimating by the City, some additional funds are added at the end of the fiscal year due to additional revenues collected or divisions not fully expending their budget. Identifying additional revenue sources, reviewing the future staffing requests, reducing expenditures and/or service levels will continue to be reviewed.

**General Fund
Proforma Schedule of Revenues and Expenditures
Budget FY 2026 through Proforma FY 2030**

	Budget FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030
Change in Taxable Value of Property	2.3%	0%	0%	0%	0%
Revenues:					
Ad Valorem Tax	\$19,340,100	\$19,340,100	\$19,340,100	\$19,340,100	\$19,340,100
Other Revenue	17,065,430	16,893,075	16,833,060	16,885,395	16,951,820
Total Revenues	36,405,530	36,233,175	36,173,160	36,225,495	36,291,920
Expenditures:					
Personnel Expenditures	25,947,520	27,537,835	29,177,310	30,772,830	32,217,745
Operating Expenditures	8,157,980	8,375,080	8,636,425	8,900,580	9,173,700
Capital Outlay	1,883,200	1,322,280	1,412,280	1,338,000	1,200,000
Transfers for Capital Projects	310,000	560,000	245,000	245,000	245,000
Transfers for Roads	709,000	709,000	709,000	709,000	709,000
Council Contingency	15,000	15,000	15,000	15,000	15,000
Total General Expenditures	37,022,700	38,519,195	40,195,015	41,980,410	43,560,445
Estimated Beginning Reserves	\$15,159,977	\$14,542,807	\$12,256,787	\$8,234,932	\$2,480,017
Estimated Ending Reserves	\$14,542,807	\$12,256,787	\$8,234,932	\$2,480,017	(\$4,788,508)
Minimum Reserve 16.7%	\$6,182,800	\$6,432,800	\$6,712,600	\$7,010,800	\$7,274,600

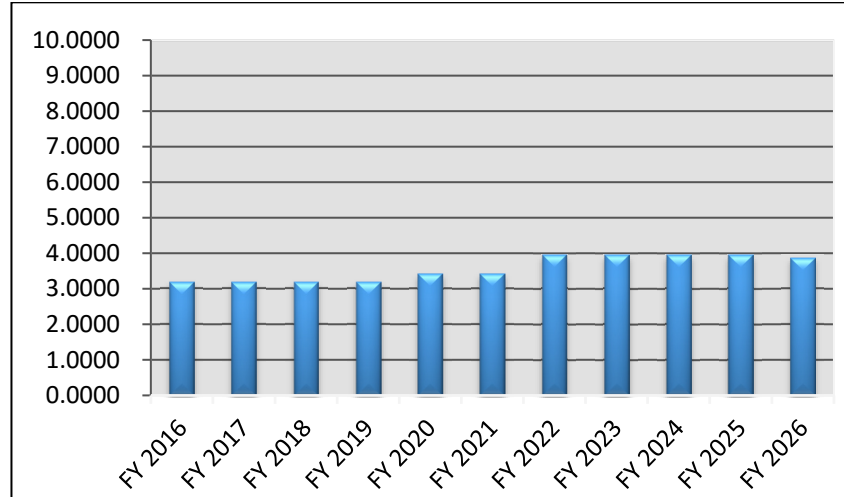
Millage and Taxable Assessed Value

The FY 2026 millage rate is 3.8686 mills. Included in the millage rate is \$709,000 earmarked for the road resurfacing program and the city-wide drainage program which will now be completed by added in-house staffing in the general fund. Future millage rate discussion will address outstanding infrastructure needs, service levels, and other unresolved issues.

**Property Tax Millage Rates
Fiscal Years 2016 - Budget 2026**

A mill is equal to one dollar of tax for each \$1,000 of taxable value. Florida Statutes caps the millage rate at 10 mills.

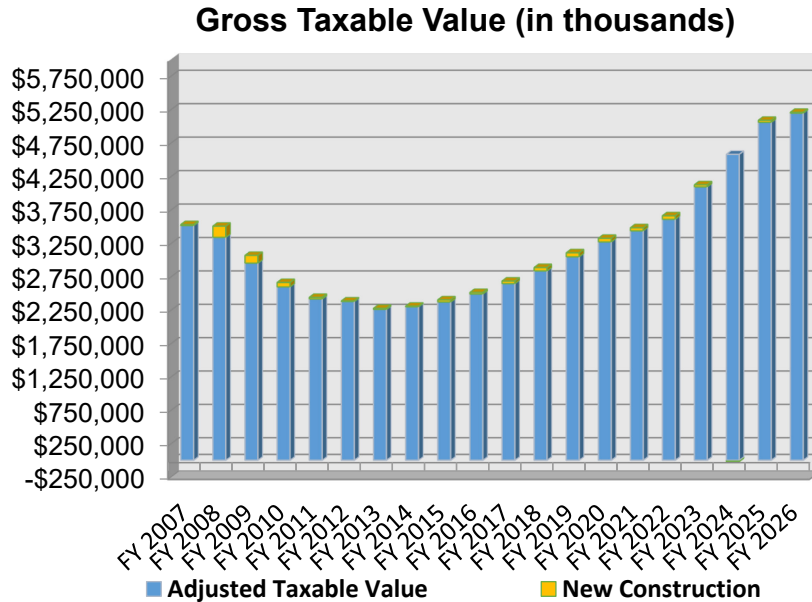
Fiscal Year	Millage Rate
2016	3.1969
2017	3.1969
2018	3.1969
2019	3.1969
2020	3.4337
2021	3.4337
2022	3.9500
2023	3.9500
2024	3.9500
2025	3.9500
2026	3.8686



History of Taxable Property Values

Fiscal Year	Final Gross Taxable Value*	\$ Change from Previous Year	% Change from Previous Year	New Construction	% of Previous Year Gross Taxable Value
2007	\$3,515,560,986			\$13,851,000	
2008	\$3,496,182,626	-\$19,378,360	-0.6%	\$168,546,000	4.8%
2009	\$3,062,265,808	-\$433,916,818	-12.4%	\$115,280,000	3.3%
2010	\$2,646,132,752	-\$416,133,056	-13.6%	\$65,914,000	2.2%
2011	\$2,447,711,910	-\$198,420,842	-7.5%	\$24,317,000	0.9%
2012	\$2,367,768,124	-\$79,943,786	-3.3%	\$7,854,000	0.3%
2013	\$2,270,096,296	-\$97,671,828	-4.1%	\$16,856,000	0.7%
2014	\$2,308,224,076	\$38,127,780	1.7%	\$9,890,893	0.4%
2015	\$2,398,248,062	\$90,023,986	3.9%	\$32,800,312	1.4%
2016	\$2,513,363,249	\$115,115,187	4.8%	\$23,895,443	1.0%
2017	\$2,685,303,159	\$171,939,910	6.8%	\$38,357,930	1.5%
2018	\$2,887,855,644	\$202,552,485	7.5%	\$50,549,762	1.9%
2019	\$3,108,678,379	\$220,822,735	7.6%	\$60,086,894	2.1%
2020	\$3,325,350,916	\$216,672,537	7.0%	\$54,169,154	1.7%
2021	\$3,483,430,722	\$158,079,806	4.8%	\$46,759,746	1.4%
2022	\$3,661,713,042	\$178,282,320	5.1%	\$52,590,453	1.5%
2023	\$4,125,070,957	\$463,357,915	12.7%	\$31,518,237	0.9%
2024	\$4,561,393,197	\$436,322,240	10.6%	-\$18,143,289	-0.4%
2025	\$5,051,387,222	\$489,994,025	10.7%	\$30,767,348	0.7%
2026	\$5,207,551,785	\$119,230,125	2.3%	\$12,210,973	0.2%

*Includes New Construction



The Charlotte County Appraiser’s July 1st certification shows a 2.1% overall increase for properties on the books from the prior year and an additional 0.2% provided by new construction, annexations and changes in exemption for calendar year 2024. This is the thirteenth straight year that property values increased in the City after six consecutive years of declining values (35% decrease from FY 2007 to FY 2013). The net effect of property value changes over the past eighteen years is a cumulative 48.95% increase in taxable values. Protection of Save Our Homes has resulted in a majority of homestead property taxable values being below just values in the current housing market.

Fund Balance

City Council approved reserve objectives to the comprehensive set of financial management policies are below.

- An adequate level of unrestricted fund balance will be maintained so credit rating agencies will recognize the City is in sound financial condition when they evaluate the City’s credit worthiness.
- The City will strive to follow the Government Finance Officers Association’s (GFOA) recommendation for a minimum level of unrestricted fund balance for the General Fund. The GFOA states the unrestricted fund balance for the General Fund should be a minimum of 2 months of operating expenditures, or 16.7%.
- For the General Fund and all other operating funds, except the Utilities Fund, the City will establish an unassigned fund balance minimum of 16.7% of total fund expenditures.
- The City will continue to progress towards achieving a balanced budget, without relying on reserves, excluding one-time expenditures.
- The City should have a prudent level of unrestricted fund balance to protect against the need to reduce service levels or raise taxes and fees due to temporary revenue shortfalls or unexpected one-time expenditures.
- The City should maintain an adequate level of unrestricted fund balance as working capital to support operations until sufficient current revenues (taxes) are received.

- The City will provide a Capital Outlay Reserve based on the 5 year capital outlay program needs, and will fund the average annualized 5 year need, in order to provide a stabilized funding plan.

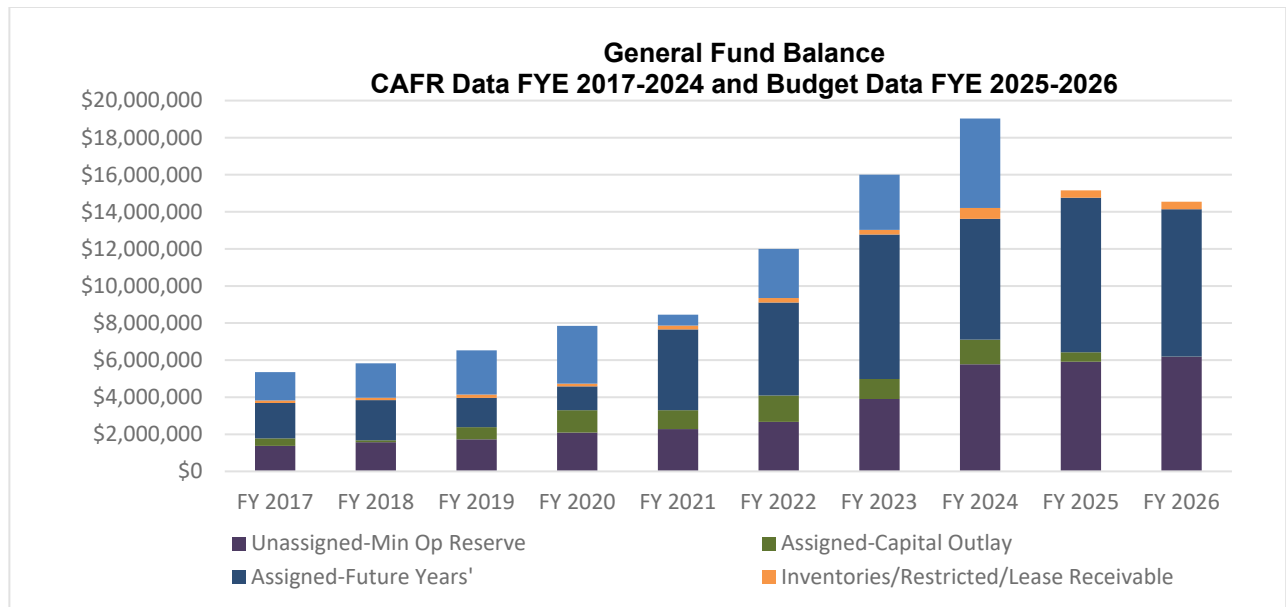
Beginning in FY 2007, the City earmarked a portion of reserves over the minimum policy to assist in paying for ongoing levels of service. Beginning in FY 2022 this practice is continued as part of the five year plan.

**Analysis of General Fund Balance
as a Percentage of General Fund Expenditures
at Fiscal Year End**

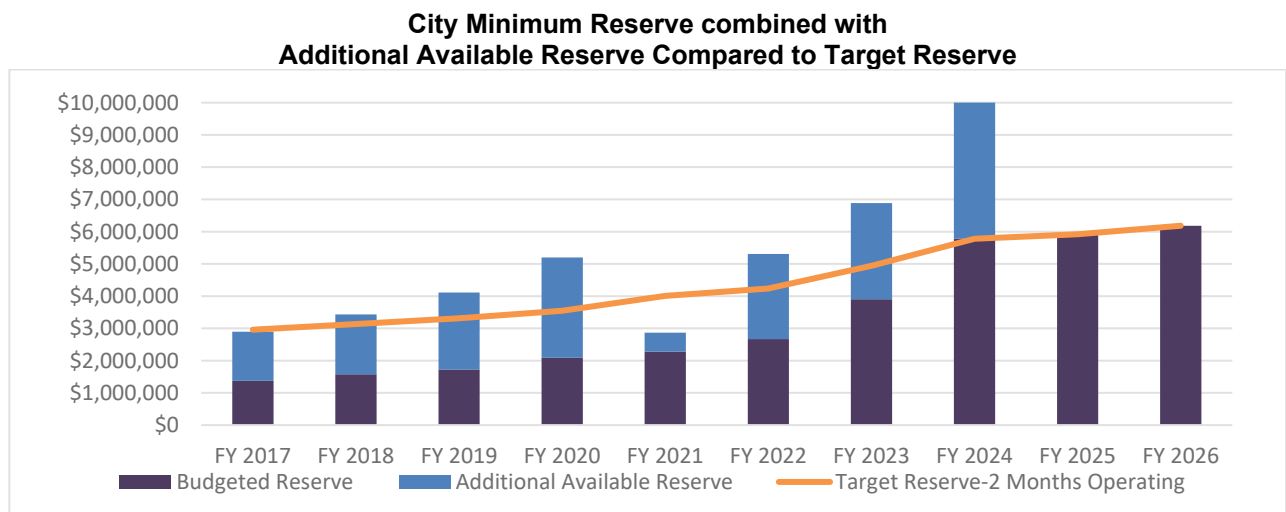
Fund Balance Category	FY 2023 Amount	% of Exp.	FY 2024 Amount	% of Exp.	Projected FY 2025 Amount	% of Exp.	Budgeted FY 2026 Amount	% of Exp.
Inventories/Restricted	\$ 252,289	0.9%	\$ 585,272	1.7%	\$ 400,000	1.1%	\$ 400,000	1.1%
Assigned-Future Years' Use of Op. Reserve	7,786,339	26.3%	6,517,936	18.8%	8,335,277	23.5%	7,953,007	21.5%
Assigned-Capital Outlay Reserve	1,080,660	3.7%	1,327,292	3.8%	507,000	1.4%	7,000	0.0%
Unassigned-Minimum Op. Reserve (Orig)	3,905,300	13.2%	5,779,100	16.7%	5,917,700	16.7%	6,182,800	16.7%
Unassigned-Available Op. Reserve	<u>2,982,448</u>	<u>10.1%</u>	<u>4,821,932</u>	<u>13.9%</u>	<u>0</u>	<u>0.0%</u>	<u>0</u>	<u>0.0%</u>
Total Fund Balance	\$ 16,007,036	54.1%	\$ 19,031,532	55.0%	\$ 15,159,977	42.8%	\$ 14,542,807	39.3%
General Fund Orig Budgeted Expenditures	<u>\$ 29,585,140</u>		<u>\$ 34,604,960</u>		<u>\$ 35,434,885</u>		<u>\$ 37,022,700</u>	

* FY 2023 and FY 2024 excludes loan proceeds for Canal Maintenance hurricane seawall repairs as they are not available funds for the General Fund and the transfers are not included in the original budgeted expenditures

The following graph presents the general fund balance trend information. The minimum operating reserve is regulated by the City's financial policy, it is set at 16.7% of the total expenditure appropriations which calculates to \$6,182,800. The second block of the reserves is a funding mechanism for capital outlay that provides a smoothed amount to be funded annually, based on the five year capital outlay plan which is currently an average of \$1,200,000 FY 2027-2030. Those amounts unused will be carried in the reserve until the year scheduled for use. In FY 2026, \$7,000 is reserved. The third block of the reserves is the amount identified as needed to balance the subsequent years' budgets in the proforma. Because of the five-year plan increasing personnel/service levels, addressing increased costs and addressing needs of infrastructure maintenance and unresolved issues, FY 2029-2030 will still need to address shortfalls to maintain minimum reserves. The fourth block is the small amount of funds identified in the Annual Comprehensive Financial Report (ACFR) as inventories, restricted, or lease receivables (FY 2023 and FY 2024 excludes \$23.7 million restricted loan proceeds for hurricane seawall repairs). The final and fifth block is the remaining amount of reserves that are available for use. The City has not appropriated or assigned them for expenditures, and as such, are considered as part of the current operating reserve for purposes of stabilizing the general fund or for Council approved uses. For FY 2026, all funds are currently assigned to balance future year's budgets so this segment is \$0.



The Governmental Finance Officers Association of the U.S. and Canada has a best practice recommendation of a reserve of two months operating expenditures. The following graph shows the best practice level as a line and setting it as the minimum standard beginning in FY 2024. Due to assignment of additional available reserves to future years' budgets for the reasons enumerated above, only the minimum budgeted reserve is showing in FY 2025 and FY 2026.



City Leased Property Fund

The City Leased Property Fund was created after the sunseting of the Community Redevelopment Agency (CRA) for the Herald Court Centre leases and other properties and the associated expenditures for maintenance.

The Herald Court lease revenue for FY 2027 through FY 2030 projects one vacant unit as leases are coming up for renewal so as not to over project revenues. The City will be using the units previously

occupied by Florida Gulf Coast University through FY 2026 to house staff from City Hall as the rehabilitation of that building required that employees be relocated. Although this will reduce lease revenues, the City will continue to cover the common area maintenance costs that would be contributed by those units. Based on these projections, the reserve for the Herald Court Centre shows a balance of \$85,975 in FY 2026 and reducing to \$14,090 at end of FY 2030. This reserve has two segments, the first is those funds received through the common area maintenance (CAM) fee and prepaid taxes from tenants that must be reserved for such use, and the second is available to cover shortfalls in lease revenue for purposes of ongoing operations and maintenance.

Council has recently approved the use of the space previously occupied by Gorda Bowls and Punta Gorda Coffee & Tea for the Fire Department's administrative staff due to the department outgrowing the Public Safety Building. These changes will be reflected in the FY 2027 budget development.

City Leased Property Fund
Proforma Schedule of Revenues and Expenditures
Budget FY 2026 through Proforma FY 2030

	Budget FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030
Herald Court Operations Division					
Herald Court Revenues	\$247,425	\$271,750	\$278,640	\$286,385	\$294,480
Herald Court Operating Expenditures	266,880	286,500	297,175	305,445	314,020
Revenues in Excess (Shortfall) of					
Herald Ct Operations	(19,455)	(14,750)	(18,535)	(19,060)	(19,540)
Reserve - Herald Ct (Beg)	105,430	85,975	71,225	52,690	33,630
Reserve - Herald Ct (End)	\$85,975	\$71,225	\$52,690	\$33,630	\$14,090
Non-Departmental Division					
Non-Departmental Revenues	\$150,185	\$155,950	\$161,725	\$167,515	\$174,820
Non-Departmental Expenditures	0	0	0	0	0
Revenues in Excess (Shortfall) of					
Other Operations	150,185	155,950	161,725	167,515	174,820
Reserve - Other Operations (Beg)	855,143	1,005,328	1,161,278	1,323,003	1,490,518
Reserve - Other Operations (End)	\$1,005,328	\$1,161,278	\$1,323,003	\$1,490,518	\$1,665,338

Utilities

The current five-year financial forecast is based on 2-day per week watering; average rainfall; 12% rate increases annually through FY 2029 and then 5% in FY 2030 based on the FY 2025 rate sufficiency study; and new financing based on the FY 2026-2030 capital improvement plan. The City Council adopted a financial policy in March 2014 to fund \$1,120,000 with current revenues those expenses for recurring line and lift station repairs and replacements. The Septic to Sewer financial plan for properties in the Utilities service area that are outside the City limits has been pushed back in the 2026-2030 capital improvement plan pending obtaining grants for the project. The City will continue to look for ways to reduce expenses, explore alternative financing, and opportunities for grants.

Utilities OM&R Fund
Proforma Schedule of Revenues and Expenses
Budget FY 2026 through Proforma FY 2030

	Budget FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030
Revenues:					
Chg for Serv - Water	\$14,755,955	\$16,605,365	\$18,677,105	\$20,997,845	\$22,122,630
Chg for Serv - Sewer	12,047,490	13,548,510	15,381,915	17,283,615	18,200,430
Other Revenue	981,790	1,922,715	1,923,665	1,924,645	1,955,655
Annual Assessments - Septic to Sewer-Area 1	0	0	350,000	350,000	350,000
Total Revenues	27,785,235	32,076,590	36,332,685	40,556,105	42,628,715
Expenses:					
Operations	21,110,545	21,575,880	22,880,135	22,851,270	23,886,640
Renewal & Replacement of Infrastructure	1,120,000	1,120,000	1,120,000	1,120,000	1,120,000
Transfer for Capital Improvement Projects	9,235,000	6,250,000	2,585,000	4,500,000	600,000
Existing Debt Service - RO SRF Loan	999,595	999,595	999,595	999,595	999,595
Transfer to SRF Fund-reserve incr(decr)	0	1,500,000	0	0	0
Est. new debt service WWTP	0	1,750,225	3,500,450	3,500,450	3,500,450
Est. new debt service AMI Equipment Replacement	0	0	1,223,135	1,223,135	1,223,135
Est. new debt service WTP Filtration Rehab	0	0	1,705,550	3,411,100	3,411,100
Est. new debt service WTP RO Expansion	0	0	1,705,550	3,411,100	3,411,100
Est. new debt service Septic to Sewer-Area 1	0	0	0	344,000	688,000
Total Expenses	32,465,140	33,195,700	35,719,415	41,360,650	38,840,020
Revenues in Excess (Shortfall) of Expenses	(4,679,905)	(1,119,110)	613,270	(804,545)	3,788,695
Operating Reserves-Beg	8,882,542	4,202,637	3,083,527	3,696,797	2,892,252
Operating Reserves-End	\$4,202,637	\$3,083,527	\$3,696,797	\$2,892,252	\$6,680,947

Utilities Reserves

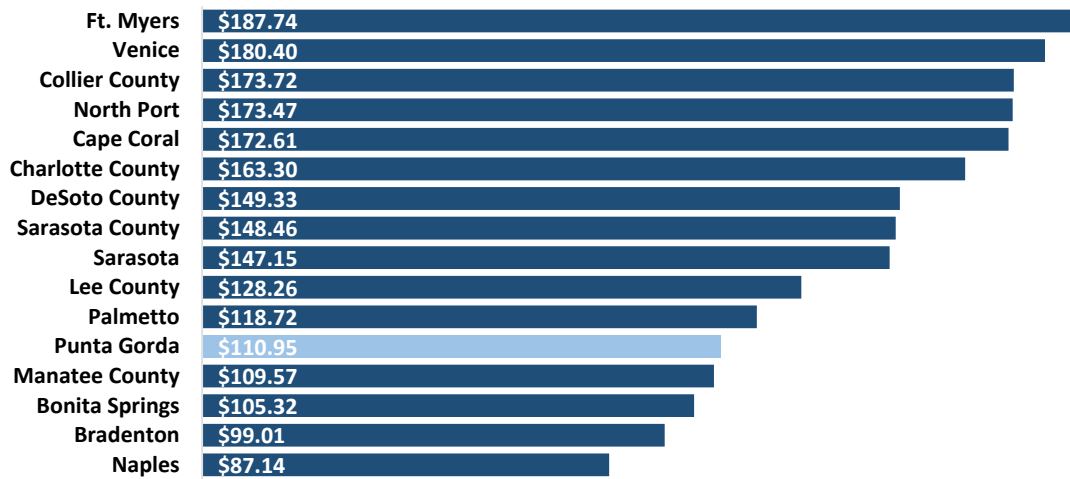
The City has legal and adopted financial policies utilizing reserves for the following purposes:

- Maintain an unassigned fund balance minimum of \$3.1 million; protection against unforeseen revenue declines and extraordinary operating expenses due to economic or weather disasters, and contract bids or equipment failures.
- Provide an emergency fund for existing infrastructure by retaining the Renewal and Replacement fund of \$1.5 million, which until January 2014 was required by bond covenants;
- Utilize a Capital Outlay reserve to provide level funding. City Council has approved an average \$930,000 over the five year plan for FY 2026 through FY 2030. If the funds are not spent in the budgeted fiscal year, they will be placed in the Capital Outlay reserves. This will ensure that current and future aging issues of mechanical parts in both plants can be addressed in an adequate manner.
- Existing State Revolving Loan Fund (SRF) reserve fund maintains one year of debt service payments and shows an increase of \$1,500,000 projected in FY 2027 in anticipation of projected SRF loan funding requirements.
- The water and sewer impacts have restricted use and are kept in a reserve for growth related capital projects, such the Groundwater Reverse Osmosis (RO) Water Treatment Plant, new or upsized water mains, wastewater force main on Riverside Drive, septic to sewer project areas, and planned expansion of the wastewater plant.

