CITY COUNCIL AGENDA
326 W. MARION AVE., PUNTA GORDA, FL 33950
**********AMENDED**********
NOVEMBER 18, 2026, 9:00 AM

MEMBERS

Gary Butler, Councilmember
Greg Julian, Councilmember
Melissa Lockhart, Councilmember
Debi Lux, Councilmember
Jeannine Polk, Councilmember

CITY OFFICIALS

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

CALL TO ORDER
Roll Call
Invocation
Pledge of Allegiance
Announcements
Next Meeting - December 2, 2026 at 9am, Regular City Council Meeting at City Hall Chambers located at 326 W. Marion Ave., Punta Gorda, FL 33950

AGENDA APPROVAL

1. **PROCLAMATIONS / PRESENTATIONS**

   1.a Service Award

2. **PUBLIC INPUT**

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

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

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

   3.a QUASI-JUDICIAL: V-03-2026 - A request by Edward McDonald of Thomas Engineering Group, as Authorized Agent on behalf of Taco Bell of America, LLC, Applicant, authorized by Branch Burnt Store Associates, L.P., Property Owner, for a variance

pursuant to Punta Gorda Code, Chapter 26, Land Development Regulations (LDRs), Section 16.10, from Punta Gorda Code, Chapter 26, Sections 3.10(g)(2), 3.10(g)(8), 7.4(a)(3), 7.4(e)(2)a., 7.4(e)(7), and 10.2(a), related to the maximum front yard setback, minimum build out percentage, location of parking, and pedestrian access location, for a proposed drive-thru facility to be located at 10057 Burnt Store Road, Punta Gorda, Florida 33950.

3.b LEGISLATIVE: GA-06-2026 - An ordinance of the City of Punta Gorda; amending the City of Punta Gorda General Employees' Retirement System, restated pursuant to Ordinance 2016-2024; amending Section 10, Optional Forms of Benefits; providing for severability; repealing all ordinances in conflict herewith and providing an effective date. FIRST READING.

3.c LEGISLATIVE: GA-07-2026 - An ordinance of the City Council of the City of Punta Gorda, Florida, amending Chapter 17, "Utilities," Article V, "Rates, Fees, and Charges," Section 17-5-2, "Water and Wastewater Capacity (Connection) and Associated Fees," Subsection (e), of the Punta Gorda Code of Ordinances, to clarify that connection-related fees shall be collected upon application for utility service; providing for severability; providing for conflicts; providing for codification; and providing an effective date. FIRST READING.

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

4.a A resolution of the City Council of the City of Punta Gorda, Florida, formally adopting its amended Rules of Procedure; and providing an effective date.

4.b A resolution of the City Council of the City of Punta Gorda, Florida, formally adopting its Civility Pledge; and providing an effective date.

5. **CONSENT AGENDA**

5.a Demolition Permits Update

5.b Invoice of Persson, Cohen & Mooney, P.A. for legal services rendered through October 5, 2026, in the amount of $880.60.

6. REGULAR AGENDA

6.a Agreement Award to GrantWorks, Inc. of Tallahassee, FL for FEMA Grant Management Services.

6.b Business Event Permitting Discussion

6.c Event Manual Update

6.d Consideration and Approval of Special Magistrates Appointment

6.e Legislative Agenda

6.f Project Updates

7. **BOARDS / COMMITTEE**

7.a Announcement of Vacancies: Punta Gorda Isles Canal Advisory Committee (1 regular)

7.b Nominations: Punta Gorda Isles Canal Advisory Committee (3 regular)

8. **REPORTS FROM CITY OFFICERS**

8.a City Clerk

8.b City Manager

8.c City Attorney

9. **COUNCIL MEMBER COMMENTS**

10. PUBLIC INPUT

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

ADJOURNMENT

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

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

CITY COUNCIL
CITY OF PUNTA GORDA
11/18/2026

PROCLAMATIONS / PRESENTATIONS

Title: Service Award

Funds:

Recommended Action:

Summary: 5 Year Service Award - Moshe Fisher, Public Works Supervisor, Parks and Grounds, Public Works

Department/Division: City Manager

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
11/18/2026

PUBLIC INPUT

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

Funds:

Recommended Action:

Summary:

Department/Division: City Clerk

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
11/18/2026

PUBLIC INPUT

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

Funds: Not applicable.

Recommended Action:

Summary:

Department/Division: City Manager

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
11/18/2026

PUBLIC HEARING AGENDA
(Quasi-Judicial and Legislative)

Title:

QUASI-JUDICIAL: V-03-2026 - A request by Edward McDonald of Thomas Engineering Group, as Authorized Agent on behalf of Taco Bell of America, LLC, Applicant, authorized by Branch Burnt Store Associates, L.P., Property Owner, for a variance pursuant to Punta Gorda Code, Chapter 26, Land Development Regulations (LDRs), Section 16.10, from Punta Gorda Code, Chapter 26, Sections 3.10(g)(2), 3.10(g)(8), 7.4(a)(3), 7.4(e)(2)a., 7.4(e)(7), and 10.2(a), related to the maximum front yard setback, minimum build out percentage, location of parking, and pedestrian access location, for a proposed drive-thru facility to be located at 10057 Burnt Store Road, Punta Gorda, Florida 33950.

Funds:

Recommended Action: Approval of the variance with the following conditions denoted in the staff report:

- • This variance allows the building to be constructed no further than 101.3 feet from the front property line, allows parking to be located in front of the front façade of the building, and allows the site to be organized as shown on the site plan submitted with the application which would cause some pedestrian traffic to travel across the parking lot.
-
- • This variance shall expire in 6 months unless the corresponding development application, DRC-09-2026, is approved first.

Summary: The applicant is requesting a variance from several sections of Punta Gorda Code, Chapter 26, Land Development Regulations (LDRs), for a proposed drive-through restaurant to be located at 10057 Burnt Store Road, Punta Gorda, FL 33950, otherwise identified by the Charlotte County Property Appraiser as Parcel 412320477012. The specific sections for which a variance is requested are:

- • Section 3.10(g)(2) – Maximum front yard setback of 25 feet.
  • Section 3.10(g)(8) – Minimum frontage build-out of 70%
  • Section 7.4(a)(3) – c. Requires the site to be organized so pedestrians do not walk through parking lots.

• Section 7.4(e)(2) – Also requires the site to be organized so pedestrians do not walk through parking lots.
• Section 7.4(e)(7) – Prohibits parking in front of the building.
• Section 10.2(a) – Also prohibits parking in front of the building.

Department/Division: Urban Design

EXHIBITS:

1. V-03-2026 Application
2. Staff Report

CITY OF PUNTA GORDA

URBAN DESIGN
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-3352
FAX: (941) 575-3310
Zoning@CityofPuntaGordaFL.com
UrbanDesign@CityofPuntaGordaFL.com

VARIANCE APPLICATION

Date Received: 10/09/2026 **File #:** V- 03-2026
Application Fee: $750.00

Office use only:
Ad Date | | **DRC** | | **BZA** | 10/26/26 | **City Council** | 11/18/26

Application and all pertinent required data (listed below) MUST be submitted with this application

- ☑ ORIGINAL application with Signed & Notarized Variance Application and/or Affidavit Authorization for Agent (if applicable)
- ☑ A copy of the deed or other evidence of ownership
- ☑ Plot Plan: If building exists, should show all existing structures with dimensions, spacing, set-backs and off-street parking. **if new construction is proposed as part of this request, a plot plan is required and must show any existing structures on the land and any proposed structures, including setbacks, spacing and dimensions & total impervious area calculations
- ☑ Signed and sealed boundary survey, completed no more than 12 months prior to the application that accurately shows the current condition of the property to include all existing streets, watercourses, natural feature, vegetation and topography and exact location of all buildings and structures.
- ☑ Survey MUST show ALL Easements, Dedications & Improvements
- ☑ Survey must have a metes and bounds description of the property showing water and sewer main locations and fire hydrant locations
- ☑ Date of Survey: 11/11/2025
- ☑ Total Acreage of Property 0.952
- ☑ Square Footage 41,456
- ☐ Certificate of Appropriateness application and application fee if property is located within the National Register Historic Overlay District, listed on the National Register, or property listed on the Florida Master Site File by the State of Florida Department of State, Bureau of Historic Preservation of the Division of Historical Resource Florida Master Site File No. _____ Contributing Structure ☐ Yes ☐ No

In addition to the original application ANY documents greater than 11x17 MUST ALSO be submitted on a CD/DVD

In order that this application be processed in a timely fashion, the correct and complete information is necessary. It is suggested that the applicant bring the application to the Zoning & Code Compliance Division, 126 Harvey St., Punta Gorda, Florida 33950, where it can be reviewed by the staff prior to filing.

The Zoning & Code Compliance Division accepts no responsibility for the completeness or accuracy of the application. Errors in the filed application may result in delays with respect to required public hearings. All data and exhibits submitted in connection with the filing of this application become a permanent part of the public record

IMPORTANT: The applicant or his representative MUST be present at the hearing. There will be a fee of $500.00 for a Voluntary Continuance (a request by the applicant to continue a petition before the appropriate board or council, or by the failure of the applicant to attend or be represented at the appropriate meeting).

1. Applicant

Name	Taco Bell of America, LLC
Address	[redacted]
Phone	

2. Owner(s) of Record

Name	Branch Burnt Store Associates, L.P.
Address	[redacted]
Phone	

3. Authorized Agent – (if applicable – Property Owner must sign AGENT Affidavit below)

Name	Edward McDonald - Thomas Engineering Group
Address	[redacted]
Phone	

4. Property Address

Address: 10057 Burnt Store Rd, Punta Gorda, FL 33950

Parcel ID /Account #	Lot #	Block#	Section	Total Sq. Feet	Total Acres
412320477012			23	41,456	0.952

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

See attached.

6. Is this variance request for new construction? ■ Yes ☐ No

A. If yes, what is the total impervious area calculation? 0.479 ac

7. Existing Zoning Classification HC - Highway Commercial District

8. Is this request the result of a Violation? ☐ Yes ■ No **When?**

9. Are there any existing structures on the property? ☐ Yes ■ No

If "yes" what type of construction are they, and what is the current use of the structures. In addition include a site plan showing location of structures on property.

10. Reason Variance is being requested

Chapter 26, Sec.3.10(g)(8) frontage build-out is approximately 33%; Sec. 10.2(a) & Sec. 7.4(e)(7) parking spaces are located at the front of building; Sec. 3.10(g)(2) front yard setback is 101.3'; Sec. 7.4(a)(3) & Sec. 7.4(e)(2)a. pedestrian crossing through the parking lot;

11. Burden of Persuasion.

The burden of showing that a variance should be granted to alleviate undue hardship shall be on the applicant. The applicant shall be required to demonstrate that the granting of a variance will alleviate a clearly demonstrable hardship approaching confiscation as distinguished from a special privilege or convenience sought by the applicant or that strict application of the ordinance would effectively prohibit or unreasonably restrict reasonable use of the property by reason of any one of the following:

(1) Exceptional narrowness, shallowness, size or shape of a specific piece of property at the time of enactment of this ordinance; (2) Exceptional topographic conditions or other extraordinary and exceptional situation or condition of such property; (3) The condition situation or development of property immediately adjacent to the subject property.

Explanation: Section 3.10 (g)(8) variance: 70% Frontage Build-Out: The standard footprint required for Taco Bell's operational efficiency and safety cannot physically span 70% of the site's street frontage. Forcing a wider or artificially elongated building configuration would disrupt internal kitchen workflows, drive-thru safety margins, and essential vehicle stacking lanes, creating an unnecessary practical hardship. Section 10.2 (a) & Sec. 7.4(e)(7) variance: Drive-thru Placement: Per Sec. 7.4 (e) (3), drive-thru lanes shall be located at the side or rear of the building. Due to this mandatory placement and the specific geometry of the parcel, the building must be oriented further back on the lot, resulting in the 101.3-foot front setback and placing a drive-thru wrap-around configuration any other way is physically impossible without blocking access or eliminating the use entirely. In addition, swapping the layout to pull the building forward into a standard front setback would force the drive-thru lane or heavy vehicle stacking to the front of the site. This would create severe aesthetic and traffic conflicts along the primary street corridor. Consequently, the available acreage at the front of the building is most safely and efficiently utilized for standard parking stalls. Sec. 3.10(g)(2) variance: 25 ft Maximum Front Setback. The current layout is an operational necessity forced by the lot's physical limits and cannot accommodate a 25-foot maximum front setback. This variance is requested to prevent hazardous site conditions and resolve a direct conflict created by adhering to Sec. 10.2(a) and Sec. 7.4(e)(7). If the pedestrian path were re-routed to avoid the front parking lot, it would be forced to cross the active, continuous flow of the drive-thru lane. Crossing a drive-thru lane presents a significantly higher risk of pedestrian safety due to driver distraction during ordering and payment. Routing the pedestrian path through the standard front parking lot—where vehicle speeds are minimal and sightlines are clear—is the safest layout for the public. The applicant will implement enhanced striping and signage to clearly delineate this path. Sec. 7.4(e)(3) & Sec. 7.4(e)(2) variance: conflicts with Sec. 10.2 (a) & Sec. 7.4(e)(7)

12. Approval Criteria No variance shall be approved unless all of the following statements are true with respect to the subject property. Please state your position for each of the following approval criteria:

(1) That special conditions or circumstances exist which are particular to the size and characteristics of the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district.

The subject property exhibits a restrictive geometry featuring a 222-foot-wide frontage paired with a shallow 166-foot depth. Applying standard form-based rules—which assume a typical lot depth—to this specific lot layout creates an immediate spatial impossibility. Furthermore, the property is uniquely constrained by existing utility easements on both the front and rear boundaries, which legally prevent these areas from being utilized for permanent structural features. These overlapping physical boundaries and legal encumbrances concentrate the remaining buildable envelope, creating an extraordinary site layout challenge that does not apply to other lands or buildings in the same district.

(2) The strict and literal enforcement of the zoning regulations would create an undue hardship as distinguished from a mere inconvenience on the property owners. Physical handicaps or disability of the applicant and other considerations may be considered where relevant to the request.

A quick-service restaurant with a drive-thru loop is a fully permitted use in this zone. However, to satisfy the required 70% frontage build-out on a 222-foot-wide lot, a building would have to span 155.4 feet in width. Given the lot's shallow 166-foot depth and binding front/rear utility easements, a building of that width leaves no room to route the mandatory rear/side drive-thru lane (Sec. 7.4(e)(3)). The building orientation cannot be rotated, nor can a standard, functional commercial footprint be compressed further without directly failing the city's independent requirements for safe drive-through vehicle stacking, bypass lanes, and internal traffic circulation. Forcing compliance would trigger an isolated site failure that neighboring properties with standard dimensions do not face. The applicant is prepared to coordinate exterior architectural materials beyond the standard corporate prototype to complement the surrounding corridor.

(3) That such hardship is not shared generally by other properties in the same zoning district and in the same vicinity.

The severe hardships identified on this parcel are not shared generally by other properties within the same zoning district or the immediate vicinity. Commercial properties in the corridor with greater depth have more room to absorb rear drive-thru loops, vehicle stacking, and parking hidden from the street face. The combination of an unusually compressed width-to-depth ratio and legally binding front-and-rear utility easements represent a physical condition isolated to this parcel.

(4) The granting of the variance would not be injurious to or incompatible with contiguous uses, the surrounding neighborhood or otherwise detrimental to the public welfare.

The granting of these variances will not be injurious to contiguous uses or detrimental to the public welfare. A literal application of the LDR would force the pedestrian walkway to directly cross the active, continuous flow of the drive-thru stacking lane, creating a safety hazard. Routing the pedestrian walkway through the front parking lot ensures pedestrians navigate a low-speed environment with clear sightlines. Additionally, the expanded 101.3-foot setback allows the drive-thru stacking to be entirely isolated at the rear, preventing vehicle queues from spilling out into the public right-of-way. To ensure aesthetic compatibility with the neighborhood, the applicant is integrating a 8-foot landscape buffer along the property borders to screen the parking area and soften the frontage build-out.

(5) That the variance requested is the minimum modification of the regulation at issue that will afford relief.

The requested variances represent the minimum modification necessary to afford reasonable relief and allow viable commercial use of the land. The building footprint has been compressed to the maximum extent permitted by necessary operational and mechanical workflows. The proposed frontage build-out and front yard setback are mathematically dictated by the exact space required to route a safe, single-lane drive-thru loop, a code-compliant two-way drive aisle (24 feet), and the required 8-foot landscape buffer around the site's legal easement boundaries. No additional relief or excessive deviations are being sought beyond what is physically required to resolve the overlapping spatial conflicts created by the lot's geometry.

(6) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property and/or the conditions cannot reasonably be corrected or avoided by the applicant.

The conditions giving rise to these variance requests were not created by any person presently holding an interest in the property. The restrictive parcel dimensions were established by historical subdivision platting long before the current ownership or current zoning regulations. Likewise, the existing utility easements on the front and rear boundaries are pre-existing legal encumbrances recorded by municipal and utility entities. These physical and legal boundaries cannot reasonably be corrected, avoided, or altered by the applicant, leaving a variance as the only lawful mechanism to achieve a reasonable use of the property.

(7) The variance requested does not involve any use which is prohibited in the district where the property is located.

The variances requested do not involve, imply, or request any land use that is prohibited within this zoning district. A commercial restaurant with a drive-thru facility is a permitted use under the City of Punta Gorda's zoning district. The applicant is seeking relief strictly from dimensional, design-based, and form-based parameters (setbacks, build-out percentages, parking placement, and walk path routing) caused by the physical limitations of the lot, rather than requesting a change in land use.

(8) Please explain in detail how this variance request is consistent with the City of Punta Gorda Comprehensive Plan

FLU Element 1: A modern Quick-Service Restaurant (QSR) with a drive-thru is an intended type of of auto-oriented use for the Burnt Store Road corridor. To operate safely and efficiently, a QSR relies on distinct vehicle geometry: sweeping turn radii, and safe internal stack queues. Rigid adherence to a 70% frontage build-out (Sec. 3.10(g)(8)) or a constrained front yard setback would strip the property of its ability to function as an auto-oriented use, running directly counter to FLUE Policy 1.1.14.3. The variance seeks to adjust strict geometric rules just enough to allow this intended commercial typology to exist. FLU Element 2: While operational realities require parking in the front yard (Sec. 10.2(a) & Sec. 7.4(e)(7)) and necessitate that the pedestrian path cross through the parking area (Sec. 7.4(a)(3) & Sec. 7.4(e)(2)a.), the site layout ensures a continuous, highly visible, and clearly delineated walkway to link the right-of-way directly to the building entrance. This respects the pedestrian presence safely, ensuring clear connectivity without disrupting the vital vehicular flow of a drive-thru model. FLU Element 3: To mitigate the visual impact of the forward vehicle infrastructure and support the corridor's character goals, the site layout utilizes its 101.3-foot front yard setback to integrate a fully compliant 8-foot perimeter landscape buffer along the right-of-way. This green infrastructure fulfills the core aesthetic intent of the Future Land Use Element, ensuring a clean, landscaped street edge along Burnt Store Road. FLU Element 4: Section 7.4(a)(1) and (2) seek to enforce historical consistency in architectural massing, scale, and street orientation. However, the existing commercial plaza context along Burnt Store Road exhibits a highly diverse, wide range of scales, building masses, and varied orientations. Because there is no singular or uniform design baseline to replicate, strict compliance is unobtainable. The proposed project utilizes modern exterior materials that align with the area's contemporary development trends, promoting orderly development without forcing an artificial urban layout onto a regional commercial corridor. Transportation Element: Forcing strict adherence to a 25-foot maximum front yard setback (Sec. 3.10(g)(2)) would require swapping the entire site layout. This configuration change would force the pedestrian access pathway to cross directly through an active, high-volume drive-thru lane. By utilizing a 101.3-foot front yard setback, the proposed layout eliminates this hazardous conflict point. Furthermore, the deep setback keeps all vehicle queuing internalized entirely on private property, preventing dangerous traffic spillovers or backups onto Burnt Store Road, which directly fulfills the Plan's primary transit safety goals.

V-03-2026 | Answers to Questions 11 and 12

Question 11. Section 3.10.(g)(8) variance: 70% Frontage Build-Out. The standard footprint required for Taco Bell's operational efficiency and safety cannot physically span 70% of the site's street frontage. Forcing a wider or artificially elongated building configuration would disrupt internal kitchen workflows, drive-thru safety margins, and essential vehicle stacking lanes, creating an unnecessary practical hardship.

Section 10.2.(a) & Sec. 7.4(e)(7) variance: Drive-thru Placement. Per Sec. 7.4 (e)(3), drive-thru lanes shall be located at the side of rear of the building. Due to this mandatory placement and the specific geometry of the parcel, the building must be oriented further back on the lot, resulting in the 101.3-foot front setback and placing a drive-thru wrap-around configuration any other way is physically impossible without blocking access or eliminating the use entirely. In addition, swapping the layout to pull the building forward into a standard front setback would force the drive-thru lane or heavy vehicle stacking to the front of the site. This would create severe aesthetic and traffic conflicts along the primary street corridor. Consequently, the available acreage at the front of the building is most safely and efficiently utilized for standard parking stalls.

Sec. 3.10(g)(2) variance: 25 ft Maximum Front Setback. The current layout is an operational necessity forced by the lot's physical limits and cannot accommodate a 25-foot maximum front setback. This variance is requested to prevent hazardous site conditions and resolve a direct conflict created by adhering to Sec. 10.2(a) and Sec. 7.4(e)(7). If the pedestrian path were re-routed to avoid the front parking lot, it would be forced to cross the active, continuous flow of the drive-thru lane. Crossing a drive-thru lane presents a significantly higher risk of pedestrian safety due to driver distraction during ordering and payment. Routing the pedestrian path through the standard front parking lot—where vehicle speeds are minimal and sightlines are clear—is the safest layout for the public. The applicant will implement enhanced striping and signage to clearly delineate this path.

Sec. 7.4(a)(3) & Sec. 7.4(e)(2) variance: conflicts with Sec. 10.2.(a) & Sec. 7.4(e)(7).

Question 12.

(1) The subject property exhibits a restrictive geometry featuring a 222-foot-wide frontage paired with a shallow 166-foot depth. Applying standard form-based rules—which assume a typical lot depth—to this specific lot layout creates an immediate spatial impossibility. Furthermore, the property is uniquely constrained by existing utility easements on both the front and rear boundaries, which legally prevent these areas from being utilized for permanent structural features. These overlapping physical boundaries and legal encumbrances concentrate the remaining buildable envelope, creating an extraordinary site layout challenge that does not apply to other lands or buildings in the same district.

(2) A quick-service restaurant with a drive-thru loop is a fully permitted use in this zone. However, to satisfy the required 70% frontage build-out on a 222-foot-wide lot, a building would have to span 155.4 feet in width. Given the lot's shallow 166-foot depth and binding front/rear utility easements, a building of that width leaves no room to route the mandatory rear/side drive-thru lane (Sec. 7.4(e)(3)). The building orientation cannot be rotated, nor can a standard, functional commercial footprint be compressed further without directly failing the city's independent requirements for safe drive-through vehicle stacking, bypass lanes, and internal traffic circulation. Forcing compliance would trigger an isolated site failure that neighboring properties with standard dimensions do not face. The applicant is prepared to coordinate exterior architectural materials beyond the standard corporate prototype to complement the surrounding corridor.

(3) The severe hardships identified on this parcel are not shared generally by other properties within the same zoning district or the immediate vicinity. Commercial properties in the corridor with greater depth have more room to absorb rear drive-thru loops, vehicle stacking, and parking hidden from the street face. The combination of an unusually compressed width-to-depth ratio and legally binding front-and-rear utility easements represent a physical condition isolated to this parcel.

(4) The granting of these variances will not be injurious to contiguous uses or detrimental to the public welfare. A literal application of the LDR would force the pedestrian walkway to directly cross the active, continuous flow of the

drive-thru stacking lane, creating a safety hazard. Routing the pedestrian walkway through the front parking lot ensures pedestrians navigate a low-speed environment with clear sightlines. Additionally, the expanded 101.3-foot setback allows the drive-thru stacking to be entirely isolated at the rear, preventing vehicle queues from spilling out into the public right-of-way. To ensure aesthetic compatibility with the neighborhood, the applicant is integrating a 8-foot landscape buffer along the property borders to screen the parking area and soften the frontage build-out.

(5) The requested variances represent the minimum modification necessary to afford reasonable relief and allow viable commercial use of the land. The building footprint has been compressed to the maximum extent permitted by necessary operational and mechanical workflows. The proposed frontage build-out and front yard setback are mathematically dictated by the exact space required to route a safe, single-lane drive-thru loop, a code-compliant two-way drive aisle (24 feet), and the required 8-foot landscape buffer around the site's legal easement boundaries. No additional relief or excessive deviations are being sought beyond what is physically required to resolve the overlapping spatial conflicts created by the lot's geometry.

(6) The conditions giving rise to these variance requests were not created by any person presently holding an interest in the property. The restrictive parcel dimensions were established by historical subdivision platting long before the current ownership or current zoning regulations. Likewise, the existing utility easements on the front and rear boundaries are pre-existing legal encumbrances recorded by municipal and utility entities. These physical and legal boundaries cannot reasonably be corrected, avoided, or altered by the applicant, leaving a variance as the only lawful mechanism to achieve a reasonable use of the property.

(7) The variances requested do not involve, imply, or request any land use that is prohibited within this zoning district. A commercial restaurant with a drive-thru facility is a permitted use under the City of Punta Gorda's zoning district. The applicant is seeking relief strictly from dimensional, design-based, and form-based parameters (setbacks, build-out percentages, parking placement, and walk path routing) caused by the physical limitations of the lot, rather than requesting a change in land use.

(8) *FLU Element 1*: A modern Quick-Service Restaurant (QSR) with a drive-thru is an intended type of auto-oriented use for the Burnt Store Road corridor. To operate safely and efficiently, a QSR relies on distinct vehicle geometry, sweeping turn radii, and safe internal stack queues. Rigid adherence to a 70% frontage build-out (Sec. 3.10(g)(8)) or a constrained front yard setback would strip the property of its ability to function as an auto-oriented use, running directly counter to FLUE Policy 1.1.14.3. The variance seeks to adjust strict geometric rules just enough to allow this intended commercial typology to exist.

FLU Element 2: While operational realities require parking in the front yard (Sec. 10.2(a) & Sec. 7.4(e)(7)) and necessitate that the pedestrian path cross through the parking area (Sec. 7.4(a)(3) & Sec. 7.4(e)(2)a.), the site layout ensures a continuous, highly visible, and clearly delineated walkway to link the right-of-way directly to the building entrance. This respects the pedestrian presence safely, ensuring clear connectivity without disrupting the vital vehicular flow of a drive-thru model.

FLU Element 3: To mitigate the visual impact of the forward vehicle infrastructure and support the corridor's character goals, the site layout utilizes its 101.3-foot front yard setback to integrate a fully compliant 8-foot perimeter landscape buffer along the right-of-way. This green infrastructure fulfills the core aesthetic intent of the Future Land Use Element, ensuring a clean, landscaped street edge along Burnt Store Road.

FLU Element 4: Section 7.4(a)(1) and (2) seek to enforce historical consistency in architectural massing, scale, and street orientation. However, the existing commercial plaza context along Burnt Store Road exhibits a highly diverse, wide range of scales, building masses, and varied orientations. Because there is no singular or uniform design baseline to replicate, strict compliance is unobtainable. The proposed project utilizes modern exterior materials that align with the area's contemporary development trends, promoting orderly development without forcing an artificial urban layout onto a regional commercial corridor.

Transportation Element: Forcing strict adherence to a 25-foot maximum front yard setback (Sec. 3.10(g)(2)) would require swapping the entire site layout. This configuration change would force the pedestrian access pathway to cross directly through an active, high-volume drive-thru lane. By

utilizing a 101.3-foot front yard setback, the proposed layout eliminates this hazardous conflict point. Furthermore, the deep setback keeps all vehicle queuing internalized entirely on private property, preventing dangerous traffic spillovers or backups onto Burnt Store Road, which directly fulfills the Plan's primary transit safety goals.

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 the application by the owner or owners.

By submitting this application the owner(s) of the subject property does hereby grant his/her consent to the Zoning Official and his/her designee, to enter upon the subject property for the purposes of making any examinations, surveys, measurements, and inspections deemed necessary to evaluate the subject property relative to this application.

NOTARIAL CERTIFICATE - ACKNOWLEDGEMENT

Signature of Owner or Authorized Agent

Edward M. McDonald AGENT
Print Name & Title

10/9/26
Date

State of Florida
County of Charlotte

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this day of October 9th, 20 26, by Edward Mc Donald, who is personally known to me or who has produced _____ as identification.

Notary Public State of Florida
Amy Keetley
My Commission HH 824301
Expires 7/15/2030

(Signature of Notary)

(Seal)

AGENT AFFIDAVIT (Property Owner to complete ONLY if applicable)

I/We_____, property owner(s), hereby authorize_____to act as ***Agent*** on our behalf regarding a VARIANCE APPLICATION on the property commonly known as _____ _____ in Punta Gorda, Florida.

Signature of Property Owner

Print Name of Property Owner

Date

State of Florida
County of Charlotte

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.