Utilities Rate Comparison

The City's utility rates are 5th lowest among Southwest Florida utilities surveyed at FY 2026 rates.

Combined Water & Sewer Bill Survey at 7,000 Gallons per Month



Sanitation

The City operates its sanitation services as an enterprise fund and collects refuse two days per week and horticulture one day per week for 12,600 residential accounts. For the 660 commercial accounts collection is available 6 days per week. The City implemented semi-automatic pickup system with carts which is expected to reduce injuries and yet allow the full-service that Punta Gorda residents appreciate. The City's recycling program provides a 48 gallon rolling cart to each household, which is collected one day per week by an outside vendor. The program continues in FY 2026 with no rate increase, due to a contract price hold until FY 2029. A \$1.50 per month or \$18.00 per year increase in refuse/yardwaste rates was due to costs increasing in all areas from contractual/inflationary increases, labor increases, insurance increases, equipment (packers) increases, etc through FY 2030. An industrial standard study will be conducted to review routes, rates for services and current practices to provide suggestions for improvements, future needs and rates.

The five-year plan reflects the capital replacements needed which will be reviewed each year to analyze repair costs to determine if a replacement could be delayed. The increased expenses has necessitated projected rate increases each year through FY 2030 which will be reviewed each budget cycle.

Sanitation Fund
Proforma Schedule of Revenues and Expenses
Budget FY 2026 through Proforma FY 2030

	Budget FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030
Revenues:					
Chg for Serv - Refuse Collection	\$5,347,415	\$5,603,975	\$5,860,865	\$6,153,335	\$6,447,370
Other Revenue	74,100	55,600	55,600	55,600	55,600
Total Revenues	5,421,515	5,659,575	5,916,465	6,208,935	6,502,970
Expenses:					
Operations	5,100,115	5,227,110	5,388,690	5,627,895	5,878,275
Capital	405,000	200,000	405,000	405,000	405,000
Total Expenses	5,505,115	5,427,110	5,793,690	6,032,895	6,283,275
Revenues in Excess (Shortfall) of Expenses	(83,600)	232,465	122,775	176,040	219,695
Operating Reserves-Beg	861,250	777,650	1,010,115	1,132,890	1,308,930
Operating Reserves-End	\$777,650	\$1,010,115	\$1,132,890	\$1,308,930	\$1,528,625

To compare the City's rates with surrounding jurisdictions, a survey was taken during November 2025. All rates include once per week service for yard waste and recycling and either once or twice per week refuse pickup, as noted.

Jurisdiction	FY 2026 Cost/Year	Frequency of Service per Week	Outsourced
Naples	\$490.89	2	No
City of Sarasota	\$420.60	1	No
Cape Coral	\$384.25	1	Yes
Punta Gorda	\$362.40	2	No
Lee Co. (Avg 6 districts)	\$344.42	1	Yes
North Port	\$332.75	1	No
Charlotte County	\$324.64	1	Yes
Venice	\$302.52	2	No
Manatee County	\$283.80	2	Yes
Fort Myers	\$277.11	1	No
Sarasota County	\$263.96	1	Yes
Collier County	\$261.91	2	Yes

Canal Maintenance Districts Funds

Punta Gorda Isles Canal Maintenance District

The budget for the Punta Gorda Isles (PGI) canal maintenance assessment district reflects City Council approval to increase the operating assessment from \$1,200 to \$1,350. Continued increases to the program are expected based on the seawall study completed in FY 2021 as well as increased costs currently being realized in the current economic environment and the district's portion for Hurricane Ian seawall repairs and hazard mitigation. This will be reviewed annually. Council approved the addition of two maintenance worker positions to help with the building of seawall panels for the increased program.

The City continues to work closely with FEMA and the State regarding Hurricane Irma rip rap mitigation and Hurricane Ian seawall repairs and mitigation. Obligations for Hurricane Ian projects have not been received yet. Projects not completed by end of FY 2025 will be re-appropriated to FY 2026 along with the associated loan transfers, debt service payments, and FEMA and State reimbursements. For obligated projects the funding share is FEMA and State reimbursements (95%) and district assessments (5%). The

City will also be receiving \$500,000 from State funding that can be used towards the district share. This will be allocated between both districts.

The five-year proforma proposes increasing assessments through FY 2030. The annual program is approximately 10,000 lineal feet in FY 2026. It then increases 1,000 lineal feet per year thereafter. A reserve for contingency is budgeted in each year to be used for an emergency repair not scheduled in the program and can be authorized for use by City Manager. Contracted seawall inspections for condition assessment are included in two phases with estimated cost of \$30,000 and \$20,000 in every other year respectively. Channel construction to access spoil site project is scheduled in the five-year program. The negative balance in FY 2030 will be reviewed as contingency may not be used and added back to reserves.

Determination memos from FEMA have been received that will reduce the estimated reimbursements. The proforma will be adjusted as the FY 2027 budget is developed.

**PGI Canal Maintenance Fund
Proforma Schedule of Revenues and Expenditures
Budget FY 2026 through Proforma FY 2030**

	Budget FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030
Assessment Rate	\$1,350	\$1,500	\$1,650	\$1,800	\$1,950
Revenues:					
Operating Assessment	\$7,020,415	\$7,800,030	\$8,579,650	\$9,359,265	\$10,138,880
Other Revenue	158,000	143,000	128,000	105,500	105,500
Total Revenues	7,178,415	7,943,030	8,707,650	9,464,765	10,244,380
Expenditures:					
Operations	1,866,560	1,928,405	2,013,745	2,082,145	2,174,360
Inlet Dredging	60,000	60,000	60,000	60,000	60,000
Seawalls and Stabilization	6,199,700	6,910,690	7,643,010	8,397,300	9,174,220
Capital Outlay & Special Projects	339,200	310,000	267,000	0	0
Reserve for Contingencies	50,000	50,000	50,000	50,000	50,000
Total Expenditures	8,515,460	9,259,095	10,033,755	10,589,445	11,458,580
Revenues in Excess (Shortfall) of Expenditures	(1,337,045)	(1,316,065)	(1,326,105)	(1,124,680)	(1,214,200)
Operating Reserves-Beg	5,522,176	4,410,131	3,319,066	1,992,961	868,281
Reserve Seawall Replacement-Beg	450,000	225,000	0	0	0
Reserve Seawall Replacement-End	\$225,000	\$0	\$0	\$0	\$0
Operating Reserves-End	\$4,410,131	\$3,319,066	\$1,992,961	\$868,281	(\$345,919)

Burnt Store Isles Canal Maintenance District

The budget for the Burnt Store Isles (BSI) canal maintenance assessment district reflects the City Council approval for the operating assessment to increase to \$1,010 at the Advisory Committee's recommendation. This represents an operating assessment rate of \$820, an additional assessment rate of \$100 per year to build the reserves for purchase of land for staging, and \$90 for the lock removal project. Continued increases to the program are expected based on the seawall study completed in FY 2021 as well as increased costs currently being realized in the current economic environment. This will be reviewed annually. The advisory committee and City Council recognize the need for additional lineal footage to be added to the current 1,100 lineal feet program but would like to review the upcoming seawall assessment report. Council approved the acquisition of land for staging and the Channel Corner Widening projects. Staff was added in PGI Canal Maintenance District for panel production which is passed on to BSI as panels are used.

The City continues to work closely with FEMA and the State regarding Hurricane Irma rip rap mitigation and Hurricane Ian seawall repairs and mitigation. Obligations for Hurricane Ian projects have not been received yet. Projects not completed by end of FY 2025 will be re-appropriated to FY 2026 along with the associated loan transfers, debt service payments, and FEMA and State reimbursements. For obligated projects the funding share is FEMA and State reimbursements (95%) and district assessments (5%). The City will also be receiving \$500,000 from State funding that can be used towards the district share. This will be allocated between both districts.

The five-year proforma proposes increasing assessments for inflationary costs, \$25 increases annually, \$90 annually for repayment of interfund loan for the lock removal project through FY 2028, and \$100 annually for accumulation of funds for staging site through FY 2030. Additional assessments are expected and will be reviewed each year in order to address the findings of the seawall study. A reserve for contingencies is budgeted in each year to be used for an emergency repair not scheduled in the program and can be authorized for use by City Manager. Contracted seawall inspections for condition assessment are included with estimated cost of \$10,000 every other year. Proforma includes a separate section that shows the effect on reserves if the lock wood railing project were approved at a later date.

Determination memos from FEMA have been received that will reduce the estimated reimbursements. The proforma will be adjusted as the FY 2027 budget is developed.

**BSI Canal Maintenance Fund
Proforma Schedule of Revenues and Expenditures
Budget FY 2026 through Proforma FY 2030**

	Budget FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030
Operating Rate	\$920	\$945	\$970	\$995	\$1,020
Special Project Rate	\$90	\$90	\$90	\$0	\$0
Revenues:					
Operating Assessment	\$948,560	\$974,335	\$1,000,110	\$1,025,885	\$1,051,660
Special Project Assessment	92,795	92,795	92,795	0	0
Miscellaneous Revenue	42,000	42,000	42,000	42,000	42,000
Total Revenues	1,083,355	1,109,130	1,134,905	1,067,885	1,093,660
Expenditures:					
Operations	173,710	178,420	173,300	188,360	183,610
Seawalls and Stabilization	717,505	739,160	761,470	784,450	808,115
Barge Access/Lock Removal Proj Debt Service	91,200	91,200	91,200	0	0
Land Acquisition for staging	100,000	100,000	100,000	100,000	100,000
Channel Corner Widening	100,000	100,000	300,000	325,000	0
Reserve for Contingencies	50,000	50,000	50,000	50,000	50,000
Total Expenditures	1,232,415	1,258,780	1,475,970	1,447,810	1,141,725
Revenues in Excess (Shortfall) of Expenditures	(149,060)	(149,650)	(341,065)	(379,925)	(48,065)
Operating Reserves-Beg	1,524,349	1,375,289	1,225,639	884,574	504,649
Reserve Seawall Repl & Spec.Proj-Beg	200,000	200,000	200,000	200,000	200,000
Reserve Seawall Repl & Spec.Proj-End	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Operating Reserves-End	\$1,375,289	\$1,225,639	\$884,574	\$504,649	\$456,584
Projects Requiring Approval & Funding:					
Lock Wood Railing Improvement	160,000	375,000	0	0	0
Est. Beg. Reserves with projects	1,724,349	1,415,289	890,639	549,574	169,649
Est. End. Reserves with projects	\$1,415,289	\$890,639	\$549,574	\$169,649	\$121,584

Laishley Park Marina

Laishley Park is operated as an enterprise fund to include the marina and park grounds. The City outsourced management of the marina to Marina Park LLC, however retained the authority to set boat slip, community room, ship's store and pavilion rental rates. The budget reflects projected revenues from the above sources as well as personnel and operating costs associated with management of the marina area. The marina is operated and open year round.

Beginning reserves for FY 2026 were greatly affected by significantly reduced revenue in FY 2025 caused by the devastating damages caused by Hurricanes Helene and Milton in September 2024 and October 2024 to the slips and mooring field. The community room was also being used for City meetings. The FY 2026 revenue projects similar reductions to slips and estimates mooring field opening mid-year. The community room estimates rentals also beginning when City meetings return to Council Chambers at City Hall. The City received a Department of Environmental Protection Clean Vessel Act (CVA) Grant and a Charlotte County Marine Advisory Committee (MAC) Grant for FY 2026 to offset costs of maintenance and repairs of the Laishley Park Municipal Marina Pumpout Boat. While the majority of Marina slips are out of service, services are still required to remain open for daily use of the day docks, boat ramp, ship store, and building. Use of a marina management company continues on month to month basis until such time as decisions about future operations of the marina are made. Options to consider are City manage, use of management company, public-private partnership.

The five-year proforma maintains the September 2023 rate schedules but rate increases will be reviewed and updated. Also boat parking and/or boat ramp fees, typically used for upkeep of the boat ramp, repairs of the docks associated with use of the ramp, parking at the ramp, or restroom facilities will also be considered in FY 2026. The City's general fund and/or the leased property fund may have to subsidize in the short run due to the lost revenue over the last few years due to the damaged docks from the recent Hurricanes. Because the current slips are no longer available from the prior manufacturer, a new slip system may be required. Funding not covered by FEMA will need to be determined once cost estimates are developed.

Laishley Park Marina Fund Proforma Schedule of Revenues and Expenses Budget FY 2026 through Proforma FY 2030

	Budget FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030
Revenues:					
Slip & Mooring Rentals	\$131,395	\$135,150	\$135,150	\$449,650	\$449,650
Intergovernmental Revenue	12,000	12,000	12,000	12,000	12,000
Other Revenue	25,155	24,645	24,885	25,125	25,365
Total Revenues	168,550	171,795	172,035	486,775	487,015
Expenses:					
Laishley Park Marina Expenses	170,135	171,585	177,220	278,740	285,860
Marina Park Contract Expenses	233,105	239,415	246,290	307,675	316,545
Capital Outlay	0	0	0	6,000	6,000
Total Expenses	403,240	411,000	423,510	592,415	608,405
Revenues in Excess (Shortfall) of Expenses	(234,690)	(239,205)	(251,475)	(105,640)	(121,390)
Operating Reserves-Beg	248,755	14,065	(225,140)	(476,615)	(582,255)
Operating Reserves-End	\$14,065	(\$225,140)	(\$476,615)	(\$582,255)	(\$703,645)

Building

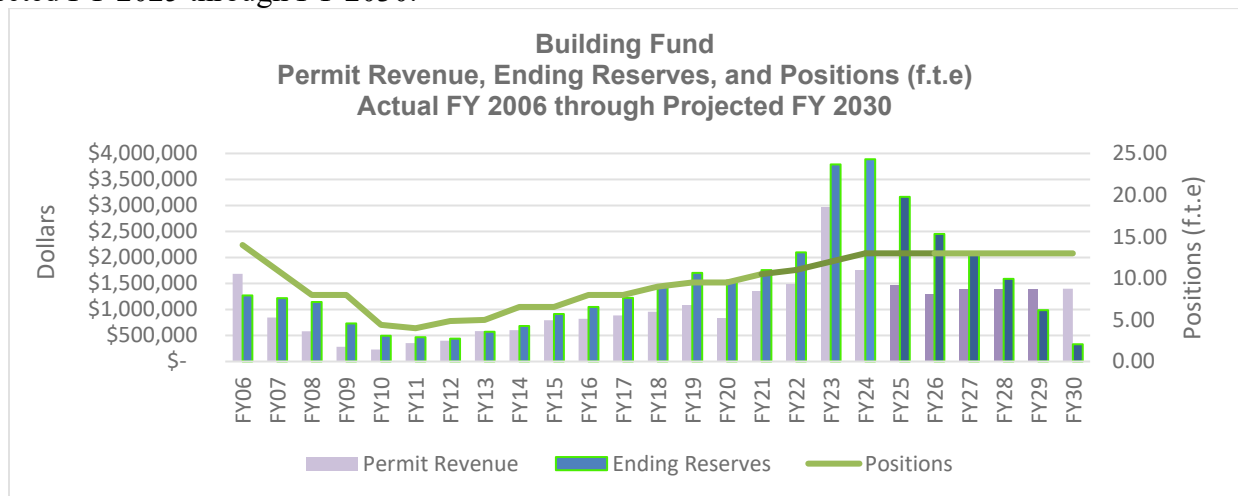
The Building fund is operated as an enterprise fund and includes all aspects of permitting, inspections, plans review and licensing of contractors to support the State and City building codes. The City has established various permit fees to pay for services provided. Staffing had been reduced from thirteen positions in FY 2006 to five in FY 2013 with furloughs due to a decline in permit applications, inspections and stagnant growth trends. Since the turnaround that began in FY 2013, staff was reinstated to full 40 hour work weeks and staff has increased to 13.0 f.t.e. Capital outlay of \$45,000 is projected in FY 2027 and FY 2029 are for replacement inspector vehicles. The FY 2026 budget includes new software that would expand on-line web transactions which includes rolled over budget from FY 2025 and contractual services for specific disciplines as needed and increased training.

The five-year proforma projects permit revenues at \$1.4 million annually FY 2027-2030. Staffing and contractual services will be monitored for needs based on permit volume and complexity.

Building Fund Proforma Schedule of Revenues and Expenses Budget FY 2026 through Proforma FY 2030

	Budget FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030
Revenues:					
Permits, Fees & Spec.Assessments	\$1,327,000	\$1,427,000	\$1,427,000	\$1,427,000	\$1,427,000
Other Revenue	159,000	147,000	126,000	108,000	93,000
Total Revenues	1,486,000	1,574,000	1,553,000	1,535,000	1,520,000
Expenses:					
Operations	2,199,455	1,933,995	2,011,165	2,091,655	2,175,625
Capital	0	45,000	0	45,000	0
Total Expenses	2,199,455	1,978,995	2,011,165	2,136,655	2,175,625
Revenues in Excess (Shortfall) of Expenses	(713,455)	(404,995)	(458,165)	(601,655)	(655,625)
Operating Reserves-Beg	3,165,789	2,452,334	2,047,339	1,589,174	987,519
Operating Reserves-End	\$2,452,334	\$2,047,339	\$1,589,174	\$987,519	\$331,894

As experienced in the previous economic downturn (FY 2008 – 2013), the level of reserves projected is necessary to continue necessary levels of service even during downturns in new construction. The chart below shows actual permit revenue, ending reserves and staffing from actual FY 2006 through FY 2024 and projected FY 2025 through FY 2030.



Gas Tax

Based on state statutes providing restrictions on use of gas tax revenue, the City has established local option fuel taxes in two funds. The first six cents is used for transportation expenditures such as roadway and right of way maintenance, drainage, street sweeping, street lights, traffic sign and signals, bridge maintenance, railroad crossings and sidewalk repairs. The second five cents is used only for road capital improvement such as paving rejuvenation and resurfacing.

Proceeds from fuel taxes are distributed by the State to Charlotte County and the City. The City's share for the first six cents distribution was increased from 10.34% to 10.98% beginning July 1, 2020, and the next five cents remains at 6.74%. The distribution allocation is determined by the five-year average transportation expenditures or interlocal agreement. A history of revenue received since FY 2017 is displayed below.

Fiscal Year	6 Cents	5 Cents	Total
2017	\$ 593,900	\$ 277,500	\$ 871,400
2018	\$ 607,200	\$ 279,200	\$ 877,300
2019	\$ 598,700	\$ 272,800	\$ 871,500
2020	\$ 564,900	\$ 259,600	\$ 824,500
2021	\$ 612,600	\$ 280,300	\$ 892,900
2022	\$ 673,000	\$ 295,300	\$ 968,300
2023	\$ 691,000	\$ 296,600	\$ 987,600
2024	\$ 676,000	\$ 282,500	\$ 958,500
2025	\$ 690,400	\$ 292,100	\$ 982,500
2026	\$ 704,200	\$ 297,900	\$ 1,002,100

The effect of elasticity of gas consumption (the tax is charged on gallons not dollars) can be seen in years of increased gas prices resulting in a decline of revenue and in years of decreased gas prices resulting in an increase of revenue. During FY 2020, the City experienced a decrease in revenues as compared to FY 2019 due to the COVID pandemic that resulted in statewide and local shutdowns and reduced travel. Revenues rebounded in the following years despite the increase in gas prices due to continued business and consumer spending. Projections show a slight increase as normal trends resume.

The Six Cent Gas Tax Fund five-year proforma projects gas tax revenue with growth of 2% per year FY 2026 through FY 2030. Sidewalk improvements were reduced and will be completed by new right-of-way workers in the general fund. If pricing of commodities that saw significant increases over the last several years do not come down, the City would be faced with reducing the service levels or subsidizing the fund from general fund revenues.

Six Cent Gas Tax Fund
Proforma Schedule of Revenues and Expenditures
Budget FY 2026 through Proforma FY 2030

	Budget FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030
Revenues:					
Local Option Gas Tax	\$704,240	\$718,325	\$732,690	\$747,345	\$762,290
Other Revenue	365,650	366,600	369,095	375,460	382,415
Total Revenues	1,069,890	1,084,925	1,101,785	1,122,805	1,144,705
Expenditures:					
Operating Expenditures	1,165,535	1,189,500	1,214,185	1,239,615	1,265,810
Total Expenditures	1,165,535	1,189,500	1,214,185	1,239,615	1,265,810
Revenues in Excess (Shortfall) of Expenditures	(95,645)	(104,575)	(112,400)	(116,810)	(121,105)
Operating Reserves-Beg	345,742	250,097	145,522	33,122	(83,688)
Operating Reserves-End	\$250,097	\$145,522	\$33,122	(\$83,688)	(\$204,793)

The Additional Five Cent Gas Tax Fund five-year proforma projects 2% increases FY 2026 through FY 2030, which does not fully support the required annual paving program as identified by the City Engineering Division. Council addressed the importance of maintaining the City's road infrastructure with a policy of transferring ad valorem millage revenue of \$709,000 as an ongoing subsidy. A consultant review determined that the road conditions have improved so a focus over the next few years will be on rejuvenation and brick streets.

Additional Five Cent Gas Tax Fund
Proforma Schedule of Revenues and Expenditures
Budget FY 2026 through Proforma FY 2030

	Budget FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030
Revenues:					
Local Option Gas Tax	\$297,910	\$303,870	\$309,950	\$316,150	\$322,470
Transfer from General Fund Ad Valorem	709,000	709,000	709,000	709,000	709,000
Other Revenues	1,875	1,375	1,050	875	875
Total Revenues	1,008,785	1,014,245	1,020,000	1,026,025	1,032,345
Expenditures:					
Paving	1,030,000	1,030,000	1,030,000	1,030,000	1,030,000
Total Expenditures	1,030,000	1,030,000	1,030,000	1,030,000	1,030,000
Revenues in Excess (Shortfall) of Expenditures	(21,215)	(15,755)	(10,000)	(3,975)	2,345
Operating Reserves-Beg	85,381	64,166	48,411	38,411	34,436
Operating Reserves-End	\$64,166	\$48,411	\$38,411	\$34,436	\$36,781

Section 2: Strategic Planning

The Strategic Plan is used to set the overall goals for the City, provide direction to City departments, and create the basis for each year's annual budget. The plan offers a realistic view of the organization's and community's expectations. The plan provides a tool for more effective and economical operations. It demonstrates to the public that careful consideration has been given to future development and direction of the organization.