(Signature of Notary)

(Seal)

VARIANCE STAFF REPORT

TO: City Council

FROM: Rachel Barry, Zoning Official

HEARING DATE: November 18, 2026

RE: V-03-2026 – 10047* Burnt Store Road

Applicant Request:

V-03-2026: A request by Edward McDonald of Thomas Engineering Group, as Authorized Agent on behalf of Taco Bell of America, LLC, Applicant, authorized by Branch Burnt Store Associates, L.P., Property Owner, for a variance pursuant to Punta Gorda Code, Chapter 26, Land Development Regulations (LDRs), Section 16.10, from Punta Gorda Code, Chapter 26, Sections 3.10(g)(2), 3.10(g)(8), 7.4(a)(3), 7.4(e)(2)a., 7.4(e)(7), and 10.2(a), related to the maximum front yard setback, minimum build out percentage, location of parking, and pedestrian access location, for a proposed drive-thru facility to be located at 10057 Burnt Store Road, Punta Gorda, Florida 33950.

Hearing Minutes and Board Recommendation(s):

The application was heard by the City of Punta Gorda Board of Zoning Appeals on October 26, 2026, who **unanimously recommended approval with the following conditions:**

1. This variance allows the building to be constructed no further than 101.3 feet from the front property line, allows parking to be located in front of the front façade of the building, and allows the site to be organized as shown on the site plan submitted with the application which would cause some pedestrian traffic to travel across the parking lot.
2. This variance shall expire in 6 months unless the corresponding development application, DRC-09-2026, is approved first.

Supplemental Material/Issue Analysis Report:

The applicant is requesting a reduction from several sections of Punta Gorda Code, Chapter 26, Land Development Regulations (LDRs), Punta Gorda Code, for a proposed drive-through restaurant. *When the application was filed, the proposed address to be assigned was 10057 Burnt Store Road, Punta Gorda, FL 33950, but has since been updated to 10047 Burnt Store Road, Punta Gorda, FL 33950, and is otherwise identified by the Charlotte County Property Appraiser as Parcel

412320477012. The specific sections for which a variance is requested are:

- Section 3.10(g)(2) – Maximum front yard setback of 25 feet.
- Section 3.10(g)(8) – Minimum frontage build-out of 70%
- Section 7.4(a)(3) – c. Requires the site to be organized so pedestrians do not walk through parking lots.
- Section 7.4(e)(2) – Also requires the site to be organized so pedestrians do not walk through parking lots.
- Section 7.4(e)(7) – Prohibits parking in front of the building.
- Section 10.2(a) – Also prohibits parking in front of the building.

[When viewing this document electronically, click the blue underlined text to open the corresponding document.]

The property is located in the Highway Commercial (HC) zoning district, which is regulated by Section 3.10, LDRs, listing a drive-through window facility as a use permitted with conditions. The property's Future Land Use designation is Highway Commercial Corridor (HCC), as described in the Future Land Use Element of the City of Punta Gorda 2045 Comprehensive Plan (Comp Plan). Specific site development requirements are being addressed through the Development Plan Application process; i.e., traffic, building design, etc. This variance application applies to the front setback, frontage buildout, parking location requirements, and pedestrian access location only and does not relieve the applicant or property owner from any other required approvals or city, state, or federal regulations.

The conditions listed in Section 4.17, Drive-Through Window Facilities, LDRs, are as follows:

> "(a) Drive-through windows located on the side of a building shall be limited to one lane and screened from off-site view.
>
> (b) Vehicle storage for drive-through window uses shall be located outside of and physically separated from the right-of-way of any street. This area shall not interfere with the efficient internal circulation of traffic on the site, adjacent property, or adjacent street right-of-way.
>
> (c) Drive-through window facilities shall be screened from off-site view and street right of ways by a landscaped buffer with a minimum width of 10 feet, extending the entire length of the drive-through cueing or stacking area.
>
> (d) A permanent porte-cochere structure may be constructed over the drive-through and service window area. It shall be a minimum of 20-feet in width, extend the width of the drive, be integrated structurally into the building, and match the architectural design of the building. The porte-cochere may encroach into the side yard setback."

The applicant is requesting:

- A 76.3-foot increase to the maximum front setback requirement instead of the maximum 25 feet, to allow a 101.3-foot front setback;
- A 37% reduction to the minimum frontage build-out instead of the required 70%, to allow 33% frontage build-out; and

- To allow parking in front of the building, causing some of the pedestrian traffic to travel through the parking lot instead of along building fronts.

Section 16.10, Application for Variance, LDRs.

(a) Application.

Edward McDonald, of Thomas Engineering Group, as the Authorized Agent on behalf of Taco Bell of America, LLC, Applicant, authorized by Branch Burnt Store Associates, L.P., Property Owner, has filed an application for a variance with the Planning Department.

(b) Approval Criteria. No variance shall be approved unless all of the following statements are true with respect to the subject property:

(1) That special conditions or circumstances exist which are particular to the size and characteristics of the land, structure or building involved which are not applicable to other lands, structures or buildings in the same zoning district.

This criterion is true with respect to the structure involved. Taco Bell establishments are typically uniform in size and shape; requiring the applicant to meet the 70% build out requirement would double the footprint of the building. Requiring the drive through establishment to be no further than 25 feet from the front property line and requiring all parking to be behind the building, when the drive thru window is also required to be on the side or rear of the building, would make for additional hazardous conflicts with vehicular and pedestrian traffic.

(2) The strict and literal enforcement of the zoning regulations would create an undue hardship as distinguished from a mere inconvenience on the property owners. Physical handicaps or disability of the applicant and other considerations may be considered where relevant to the request.

This criterion is true with respect to the structure involved. Requiring the development to comply with the sections for which this variance is requested would cause the site to be impractical and/or nonfunctional and potentially cause queueing for the drive-thru to back up into other travel ways in the commercial plaza. This is more than an inconvenience and has the potential to prevent the property from being used as proposed.

(3) That such hardship is not shared generally by other properties in the same zoning district and in the same vicinity.

This criterion is true with respect to the subject property. Other drive-thru establishments being constructed within the same zoning district are also located within an overlay that allows an exemption from the maximum setback requirement; this property is not located in said overlay district.

(4) The granting of the variance would not be injurious to or incompatible with contiguous uses, the surrounding neighborhood or otherwise detrimental to the public welfare.

This criterion is true with respect to the proposed development and the requested

variance. Without the variance, the traffic pattern for the proposed development is likely to have queueing spilling into adjacent travel ways, which could be injurious or incompatible with contiguous uses by affecting access in and out of the sites. If all parking and the drive-thru lane were located behind the building, pedestrians would then be crossing through the drive-thru instead of the parking lot.

(5) That the variance requested is the minimum modification of the regulation at issue that will afford relief.

This criterion is true with respect to the proposed development. The requested variance relates to the location and orientation of the structure on the site; the applicant is not requesting any variance related to design criteria, number of parking spaces, signage, etc. There are overhead utility lines and a Florida Power and Light easement along the front property line which prevent the development from being able to move closer to Burnt Store Road. Technically speaking, the applicant could place some of the parking spaces behind the building to reduce the setback request, however, pedestrian traffic traveling across the drive through lane would create and/or increase hazardous conditions and is not recommended.

(6) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property and/or the conditions cannot reasonably be corrected or avoided by the applicant.

This criterion is true with respect to the subject property. The applicant did not subdivide the subject outparcel, nor were they involved in the writing of the Land Development Regulations. Due to the existing easement and nature of the development, the conditions cannot reasonably be avoided.

(7) The variance requested does not involve any use which is prohibited in the district where the property is located.

This criterion is true with respect to the proposed development. A drive-thru facility is a use permitted with conditions in the Highway Commercial zoning district.

(8) The requested variance is consistent with the City of Punta Gorda Comprehensive Plan.

This criterion is true with respect to the subject property. The Comprehensive Plan promotes life, health, and safety above building setbacks and parking location. The Future Land Use Element, among many other Objectives and Policies, contains the following:

> Policy 1.1.15.1: Punta Gorda will maintain, adopt, or amend, as appropriate, land development regulations which:
>
> c. Promote the compatibility of adjacent land uses through zoning, plan review and approval, inspections, and code enforcement predicated upon zoning requirements and allowances for circumstantial alternatives ensuring compatibility, as articulated in the land development regulations.

d. Regulate on-site traffic and parking including such subjects as numbers of parking spaces, size and design of parking spaces, and parking lot aisles; ingress and egress from public streets or alleys, maintenance of fire safety, location of loading/unloading areas, location of handicapped parking, driveway and parking aisle design, parking construction materials and standards, etc.

(c) Burden of Persuasion. [...] The applicant shall be required to demonstrate that the granting of a variance will alleviate a clearly demonstrable hardship approaching confiscation as distinguished from a special privilege or convenience sought by the applicant or that strict application of the ordinance would effectively prohibit or unreasonably restrict reasonable use of the property by reason of any one of the following:

(1) Exceptional narrowness, shallowness, size or shape of a specific piece of property at the time of enactment of this Ordinance.

(2) Exceptional topographic conditions or other extraordinary and exceptional situation or condition of such property.

(3) The condition situation or development of property immediately adjacent to the subject property.

The applicant has provided details that demonstrate compliance with the LDR sections for which this variance is requested would not be feasible based on the size and orientation of the property.

(d) Public Hearing.

The application for variance is scheduled for public hearing before the Punta Gorda Board of Zoning Appeals (BZA) on Monday, October 26, 2026, and before the City Council on Wednesday, November 18, 2026.

(e) BZA Review and Recommendation.

Following the public hearing, the BZA shall forward the proposed variance to the City Council together with its recommendation and a statement setting forth its reasons for such recommendation.

Summary of Findings

Finding #1: Chapter 26, Land Development Regulations (LDRs), Punta Gorda Code, contains several requirements that, when combined, make development of a drive-thru facility impractical in the Highway Commercial district, where these establishments are preferred to be located, unless also located within the Interchange Commercial Overlay district, which the subject property is not.

Finding #2: Section 16.10(b), LDRs, lists eight (8) approval criteria, all of which have been found to be true with respect to the subject property.

Staff Recommendation:

Staff recommends approval of the request with the following conditions of approval:

1. This variance allows the building to be constructed no further than 101.3 feet from the front property line, allows parking to be located in front of the front façade of the building, and allows the site to be organized as shown on the site plan submitted with the application which would cause some pedestrian traffic to travel across the parking lot.
2. This variance shall expire in 6 months unless the corresponding development application, DRC-09-2026, is approved first.

Attachments:

Exhibit 1 – Location Map
Exhibit 2 – Aerial Map
Exhibit 3 – Zoning Map
Exhibit 4 – Future Land Use Map
Exhibit 5 – Site Plan submitted with permit application

Exhibit 1:

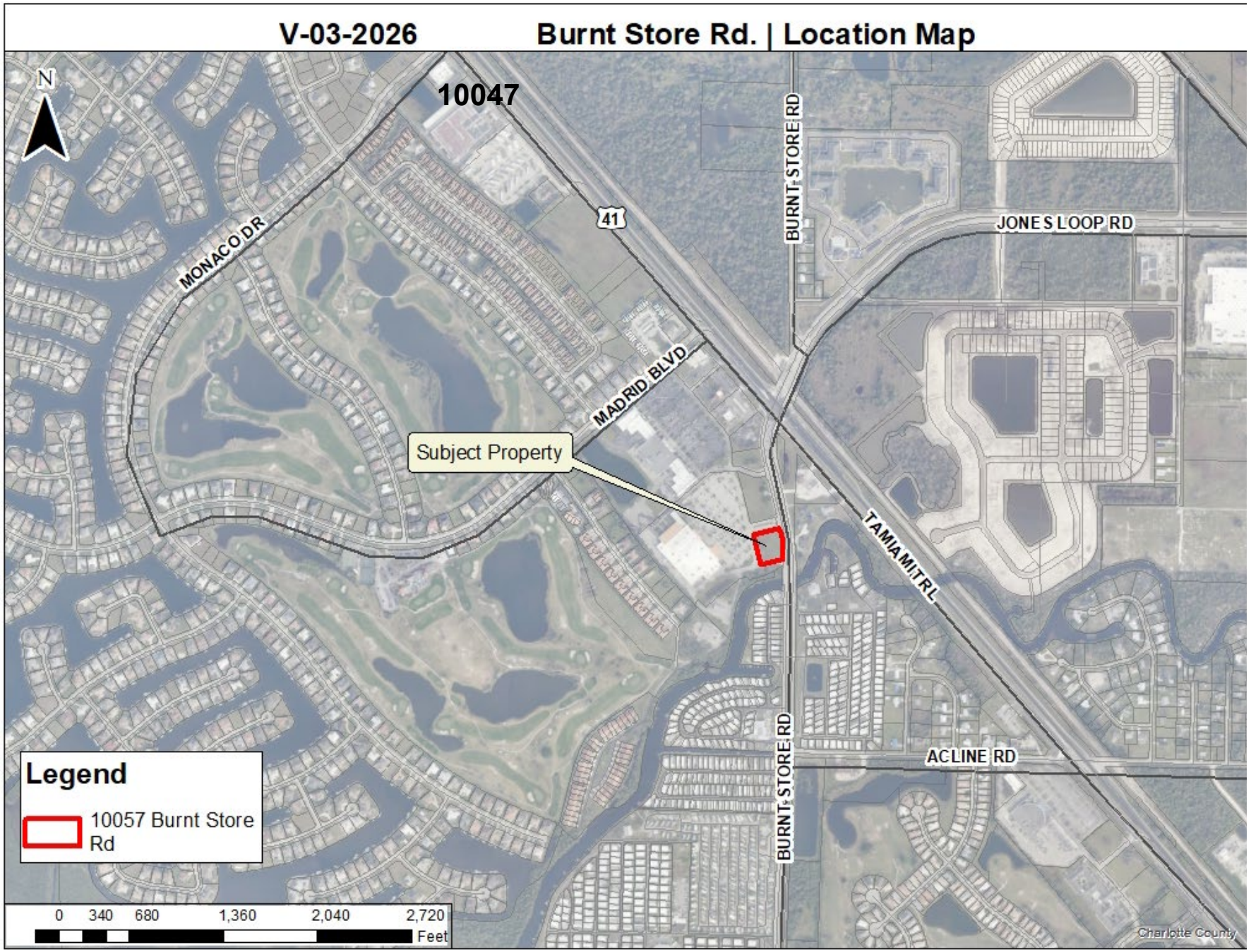

V-03-2026
Burnt Store Rd. | Location Map
N
10047
MONACO DR
41
BURNT STORE RD
JONES LOOP RD
MADRID BLVD
Subject Property
TAMIAMI TRL
ACLINE RD
BURNT STORE RD
Legend
10057 Burnt Store Rd
0 340 680 1,360 2,040 2,720
Feet
Charlotte County

Exhibit 2:


V-03-2026 10047 Burnt Store Rd. | Aerial Map
N
Subject Property
41
TAMIAMI TRL
BURNT STORE RD
Legend
10057 Burnt Store Rd
0 45 90 180 270 360
Feet
Charlotte County

Exhibit 3:

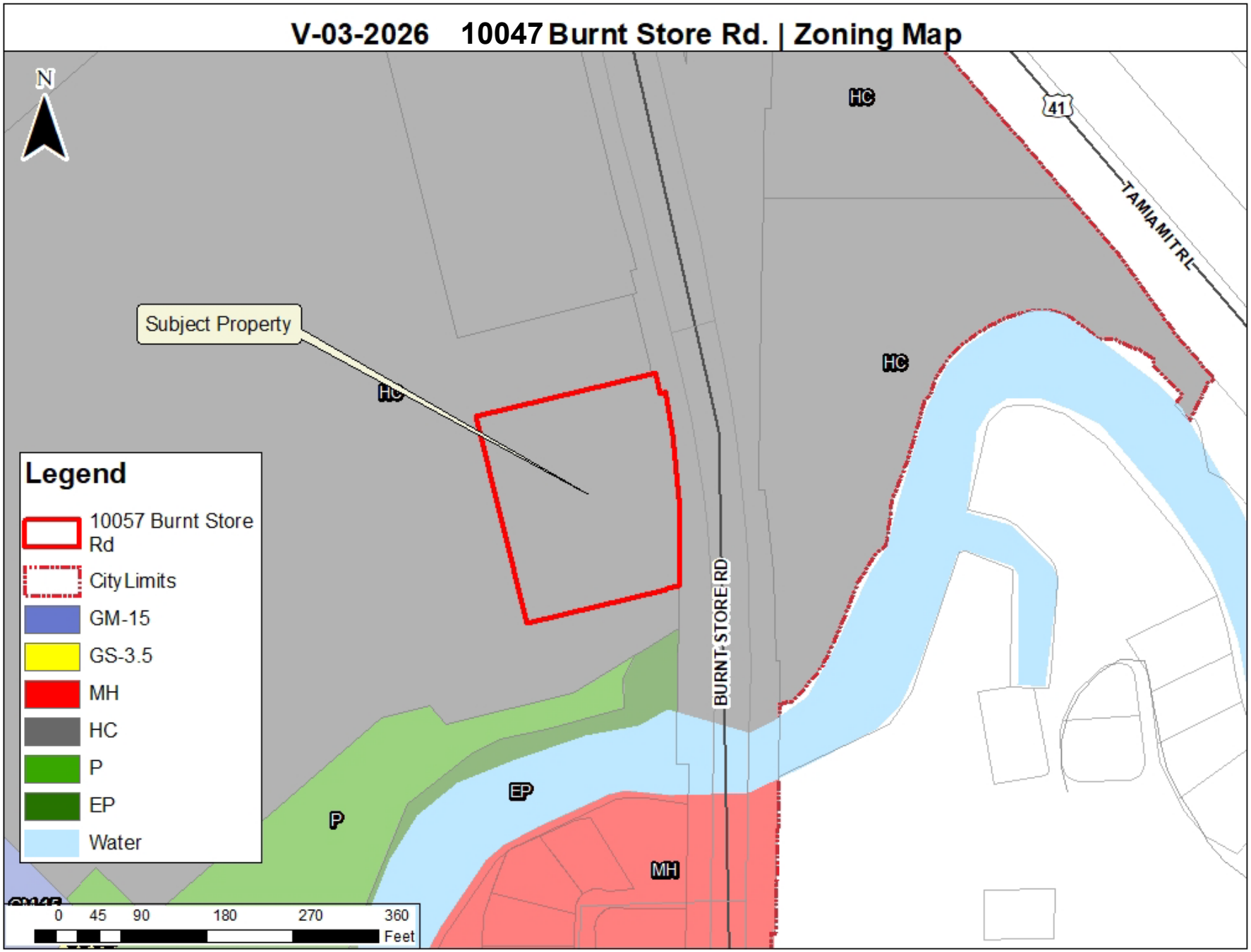

V-03-2026 10047 Burnt Store Rd. | Zoning Map
N
HC
41
TAMIAMI TRL
Subject Property
HC
HC
BURNT STORE RD
EP
P
MH
Legend
10057 Burnt Store Rd
City Limits
GM-15
GS-3.5
MH
HC
P
EP
Water
0 45 90 180 270 360
Feet

Exhibit 4:

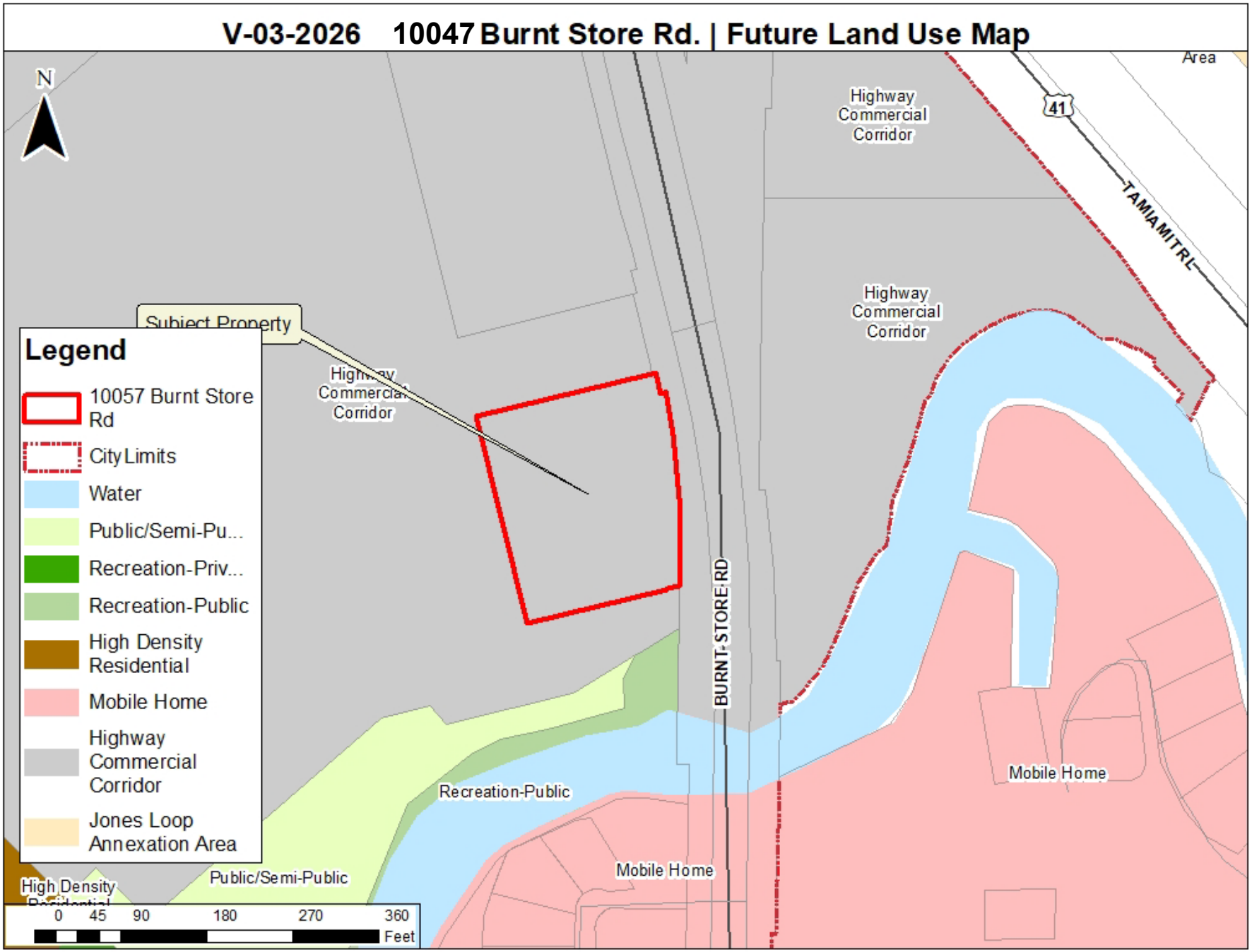
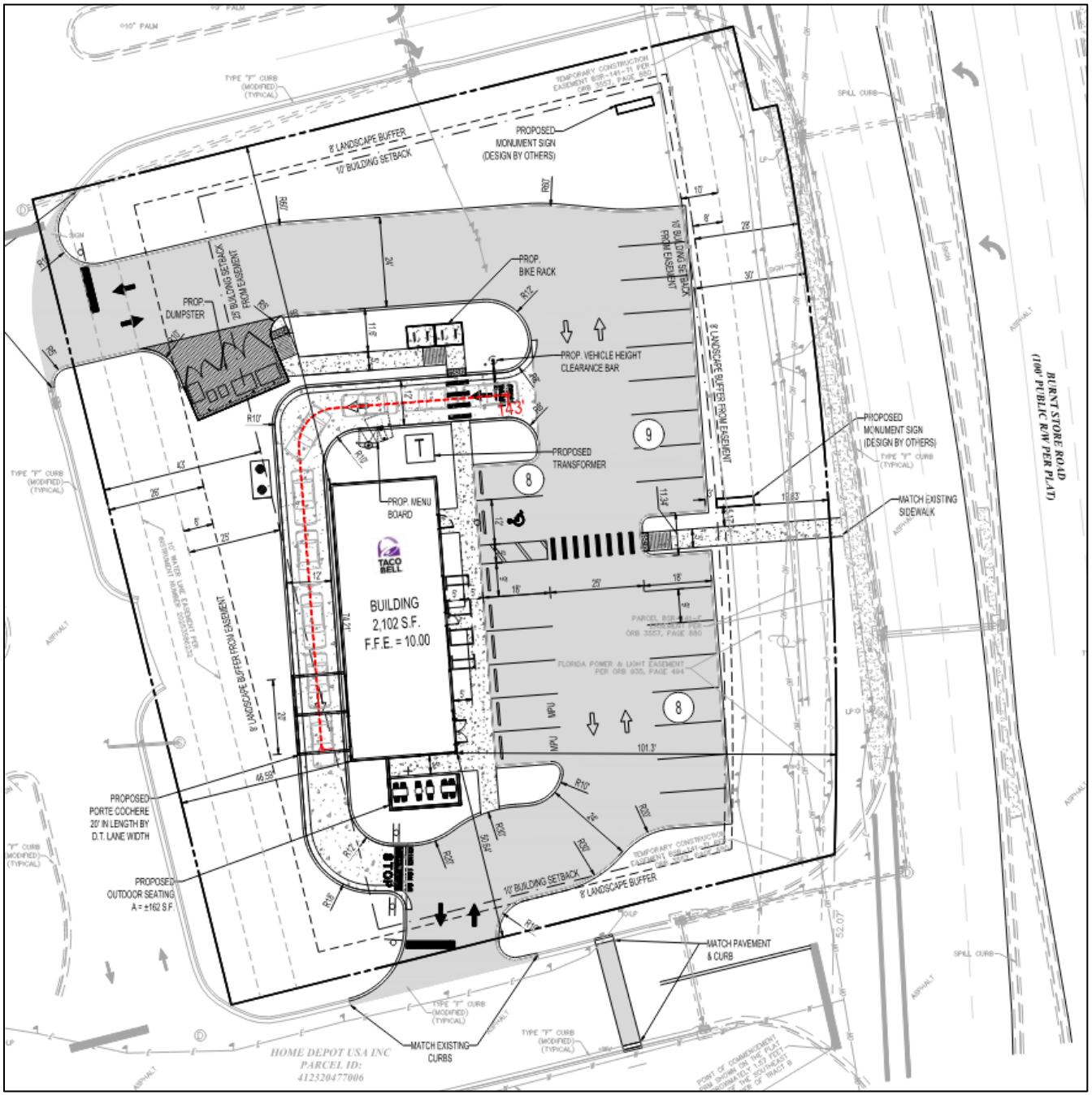

V-03-2026 10047 Burnt Store Rd. | Future Land Use Map
N
Area
Highway Commercial Corridor
41
TAMIAMI TRL
Highway Commercial Corridor
Subject Property
Highway Commercial Corridor
BURNT STORE RD
Legend
10057 Burnt Store Rd
City Limits
Water
Public/Semi-Pu...
Recreation-Priv...
Recreation-Public
High Density Residential
Mobile Home
Highway Commercial Corridor
Jones Loop Annexation Area
Recreation-Public
Mobile Home
Mobile Home
Public/Semi-Public
High Density
0 45 90 180 270 360
Feet

Exhibit 5:


PROPOSED MONUMENT SIGN (DESIGN BY OTHERS)
8' LANDSCAPE BUFFER
10' BUILDING SETBACK
PROP. BIKE RACK
PROP. DUMPSTER
25' BUILDING SETBACK FROM EASEMENT
PROP. VEHICLE HEIGHT CLEARANCE BAR
PROPOSED TRANSFORMER
PROP. MENU BOARD
TACO BELL
BUILDING
2,102 S.F.
F.F.E. = 10.00
8' LANDSCAPE BUFFER FROM EASEMENT
PROPOSED PORTE COCHERE 20' IN LENGTH BY D.T. LANE WIDTH
PROPOSED OUTDOOR SEATING A = ±162 S.F.
MATCH EXISTING CURBS
MATCH PAVEMENT & CURB
MATCH EXISTING SIDEWALK
PROPOSED MONUMENT SIGN (DESIGN BY OTHERS)
BURNT STORE ROAD
(100' PUBLIC R/W PER PLAT)
HOME DEPOT USA INC
PARCEL ID:
412320477006

CITY COUNCIL
CITY OF PUNTA GORDA
11/18/2026

PUBLIC HEARING AGENDA
(Quasi-Judicial and Legislative)

Title: **LEGISLATIVE:** GA-06-2026 - An ordinance of the City of Punta Gorda; amending the City of Punta Gorda General Employees' Retirement System, restated pursuant to Ordinance 2016-2024; amending Section 10, Optional Forms of Benefits; providing for severability; repealing all ordinances in conflict herewith and providing an effective date. **FIRST READING.**

Funds: No impact to budget.

Recommended Action: Council consideration and adoption.

Summary: The proposed ordinance, recommended by the General Employees' Pension Board, amends the Punta Gorda General Employees' Retirement System. Specifically, this ordinance amends Section 10, Optional Forms of Benefits, to provide an additional no-cost, optional form of retirement for members. This "pop-up" option would provide that if a member's joint annuitant predeceases them, the retiree's annuity shall revert to the amount of the original normal form of benefit. The retiree consents to the actuarial adjustment of the benefit sufficient to cover the cost of this feature.

The General Employees' Pension Board's plan administrator has determined that the adoption of the proposed changes will have no immediate impact on the funding requirements for the program.

Department/Division: City Manager

EXHIBITS:

1. Actuarial Letter of No Impact regarding Ordinance Amendment
2. Letter to the City Manager
3. Proposed Ordinance

October 14, 2026

VIA EMAIL
Ms. Chrissy Stoker, Plan Administrator
City of Punta Gorda
General Employees' Retirement System
2503 Del Prado Blvd. S. Suite 502
Cape Coral, FL 33904

Re: City of Punta Gorda General Employees' Retirement System

Dear Chrissy:

In response to Blanca T. Greenwood's letter dated October 7, 2026, we have reviewed the proposed Ordinance (identified on page 2 as PG G.Ord Pop-up.10-01-26) amending the Plan as follows:

- Section 10, Optional Forms of Benefits, subsection 1. D., is being amended to provide an "pop-up" optional form of payment, which would allow that if a member's joint annuitant predeceases them, the retiree's annuity shall revert to the amount of the original normal form of benefit.

We have determined that the adoption of the proposed changes will have no immediate impact on the funding requirements to the program. Because the changes do not result in a financial impact on the funding requirements, it is our opinion that formal Actuarial Impact Statements are not required in support of their adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to the following office:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

If you have any questions, please let me know.

Sincerely,

Patrick T. Donlan, ASA, EA, MAAA
cc: Blanca T. Greenwood, Board Attorney
cc: Kristin Simeone, Finance Director

KLAUSNER KAUFMAN JENSEN & LEVINSON

Writer's E-mail: Blanca@RobertDKlausner.com

October 7, 2026

Via E-Mail: Mriechrt@cityofpuntagordafl.com
Dr. Melissa Reichert, City Manager
City of Punta Gorda
326 W. Marion Avenue
Punta Gorda, FL 33950

Re: Ordinance Amending the City of Punta Gorda General Employees' Retirement System

Dear Dr. Richert:

As you may know, I represent the Board of Trustees of your City of Punta Gorda General Employees' Retirement System. Enclosed please find an ordinance amending the Punta Gorda General Employees' Retirement System which has been approved by the Board and is recommended for adoption by the City Council. This ordinance amends Section 10, Optional Forms of Benefits, to provide an additional no-cost, optional form of retirement for members. This "pop-up" option would provide that if a member's joint annuitant predeceases them, the retiree's annuity shall revert to the amount of the original normal form of benefit. The retiree consents to the actuarial adjustment of the benefit sufficient to cover the cost of this feature.

By copy of this letter to the Board's actuary, Foster & Foster, Inc., we are requesting that they provide you with a letter indicating that there is no cost associated with the adoption of this ordinance.

If you or any member of your staff have any questions with regard to this ordinance, please feel free to give me a call. In addition, if you feel it would be appropriate for me to be present at the meeting at which this ordinance is considered by the City Council, please contact my office to advise me of the date that the ordinance would be considered.

Yours very truly,

Blanca T. Greenwood

Blanca T. Greenwood
Dictated by Ms. Greenwood, but signed in her absence to avoid delay in delivery

BTG/dm
E-copy: Chrissy Stoker
Patrick Donlan

ORDINANCE NO.

**AN ORDINANCE
TO BE ENTITLED:**

AN ORDINANCE OF THE CITY OF PUNTA GORDA; AMENDING THE CITY OF PUNTA GORDA GENERAL EMPLOYEES' RETIREMENT SYSTEM, RESTATED PURSUANT TO ORDINANCE 2016-2024; AMENDING SECTION 10, OPTIONAL FORMS OF BENEFITS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PUNTA GORDA, FLORIDA;

SECTION 1: That the City of Punta Gorda General Employees' Retirement System, restated pursuant to Ordinance 2016-2024, is hereby amended by amending Section 10, Optional Forms of Benefits, subsection 1, to read as follows:

* * * * *

1. In lieu of the amount and form of retirement income payable in the event of normal or early retirement as specified herein, a Member, upon written request to the Board, may elect to receive a retirement income or benefit of equivalent actuarial value payable in accordance with one (1) of the following options:

A. A retirement income of a monthly amount payable to the Retiree for his lifetime only.

B. A retirement income of a modified monthly amount, payable to the Retiree during the lifetime of the Retiree and following the death of the Retiree, one hundred percent (100%), seventy-five percent (75%), sixty-six and two-thirds percent (66-2/3%) or fifty percent (50%) of such monthly amount payable to a joint pensioner for his lifetime. Except where the Retiree's joint pensioner is his Spouse, the payments to the joint pensioner as a percentage of the payments to the Retiree shall not exceed the applicable percentage provided for in the applicable table in the Treasury regulations. (See Q & A-2 of 1.401(a)(9)-6)

C. If a Member retires prior to the time at which social security benefits are payable, he may elect to receive an increased retirement benefit until such time as social security benefits shall be assumed to commence and a reduced benefit thereafter in order to provide, to as great an extent as possible, a more level retirement allowance during the entire period of Retirement. The amounts payable shall be as recommended by the actuaries for the System, based upon the social security law in effect at the time of the Member's Retirement.

D. "Pop-up Option". In the event that a retiree has elected a joint and survivor annuity form of pension, that retiree may, in lieu of the option in B above, elect that if the retiree's joint annuitant

predeceases the retiree, that the survivorship benefit shall be deemed canceled and the retiree's annuity shall revert to the amount of the original normal form of benefit determined before the joint and survivor option was elected. The amount will be effective on the first day of the month following the death of the retiree's joint annuitant. An eligible retiree, by electing this pop-up feature, consents to the actuarial adjustment of the retiree's retirement benefits sufficient to cover the cost of this feature. If a retiree chooses the pop-up option, he may not change his joint annuitant, as provided for in 2. below, after his first benefit check is issued.

* * * * *

SECTION 2: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 3: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4: That this Ordinance shall become effective upon adoption.

PASSED ON FIRST READING, this ___ day of _____, 2026.

PASSED AND ADOPTED ON SECOND READING, this ___ day of _____, 2026.

_____
Dr. Deborah Lux, MAYOR

ATTEST:

_____
Sara Welch, CITY CLERK

Approved as to form:

_____
Steven Leskovich, CITY ATTORNEY

CITY COUNCIL
CITY OF PUNTA GORDA
11/18/2026

PUBLIC HEARING AGENDA
(Quasi-Judicial and Legislative)

Title:	**LEGISLATIVE:** GA-07-2026 - An ordinance of the City Council of the City of Punta Gorda, Florida, amending Chapter 17, "Utilities," Article V, "Rates, Fees, and Charges," Section 17-5-2, "Water and Wastewater Capacity (Connection) and Associated Fees," Subsection (e), of the Punta Gorda Code of Ordinances, to clarify that connection-related fees shall be collected upon application for utility service; providing for severability; providing for conflicts; providing for codification; and providing an effective date. **FIRST READING.**
Funds:	
Recommended Action:	Council consideration and adoption.
Summary:	The proposed ordinance amends Section 17-5-2(e) of Chapter 17 to provide that all connection-related fees shall be collected upon application for utility service. It removes the existing reference to issuance of a building permit, aligning the Code with the City's established utility application process. The public purpose is to improve clarity, consistency, and transparency in the administration of utility fees, supporting sound utility operations and the public welfare.
Department/Division:	City Manager

EXHIBITS:

1. Proposed Ordinance

CITY OF PUNTA GORDA, FLORIDA

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PUNTA GORDA, FLORIDA, AMENDING CHAPTER 17, "UTILITIES," ARTICLE V, "RATES, FEES, AND CHARGES," SECTION 17-5-2, "WATER AND WASTEWATER CAPACITY (CONNECTION) AND ASSOCIATED FEES," SUBSECTION (e), OF THE PUNTA GORDA CODE OF ORDINANCES, TO ESTABLISH THAT CONNECTION-RELATED FEES SHALL BE CALCULATED AND COLLECTED AT THE RATES IN EFFECT ON THE DATE OF APPLICATION FOR UTILITY SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Punta Gorda provides water and wastewater utility services within its established service area; and

WHEREAS, Chapter 17 of the Punta Gorda Code of Ordinances establishes the requirements for water and wastewater capacity and connection-related fees; and

WHEREAS, the City's current administrative process provides for the calculation, assessment, and collection of utility connection-related fees through the application for utility service; and

WHEREAS, the City Council desires to clarify Section 17-5-2(e) to establish that connection-related fees shall be calculated and collected based on the rates in effect on the date an application for utility service is submitted, providing consistency, transparency, and uniform application of the City's adopted utility fee schedule;

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

I. AMENDMENT TO SECTION 17-5-2(e).

Chapter 17, "Utilities," Article V, "Rates, Fees, and Charges," Section 17-5-2, "Water and Wastewater Capacity (Connection) and Associated Fees," subsection (e), of the Punta Gorda Code of Ordinances is hereby amended to read as follows:

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

(e) All connection-related fees shall be calculated and collected at the rates in effect at the date of application for utility service.

II. SEVERABILITY.

If any section, subsection, sentence, clause, or provision of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such determination shall not affect the validity of the remaining portions of this Ordinance.

III. CONFLICTS.

All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

IV. CODIFICATION.

The provisions of Section 1 of this Ordinance shall be incorporated into the Code of Ordinances of the City of Punta Gorda, Florida. The codifier is authorized to make necessary editorial and numbering adjustments consistent with the intent of this Ordinance.

V. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED by the City Council of the City of Punta Gorda, Florida, this _____ day of _____, 20_____.

_____

Mayor

ATTEST:

_____

SARA WELCH, CMC, City Clerk

APPROVED AS TO FORM AND CONTENT:

_____

Steven S. Leskovich, J.D., Ed.D., City Attorney

CITY COUNCIL
CITY OF PUNTA GORDA
11/18/2026

ORDINANCES / RESOLUTIONS
(No Public Hearing Required)

Title:

A resolution of the City Council of the City of Punta Gorda, Florida, formally adopting its amended Rules of Procedure; and providing an effective date.

Funds: Not applicable.

Recommended Action: City Council move approval of the resolution for enactment of the amended Rules of Procedure.

Summary: On November 19, 2025, City Council approved Resolution 3860-2025, which adopted the current Rules of Procedure, and expressed a desire to adopt a similar resolution each year thereafter. Based on Councilmembers' input and City staff review, proposed amendments to the Rules of Procedure are before Council for consideration and adoption.

Department/Division: City Clerk

EXHIBITS:

1. Resolution City Council Amended Rules of Procedure
2. City Council Rules of Procedure - November 2026 Update

CITY OF PUNTA GORDA, FLORIDA

RESOLUTION NO. _____

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

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

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

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

WHEREAS, on November 19, 2025, the City Council adopted Rules of Procedure which provide a comprehensive framework covering General Provisions, Agendas, Meeting Procedures, and the operation of Boards and Committees; and

WHEREAS, the Rules of Procedure have been reviewed and amended to better align with City Council’s desired practices.

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

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

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

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

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

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

CITY OF PUNTA GORDA, FLORIDA

_____
Mayor

ATTEST:

_____
SARA WELCH, City Clerk

APPROVED AS TO FORM:

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

CITY OF PUNTA GORDA

CITY COUNCIL

RULES OF PROCEDURE

Effective November 2026

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INTRODUCTION

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

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

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

SECTION I – GENERAL PROVISIONS

RULE 1: CONSTRUCTION AND SUSPENSION OF RULES

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

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

RULE 2: PUBLIC MEETINGS

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

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

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

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

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

RULE 3: REGULAR CITY COUNCIL MEETINGS

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

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

3.1.2 In the case of a change in the membership of City Council pursuant to an election, no regular Council meeting shall be held after the general election until certification of results is established.

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

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

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

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

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

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

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

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

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

RULE 4: SPECIAL CITY COUNCIL MEETINGS

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

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

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

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

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

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

RULE 5: EMERGENCY CITY COUNCIL MEETINGS

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

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

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

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

5.3 Emergency meetings may be scheduled on days or evenings.

5.4 Emergency meetings may be scheduled following State of Emergency declarations by the State of Florida Governor or Charlotte County Board of County Commissioners.

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

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

RULE 6: REORGANIZATION MEETING

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

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

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

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

6.4.1 The City Attorney calls for nominations until no further are made (see RULE 47: Election of Officers).

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

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

RULE 7: CITY COUNCIL WORKSHOPS

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

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

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

7.2 No formal action shall occur at workshops.

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

RULE 8: PRESIDING OFFICER

8.1 The presiding officer at a meeting is the City Councilmember or board or committee member responsible for enforcing the Rules of Procedure and conducting meetings in a manner which

preserves order and decorum, prevents attacks on personalities or the impugning of members' motives, confines debate or comments to the question under discussion, and expedites business in every way compatible with the rights of members.

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

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

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

RULE 9: MAYOR

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

9.2 The Council elects a Mayor from among its members annually during the Reorganization Meeting (RULE 6: Reorganization Meeting).

RULE 10: VICE-MAYOR

10.1 The Vice-Mayor serves as presiding officer during the absence of the Mayor. During the absence of the Mayor, the Vice Mayor shall also be recognized temporarily as head of the City government for ceremonial purposes and for service of process on the City (see RULE 16: Service of Process)

10.2 .

10.3 The Council elects a Vice-Mayor from among its members annually during the Reorganization Meeting (RULE 6: Reorganization Meeting).

RULE 11: REQUIRED ATTENDANCE OF OFFICIALS AND STAFF

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

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

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

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

11.2 For emergency meetings, required attendees are:

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

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

11.3 For workshops, required attendees are:

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

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

RULE 12: SERGEANT-AT-ARMS

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

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

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

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

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

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

RULE 14: COMMUNICATIONS/PRESS CONFERENCES

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

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

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

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

RULE 15: CITY COUNCIL MAIL

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

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

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

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

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

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

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

15.7 Anonymous mail will be routed to the appropriate Councilmember(s) and will be filed away in the appropriate folder. Any suspicious anonymous mail will be directed to the Punta Gorda Police Department for investigation prior to being routed to Council.

RULE 16: SERVICE OF PROCESS

16.1 When a process server needs to arrange service, staff will notify the Legal Assistant in the City Manager's office, who will notify the Mayor by telephone.

16.2 The Legal Assistant or their designee will give the Mayor the process server's telephone number.

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

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

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

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

RULE 17: ORDINANCES

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

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

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

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

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

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

RULE 18: RESOLUTIONS

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

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

18.3 All resolutions shall be reduced to writing.

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

RULE 19: MORATORIUM

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

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

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

RULE 20: PROCLAMATIONS

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

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

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

20.3 Requests for a proclamation must include:

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

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

20.3.3 Background information on the event or organization.

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

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

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

20.5 The City Clerk will request volunteers from among the Councilmembers to read proclamations during the pre-agenda meeting immediately preceding the proclamation presentation. .

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

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

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

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

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

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

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

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

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

RULE 21: KEY TO THE CITY

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

RULE 22: MAYOR'S MEDAL

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

RULE 23: CITY COUNCIL APPOINTMENTS TO SERVICE BOARDS AND COMMITTEES

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

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

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

RULE 24: REQUESTS FOR INFORMATION AND RECORDS

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

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

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

SECTION II – AGENDAS

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

RULE 25: PREPARATION OF AGENDA

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

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

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

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

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

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

25.7 Agendas are posted on the City’s website.

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

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

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

RULE 26: CITIZEN-INITIATED ITEMS

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

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

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

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

RULE 27: COUNCIL-REQUESTED ITEMS

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

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

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

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

RULE 28: AGENDA MATERIAL

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

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

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

SECTION III - MEETING PROCEDURES

RULE 29: DAIS SEATING ARRANGEMENT

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

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

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

RULE 30: RULES OF ORDER

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

RULE 31: QUORUM

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

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

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

RULE 32: VOTING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RULE 34: RULES OF DISCUSSION

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

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

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

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

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

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

34.7 If the Mayor wishes to put forth or second a motion, she/he will relinquish the position of presiding officer per RULE 49: Motions until the main motion has been disposed of.

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

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

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

RULE 35: ORDER OF BUSINESS OF MEETING

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

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

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

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

RULE 36: INVOCATION

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

RULE 37: AGENDA APPROVAL

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

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

RULE 38: ACTION ON ITEMS NOT INCLUDED ON AGENDA

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

38.1.1 The item is deemed an emergency matter.

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

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

RULE 39: PUBLIC INPUT

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

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

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

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

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

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

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

39.3.1 Speakers will audibly state their names for the record.

39.3.2 Speakers are allotted 3 minutes apiece during the public comment periods at the beginning and end of each regular Council meeting and City Council workshop, unless additional time is provided for by law, regulation, or at the presiding officer's discretion.

39.3.2.1 The first public comment period at the beginning of each regular Council meeting and City Council workshop shall be reserved for comments on agenda items only, with the second public comment period at the end of each regular Council meeting and City Council workshop being open for general public comment.

39.3.3 Speakers are allotted 30 seconds apiece during the general public comment periods at the beginning and end of each pre-agenda Council meeting, unless additional time is provided for by law, regulation, or at the presiding officer's discretion.

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

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

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

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

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

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

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

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

RULE 40: PRESENTATIONS

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

40.1.1 The recipient is allotted up to 3 minutes to speak upon accepting the award/presentation.

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

RULE 41: PUBLIC HEARINGS

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

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

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

41.4 Legislative public hearings are conducted in the following manner:

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

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

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

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

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

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

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

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

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

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

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

RULE 42: CONSENT AGENDA ITEMS

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

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

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

42.3 The Consent Agenda is handled as follows:

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

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

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

RULE 43: DISCUSSION ITEMS

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

43.2 Staff will indicate if action is required.

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

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

RULE 44: COUNCIL/BOARD MEMBER COMMENTS

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

RULE 45: ADJOURNMENT; RECESS

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

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

RULE 46: MEETING BREAKS

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

RULE 47: ELECTION OF OFFICERS

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

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

47.3 Nominations do not require a second.

47.4 A member may nominate themselves.

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

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

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

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

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

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

RULE 48: CITY COUNCIL AS SPECIAL ASSESSMENT DISTRICTS

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

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

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

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

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

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

RULE 49: MOTIONS

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

49.2 A motion requires a second prior to discussion.

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

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

49.3.1 Only two amendments may be offered at a time.

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

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

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

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

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

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

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

49.7.1 Vice Mayor/Vice Chair;

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

RULE 50: RECONSIDERATION

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

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

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

50.2.2 At a subsequent meeting by any Councilmember.

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

RULE 51: RESCINDING ACTION PREVIOUSLY TAKEN

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

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

SECTION IV – BOARDS AND COMMITTEES

RULE 52: ESTABLISHMENT OF BOARDS/COMMITTEES

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

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

RULE 53: APPOINTMENTS

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

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

53.3 Committee members are appointed via the following process:

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

53.3.2 Vacancies are announced at Council meetings for advertisement.

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

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

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

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

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

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

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

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

RULE 54: REMOVAL FROM BOARD

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

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

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

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

RULE 55: OFFICERS

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

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

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

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

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

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

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

RULE 56: MEETINGS

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

56.1.1 RULE 36: Invocation.

56.1.2 RULE 37: Agenda Approval.

56.1.3 RULE 42: Consent Agenda Items.

56.1.4 RULE 48: City Council as Special Assessment Districts.

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

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

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

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

(ADOPTED BY RESOLUTION #3673-2022)

I. INTRODUCTION

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

II. SCOPE AND APPLICABILITY

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

III. PROCEEDINGS

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

IV. UNAUTHORIZED COMMUNICATIONS

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

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

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

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

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

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

V. WITNESSES AND SUPPORTING MATERIALS

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

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

VI. PARTY INTERVENORS

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

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

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

VII. CONDUCT OF HEARING

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

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

3. The order of proof shall be as follows:

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

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

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

   d. Any other persons present who wish to submit relevant information to the City Council or Board shall speak next for a maximum of 3 minutes each (excluding any cross-examination or questions from the Council or a Board member). All such persons shall be sworn and shall be subject to cross-examination by any party.

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

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

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

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

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

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

IX. CROSS-EXAMINATION OF WITNESSES

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

X. RULES OF EVIDENCE

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

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

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

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

XI. STATEMENTS OF COUNSEL

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

XII. CONTINUANCES AND DEFERRALS

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

XIII. TRANSCRIPTION OF HEARING

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

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

XIV. MAINTENANCE OF EVIDENCE AND OTHER DOCUMENTS

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

XV. FALSE TESTIMONY

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

XVI. FAILURE OF APPLICANT TO APPEAR

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

CITY COUNCIL
CITY OF PUNTA GORDA
11/18/2026

ORDINANCES / RESOLUTIONS
(No Public Hearing Required)

Title:

A resolution of the City Council of the City of Punta Gorda, Florida, formally adopting its Civility Pledge; and providing an effective date.

Funds: Not applicable.

Recommended Action: City Council move approval of the resolution.

Summary: On January 29, 2026, City Council approved Resolution 3866-2026, which adopted the current Civility Pledge. On June 3, 2026, City Council expressed desire for Code of Conduct policies to be consolidated and incorporated into the Civility Pledge. Based on Councilmembers' input and City staff review, proposed amendments to the Civility Pledge are before Council for consideration and adoption.

Department/Division: City Clerk

EXHIBITS:

1. Resolution Amended Civility Pledge

CITY OF PUNTA GORDA, FLORIDA
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PUNTA GORDA, FLORIDA, ADOPTING AN OFFICIAL CIVILITY PLEDGE; ESTABLISHING GUIDELINES FOR PUBLIC DISCOURSE DURING MEETINGS AND ON ELECTRONIC PLATFORMS; PROVIDING FOR DISTRIBUTION AND PUBLIC NOTICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Punta Gorda, Florida, serves as the elected legislative body charged with conducting public business under the laws of the State of Florida and the principles of home rule authority; and

WHEREAS, the City Council recognizes that the effective administration of government requires deliberative, thoughtful, and issue-based consideration of matters affecting the community; and

WHEREAS, the City Council finds that public discourse, both in person and via electronic communication or social media, has at times been hindered by personal attacks, improper displays of temper, and uncivil behavior; and

WHEREAS, such conduct can discourage public participation, undermine the dignity of the institution, and distract from the substantive issues facing our residents; and

WHEREAS, the City Council wishes to incorporate and consolidate its previous resolutions and policies regarding the Code of Conduct, most recently adopted by Resolution 3858-2025, into a Civility Pledge that will be considered for annual adoption; and

WHEREAS, the adoption of a Civility Pledge serves as a formal commitment by elected officials, staff, and the public to maintain a standard of mutual respect, courtesy, and professionalism; and

WHEREAS, the City Council believes that by modeling civil behavior, local leaders can foster a more informed electorate and achieve better policy outcomes for all citizens.

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

Section 1. Adoption. The City Council hereby adopts the "City of Punta Gorda Civility Pledge," attached hereto as Exhibit A.

Section 2. Applicability. This Pledge shall apply to all elected officials, appointed board members, and staff during public meetings, workshops, and official electronic communications.

The City Council further invites and encourages all residents and participants in the public process to uphold these same standards.

Section 3. Implementation. To ensure the effectiveness of this Pledge:

The Pledge shall be posted prominently in the Council Chambers.

A summary of the Pledge may be read by the presiding officer at the commencement of public meetings.

The Pledge shall be displayed on the City's website and relevant social media channels.

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

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

CITY OF PUNTA GORDA, FLORIDA

_____
Mayor

ATTEST:

_____
Sara Welch, City Clerk

APPROVED AS TO FORM:

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

EXHIBIT A: THE CIVILITY PLEDGE

As a public servant of the City of Punta Gorda, I pledge to lead by example. I commit to conducting all public discourse, whether in person, in written communications, or online, with decorum and professionalism.

I will treat my colleagues, staff, and the public with courtesy and respect, even when we disagree. I acknowledge that we are all striving to support and improve our community and understand that we each may have different ideas for achieving that objective. I will focus on the issues at hand during discussions and refrain from personal attacks. I will act in concerted effort with my colleagues and City staff to stop rumors, misinformation, and innuendoes reflectively negatively on the City or its personnel.

I ask that every person who engages with this government, whether in this chamber or online, to join me in this commitment to ensure our community remains a place of thoughtful, productive, and civil debate.

CITY COUNCIL
CITY OF PUNTA GORDA
11/18/2026

CONSENT AGENDA

Title: Demolition Permits Update

Funds: Not applicable.

Recommended Action: Information only.

Summary:

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

Department/Division: Building

EXHIBITS:

1. Demo Permits

PERMITS ISSUED REPORT
9/25/26 THRU 11/01/26
DEPARTMENT - BUILDING DEPARTMENT
PERMIT TYPE - BDEM DEMOLITION PERMIT
OBTAINED VALUATION FROM PERMIT VALUATION

APPLICATION	APPLICATION TYPE AND DESCRIPTION / DATE	ADDRESS/ Parcel Number / County PA Number	PROPERTY OWNER/ CONTRACTOR
26-00199675	BDSF DEMOLITION/SINGLE FAMILY 8/10/26	84 SABAL DR 0012-0005-PGI-004 412211328010	SUNFLO INVEST LLC TROPICAL HOMES BY INTEGRITY BU

STRUCTURE - 000 000
PERMIT TYPE - BDEM 00 DEMOLITION PERMIT

ISSUE DATE	VALUATION	SUBCONTRACTOR(S)
10/16/26	25000	

TOTAL PERMITS ISSUED 1 TOTAL PERMITS HELD 0

TOTAL PERMIT VALUATION 25,000

GRAND TOTAL ISSUED 1 GRAND TOTAL HELD 0

GRAND TOTAL PERMIT VALUATION 25,000

CITY COUNCIL
CITY OF PUNTA GORDA
11/18/2026

CONSENT AGENDA

Title:	Invoice of Persson, Cohen & Mooney, P.A. for legal services rendered through October 5, 2026, in the amount of $880.60.
Funds:	General
Recommended Action:	City Council approval
Summary:	All invoices for legal services rendered to the City are brought to Council for approval. Persson, Cohen & Mooney, P.A. provides legal counsel to the City's Advisory Boards and Committees on an as needed basis. Fiscal year expenses, including this invoice, total $2,142.00.
Department/Division:	City Manager

EXHIBITS:

1. Invoice #7510 in the amount of $880.60

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

INVOICE

Invoice # 7510
Date: 11/03/2026
Due On: 12/03/2026

City of Punta Gorda
acarney@cityofpuntagordafl.com

Statement of Account

Outstanding Balance		New Charges		Payments Received		Total Amount Outstanding
($1,261.40	+	$880.60	) - (	$0.00	) =	**$2,142.00**

PGORDA

City of Punta Gorda

Type	Timekeeper	Date	Notes	Quantity	Rate	Total
Service	DPL	10/20/2026	CODE ENFORCEMENT BOARD: Review the agenda and prepare for the Board meeting.	0.80	$238.00	$190.40
Service	DPL	10/21/2026	CODE ENFORCEMENT BOARD: Travel to and attend the Board meeting.	2.90	$238.00	$690.20

Subtotal	**$880.60**
Total	**$880.60**

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
7413	11/05/2026	$1,261.40	$0.00	$1,261.40

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
7510	12/03/2026	$880.60	$0.00	$880.60
			Outstanding Balance	**$2,142.00**
			Total Amount Outstanding	**$2,142.00**

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

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

CITY COUNCIL
CITY OF PUNTA GORDA
11/18/2026

REGULAR AGENDA

Title: Agreement Award to GrantWorks, Inc. of Tallahassee, FL for FEMA Grant Management Services.

Funds: Funds will be allocated for each task order/authorization

Recommended Action: Staff recommends award of this Agreement to GrantWorks, Inc. of Tallahassee, FL as being the most qualified and responsible bid

Summary:

Procurement issued a Request for Proposal for FEMA Grant Management Services. Solicitation notices were sent to 1312 vendors, 23 viewed the solicitation on-line and the City received 10 responses. However, 3 of the responses were determined to be non-responsive.

The agreement includes positions and hourly rates to negotiate future task orders. Task orders will be approved by the appropriate award authority. Scope of services are inclusive of eligibility of funding, allowability, engagement and closeout process.

Department/Division: Procurement

EXHIBITS:

1. Agreement
2. Recommendation for Award
3. Evaluation

AGREEMENT R2025103/SVC-FEMAGRANTMGT/2425
BETWEEN CITY AND CONTRACTOR

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

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

(Hereinafter "**CITY"**) and

GrantWorks, Inc.
201 S. Monroe Street,
Tallahassee, FL 32301
949-705-8542

(Hereinafter "**CONTRACTOR"**)

The Agreement Documents consist of this executed Agreement, the complete Solicitation Package, the CONTRACTOR'S Submittal Package, and all documents that may be executed as a result of this executed agreement. City and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

CONDITIONS OF WORK/PURCHASE: All work performed or purchases made shall be in accordance with the terms and conditions of this Agreement and any attachments hereto. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the CITY's appropriate level of authority. Failure of CITY to object to provisions contained in any acknowledgment, document or other communications from CONTRACTOR shall not be construed as a waiver of this Agreement's terms and conditions or an acceptance of any such provision.

This Agreement and any attachments hereto, constitute the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Agreement shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. The CITY's appropriate Change Order Authority are the only parties authorized to make changes or modifications by issuance of an official change notice or Amendment to this Agreement.

ARTICLE 1. - WORK

All work to be performed in accordance with this Agreement shall be completed in a timely and professional manner. The Project for which the Work under this Agreement may be the whole or only a part is generally described as follows:

FEMA Grant Management

ARTICLE 2. – CITY STAFF RESPONSIBILITIES

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

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

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

ARTICLE 3. – AGREEMENT TERM

A. AGREEMENT TERM: This Agreement shall be for a three (3) year period, which shall commence upon the signing of this Agreement by both parties. The CITY retains the right to renew this initial Agreement under the same terms and conditions upon mutual agreement with the CONTRACTOR. Agreement for commodities or contractual services may be renewed for a period that may not exceed 3 year, or the term of the original Agreement, whichever period is longer. This Agreement will automatically renew for a three (3) year period under the same terms and conditions and current pricing unless written notice of non-renewal is issued 90 calendar days prior to the expiration date by either the CITY or the CONTRACTOR. A renewal of this Agreement may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the CITY and subject to the availability of funds.