City staff will hold a Heart of the Harbor Conversation with residents, and to gather resident input for the creation of the FY2027 Strategic Plan. This input along with City staff and City Council input is to be combined to create a Strategic Plan that is focused, goal orientated and will address critical needs in our community.

The City Manager challenges each department and division leader to forecast their needs to meet the goals and objectives of long-term plans. The plan includes developing a clear understanding of operating impact of each Capital Improvement Project, staffing needs, ongoing maintenance costs and equipment needs. The results are utilized to create a business plan that communicates to the City Council how Council's vision for the City will be delivered over the next year.

The Capital Improvement Projects program delineates the projects worked on in a given fiscal year. It includes strategic objectives, periodic status reports highlighting progress to date, funding and timelines for completion. The 1% Sales Tax projects are prioritized by City Council and scheduled over a six-year plan. Studies such as those focusing on downtown flooding and water infrastructure are also critical drivers of planning.

Section 3: Budget Issues

Items that are currently not in the projected budget but will need to be considered as the FY 2027 budget is developed are:

General Fund/Citywide

Legislative Proposals/Mandates – Each legislative season, proposed changes are presented that may affect the City revenue and expenditures. There are several initiatives that are aimed at reducing or completely eliminating the ad valorem tax for homesteaded property owners and/or reducing non-homesteaded properties. There are currently eight bills with various approaches on how this could be achieved in either a short term (within 5 years) or over a 10 year period. Some proposals look restricting decreases to public safety budgets which would potentially cause reductions to other services such as parks. Other proposals look at increasing payout caps for injuries that could increase liability costs, restricting raising new revenues, and business tax changes. The City will continue to monitor proposals during this legislative session.

Ad Valorem Revenue – Current proforma (previously shown in Section 1) estimates that Ad Valorem revenue remaining flat (i.e. roll-back rate or reduced assessed values). Additional reductions beginning in FY 2028 may be needed due to current proposed bills in both the house and Senate to either reduce or eliminate Ad Valorem Taxes, or change the way municipalities and counties are able to collect Ad valorem taxes (see Legislative Proposals/Mandates). If bill(s) are approved, they would be added to the November 2026 ballot. The impacts are the eight proposed bills are:

Bill	Title	Description	Ad Valorem Revenue Impact
HB 201	Elimination of Non-school Property Tax for Homestead	Exempts homestead property from all ad valorem taxes other than school district levies.	-9,386,943
HB 203	Phased Out Elimination of Non-school Property Tax for Homesteads	Annually raises the homestead exemption for non-school ad valorem taxes by \$100,000 for 10 years. Makes homestead property fully exempt from non-school ad valorem taxes beginning in 2037.	-2,597,578
HB 205	Elimination of Non-School Property Tax for Homesteads for Persons Age 65 or Older	Exempts homestead property of persons age 65 or older from all ad valorem taxes other than school district levies.	-4,238,205
HB 207	Assessed Home Value Homestead Exemption of Non-school Property Tax	Adds new 25% homestead exemption for Non School Homestead Value. Excludes this 25% exemption from the annual inflation adjustment provision.	-2,346,736
HB 209	Property Insurance Relief Homestead Exemption of Non-school Property Tax	Increases the homestead exemption from non-school ad valorem taxes by \$200,000 for insured properties.	-5,018,934
HB 211	Accrued Save-Our-Homes Property Tax Benefit for Non-school Property Tax	Removes the \$500,000 cap on the transferrable Save-Our-Homes for non-school ad valorem levies, allowing the full accrued benefit to apply upon establishing a new homestead.	-225,287
HB 213	Modification of Limitations on Property Assessment Increases	Raises the maximum permissible non-homestead property assessment increase from 10% to 15%, applying once every three years. Adjusts assessment caps to 3-year intervals.	-498,351
HB 215	Ad Valorem Taxation	Allows for Combined Save-Our-Homes differential for Married Couples, up to a combined \$500,000 limit.	-65,709

Operating Budgets – Initial direction in developing the Fiscal Year 2027 operating budgets (non-personnel) is that the division operating budgets should be reduced by 10% from the previous year. Any requests over this will need justifications provided. City Manager will review for inclusion and presentation to Council. Any other direction provided by Council as a result of discussions regarding this long range financial plan would also be communicated to the divisions.

Hurricane Recovery (Citywide) – The City has had substantial damage and debris to clean up over the last several years resulting from various Hurricanes. Recovery efforts are on-going. The City continues to work with its insurance carrier and FEMA to cover as much of the damage as possible. FEMA is a reimbursement program and obligations are on-going. While working to complete recovery efforts, it is still important for the City to be prepared for the next upcoming Hurricane season.

Economic Conditions – The City continues to monitor the forecasts with conditions being experienced locally. Use of the five year proformas lets the City change forecasts to see the effects and work to respond quickly to changing conditions.

Inflation (Citywide) – Continuing to monitor. It has continued to slow to 2.7 percent for 2025, but was still above the annual federal target of 2 percent. The City continues to look for grants to supplement increased project costs that are the result of inflation experienced after COVID, review projects for timing based on cost increases, and look for alternative funding sources.

Compensation and Benefit Study – Approximately every three years, a compensation and benefit study is conducted as part of attracting and retaining employees. It can provide comparisons with other municipalities of similar size and also surrounding communities regardless of size. These comparisons help determine a range for compensations and benefits that would help the City remain competitive with the local job market pool. The study has been started.

Health Insurance Rates – The City projects in the proforma a 6% increase per year. FY 2026 rate increase was 3.5%. We do not currently have an indication of the FY 2027 increase.

Staffing Needs – Department and divisions needs have been increasing due to increased work loads. Five year planning requests need to be reviewed for positions that may be included in the proforma. Approved positions from last year's five year staffing plan are included through FY 2030 in the proforma. All planned positions will be reviewed again as part of the FY 2027 budget process.

Public Safety Bargaining Unit Contracts – Bargaining unit contract negotiations for police officers are still ongoing. The fiscal impact that may be generated are not included in the proforma.

Fire Staffing Standards – Over the past several years, the City has applied for a SAFER Grant to add additional firefighters/EMTs to allow the Fire Department to meet the National Fire Protection Association 1710 standards for staffing requirements on fire apparatus. The City has been unsuccessful in obtaining an award. This City continues to add one to three firefighter/EMT positions per year where it has been able to. This will be reviewed again in the upcoming budget cycle.

Pension Increases for FY 2027 - There is a significant increase in Police (71.8%) and Fire pension (78.6%) costs for FY 2027 which are a result of unfavorable plan experience (overall salary increases and new positions) and assumption changes (such as reduced years of amortization for changes, payroll growth, mortality rates, etc.). General Employee pension costs increased 4.2% which is under the 5% assumption used in the proformas.

Information Technology (Citywide) – Technology that could improve the City operations and help provide efficiencies and improve productivity, as well as technologies that could help prepare for the future, need to be considered. Costs in this area continue to rise for several reasons. Additional security enhancements are a necessity in the public sector due to increased cyber attacks on governmental entities and safety of staff and visitors to government buildings. Increased storage capacity needs and use of cloud technology have increased operating costs. Upgrade of technology and conversion of documents posted to website for emergency management, legal requirements, transparency to the public, and other general information for accessibility continues to be a priority. As always, the need to balance costs with security and operational efficiencies will need to be analyzed in the decision making process.

Contributions – During last year’s budget process, Council reviewed the City contributions. Current contributions include: Charlotte Harbor Environmental Center (CHEC), \$20,000; Coastal and Heartland National Estuary Partnership (CHNEP), \$5,000; United Way, \$27,500. Although all were included in the FY 2026, CHEC and United Way would only be contributed upon further discussion and direction of Council. FY 2026 and future years contributions to be determined by Council.

Uncertainty of Federal Funding Programs and Directives from Federal Administration – With the recent change in the federal administration, there may be changes that affect States and local governments. It is anticipated that there will be new required terms for federal grants or contracts. There has been suggestions to move FEMA to a State level. Current grant funding agreement reimbursements could be delayed. Other grant programs could have reduced funding available. The City will continue to monitor changes as they are provided.

Punta Gorda Isles Canal Maintenance Fund

As a result of Hurricane Ian, there was approximately 6.5 miles of seawall damaged. The City is working closely with FEMA to obligate the seawall projects and associated mitigation such as the rip rap. A line of credit was obtained so that seawall replacements could be completed while awaiting FEMA obligations and reimbursements that includes the Hurricane Irma rip rap mitigation project as well. Due to determination memos received, reimbursements will be lower than originally estimated and the District will need to fund the difference. This may be accomplished by refinancing the amount not reimbursed through a traditional loan that could be spread over multiple years. Proposed rate assessment changes will be reviewed and presented during the budget process.

Burnt Store Isles Canal Maintenance Fund

As a result of Hurricane Ian, there was approximately 0.5 miles of seawall damaged. The City is working closely with FEMA to obligate the seawall projects and associated mitigation such as the rip rap. A line of credit was obtained so that seawall replacements could be completed while awaiting FEMA obligations and reimbursements. Due to determination memos received, reimbursements will be lower than originally estimated and the District will need to fund the difference. This may be accomplished by refinancing the amount not reimbursed through a traditional loan that could be spread over multiple years. Proposed rate assessment changes will be reviewed and presented during the budget process.

Additionally, the lock wood railing improvement project that has not been approved should also be reviewed to determine if they will move forward and the impact that may have on the assessment rate.

City Leased Property Fund

City Use of Additional Units – Council has approved the use of two additional units at Herald Court Centre by the Fire Department. This means there will be reduced rent revenue that will be available towards overall maintenance. These expenditures will need to be funded by the general fund on an as needed basis. Common area maintenance for those units will also be funded by the general fund..

Utilities Fund

Florida Legislature Proposals – A proposal that may eliminate the automatic surcharge of up to 25% for the extraterritorial water and sewer service area could reduce revenues approximately \$1.3 to \$1.4 million. This would then need to be spread among all rate users.

Another proposal that would provide that the County take over responsibility of the Utilities in the areas outside the City limits has also been presented. The City and County have been working jointly to counteract misinformation to the public and the legislature. The proposal did not provide the impacts that would be incurred by both the City and the County for such a change.

Water Quality/Septic to Sewer – Previously, the County has indicated they would support the septic to sewer plan for Charlotte Park. An updated preliminary design report from Giffels-Webster was presented recommending vacuum and some gravity sewer in this area. The City was successful in obtaining \$5.5 million from the state legislature for this project. Additional grant funding is still being sought due to the inflationary increases since the estimates for construction were provided. Next steps would include an outreach campaign and community meetings with the affected properties, assessment process, grant applications and/or loan applications.

Financing and User Rates – The FY 2025 rate sufficiency study was completed and used the FY 2026 capital improvement program update and showing the need for financing and 12% rate increases through FY 2029. The City has since been awarded two hurricane related State Revolving Loan Fund awards totalling approximately \$45 million which will provide 50% loan forgiveness and 0% interest on the remaining balance. Full applications are being submitted. Based on conversation with the City's financial advisor and bond counsel, interim financing is out to bid. Longer term financing will be sought when needed for some of the other larger projects. The City continues to seek grant funding opportunities.

Marina Fund

Due to lost revenues from damaged docks and mooring field from Hurricane Ian and Hurricanes Helene and Milton, operating expenses as well as City portion of the hurricane dock and mooring field infrastructure repairs will now require supplement funding from the other sources. The damages are submitted as projects to FEMA and are awaiting obligation. Loss of revenue is not an eligible reimbursement from FEMA. Subsidies may be required from the general fund, special revenue fund, of leased property fund in order until such time as slips and mooring fields can be fully rented. Other options for management are being considered such as in-house, management company, or public-private partnership. Rates will also be addressed as well as looking for other revenue sources such as boat launch fees and boat parking fees.

Building Fund

The division continues to focus on efforts to provide a digital submissions and digital review of plans, updating application types and website. The bid process has started for new software. This software will need to be compatible with the City's current or future ERP system.

Sanitation Fund

Based on current operating and recycling costs and packer replacement schedule, projections show rates are not adequate and show the need for continued rate increases. The proforma includes no rate increases in recycling for three years based on new contract and \$18 per year for refuse and yardwaste per single family residence annually. Sanitation has re-appropriated budget for an industrial standards study to review routes, rates for services and and current practices to provide suggestions for improvements, future needs, and rates. Various councils in the past have looked at once per week pick up, but citizen sentiment was to retain twice per week pick up at those times. A citizen survey could be conducted to determine if this should be reviewed again. Another suggestion that may be explored is the possibility of once per week pickup in the summer months only.

Capital Projects

Departments will submit updates for the FY 2027-2030 Capital Improvement Plan, that will be brought to Council. Unfunded projects are also presented for discussion and determining if they are still needed projects when looking for funding sources such as grants. Additionally, the current 1% Sales Tax extension ends December 31, 2026. A committee was formed and projects are being presented for ranking and presentation to City Council March 11, 2026 who will determine final projects that would be presented in conjunction with County projects for voters to approve an extension.

Downtown Drainage – A study is underway to determine possible solutions to flooding being experienced in the downtown/historic area during storm or rain events. Solutions and associated costs will be used to determine a capital project(s) to help in this area.

Infrastructure Maintenance – Development of an annual funding plan to accumulate funds for large rehabilitation and/or replacement projects of aging infrastructure has been set up for several types of infrastructure. Additional plans of this nature may be needed.

Infrastructure and Growth Management – Municipalities are facing higher costs for capital facilities, increased service demands from new construction, and limitations on strengthening growth plans due to legislation proposals.

Long Range Financial Plan

FY 2026 – FY 2030

and Property Tax Reform

City Council Meeting
March 25, 2026



Fiscal Forecasts



Punta Gorda

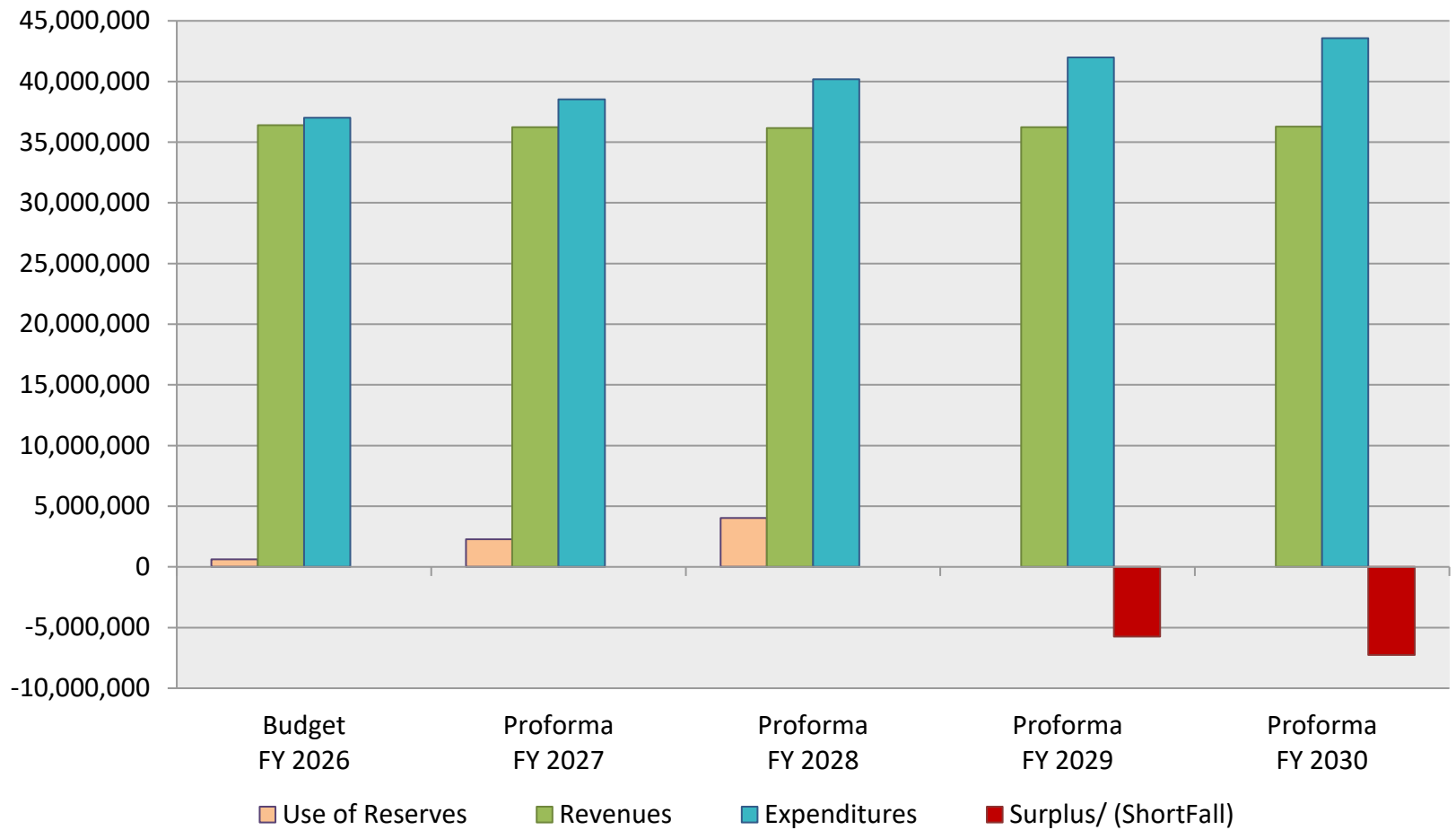
General Fund Proforma

Budget FY 2026 through Proforma FY 2030

	Budget FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030
Change in Taxable Value of Property	2.3%	0%	0%	0%	0%
Revenues:					
Ad Valorem Tax	\$19,340,100	\$19,340,100	\$19,340,100	\$19,340,100	\$19,340,100
Other Revenue	17,065,430	16,893,075	16,833,060	16,885,395	16,951,820
Total Revenues	36,405,530	36,233,175	36,173,160	36,225,495	36,291,920
Expenditures:					
Personnel Expenditures	25,947,520	27,537,835	29,177,310	30,772,830	32,217,745
Operating Expenditures	8,157,980	8,375,080	8,636,425	8,900,580	9,173,700
Capital Outlay	1,883,200	1,322,280	1,412,280	1,338,000	1,200,000
Transfers for Capital Projects	310,000	560,000	245,000	245,000	245,000
Transfers for Roads	709,000	709,000	709,000	709,000	709,000
Council Contingency	15,000	15,000	15,000	15,000	15,000
Total General Expenditures	37,022,700	38,519,195	40,195,015	41,980,410	43,560,445
Estimated Beginning Reserves	\$15,159,977	\$14,542,807	\$12,256,787	\$8,234,932	\$2,480,017
Estimated Ending Reserves	\$14,542,807	\$12,256,787	\$8,234,932	\$2,480,017	(\$4,788,508)
Minimum Reserve 16.7%	\$6,182,800	\$6,432,800	\$6,712,600	\$7,010,800	\$7,274,600

*Estimated increase in reserves from FY 2025 due to additional revenue and reduced expenditures less PO rollovers and projected re-appropriations is approximately \$2 million and not included in the above proforma

General Fund Revenues and Expenditures

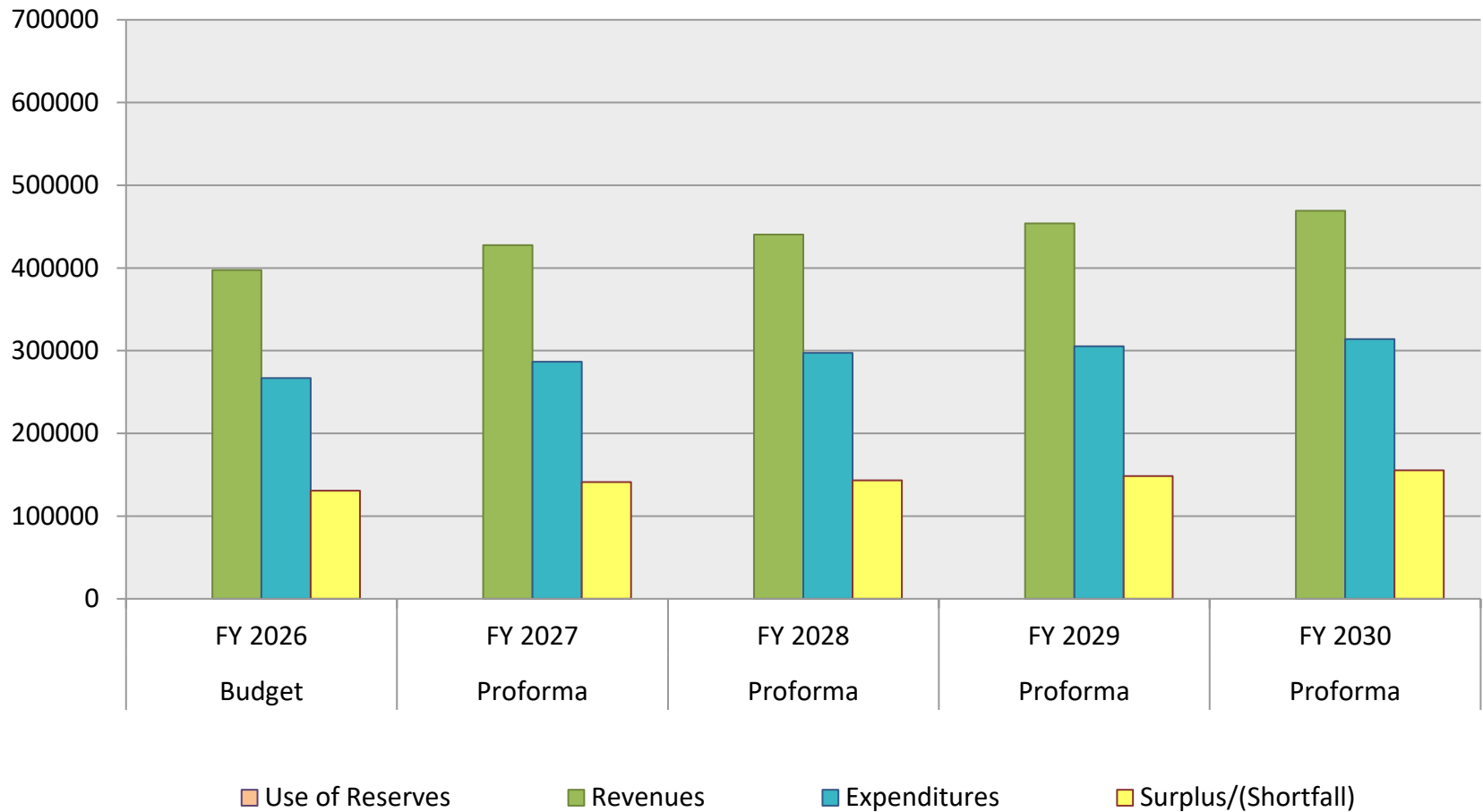


City Leased Property Fund

Budget FY 2026 through Proforma FY 2030

	Budget FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030
Herald Court Operations Division					
Herald Court Revenues	\$247,425	\$271,750	\$278,640	\$286,385	\$294,480
Herald Court Operating Expenditures	266,880	286,500	297,175	305,445	314,020
Revenues in Excess (Shortfall) of Herald Ct Operations	(19,455)	(14,750)	(18,535)	(19,060)	(19,540)
Reserve - Herald Ct (Beg)	105,430	85,975	71,225	52,690	33,630
Reserve - Herald Ct (End)	\$85,975	\$71,225	\$52,690	\$33,630	\$14,090
Non-Departmental Division					
Non-Departmental Revenues	\$150,185	\$155,950	\$161,725	\$167,515	\$174,820
Non-Departmental Expenditures	0	0	0	0	0
Revenues in Excess (Shortfall) of Other Operations	150,185	155,950	161,725	167,515	174,820
Reserve - Other Operations (Beg)	855,143	1,005,328	1,161,278	1,323,003	1,490,518
Reserve - Other Operations (End)	\$1,005,328	\$1,161,278	\$1,323,003	\$1,490,518	\$1,665,338