B. NON-EXCLUSIVE AGREEMENT: No Guarantee is expressed or implied as to the total volume of commodities/services to be purchased under this open-end Agreement.

C. ORDERING: The CITY reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in this Agreement and if the CONTRACTOR is unable to comply therewith, the CITY reserves the right to purchase commodities/services from another source without penalty or prejudice to the CITY.

D. SEPARATE PURCHASE ORDER: CONTRACTOR will receive a separate purchase order as commodities and/or services are required at the prices stated in this Agreement.

E. APPROPRIATION OF FUNDS: If funds are not appropriated or otherwise made available to support continuation of this Agreement in any fiscal year, the CITY shall have the right to terminate the Agreement without any obligation or penalty.

ARTICLE 5 - RIGHT TO REQUIRE PERFORMANCE

Failure of the CITY at any time to require performance by the CONTRACTOR of any provision of this Agreement shall not waive the right of the CITY thereafter to enforce same, nor waive the right of the CITY to enforce any breach of any provision of this Agreement, nor waive any succeeding breach of such provision, nor as a waiver of any provision itself.

In the event of a violation of any part of this agreement by the contractor, the CITY shall, among other remedies available under law, have the legal remedy to enforce the provisions of this agreement to prevent any interruption of service to the residents of the CITY. In the event a dispute arises between the CITY and the CONTRACTOR relating to this agreement, performance, or compensation hereunder, the CONTRACTOR must continue to render service in full compliance with all terms and conditions of this agreement as interpreted by the city, regardless of such dispute. However, this shall not prevent the CONTRACTOR from seeking legal relief from any interpretation made by the CITY.

ARTICLE 6. – CANCELLATION OF CONTRACT

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

B. TERMINATION FOR CONVENIENCE: The CITY may terminate this Agreement for any reason and without cause by giving thirty (30) calendar days written notice to CONTRACTOR. Upon such termination, the Contractor shall be entitled only to payment for Services satisfactorily performed and accepted by the City through the effective date of termination, together with "only" those costs and "only" allowable expenses expressly authorized and provided for within this Agreement. The Contractor shall have no entitlement to anticipated profits, contractor markup, overhead, lost profits, unearned fees, consequential damages, cost plus calculations, or other compensation arising from the uncompleted services and costs contained within this Agreement, or from invoices previously submitted, or on the last remaining invoice subjected to the final invoice.

C. DEFAULT: The CITY will provide to the CONTRACTOR written notification stating the nature of non-conformance and/or failure to perform to this Agreement's terms and conditions. All areas cited for non-conformance and/or failure to

comply with this Agreement must be remedied by the CONTRACTOR within a ten (10) calendar day period. If not remedied within the stated timeframe, the CITY shall find the CONTRACTOR in default of this Agreement and invoke the cancellation clause without additional time to cure the non-conformance and/or failure to comply. The CONTRACTOR will be removed from the CITY's supplier/contractor list.

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

E. CHANGES TO AWARDED PROJECT TEAM/ PERSONNEL. Changes to the originally proposed project team shall be submitted to the CITY in writing. Acceptance of the change shall be the sole discretion of the CITY. In the event the CITY does not approve the amended project team, the CITY has the option to terminate the contract. The CITY will reimburse the CONTRACTOR for the work completed up to the time of termination.

ARTICLE 7. – AGREEMENT PRICING

A. FIXED PRICE TERM: CONTRACTOR agrees to supply the CITY the items and/or services listed at firm delivered prices for the first year of this initial Agreement.

B. The CITY and CONTRACTOR will negotiate a maximum ceiling total price for labor per task order(s) based on the agreed upon unit rates in Exhibit A. This maximum ceiling total price for the task order must not be exceeded by the CONTRACTOR, if it is exceeded, it is at the CONTRACTOR's risk.

C. All prices are identified in the Agreement Price Schedule (Exhibit A).

D. PRICE ADJUSTMENTS:

1. Price adjustments during the second and third year of this initial Agreement will be allowed, but must not exceed the Consumer Price Index (Urban Consumers) South Region percent of change for the past twelve (12) months immediately preceding the date of written request for price adjustment. This request will become effective thirty (30) calendar days from the date the notice was received by the CONTRACT ADMINISTRATOR from the CONTRACTOR for all purchases and services ordered after the effective date thirty (30) calendar days from the CONTRACT ADMINISTRATOR receipt of request).

2. Equitable Adjustments: The CITY may, in its sole discretion, make an equitable adjustment in this Agreement's terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the CONTRACTOR'S control; (2) the volatility affects the marketplace or industry, not just this particular Agreement source of supply; (3) the effect on pricing or availability of supply is substantial; and (4) the volatility so affects the CONTRACTOR that continued performance of this Agreement would result in a substantial loss. Any and all equitable adjustments will be considered temporary due to the reason for adjustment. All equitable adjustments will be evaluated by the CONTRACT ADMINISTRATOR periodically to determine if the reason for adjustment is still valid. If the reason for the adjustment is no longer valid, the CITY will terminate the adjustment and notify the CONTRACTOR.

3. The CITY reserves the right to negotiate this Agreement if the prices exceed the current marketplace.

4. AGREEMENT RENEWAL

   a. Price adjustment, during a renewal period, will be allowed. However, the CITY will allow only one (1) adjustment for each year of the renewal period. Requirements for requesting a price adjustment shall be in accordance with the Price Adjustments section above and subject to CITY approval.

   b. Price adjustments during a renewal period will be allowed, but must not exceed the Consumer Price Index (Urban Consumers) South Region percent of change for the past twelve (12) months immediately preceding the date of written request for price adjustment. This request will become effective thirty (30) calendar days from the date the notice was received by the CONTRACT ADMINISTRATOR from the CONTRACTOR for all purchases and services ordered after the effective date thirty (30) calendar days from the CONTRACT ADMINISTRATOR receipt of request).

c. The CITY reserves the right to negotiate this Agreement if the prices exceed the current marketplace.

ARTICLE 8. – INVOICING/PAYMENT TERMS

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

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

C. INVOICES: Invoices must state the work or commodities/goods delivered, location of delivery, quantities, unit prices and extended prices. All prices must be in accordance with Exhibit A. Invoices will not be paid unless and until the requirements have been fully met. Unit prices must be net of all transportation and delivery charges and must be prepaid in full to destination.

D. PRICE/SALES TAX: Unless otherwise specified herein, the unit prices herein must not include sales or use tax.

E. Payments will be made for work performed in accordance with this Agreement, Amendments, and/or authorized change orders, which are documented on an Invoice or Application for Payment and validated by the CITY REPRESENTATIVE for payment within six (6) months after completion of this Agreement. Any untimely submission of Invoice or Application for Payment beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as unreasonable delay in pursuing a claim. Time shall be deemed of the essence with respect to the timely submission of Invoice or Application for Payment under this Agreement.

ARTICLE 9. – WARRANTY/GUARANTEES

A. COVENANT AGAINST GRATUITIES: CONTRACTOR warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by CONTRACTOR, or any agent or representative of CONTRACTOR, to any officer or employee of CITY with a view toward securing this Agreement or favorable treatment with respect to any determination concerning the performance of this Agreement. In the event of breach of this warranty, CITY shall be entitled to pursue the same remedies including, but not limited to, termination, against CONTRACTOR as it may pursue in the event of CONTRACTOR's default.

ARTICLE 10. - CHANGE ORDER TO CONTRACT

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

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

1. Procurement Manager - the Procurement Manager may approve change orders in a singularly or cumulatively amount that does not exceed 25% of the total Agreement price with a maximum cap of fifty thousand dollars ($50,000.00) with the exception of contracts requiring City Council's approval for an award. The Procurement Manager may authorize contract time extension in excess of five (5) days and non-monetary changes, which are not considered minor, which do not result in a change in the Agreement amount.

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

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

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

ARTICLE 12. - INSURANCE REQUIREMENTS

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

- THE CITY IS TO BE SPECIFICALLY INCLUDED AS AN ADDITIONAL INSURED (WITH REGARDS TO GENERAL LIABILITY). ENDORSEMENT DOCUMENTATION MUST BE PROVIDED.
- A CITY Division, Department or individual name shall NOT appear on the Certificate.
- THE CITY MUST BE NAMED AS CERTIFICATE HOLDER. **PLEASE NOTE THAT THE CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**

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

NO OTHER FORMAT WILL BE ACCEPTABLE.

- GENERALLY REQUIRED COVERAGE INCLUDES:
    - COMMERCIAL GENERAL LIABILITY - Not less than $500,000 per occurrence; combined single limit for bodily injury liability and property damage liability. This shall include the following endorsements: premises and/or operations, independent contractors and products and/or completed operations, broad form property damage.
    - Business Auto Policy - Not less than $500,000 Per Occurrence; Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership.
    - Professional Liability - Not less than $1,000,000 Per Claim
    - Workers Compensation – Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employers' Liability with a minimum of $100,000.00 for each accident.
        - Workers Compensation Exemption Granted by the State of Florida Construction and Non-Construction –CONTRACTOR meeting the State's requirements for Construction or Non-Construction (Non-Construction for Corporations and LLC) exemption must hold a current Exemption Certificate issued by the State of Florida for the term of this Agreement.

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

ARTICLE 14. - APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold currently set at $250,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. SETTLEMENT OF DISPUTES. All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be resolved as follows:

1. To the extent Chapter 558, F.S., is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the mean of section 558.005(1), F.S.
2. In the event of a dispute or claim arising out of this agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties shall enter into mediation and/or non-binding arbitration and/or any other form of mutually agreed upon alternative dispute resolution in Charlotte County, Florida, with the parties sharing equally in the cost of such mediation.
3. In the event mediation, non-binding arbitration, and/or any other form of mutually agreed upon alternative dispute resolution, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set for the below.
4. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Charlotte County, Florida, or where subject matter jurisdiction exists in the United States District

Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non convenience.

5. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
6. Unless otherwise agreed in writing, the Contractor/ Consultant shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any

subcontract or purchase order as the administering agency 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 subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

D. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

E. Reporting. Vendor shall allow access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

F. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

H. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business

firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement", the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

I. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

J. Procurement of recovered materials §200.323.

i) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ii) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

K. Minority Businesses and Women's Businesses. As required by CFR Title 2, §200.321, Contracting with Small Businesses, Minority Businesses, Women's Business Enterprises, Veteran-Owned Businesses, and labor surplus area firms.

a. When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered as set forth below:

b. Such consideration means:

i) These business types are included on solicitation lists;

ii) These business types are solicited whenever they are deemed potential sources;

iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by these business types;

iv) Establishing delivery schedules, where the requirement permits, which encourage participation by these business types;

v) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi) Requiring the contractor under a federal award to apply this section to subcontracts.

L. Domestic preferences for procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

i. For purposes of this section:

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

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

ii. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2CFR part 184.

M. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
(1) Procure or obtain covered telecommunications equipment or services;
(2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
(b) As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment or services means any of the following:
(i) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
(ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(iii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

i. (c) See Public Law 115-232, section 889, and 200.471, for additional information.

ARTICLE 14. - CONTRACTOR'S REPRESENTATIONS

A. In order to induce the City to enter into this Agreement, CONTRACTOR makes the following representations and assurances:

1. CONTRACTOR must be legal to perform business within the state of Florida. If CONTRACTOR is outside of the state of Florida they must hold a current Certificate of Authority issued through the Department of State and in accordance with Florida Statute 607.1501.

2. CONTRACTOR must hold and maintain current Business Tax Receipt for CONTRACTOR's locality for the term of this Agreement. CONTRACTOR must hold and maintain current City of Punta Gorda Business Tax Receipt for the term of this Agreement IF their business if physically located within the city limits.

3. CONTRACTOR has familiarized himself with the nature and extent of this Agreement, Work, Locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

4. CONTRACTOR must comply with all Federal, State and Local rules, policies and ordinance in the performance of their work and document management.

5. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work, which were relied upon by REPRESENTATIVE in the preparation of the Construction Plans and Specifications included in the solicitation package.

6. CONTRACTOR has given CONTRACT ADMINISTRATOR written notice of all conflicts, errors or discrepancies that has been discovered in this Agreement and the written resolution thereof by CONTRACT ADMINISTRATOR is acceptable to CONTRACTOR.

7. SUBCONTRACTORS:

a. CONTRACTOR is fully responsible for the actions of their Subcontractors. Therefore, should a Subcontractor perform work outside of this Agreement's scope of work they do so at the CONTRACTOR's expense and risk not being compensated by the CITY for performing unauthorized work.

b. The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in addition to checking of prior performance of like or similar work as delineated in part or whole as pertinent to this Agreement.

c. CONTRACTOR is required to notify the CONTRACT MANAGER of all intended changes to the subcontractor list (Exhibit TBD). CONTRACT MANAGER will issue written notice to the CONTRACTOR indicating the acceptance or rejection of the intended subcontractor change.

8. CONTRACTOR Equal Employment Opportunity Clause. CONTRACTOR must be in compliance with Executive Order 11426 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.

9. Contract Work Hours/Safety Standards Act. CONTRACTOR must be in compliance with provisions of Section 103 and Section 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and as supplemented by the Department of Labor Regulations (Part V, 28CFR).

10. SAFETY COMPLIANCE. It shall be the CONTRACTOR'S sole responsibility to comply with all Local, State and Federal rules and regulations while performing work under this Agreement. These regulations include, but are not limited to: Confined Space, Lock-out/Tag-out, Hazard Communications, Personal Protective Equipment, Excavation Safety, Respiratory Protection, and Hot Work Permits.

11. Competent Personnel. CONTRACTOR warrants that all services will be performed by skilled and competent personnel to the highest professional standards in this scope of work.

12. System for Award Management Maintenance FAR 52.204-13 – CONTRACTOR'S requirement for maintaining a Unique Entity Identifier, EFT indicator (if applicable) and CAGE Code:

(a) Definitions. As used in this clause—

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

(b) Registered in the System for Award Management (SAM) means that–

(1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into SAM;

The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(3) The Government has marked the record "Active".

(c) *System for Award Management (SAM) means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes–*

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing *unique entity identifiers*.

(d) If the solicitation for this contract contained the provision 52.204-7 with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(e) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(f) (1) (i) If a Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in SAM;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in SAM record to reflect an assignee for the purpose of assignment of *claims* (see FAR subpart 32.8, Assignment of *Claims*). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the

change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(e) Contractors may obtain additional information on registration and annual confirmation requirements at https://www.sam.gov .

ARTICLE 15. – INDEMNIFICATION / LIMITS OF LIABILITY

A. INDEMNIFICATION The CONTRACTOR shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the CITY, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by CONTRACTOR, its agents, employees, partners, or subcontractors, provided, however, that the CONTRACTOR shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the CITY.

Further, the CONTRACTOR shall fully indemnify, defend, and hold harmless the CITY from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to misuse or modification or CONTRACTOR's products. If any product is the subject of an infringement suit or in the CONTRACTOR'S opinion is likely to become the subject of such a suit, the CONTRACTOR may at its sole expense PROCURE for the CITY the right to continue using the product or to modify it to become non-infringing. If the CONTRACTOR is not reasonably able to modify or otherwise secure the right to continue using the product, the CONTRACTOR shall remove the product and refund the CITY amounts paid in excess of a reasonable payment for past use. The CITY shall not be liable for any royalties.

The CONTRACTOR's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the CITY giving the CONTRACTOR (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at CONTRACTOR'S sole expense, and (3) assistance in defending the action at CONTRACTOR's sole expense. The CONTRACTOR shall not be liable for any cost, expense, or compromise incurred or made by the CITY in any legal action without the CONTRACTOR's prior written consent, which shall not be unreasonably withheld.

A. LIMITATION OF LIABILITY. For all claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under this Agreement for direct damages shall be limited to the greater of $25,000, or the dollar amount of the purchase order, or two times the charges rendered by the Contractor under this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.
Unless otherwise specifically enumerated in the Agreement or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires the CONTRACTOR to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The CITY and Customer may, in addition to other remedies available to them at law or equity and upon notice to the CONTRACTOR, retain such monies from amounts due the CONTRACTOR as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The CITY may set off any liability or other obligation of the CONTRACTOR or its affiliates to the CITY against any payments due the CONTRACTOR under any contract with the CITY.

ARTICLE 16. – UNITED STATES PRODUCED IRON AND STEEL

A. Pursuant to FS 255.0993 a government entity entering into a contract for a public works project or for the purchase of materials for a public works project are required that any iron or steel product permanently incorporated in the project be produced in the United States when the activity is paid for with state-appropriated funds or state funds administered by a government agency.

ARTICLE 17. – EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time shall have the meaning as described in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the City and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the City may treat a failure to comply which shall result in termination of this contract.

C. B*y entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The* contractor *shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed with a circuit court or county court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the City as a result of the termination of this Agreement.*

ARTICLE 18. - MISCELLANEOUS

A. PUBLIC RECORDS COMPLIANCE/MANAGEMENT

1. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

    a. Keep and maintain public records required by the CITY to perform the service.
        i. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/).*
        ii. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. CONTRACTOR'S records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
    b. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided for by law. If a CONTRACTOR does not comply with the CITY's request for records, CITY shall enforce the provisions in accordance with the contract.
    c. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the CONTRACTOR does not transfer the records to CITY.
    d. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR **or** keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon the completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

    A CONTRACTOR who fails to provide the public records to the CITY within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

CONTRACTOR identified in their Submittal Package to this Solicitation the following option elected for the management of public records upon final completion of the project:

☐ CONTRACTOR elects to submit ALL documentation related to this Agreement, inclusive of sub-contracts, in electronic format, which is acceptable to the City, to the CONTRACT ADMINISTRATOR. Final payment will not be processed without the CITY's receipt of all documentation.

☐ CONTRACTOR elects to assume the responsibility to manage and retain ALL documentation related to this Agreement in full accordance with Chapter 119 State Statute and the General Records Schedule GS1-SL for State and Local Government Agencies. (*See* *http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/)*

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF PUNTA GORDA PURCHASING DIVISION CUSTODIAN OF PUBLIC RECORDS AT (941)575-3366, PGPURCH@CityofPuntaGordaFL.com , OR 326 W. MARION AVENUE, PUNTA GORDA FL 33950.

D. CITY'S RIGHT TO AUDIT. The CITY reserves the right to audit the CONTRACTOR's records throughout the term of this Agreement and in accordance with Public Records requirement established for the retention period.

E. AUDIT DISALLOWANCES. If at any time the CITY determines that a cost for which payment has been made is a disallowed cost, such as overpayment, CITY will notify the CONTRACTOR in writing of the disallowance. CITY will also state the means of correction, which may include, but shall not be limited to, adjustment of any future claim/invoice submitted by the CONTRACTOR by the amount of the disallowance, or to require repayment of the disallowed amount by the CONTRACTOR.

F. SETTLEMENT OF DISPUTES. All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be resolved as follows:

1. To the extent Chapter 558, F.S., is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the mean of section 558.005(1), F.S.
2. In the event of a dispute or claim arising out of this agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties shall enter into mediation and/or non-binding arbitration and/or any other form of mutually agreed upon alternative dispute resolution in Charlotte County, Florida, with the parties sharing equally in the cost of such mediation.
3. In the event mediation, non-binding arbitration, and/or any other form of mutually agreed upon alternative dispute resolution, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set for the below.
4. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Charlotte County, Florida, or where subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non convenience.
5. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
6. Unless otherwise agreed in writing, the Contractor/ Consultant shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute.

G. SUBSTITUTIONS. In the event the CONTRACTOR is unable to provide the commodity or equipment specified in this Agreement, due to manufacturer or supplier discontinuing specified parts, is unable to secure sufficient supplies to fulfill all orders, the CONTRACTOR will be allowed to substitute an item of equal or better quality provided:

1. The product is sold at the Agreement price;
2. The CITY is contacted in writing in advance of the substitution;
3. The City retains the right to determine "equal or better quality"; and
4. The CITY gives written approval of substitution.

If the CONTRACTOR is unable to fulfill all obligations in accordance with these terms and conditions, the City may acquire the product in the open marketplace with any cost increase being the responsibility of the CONTRACTOR.

H. INDEPENDENT CONTRACTOR. CONTRACTOR must perform the services under this Agreement as an independent contractor and not as an employee, or, unless otherwise specifically stated herein, as an agent of the CITY.

I. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

J. JURISDICTION AND VENUE. This Agreement shall be governed in accordance with the laws of the State of Florida, and the parties hereto agree that venue will be Charlotte County, Florida.

K. ATTORNEY'S FEES. In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses.

L. CITY and CONTRACTOR each binds himself/herself, his/her partners, successors, assigns and legal representatives to the other party hereto, his/her partners successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in this Agreement. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

M. The CITY and the CONTRACTOR agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the previous terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed in full concurrence by the parties thereto.

IN WITNESS WHEREOF, the undersigned signatories declare they are authorized to enter into this Agreement and sign on behalf of their respective party. All portions of this Agreement have been acknowledged by CONTRACTOR and CITY. The parties hereto have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR.

CONTRACTOR – GRANTWORKS, INC.

_____
Witness

By: _____

Print Name: _____

Date: _____

Address for giving Notices:
201 S. Monroe Street
Tallahassee, FL 32301

CITY OF PUNTA GORDA

_____
Witness

By: _____

Print Name: _____

Date: _____

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

CONTRACT – EXHIBIT A
AGREEMENT #R2025103/SVC-FEMAGRANTMGT/2425/2

Anne Heinen, CONTRACT ADMINISTRATOR – aheinen@CityofPuntaGordaFL.com, fax 941-575-3340, or 326 W. Marion Avenue, Punta Gorda, FL 33950 SHALL be copied on all correspondence relating to this contract.

AWARDED VENDOR: GrantWorks, Inc.

PRIMARY ORDERING CONTACT INFORMATION: Rick Faircloth
EMAIL: rick.faircloth@grantworks.net
TELEPHONE: 949-705-8542
MAILING ADDRESS: 201 S. Monroe Street, Tallahassee, FL 32301

PRIMARY CONTRACT CONTACT INFORMATION: Same as above

PAYMENT TERMS: Net 30
ACCEPT CREDIT CARDS: ☐ Yes ☒ No
CREDIT CARD PROCESS: EFT

Position Title	All-inclusive Hourly Rate (Original)	All-inclusive Hourly Rate (BAFO)
Principal In Charge	$0.00	$0.00
Program Manager	$195.00	$190.00
Subject Matter Expert	$185.00	$180.00
Project Manager	$167.00	$165.00
Sr. FDEM Compliance and Audit Specialist	$205.00	$205.00
Compliance and Audit Specialist	$175.00	$175.00
Sr. Grant Specialist	$162.00	$159.00
Grant Specialist	$147.00	$145.00
Sr. Planner	$145.00	$139.00
Planner/Benefit Cost Analysis Specialist	$120.00	$120.00
Application Specialist	$105.00	$105.00
Data and Reporting Specialist	$147.00	$140.00

Procurement Specialist	$150.00	$145.00
GIS/HAZUS Specialist	$105.00	$105.00
Senior Coastal Engineer	$286.00	$286.00
Coastal Engineer IV	$215.00	$215.00
Consultant/Engineer III	$245.00	$245.00
Coastal Engineer III	$195.00	$195.00

Arbitration & Appeals - As Needed Support

Primary Team Members	Position	All-inclusive Hourly Rate (Original)	All-inclusive Hourly Rate (BAFO)
Michelle Zaltsberg	Shareholder	$675.00	$675.00
Charles Schexnaildre	Of Counsel	$675.00	$675.00
Chris Bomhoff	Associate	$590.00	$590.00
Danielle Aymond	Of Counsel	$675.00	$675.00
Erin Greten	Of Counsel	$800.00	$800.00
Ernie Abbott	Of Counsel	$940.00	$940.00
Jaron Herd	Disaster Policy Specialist	$365.00	$365.00
Jordan Corbitt	Shareholder	$600.00	$600.00
Melody Williams	Disaster Recovery Coordinator	$295.00	$295.00
Rebecca Reynolds	Associate	$560.00	$560.00
Wendy Huff Ellard	Shareholder	$700.00	$700.00
Yann Kaufman	Associate	$520.00	$520.00
Amanda Spain	Of Counsel	$780.00	$780.00

Hourly rate are inclusive of all travel related expenses, meal allowances, hotel rooms and any other relevant out of pocket expenses. The City does not provide reimbursable expenses.

Punta Gorda
FLORIDA

INTEROFFICE MEMORANDUM

To: Kristin Simeone and Melissa Reichert
From: Anne Heinen
Date: October 23, 2026
Subject: R2025103/SVC–FEMAGRANTMGT/2425/2 - AWARD RECOMMENDATION

Project Description: Seeking a qualified and experienced firm to provide comprehensive grant management and professional services for FEMA funding.

Total Vendors noticed: 1312 Vendors accessed solicitation: 23 Total Responses: 10
Responses Disqualified/Rejected: 3 (Refer to evaluation)
ESC Committee Members: Kristin Simeone, Teresa Carlaw, Courtney Buckles, Bryan Clemons, and Thomas Macy

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

Selected Vendor: Grantworks, Inc.
Award Amount: Hourly Rates will be utilize to negotiate each task order.
City Manager approval up to $75,000, to be submitted to City Council on November 18, 2026
Funding: Funds are budgeted on an annual basis by each fund
☐ Funds available ☑ Funds not available/transfer required ☐ Funds not available/to be appropriated
Recommendation Approval: Funds to pay from FEMA Grant Mgmt.

Kristin Simeone	Date 10/26/26	NAME	Date

Authority to award services:

☐ Procurement Manager ☑ City Manager ☒ City Council – Meeting Date: 11-18-2026

AWARD AUTHORIZATION

Recommendation Approval:
Anne Heinen — 10/26/2026 — X ☐ Concur ☐ Nonconcurrence
Anne Heinen, Procurement Mgr — Date

Funds Verification:
Kristin Simeone — 10/26/26 — ☑ Concur ☐ Nonconcurrence
Kristin Simeone, Finance Director — Date

Approval up to $75,000 and to submit to Council
Melissa Reichert — Oct. 26, 2026 — X ☐ Concur ☐ Nonconcurrence
Melissa Reichert, City Manager — Date

CITY OF PUNTA GORDA

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

EVALUATION & SELECTION COMMITTEE
MEETING MINUTES
SOLICITATION #R2025103/SVC-FEMAGRANTMGT/2425/2
September 25, 2026

MEMBERS PRESENT: Kristin Simeone (KS), Teresa Carlaw (TC), Courtney Buckles (CB), Bryan Clemons (BC), and Thomas Macy (TM)

OTHERS PRESENT: Anne Heinen, Procurement

Meeting began at 2:35 p.m.

Roll Call

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

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

No Public Comment

AH asked the committee members if they have been contacted by an Offeror regarding this solicitation. All members responded they have not.

KS nominated CB to chair the committee, TM second,: CB accepted, all are in favor.

AH reviewed Procurement's pre-qualification efforts and reported that procurement received 10 submittal packages. Seven have moved forward for committee evaluation. Three were deemed non-responsive.

AH reviewed the evaluation process.

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

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

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CITY OF PUNTA GORDA

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

	Ksimeone		Tcarlaw		Bclemons		Cbuckles		Tmacy	
	RAW	ORDINAL	RAW	ORDINAL	RAW	ORDINAL	RAW	ORDINAL	RAW	ORDINAL
APTIM	458.5	5	400.0	3	427.3	3	368.8	2	365.0	5
CSA	460.5	3	445.0	1	435.0	2	360.0	5	410.0	3
FRAME GROUP	462.0	2	400.0	3	421.3	4	366.3	3	325.0	6
GRANTWORKS	469.5	1	445.0	1	461.5	1	403.8	1	410.0	3
INDELIBLE	459.5	4	355.0	5	415.3	5	362.5	4	270.0	7
THOMAS HOWELL	453.5	7	330.0	6	399.8	7	358.8	6	425.0	2
WITT OBRIEN	457.5	6	320.0	7	415.0	6	340.0	7	500.0	1

ORDINAL SCORE	
APTIM	18
CSA	14
FRAME GROUP	18
GRANTWORKS	7
INDELIBLE	25
THOMAS HOWELL	28
WITT OBRIEN	27

SHORT LIST RANKING	SHORT LIST ORDER
3	1 Grantworks
2	2 CSA
3	3 APTIM
1	4 Frame Group
5	5 Indelible
7	6 Witt Obrien
6	7 Thomas Howell

ESC Members	APTIM	Frame Group
KSimeone	4	3
TCarlaw	3	4
CBuckles	3	4
BClemons	3	4
TMacy	3	4
TOTALS	16	19

A tiebreaker was conducted for Shortlist position 3 and 4.

KS motioned to accept the short list as presented based on the tie breaker, BC second, all are in favor.

AH asked the committee if they would like to conduct interviews or presentations with the short-listed Offerors. All members indicated that interviews or presentations would not be conducted.

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

TM nominated KS to negotiate with Procurement, TC seconded, KS accepted, all are in favor.

TC motioned to disband the committee with the right to reconvene if necessary at a later date and adjourn the meeting at 3:22 pm, KS seconded, all are in favor.

FIRM:	APTIM										
	Weight	Ksimeone		Tcarlaw		Bclemons		Cbuckles		Tmacy	
EVAL CRITERIA											
Bidder Qualification & Experience	20	4.7	94	4	80	3.75	75	3.5	70	4	80
Tean Organization & Management	20	4.8	96	4	80	4.5	90	4	80	4	80
Project Approach	25	4.9	122.5	5	125	4	100	3.75	93.75	4	100
References	10	4.6	46	4	40	4.35	43.5	3.75	37.5	3	30
Cost Proposal	25	4	100	3	75	4.75	118.75	3.5	87.5	3	75
TOTAL RAW SCORES			458.5		400.0		427.3		368.8		365.0

FIRM:	CSA										
	Weight	Ksimeone		Tcarlaw		Bclemons		Cbuckles		Tmacy	
EVAL CRITERIA											
Bidder Qualification & Experience	20	4.7	94	4	80	4.75	95	3.75	75	4	80
Tean Organization & Management	20	4.8	96	5	100	4.75	95	4	80	4	80
Project Approach	25	4.9	122.5	5	125	4.75	118.75	3.5	87.5	4	100
References	10	4.8	48	4	40	4.5	45	4.25	42.5	5	50
Cost Proposal	25	4	100	4	100	3.25	81.25	3	75	4	100
TOTAL RAW SCORES			460.5		445.0		435.0		360.0		410.0

FIRM:	FRAME GROUP										
	Weight	Ksimeone		Tcarlaw		Bclemons		Cbuckles		Tmacy	
EVAL CRITERIA											
Bidder Qualification & Experience	20	4.8	96	4	80	4.75	95	3.75	75	3	60
Tean Organization & Management	20	4.9	98	4	80	3.75	75	4	80	3	60
Project Approach	25	4.9	122.5	4	100	3.75	93.75	3.5	87.5	4	100
References	10	4.8	48	4	40	4.5	45	4.25	42.5	3	30
Cost Proposal	25	3.9	97.5	4	100	4.5	112.5	3.25	81.25	3	75
TOTAL RAW SCORES			462.0		400.0		421.3		366.3		325.0

FIRM:	GRANTWORKS										
	Weight	Ksimeone		Tcarlaw		Bclemons		Cbuckles		Tmacy	
EVAL CRITERIA											
Bidder Qualification & Experience	20	5	100	4	80	4.75	95	4.25	85	4	80
Tean Organization & Management	20	4.9	98	5	100	4.75	95	4	80	4	80
Project Approach	25	5	125	5	125	4.5	112.5	4	100	4	100
References	10	4.9	49	4	40	4.65	46.5	4.5	45	5	50
Cost Proposal	25	3.9	97.5	4	100	4.5	112.5	3.75	93.75	4	100
TOTAL RAW SCORES			469.5		445.0		461.5		403.8		410.0

FIRM:	INDELIBLE										
	Weight	Ksimeone		Tcarlaw		Bclemons		Cbuckles		Tmacy	
EVAL CRITERIA											
Bidder Qualification & Experience	20	4.7	94	3	60	4	80	4.25	85	3	60
Tean Organization & Management	20	4.8	96	4	80	3.5	70	4	80	2	40
Project Approach	25	4.9	122.5	4	100	4.5	112.5	3.5	87.5	3	75
References	10	4.7	47	4	40	4.65	46.5	3.5	35	2	20
Cost Proposal	25	4	100	3	75	4.25	106.25	3	75	3	75

TOTAL RAW SCORES			**459.5**		**355.0**		**415.3**		**362.5**		**270.0**

FIRM:	***THOMAS HOWELL***										
	Weight	**Ksimeone**		**Tcarlaw**		**Bclemons**		**Cbuckles**		**Tmacy**	
EVAL CRITERIA											
Bidder Qualification & Experience	20	4.7	94	4	80	4	80	4	80	4	80
Tean Organization & Management	20	4.7	94	3	60	3.5	70	4	80	4	80
Project Approach	25	4.8	120	3	75	4.5	112.5	3.75	93.75	5	125
References	10	4.8	48	4	40	4.35	43.5	3	30	4	40
Cost Proposal	25	3.9	97.5	3	75	3.75	93.75	3	75	4	100
TOTAL RAW SCORES			**453.5**		**330.0**		**399.8**		**358.8**		**425.0**

FIRM:	***WITT OBRIEN***										
	Weight	**Ksimeone**		**Tcarlaw**		**Bclemons**		**Cbuckles**		**Tmacy**	
EVAL CRITERIA											
Bidder Qualification & Experience	20	4.8	96	4	80	3.5	70	4	80	5	100
Tean Organization & Management	20	4.8	96	3	60	4	80	4	80	5	100
Project Approach	25	4.9	122.5	4	100	4.25	106.25	3	75	5	125
References	10	4.8	48	3	30	4	40	3	30	5	50
Cost Proposal	25	3.8	95	2	50	4.75	118.75	3	75	5	125
TOTAL RAW SCORES			**457.5**		**320.0**		**415.0**		**340.0**		**500.0**

	Ksimeone		**Tcarlaw**		**Bclemons**		**Cbuckles**		**Tmacy**	
	RAW	**ORDINAL**	**RAW**	**ORDINAL**	**RAW**	**ORDINAL**	**RAW**	**ORDINAL**	**RAW**	**ORDINAL**
APTIM	458.5	5	400.0	3	427.3	3	368.8	2	365.0	5
CSA	460.5	3	445.0	1	435.0	2	360.0	5	410.0	3
FRAME GROUP	462.0	2	400.0	3	421.3	4	366.3	3	325.0	6
GRANTWORKS	469.5	1	445.0	1	461.5	1	403.8	1	410.0	3
INDELIBLE	459.5	4	355.0	5	415.3	5	362.5	4	270.0	7
THOMAS HOWELL	453.5	7	330.0	6	399.8	7	358.8	6	425.0	2
WITT OBRIEN	457.5	6	320.0	7	415.0	6	340.0	7	500.0	1

ORDINAL SCORE	
APTIM	18
CSA	14
FRAME GROUP	18
GRANTWORKS	7
INDELIBLE	25
THOMAS HOWELL	28
WITT OBRIEN	27

SHORT LIST RANKING	**SHORT LIST ORDER**
3	1 Grantworks
2	2 CSA
3	3 APTIM
1	4 Frame Group
5	5 Indelible
7	6 Witt Obrien
6	7 Thomas Howell

ESC Members	APTIM	Frame Group
KSimeone	4	3
TCarlaw	3	4
CBuckles	3	4
BClemons	3	4
TMacy	3	4
TOTALS	16	19

		AMI		APTIM	CSA	FRAME GROUP	GRANT WORKS
ITEM #	**DESCRIPTION**	**Office Rate**	**Field Rate**	**Hourly Rate**	**Hourly Rate**	**Hourly Rate**	**Hourly Rate**
1	Principal Engineer	$320	$320	$215.00			
2	Engineer III	$190 - $270	$280 - $360				
3	Engineer III	$150 - $190	$240 - $280				$245.00
4	Engineer I	$110 - $150	$200 - $240				
	Coastal Engineer III	$200 - $260	$290 - $350				$215(IV)
	Coastal Engineer II	$160 - $200	$250 - $290				$195.00
	Coastal Engineer I	$140 - $160	$230 - $250				
	Marine Coatings/Corrosion Specialist	$160	$250				
	Staff Professional III	$120 - $150	$210 - $240				
	Staff Professional II	$100 - $120	$190 - $210				
	Staff Professional I	$80 - $100	$170 - $190				
	Technician III	$130 - $160	$220 - $250				
	Technician II	$105 - $130	$195 - $220				
	Technician I	$70 - $105	$160 - $195				
	Land Surveyor	$175	$265				
	Marine Surveyor	$160	$250				
	Three-Man Dive Team	$650	$740				
	ROV Pilot	$170	$260				
	Principal in Charge				$225.00		$0.00
	Executive Advisor			$221.00	$190.00		
	Program Manager			$137.00	$180.00	$185.00	$195.00
	Deputy Program Manager			$186.00			
	Grants & Finance Lead			$164.00			$162.00
	Compliance & Closeout			$137.00			
	Hazard Mitigation			$188.00			
	Funding Assistance Specialist			$183.00			
	Inspector				$135.00		
	Specialist				$170.00		
	Manager/Estimator				$155.00		
	Analyst				$145.00		
	Sr. Subject Matter Expert					$250.00	
	Subject Matter Expert					$225.00	$185.00
	Recovery Consultant III					$175.00	
	Recovery Consultant II					$150.00	
	Recovery consultant I					$60.00	
	Sr. FDEM compliance & Audit						$205.00
	Compliance & audit						$175.00
	Grant specialist						$147.00
	Sr. Planner						$145.00
	Planner/ Benefit Cost Analysis Specialist						$120.00
	Application Specialist						$105.00
	Data & Reporting Specialist						$147.00
	Procurement Specialist						$150.00
	GIS/HAZUS Specialist						$105.00
	Admin Support						

	ARBITRATION & APPEALS						
	Shareholder						$675.00
	Of Counsel						$675.00
	Associate						$590.00
	Of Counsel						$675.00
	Of Counsel						$800.00
	Of Counsel						$940.00
	Disaster Policy Specialist						$365.00
	Shareholder						$600.00
	Disaster Recovery Coordinator						$295.00
	Associate						$560.00
	Shareholder						$700.00
	Associate						$520.00
	Of Counsel						$780.00

INDELIBLE	THOMAS HOWELL	WITT OBRIEN	
Hourly Rate	Hourly Rate	Remote	Onsite
		175.00	$205.00
$225.00	$275.00	250.00	$280.00
$200.00		175.00	$205.00
		175.00	$205.00
$105.00	$125.00		
$185.00	$185.00	150.00	$180.00
$155.00	$165.00	125.00	$155.00
$125.00	$145.00	110.00	$140.00
		150.00	$180.00
$90.00	$95.00		

CONTRACTOR **APTIM**

Back to Evaluation

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

REFERENCE NAME	Charlie Hunsicker, Manatee County-	Kim Canarecci, Vermont Emergency	Kelly Lewis, Beauregard Electric Cooperative	Carla Richard, Louisiana Governor's Office of	
Reference Question:					
Level of commitment of the consultant to your project.			4.5	5	
Success in project development and document submission for reimbursement			5	5	
Success in fully obligating projects			4	NA	
Success of appeals, if any			4	NA	
Timeliness of filing reports			5	4	
Knowledge of procedures/processes required by local/state/federal agencies			5	4	
Success with Hazard Mitigation approvals on PW projects			NA	NA	
Rate the confidence you had in the consultant throughout the project			5	5	
TOTAL POINTS	**0**	**0**	**32.5**	**23**	**0**
AVERAGE RATING	**4.625**				
Reimbursement Hazard mit			yes	NO SHELTER program	
Award Contract Again?			yes	YES	
			ongoing	2022-2026	
COMMENTS:			see survey for comments	SEE SURVEY FOR COMMENTS	

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

CONTRACTOR **CSA**

Back to Evaluation

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

REFERENCE NAME	Gordon Burger, Charlotte County	Catalan, St. John's University, NY-	John J Doyle, Light Health-	Fazal Syed, City of Houston, TX-	
Reference Question:					
Level of commitment of the consultant to your project.	5		5	5	
Success in project development and document submission for reimbursement	4		5	5	
Success in fully obligating projects	4		5	4	
Success of appeals, if any	4		na	na	
Timeliness of filing reports	5		5	5	
Knowledge of procedures/processes required by local/state/federal agencies	5		5	5	
Success with Hazard Mitigation approvals on PW projects	4		na	4	
Rate the confidence you had in the consultant throughout the project	5		5	5	
TOTAL POINTS	**36**	**0**	**30**	**33**	**0**
AVERAGE RATING	**4.7142857**				
Reimbursement Hazard mit	yes			yes - as a subcon	
Award Contract Again?	yes			na	
	2023 started		2020-2023		
COMMENTS:	see survey for comments		see survey for comments	see survey for comments	

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

CONTRACTOR **FRAME GROUP**

Back to Evaluation

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

REFERENCE NAME	Nallely Procopio, City of Pasadena	Jason Nishiyama, City of Torrance	Warren Wilson, School District of Lee County,	Trey Jayne, Charlotte County,	
Reference Question:					
Level of commitment of the consultant to your project.	5	5	5		
Success in project development and document submission for reimbursement	5	5	5		
Success in fully obligating projects	4	5	4		
Success of appeals, if any	5	3	5		
Timeliness of filing reports	5	5	5		
Knowledge of procedures/processes required by local/state/federal agencies	5	5	5		
Success with Hazard Mitigation approvals on PW projects	na	NA	4		
Rate the confidence you had in the consultant throughout the project	5	5	5		
TOTAL POINTS	**34**	**33**	**38**	**0**	**0**
AVERAGE RATING	**4.772727273**				
Reimbursement Hazard	yes	YES	yes		
Award Contract Again?	yes	YES	yes		
Contract term	2025 ongoing	2 yrs	2022-2026		
COMMENTS:	See survey for comments	see survey for comments			

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

CONTRACTOR **GRANTWORKS**

Back to Evaluation

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

REFERENCE NAME	Linda Senne, City of Venice,	Bridgette Vaissiere, City of Edgewater,	Carolyn Bilski, City of Sealy, TX-	Kevin C. Easton, Englewood Fire Department	
Reference Question:					
Level of commitment of the consultant to your project.	5	5		5	
Success in project development and document submission for reimbursement	5	5		5	
Success in fully obligating projects	5	5		5	
Success of appeals, if any	5	NA		na	
Timeliness of filing reports	5	5		5	
Knowledge of procedures/processes required by local/state/federal agencies	5	5		5	
Success with Hazard Mitigation approvals on PW projects	5	4		5	
Rate the confidence you had in the consultant throughout the project	5	5		5	
TOTAL POINTS	**40**	**34**	**0**	**35**	**0**
AVERAGE RATING	**4.954545455**				
Reimbursement Hazard	yes	YES		yes	
Award Contract Again?	yes	YES		yes	
	2024 -2027	2024-2029		2026 complete	
COMMENTS:	See survey for comments	See survey for comments			

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

CONTRACTOR **INDELIBLE**

Back to Evaluation

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

REFERENCE NAME	Kevin Guthrie FL Div of Emerg Man	Sandra Tapfumaneyi, Sarasota	Tisha Womack Florida Commerce	Ralph Smith Gichrist County FL	
Reference Question:					
Level of commitment of the consultant to your project.		5	4		
Success in project development and document submission for reimbursement		5	5		
Success in fully obligating projects		na	4		
Success of appeals, if any		na	4		
Timeliness of filing reports		5	4		
Knowledge of procedures/processes required by local/state/federal agencies		na	4		
Success with Hazard Mitigation approvals on PW projects		na	5		
Rate the confidence you had in the consultant throughout the project		5	4		
TOTAL POINTS	**0**	**20**	**34**	**0**	**0**
AVERAGE RATING	**4.5**				
Reimbursement Hazard mit			yes		
Award Contract Again?			yes		
			2025-2026		
COMMENTS:					

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

CONTRACTOR **THOMAS HOWELL**

Back to Evaluation

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

REFERENCE NAME	Erin Thomas, Hernando County	John Blanchard, Baker County Board of Comm	Jennifer Manning, Glades Electric Coop	Debbie Davis, Peace River Electric Cooperative-	
Reference Question:					
Level of commitment of the consultant to your project.		5	5	3	
Success in project development and document submission for reimbursement		5	5	3	
Success in fully obligating projects		5	5	5	
Success of appeals, if any		NA	NA	NA	
Timeliness of filing reports		5	5	3	
Knowledge of procedures/processes required by local/state/federal agencies		5	5	5	
Success with Hazard Mitigation approvals on PW projects		5	NA	NA	
Rate the confidence you had in the consultant throughout the project		5	5	4	
TOTAL POINTS	**0**	**35**	**30**	**23**	**0**
AVERAGE RATING	**4.631578947**				
Reimbursement Hazard mit		YES	YES	YES	
Award Contract Again?		YES	YES	YES	
		ONGOING		3 YEARS	
COMMENTS:			See Survey for Comments	See Survey for comments	

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

CONTRACTOR **WITT OBRIEN**

Back to Evaluation

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

REFERENCE NAME	Ken Farrell, City of Tampa, FL-	Brenda Westlake, City of Venice, FL	Danielle Welch, Taylor County, FL-	Jason Taylor, City of Newberry, SC	
Reference Question:					
Level of commitment of the consultant to your project.	5				
Success in project development and document submission for reimbursement	5				
Success in fully obligating projects	5				
Success of appeals, if any	5				
Timeliness of filing reports	5				
Knowledge of procedures/processes required by local/state/federal agencies	5				
Success with Hazard Mitigation approvals on PW projects	5				
Rate the confidence you had in the consultant throughout the project	5				
TOTAL POINTS	**40**	**0**	**0**	**0**	**0**
AVERAGE RATING	**5**				
Reimbursement Hazard mit	yes				
Award Contract Again?	yes				
	ongoing				
COMMENTS:	see survey for comments				

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

PRE-QUALIFICATION CHECKLIST
PERFORMED BY PROCUREMENT

Back to Evaluation **FIRM:** **APTIM**

PRE-QUALIFIED BY: Aheinen

Submittal Package	YES	NO	COMMENTS
Submittal Package	yes		
Bidders Response Form (Mat)	yes		
Proposed Price (Rej)	yes		
Intro letter (NMat)	yes		
City Forms (NMat)	yes		
Cert Resolution (Nmat)	yes		
Federal Forms (NMAT)	yes		
Bidders Qual and Expe (NMAT)	yes		
Team organization, management & gen Qual	yes		
Project Approach	yes		
Addenda 1 & 2 acknowledged (Rej)	yes		
Qualifications Statement (Not Mat)	yes		
Non-Collusion (Not Mat)	yes		
MINIMUM QUALIFICATIONS REQ	**YES**	**NO**	**COMMENTS**
Legal in state of Florida/Bus min 3 years	yes		2019
3 year Fema funding coordination 2021-2025	yes		

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PRE-QUALIFICATION CHECKLIST
PERFORMED BY PROCUREMENT

Back to Evaluation **FIRM:** **CSA**

PRE-QUALIFIED BY: Aheinen

Submittal Package	YES	NO	COMMENTS
Submittal Package	yes		
Bidders Response Form (Mat)	yes		
Proposed Price (Rej)	yes		
Intro letter (NMat)	yes		
City Forms (NMat)	yes		
Cert Resolution (Nmat)	yes		
Federal Forms (NMAT)	yes		
Bidders Qual and Expe (NMAT)	yes		
Team organization, management & gen Qual	yes		
Project Approach	yes		
Addenda 1 & 2 acknowledged (Rej)	yes		
Qualifications Statement (Not Mat)	yes		
Non-Collusion (Not Mat)	yes		
MINIMUM QUALIFICATIONS REQ	**YES**	**NO**	**COMMENTS**
Legal in state of Florida/Bus min 3 years	yes		2020
3 year Fema funding coordination 2021-2025	yes		

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PRE-QUALIFICATION CHECKLIST
PERFORMED BY PROCUREMENT

Back to Evaluation

FIRM: **FRAME GROUP**

PRE-QUALIFIED BY: Aheinen

Submittal Package	YES	NO	COMMENTS
Submittal Package	yes		
Bidders Response Form (Mat)	yes		
Proposed Price (Rej)	yes		
Intro letter (NMat)	yes		
City Forms (NMat)	yes		
Cert Resolution (Nmat)	yes		
Federal Forms (NMAT)	yes		
Bidders Qual and Expe (NMAT)	yes		
Team organization, management & gen Qual	yes		
Project Approach	yes		
Addenda 1 & 2 acknowledged (Rej)	yes		
Qualifications Statement (Not Mat)	yes		
Non-Collusion (Not Mat)	yes		
MINIMUM QUALIFICATIONS REQ	**YES**	**NO**	**COMMENTS**
Legal in state of Florida/Bus min 3 years	yes		2022022
3 year Fema funding coordination 2021-2025	yes		

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PRE-QUALIFICATION CHECKLIST
PERFORMED BY PROCUREMENT

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FIRM: **GRANT WORKS**

PRE-QUALIFIED BY: Aheinen

Submittal Package	YES	NO	COMMENTS
Submittal Package	yes		
Bidders Response Form (Mat)	yes		
Proposed Price (Rej)	yes		
Intro letter (NMat)	yes		
City Forms (NMat)	yes		
Cert Resolution (Nmat)	yes		
Federal Forms (NMAT)	yes		
Bidders Qual and Expe (NMAT)	yes		
Team organization, management & gen Qual	yes		
Project Approach	yes		
Addenda 1 & 2 acknowledged (Rej)	yes		
Qualifications Statement (Not Mat)	yes		
Non-Collusion (Not Mat)	yes		
MINIMUM QUALIFICATIONS REQ	**YES**	**NO**	**COMMENTS**
Legal in state of Florida/Bus min 3 years	yes		2021
3 year Fema funding coordination 2021-2025			2022 - 2025

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PRE-QUALIFICATION CHECKLIST
PERFORMED BY PROCUREMENT

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FIRM: **INDELIBLE**

PRE-QUALIFIED BY: Aheinen

Submittal Package	YES	NO	COMMENTS
Submittal Package	yes		
Bidders Response Form (Mat)	yes		
Proposed Price (Rej)	yes		
Intro letter (NMat)	yes		
City Forms (NMat)	yes		
Cert Resolution (Nmat)	yes		
Federal Forms (NMAT)	yes		
Bidders Qual and Expe (NMAT)	yes		
Team organization, management & gen Qual	yes		
Project Approach	yes		
Addenda 1 & 2 acknowledged (Rej)	yes		
Qualifications Statement (Not Mat)	yes		
Non-Collusion (Not Mat)	yes		
MINIMUM QUALIFICATIONS REQ	**YES**	**NO**	**COMMENTS**
Legal in state of Florida/Bus min 3 years	yes		2022
3 year Fema funding coordination 2021-2025	yes		

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PRE-QUALIFICATION CHECKLIST
PERFORMED BY PROCUREMENT

Back to Evaluation **FIRM:** **THOMAS HOWELL**

PRE-QUALIFIED BY: Aheinen

Submittal Package	YES	NO	COMMENTS
Submittal Package	yes		
Bidders Response Form (Mat)	yes		
Proposed Price (Rej)	yes		
Intro letter (NMat)	yes		
City Forms (NMat)	yes		
Cert Resolution (Nmat)	yes		
Federal Forms (NMAT)	yes		
Bidders Qual and Expe (NMAT)	yes		
Team organization, management & gen Qual	yes		
Project Approach	yes		
Addenda 1 & 2 acknowledged (Rej)	yes		
Qualifications Statement (Not Mat)	yes		
Non-Collusion (Not Mat)	yes		
MINIMUM QUALIFICATIONS REQ	**YES**	**NO**	**COMMENTS**
Legal in state of Florida/Bus min 3 years	yes		1993
3 year Fema funding coordination 2021-2025	yes		

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PRE-QUALIFICATION CHECKLIST
PERFORMED BY PROCUREMENT

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FIRM: **WITT OBRIEN**

PRE-QUALIFIED BY: Aheinen

Submittal Package	YES	NO	COMMENTS
Submittal Package	yes		
Bidders Response Form (Mat)	yes		
Proposed Price (Rej)	yes		
Intro letter (NMat)	yes		
City Forms (NMat)	yes		
Cert Resolution (Nmat)	yes		
Federal Forms (NMAT)	yes		
Bidders Qual and Expe (NMAT)	yes		
Team organization, management & gen Qual	yes		
Project Approach	yes		
Addenda 1 & 2 acknowledged (Rej)	yes		
Qualifications Statement (Not Mat)	yes		
Non-Collusion (Not Mat)	yes		
MINIMUM QUALIFICATIONS REQ	**YES**	**NO**	**COMMENTS**
Legal in state of Florida/Bus min 3 years	yes		2019
3 year Fema funding coordination 2021-2025	yes		

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Evaluator: COURTNEY BUCKLES

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

Evaluator Comments | Evaluation Ordinals | Rating Guidelines

AVG REFERENCE SCORE

Evaluator Input in Green Areas

[redacted]

		AMI		APTIM		CSA		FRAME GROUP	
		4.84		4.63		4.7142857		4.77	
		PreQual Link		PreQual Link		PreQual Link		PreQual Link	
		Reference Link		Reference Link		Reference Link		Reference Link	
		Rejected							
		Score	Total	Score	Total	Score	Total	Score	Total
Bidder Qualifications & Experience	20			3.5	70	3.75	75	3.75	75
Team Organization, Management & Qualifications	20			4	80	4	80	4	80
Project Approach	25			3.75	93.75	3.5	87.5	3.5	87.5
References	10			3.75	37.5	4.25	42.5	4.25	42.5
Proposed Prices	25			3.5	87.5	3	75	3.25	81.25
					368.75		360		366.25
TOTAL RAW SCORE				368.75		360		366.25	

EVALUATION COMMENTS: **COMMENTS ARE REQUIRED**

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AMI	Notes under fee schedule are contradictory.
APTIM	30% subcontractors identified. Deliverables are identified with measurable timelines and milestone intervals (e.g., 30-, 60-, and 90-day benchmarks). Experience with FEMA. Unknown success with Hazard Mitigation approvals on PW projects, if any. 2019 - current. Success with appeals noted.
CSA	Deliverables are identified. Experience with FEMA. 0% subcontractors are identified. 2020 - current. Success with appeals noted.
FRAME GROUP	30% subcontractors identified. Experience with FEMA. 2022 - current. Success with appeals noted. Deliverables are identified.

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

SUMMARY:	TOTAL RAW SCORE	ORDINAL SCORE 1=HIGHEST SCORE
AMI	0	4
APTIM	368.75	1
CSA	360	3
FRAME GROUP	366.25	2

SIGNATURE OF EVALUATOR:

COURTNEY BUCKLES

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Evaluator: Courtney Buckles

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

Evaluator Comments | Evaluation Ordinals | Rating Guidelines

AVG REFERENCE SCORE
Evaluator Input in Green Areas

[redacted]

		GRANT WORKS		INDELIBLE		THOMAS HOWELL		WITT OBRIEN	
		4.95		4.50		4.6315789		5.00	
		PreQual Link		PreQual Link		PreQual Link		PreQual Link	
		Reference Link		Reference Link		Reference Link		Reference Link	
		Score	Total	Score	Total	Score	Total	Score	Total
Bidder Qualifications & Experience	20	4.25	85	4.25	85	4	80	4	80
Team Organization, Management & Qualifications	20	4	80	4	80	4	80	4	80
Project Approach	25	4	100	3.5	87.5	3.75	93.75	3	75
References	10	4.5	45	3.5	35	3	30	3	30
Proposed Prices	25	3.75	93.75	3	75	3	75	3	75
			403.75		362.5		358.75		340
TOTAL RAW SCORE		403.75		362.5		358.75		340	

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

GRANT WORKS	20% subcontractors identified. FEMA experience. 2021 - current. Deliverables are identified. Success with appeals noted. Demonstrates extensive familiarity and experience with projects involving shorelines, docks, piers, seawalls, and similar infrastructure.
INDELIBLE	20% subcontractors identified. Success with appeals noted. FEMA experience. 2018 - current. Deliverables are identified. Demonstrates extensive familiarity and experience with projects involving shorelines, docks, piers, seawalls, and similar infrastructure.
THOMAS HOWELL	40% subcontractors identified. Deliverables are identified. Unknown success with appeals, if any. 1993- current.
WITT OBRIEN	One reference response. Deliverables are identified. Remote vs on-site pricing. FEMA experience. 2019- current.

Evaluation Rating Guidelines * Highest Score = 5 BACK TO TOP

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

SUMMARY:	TOTAL RAW SCORE	ORDINAL SCORE 1=HIGHEST SCORE
GRANT WORKS	403.75	1
INDELIBLE	362.5	2
THOMAS HOWELL	358.75	3
WITT OBRIEN	340	4

SIGNATURE OF EVALUATOR:

0

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Evaluator:	Tommy Macy

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

Evaluator Comments | Evaluation Ordinals | Rating Guidelines

AVG REFERENCE SCORE

Evaluator Input in Green Areas

[redacted]

		AMI		APTIM		CSA		FRAME GROUP	
		4.84		4.63		4.7142857		4.77	
		PreQual Link		PreQual Link		PreQual Link		PreQual Link	
		Reference Link		Reference Link		Reference Link		Reference Link	
		REJECTED							
		Score	Total	Score	Total	Score	Total	Score	Total
Bidder Qualifications & Experience	20			4	80	4	80	3	60
Team Organization, Management & Qualifications	20			4	80	4	80	3	60
Project Approach	25			4	100	4	100	4	100
References	10			3	30	5	50	3	30
Proposed Prices	25			3	75	4	100	3	75
TOTAL RAW SCORE		0		365		410		325	

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

AMI	Bidder is well qualified for grant writting for seawall inspsections and dock replacement. They have experience of getting the project established with SOW and supplying information to FEMA. Having the availabilty of divers and the equipment to inspect underwater will be a bonus for the city when seawalls and marinas are in conflict. AMI has a large variety of team organizaton, and managemen that deals with marine structual engineering, and waterfront infrastructure. Project approach seems to be more marine civil based and not focusing on all of the grant writting that PG is seeking. Out of the three references the knowledge of procedures was limited for one municipality. The proposed pricing has a seperate office rate and field rate and the rates seem high for an hourly wage.
1 APTIM	Bidder has great expeirence with grants with federal, state, and local. Thirty-five years and recovered $30B. They have they experience with Hurricanes and other disaters. The team organization skills are well diversed with four other partners to assist. The project approach is well thought out and willing to take on the pre-existing storms that are pending with fema.The two references that were submitted had exceeded satisfactory for most part of the survey. The proposed pricing per hour seems to be fair.
2 CSA	Bidder is well qualified with writing grants for disaster recovery for hurricanes. The team is Florida based and as close as Port Charlotte. The management has good qualifications to meet the requirements for grant writing and support documents to fema. The project approach is very strong and ready to navigate through the five open disasters and develope a strategy for fema reimbursements. The three references are strong with mostly exceptional comments. The proposed pricing is below average compared to the other bidders.
3 FRAME GROUP	Bidder is well qualified with taking on the tasks of writing grants in the results of a disaster. Most of the performance completed is for the school district, not for municipalities that have a wide spread of parks, seawalls, marinas, and facilities. The team has an office based in Punta Gorda. The management and organization is well diversed for natural disasters, but seams to really focus on buildings, roofs, and school districts. The project approach is strong for what PG is looking for in regards of completing the outgoing storm events with fema and fdem. The three references are mostly possitve, but lacked in obligating projects and appeals. The proposed pricing is average to the other bidders.