City Leased Property Fund Revenues and Expenditures



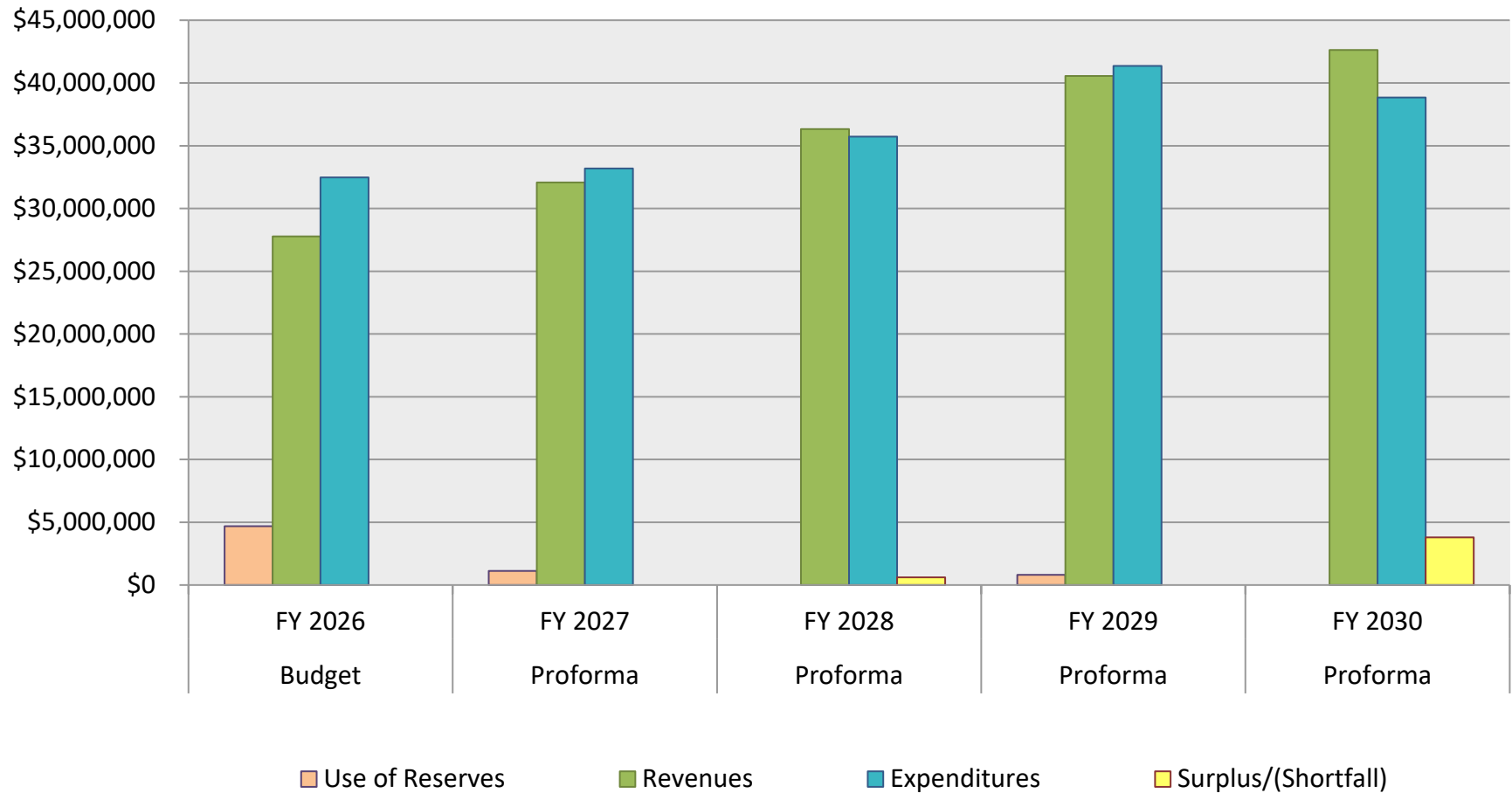
Note: surplus is from non-herald court leases

Utilities OM&R Fund Proforma

Budget FY 2026 through Proforma FY 2030

	Budget FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030
Revenues:					
Chg for Serv - Water	\$15,739,685	\$16,605,365	\$18,677,105	\$20,997,845	\$22,122,630
Chg for Serv - Sewer	11,063,760	13,548,510	15,381,915	17,283,615	18,200,430
Other Revenue	981,790	1,922,715	1,923,665	1,924,645	1,955,655
Annual Assessments - Septic to Sewer-Area 1	0	0	350,000	350,000	350,000
Total Revenues	27,785,235	32,076,590	36,332,685	40,556,105	42,628,715
Expenses:					
Operations	21,110,545	21,575,880	22,880,135	22,851,270	23,886,640
Renewal & Replacement of Infrastructure	1,120,000	1,120,000	1,120,000	1,120,000	1,120,000
Transfer for Capital Improvement Projects	9,235,000	6,250,000	2,585,000	4,500,000	600,000
Existing Debt Service - RO SRF Loan	999,595	999,595	999,595	999,595	999,595
Transfer to SRF Fund-reserve incr(decr)	0	1,500,000	0	0	0
Est. new debt service WWTP	0	1,750,225	3,500,450	3,500,450	3,500,450
Est. new debt service WTP Filtration Rehab	0	0	1,705,550	3,411,100	3,411,100
Est. new debt service WTP RO Expansion	0	0	1,705,550	3,411,100	3,411,100
Est. new debt service Septic to Sewer-Area 1	0	0	0	344,000	688,000
Total Expenses	32,465,140	33,195,700	35,719,415	41,360,650	38,840,020
Revenues in Excess (Shortfall) of Expenses	(4,679,905)	(1,119,110)	613,270	(804,545)	3,788,695
Operating Reserves-Beg	8,882,542	4,202,637	3,083,527	3,696,797	2,892,252
Operating Reserves-End	\$4,202,637	\$3,083,527	\$3,696,797	\$2,892,252	\$6,680,947

Utilities OM&R Fund Revenues and Expenditures

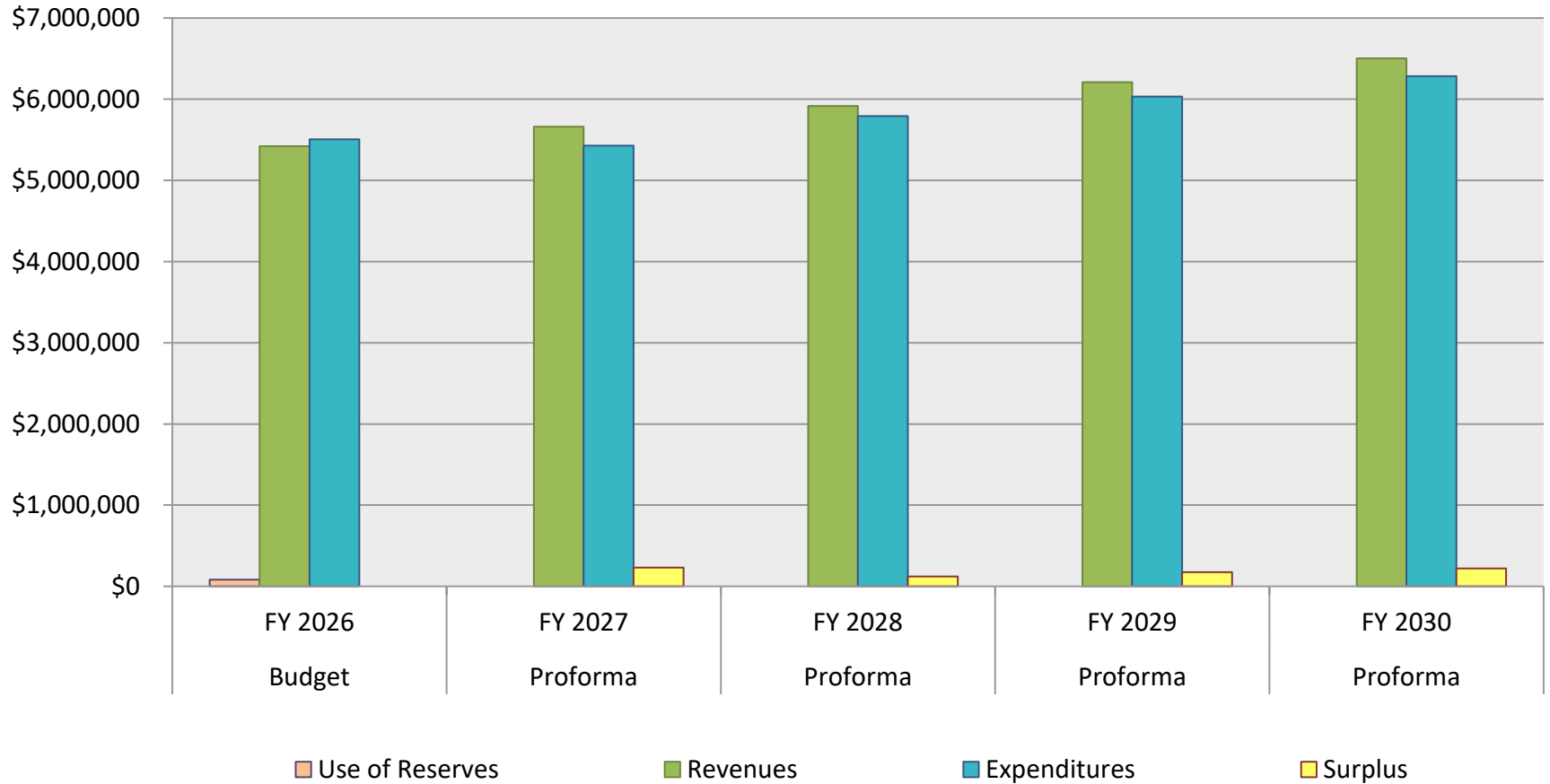


Sanitation Fund Proforma

Budget FY 2026 through Proforma FY 2030

	Budget FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030
Revenues:					
Chg for Serv - Refuse Collection	\$5,347,415	\$5,603,975	\$5,860,865	\$6,153,335	\$6,447,370
Other Revenue	74,100	55,600	55,600	55,600	55,600
Total Revenues	5,421,515	5,659,575	5,916,465	6,208,935	6,502,970
Expenses:					
Operations	5,100,115	5,227,110	5,388,690	5,627,895	5,878,275
Capital	405,000	200,000	405,000	405,000	405,000
Total Expenses	5,505,115	5,427,110	5,793,690	6,032,895	6,283,275
Revenues in Excess (Shortfall) of Expenses	(83,600)	232,465	122,775	176,040	219,695
Operating Reserves-Beg	861,250	777,650	1,010,115	1,132,890	1,308,930
Operating Reserves-End	\$777,650	\$1,010,115	\$1,132,890	\$1,308,930	\$1,528,625

Sanitation Fund Revenues and Expenditures

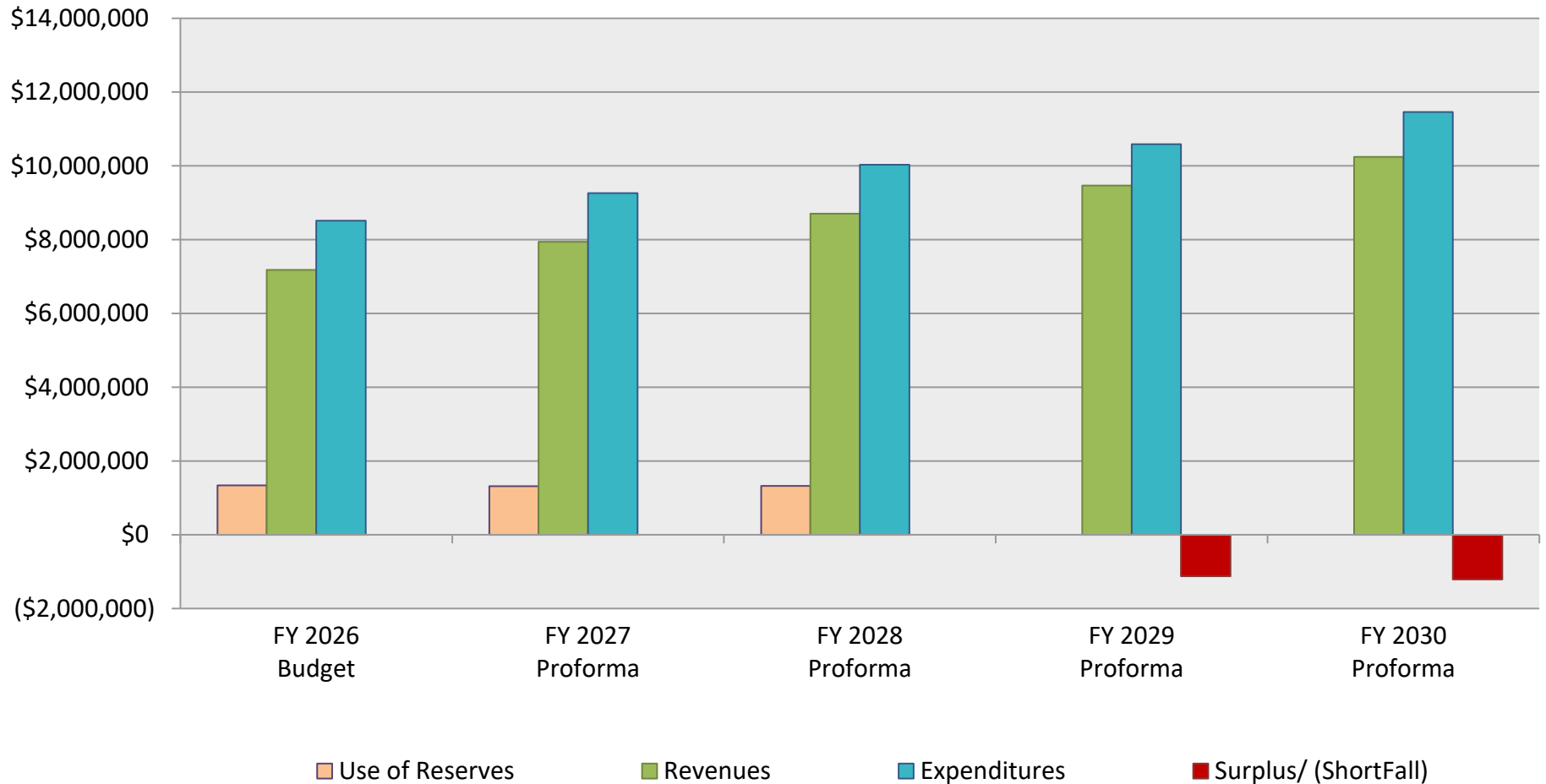


PGI Canal Maint. Fund Proforma

Budget FY 2026 through Proforma FY 2030

	Budget FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030
Assessment Rate	\$1,350	\$1,500	\$1,650	\$1,800	\$1,950
Revenues:					
Operating Assessment	\$7,020,415	\$7,800,030	\$8,579,650	\$9,359,265	\$10,138,880
FEMA & State-Hurricane Reimb.	0	0	0	0	0
Other Revenue	158,000	143,000	128,000	105,500	105,500
Total Revenues	7,178,415	7,943,030	8,707,650	9,464,765	10,244,380
Expenditures:					
Operations	1,866,560	1,928,405	2,013,745	2,082,145	2,174,360
Inlet Dredging	60,000	60,000	60,000	60,000	60,000
Seawalls and Stabilization	6,199,700	6,910,690	7,643,010	8,397,300	9,174,220
Capital Outlay & Special Projects	339,200	310,000	267,000	0	0
Reserve for Contingencies	50,000	50,000	50,000	50,000	50,000
Total Expenditures	8,515,460	9,259,095	10,033,755	10,589,445	11,458,580
Expenditures	(1,337,045)	(1,316,065)	(1,326,105)	(1,124,680)	(1,214,200)
Operating Reserves-Beg	5,522,176	4,410,131	3,319,066	1,992,961	868,281
Reserve Seawall Replacement-Beg	450,000	225,000	0	0	0
Reserve Seawall Replacement-End	\$225,000	\$0	\$0	\$0	\$0
Operating Reserves-End	\$4,410,131	\$3,319,066	\$1,992,961	\$868,281	(\$345,919)

PGI Canal Maintenance Fund Revenues and Expenditures

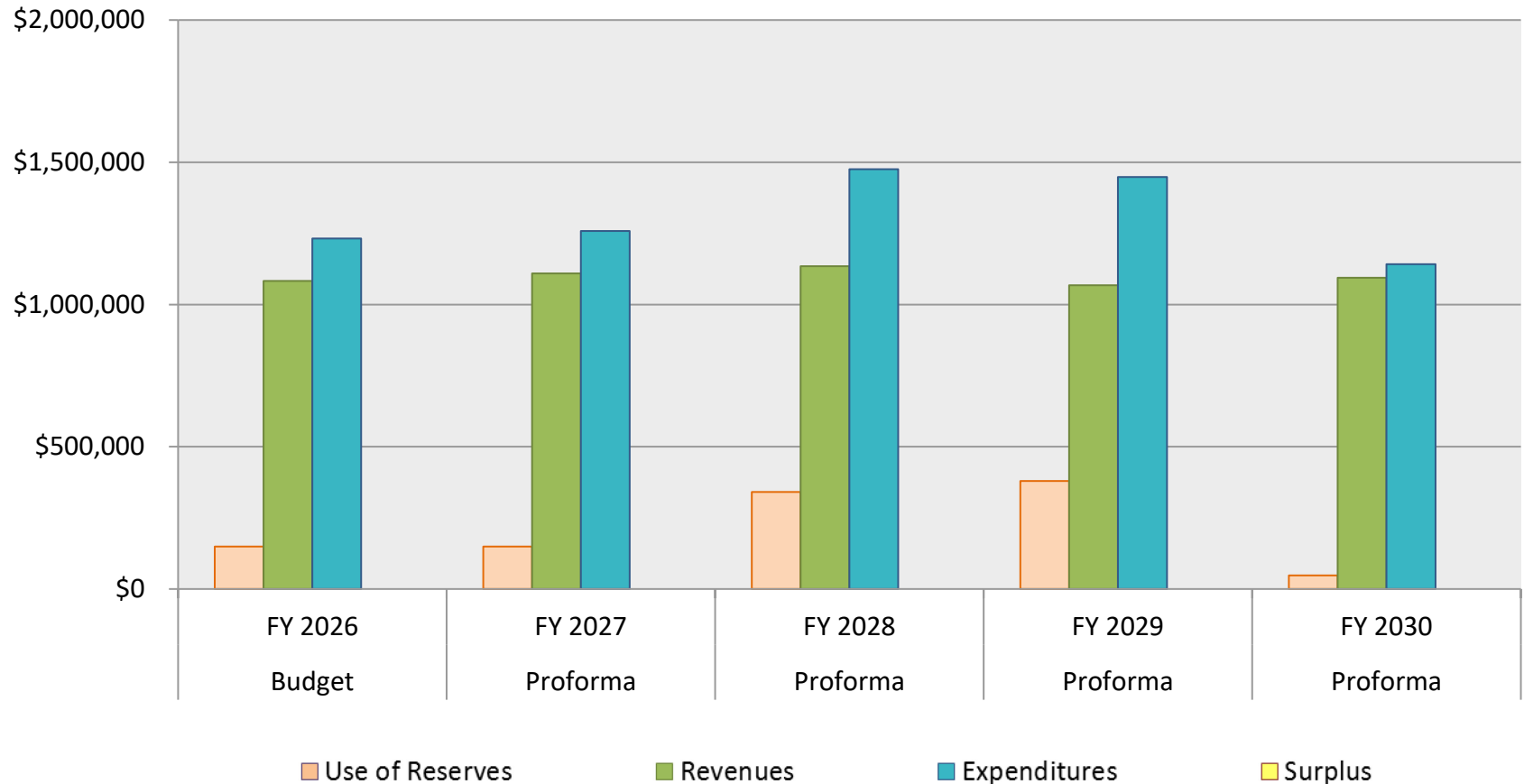


BSI Canal Maint. Fund Proforma

Budget FY 2026 through Proforma FY 2030

	Budget FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030
Operating Rate	\$920	\$945	\$970	\$995	\$1,020
Special Project Rate	\$90	\$90	\$90	\$0	\$0
Revenues:					
Operating Assessment	\$948,560	\$974,335	\$1,000,110	\$1,025,885	\$1,051,660
Special Project Assessment	92,795	92,795	92,795	0	0
Miscellaneous Revenue	42,000	42,000	42,000	42,000	42,000
Total Revenues	1,083,355	1,109,130	1,134,905	1,067,885	1,093,660
Expenditures:					
Operations	173,710	178,420	173,300	188,360	183,610
Seawalls and Stabilization	717,505	739,160	761,470	784,450	808,115
Barge Access/Lock Removal Proj Debt Service	91,200	91,200	91,200	0	0
Reserve for Contingencies	50,000	50,000	50,000	50,000	50,000
Total Expenditures	1,232,415	1,258,780	1,475,970	1,447,810	1,141,725
Revenues in Excess (Shortfall) of Expenditures	(149,060)	(149,650)	(341,065)	(379,925)	(48,065)
Operating Reserves-Beg	1,524,349	1,375,289	1,225,639	884,574	504,649
Reserve Seawall Repl & Spec.Proj-Beg	200,000	200,000	200,000	200,000	200,000
Reserve Seawall Repl & Spec.Proj-End	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Operating Reserves-End	\$1,375,289	\$1,225,639	\$884,574	\$504,649	\$456,584
Projects Requiring Approval & Funding:					
Lock Wood Railing Improvement	160,000	375,000	0	0	0
Est. Beg. Reserves with projects	1,724,349	1,415,289	890,639	549,574	169,649
Est. End. Reserves with projects	\$1,415,289	\$890,639	\$549,574	\$169,649	\$121,584