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

SUMMARY:	TOTAL RAW SCORE	ORDINAL SCORE 1=HIGHEST SCORE
AMI	0	4
APTIM	365	2
CSA	410	1
FRAME GROUP	325	3

SIGNATURE OF EVALUATOR:

Tommy Macy

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Evaluator:	Tommy Macy

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

Evaluator Comments | Evaluation Ordinals | Rating Guidelines

AVG REFERENCE SCORE

Evaluator Input in Green Areas

[redacted]

		GRANT WORKS		INDELIBLE		THOMAS HOWELL		WITT OBRIEN	
		4.95		4.50		4.6315789		5.00	
		PreQual Link		PreQual Link		PreQual Link		PreQual Link	
		Reference Link		Reference Link		Reference Link		Reference Link	
		Score	Total	Score	Total	Score	Total	Score	Total
Bidder Qualifications & Experience	20	4	80	3	60	4	80	5	100
Team Organization, Management & Qualifications	20	4	80	2	40	4	80	5	100
Project Approach	25	4	100	3	75	5	125	5	125
References	10	5	50	2	20	4	40	5	50
Proposed Prices	25	4	100	3	75	4	100	5	125
TOTAL RAW SCORE		410		270		425		500	

20

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

GRANT WORKS	The qualifications and experience are not soley with Grantworks. They sub out to three other teams to focus on the types of damage. All the contractors have great experience with the entire procedure. The entire team has great knowledge from grant writting and supporting documents to fema. They also have knowledge for coastline repairs Project approach is stong, and willing to take on all pre-existing tasks,all and future tasks. The two references are exceptional. The pricing is good, and the only contractor that has submitted arbitration prices.
INDELIBLE	The qualifications and experlience meet the minimum qualifications in disaster recovery but no mention of marinas and infrustructure. They are affiliated with another firm that supports them with grant writting for storm events.The needs that PG is looking for with grants is beyond the bidders expertise. They seem to more proactive after the storm event. The team organization and management does not meet the qualifications PG is seeking and seems to be lacking the expertise. The project approach identifies what PG is looking for with an approach of 30-60-90 days. The two references didn't show probability to succeed in accomplishing what PG is looking for.The pricing was in the middle aspect of all the bidders.
THOMAS HOWELL	The bidder is well qualified for storm recovery events and has great experience since 1993 with grant writing for recovery funds. The team is well organized with managing disaster recovery for fema and other federal programs. The team is also affiliated with Guidehouse that will work hand and hand with THF.The project approach is exceptional in regards of how the team will approach the initial tasks of existing grants and the upcoming disasters. Two out of the three references are good. The one reference mentioned once they changed personel
WITT OBRIEN	The bidder meets all expectations for what PG is looking for and has the probability of accomplishing all tasks. The team is well organized and has great depth of experience throughout the entire management. The project approach exceeds expectations and describes the process with clarity. The only reference that was submitted received all exceptional scoring in all catagories. The bidder supplied two price ranges that are below average for remote, and slightly higher for onsite.

4

5

6

7

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

SUMMARY:	TOTAL RAW SCORE	ORDINAL SCORE 1=HIGHEST SCORE
GRANT WORKS	410	3
INDELIBLE	270	4
THOMAS HOWELL	425	2
WITT OBRIEN	500	1

SIGNATURE OF EVALUATOR: Tommy Macy

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Evaluator:	KRISTIN SIMEONE

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

AVG REFERENCE SCORE

Evaluator Input in Green Areas

[redacted]

		Evaluator Comments		Evaluation Ordinals				Rating Guidelines	
		AMI		APTIM		CSA		FRAME GROUP	
		4.84		4.63		4.7142857		4.77	
		PreQual Link		PreQual Link		PreQual Link		PreQual Link	
		Reference Link		Reference Link		Reference Link		Reference Link	
		Rejected							
		Score	Total	Score	Total	Score	Total	Score	Total
Bidder Qualifications & Experience	20		0	4.7	94	4.7	94	4.8	96
Team Organization, Management & Qualifications	20		0	4.8	96	4.8	96	4.9	98
Project Approach	25		0	4.9	122.5	4.9	122.5	4.9	122.5
References	10		0	4.6	46	4.8	48	4.8	48
Proposed Prices	25		0	4	100	4	100	3.9	97.5
TOTAL RAW SCORE		0		458.5		460.5		462	

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

AMI	No subconsultants. Main office out of state, with a Florida branch in Pensacola.References good. Mostly 5s, with one that had a 4 & 3. Extensive experience in coastal & waterfront infrastructure. Some projects reference FEMA and others are other grant projects. Adequate Staff with knowledge. Also mentions working with various grants and insurance. Can help with Engineering for Marines/seawalls. Divers on staff. Can help with Benefit Cost Analysis. Assessments, permitting, engineering, oversight, etc. Great staff and examples for these types of projects. Include divers and engineering experts in this field. dedicated program manager; recognizes need of documentation, Has divers and marine engineers on staff. Will assist departments in gathering documents. Understands projects stall during appeals and closeout mainly due to lack of documentation.
APTIM	(3) Subconsultants (30%). In and out of state locations. Will maximize use of local staffing. Sub consultants have office in Florida. References good. 4&5s. One had some success on appeals. One was not a FEMA project. Relevant experience and background. They mention they assist with FEMA Cat G claims for damaged beaches and coastal structures. Adequate staff and backup staff to scale up/down as needs of City change. Subject Matter experts available. Mentions working with various funding and insurance companies. Various areas including procurement/contract management compliance, Engineering Lead with coastal resilience and hazard mitigation specialist. Engineering Lead with coastal resilience and hazard mitigation specialist. Didn't see any specific examples. But included in project approach. Project approach includes understanding needs and developing team and services through full process.
CSA	No subconsultants. local/Port Charlotte. References good (2) 4s & 5s, one with 5s for categories that applied. One they were the subcontractor. One showed some success with appeals. Qualifications of staff include CPA, CGMS, PMP, CCM, PE, CFM, CEM. Various subject matter experts used as needed during various phases of projects. Many areas and specialists. Most with 20+ years experience. Staffing can be adjusted as needed for surge demands or as projects are completed. Can Work with & manage all funding sources - Insurance, other federal or state grants, etc. Can provide disaster assessments, full designs, permitting and construction oversight. Supports procurement & contract strategy development. Can't tell how much seawall & Marina/piers experience. Bayshore Live Oak Park included some 80LF seawall & rip rap and fishing piers. Another park had a smaller segment of seawall 21 LF. One employee did mention strong background in structural and coastal engineering. They do mention seawalls, shoreline stabilization, and marine facilities in connection with Charlotte Co and Sarasota Co. Liked. Included all areas requested. Evaluate factors based on time sensitive, high value, complexity, requiring additional documentation/coordination. offers 2% net 10.
FRAME GROUP	1 subconsultant (10%). 8 Florida offices. They propose establishing an office in PG. References good. 3 references mostly 5s and 4s. One had a 3 and one had a 5 for success of appeals. Has worked with City's insurance carrier and other local gov'ts (Charlotte Co Schools, Lee County Schools). Procuremetn requirements knowledge. One employee is a former FEMA infrastructure Branch Director. Has a diver to perform underwater structural investigations and analysis. Can Scale up/down as needs of City change. Mentions working with multiple funding sources including insurance. Same as others, BCAs, GIS, arbitration, etc. Has a diver to perform underwater structural investigations and analysis. Didn't see a specific example. Specifically mentions coming in after well underway. Like the project approach and customization to City needs. They reviewed City projects in OpenFEMA to obtain understanding of City projects. Drafting operating procedures and other guidance documents.

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

SUMMARY:	TOTAL RAW SCORE	ORDINAL SCORE 1=HIGHEST SCORE
AMI	0	4
APTIM	458.5	3
CSA	460.5	2
FRAME GROUP	462	1

SIGNATURE OF EVALUATOR: KRISTIN SIMEONE

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Evaluator:	Kristin Simeone

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

AVG REFERENCE SCORE

Evaluator Input in Green Areas

[redacted]

Evaluator Comments | Evaluation Ordinals | Rating Guidelines

		GRANT WORKS		INDELIBLE		THOMAS HOWELL		WITT OBRIEN	
		4.95		4.50		4.6315789		5.00	
		PreQual Link		PreQual Link		PreQual Link		PreQual Link	
		Reference Link		Reference Link		Reference Link		Reference Link	
		Score	Total	Score	Total	Score	Total	Score	Total
Bidder Qualifications & Experience	20	5	100	4.7	94	4.7	94	4.8	96
Team Organization, Management & Qualifications	20	4.9	98	4.8	96	4.7	94	4.8	96
Project Approach	25	5	125	4.9	122.5	4.8	120	4.9	122.5
References	10	4.9	49	4.7	47	4.8	48	4.8	48
Proposed Prices	25	3.9	97.5	4	100	3.9	97.5	3.8	95
TOTAL RAW SCORE		469.5		459.5		453.5		457.5	

20

EVALUATION COMMENTS: **COMMENTS ARE REQUIRED**

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GRANT WORKS	3 subconsultants (20%). maintains staff and local offices throughout FL. Field location in Sarasota. Reference Good. Almost all 5s and success of appeals. Sr and Coastal Engineers. Worked with a lot of Southwest communities in our area (Venice, Bonita, St Pete, Cape Coral, and Charolotte & Sarasota Cos.). Team includes a former FDEM Compliance Bureau Chief and others that have worked for FEMA. CEcD, AICP Certified Planner, CCM, CPA, PMP, CEM, CPM, PHM, CFM, etc. Subconsultant for appeals has alot of experience with FEMA arbitrations. Scalable staffing as needed. Has experience with multple funding sources. The subconsultant for appeals and abritrations seems to have a lot of experience and provided sample projects. All levels and additional grant writing for additional prorgrams to supplement. Subconsultant for Coastal and Marine Infrastructure Support including seawalls and marinas, but sample projects Seadrift TX. Project approach is similar to others and follow the FEMA map. Will develop understaning of City needs and priortize tasks. Review policies, develop contracts, etc. Includes staffing strategy and scalability. Include FROC implementation. Includes specialty coastal & Marine infrastructure.
INDELIBLE	1 subconsultant (20%). Located in Florida, but could not tell where closest office location is. References good. 4s & 5s. one was for sheltering and the other with more 4s was for similar scope. Some success with appeals. Employees have qualifications. Have background validating projects through FDEM. Local examples were Lee and Sarasota Co and Naples. Could not determine arbitration experience. Could not tell who would be the subject matter expert for seawalls and marinas. scalabe staffing. Has experience with multiple funding sources. Includes procurement assistance and contract compliance. Mention that they have been involved in some of this infrastructure but no examples provided beyond reviews of through FDEM of these type of projects. Liked project approach to target current projects that have barriers. Approach for new events is in-line with expectations. offers volume based discounts.
THOMAS HOWELL	1 subconsultant (40%). Main office Tallahassee, closest office Tampa. References good. 3 references. Two with 5s, one with 3-5 but mentioned change in employee that has improved performance. None had appeals. Qualifications good. CPA,CISA, CITP, CRMA, CGMA, CIC, CFE, CFF, PMP, CCN, CCM, etc. 30 years exp. A public accounting firm that offers full accounting services and audits. Sample projects included hurricane recovery support. Missing subject matter experts in engineering/seawalls/marinas. scalable staffing. Has experience with other funding sources. BCAs, hazard mitigation applications. Did not provide any examples and only mentioned once under project approach that they would provide support for these projects and have a proven success with similar projects. Project approach is sound, but did not seem to include the engineering expertise that the City is looking for.
WITT OBRIEN	No subconsultants. Could not determine office locations in Florida. 1 refernce responded. All 5s including appeals. Qualifications good. One was a former CRC cost estimator. BCA experience. Mentions 40 waterfront & marine projects but no examples provided. Local engagements Venice and Tampa. scalable staffing. Has experience with multiple funding sources including insurance claims. Includes procurment, cost narratives, perform cost/price analysis. Help with FROC. Mentions 40 waterfront & marina projects but no seawall or marina projects specifically identified. Project approach to review status of current projects first. Review of policies and procedures. Assist in procurement process. remote & on-site pricing.

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

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SUMMARY:	TOTAL RAW SCORE	ORDINAL SCORE 1=HIGHEST SCORE
GRANT WORKS	469.5	1
INDELIBLE	459.5	2
THOMAS HOWELL	453.5	4
WITT OBRIEN	457.5	3

SIGNATURE OF EVALUATOR:

Kristin Simeone

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Evaluator:	Bryan Clemons

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

Evaluator Comments | Evaluation Ordinals | Rating Guidelines

AVG REFERENCE SCORE

Evaluator Input in Green Areas

[redacted]

		AMI		APTIM		CSA		FRAME GROUP	
		4.84		4.63		4.7142857		4.77	
		PreQual Link		PreQual Link		PreQual Link		PreQual Link	
		Reference Link		Reference Link		Reference Link		Reference Link	
		REJECTED							
		Score	Total	Score	Total	Score	Total	Score	Total
Bidder Qualifications & Experience	20			3.75	75	4.75	95	4.75	95
Team Organization, Management & Qualifications	20			4.5	90	4.75	95	3.75	75
Project Approach	25			4	100	4.75	118.75	3.75	93.75
References	10			4.35	43.5	4.5	45	4.5	45
Proposed Prices	25			4.75	118.75	3.25	81.25	4.5	112.5
TOTAL RAW SCORE		0		427.25		435		421.25	

EVALUATION COMMENTS: **COMMENTS ARE REQUIRED**

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AMI	
APTIM	
CSA	
FRAME GROUP	

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Evaluation Rating Guidelines	* Highest Score = 5
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SUMMARY:	TOTAL RAW SCORE	ORDINAL SCORE 1=HIGHEST SCORE
AMI	0	4
APTIM	427.25	2
CSA	435	1
FRAME GROUP	421.25	3

SIGNATURE OF EVALUATOR:

Bryan Clemons

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Evaluator:	Bryan Clemons

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

Evaluator Comments | Evaluation Ordinals | Rating Guidelines

AVG REFERENCE SCORE

Evaluator Input in Green Areas

		GRANT WORKS		INDELIBLE		THOMAS HOWELL		WITT OBRIEN	
		4.95		4.50		4.6315789		5.00	
		PreQual Link		PreQual Link		PreQual Link		PreQual Link	
		Reference Link		Reference Link		Reference Link		Reference Link	
		Score	Total	Score	Total	Score	Total	Score	Total
Bidder Qualifications & Experience	20	4.75	95	4	80	4	80	3.5	70
Team Organization, Management & Qualifications	20	4.75	95	3.5	70	3.5	70	4	80
Project Approach	25	4.5	112.5	4.5	112.5	4.5	112.5	4.25	106.25
References	10	4.65	46.5	4.65	46.5	4.35	43.5	4	40
Proposed Prices	25	4.5	112.5	4.25	106.25	3.75	93.75	4.75	118.75
TOTAL RAW SCORE		461.5		415.25		399.75		415	

20

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

GRANT WORKS	
INDELIBLE	
THOMAS HOWELL	
WITT OBRIEN	

Evaluation Rating Guidelines	* Highest Score = 5 BACK TO TOP
5 – Exceptional	The submission exceeds expectations, excellent probability of success in achieving all objectives. Very innovative
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SUMMARY:	TOTAL RAW SCORE	ORDINAL SCORE 1=HIGHEST SCORE
GRANT WORKS	461.5	1
INDELIBLE	415.25	2
THOMAS HOWELL	399.75	4
WITT OBRIEN	415	3

SIGNATURE OF EVALUATOR: Bryan Clemons

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	Qualifications and Experience	Team Organization, Management & Qualifications	Project Approach	References	Proposed Prices
AMI	*Well experienced in the marine area * Appear to have limited FEMA experience * Projects were not typically disaster projects	* Well qualified engineering and environmental staff but experience with disasters seems limited. * Do not aplear to have experienced staff with disaster funding recovery.	* Covers the engineering/technical portion very well * Not as much detail on the grant management side	* 3 Reference provided * Good ratings * mostly 5's with one 4 and one 3 * One reference was related to coastal engineering.	* I like the two rate option but having two rates with quite variable ranges make it to difficult to understand what the city can expect to pay. * The rates upper limit are generally high when compared to others. * The rates are subject to overtime charges. * Minimal description of services performed by each position.
APTIM	* 35 years experience * Many similar projects listed * Limited detail on projects	* Well Qualified staff * Coastal Engineering experience * Almost the entire team have 10 years of experience * Large number of consultants available	* Mention other funding agencies but not in the context of those such as FEMA and FHWA coordination	* 2 Reference provided * Good ratings * Nothing less than 4	*Provided detailed information on position responsibilities. *Provided sample scenarios in Appendix 4 to help understand expected senior level and other staff involvement. *Rates overall were good.
CSA	*Well Qualified * Provided a lot of detail on projects	* Well Qualified staff * Coastal Engineering experience * Almost the entire team have 10 years with several having 20-30+ years	* A number of good tasks considered in the pre-disaster phase * Well detailed process for the initial establishment of projects * Aligns well with what the City has experienced on our current FEMA projects. * No mention of FHWA, NRCS coordination in the process.	* 3 Reference provided * Good ratings * Nothing less than 4	* Rates appear reasonable. * Task by position are not clearly defined but rather skill sets. * Appears there are no engineers included.
Frame Group	*Experienced * Provide detailed info on projects	* Well Qualified staff * Lot of building experienced staff * No specifics on marine staff experience * Almost the entire team have 10 years with several having 20-30+ years	* Took the time to research and apply an approach to existing projects. * No process for a new project	* 3 Reference provided * Good ratings * 4's and 5's with one 3	*Provide a good description of tasks for each position. * Rates are reasonable.
GrantWorks'	* Around since 1979 * Lots of experience * Coastal Infrastructure support * Lot of detailed info on projects	* Well Qualified extensive staff * Several coastal engineers * Almost the entire team have 10 years of experience	* Included training details * A number of good tasks considered in the pre-disaster phase * No mention of FHWA, NRCS etc. except in closeout * Provided timelines * Site Inspections not mentioned Phase II tasks but indicated in timeline	* 3 Reference provided * Good ratings * mostly 5's with one 4 and one 3 * One reference was related to coastal engineering.	*Provide a good description of tasks for each position. * Rates are reasonable. * Nice to have legal support but the rates are not clear since same position may list 4 different rates.
Indelible	* Involved in numerous projects * Provided good details on projects.	* Florida Based * No coastal engineers info * Very imited engineering team * No organizational chart	* Took the time to research and apply an approach to existing projects. * Provided a lot of information on the processes, documentation, timelines and expectations.	* 2 Reference provided * Good ratings * Nothing less than 4	* Rates are reasonable * No clear indication that engineers are included. * Provides good descriptions of tasks.
Thomas Howell	* Involved in numerous projects * Provided limited details on some of the projects to help understand what they had done.	* Staff listed appears qualified and experienced * No info on engineering support staff	* No mention of FHWA, NRCS or other agencies * Overall approach seems to be grant management and checks and balances for what is being compiled and submitted to FEMA/FDEM. Seems like support rather than assistance. *No mention of site visits, developing damages, scopes, hazard mitigation, costs, etc.	* 3 Reference provided * Good ratings * The three 3's were related to employee that is no longer with the company.	* No task listed for Analyst or Administrative Support. * Rates appear reasonable * No clear indication that engineers are included.
Witt Obrien's	* Worked on 200 marine projects. *Have done a lot of projects but not detailed info on projects provided.	* Experienced staff * No clear indication of coastal engineering experience on staff	* Acknowledged what the city has been dealing with and general discussion on how to move forward. * Can assemble technical staff such as cost estimators and engineers for DDD's. * Cost estimating using FEMA format and sources. * Included Specialty marine * Mentions coordination between FEMA and other agencies but no discussion about process with FHWA or NRCS.	* 1 Reference provided * All 5's	* Two rate system could offer some savings to the City. * Rates appear reasonable * Provides good description of Tasks

and Experience	Team Organization, Management & Qualifications	Project Approach	References	Proposed Prices
				* I like the two rate option but having two rates with quite variable ranges make it to difficult to understand what the city can expect to pay. * The rates upper limit are generally high when compared to others. * The rates are subject to overtime charges. * Minimal description of services performed by each position.
marine area FEMA experience ally disaster projects	* Well qualified engineering and environmental staff but experience with disasters seems limited. * Do not ap[ear to have experienced staff with disaster funding recovery.	* Covers the engineering/technical portion very well * Not as much detail on the grant management side	* 3 Reference provided * Good ratings * mostly 5's with one 4 and one 3 * One reference was related to coastal engineering.	
sted ts	* Well Qualified staff * Coastal Engineering experience * Almost the entire team have 10 years of experience * Large number of consultants available	* Mention other funding agencies but not in the context of those such as FEMA and FHWA coordination	* 2 Reference provided * Good ratings * Nothing less than 4	*Provided detailed information on position responsibilities. *Provided sample scenarios in Appendix 4 to help understand expected senior level and other staff involvement. *Rates overall were good.
on projects	* Well Qualified staff * Coastal Engineering experience * Almost the entire team have 10 years with several having 20-30+ years	* A number of good tasks considered in the pre-disaster phase * Well detailed process for the initial establishment of projects * Aligns well with what the City has experienced on our current FEMA projects. * No mention of FHWA, NRCS coordination in the process.	* 3 Reference provided * Good ratings * Nothing less than 4	* Rates appear reasonable. * Task by position are not clearly defined but rather skill sets. * Appears there are no engineers included.
projects	* Well Qualified staff * Lot of building experienced staff * No specifics on marine staff experience * Almost the entire team have 10 years with several having 20-30+ years	* Took the time to research and apply an approach to existing projects. * No process for a new project	* 3 Reference provided * Good ratings * 4's and 5's with one 3	*Provide a good description of tasks for each position. * Rates are reasonable.
upport rojects	* Well Qualified extensive staff * 5everal coastal engineers * Almost the entire team have 10 years of experience	* Included training details * A number of good tasks considered in the pre-disaster phase * No mention of FHWA, NRCS etc. except in closeout * Provided timelines * Site Inspections not mentioned Phase II tasks but indicated in timeline	* 3 Reference provided * Good ratings * mostly 5's with one 4 and one 3 * One reference was related to coastal engineering.	*Provide a good description of tasks for each position. * Rates are reasonable. * Nice to have legal support but the rates are not clear since same position may list 4 different rates.
ojects projects.	* Florida Based * No coastal engineers info * Very imited engineering team * No organizational chart	* Took the time to research and apply an approach to existing projects. * Provided a lot of information on the processes, documentation, timelines and expectations.	* 2 Reference provided * Good ratings * Nothing less than 4	* Rates are reasonable * No clear indication that engineers are included. * Provides good descriptions of tasks.
ojects on some of the projects to had done.	* Staff listed appears qualified and experienced * No info on engineering support staff	* No mention of FHWA, NRCS or other agencies * Overall approach seems to be grant management and checks and balances for what is being compiled and submitted to FEMA/FDEM. Seems like support rather than assistance. *No mention of site visits, developing damages, scopes, hazard mitigation, costs, etc.	* 3 Reference provided * Good ratings * The three 3's were related to employee that is no longer with the company.	* No task listed for Analyst or Administrative Support. * Rates appear reasonable * No clear indication that engineers are included.
rojects. ts but not detailed info on	* Experienced staff * No clear indication of coastal engineering experience on staff	* Acknowledged what the city has been dealing with and general discussion on how to move forward. * Can assemble technical staff such as cost estimators and engineers for DDD's. * Cost estimating using FEMA format and sources. * Included Specialty marine * Mentions coordination between FEMA and other agencies but no discussion about process with FHWA or NRCS.	* 1 Reference provided * All 5's	* Two rate system could offer some savings to the City. * Rates appear reasonable * Provides good description of Tasks

9-25-26

Bryan Clemons

Evaluator:	TERESA CARLAW

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

Evaluator Comments | Evaluation Ordinals | Rating Guidelines

AVG REFERENCE SCORE

Evaluator Input in Green Areas

[redacted]

		GRANT WORKS		INDELIBLE		THOMAS HOWELL		WITT OBRIEN	
		4.95		4.50		4.6315789		5.00	
		PreQual Link		PreQual Link		PreQual Link		PreQual Link	
		Reference Link		Reference Link		Reference Link		Reference Link	
		Score	Total	Score	Total	Score	Total	Score	Total
Bidder Qualifications & Experience	20	4	80	3	60	4	80	4	80
Team Organization, Management & Qualifications	20	5	100	4	80	3	60	3	60
Project Approach	25	5	125	4	100	3	75	4	100
References	10	4	40	4	40	4	40	3	30
Proposed Prices	25	4	100	3	75	3	75	2	50
TOTAL RAW SCORE		445		355		330		320	

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

/ GRANT WORKS	- Pricing on par with other Firms, had additional Pricing specifically for Arbitaration services and appeals. - Pricing broke out specific duties for each person and what they would do for thier hourly cost - only question on who would be speficially assisnged/ how the communications between main firm and contractors work and how do we know who to reach out to with questions? - lots of local experience - Englewood fire District for FEMA projects and Bonita Springs for grant writing - uses a grant software of their own creation for dashboards, reporting writing and tracking - company uses three subcontractors to ensure all areas have support - Handled Charlotte county appeal to civilan board for Bridge denial
/ INDELIBLE	- 8 years open as a firm specifically, partners with Synergy (woman owned firm) - Pricing - one of the lower prices for support - has worked with Charlotte county EOC (reference) - locally situated in charlotte county (knows the punta gorda area well) - Appraoch like others, mulit step approach with dealines and a 0-90 day post event calendar for speicifc duties to ensure all items are captured as damanaged. - offer a quick start guide for city for disaster events and dashboard reports for quick reference. - top support on par with others, underlings higher priced than others for support staff
/ THOMAS HOWELL	- Subcontractor with Guidehouse - Pricing - on par with other firms - not drastically higher for hourly (within $5/$10 of Many hourly rates) - Large presence with Florida for all 5 hurricanes we have. - Recently worked with Sarasota county - has previously worked with up 9 active storms at one time. - MultiStep Approach with many levels for review and analysis to ensure accuracy
/ WITT OBRIEN	- pricing break out for remote support vrs on-site - Remote pricing on par with others/ Onsite pricing more $25 to $50 more an hour - breakout of the job descriptiosn of each staff member and their duties for the pricing. - Over 20 years experience & over $75B in federal Grants - Again indepth Multi-level approach to sotrms and reporting with levels of verification for review and Assistance. - contract kickoff meeting once awarded to meet team and thruyough events, weekly/bi-weekly and monthly check ins for projects

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

SUMMARY:	TOTAL RAW SCORE	ORDINAL SCORE 1=HIGHEST SCORE
GRANT WORKS	445	1
INDELIBLE	355	2
THOMAS HOWELL	330	3
WITT OBRIEN	320	4

SIGNATURE OF EVALUATOR: TERESA CARLAW

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Evaluator:	TERESA CARLAW

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

Evaluator Comments | Evaluation Ordinals | Rating Guidelines

AVG REFERENCE SCORE

Evaluator Input in Green Areas

[redacted]

		AMI		APTIM		CSA		FRAME GROUP	
		4.84		4.63		4.7142857		4.77	
		PreQual Link		PreQual Link		PreQual Link		PreQual Link	
		Reference Link		Reference Link		Reference Link		Reference Link	
		Rejected							
		Score	Total	Score	Total	Score	Total	Score	Total
Bidder Qualifications & Experience	20		0	4	80	4	80	4	80
Team Organization, Management & Qualifications	20		0	4	80	5	100	4	80
Project Approach	25		0	5	125	5	125	4	100
References	10		0	4	40	4	40	4	40
Proposed Prices	25		0	3	75	4	100	4	100
TOTAL RAW SCORE		0		400		445		400	

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

AMI	
APTIM	- $30B in Recovery in federal awards - Multiple Subcontractors including Metric/ Guidehouse (also), and DRMP - Staff Average experience roughly 20 Years in the field - Over 3,500 employees at our fingertips for assistance - multiple teams with various expertise - how will we detemine who to contact for issues individually? - muliti Phase approach with listed POC within APTIM for each step of the 0-90 day timeline after an event - Offers annual traiing for 15 City Directorr/managers to keep up to date training in handleing emergency disasters - Pricing - head person less than others, but support staff on par/ similar to other firms
CSA	- Headquarters in Charlotte county, by murdock circle - part of Charlotte county IAN assessment - Staff experience average over 20 years - Approach- Deliverables with every step for accountability and reporting - early mitigation identification and Eligability and Damage intake quick response after storm - Tracking/ reporting software with live dashboards workflow fo reports and forms for submission to FEMA -financial software (CSA I.D) - to track financials and funding to avoid duplicate of benefits within specific locations and projects, assist with Close out and Audits. -pricing - Lower than some, higher than others, just above middle of the pack for hourly costs.
FRAME GROUP	- subcontractor - NOVA - previously worked with Charlotte county public schools and Brown & brown on lan - broke out the %% each person would be able to work on this project while assisgned, experienced staff, diverse team - many locations in florida (closest office/ Headquaters in punta gorda) - Pricing tad lower on some posotions, top position hourly rate middle of ranking - Multi Step framework approach - job descriptions also provided for each staff to justify their hourly rate.

Evaluation Rating Guidelines	* Highest Score = 5 BACK TO TOP
5 – Exceptional	The submission exceeds expectations, excellent probability of success in achieving all objectives. Very innovative
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SUMMARY:	TOTAL RAW SCORE	ORDINAL SCORE 1=HIGHEST SCORE
AMI	0	4
APTIM	400	2
CSA	445	1
FRAME GROUP	400	2

SIGNATURE OF EVALUATOR: TERESA CARLAW

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ESC – ☐ RERANK SHORT LISTED FIRMS OR ☒ TIE BREAKER

PROJECT: R2025103 / SVC-FEMAGRANTMGT/2425/2

DATE: September 25, 2026

COMMITTEE MEMBER NAME: ~~Kristin Simeone~~ Thomas Mackey 3 or 4 position

FIRM	RANKING POSITION
APTIM	# 3
Frame Group	# 4
	#
	#
	#

ESC MEMBER SIGNATURE: _____

ESC – ☐ RERANK SHORT LISTED FIRMS OR ☒ TIE BREAKER

PROJECT: R2025103 / SVC-FEMAGRANTMGT/2425/2

DATE: September 25, 2026

COMMITTEE MEMBER NAME: Teresa Carlaw 3 or 4 position

FIRM	RANKING POSITION
APTIM	# 3
Frame Group	# 4
	#
	#
	#

ESC MEMBER SIGNATURE: s/Carlaw

ESC – ☐ RERANK SHORT LISTED FIRMS OR ☒ TIE BREAKER

PROJECT: R2025103 / SVC-FEMAGRANTMGT/2425/2

DATE: September 25, 2026

COMMITTEE MEMBER NAME: Bryan Clemons 3 or 4 position

FIRM	RANKING POSITION
APTIM	# 3
Frame Group	# 4
	#
	#
	#

ESC MEMBER SIGNATURE: _____

ESC – ☐ RERANK SHORT LISTED FIRMS OR ☒ TIE BREAKER

PROJECT: R2025103 / SVC-FEMAGRANTMGT/2425/2

DATE: September 25, 2026

COMMITTEE MEMBER NAME: Courtney Buckles 3 or 4 position

FIRM	RANKING POSITION
APTIM	# 3
Frame Group	# 4
	#
	#
	#

ESC MEMBER SIGNATURE: 9/25/26

ESC – ☐ RERANK SHORT LISTED FIRMS OR ☒ TIE BREAKER

PROJECT: R2025103 / SVC-FEMAGRANTMGT/2425/2

DATE: September 25, 2026

COMMITTEE MEMBER NAME: ~~Tommy Macy~~ Kristin Simeone 3 or 4 position

FIRM	RANKING POSITION
APTIM	# 4
Frame Group	# 3
	#
	#
	#

ESC MEMBER SIGNATURE: KS

CITY COUNCIL
CITY OF PUNTA GORDA
11/18/2026

REGULAR AGENDA

Title: Business Event Permitting Discussion

Funds:

Recommended Action: For City Council discussion and consensus on whether updates are desired.

Summary: The Land Development Regulations require an event permit for several different types of gatherings, including, but not limited to, ribbon cuttings, live music, and more. Due to the vast differences between events, there are times where these permitting requirements are unwarranted. The purpose of this discussion is to review each of the permit types, and determine whether changes should be made to the code.

Department/Division: Urban Design

EXHIBITS:

1. Business Event Permitting Discussion

Business Event Permitting Discussion

City Council – November 12, 2026
Zoning & Code Compliance Division

Punta Gorda

General Information

Punta Gorda Code

- Chapter 26, Article 13 details the various business event permits:
  - Business Events
  - Business Promotions
  - Grand Openings
  - Special Events
  - Temp. Promo Events

Punta Gorda

Business Events and Promotions

- **Business Event** defined as "a special outside exhibition or activity on the exterior of a business' premises or on a public sidewalk directly abutting the business' premises. Activities such as, but not limited to, the use of a temporary tent, live music, ribbon cuttings, raffles and live radio promotions are considered to be a Business Event"
- **Business Promotion** defined as "a marketing promotion for a business for sales items or advertising specials"

Punta Gorda

Business Events and Promotions

- **Business Event**
  - Limited to 5 days in duration/month; two events can be combined in one month (but still counts as two)
- **Business Promotion**
  - Limited to 7 days in duration
- **Both**
  - Allowed 12 per year (of each)
  - Minimum 5 days between events and promos
  - No charge permit; fillable form on website

Punta Gorda

Grand Opening Events & Temp. Promo's

- **Grand Opening** is "an event to allow potential clients and customers know that a new business has opened or relocated"
  - Valid for 60 days; allows a temporary tent for 14 days and daily outdoor display of merchandise
  - No charge permit; fillable form on website
- **Temporary Promotional Event** is specific to residential areas – "an inside or outside exhibition, community breakfast, craft fair, vacation bible school, sale or similar activity"
  - Allowed 8 per year
  - Limited to 7 days in duration; two events can be combined as a single event (but still counts as two)

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Why Are Permits Required?

- Punta Gorda Code *generally prohibits:*
  - Temporary structures such as tents (Ch. 26, Sec. 8.26)
  - Outdoor sales (Ch. 26, Sec. 8.29)
  - Outdoor displays of merchandise* (can be considered outdoor storage; Ch. 9)
  - Loud noises such as outdoor music/entertainment (Ch. 14)
- These free permits give temporary exemptions from those codes
- It allows staff to prepare for potential increased need for services

* City Center and Neighborhood Center allow outdoor display during operating hours

Punta Gorda

Why the Recent Increase in Enforcement?

- Code Compliance is responsible for enforcing the Punta Gorda Code and responds to all complaints filed with our office.
- In recent months, a few events such as ribbon cuttings, live music, general business events, etc., were brought to our attention.
- Since the Code requires a permit, when we are asked if a permit is required, our answer is, yes.

Punta Gorda

QR Codes for Easy Finding

1 Business Event Permits

Scan to open the fillable application

https://www.ci.punta-gorda.fl.us/services/permits-applications-forms/code-compliance-permits/business-event-permit

2 Business Promotion Event

Scan to open the fillable application

https://www.ci.punta-gorda.fl.us/services/permits-applications-forms/code-compliance-permits/business-promotion-event-permit

Punta Gorda

QR Codes for Easy Finding

3 Grand Opening Permit

Scan to open the fillable application

https://www.ci.punta-gorda.fl.us/services/permits-applications-forms/code-compliance-permits/grand-opening-event-permit

4 Temporary Promotion Permit

Scan to open the fillable application

https://www.ci.punta-gorda.fl.us/services/permits-applications-forms/code-compliance-permits/temporary-promotional-permit

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Recommended Updates / Discussion

- We can adopt changes that SIMPLIFY processes without being in conflict with SB180 / F.S. § 252.422
- Options:
  - Exempt establishments serving food and drinks for live music (with cut off time)
  - Exempt ribbon cuttings
  - Exempt business promotions unless it includes a high value raffle which would be expected to draw a large number of attendees
- Consensus to bring forward proposed amendments?

Punta Gorda

Questions?

Punta Gorda

CITY COUNCIL
CITY OF PUNTA GORDA
11/18/2026

REGULAR AGENDA

Title: Event Manual Update

Funds:

Recommended Action: Staff requests that City Council review the updated Special Event Manual and provide direction on moving forward with the necessary amendments to Article 13 of Chapter 26 Land Development Regulations to ensure consistency between the manual and the City's regulations.

Summary:

Staff has prepared an updated Special Event Manual and application materials intended to streamline the City's special event permitting process, clarify applicant responsibilities, and consolidate departmental requirements. Staff has identified provisions within Article 13 of the Land Development Regulations (LDRs) that may need to be amended to ensure consistency with the updated manual and establish enforceable requirements.

Department/Division: Urban Design

EXHIBITS:

1. Updated Event Manual 2026
2. Event Permit Application

Punta Gorda
FLORIDA

EVENT MANUAL & APPLICATION

Art/Craft Show - Block Party - Boat/Car Show - Cook Off - Concert - Festival - Fishing Tournament - Parade - Walk/Run/Race

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WELCOME

The City of Punta Gorda proudly hosts a variety of exciting events that bring our community together and attract visitors. We are dedicated to supporting high-quality events that enrich the City for everyone. With experience guiding hundreds of events, our team can provide valuable advice on street closures, traffic, safety, and other logistics to help your event succeed.

To help event organizers coordinate their plans with City requirements, we have compiled this Event Permit Manual, which contains policies and related materials that are involved in the City's review and approval process. Please read this manual completely, even if you have planned events in the City before. The City wants to ensure that your event will be a safe and enjoyable event for everyone.

What Requires a Special Event Permit?

Any organized public or private activities held or conducted on a temporary basis which are apart from, or in addition to, activities and uses normally associated with and permitted at a specific location.

Examples of events that require a permit include:

- Activities advertised to attract participants or spectators.
- Advertising, displaying, or selling goods or services.
- Use of tents, booths, portable toilets, temporary parking areas, or street closures.
- Any activity that affects City right-of-way or public safety.
- Private gatherings seeking exclusive use of a public facility; advanced notification and City approval are required.

NOTE: The type of event permit needed is at the discretion of staff.

What is the Permit Process?

1. The applicant calls Planning Department at 941-575-3372 to check if dates for event are available. Date is not reserved without a **completed** event permit application, application fee, and deposit. Applicant must submit a **completed** Special Event Permit application with all required information to the City of Punta Gorda Planning Department, **no later than 60 days prior** to proposed event date. **Applications submitted fewer than 60 days will not be accepted**. If the event involves closing any FDOT roads, the application needs to be submitted **90 days** prior to proposed event date.
2. A City representative will contact you upon receiving the application and therefore after will serve as your primary point of contact.
3. Development Review Committee (DRC) review of application administratively. The organizer may be contacted for questions about certain items within the application for clarification. Depending on the nature of the event, the DRC may request a formal public DRC meeting.
4. The organizer must submit all requested additional information and payments at least 2 weeks prior to the event. Failure to do so will result in the event permit not being issued.

5. All associated parks and facilities will be inspected within 24 hours of the event. Any damage to City property or failure to pay required fees will result in forfeiture of the applicant's deposit. If no damage is found and all fees are paid, the deposit will be returned after the event.

NOTE: Failure to pay fees may result in not hosting future events in the City.

What if the organizer hosts multiple events of the same type?

Applicants may include multiple events under a single permit application provided that each event is **exactly** the same, with the only difference being the event date. If a violation occurs during any event covered by the permit, the permit for all associated events may be subject to cancellation.

DEADLINES/TIMELINES

Application Submittal Deadline

Special Event Permit applications with all of the required information must be submitted to the City of Punta Gorda no later than **90 days prior** to proposed event date requiring City Council approval. Events that do not require City Council approval must be submitted with all required information a minimum of **60 days prior** to event date.

Items Due at Time of Application Submittal

- Signed/Notarized Event Permit Application
- $50 Application Fee ($25 per additional date)
- Deposit for applications requiring city staff or on city property
- Site Plan
- IRS Tax Exempt Certificate

NOTE: Incomplete applications will not be accepted and returned to the event organizer. Failure to comply with approved event permit conditions may result in fines, denial of future event permits, or both.

FEES

Application Fee

There is a $50 non-refundable permit application fee per permit, a $25 non-refundable per non-consecutive day event, and a $500 refundable deposit. Deposit is refundable if all City staff are paid, no damage occurs to City property and there is no clean-up, refuse removal, or repairs required by city staff. Payment is due at the time of application submission.

NOTE: Failure to pay appropriate departments is considered a violation of the permit. Failure to pay appropriate fees will result in the cancellation of multiple day events, as well as a refusal of the event organizer hosting future events within City limits. Deposits will be withheld from applicants if no payments are made.

Gilchrist Park Fees

Location	501c3 Nonprofit	For profit
Gazebo	$20.00 per hour	$30.00 per hour
Gazebo & Plaza	$40.00 per hour	$60.00 per hour
Large Pavilion	$20.00 per hour	$30.00 per hour
Small Pavilion #1	$10.00 per hour	$20.00 per hour
Open Space	$35.00 per hour	$45.00 per hour
Multi-Day Event		
	501c3 Nonprofit	For profit
Set up per day	$150.00	$150.00
Clean up per day	$150.00	$150.00
Event per day – Open Space	$300.00	$500.00
Event per day – Exclusive Use*	$500.00	$750.00

NOTE: Damage deposit is required for all events. Small Pavilion #2 and Playground Pavilion #2 are reserved for first come first serve use only. Playground area is not available to rent. Per City Council, closure of the Harborwalk at this park is not permitted for any reason.

*Includes Open space, Gazebo, Plaza, and Pavilions. Harborwalk must remain open at all times.

Laishley Park Fees

Location	501c3 Nonprofit	For profit
Gazebo	$20.00 per hour	$30.00 per hour
Marriage Point	$10.00 per hour	$20.00 per hour
Stage/Open Space	$45.00 per hour	$55.00 per hour
Open Air Pavilion #1	$20.00 per hour	$30.00 per hour
Open Air Pavilion #2	$20.00 per hour	$30.00 per hour
Multi-Day Event		
	501c3 Nonprofit	For profit
Set up per day	$150.00	$150.00
Clean up per day	$150.00	$150.00

Event per day – Open Space & Stage	$300.00	$500.00
Event per day – Exclusive Use*	$500.00	$750.00

NOTE: Harborwalk closure is only permitted with City Council approval.

*Includes Stage, Open Space, and Open Air Pavilions.

Ponce de Leon Park Fees

Location	501c3 Nonprofit	For profit
Pavilion	$10.00 per hour	$20.00 per hour
Open Chapel	$10.00 per hour	$20.00 per hour
Beach Area	$20.00 per hour	$30.00 per hour
Multi-Day Event		
	501c3 Nonprofit	For profit
Set up per day	$150.00	$150.00
Clean up per day	$150.00	$150.00
Event per day – Exclusive Use*	$300.00	$500.00

NOTE: Events over 250 attendees not permitted.

*Includes Pavilion, Open Chapel, and Beach Area.

Street & Alley Closure

Street	501c3 Nonprofit	For profit
Daily Rate	$500.00	$750.00
Cleaning/Damage Deposit*	$1,000.00	$1,500.00
Maintenance of Traffic (MOT)	Actual	Actual
Alley Closure	**501c3 Nonprofit**	**For profit**
Daily Rate	$150.00	$300.00
Cleaning/Damage Deposit	$150.00	$150.00
Clean up per day	$150.00	$150.00
Event per day – Exclusive Use	$300.00	$500.00

NOTE: MOT will be invoiced for actual costs at time of event permit approval and must be paid prior to the event date.

THINGS TO CONSIDER

Will your event be held on City property?

A Park Rental Agreement, Hold Harmless Agreement, insurance and applicable fees are required. Fees vary by pavilion size and amenities, and all park rules must be followed.

Event Accessibility

Special events must be accessible to individuals with disabilities. Event organizers must designate an ADA Coordinator, plan for accessibility, and ensure event policies, services, and activities do not discriminate.

The following requirements apply to all permitted special events:

- Provide accessible routes at least 36 inches wide to accessible entrances. Clearly identify routes when necessary and keep them unobstructed throughout the event.
- Ensure entrances, information booths, vendors, and activities are accessible. Staff and vendors must provide reasonable assistance and accommodations as needed.
- Permit service animals as required by the ADA. Service animals are not pets.
- If portable restrooms are provided, at least 5% must be accessible, with a minimum of one unit.
- Provide clear signage directing attendees to accessible entrances, parking, drop-off areas, and transit stops. Accessible parking must connect to an accessible route. Temporary parking areas must also provide accessible spaces.
- Event-provided shuttles and other transportation must be accessible.
- Provide accessible spaces in designated seating, viewing, and assembly areas.

Events should promote community inclusion and accessible to all. Event organizers must ensure policies do not discriminate. This may include assisting attendees when needed and allowing service animals, which are not pets and must be permitted wherever the public is allowed.

Accessibility should be planned from the start to avoid costly or ineffective solutions. Organizers must review all aspects of the event for accessibility and designate an accessibility coordinator.

For more information, visit: https://adata.org/publication/temporary-events-guide

Will a public street or right-of-way be used or closed?

A street is any public right-of-way used for vehicular traffic, maintained by the City or State, open to traffic, at least 20 feet wide. An alley is a secondary public access way, typically less than 20 feet wide. Additional permits from agencies such as FDOT may be required. Only the following events are exempt from street/alley rental fees and closure limitations:

- Light Up the Night Christmas Tree Lighting

- City Halloween Night Street Closure
- Sullivan Street Arts & Crafts Fairs
- Non-stationary events (e.g., parades, races, protests, marches)

Will you be having a band or amplified music?

If your event will be having a band or amplified music, there are several items that must be considered:

1. Is there a stage available at your proposed location, or will you need to obtain one?
2. Is there sufficient electricity to supply the band's equipment?
3. Will a tent be required? (See Fire Department section for tent regulations)
4. What hours will the band be playing? (Laishley Park Events must conclude no later than 10:00 p.m.

Toilet facilities and cleaning up after your event is over

Event planning must include requirements for sanitation and waste management plans. An event that does not provide the personal comfort of patrons or leaves an unsightly mess with litter and trash strewn about, will hurt its own future and will negatively affect the image of the city.

EVENT CATEGORIES

The City has established two (2) levels of approval for the various events. The following criteria are used by the City to determine whether an event requires administrative approval or Development Review Committee (DRC) approval by public meeting.

Administrative Approval

- The event will attract 1,000 guests or less during the entire event;
- The event will NOT involve the sale or distribution of alcoholic beverages to the general public (This restriction does not apply to a private party);
- The event has been held annually for more than 3 consecutive years;
- The event will only occupy a small portion of a City park, or have minimal impact on a City right-of-way;
- The event does not require police presence;
- The event does not include the set-up and use of any "attractive nuisances" such as a bounce house, trampoline, live animals. rock climbing, drone shows, etc.

DRC Approval

- The event will attract more than 1,000 guests during the entire event;
- The event involves the sale and/or distribution of alcoholic beverages;
- The event will require police security and/or fire department service;
- At the discretion of the DRC;
- The event involves the closure of FDOT public roadways;

- The event might place an extreme burden on City work crews because of its nature, size or timing.

NOTE: Any change in the operations or nature of an approved event must be communicated to the Planning Department who then will determine if additional approval is required. Any changes will be provided to all DRC members by the Planning Department. Any appeal of a DRC requirement or decision under this event manual must be submitted in writing to the City Manager at least two (2) weeks prior to the first day of the event.

DRC APPROVAL CRITERIA

A series of standards have been developed to assist organizers in planning the event operations. These standards may be varied and/or waived upon appeal to the DRC by the applicant. However, these review standards are to serve as the minimum requirements to be met to ensure a safe and successful event.

Standard 1 – Site Plan

All site plans and event routes must be clearly drawn. All site plans must also include an accessible route to comply with ADA for the event and/or run/walk route. Specifically, the applicant should show the approximate location where the following event components will be located:

- Food vendors – number and type;
- Entertainment – number and size;
- Display areas;
- Tents – number and size;
- Any off-premises signage
- Parking on and off-site, including a designated accessible area;
- Traffic ingress and egress points
- Emergency vehicle access
- Garbage collection areas and dumpster locations
- Lighting areas
- First aid area
- Alcoholic beverage distribution

Standard 2 – Hold Harmless Agreement

The organizer shall be required by the DRC to sign a standard hold harmless indemnification agreement provided by the City.

Standard 3 – IRS Tax Exempt

The event organizer must provide proof of the sponsoring agency's nonprofit status with IRS certification or by copy of their State of Florida tax exemption certificate.

Standard 4 – Alcohol/Food

Event organizers selling alcoholic beverages must provide a copy of their State of Florida alcoholic beverage license. Organizers utilizing food or beverage vendors must verify that each vendor has the required State of Florida health approvals. If event is serving alcohol in the parking lot or roadway, an extension of the alcohol permit will be required. Events serving food or beverages must also submit a waste disposal plan. The City does not provide dumpsters or temporary refuse containers.

Standard 5 – Noise

All sound amplification or potential noise must be directed away from any surrounding residential areas.

Standard 6 – After Event

Event organizers are responsible for restoring all City parks and public rights-of-way used for an event to their original condition within 24 hours of the event's conclusion. If City staff are required to perform cleanup or remove event-related items, the organizer will be billed for all associated labor, equipment, material, and overhead costs. All event equipment, including portable toilets, dumpsters, and vendor trailers, must be removed within 24 hours following the event.

Standard 7 – Facilities Services

Event organizers using City facilities are responsible for coordinating utility and facility needs with the Facilities Division at least two (2) weeks before the event.

The Event organizer is responsible for: coordinating water and electrical needs, cleaning and restocking City restroom facilities used for the event, removing event-related trash, returning facility keys within 24 hours after the event, and paying applicable charges for after-hours service or repairs from the event-related damage.

Event layouts should be designed to keep vendors, entertainers, and other power users as close as possible to available power sources.

NOTE: Additional fees may apply for lost or damaged keys, after-hours service, or repairs beyond normal wear and tear.

Standard 8 – Parking & Vehicles

Approved events must provide a general parking plan, including accessible parking and an accessible route to the event. Parking or admission fees may be charged with DRC approval. Vehicles are prohibited from operating off designated City streets and driveways within Ponce de Leon, Gilchrist, and Laishley Parks unless specifically authorized as part of the approved event.

One (1) fully self-contained RV is permitted for security or event purposes. Requests for additional RVs require approval by the Punta Gorda City Council. All RV parking or camping must be permitted by the Charlotte County Health Department. Violations may result in fines as provided by applicable regulations. Security-related RV use is limited to one (1) fully self-contained unit.

Standard 9 – Signs

All event signs must be professionally produced or have a professional appearance. Hand-painted, cardboard, and poster-board signs are prohibited. A digital image of each proposed sign must be submitted with the off-premises sign permit application.

A maximum of eight (8) off-premises signs is permitted. Signs may not exceed 18" × 24" (3 square feet) and must not extend more than 3 feet above grade. Windblown devices, flashing signs, and electronically changeable message signs are prohibited. Signs must be placed only in approved locations 24 hours before event and removed within 24 hours after the event.

NOTE: Signs removed by the City due to noncompliance will be disposed of, and a removal fee of $10 per sign will be charged. Repeated violations may result in denial of future event applications.

Standard 10 – Police Department

All events requiring security shall use off-duty Punta Gorda Police Officers. The cost of such on-site security shall be the sole responsibility of the applicant. The Punta Gorda Police Department reserves the right to utilize off-duty Charlotte County Sheriff Deputies when needed and the event organizer will be billed by them at their rate.

Police services may include general event security, traffic control, or other law enforcement-related duties. Traffic control and security services are contracted separately from Public Works/Right-of-Way services.

Cancellation: Police special details must generally be cancelled during normal business hours at least two (2) full business days before the event to avoid applicable cancellation charges.

At large public events, event organizers shall be required to employ:

- A minimum of one (1) police officer per one thousand (1,000) people attending or at the discretion of the Police Department based on the type of event;
- A minimum of one (1) officer is required if alcohol is being served, regardless of the number of attendance;
- Requests for the assignment of five (5) or more police officers shall require the assignment of an off-duty supervisor;
- Over five thousand (5,000) people shall require the same as above plus any other personnel needed to handle the event. The additional number will be agreed upon by the event organizer and the Chief of Police.

Standard 11 – Fire Department

All events requiring Fire Department service shall use off-duty Punta Gorda Fire Department personnel and shall bear the cost of providing such service. The following fire safety requirements shall apply to all special events in the City of Punta Gorda:

- Tents/Canopies used for cooking, food warming, electrical equipment, or gas equipment must have a fire-retardant certification or be separated from other tents/structures by at least 10 feet. Contact the Fire Marshall regarding required permits.
- Vendors with electrical equipment, cooking/food warming, or other flammable hazards must provide State-certified, tagged, minimum 5 lbs. ABC fire extinguisher within the vendor area.
- Vendors cooking with oil or grease must have absorbent material available for spills, such as sand or kitty litter.
- Cooking equipment, including LP tanks, hoses, generators, grills, and electrical appliances, must be in good working condition, properly secured, and kept clear of egress pathways.
- Gasoline containers must be approved types and may not be stored under tents or in egress pathways.
- LP tanks must be secured against tipping or falling and kept clear of egress pathways.
- Extension cords must be heavy-duty, outdoor-rated, free of splices or knots, and kept clear of pedestrian and egress areas.
- Payment for Fire/EMS special details must be made to the City of Punta Gorda. Payment directly to individual personnel is prohibited;
- **Cancellation:** Fire/EMS special details must generally be cancelled at least two (2) full business days before the scheduled service to avoid applicable cancellation charges.

At large public events, events organizers shall be required to employ:

- A minimum of two (2) firefighters for every two thousand (2,000) people;
- Requests for the assignment of five (5) or more firefighters shall require the assignment of an off-duty supervisor.
- Over five thousand (5,000) people shall require the same as above plus any other personnel needed to handle the event. The additional number will be agreed upon by the event organizer and the Fire Chief and/or their designee before the start of the event.

Standard 12– Toilet Requirements

Events shall provide temporary sanitation facilities in accordance with the requirements of the Charlotte County Health Department. Hand-washing stations must be provided at a minimum ratio of one (1) station for every ten (10) portable toilets and at locations where food is served.

When portable toilets are provided, at least five percent (5%) of the units, but no fewer than one (1), must be ADA-accessible and equipped with all required accessibility features. Accessible units must be identified with the International Symbol of Accessibility when not all units are accessible.

Number of Portable Toilets required for Special Events

Peak Attendance	Length of Event (in hours)						
	4	5	6	7	8	9	10
250	2	2	3	3	3	3	3
500	4	4	4	4	4	4	4
1000	6	6	7	7	7	7	8
2000	8	9	10	10	12	12	13
3000	12	12	14	15	16	18	18
4000	16	18	19	20	20	22	24
5000	16	18	20	24	28	28	30
10,000	30	32	36	36	40	42	48
20,000	56	64	70	78	78	90	98

NOTE: Portable toilets are required for events with an expected attendance exceeding 500 people. In Gilchrist Park, portable sanitation facilities are not required unless peak attendance exceeds 500 people. In Laishley Park, portable sanitation facilities are not required unless peak attendance exceeds 2,000 people for more than seven (7) hours.

For large public events with peak attendance of over 500 people, event organizers must coordinate restroom maintenance and supplies with the Facilities Maintenance Division at 941-575-5041.

Failure to remove portable toilets, dumpsters, vendor equipment, or other event-related materials within 24 hours, excessive damage to City property, or the need for City crews to perform cleanup may result in direct billing for associated costs and/or the requirement of an increased security or damage deposit for future events.

Standard 13 – Fireworks & Drone Shows

The use of fireworks or any other potentially hazardous devices shall be permitted only with authorization from the DRC. Any event held in Laishley Park that intends to operate drones must obtain approval from the Federal Aviation Administration (FAA). Fireworks displays require a valid Federal Explosives Permit (FEP). All approvals and permits must be submitted no later than two (2) weeks prior to the scheduled event.

Standard 14 – Animals

No event may keep, display, or otherwise house live animals on City Park land unless expressly authorized by the City Manager.

Standard 15 – Pickleball/Tennis Courts

The City Manager or his/her designee may approve the rental of the pickleball or tennis courts for special tournaments. The City Manager or his/her designee may authorize the temporary

closure of the boat ramp at Laishley Park for specific events which use the Harborwalk as part of the route.

Standard 16 – Contacting Businesses

Event organizers proposing street closures shall provide written notice to all potentially affected businesses prior to submitting an event application. The notice shall include the proposed street closure dates and times, as well as the event organizer's contact information for questions or comments regarding the event and proposed closures. A copy of the notice and documentation of the date it was provided shall be submitted with the event application.

Standard 17 – Accessibility Coordinator

All event organizers are required to name an "accessibility coordinator" to manage accessibility efforts to ensure those with disabilities are able to obtain or enjoy "the same goods, services, facilities, privileges, advantages, or accommodations" that are provided to other members of the public.

Standard 17 – Public Works/Right-of-Way Services

Events involving street closures, traffic control, or use of the public right-of-way must coordinate with the Public Works/Right-of-Way Division.

- Maintenance of Traffic (MOT) requirements must be coordinated with the Right-of-Way Division at least sixty (60) days before the event;
- An FDOT permit may be required;
- Additional charges may apply for City-prepared MOT plans or Public Works personnel and equipment;
- Public Works/MOT services do not include Police or Fire personnel. Separate arrangements and fees may apply;
- Cancellation of Public Works services must generally be made at least five (5) days in advance to avoid applicable charges;
- Payment is due two (2) weeks prior to the date of the event. Failure to pay may affect future event permit requests and may result in a forfeit of deposit.