BSI Canal Maintenance Fund Revenues and Expenditures

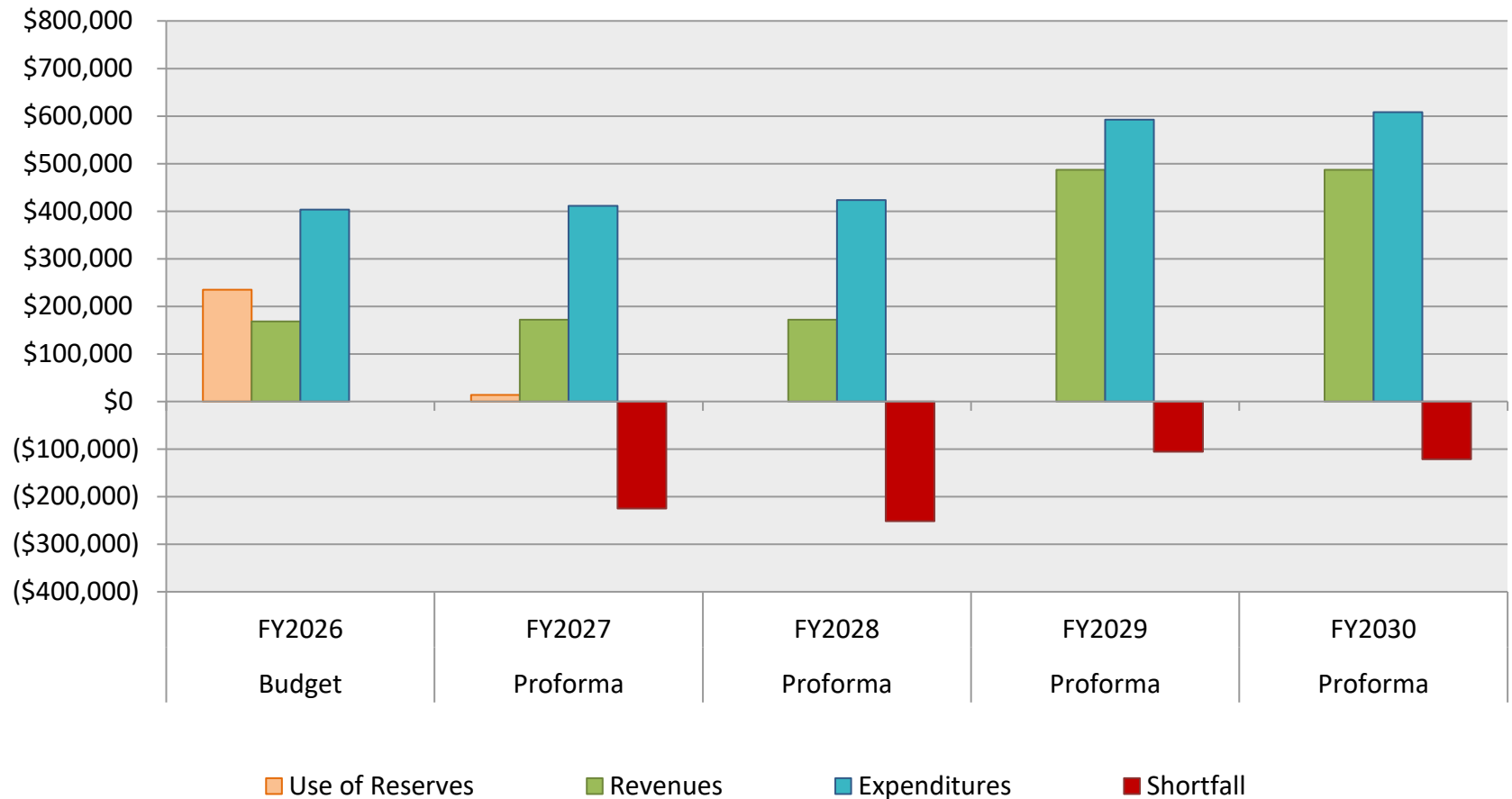


Laishley Park Marina Fund Proforma

Budget FY 2026 through Proforma FY 2030

	Budget FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030
Revenues:					
Slip & Mooring Rentals	\$131,395	\$135,150	\$135,150	\$449,650	\$449,650
Intergovernmental Revenue	12,000	12,000	12,000	12,000	12,000
Other Revenue	25,155	24,645	24,885	25,125	25,365
Total Revenues	168,550	171,795	172,035	486,775	487,015
Expenses:					
Laishley Park Marina Expenses	170,135	171,585	177,220	278,740	285,860
Marina Park Contract Expenses	233,105	239,415	246,290	307,675	316,545
Capital Outlay	0	0	0	6,000	6,000
Total Expenses	403,240	411,000	423,510	592,415	608,405
Revenues in Excess (Shortfall) of Expenses	(234,690)	(239,205)	(251,475)	(105,640)	(121,390)
Operating Reserves-Beg	248,755	14,065	(225,140)	(476,615)	(582,255)
Operating Reserves-End	\$14,065	(\$225,140)	(\$476,615)	(\$582,255)	(\$703,645)

Laishley Park Municipal Marina Fund Revenues and Expenditures

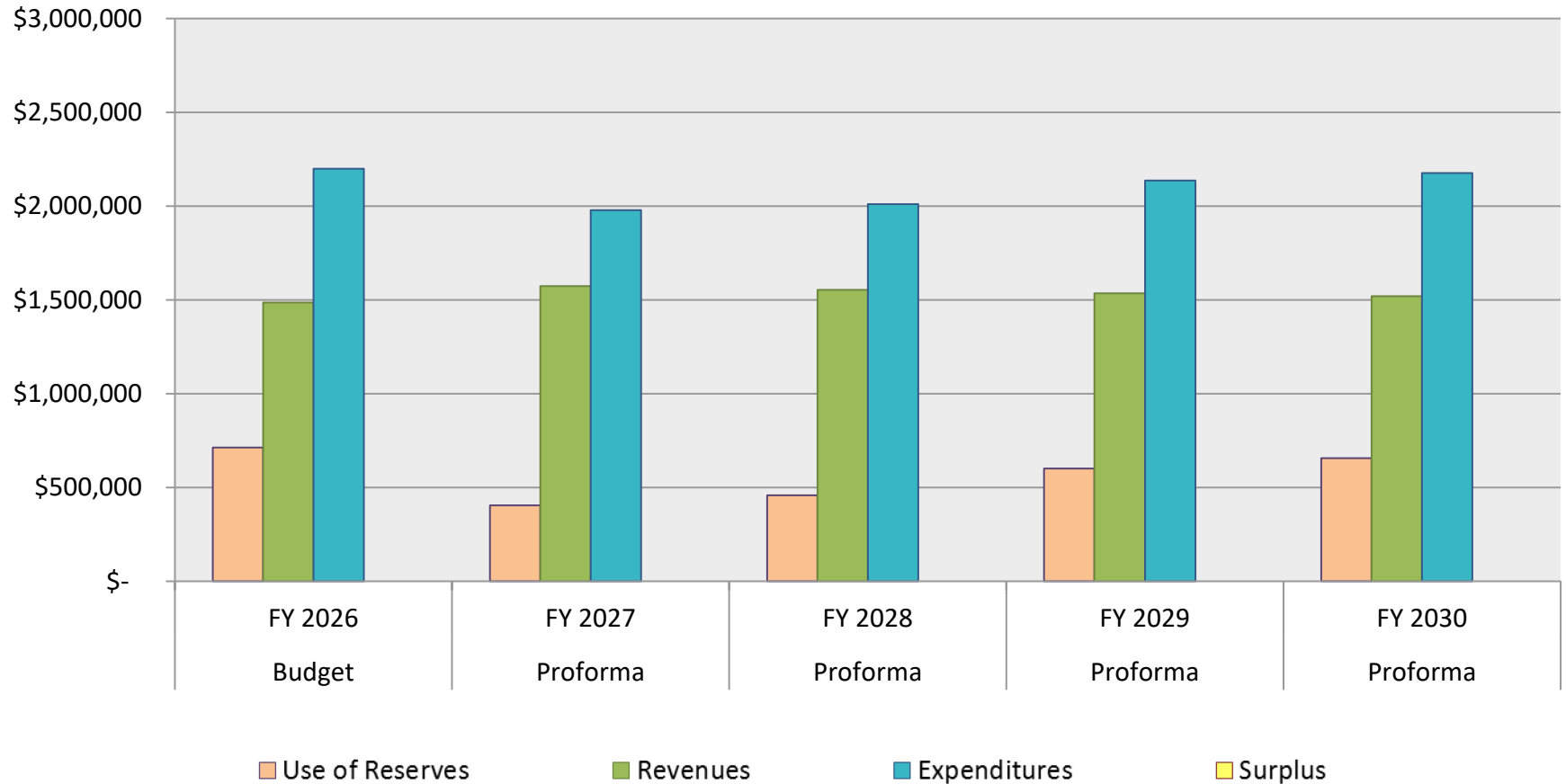


Building Fund Proforma

Budget FY 2026 through Proforma FY 2030

	Budget FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030
Revenues:					
Permits, Fees & Spec.Assessments	\$1,327,000	\$1,427,000	\$1,427,000	\$1,427,000	\$1,427,000
Other Revenue	159,000	147,000	126,000	108,000	93,000
Total Revenues	1,486,000	1,574,000	1,553,000	1,535,000	1,520,000
Expenses:					
Operations	2,199,455	1,933,995	2,011,165	2,091,655	2,175,625
Capital	0	45,000	0	45,000	0
Total Expenses	2,199,455	1,978,995	2,011,165	2,136,655	2,175,625
Revenues in Excess (Shortfall) of Expenses	(713,455)	(404,995)	(458,165)	(601,655)	(655,625)
Operating Reserves-Beg	3,165,789	2,452,334	2,047,339	1,589,174	987,519
Operating Reserves-End	\$2,452,334	\$2,047,339	\$1,589,174	\$987,519	\$331,894

Building Fund Revenues and Expenditures

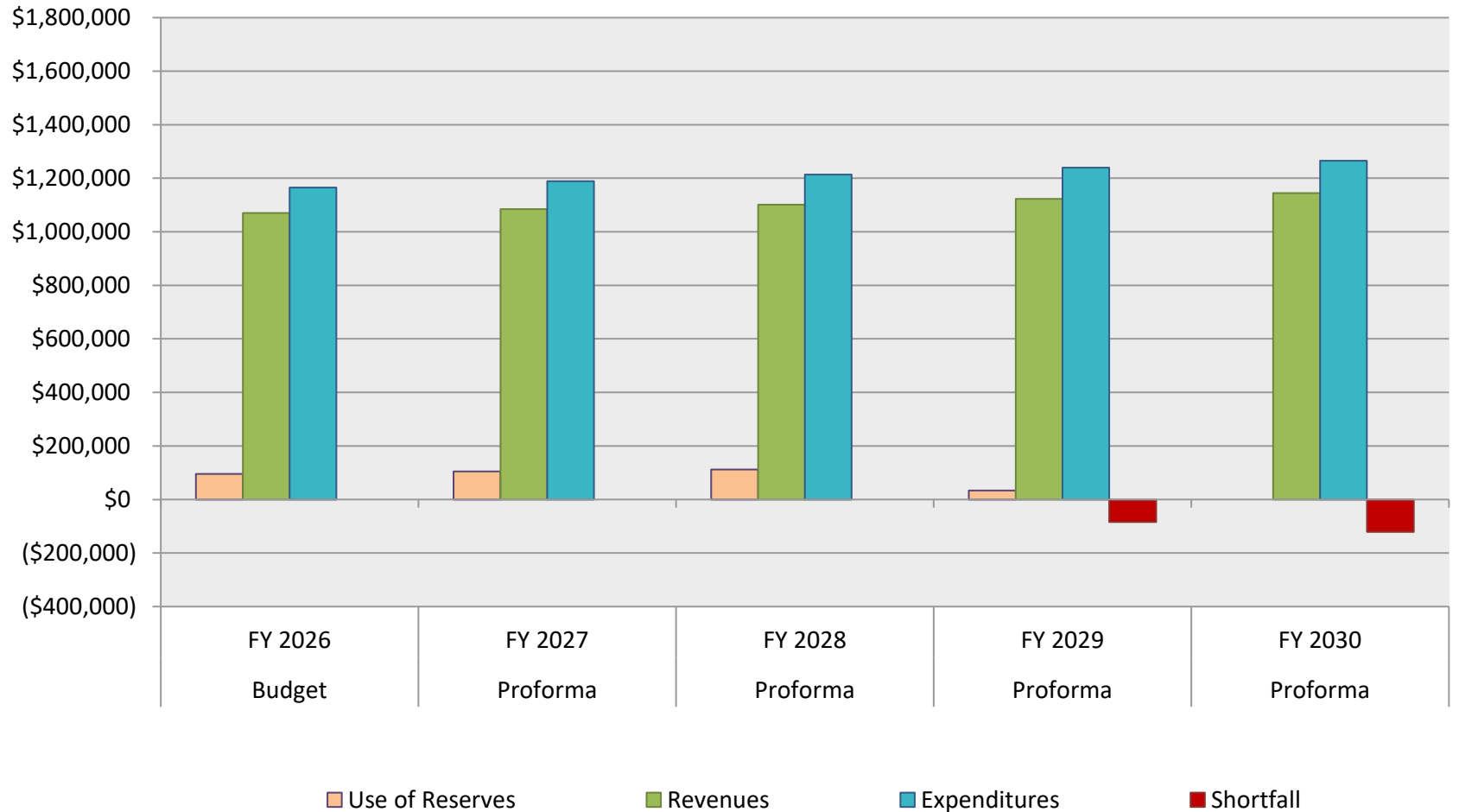


6 Cent Gas Tax Fund Proforma

Budget FY 2026 through Proforma FY 2030

	Budget FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030
Revenues:					
Local Option Gas Tax	\$704,240	\$718,325	\$732,690	\$747,345	\$762,290
Other Revenue	365,650	366,600	369,095	375,460	382,415
Total Revenues	1,069,890	1,084,925	1,101,785	1,122,805	1,144,705
Expenditures:					
Operating Expenditures	1,165,535	1,189,500	1,214,185	1,239,615	1,265,810
Total Expenditures	1,165,535	1,189,500	1,214,185	1,239,615	1,265,810
Revenues in Excess (Shortfall) of Expenditures	(95,645)	(104,575)	(112,400)	(116,810)	(121,105)
Operating Reserves-Beg	345,742	250,097	145,522	33,122	(83,688)
Operating Reserves-End	\$250,097	\$145,522	\$33,122	(\$83,688)	(\$204,793)

6 Cents Gas Tax Fund Revenues and Expenditures

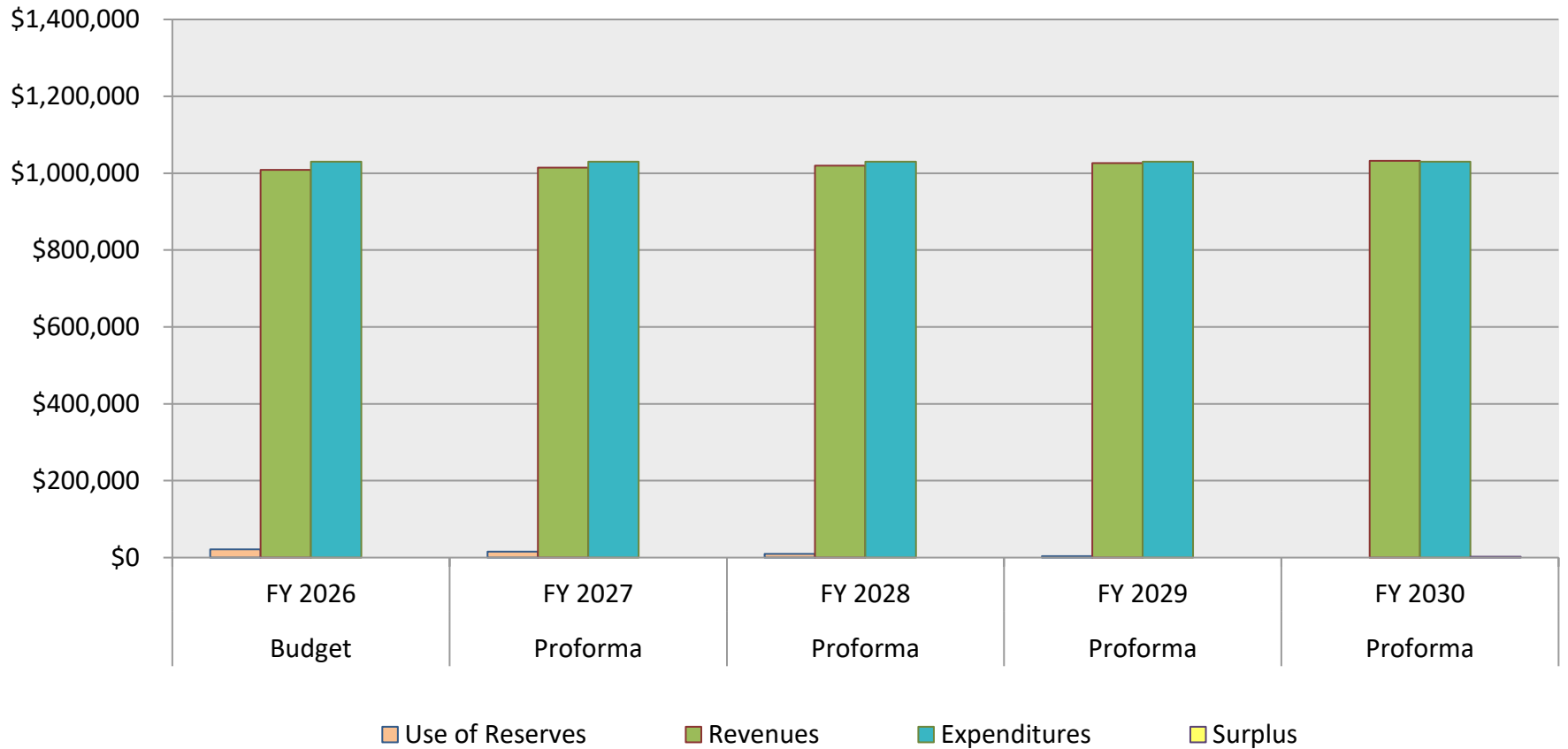


Add'l 5 Cent Gas Tax Fund Proforma

Budget FY 2025 through Proforma FY 2029

	Budget FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030
Revenues:					
Local Option Gas Tax	\$297,910	\$303,870	\$309,950	\$316,150	\$322,470
Transfer from General Fund Ad Valorem	709,000	709,000	709,000	709,000	709,000
Other Revenues	1,875	1,375	1,050	875	875
Total Revenues	1,008,785	1,014,245	1,020,000	1,026,025	1,032,345
Expenditures:					
Paving	1,030,000	1,030,000	1,030,000	1,030,000	1,030,000
Total Expenditures	1,030,000	1,030,000	1,030,000	1,030,000	1,030,000
Revenues in Excess (Shortfall) of Expenditures	(21,215)	(15,755)	(10,000)	(3,975)	2,345
Operating Reserves-Beg	85,381	64,166	48,411	38,411	34,436
Operating Reserves-End	\$64,166	\$48,411	\$38,411	\$34,436	\$36,781

5 Cents Gas Tax Fund Revenues and Expenditures



Strategic Plan



Punta Gorda

Update

- Sets overall goals
- Heart of the Harbor Conversation set for March 26th at Punta Gorda Library, 4-6 pm
- City Manager challenges departments and divisions to forecast their needs to meet the goals and objectives of long-term plans
 - Develop understanding of operating impacts for each Capital Improvement Project
 - Staffing needs
 - On-going maintenance costs
 - Equipment needs
- Capital Improvement Program and 1% Sales Tax project planning

Budget Issues



Punta Gorda

General Fund and CityWide

Items not included in current budget or proforma

▶ Legislative Proposals

- ▶ 8 Current Proposals related to Ad Valorem – Additional discussion to follow towards end of presentation
- ▶ Restricting decreases to public safety budgets – could affect other services such as parks
- ▶ Increasing payout caps for injuries – possible increase liability costs
- ▶ Restrict raising new revenues or business tax changes

General Fund and CityWide

Items not included in current budget or proforma

► Operating Budgets (non-personnel)

- Start FY 2027 budget 10% less from FY 2026

► Hurricane Recovery

- Demands for recovery projects in addition to existing projects and workload
- Hurricane Ian permanent work projects funded 90% from FEMA, 5% State, and 5% City (to come from reserves)
- Hurricane Helene and Milton permanent work projects funded 75% from FEMA, 12.5% State, and 12.5% City (to come from reserves)
- Still need to be preparing for upcoming hurricane season

General Fund and CityWide

► Economic Conditions

- Monitoring forecasts and local conditions
- Use of proformas help to see how changes affect future years

► Inflation

- Slowed to 2.7% for 2025 but still above annual federal target of 2%
- Continue to look for grants to supplement increased project costs
- Review projects for timing based on cost increases
- Look for alternative funding sources

General Fund and CityWide

Attraction and Retention of Employees

► Compensation and Benefit Study

- Comparisons with local area and other like sized municipalities
- Need to remain competitive with local job market pool

► Health Insurance Rates

- Projection at 6%
- Last year increase was 3.5%
- No indication yet of what upcoming rates might be

► Pension Increases For FY 27

- Police Pension increase 71.8%
- Fire Pension increase 78.6%
- General Employee increase 4.2% (which is under the 5% assumed)

General Fund and CityWide

► Staffing Needs

- Department and Divisions have increased work loads
- Current five year planning of staffing through FY 2030 – FY 2027 positions will still be reviewed for inclusion

► Public Safety Bargaining Unit Contracts

- Negotiations to for Police Officers still ongoing

► Fire Staffing Standards

- Applied for SAFER Grant for several years without success
- Have been increasing 1-3 firefighters per year when able to
- Review again during budget process

General Fund and CityWide

► Information Technology

- Focus on improving City operations; providing efficiencies; and improving productivity
- Rising costs continue in this area due to: Security enhancements; Storage capacity needs; Cloud technology; Accessibility improvements
- Need to balance costs with security and operational efficiencies when analyzing in the decision making process

► Contributions for discussion

- Charlotte Harbor Environmental Center - \$20,000
- Coastal and Heartland National Estuary Partnership - \$5,000
- United Way - \$27,500

General Fund and CityWide

- ▶ Uncertainty of Federal Funding Programs and Directives from Federal Administration
 - Unknown how recent changes will affect states and local governments
 - Possible new required terms for federal grants and contracts
 - Funding programs may be reduced
 - Continue to monitor

PGI Canal Maintenance Fund

► Hurricane Ian

- Approximate 6.5 miles of damaged seawall
- Funding 90% FEMA, 5% State, and 5% City
- Obligations beginning but reduced project scopes; Assessment districts will need to cover difference; Possible extend financing

► Proposed rate assessment changes will be reviewed and presented during budget process

BSI Canal Maintenance Fund

► Hurricane Ian

- Approximate 0.5 miles of damaged seawall
- Funding 90% FEMA, 5% State, and 5% City
- Obligations beginning but reduced project scopes; Assessment districts will need to cover difference; Possible extend financing

► Proposed rate assessment changes will be reviewed and presented during budget process

- Lock wood railing project not approved at this time

City Leased Property Fund

► Reduced Rental Revenue

- Fire Department will be using two units
- Maintenance will not be able to be fully covered without normal revenues
- CAM and other maintenance will need to be covered by general fund

Utilities Fund

► Legislative Proposals

- Reduction of surcharge to properties outside of City limits; Estimated \$1.3 to \$1.4 million reduction in revenue
- Shift responsibility of Utilities of area outside City limit to County; unknown impacts to both City and County

► Water Quality/Septic to Sewer

- Grant for design of first priority area
- Currently moved to FY 2028 in five-year plan; additional grants for construction may be needed
- Development of schedule to include community meetings with affected properties, assessment process, grant and/or loan applications

Utilities Fund

► Financing and User Rates

- Rate sufficiency study completed & implemented accounting for increased capital improvement plan
- Received preliminary approvals for hurricane related SRF funding of \$45 million with 50% loan forgiveness and 0% interest for remaining 50%
- Bond counsel and financial advisor discussed options. Current plan to use short term financing prior to need for longer term financing plan based on projects and cash flow needs
- Grant opportunities continue to be sought

Marina Fund

- ▶ Lost revenues from damaged docks and mooring fields from Hurricanes
 - Submitted project with FEMA
 - Will need subsidy from other funds Marina is fully operational
- ▶ Options for management being explored
 - In-house, vendor, or public-private partnership
- ▶ Rates and other revenue sources
 - Review and update rates
 - Boat parking and/or Boat ramp fees

Building Fund

► Focus on Technology

- Digital submissions and digital review of plans
- Updating application types and website
- Bid process started for new software that must be compatible with City's current ERP system or future ERP system

Sanitation Fund

- ▶ Industrial Standards Study to review:
 - Routes
 - Rates for services
 - Current practices
 - Future needs
 - Provide suggestions for improvements

- ▶ Twice per week vs Once per week pickup
 - Look at once per week?
 - Survey?

Capital Projects

- ▶ Committee formed for 1% Sales Tax Extension and recommendations brought to Council
- ▶ Downtown Drainage
 - Study to determine possible solutions and associated costs
- ▶ Infrastructure Maintenance
 - Development of additional annual funding plans to accumulate funds for larger rehabilitation and/or replacement projects for aging infrastructure
- ▶ Infrastructure and Growth Management
 - Facing higher costs for capital facilities, increased service demands, and limitations on strengthening growth plans due to legislation proposals

Property Tax Reform



What is Property Tax?

- Property tax is an ad valorem tax meaning the amount owed is a percentage of the assessed value of real estate
- Property taxes are the main source of revenue for most local governments in the U.S. They are used to fund a variety of things including public safety departments, road construction and repair, schools, and other local services that benefit the community



Millage Rate

What is Millage Rate?

A millage rate is the amount of tax per \$1,000 of taxable assessed property value

How to Calculate Taxes Using Millage Rate?

The property tax owed is calculated by dividing the millage rate by 1,000 and multiplying the product by the taxable assessed value of the property, which accounts for any exemptions

Example

A millage rate of 3.900 means you pay \$3.90 in taxes for every \$1,000 of your property's taxable assessed value

Punta Gorda

How does the City's Millage Rate compare locally?

- Arcadia: 7.9000
- Fort Myers: 6.5000
- Cape Coral: 5.1471 + Debt Rate 0.1608
- Punta Gorda: 3.8686
- Venice: 3.9041 + Debt Rate 0.3632
- North Port: 3.7760
- Sarasota: 3.2730 + Debt Rate 0.1350
- Naples: 1.2300
- Bonita Springs: 0.8470 + Fire Service 1.9466

Current Millage Rates

0.2%
West Coast
Inland
Navigation
0.0394

1.2%
Environmentally
Sensitive Lands
0.2000

1.1%
Southwest FL Water
Management
0.1831



36.4%
Charlotte County
6.0394

23.3%
City of Punta Gorda
3.8686

37.8%
Charlotte County
School Board
6.2880

Does the Millage Rate Cover it All?

Millage Rate

Based on FY 2026 Original Budget
(excludes bargaining impacts for police)

	Amount	Rate
REVENUE		
Ad Valorem	\$19,340,100	3.8686
EXPENDITURES		
Paving Program	\$ 709,000	0.1418
Police Operating*	\$11,324,670	2.2653
Fire Operating	\$ 7,612,425	1.5227
Public Works Operating*	\$ 8,579,580	1.7162
	\$28,225,675	5.6460

* Police Operating excludes estimated grant revenues and reimbursement from Charlotte County School Board and Public Works Operating includes Drainage Program



Proposed Property Tax Reform

- Ongoing statewide focus on property tax relief
- Multiple proposals filed this session
- Voters will decide from multiple options on the 2026 ballot
- All proposals prohibit reduction of law enforcement funding and exempt school taxes
- No implementing bills now – framework will be set after voter decisions



Proposed Property Tax Reform

Governor Desantis

- Dismissed concept of multiple ballot options
- Wants proposal to benefit full-time residents
- Not interested in proposal for residents aged 65+, as it does not help newer homeowners
- Has not yet produced a plan on property taxes, but will introduce when ready
- Indicated would call a Special Session, if necessary



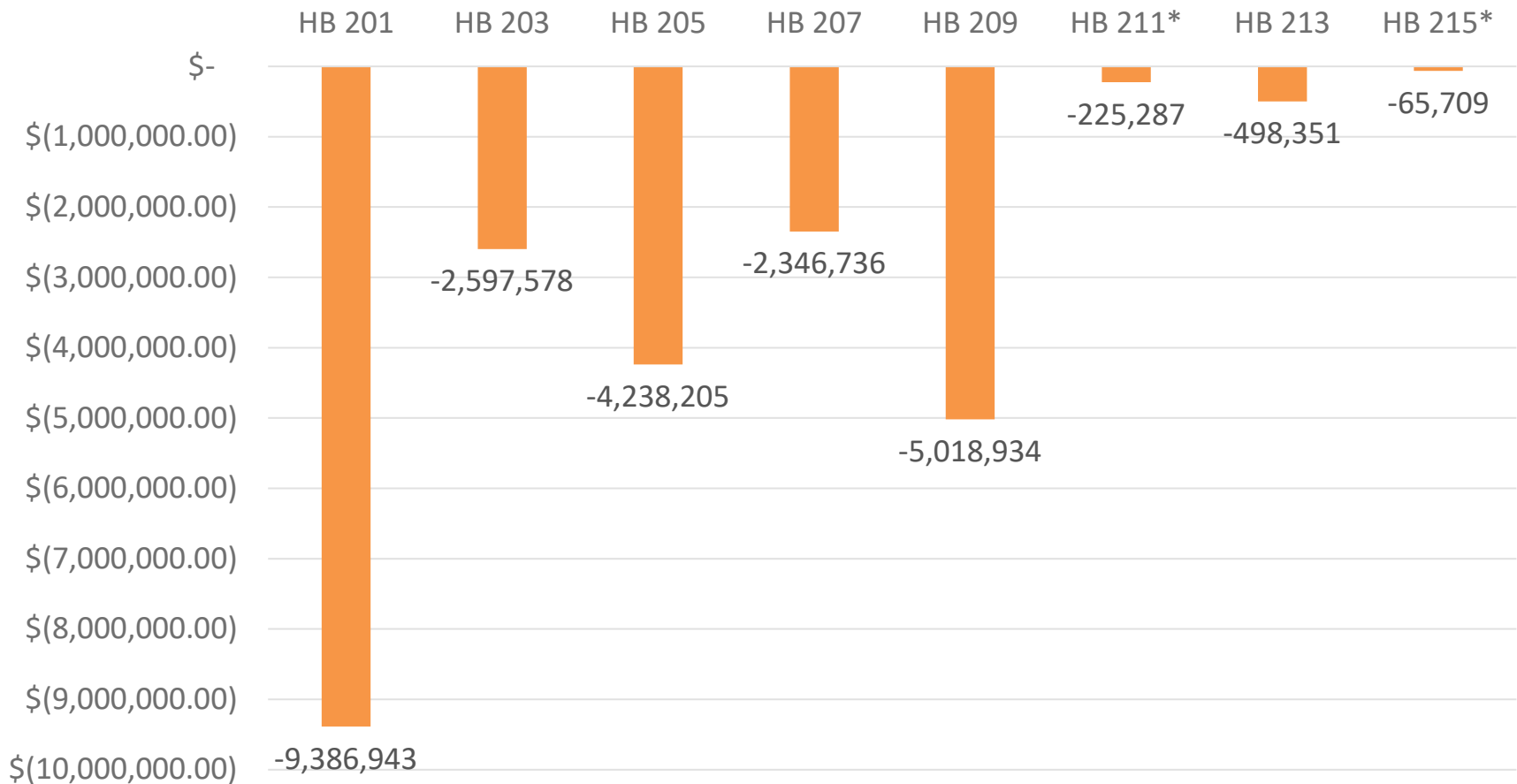
Current House Proposals

Bill	Title	Description	Last action
HB 201	Elimination of Non-School Property Tax for Homestead	Exempts homestead property from all ad valorem taxes other than school district levies.	1/13/26 House – 1 st reading
HB 203	Phased out Elimination of Non-School Property Tax For Homesteads	Annually raises the homestead exemption for non-school ad valorem taxes by \$100,000 for 10 years. Makes homestead property fully exempt from non-school ad valorem taxes beginning in 2037.	2/19/26 Senate - Received
HB 205	Elimination of Non-School Property Tax for Homesteads for Persons Age 65 or Older	Exempts homestead property of persons age 65 or older from all ad valorem taxes other than school district levies.	1/13/26 House – 1 st reading
HB 207	Assessed Home Value Homestead Exemption of Non-School Property Tax	Adds new 25% homestead exemption for Non School Homestead Value. Excludes this 25% exemption from the annual inflation adjustment provision.	1/13/26 House – 1 st reading

Current House Proposals

Bill	Title	Description	Last action
HB 209	Property Insurance Relief Homestead Exemption of Non-school Property Tax	Increases the homestead exemption from non-school ad valorem taxes by \$200,000 for insured properties.	1/13/26 House – added to 2nd reading Calendar
HB 211	Accrued Save-Our-Homes Property Tax Benefit for Non-school Property Tax	Removes the \$500,000 cap on transferrable Save-Our-Homes for non-school ad valorem levies, allows the full accrued benefit to apply upon establishing a new homestead	1/13/26 House – 1 st reading
HB 213	Modification of Limitations on Property Assessment Increases	Raises the maximum permissible non-homestead property assessment increase from 10% to 15%, applying once every three years. Adjusts assessment caps to 3-year intervals.	1/13/26 House – added to 2nd reading Calendar
HB 215	Ad Valorem Taxation	Allows for Combined Save-Our-Homes differential for Married Couples, up to a combined \$500,000 limit.	1/13/26 House – 1 st reading

Impacts on City Ad Valorem Taxes



HB 205 – 45% estimate of population to be 65 & older based on 2023 Census population Data

HB 211 & 215 – used county percentage to calculate.

HB 213 – uses a 5% reduction (Going from 10% annually to 15% every three years)

What's Next?

- Council members actively engage in educating legislators on impacts of the House proposals
- Workshops to evaluate level of service impacts should proposals pass
- Educate residents on impacts and potential service level reductions
- Engage with other municipalities to brainstorm and discuss ideas for offsetting revenue reductions



Myths vs Facts

Myth	Fact
Eliminating property taxes will lower costs for everyday Floridians.	It won't be a tax cut-it'll be a tax shift. And you know what that means: Wealthy landowners and out-of-state property owners would benefit most, while working families will pay more, whether that be through higher sales taxes or hidden fees.
Scrapping property taxes won't impact essential services.	Services like public safety, parks, clean water depend on stable, local funding. Eliminating property taxes threatens the things that make Florida a great place to live.
This plan gives communities more control over their future.	It does the opposite. It centralizes power in Tallahassee, giving special interests more say while everyday residents lose their voice.

Florida League of Cities

The below links have a lot of information and video clips to help educate and initiate discussion

- [Let Local Voices Decide – Florida League of Cities](#)
- [Florida Formula Toolkit – Florida League of Cities](#)



**CITY COUNCIL
CITY OF PUNTA GORDA
03/25/2026**

REGULAR AGENDA

Title: Local Option Sales Tax

Funds: Not applicable.

Recommended Action: Review and consideration of projects for inclusion on the November 2026 Local Option Sales Tax Referendum.

Summary: A presentation of the ranked projects was provided on March 11, 2026. This will be the City Council's recommendation for projects to move forward to Charlotte County for inclusion on the November Referendum.

Department/Division: Urban Design

EXHIBITS:

1. [All CIP Projects Scoring List](#)

Scoring All CIP Projects to Date

Project	Score	Total Cost
Reverse Osmosis Plant Expansion	12.44	\$21,000,000 (Unfunded Portion)
Downtown Flooding Phase III	12.38	\$3,625,907
Laishley Marina Improvement Projects	11.00	\$800,000 (Annual Fund)
New Replacement Fire Truck	10.92	\$1,000,000
Public Safety Building Expansion	10.50	\$6,950,000
Historic District Infrastructure	10.25	\$2,788,000
West Henry St Property Improvements	10.17	\$3,227,000
Maud St Angled Parking	10.00	\$351,120
US-41 SB Bridge Approach Lighting	9.67	\$420,000
Royal Poinciana- Complete Street	9.56	\$3,255,840
Ponce de Leon Park Improvements	9.25	\$3,645,015
Complete Street – Airport Road, US41 - Cooper	9.17	\$1,990,000
Living Shoreline Extension – Shreve, Trabue	9.00	\$3,500,000
Traffic Signal - Burnt Store Rd & Home Depot	8.92	\$1,337,600
Sidewalk Connections W Marion - Bal Harbor	8.85	\$1,918,375
West William Street Drainage Improvements	8.85	\$275,000
Complete Street - Virginia Ave - US 41 to Nesbit	8.83	\$2,057,000
Channel and Basin Dredging at Boat Club Area	8.69	\$370,000
ADA Improvements - Citywide	8.69	\$1,853,390
Complete Street - Shreve Street	8.58	\$444,500
Gateway Alley 100 W Marion at Herald Court	8.54	\$372,750
Glasgow Avenue Improvements	8.54	\$825,000
Accessible Pedestrian Signals (APS)	8.46	\$800,000
Baynard - Vasco Sidewalks	8.44	\$517,105
Waterfront Sports Activity Center	8.42	\$3,500,000

Project	Score	Total Cost
Tropicana and Marion Sidewalk Enhancement	8.22	\$408,840
Sidewalk Connections Via Tripoli	8.15	\$319,980
Complete St - Virginia Ave - Harvey to US 41	8.11	\$1,015,695
Historic District Street Lights	7.92	\$683,440
Bicycle Capital Improvement Program	7.67	\$1,532,160
Harborwalk West – Area 3	7.67	\$2,298,000
Gilchrist Park Harborwalk Improvements	7.25	\$444,600
Pickleball Court Fencing Replacement	7.08	\$110,000
South Punta Gorda Park (Old Fire Station)	7.08	\$1,277,000
Trabue Park Improvements	7.00	\$1,641,700
Harborwalk Veteran’s Park Shade Structure(s)	6.83	\$446,800
Harborwalk – Laishley Park Marriage Point	6.75	\$999,096
Historic District Interpretation Markers	6.25	\$620,000
Sidewalk Improvements	Defer	
Unimproved Alleyways	Defer	
Harborwalk East Phase II	Defer	

**CITY COUNCIL
CITY OF PUNTA GORDA
03/25/2026**

REGULAR AGENDA

Title: Project Updates

Funds:

Recommended Action: Informational Purposes Only

Summary: Updates will be provided to Council focusing on key city projects.

Department/Division: Urban Design / City Manager

EXHIBITS:

-
1. [Public Works Project Log 3-8-26](#)
 2. [Utilities Project Log 3-10-26](#)
 3. [CIP Project Updates March](#)
-

Public Works Master Project Log											
Priority Schedule 1 - [Highest] Critical, immediate action required 2 - [High] Important, but can wait a short period 3 - [Medium] Moderate, can be scheduled for near future 4 - [Low] Can be deferred and completed when time allows 5 - [Lowest] Little to no impact if not completed							Percentage of Completion 5% - Job folder created 10% - Beginning exploratory investigation SOW, SOV in progress 25% - Completion & submittal of requisition package [SOW, SOV, exhibits, etc] 35% - Review of draft documents from procurement in progress 45% - Bid has been released or procurement is actively requesting quotes 50% - Purchase order issued or Work Order generated and OK for project start 55% - Project kick off meeting and project start 60% - Approximately 25% of construction or design complete 70% - Approximately 50% of construction or design complete 80% - Approximately 75% of construction or design complete 90% - Substantial completion of construction has been reached or design is at least 90% complete 95% - Construction or design is complete and the project is in the closeout phase.				
Priority	Assigned	Project #	Project Name	Location	Project Code	Account Number	FEMA	Requisitions	Purchase Orders	Notes [LATEST IN DAILY LOG] & Milestones [IN BOLD]	Completion %
	AF	PW-25-003	Gilchrist Park Gazebo	Gilchrist Park	MILGIL IANGZB	113-0919-519.46-12	YES	68991 - Gazebo Repairs 69223 - Gazebo Railing	055447 - Gazebo Repairs [MILTON] 055475 - Gazebo Repairs [IAN]	10.8.2025 SOW & SOV completed 11.25.2025 REQ 68991 - Gazebo Repairs 1.16.2026 PO 055447 issued - Gazebo Repairs [Avant] MILTON PO 055475 issued - Gazebo Repairs [Avant] IAN 2.18.2026 REQ 69223 - Gazebo Railing 3.5.2026 Buyer has been assigned for railing. Awaiting purchase order.	90%
	AF	PW-25-004	Laishley Marina Floating Docks Temp Repair	Laishley Marina	MILMAR	113-0945-575.46-00	YES			2.27.2026 All materials arrived. Project on hold until after Nature Park pile jacketing completed.	90%
	TM	PW-25-005	Laishley Fishing Pier	Laishley Marina	MILLAI	113-0945-575.63-00	YES	68720 - Hans Wilson Pier Re-assessment 69186 - Hans Wilson Permitting	55253 - Hans Wilson Pier Re-assessment	10.8.2025 REQ 68720 - Hans Wilson pier re-assessment 10.27.2025 PO 55253 issued - Hans Wilson pier re-assessment 1.20.2026 Pier re-assessment complete. Hans Wilson sent signed and sealed report to ABC. 2.5.2026 REQ 69186 - Hans Wilson Permitting 2.17.2026 Override approved	25%
	ABC	PW-25-007	Adrienne Pier	Adrienne	MILPRS	113-1515-519.46-00	NO	69187 - Hans Wilson Permitting		2.5.2025 REQ 69187 - Hans Wilson Permitting 2.17.2026 Override approved	25%
	AF	PW-25-008	Ponce Park Concrete Dock	Ponce de Leon Park	PONDOC	301-3004-519.63-00	NO	68899 - Hans Wilson Permitting		10.31.2025 REQ 68899 submitted - Hans Wilson permitting [Ponce Park] 11.3.2025 Budget amendment entered to reassign funds to new project code 1.09.2025 Received scope of work from Hans for review.	25%
	AF	PW-25-009	Bayfront Dinghy Docks	Punta Gorda Boat Club	MILBAY	113-0919-519.46-12	YES	69188 - Hans Wilson Permitting		10.8.2025 SOW & SOV completed 2.5.2026 REQ 69188 - Hans Wilson Permitting 2.17.2026 Override approved	25%
	TM	PW-25-011	Cooper Rec Main Building Repairs	Cooper Rec	IANCOO	113-1515-519.46-01	YES			11.5.2025 Removed 40 gallon electric water heater from SOW/SOV. Facilities to replace. Jenn created work order	50%
	FAC	PW-25-012	Cooper Rec Main Building Flood	Cooper Rec	MILREC	113-1515-519.46-01	YES			1.20.2026 Cody said report was forwarded to ABC	10%
	TM	PW-25-013	Public Safety Repairs	1410 Tamiami	IANPSB	113-1515-519.46-01	YES			02.24.2026 Facilities indicated a req would be entered for mold testing.	10%

	CH	PW-25-014	Gilchrist Pickle Tennis Fence & Resurfacing	Gilchrist Park	MILGIL	113-0919-519.46-00	YES	68819 - Fence & Refurb	55544 - Fence & Refurb	10.22.2025 REQ 68819 submitted - Fence & Refurb 2.25.2026 PO 55544 Issued - Fence & Refurb 3.5.2026 Change Order 1 - Center fenceline removed on tennis court, increase tennis court perimeter fence height to 10' & (2) gates added to pickleball court 3.5.2026 Preconstruction meeting: project timeline, permit requirements (building permit), design considerations. Tentative day 1 start 3.16.2026	55%
		PW-25-015	Herald Court Centre Repairs	Herald Court	IANHCT	113-1515-519.46-01	YES			01.09.2026 Working on adding specification to bid documents.	10%
	AF	PW-25-016	Laishley Boat Ramp Docks	Laishley Marina	LPMGDS	450-0945-575.34-00	NO	68858 - Hans Wilson Permitting		10.27.2025 REQ 68858 submitted - Hans Wilson permitting 2.17.2026 Override approved	25%
	ABC	PW-25-017	MLK Pier	MLK	MILPRS	113-1515-519.46-00	YES	69189 - Hans Wilson Permitting		2.5.2026 REQ 69189 - Hans Wilson Permitting 2.17.2026 Override approved	25%
	SU	PW-25-019	Herald Court Inspection	Herald Court		113-1515-519.62-01		64229 - Inspection [Original] 66826 - Inspection add Hurricane & Membrane		4.4.2022 REQ 64229 submitted - Inspection [original] 5.23.2025 REQ 66826 submitted - Inspection add hurricane & membrane	25%
	ABC	PW-25-020	Henry Street Crosswalk Study	Henry Street	HNRIMP	118-3007-541.63-93	NO	67550 - Conduct Study		11.22.2024 REQ 67550 submitted - Conduct study 12.4.2024 PW approved REQ 02.09.2026 Bid has closed	45%
	SU	PW-25-022	Herald Court Sealing	Herald Court				68834 - Herald Court Sealing		10.22.2025 REQ 68834 - Herald Court sealing 10.24.2025 PW approved REQ 03.06.2026 Bid has closed	45%
	TM	PW-25-023	Council Chambers	City Hall	CHPRRH	118-3007-519.62-02	NO	68987 - Council Chambers Repair/Remodel		11.26.2025 REQ 68987 - Pre-bid construction meeting and both site vists are completed. 03.06.2026 Bid is in the process of being awarded.	45%
	AF	PW-25-024	Pirate Ship	Gilchrist Park	IANKID	113-0919-519.63-24	YES	66827		1.26.2026 Made revisions to the bid document based on the discussion had with Anne [procurement] and submitted for review.	35%
	ABC	PW-25-026	Mooring Field	Laishley						3.6.2026 Public Works is reviewing permitting requirements for grant.	10%
	TM	PW-25-027	Ponce Park Boardwalk	Ponce de Leon Park	MILPNB	113-0919-519.63-00	YES	69190 - Hans Wilson Permitting		2.5.2026 REQ 69190 - Hans Wilson Permitting 2.17.2026 Override approved	25%
		PW-25-028	Laishley Pumpout Bldg	Laishley Marina							5%
	AF	PW-25-029	Lashley Marina Basin	Laishley Marina	MILMAR	113-0945-575.46-00	YES	68998 - Hurricane Damage Assessment		11.26.2025 REQ 68998 Hurricane Damage Assessment 12.29.2026 Consulted with Hans Wilson to determine next steps.	25%
	SU	PW-25-030	Boca Grande Storm Water	Boca Grande Blvd	CABGDI CABGD2 CABGD3 CADGD4	301-3004-541.63-20 118-3007-541.63-20	NO	69043 - Boca Grande Construction 69231 - CEI Services		12.12.2025 Req 69043 entered 02.24.2026 Req 69231 entered for Construction Management and CEI services.	25%
		PW-25-031	Hitoric City Hall Renovation	326 W Marion						This is an Urban Design Project	5%
		PW-25-032	Lactation Station	Annex			NO	69207 - Zen Den Lactation Room	55535 - Arnolds Office Furniture	02.24.2026 P.O. 55535 has been issued.	50%

		PW-25-034	Downtown Flooding - Phase III	Downtown	DWTNFD	301-3004-541.63-16	NO	67406 - Downtown Flood Study Phase III	55023 - Kimley-Horn	03.06.2026 Surveyors are to soon begin surveying of inlets and pipes on US41 and US17 that are necessary for modeling.	55%
		PW-25-035	Public Safety_FDEP	1410 S Tamiami Trail			NO			02.24.2026 Public Works continues to determine our options. A meeting will be scheduled with City Staff soon to determne a path forward.	10%
		PW-25-036	Fire Training Tower	10051 Burnt Store Rd			NO			02.24.2026 Bid released. PW continues assisting in answering bid questions.	45%
		PW-26-001	Laishley Marina Floating Docks	Laishley Marina	MILMAR IANMAR	113-0945-575.46-00 113-0919-519.46-00	YES	69191 - Hans Wilson Permitting		2.5.2026 REQ 69191 Hans Wilson Permitting 2.17.2026 Override approved	25%
		PW-26-002	Laishley Marina Dredging	Laishley Marina		450-0945-575.34-07	NO	69192 - Hans Wilson Permitting		2.5.2026 REQ 69192 Hans Wilson Permitting 2.17.2026 Override approved	25%
		PW-26-003	Laishley Marina Concrete Docks	Laishley Marina	MILLAI	113-0945-577.63-00	YES	69193 - Hans Wilson Pemritting		2.5.2026 REQ 69193 - Hans Wilson Permitting 2.17.2026 Override approved	25%
		PW-26-004	Gilchrist Fishing Pier	Gilchrist Park	MILPRS CITY FUND	113-0919-519.63-00 301-3004-572.63-00	YES	69194 - Hans Wilson Permitting		2.5.2026 REQ 69194 Hans Wilson Permitting 2.17.2026 Override approved	25%

Utilities Master Project Log

Priority Schedule

- 1 - [Highest] Critical, immediate action required
 2 - [High] Important, but can wait a short period
 3 - [Medium] Moderate, can be scheduled for near future
 4 - [Low] Can be deferred and completed when time allows
 5 - [Lowest] Little to no impact if not completed

Percentage of Completion

- 5% - Job folder created
 10% - Beginning exploratory investigation SOW, SOV in progress
 25% - Completion & submittal of requisition package [SOW, SOV, exhibits, etc]
 35% - Review of draft documents from procurement in progress
 45% - Bid has been released or procurement is actively requesting quotes
 50% - Purchase order issued or Work Order generated and OK for project start
 55% - Project kick off meeting and project start
 60% - Approximately 25% of construction or design complete
 70% - Approximately 50% of construction or design complete
 80% - Approximately 75% of construction or design complete
 90% - Substantial completion of construction has been reached or design is at least 90% complete
 95% - Construction or design is complete and the project is in the closeout phase.

Priority	Project Name	Location	Project Code	Account Number	Notes [LATEST IN DAILY LOG] & Milestones [IN BOLD]	Completion %
1	AMI Meter System Replacement	UTADMIN	AMIMTR	411-8423-533-31-14	AMI Study Complete Draft AMI RFP Package Received	60%
2	Utility Water and Wastewater Master Plan	UTADMIN	UTMAST	411-8423-533-31-14	Developing scope.	5%
3	WWTP Air Conditionng	WWTP	WWBUIL	411-8711-535-62-10		100%
1	WTP Carbon Slurry System Replacement	WTP	CARBON	411-8422-533-63-04	The next step is to request a design build contract from Procurement to rehabilitate and restore the surface WTP process facilities. A new carbon system can be part of the surface WTP rebuild.	
2	Airport Road Water Main Replacement	DISTRIBUTION SYSTEM	AIRPWM	411-8423-533-63-21	Next step is to prepare a draft scope of engineering services, and award a PO to prepare design plans for bid.	45%
2	Bal Harbor Water Main Replacement	DISTRIBUTION SYSTEM	BALHWM	411-8423-533-63-21	Next step is to prepare a draft scope of engineering services, and award a PO to prepare design plans for bid.	45%
2	Aqui Esta Water Main Replacement	DISTRIBUTION SYSTEM	ESTAWM	411-8423-533-63-21	Next step is to prepare a draft scope of engineering services, and award a PO to prepare design plans for bid.	45%
2	Socorro Water Main Replacement	DISTRIBUTION SYSTEM	SOCCWM	411-8423-533-63-21	Next step is to prepare a draft scope of engineering services, and award a PO to prepare design plans for bid.	45%
2	Solona Water Main Replacement Upgrade	DISTRIBUTION SYSTEM	SOLWMU	411-8423-533-63-21	Next step is to prepare a draft scope of engineering services, and award a PO to prepare design plans for bid.	45%
2	Via Tripoli Water Main Replacement	DISTRIBUTION SYSTEM	VIATWM	411-8423-533-63-21	Next step is to prepare a draft scope of engineering services, and award a PO to prepare design plans for bid.	45%
2	Lift Station 30 Gravity Rehab	WW COLLECTIONS SYSTEM	LS30GS	411-8536-535-63-28	Next step is to prepare a draft scope of services for engineering design, then request engineering services contract from Procurement.	10%
2	Lift Station 56 Rehab	WW COLLECTIONS SYSTEM	LS56GS	411-8536-535-63-28	Next step is to prepare a draft scope of services for engineering design, then request engineering services contract from Procurement.	10%
1	US41 North Bound Utility Relocation	WW COLLECTIONS SYSTEM	US41NB	411-8536-535-63-28	WW collections will need to adjust MH ring at Henry Street as part of US 41 re-paving by FDOT. Project bid date was Sept 18, 2025. Water Dist. will need to adjust water valves.	100%
1	WWTP (Biosolids) Land Application	WWTP	LANDAP	411-8711-535-63-31	completed the DEP permit.	50%
2	WWTP Bio-Solids Off-Site Disposal	WWTP	OS-DIS	411-8711-535-63-31	Preliminary Design Report contract awarded to CDM. 9 months for completion, PO awarded 12-3-25	
1	WWTP Improvement/Expansion	WWTP	WWPEXP	411-8711-535-63-31		90%
2	WWTP Tank Coating	Master & Booster Pumping Facilities	WWP-TC	411-8711-535-63-31	Under construction. 82% complete Nov 2025. Project completion Oct 2026.	45%
1	WW Master & Booster Pumping Facility Upgrades	Master & Booster Pumping Facilities	MPFUPG	411-8711-535-63-33	Contract for PDR awarded to CDM 5-20-25. Estimated completion 12 months.	60%
1	WW Booster Pumping Facility Generator Replacement	Master & Booster Pumping Facilities	WWGEN	411-8711-535-63-39	Project was combined with MPF Upgrade.	

1	WWTP Pond Liner Replacement	WWTP	WWPOND	411-8711-535-63-43		
2	Curred In Place Pipe Lining	WW COLLECTIONS SYSTEM	CIPPLN	411-8536-535-63-56		
1	Henry St. 20" Force Main Replacement Crossing at I-75	WW COLLECTIONS SYSTEM	I75RFM	411-6836-535-63-67	Survey delivery is behind schedule, and the line is under engineering review to confirm its location.	55%
2	Riverside Drive Force Main Extension	WW COLLECTIONS SYSTEM	RIVFM	411-8536-535-63-67	Once verified, staff will prepare and secure the required easements and proceed to final construction plans.	100%
1	WTP Alum Tank Storage Replacement	WTP	ALMTNK	411-8422-533-65-02	Under construction by Odyssey	70%
1	WTP RO Acid Feed System Repair / Restoration	WTP	ROACID	411-8422-533-65-02	Under construction by Odyssey	70%
1	WTP Ammonia Feed & Storage System Replacement	WTP	WPAMMO	411-8422-533-65-02	Under construction by Odyssey	70%
2	WTP Water Use Permit	UTADMIN	RO-WUP	411-8422-533-65-02		
2	WTP Steel Building	WTP	WPBUIL	411-8422-533-65-02		
1	WTP RO Plant & Well Field Expansion	WTP	WTP-ROX	411-8422-533-65-02	The next step is to request a design build contract from Procurement to deliver the RO Expansion, turn key, under one contract.	25%
1	Shell Creek WTP Surface Water Plant Rehabilitation	WTP	WTPSWX	411-8422-533-65-02	The next step is to request a design build contract from Procurement to rehabilitate and restore the surface WTP process facilities.	
3	Septic to Sewer (Area 1)	UTADMIN	S2SA1	411-8536-535-65-03	GWE has been selected to prepare construction plans. The next step is to direct GWE that the project design will be gravity sewer. The next step is for the City to develop a plan for funding the construction project, and perform public information for the property owners. City to purchase land required for lift station facilities.	
1	Burnt Store Rd Elevated Tank Improvement / Replacement	UTADMIN	BOOST	411-8422-533-65-06	JEI has been selected for engineering services. The next step will be to develop a scope of services to evaluate options for maintaining the existing elevated tank, or replacement with a new ground storage tank. The engineer will need to prepare a Preliminary Design Report detailing the proposed project and develop a cost estimate. Once the PDR is accepted by City Council, then the engineer will prepare construction plans.	45%

CIP Master Project Log

<div>Priority Schedule</div> <div>1 - [Highest] Critical, immediate action required</div> <div>2 - [High] Important, but can wait a short period</div> <div>3 - [Medium] Moderate, can be scheduled for near future</div> <div>4 - [Low] Can be deferred and completed when time allows</div> <div>5 - [Lowest] Little to no impact if not completed</div> <div>Percentage of Completion</div> <div>5% - Job folder created</div> <div>10% - Beginning exploratory investigation SOW, SOV in progress</div> <div>25% - Completion & submittal of requisition package [SOW, SOV, exhibits, etc]</div> <div>35% - Review of draft documents from procurement in progress</div> <div>45% - Bid has been released or procurement is actively requesting quotes</div> <div>50% - Purchase order issued or Work Order generated and OK for project start</div> <div>55% - Project kick off meeting and project start</div> <div>60% - Approximately 25% of construction or design complete</div> <div>70% - Approximately 50% of construction or design complete</div> <div>80% - Approximately 75% of construction or design complete</div> <div>90% - Substantial completion of construction has been reached or design is at least 90% complete</div> <div>95% - Construction or design is complete and the project is in the closeout phase.</div> <div>100% - Project complete [Permits, closeout documents and final turnover]</div>													
Priority	PW Assigned	UD Assigned	Proc Assigned	Project Name	Description	Project Code	Budget	Account Number	FEMA	Requisitions	Purchase Orders	Status	Completion %
	Ron	Danielle	Anne	Historic Distric Infrastructure East of 41 - Bethel/St. Mark's Area	As recommended from the study completed in 2018, a multi-phased approach for design and improvements includes installing new sidewalks and missing sidewalk connections, decorative and high-mass lighting, and drainage improvements.	HISTDT TWINFS	\$275,000 \$73,080 C/O	118-3007-541-6520 301-3004-569-6520	YES	#68281 approved Aug 2025		Awaiting Procurement processing. Funding requests pending. Carl re-writing scope based on work completed; need updated assessment. Needs Boyd's review.	25%
	Ron	Danielle	TBD	Ponce De Leon Park Improvements	Design & construct new restroom facility, pavilion, boat & trailer parking, and site furnishings.	PONCE	\$0	Past budget being used for repairs.	YES	#68899 for concrete dock repair was approved by PW 12-1-25		#68899 for concrete dock repair was approved by PW 12-1-25. Received scope of work from Hans for review. PW 1.09.2025	25%
	Bryan	Danielle	Anne	Downtown Flooding - Phase III (this project is also on PW spreadsheet)	PW is seeking a professional engineering & surveying firm to study the drainage system in the downtown area to identify possible solutions to reduce or eliminate flooding.	DWTNFD	\$500,000 Design \$875,907 Construct	301-3004-541-6316		#67406 - Downtown Flood Study Phase III	55023 - Kimley-Horn	PW has provided tailwater design info along with input on future rainfall data projections. Review of preliminary model schematic complete. Corrdination of first public meeting in April is being coordinated. PW 02.24.2026	55%
	Bryan			(Henry Street Crosswalk Study) now called Pedestrian Crosswalk per Anne 12-10-25	Henry Street sidewalk and crosswalk enhancements from FY 23	HNRIMP	\$539,000	118-3007-541-6393	NO	#67550 - Conduct Study		11.22.2024 REQ 67550 submitted - Conduct study 12.4.2024 PW approved REQ 12.11.2025 Bid released - set to close 1-11-26. Bid has closed PW 02.09.2026	45%
	Bryan	Danielle		Henry Street Sidewalks	US 41 to Shreve Street - fill network gaps along Henry Street	HENSWK	\$151,200	118-3007-541-6319				April 2025 Engineering started application to SWFWMD.	10%
	Bryan	Danielle	Anne	Boca Grande Storm Water	Drainage Improvements	CABGDI	\$2,294,887 \$1,000,000	118-3007-541-6320 301-3004-541-6320		#69043 - Boca Grande Construction		12.12.2025 Req 69043 entered for construction; working on Req. for CEI Services, working with Dept. of Commerce. Req 69231 entered for Construction Management and CEI services. PW 02.24.2026	25%
	Ron	Danielle		King Street - Design/Engineering	Design, survey, and construction of King Street due to growth and safety concerns. Project will include drainage, lights, bumper stops, mill & resurfacing.	KINGIM	\$550,000	301-3004-541-6394 301-3005-541-6394				January 2025- waiting on owner's response to the drainage easement request.	10%
	Bryan	Danielle	Anne	Shreve Street - Complete Street Improvements	Lighting on the Shreve Street path and widening of existing sidewalk on Pompano. FY 2025: Design to widen the existing 5-foot wide sidewalk on Pompano Terrace from Shreve Street to US 41 to meet the link from the Shreve Street path to the US 41 path.	SHVCOM	\$285,406	118-3007-541-6512				May 2025: Bryan to ask new electrician how to design path lighting.	10%
	Ron	Danielle	Anne	Virginia Avenue - Complete Street Improvements - US 41 to Nesbit - Construction	US 41 N to Nesbit Street - sidewalk gaps, install high visibility and/or decorative crosswalks, on-street parking, decorative lighting, and street trees as designed.	VIRCOM	\$871,358	118-3007-541-6519		#68452 approved in September. Construction checklist circulating. Carl submitted FDOT connection permit application. When this is complete, Bryan will sign off on Construction checklist. Bryan received word that a permit is not needed; he will complete the Construction Checklist. Per Julie, also need Schedule of Values. Does this need to be updates (2 yrs old)? @ Carl.		September 2025 City Council requested this go out for bid and bring them back the actual cost for final approval. Missy okay'd to go out to bid per e-mail 9/10/25. Bryan says FDOT replied that we don't need a permit. He will sign off on Construction checklist. 2.11.2026 City Council de-funded this project. To be removed from this list.	25%
		Rick		Complete Street - Cooper Street	Design improvements to Cooper Street from Airport Road to East Marion Avenue (US 17 SB), providing sidewalks, bicycle facilities, decorative street lights, and street trees. (CPH plans to 30% before project was cancelled in July 2020 per City Council direction - now FDOT LAP Grant, Project #452221-1)	COOCOM	\$0	118-3007-541-6516				No budget entered in Naviline. FDOT agreement due back to FDOT in May 2026. Once LAP agreement is executed, FDOT will need to review our Scope of Services, design RFP, and Professional Services Checklist (provided by FDOT).	10%

		Rick	Anne	Tiki Point Harborwalk Living Shoreline Pilot	Planning, design, engineering, and construction of a living shoreline along a segment of the City's Harborwalk.	LIVSH1 LIVSH3	\$590,957 \$303,607	301-3004-538-6377		#69008 Approved, Professional Services form submitted to Procurement.		Grant funded by FDEP. And CHNEP with City match. Maintenance funds need to be added to CIP sheet in Budget Book. RFQ is with Anne in Procurement; going out to bid.	10%
1	Ron	Boyd	Anne	A.C. Freeman House Rehabilitation	Assessment and rehabilitation to correct building issues. CDBIA repairing under lease agreement with City.	FREEMN	\$440,000	118-3007-579-6222		#69061	#55415	New roof installed. Hurricane shutters removed; working on exterior carpentry.	55%
1	Ron	Boyd		Historic City Hall Rehabilitation Project (Historic Building)	Rehabilitation of historic City Hall	CHPRRH	TBD	118-3007-519-6202 301-3004-519-6201		#68700 Parker / Mudgett / Smith		Procurement 1-6-2026. Working with Anne on Parker/Mudgett/Smith agreement. Exterior of building - Boyd working on updating the Scope of Work to include building exterior. Anne working with P/M/S on sub consultants.	25%
1	Tommy	Boyd	Anne	Historic City Hall Rehabilitation Project (Council Chambers)	City Hall 1978 addition - Council Chambers	CHPRRH	\$300,000	118-3007-519-6202 301-3004-519-6201	NO	#68987 - Council Chambers Repair/Remodel; Construction Checklist submitted to Procurement.		Draft bid documents have been reviewed by PW and returned to Procurement on 1-6-26. Upstairs? Bid closed; reviewing. AV equip draft solicitation is with Alicia.	35%
	Bryan	Boyd		Nature Park Trail - ADA Design / Engineering	Replacing structures with new in same location & connecting to parking with accessible route (observation deck & fishing pier)	ADANP NAPARK	\$86,245 \$347,375	118-3007-515-6300 301-3004-572-6332				The original construction of the Nature Park was apparently permitted through FDEP permits 08-301414-5, 08-0131423-002, and USACOE permit 199703124. The City was apparently in non-compliance and subsequently dedicated a conservation easement, paying a fine as part of the mitigation. Boyd/Ron to resolve permitting issues in order to move forward with 100% construction plans.	35%
				Park Improvements - Citywide								Removed Nature Park Project - not sure what would go here. Keep CIP sheet to show available Park Impact Fees not allocated to another project. Need growth numbers to use funding.	
				W Henry Street Improvements & Connections	Property Improvements to site, additional amenities to increase site usage, and connectivity to attractions including Hounds on Henry dog park, Punta Gorda Charlotte Library, History Park & Community Garden, Peace River Wildlife Center. Public restroom to be added inside History Park.	HENIMP	\$154,937 bal \$440,135 bal	301-3004-572-6332 118-3007-572-6521				PW removing invasive species per their request. Urban Design has restroom designs ready to present to City Council. PW uses ETI as vendor. Ron says Carl to do. Statement of Work contract (form and detail sheet in contract - ask Anne).	10%
				Bayfront Center & Boat Club (Gilchrist Activity Center)	Planners have presented designs to City Council. When final design is approved, Procurement docs will be submitted with Req.	IANBAY	\$1.7 m	113-0919-519-6300				Per Kristin, use insurance proceeds first to save 1% Sales Tax budget for other projects. UD meeting with CM 2/5 to discuss budget.	10%
				Traffic Signal - Burnt Store Road & Home Depot	Add a traffic signal		unfunded					Remove from list? Wait for 1% sales tax results.	
				Harborwalk - US 41 NB Bridge Underpass	Harborwalk improvement - widen existing walkway; add path lighting.		unfunded					To be discussed with FDOT in future.	
		Rick		South Fork Alligator Creek Pedestrian Bridge	FDOT LAP Grant through County MPO - Design funding only		\$821,937					City Council directed staff to move forward with design procurement at 1.14.2026 meeting. Rick working with FDOT on LAP Grant funding. Rick takiing agreement to City Council April 8.	5%
				ADA Transition Plan	Items related to the ADA Transition Plan							ADA Transition Plan update was presented to City Council jointly with Human Resources last Spring. No new allocations were made; HR controls ADA funding. FY 2025 Update is currently being drafted - need input from City departments.	
				Donation Program	Public Space Amenity Gift Program	H&LSCP						Benches have arrived at PW; met with Planners and Ben 2/10 to redefine program. Adding a tree donation program and discussing a rainbow bridge for Hounds on Henry.	

		Rick		Grants Summary	Monthly update of grants applied for / awarded	Various		Various				1) FDOT LAP Grant Agreement and Resolution for Cooper Street to be executed by March 25. SOW and RFP by May; 2) Tiki Point RFP for Monitoring to be released this month. County RFP for Design and engineering is complete will be scored Monday Mar 9. CHNEP ILA for Tiki Point to legal and City Council April 8 for City signature; 3) FDOT LAP Grant agreement and Resolution for Alligator Creek Bridge to Council on April 8. SOW and RFP by May; 4) Drafted 80% of Recreational Trails Grant for Nature Park. Need advertised public meeting. Requires proof of permit, exemption or application. Awaiting the official application period; 5) Boat Club Inlet Dredging MAC grant awaiting decision; 6) Eastern Mooring Field Grant with Florida Boaters Improvement Program is being drafted. Closes April 9. Requires proof of Environmental Permit or Exemption ,or application from the regulatory agency; 7) SUN Trail grant for construction of Alligator Creek Bridge is open until March 30. Drafted much of the application. Budget line item estimate was provided by Charlotte County in 2023. Needs Review from our team; 8) FDEM grant for Watershed Master Plan is submitted awaiting decision.	
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**CITY COUNCIL
CITY OF PUNTA GORDA
03/25/2026**

BOARDS / COMMITTEE

Title:	Announcement of Vacancies: Board of Zoning Appeals (1 alternate)
Funds:	Not applicable.
Recommended Action:	City Council announce the vacancy.
Summary:	<p>When Council adopted the resolution approving new membership composition, the Board was granted an alternate seat, which has not yet been filled. The appointment would be for a 3-year term ending April 2029.</p> <p><i>Board of Zoning Appeals (BZA)</i> – Meets the 4th Monday at 3:00 p.m., or immediately following the Planning Commission meeting, at Laishley Community Room, 120 Laishley Court, Punta Gorda, Florida 33950. Must be City resident. Five-member board with one alternate member. Three-year terms – maximum of three terms.</p> <p>Hears and recommends approval or denial of appeals where any person or persons claim to be aggrieved by any order, requirement, decision, determination or action of the Zoning Official or their designee in the administration, enforcement or interpretation of the City's zoning regulations. Recommends to the City Council, upon proper petition, approval or denial of variances from the terms of the zoning regulations as shall not be contrary to the public interest where, in specific cases, owing to special circumstances, a literal enforcement of the zoning regulations would result in unnecessary and undue hardship.</p>
Department/Division:	City Clerk

EXHIBITS:

1. [Board of Zoning Appeals](#)
-

City of Punta Gorda, FL

Board of Zoning Appeals

Board Details

Makes recommendations to City Council on variances to City Code. Must be City resident to apply.

Overview

- Size** 6 Seats
- Term Length** 3 Years
- Term Limit** 3 Terms

Contact

- Name** Madison Henderson
- Email** mhenderson@cityofpuntagordafl.com
- Phone** (941) 575-3372

Additional

Documents for New Appointees

Meetings

Regular meetings of the Board of Zoning Appeals are held in the Laishley Community Room, 120 Laishley Court, on the fourth Monday of each month at 3:00 p.m. or immediately following the Planning Commission meeting, unless otherwise noticed. All meetings shall be open to the public.

Duties

The Board of Zoning Appeals shall: A. Hear and recommend approval or denial of appeals where any person or persons claim to be aggrieved by any order, requirement, decision, determination or action of the zoning official or his/her designee in the administration, enforcement or interpretation of the zoning regulations. B. Recommend to the City Council, upon proper petition, approval or denial of variances from the terms of the zoning regulations as shall not be contrary to the public interest where, in specific cases, owing to special circumstances, a literal enforcement of the zoning regulations would result in unnecessary and undue hardship.



**CITY COUNCIL
CITY OF PUNTA GORDA
03/25/2026**

BOARDS / COMMITTEE

Title: **Announcement of Vacancies:** Building Board (1 regular)

Funds: Not applicable.

Recommended Action: City Council announce the vacancy.

Summary: Juliet Merolla's second term on the Building Board will expire on June 19, 2026, thereby creating a vacancy for a 3-year term.

Building Board – Meets monthly on the 4th Tuesday at 9:00 a.m. in City Council Chambers – City residency not required. Five-member board with one alternate member. Three-year terms. Maximum of three terms. Three members must be involved with the building industry and two members must be consumer advocates who are not, nor ever have been, involved with building industry. Financial disclosure required.

Makes recommendations to City Council on the minimum qualifying requirements for obtaining Certificates of Competency in the various construction trades and the fees for same. Periodically reviews and holds public hearings on all building, electrical, plumbing, housing, gas, fire prevention and other related codes. Reviews enforcement of all codes relating to construction standards and acts as condemnation board in matters of violation of minimum standards. Hears alleged complaints against contractors.

Department/Division: City Clerk

EXHIBITS:

1. [Building Board](#)



Board Details

Makes recommendations to City Council on the minimum qualifying requirements for obtaining Certificates of Competency in the various construction trades and the fees for same. Periodically reviews and holds public hearings on all building, electrical, plumbing, housing, gas, fire prevention and other related codes. Reviews enforcement of all codes relating to construction standards and acts as condemnation board in matters of violation of minimum standards. Hears alleged complaints against contractors.

Overview

 **Size** 7 Seats

 **Term Length** 3 Years

 **Term Limit** 3 Terms

Contact

 **Name** Suz Russell

 **Email** srussell@cityofpuntagordafl.com

 **Phone** n/a

Additional

Documents for New Appointees

[Form 1 2023 Sample.pdf](#)

[Chapter 7 Building Regulations.pdf](#)

[Building Board Bylaws.pdf](#)

[Board Member Handbook.pdf](#)

[2023 Guide to the Sunshine Amendment and Code of Ethics.pdf](#)

Meetings

Regular meetings of the Building Board shall be held in the City Council Chambers, 326 West Marion Avenue, Punta Gorda, Florida, at 9:00 a.m., the fourth Tuesday of each month. Special and emergency meetings and/or workshops may be held at the call of the Chairman or, in his/her absence, the Vice Chairman. All meetings shall be open to the public. In the event that a quorum of the members is not present for a scheduled meeting, such meeting will be rescheduled as soon as possible, consistent with notice requirements.

Duties

The Building Board shall have the following responsibilities: A. To hear complaints regarding locally licensed or registered contractors alleged to have violated the provisions of Chapter 7 of the City Code. Upon a finding of violation, the Board is granted authority to take any of the following actions against the locally licensed or registered contractor: (1) Order probation. (2) Suspend the guilty party's local license. (3) Revoke the guilty party's local license. (4) Order restitution. (5) Levy a fine up to five thousand dollars (\$5,000.00) per offense. (6) Assess reasonable legal and investigation costs incurred by the City of Punta Gorda to prosecute the case against the contractor. (7) Issue a recommended penalty to the State of Florida Construction Industry Licensing Board. Said recommended penalty may include a recommendation for no further action, or a recommendation for suspension, revocation or restriction of the contractor's State registration, or a fine to be levied by the State of Florida Construction Industry Licensing Board, or a combination of such penalties. B. To hear complaints regarding state certified contractors alleged to have violated the provisions of Chapter 7 of the City Code. Upon a finding of violation, the Board is granted authority to take any of the following actions against the state certified contractor: (1) Deny, suspend or revoke the authority of the certified contractor to obtain a building permit or limit such authority to obtaining a permit of permits with specific conditions if the Building Board finds the certified contractor guilty of fraud or a willful building code violation in the City of Punta Gorda. (2) Deny, suspend or revoke the authority of the certified contractor to obtain a building permit or limit such authority to obtaining a permit or permits with specific conditions if the Building Board has proof that such contractor, through the public hearing process, has been found guilty in another county or municipality within the past 12 months of fraud or a willful building code violation and finds, that such fraud or violation would have been fraud or a violation if committed in the City of Punta Gorda. (3) Refuse to issue permits with specific conditions to a contractor who has committed and has been disciplined for multiple violations when the additional provisions of section 489.131(3)(f), Florida Statutes, have been met. C. To recommend to City Council certain amendments to Chapter One of the Florida Building Code as may be allowed by Florida Statutes. D. To act as condemnation Board in matters of violation of minimum standards and making inspections and reports when so requested by the Building Official. In this regard, the Board may secure the services of the Fire Chief, sanitarian, architects, engineers or other professionals as required and, upon making findings of fact, shall render a final decision. E. To hear and act upon Appeals from orders, requirements, decisions or determinations made by the Building Official under the provisions of Chapter 7, Article IV, City of Punta Gorda Code, the "Unsafe Building Abatement Code". F. To make a determination on applications for Certificate of Competency when so requested by the Building Official in cases where the established standards may not have been met, but extenuating circumstances may be evident. G. To hear and act upon any appeal timely filed to contest the validity of any notice of false alarm or fee assessment issued under Chapter 15, Section 15-19, Punta Gorda Code.

**CITY COUNCIL
CITY OF PUNTA GORDA
03/25/2026**

BOARDS / COMMITTEE

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

Funds: Not applicable.

Recommended Action: Staff recommends City Council announce the vacancies.

Summary: Mr. Stuart Griffin Burgh's term is expiring February 14, 2026, and he is not seeking reappointment. The vacancy will be for a regular with a three-year term expiring 2029.
Under the Committee's new bylaws, there is also a vacancy for 1 alternate seat with a three-year term expiring 2029.
Burnt Store Isles Canal Advisory Committee (BSI CAC) – Meets monthly on the second Tuesday at 1:30 p.m. in City Council Chambers. Must be resident of Burnt Store Isles Canal Maintenance Assessment District. Five-member board with one alternate member. Three-year terms. Maximum of three terms. Financial disclosure required. Makes recommendations to City Council on effective maintenance of existing canals, waterways and navigable channels within the district, together with the maintenance and reconstruction of seawalls. Holds public hearings and makes final decision on petitions for Canal Construction Special Permits.

Department/Division: City Clerk

EXHIBITS:

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
03/25/2026**

BOARDS / COMMITTEE

Title:	Announcement of Vacancies: Utility Advisory Board (1 regular and 1 alternate)
Funds:	Not applicable.
Recommended Action:	City Council announce the vacancies.
Summary:	<p>George Ruchti's second term on the Utility Advisory Board will expire June 22, 2026, thereby creating a vacancy for a 3-year term. Additionally, the Board was granted an alternate seat, which has not yet been filled.</p> <p><i>Utility Advisory Board (UAB)</i> – Meets the 3rd Tuesday at 9:00 a.m. in City Council Chambers. Must be City resident or customer of the Punta Gorda Utility Service Area. Five-member board with one alternate member. Three-year terms – maximum of three terms.</p> <p>Makes recommendations to City Council with regard to, but not limited to, revisions to the utility construction standards, alleged billing discrepancies and review of utility drawings and specifications.</p>
Department/Division:	City Clerk

EXHIBITS:

-
1. [Utility Advisory Board](#)

City of Punta Gorda, FL

Utility Advisory Board**Board Details**

Makes recommendations to City Council with regard to, but not limited to, revisions to utility construction standards, alleged billing discrepancies and review of utility drawings and specifications.

Overview**Size** 7 Seats**Term Length** 3**Term Limit** 3**Contact****Name** Courtney Malmberg**Email** CMalmberg@CityofPuntaGordaFL.com**Phone** (941) 575-3331**Additional****Documents for New Appointees**[Board_Member_Handbook.pdf](#)[2024_Guide_to_the_Sunshine_Ammendment_and_Code_of_Ethics.pdf](#)[Utility_Advisory_Board_Bylaws_-_Final.pdf](#)**Meetings**

Regular meetings of the Utility Advisory Board shall be held in the City Council Chambers, 326 West Marion Avenue, Punta Gorda, Florida, at 9:00 A.M., the fourth Monday of each month, unless noticed otherwise. Meeting dates may be changed or cancelled by staff or by consensus of the Board during a public meeting. Members shall be notified immediately of any meeting date changes made by staff. Special meetings and/or workshops may be held at the call of staff, the Chair or, in his/her absence, the Vice Chair. All meetings shall be open to the public.

Duties

The Utility Advisory Board may make recommendations to the City Council for: A. Service area expansions or modifications. B. Utility rate studies and any proposed utility rate changes. C. Proposed ordinances, resolutions, interlocal agreements and the budget concerning utilities. D. Revisions to utility construction standards. E. Alleged utility billing discrepancies and disputes. F. Public petitions concerning utility service(s). G. Review utility drawings and specifications. H. Other matters referred to the Board by the City Council or City Manager.

**CITY COUNCIL
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03/25/2026**

BOARDS / COMMITTEE

Title: **Nominations:** Code Enforcement Board (1 regular)

Funds: Not applicable.

Recommended Action: City Council nominate and reappoint Mr. Keith Johnson.

Summary: ***Code Enforcement Board*** – Meets monthly on the 3rd Thursday at 9:00 a.m. in City Council Chambers. Must be City resident. Seven-member board with two alternate members. Three-year terms. Maximum of three terms or partial term plus 2 more terms. Financial disclosure required.

Hears & decides alleged violations of the City Code of Ordinances.

Department/Division: City Clerk

EXHIBITS:

-
1. [Code Enforcement Board](#)
 2. [Johnson Application](#)
-



City of Punta Gorda, FL

Code Enforcement Board

REVIEWED

By Sara Welch at 2:27 pm, Mar 19, 2025

Board Details

Hears and decides alleged violations of the City Code of Ordinances.

Overview

 **Size** 9 Seats

 **Term Length** 3 Years

 **Term Limit** 3 Terms

Contact

 **Name** Ashley Omelanski-Carney

 **Email** acarney@cityofpuntagordafl.com

 **Phone** n/a

Additional

Documents for New Appointees

[Chapter 9a Code Enforcement.pdf](#)

[2023 Guide to the Sunshine Amendment and Code of Ethics.pdf](#)

[Form 1 2023 Sample.pdf](#)

[Board Member Handbook.pdf](#)

[Code Enforcement Information Presentation.pdf](#)

Meetings

Regular meetings of the Code Enforcement Board shall be held in the City Council Chambers, 326 West Marion Avenue, Punta Gorda, Florida, at 9:00 a.m., the fourth Wednesday of each month. Special meetings and/or workshops may be held at the call of the Chairman or, in his/her absence, the Vice Chairman. All meetings shall be open to the public. In the event that a quorum of the members is not present for a scheduled meeting, such meeting will be rescheduled as soon as possible, consistent with notice requirements.

Duties

The Code Enforcement Board shall have the power to: (a) Adopt rules for the conduct of its hearings. (b) Subpoena alleged violators and witnesses to hearings. Subpoenas may be served by sheriff's service or by the police department of the City or some other law enforcement officer or other person designated by City Council. (c) Subpoena records, surveys, plats and other evidentiary material. (d) Take testimony under oath. (e) Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance. (f) Issue fines pursuant to Section 9A-8 of this Chapter and include therein all costs incurred in prosecuting the case before the Code Enforcement Board. Such costs shall be included in the lien authorized by this Chapter. (g) Reduce or compromise fines upon such terms and conditions as the Code Enforcement Board deems reasonable and just. (h) The Code Enforcement Board shall serve as an equalizing board to hear and consider any and all complaints concerning the amount of any special assessment established pursuant to the procedures set forth in Chapter 9, Article I, Section 9-5, Punta Gorda Code, and shall adjust and equalize the special assessments, when it deems such action is necessary. The Code Enforcement Board may only adjust or equalize the established special assessment upon a showing by an interested party that the amount of the established special assessment is unreasonable or that the property will not derive any special benefit from the improvements made by the City. The Code Enforcement Board shall follow the procedures set forth in Chapter 9, Article I, Section 9-5, Punta Gorda Code. (i) Pursuant to Chapter 9, Article II, Section 9-7, Punta Gorda Code, the Code Enforcement Board shall hold a hearing to consider objections by property owners to the City's intent to revoke an exemption under the City's Mandatory Lot Mowing Program. At such hearings, it should be the property owner's burden to demonstrate good cause why the exemption should not be revoked. The Code Enforcement Board shall issue a written order either granting or denying a property owner's request that their exemption should not be revoked. (j) Pursuant to Chapter 9, Article II, Section 9-7, Punta Gorda Code, the Code Enforcement Board shall have the duty and responsibility to hold hearings to consider any objections or defenses to the levy of a lien against the delinquent properties under the City's Mandatory Lot Mowing Program. The owner of record of any property proposed to be lienied for delinquent lot mowing fees, or any person having an interest therein, may appear at the hearings and voice any objections to the proposed lien or the amount thereof. Objections may also be submitted in writing either prior to or at the time of the hearing. At the hearing, the Code Enforcement Board may recommend to City Council a modification or correction of any proposed lien amount, provided that no lien amount may be increased over the amount in the proposed roll. After the hearing, the Code Enforcement Board shall certify the delinquent user fee roll to the City Council. (k) Pursuant to Chapter 9, Article II, Section 9-8, Punta Gorda Code, the Code Enforcement Board shall hear all appeals by any person aggrieved by any order or notice issued by the City pursuant to the City's Mandatory Lot Mowing Program. It shall be the burden of any aggrieved person to demonstrate that the contested order or notice was unreasonable. (l) The Code Enforcement Board shall have such other duties and powers as assigned to it by the City Council pursuant to duly adopted ordinances of the City.

Application Form

Introductory Information

Public Record Acknowledgement

I acknowledge that my application and any attachments, including my resume, will become public record pursuant to Florida Statutes. I further acknowledge it is my responsibility to inform the City Clerk's Office if any of my personal identifying information qualifies for exemption from public disclosure.

☒ I Agree

Profile

Keith

First Name

Johnson

Last Name

keefej5@hotmail.com

Email Address

415 W McKenzie St.

Home Address

Punta Gorda

City

FL

State

33950

Postal Code

Home: (941) 380-2244

Primary Phone

Alternate Phone

Do you reside within the incorporated City limits of Punta Gorda?

☒ Yes ☐ No

Are you a full-time resident of the City?

☒ Yes ☐ No

[Keith_Johnson_Resume.docx](#)

Upload a Resume

Why are you interested in serving on a board or commission?

I am seeking an opportunity to contribute to my community in a meaningful way, using my experience and skills while learning more about my hometown.

Which Boards would you like to apply for?

Code Enforcement Board: Eligible

Question applies to multiple boards

Financial Disclosure Acknowledgement

If I am appointed to a board requiring financial disclosure, I agree to file the Form 1 Financial Disclosure and Form 1F Final Statement via the Florida Commission on Ethics online portal within the required timeframes.

☒ I Agree

Bylaws/Ordinances

I have reviewed the governing document(s) for the board(s) to which I am applying and understand what my role as a member will be, and I have the necessary time to devote to serving on the board(s) to which I am applying.

☒ I Agree

Compliance with Laws

I will comply with all applicable laws including, but not limited to, Florida's Public Records Law (Florida Statutes Chapter 119) and the Sunshine Law (Florida Statutes Section 286.011). I will review materials supplied on these subjects by the City Clerk's Office.

☒ I Agree

Question applies to multiple boards

Would you be willing to serve as an alternate?

☒ Yes ☐ No

Have you served on a City of Punta Gorda Board previously?

☒ Yes ☐ No

Please indicate the Board(s) of prior service and dates served.

Code Enforcement Board

Are you currently serving on a City Board?

☒ Yes ☐ No

Which Board(s)?

Code Enforcement Board

Are you a graduate of the Punta Gorda Citizens' Academy?

☒ Yes ☐ No

Month and year of graduation:

May 2025

Concluding Information

Keith Johnson

415 W McKenzie St., Punta Gorda, FL 33950

(941) 380-2244

Keeferj5@hotmail.com

AREAS OF EXPERTISE

Project Management

Facilities Maintenance

Code Compliance

Computerized Maintenance Management Systems

Personnel Evaluation & Coaching

Procurement

Inventory Control

Hiring

Human Resources

Emergency Response

EXPERIENCE

Retired

October 2023-Current

Facilities Maintenance Manager

Antarctic Support Contract | McMurdo-South Pole, Antarctica / Denver, CO

June 2012-Oct 2023, Full Time Position - 6 months Denver, CO Office / 6-8 month

Antarctic deployment

- Supervised >100 Trades, Trades Foremen, Administrative, & Engineering employees in preventive corrective maintenance programs.
- Handled all hiring, material procurement, scheduling, and performance reviews.
- Continually met budget requirements for staffing and procurements.
- Supervised, maintained, and surpassed the metrics of the Facilities Preventive Maintenance / Corrective Maintenance work order system.
- Successfully handled all HR matters with employees.
- Led Facilities Team Response to Emergencies as a Member of the McMurdo Emergency Operation Center (EOC).
- Ensured that Safety was the #1 priority in the workplace.

Facilities Winter Manager

Raytheon Polar Services | McMurdo, Antarctica

Antarctic Winter, 9-month contracts, 2008 through 2012

- Supervised >20 Trade, Trade Foremen, Administrative, & Engineering employees in preventive corrective maintenance programs.
- Assisted with hiring, material procurement, scheduling, and performance reviews.
- Met the Facilities Preventive Maintenance / Corrective Maintenance work order system metrics, in quality, completion, and timeliness.
- Prioritized employee tasking and performance reviews.
- Ensured that Safety was the #1 priority in the workplace.

- Member of the McMurdo EOC.

Preventive Maintenance Foreman

Raytheon Polar Services | McMurdo, Antarctica

Antarctic Winter, 9-month contracts – 2004 through 2007

- Supervised Trade personnel on Preventive / Corrective maintenance programs of HVAC-R, Mechanical, and Control systems at Antarctica's largest Science Research Station.
- Directed employee tasking and completed performance reviews.
- Maintained a safe workplace.

Utility Mechanic

Raytheon Polar Services | McMurdo, Antarctica

February 2003-October 2003 Winter Contract

- Responsible for maintaining and repair of mechanical, HVAC-R, and station life support systems.
- First responder to trouble calls on facility systems.

ADDITIONAL SKILLS

- Microsoft Office Suite
- IOS & Windows Computer Operating Systems
- Active CERT Member with Volunteering and Training
- FEMA ICS 100 & 200
- IBM Maximo & MAPCON Computerized Maintenance Mgmt. Systems
- Certified Supervisor Asbestos Removal

EDUCATION

Northmont High School
University of Florida

Clayton, Ohio
Gainesville, Florida

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FPN: <u>452221-1-38-01</u>	FPN: _____	FPN: _____
Federal No (FAIN): <u>D126-031-B</u>	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>TALL</u>	Fund: _____	Fund: _____
Org Code: <u>55013030152</u>	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: <u>780000</u>	FLAIR Obj: _____	FLAIR Obj: _____

County No: <u>01 - Charlotte</u>	Contract No: _____	
Recipient Vendor No: <u>F596000415003</u>	Recipient Unique Entity ID (UEI) No: <u>HVTSKRY7LUY5</u>	

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

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

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

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

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in pass-through LAP funding and financial oversight of design for Cooper Street from Airport Rd to E Marion Ave bike path, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

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

4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 308,000 (Three Hundred Eight Thousand Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$308,000 (Three Hundred Eight Thousand Dollars) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

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

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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. If the Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- g. Payment shall only be made after receipt and approval of goods and services unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department,

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provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under Exhibit "H", to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

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

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

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

- i. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- j. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- k. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not

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eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

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

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

6. Department Payment Obligations:

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

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

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

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

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

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- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

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- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.
- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

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

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse (“FAC”) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

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9. Termination or Suspension of Project:

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

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

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

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

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

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

12. Compliance with Conditions and Laws:

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

13. Performance Evaluations:

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

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

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

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

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

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

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

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

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

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

15. Indemnification and Insurance:

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

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

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

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

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

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

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

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

☒ shall

☐ shall not

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

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

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- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
 - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. Exhibits "A", "B", "C", "D", "E", "F" and "H" are attached to and incorporated into this Agreement.
- b. ☐ If this Project includes Phase 58 (construction) activities, then Exhibit "G", FHWA FORM 1273, is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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- c. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- f. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- h. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- i. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

j. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT City of Punta Gorda

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name:
Title:

Legal Review:

Initial
DC

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 452221-1-38-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
City of Punta Gorda (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 1.724
County CHARLOTTE

Roadway ID	Roadway Sid	Number of Lanes	MP From/To	Section Work Length
01000016	COMPOSITE	2	0.558 / 1.382	0.824
01000016	LEFT RDWY	1	1.382 / 1.509	0.127
01000016	RIGHT RDWY	1	1.382 / 1.509	0.127
01000016	COMPOSITE	2	1.509 / 2.086	0.577
01000016	LEFT RDWY	1	2.086 / 2.282	0.196
01000016	RIGHT RDWY	1	2.086 / 2.172	0.086
01000016	RIGHT RDWY	1	2.172 / 2.282	0.110

Work Length: 1.724 Project Length: 1.724

PROJECT DESCRIPTION: Design services/improvements to Cooper Street from Airport Rd to East Marion Avenue (US 17 SB), providing sidewalks, bicycle facilities, decorative street lights, and street trees

SPECIAL CONSIDERATIONS BY RECIPIENT:

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

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

- a) Design to be completed by 12/31/2028.

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

SPECIAL CONSIDERATIONS BY DEPARTMENT:

All work to be conducted outside of the Department Right-of-Way shall adhere to:

- 1) The current Florida Greenbook standards, as amended
- 2) At a minimum follow the LAP Specifications

All work to be conducted within the Department Right-of-Way shall adhere to the following:

- 1) The FDOT most current standard specification for road and bridge construction, and
- 2) The FDOT most current roadway and traffic design standard and design criteria from the PPM, or other FDOT Adopted criteria.

For all projects the following will apply:

- 1) Section 287.055, F.S. "Consultants Competitive Negotiation Act," when acquiring a consultant utilizing federal funds
- 2) FDOT "Project Development and Environmental Manual"
- 3) The Local Agency Program Manual

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

The Agency will be responsible for providing the Certification Clear Package the following items must be completed and signed by the authorized Agency representative: Rail Clear Letter, Permits Clear Letter, Utilities Clear Letter, and Executed Environmental Certification and Determination

The Agency will be responsible for providing the Construction LAP agreement partially executed with the executed Resolution by the agency signed through the agency's authorization process.

The Agency will be responsible for providing Bid Documents & Construction Checklist for reviewed, and approved, and the construction checklist must be signed by the agency and department before the project can be advertised.

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

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

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

Construction related activities conducted prior to the Notice to Proceed will not be reimbursed and may render the entire project ineligible for Federal funding.

The Department shall reimburse the Agency, subject to funds availability, in the year programmed, which is currently in Fiscal Year 2028 for Construction services.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Punta Gorda 326 West Marion Avenue, Punta Gorda, FL 33950	FINANCIAL PROJECT NUMBER: 452221-1-38-01
---	--

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: 2026 (TALL)	\$ 308,000.00	\$ _____	\$ _____	\$ 308,000.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 308,000.00	\$ 0.00	\$ 0.00	\$ 308,000.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 308,000.00	\$ 0.00	\$ 0.00	\$ 308,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Kelly Kautz
District Grant Manager Name

Kelly L. Kautz
Digitally signed by: Kelly L. Kautz
 DN: CN = Kelly L. Kautz email = kelly.kautz@dot.state.fl.us
 C = US O = Local Programs OU = Program Management
 Date: 2025.12.22 08:42:02 -05'00'

Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT C****TITLE VI ASSURANCES**

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

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

ALN No.: 20.205
ALN Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
ALN Program Site: <https://sam.gov/fal/a122e57ebdd94c6b95d87450afeda1aa/view>
Award Amount: \$308,000.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

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

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

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

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

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

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

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT H****ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).
2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.
3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.
4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.
5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).
6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).