KEY CONTACT NUMBERS

Event Component	City Department	Phone Number (941)
Event Coordination	Planning Department	941-575-3372
Event Security	Police Department	941-575-5533
	Fire Department	941-575-5542
MOT	Right-of-way	941-575-5053
Electrical/Water Service	Facilities Maintenance	941-575-5041
Tent Permitting	Fire Prevention Division	941-575-5549
Alcohol Beverage License	State of Florida DBPR	239-278-7195
Dockmaster	Marina Park LLC	941-575-0142

PARK INFORMATION

- Parks are reserved on a "First Come First Serve" basis, however the City of Punta Gorda has the discretion to cancel, reschedule, or change the venue of any event.
- All fishing tournament organizers and contestants must abide by all Federal, State, and Local regulations and laws as well as any additional tournament rules that shall be enforced by the tournament director. Contact the Dockmaster at Marina Park, LLC to ensure availability of dock space that may be needed.
- All events at Laishley Park, regardless of the event size, applicant must place snow-fencing or stakes and ribbon, along the swale and entrance to the Harborwalk Condominium property a minimum of 24-hours in advance of event. All round-about paver parking areas in Laishley Park must always remain open and free of parked vehicles during the event.
- There are only certain events permitted to close the Harborwalk in **Laishley Park only**; Fourth of July Festival, Chili and Beer Festival, and Peace River Seafood Festival. All other events requesting to close the Harborwalk in Laishley Park require DRC approval and are required to issue Public Service Announcements a minimum of two weeks prior to the event and place detour signs a minimum of 24 hours prior to the event. The detour route must be ADA accessible. Events in Gilchrist Park must leave Harborwalk open at all times, no exceptions.
- All park regulations and/or codes remain in effect, as stated on park signs posted throughout the parks and shall be strictly enforced.
- Events that have received DRC approval shall have exclusive use of the areas reserved for the specified time and fates of the event.

ADDITIONAL CITY SERVICES & SPECIAL DETAILS

Depending on the type, size, location, and activities associated with an event, additional City services or personnel may be required. These services may include Police, Fire/EMS, Facilities, and Public Works/Right-of-Way personnel. Additional fees may apply.

The Event Organizer is responsible for coordinating and paying for any required special details or services. The City will determine the appropriate personnel and level of service required based on the event.

General Requirements

- Requests for additional City services must be submitted concurrently with the application;
- City personnel assigned to special details remain subject to their regular departmental duties and may be called away if an emergency or other operational need arises;
- The City reserves the right to determine the personnel assigned to a special detail;
- Special detail services are subject to applicable City policies, rates, collective bargaining agreements, and departmental requirements;
- Services may be suspended or denied if they conflict with the employee's regular duties, applicable law, or City policy;
- Cancellation fees may apply when services are cancelled without the required advance notice.

Rates & Fees

Current rates for Police, Fire/EMS, Facilities, Public Works, and other special services are established separately by the applicable City department and are subject to change. Event organizers should contact the appropriate department for current rates and applicable minimum charges.

NOTE: The event organizer is responsible for all additional costs associated with services required for the event, including applicable personnel, equipment, administrative, cancellation, or after-hours charges.

CITY OF PUNTA GORDA
URBAN DESIGN
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-3372
URBANDESIGN@PUNTAGORDAFL.GOV

EVENT PERMIT APPLICATION

IMPORTANT: Event Organizer is responsible for reading and complying with all requirements outlined in the Event Manual. All applications for event permits must be submitted for processing at least sixty (60) days prior to the event. Non-refundable application fee shall be paid at time of application or the application will be returned.

Date Received:			Permit No:				
Application Fee: $50.00			DRC Date:				
Name of Event							
Applicant or Organization							
Event Date(s)							
Type	☐For Profit ☐Not for Profit ☐Joint Event						
Anticipated Crowd Size							
Name of Responsible Party			Title				
Address		City		State		Zip	
Phone		Email address					
Name of ADA Coordinator							
Phone		Email address					
Description of Event							

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Event Location: Indicate all areas intending to be used.		
Gilchrist Park	Laishley	Ponce de Leon Park
☐Gazebo & Plaza ☐Large Pavilion ☐Small Pavilion ☐Open Space ☐Exclusive Use	☐Gazebo ☐Marriage Point ☐Open Space & Stage ☐Pavilions ☐Exclusive Use	☐Pavilion ☐Beach Area ☐Open Chapel ☐Exclusive Use
Other (Specify Address)		

Set up Time			Event Time			Clean up Time		
Date	From	To	Date	From	To	Date	From	To

Activity/Service	**Yes**	**No**
Amplified Music or Entertainment	☐	☐
Food or Beverage Vendors	☐	☐
Alcohol	☐	☐
Tents or Canopies	☐	☐
Temporary Structures or Stages	☐	☐
Live Animals	☐	☐
Fireworks, Drones, or other special effects	☐	☐
Portable Restrooms	☐	☐
Shuttle Service	☐	☐
Street or Sidewalk Closure	☐	☐
Off-Premises Signs	☐	☐
Charging for Event or Parking	☐	☐
Requesting Police	☐	☐
Requesting Fire	☐	☐
Requesting Public Works	☐	☐
Requesting Facilities	☐	☐
Off-site Parking	☐	☐

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Fire Department: Off-Duty Vendor				
Date(s) Service is Needed				
From:	☐AM ☐PM	To:	☐AM ☐PM	
Number of Fire Department personnel being requested				
Description of service to be provided				
Report to				
Facilities Maintenance Division: Water & Electric				
Date(s) Service is Needed				
From:	☐AM ☐PM	To:	☐AM ☐PM	
Water	Describe Need			
	Area/Location			
Electricity	Describe Need			
	Area/Location			
Request for Temporary Closing of City Streets				
Date(s) Service is Needed				
From:	☐AM ☐PM	To:	☐AM ☐PM	
Proposed road(s) to close (Specific Locations – Include Map)				
Proposed Detour Route (Include alternative road and map)				
Additional Notes & Comments (Include ADA accessible route)				
Off Premises Signs				
Total number of signs being requested		Dimensions of Signs	_____ x _____	

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What map location will be used?	☐Map #1 ☐Map #2 ☐Map #3 ☐Map #4

During review, additional conditions may be imposed by applicable City departments. The permit is valid only for the dates and times specified on the issued permit and may be suspended or revoked by authorized City personnel for failure to meet requirements, obtain necessary approvals, or comply with permit conditions.

I, the undersigned, acknowledge that I have read and agree to comply with the City of Punta Gorda Special Event Manual, the approved event application, all applicable permit conditions, and all applicable City departmental requirements and agreements.

I agree to indemnify, defend, and hold harmless the City of Punta Gorda, its officers, employees, and agents from claims and liabilities arising from the event, to the extent permitted by law. I acknowledge that I have read, understand, and voluntarily agree to these terms.

Notarial Certificate – Acknowledgement

_____ _____
Signature Organization

_____ _____
Typed or Printed Name Date

State of Florida
County of Charlotte

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.

_____
Signature of Notary (Seal)

CITY OF PUNTA GORDA

POLICE DEPARTMENT
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-5533
CityofPuntaGordaFL.com

OFF DUTY VENDOR CONTRACT – POLICE DEPARTMENT

PERMITTEE							
Event Name				Organization			
Name of Permittee/Vendor				Title			
Address		City		State		Zip	
Phone #'s				Email address			
DATE(S) SERVICE IS NEEDED							
Hours	From: _____ ❑ AM ❑ PM			TO: _____ ❑ AM ❑ PM			

Numberofofficersrequested		Per hour for Officer (two hour minimum)		TotalCharge
	X		=	$

ALL FEES WILL BE PAID PER THE CURRENT CITY'S CALCULATED RATE FOR THE CITY EMPLOYEE AT THE TIME OF THE EVENT. PLEASE CONTACT EACH DEPARTMENT FOR THE CURRENT CITY'S CALCULATED RATE.

PAYMENTS WILL BE MADE WITHIN TEN (10) DAYS OF THE EVENT UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE. IF THE PERMITTEE/VENDOR CANCELS THE DETAIL ON THE DAY OF THE EVENT, A THREE (3) HOUR MINIMUM PER OFFICER WILL BE CHARGED.

Description of service to be provided	
Report to	

I, _____ as authorized representative

of _____(hereafter "Permittee") hereby acknowledge that I have read and understand the attached "Conditions of Permit" and that Permittee will abide by and be subject to these condition in all respects if a permit is issued at a result of this application. In addition, that Punta Gorda Police Department and its member will not be held liable for damages or injuries by Permittee that may be caused be a third party in connection with services provided under this permit.

Signature Authorized Representative of Vendor Date

The above application for permit is hereby granted, and above application together with the attached "Conditions of Permit are hereby adopted, by reference, and are made part of and constitute terms and conditions of this permit. Expiration date of this permit

Signature City Representative Date Permit Number

ALL PERMITS MUST BE OBTAINED 10 DAYS PRIOR TO THE EVENT DATE

Florida's Harborside Hometown

Punta Gorda

Off Duty Vendor Contract
CONDITIONS OF PERMIT
Extra-Duty Law Enforcement/Security Related Services

The following are general conditions that the person/business requesting Extra-Duty Law Enforcement/Security:

1. If you require assistance with a scheduled detail after normal administrative hours (M-F 8:00am-4:30pm), contact must be made with the Operations Captain on duty by calling 941-575-5533.
2. Extra-Duty employment shall be suspended any time a conflict is found to exist, the employment interested with the member's primary duties as a law enforcement officer, is in violation of State or Federal law or Office policy.
3. The rate charged an employer for extra-duty law enforcement security related services shall be standardized hourly rate established by the City of Punta Gorda Police Department which shall include compensation of personnel, any applicable employment taxes, and any administrative costs to administer the program.
4. Payment for any services directly to the member is strictly prohibited. The City of Punta Gorda Police Department will be responsible for collecting such payment and making disbursement to the member.
5. Extra Duty law enforcement services shall be performed within the boundaries and jurisdiction of Punta Gorda.
6. The person/business making the request for Extra-Duty law enforcement services, may request a particular member to work the detail, however the City of Punta Gorda Police Department has final selection of all members who work extra-duty law enforcement details.
7. If no particular member is requesting to work the Extra-Duty law enforcement detail, the City of Punta Gorda Police Department reserves the right to forward the contract to the Charlotte County Sheriff's Office and the person/business holding the event will be billed at the Charlotte County Sheriff's Office current billing rate.
8. The person/business requesting the extra-duty law enforcement service will make payment within ten (10) days of the service being performed. Payment will be made to the City of Punta Gorda Police Department and will accompany the application for request of services.
9. Cancellations of service by the Permittee (person/business requesting service) MUST be made during normal business hours (Monday through Friday 7:30 a.m. to 4:00 p.m.) at least 2 full business days before the scheduled event. No cancellations will be accepted on weekends, holidays, or after 4:00 p.m. Notification of cancellations must be made via email to: nnahra@cityofpuntagordafl.com and jdavoult@cityofpuntagordafl.com. For the unforeseen issues after normal business hours, call our Communications Center at 941-639-4111. Failure to do so will result in the City of Punta Gorda Police Department billing permittee for three (3) hours minimum for administrative cost.
10. If the employment has been sanctioned and authorized as provided in this policy, liability and Worker's Compensation Insurance Coverage provided by the Police Department will be in effect if the off-duty officer sustains an injury whileenforcingthecriminal,trafficorpenallawoftheStateorCityordinances while the member is performing extra-duty law enforcement/security related employment.
11. All permits must be obtained 10 days in advance. In emergency situations, exceptions may be made by the program administrator.

I have read, understand and agree to the above listed conditions.

Signature of Permitee/Vendor/Employer Requesting Extra Duty Detail

Date

December 4, 2024

To: Extra Duty Police Officer Hiring Entities

Based on the Collective Bargaining Agreement, there have been changes made to the Punta Gorda Police Department's Extra Duty Police Officer hiring program. These changes will be effective December 4, 2024. This will include a rate increase to hire off duty police officers. Below is a list of the changes.

Revised rates:

Regular Security Events: **$70 per hour** (three hour minimum)

Regular Security Events Supervisor* **$80 per hour** (three hour minimum)

*Supervisor is required when five or more officers are requested or required for an event

Traffic Control Details where primary responsibility is to cross pedestrians or direct vehicles: **$78 per hour** (three hour minimum)

Holiday/Last Minute Details (details not providing three full business days notice): **$89 per hour** (three hour minimum)

Holidays include:

New Year's Eve	New Year's Day	Martin Luther King Day
President's Day	Easter Sunday	Memorial Day
Independence Day	Labor Day	Veterans Day
Thanksgiving Day	Black Friday (Day after Thanksgiving)	
Christmas Eve	Christmas Day	

Cancellation of service: must be made during normal business hours (Monday through Friday 7:30 a.m. to 4:00 p.m.) at least two full business days before the scheduled event. No cancellations will be accepted on weekends, holidays, or after 4:00 p.m. Notification of cancellations must be made via email to: nnahra@cityofpuntagordafl.com and jdavoult@cityofpuntagordafl.com. For unforeseen issues after normal business hours, call our Communications Center at 941-639-4111.

CITY COUNCIL
CITY OF PUNTA GORDA
11/18/2026

REGULAR AGENDA

Title: Consideration and Approval of Special Magistrates Appointment

Funds:

Recommended Action: Motion to approve the appointment of the following Special Magistrates for the City of Punta Gorda, as recommended by the interview committee:
1. Ronald Smith
2. Anais M. Nin
3. William Cort Frohlich (pending written acceptance)

Summary: The City of Punta Gorda received applications from three (3) candidates interested in serving as Special Magistrate. As part of the selection process, the candidates' qualifications and supporting documentation were reviewed, and interviews were conducted by a committee consisting of City staff and representatives.

Following the interviews and evaluation of each candidate's qualifications, the committee recommends the following:
for appointment as Special Magistrate.
1. Ronald Smith
2. Anais M. Nin
3. William Cort Frohlich (pending written acceptance)

Department/Division: City Manager / Legal

EXHIBITS:

1. Anais M Nin Special Magistrate Pkg
2. Ronald Smith Special Magistrate Pkg
3. William Frohlich Special Magistrate Pkg

Outlook

Re: City of Punta Gorda-Proposed Special Magistrate Appointment

From Anais Nin <anaisninlaw@gmail.com>
Date Mon 11/2/2026 12:05 PM
To Odalys Valdes <OValdes@puntagordafl.gov>
Cc Steven Southern Justice <steven@southernjustice.com>

Good afternoon, Odalys and Steven,

Thank you very much for sharing this wonderful news! I sincerely appreciate the Selection Committee's consideration and recommendation.

I am pleased to confirm my interest and willingness to serve as a Special Magistrate for the City of Punta Gorda under the proposed rotating arrangement, subject to final City Council approval and review and execution of the required agreement.

I appreciate the City's thoughtful approach to providing scheduling flexibility while ensuring the efficient administration of hearings. I would welcome the opportunity to contribute my experience in administrative law and quasi-judicial proceedings in service to the City and its residents.

Thank you again for the opportunity and your confidence in my qualifications. I look forward to the next steps in the appointment process!

Warm regards,

Anais

Anais M. Nin, Esq.
Attorney at Law

(305) 310-9550 | anaisninlaw@gmail.com

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On Mon, Nov 2, 2026 at 11:37 AM Odalys Valdes <OValdes@puntagordafl.gov> wrote:

> Good morning,
>
> On behalf of the City of Punta Gorda's Special Magistrate Selection Committee, thank you for your time and participation in the recent interview process.

Attached please find a letter outlining the City's proposed Special Magistrate appointment arrangement, including the monthly rotation, responsibilities, and compensation.

We kindly ask that you review the attached letter and provide written confirmation of your interest and willingness to serve under the proposed terms.

Please note that all appointments are subject to final approval by the City Council.

We appreciate your interest in serving the City of Punta Gorda and look forward to hearing from you.

Punta Gorda
FLORIDA

Odalys Valdes
Legal Assistant
Office of the City Manager

City of Punta Gorda
126 Harvey St
Punta Gorda Florida 33950
941-575-3307
PuntaGordaFL.gov

Florida has a very broad public records law. Most written communications to City officials regarding City business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Punta Gorda will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. Reasonable accommodations will be made to ensure that qualified individuals with disabilities have an equal opportunity to enjoy all of the City's services, programs, and activities. Anyone who requires an auxiliary aid or service for effective accommodation, or a modification of policies or procedures to participate in a service, program, or activity of the City of Punta Gorda should contact the applicable agency at least 4 days prior to the meeting or event.

Offer Letter

CITY OF PUNTA GORDA

LEGAL DEPARTMENT
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
Telephone: (941) 575-3302
legal@cityofpuntagordafl.com

November 2, 2026

Anais M Nin, Esq.
6611 Orion Drive
Suite 201
Fort Myers, FL 33912

RE: City of Punta Gorda, Special Magistrate

Dear Ms. Nin:

Thank you for taking the time to participate in the interview process for the City of Punta Gorda's Special Magistrate position.

Following the interviews and careful consideration of all three (3) candidates, the City's Special Magistrate Selection Committee has recommended moving forward with all three (3) candidates under a monthly rotating schedule to preside over both Code Enforcement and School Zone Speed Enforcement hearings.

The City is desirous of establishing a three (3) magistrate rotation to minimize scheduling conflicts, accommodate potential unavailability, avoid unnecessary delays, and promote the timely and efficient administration of hearings. This arrangement will provide greater scheduling flexibility while ensuring continuity and consistency in the hearing process.

Under the proposed arrangement, each Special Magistrate would be assigned to preside over both Code Enforcement and School Zone Speed Enforcement hearings during their designated month, with assignments rotating among the three magistrates. Compensation would be **$300.00 per hour** for attending and conducting scheduled hearings.

Currently, we are seeking confirmation of your interest in accepting an appointment under these proposed terms, subject to final approval by the City Council and execution of any required agreement.

Please provide written confirmation of your willingness to serve under the proposed arrangement so that we may proceed with the necessary steps for City Council consideration and approval.

We sincerely appreciate your time, interest, and willingness to serve the City of Punta Gorda and look forward to the possibility of working with you.

Sincerely,

Steven Leskovich,
City Attorney

SPECIAL MAGISTRATE AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL QUASI-JUDICIAL SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2026 (the "Effective Date"), by and between the **City of Punta Gorda, Florida**, a municipal corporation of the State of Florida (hereinafter referred to as the "City"), and Anais M. Nin, Esq., (hereinafter referred to as the "Special Magistrate"), for the purpose of providing professional quasi-judicial services in the capacity of Special Magistrate to preside over Code Enforcement and School Zone Speed Enforcement hearings, as assigned by the City, pursuant to applicable Florida law and City ordinances.

In consideration of the mutual covenants and provisions contained herein and for other good and valuable consideration, the receipt and adequacy of which are thereby acknowledge, the City and Special Magistrate hereby agree as follows on:

1. Scope of Services

Special Magistrate will provide quasi-judicial services to the City related to serving as a Special Magistrate for code compliance hearings and school traffic camera enforcement. In further facilitation of the process and to avoid the appearance of impropriety, the Special Magistrate shall not allow, permit, or maintain ex-parte communications with those individuals, their respective agents, employees, officers, independent contractors, servants, and representatives concerning, relating to, or in any way arising from, or regarding the merits, applicability, or satisfaction of City's Code of Laws and Ordinances by those who have received citations or Notices of Violation or City staff who shall prosecute or review such cases for enforcement.

2. Adherence to Laws

Special Magistrate shall adhere to all federal, state, and local, rules and regulation, including rules regulating the Florida Bar, and applicable City ordinances and policies in the performance of services pursuant to this Agreement.

3. Fees and Costs

Special Magistrate shall be compensated for quasi-judicial services at the hourly rate of $300.00 per hour. In addition to the legal fees, Special Magistrate shall be reimbursed for actual costs incurred in performing the services pursuant to this Agreement, including, but not limited to, online legal research database costs, long distance telephone charges, delivery charges, and travel expenses Special Magistrate pursuant to Section 112.061, Florida Statutes, and City policy). Photocopies and prints will be billed at 25¢ per page.

4. Billing

Special Magistrate will submit bills to the City each month for the prior month's fees and disbursements. Each statement must include the following:

A. The date and brief description of the work performed and the hours or increment of hours to the closest ($1/10^{th}$ of an hour) allotted to each description.

B. The name of Special Magistrate attorney performing the service (each item should refer to no more than one such person).

C. The total number of hours expended, the hourly rate charged, and the total for legal service rendered.

D. A separate breakdown of all other costs and expenses, and a total for the entire bill.

The City shall expedite the review and payment of bills from Special Magistrate be paid in accordance with the Florida Prompt Payment Act. Special Magistrate shall cooperate and assist with any review or audit, including the provision of backup records and data as the City may request.

5. Term and Termination

This Agreement shall commerce upon the Effective Date and continue until terminated, as provided herein. Either party may terminate this Agreement without cause upon thirty (30) calendar days' written notice to the other party. In the event of termination, Special Magistrate shall cease work hereunder and the City shall compensate Special Magistrate for services rendered through the date of termination.

6. Records

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that Special Magistrate has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that Special Magistrate is acting on behalf of the City as provided under Section 119.011(s), Florida Statutes, or that the statement or provisions are otherwise applicable to Special Magistrate.

IF SPECIAL MAGISTRATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO IT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PGClerk@puntagordafl.gov.

Special Magistrate will comply with public records law, and agrees to:

i) Keep and maintain public records required by the City to perform the services.

ii) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the record to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided bylaw.

iii) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Special Magistrate does not transfer the records to the City.

iv) Upon completion of the Agreement, transfer at no cost to the City, all public records in possession of Special Magistrate or keep and maintain public records required by the City to perform the service. If Special Magistrate transfers all public records to the City upon completion of the Agreement, Special Magistrate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Special Magistrate keeps and maintains public records upon completion of the Agreement, Special Magistrate shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure of Special Magistrate to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Agreement by the City.

7. **Notice**

Notice required to be given pursuant to this Agreement shall be deemed given as of the date of personal service or within five (5) business days after depositing such notice with the United States Postal Service, first class, registered or certified or within two (2) business days after depositing such notice with a nationally recognized overnight courier service to the addresses as follows:

City: Steven Leskovich, Esq.
City Attorney
126 Harvey Street Punta
Gorda, FL 33905

Special Magistrate: The Special Magistrate
Anais M. Nin, Esq.
Brickell Avenue, Apt 704
Miami, FL 33131

Alternatively, notice required pursuant to this Agreement may be personally served in the same matter as is applicable to civil judicial practice. Either party may change the address or number to which notices are to be delivered by giving written notice to the other party in the manner set forth herein.

8. Insurance

Without limiting its liability under this Agreement, Special Magistrate shall procure and maintain during the life of this Agreement professional liability insurance in a minimum amount of One Million Dollars ($1,000,000) per occurrence.

9. Assignment

Special Magistrate will not assign its rights and obligations under this Agreement, in whole or in part, without prior written consent of the City, which consent to the City may withhold in its sole discretion.

10. Modification

No oral explanation or oral information by either of the parties hereto shall alter the meaning or interpretation of the Agreement and neither party shall claim any amendment, modification or release from any provisions hereof by reason of a course of action or mutual agreement unless such as agreement is in writing and executed by the respective duly authorized representatives of each of the parties hereto.

11. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida without giving effect to any rules of conflict of law. Venue of any disputes relating to this Agreement shall be in City of Punta Gorda, Florida.

12. Entire Agreement

This Agreement is intended as the final expression of the parties' agreement, and ii is the complete and exclusive statement of the terms thereof. No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein. There are no other understanding, agreements, or representations, express or implied, relating to this Agreement.

13. Waiver

Any waiver by either party of any term, condition or breach of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same or another term or condition and shall not in any way affect, limit, or waive such party's rights thereafter to enforce strict compliance with every other term and condition hereof.

14. Severability

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

15. Anti-Human Trafficking

As a condition precedent to entering onto this Agreement and in compliance with Section 787.06(13), Florida Statutes, a duly authorized officer of representative of Special Magistrate must attest under the penalty of perjury that Special Magistrate does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. The required affidavit is attached hereto as Exhibit A and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above.

City of Punta Gorda

_____
Melissa Reichert, City Manager

ATTEST:

_____
BY: Sara Welch, City Clerk

APPROVED AS TO FORM

_____
BY: Steven Leskovich, Esq
City Attorney

SPECIAL MAGISTRATE

_____
BY: Anais M. Nin, Esq, Special Magistrate

EXHIBIT A

HUMAN TRAFFICKING AFFIDAVIT

for Non-governmental Entities Pursuant to F.S. §787.06

The undersigned on behalf of the entity listed below, Special Magistrate, the "Non-governmental Entity", hereby attests under penalty of perjury as follows:

1. I am over the age of 18, and I have personal knowledge of the matters set forth except as otherwise set forth herein.

2. I am an officer or representative of the Non-governmental Entity and authorized to provide this affidavit on the Company's behalf.

3. Non-governmental Entity does not use coercion for labor or services as defined in Section 787.06 (13), Florida Statutes.

4. This declaration is made pursuant to Section 92.525, Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught

_____
Signature

_____
Print Name

_____
Title

_____
Non-governmental Entity
Anais M. Nin, Special Magistrate

Date:

Acceptance Email

Outlook

Re: City of Punta Gorda-Proposed Special Magistrate Appointment

From Ronald Smith <ronaldcsmith@gmail.com>
Date Mon 11/2/2026 12:26 PM
To Odalys Valdes <OValdes@puntagordafl.gov>
Cc Steven Southern Justice <steven@southernjustice.com>

I am certainly interested in working under the proposed terms. I appreciate the opportunity to serve in this fashion. I will be more than happy to sign the appropriate paperwork.

Ron Smith

On Mon, Nov 2, 2026 at 11:16 AM Odalys Valdes <OValdes@puntagordafl.gov> wrote:

> Good morning,
>
> On behalf of the City of Punta Gorda's Special Magistrate Selection Committee, thank you for your time and participation in the recent interview process.
>
> Attached please find a letter outlining the City's proposed Special Magistrate appointment arrangement, including the monthly rotation, responsibilities, and compensation.
>
> We kindly ask that you review the attached letter and provide written confirmation of your interest and willingness to serve under the proposed terms.
>
> Please note that all appointments are subject to final approval by the City Council.
>
> We appreciate your interest in serving the City of Punta Gorda and look forward to hearing from you.

Punta Gorda
FLORIDA

Odalys Valdes
Legal Assistant
Office of the City Manager

City of Punta Gorda
126 Harvey St
Punta Gorda Florida 33950
941-575-3307
PuntaGordaFL.gov

Florida has a very broad public records law. Most written communications to City officials regarding City business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Punta Gorda will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. Reasonable accommodations will be made to ensure that qualified individuals with disabilities have an equal opportunity to enjoy all of the City's services, programs, and activities. Anyone who requires an auxiliary aid or service for effective accommodation, or a modification of policies or procedures to participate in a service, program, or activity of the City of Punta Gorda should contact the applicable agency at least 4 days prior to the meeting or event.

Ronald C. Smith

ATTORNEY AT LAW
220 Outer Drive East
Venice, FL 34285
239-297-7182

November 2, 2026

Odalys Valdes
City of Punta Gorda

Re: Special Magistrate Appointment

Dear Ms. Valdes:

Thank you for the opportunity to participate in the selection process and for the City's consideration of my appointment.

I am pleased to confirm my interest in and willingness to serve as a Special Magistrate for the City of Punta Gorda under the proposed arrangement outlined in the City's letter, including the monthly rotation, responsibilities, and compensation.

I understand that any appointment is subject to final approval by the City Council. I appreciate the confidence shown in me and look forward to the opportunity to serve the City with fairness, impartiality, and professionalism.

Sincerely,

Ronald C. Smith

cc: Steven Leskovich

CITY OF PUNTA GORDA
LEGAL DEPARTMENT
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
Telephone: (941) 575-3302
legal@cityofpuntagordafl.com

November 2, 2026

Ronald C. Smith
220 Outer Drive East
Venice, Florida

RE: City of Punta Gorda, Special Magistrate

Dear Mr. Smith:

Thank you for taking the time to participate in the interview process for the City of Punta Gorda's Special Magistrate position.

Following the interviews and careful consideration of all three (3) candidates, the City's Special Magistrate Selection Committee has recommended moving forward with all three (3) candidates under a monthly rotating schedule to preside over both Code Enforcement and School Zone Speed Enforcement hearings.

The City is desirous of establishing a three (3) magistrate rotation to minimize scheduling conflicts, accommodate potential unavailability, avoid unnecessary delays, and promote the timely and efficient administration of hearings. This arrangement will provide greater scheduling flexibility while ensuring continuity and consistency in the hearing process.

Under the proposed arrangement, each Special Magistrate would be assigned to preside over both Code Enforcement and School Zone Speed Enforcement hearings during their designated month, with assignments rotating among the three magistrates. Compensation would be **$300.00 per hour** for attending and conducting scheduled hearings.

Currently, we are seeking confirmation of your interest in accepting an appointment under these proposed terms, subject to final approval by the City Council and execution of any required agreement.

Please provide written confirmation of your willingness to serve under the proposed arrangement so that we may proceed with the necessary steps for City Council consideration and approval.

We sincerely appreciate your time, interest, and willingness to serve the City of Punta Gorda and look forward to the possibility of working with you.

Sincerely,

Steven Leskovich,
City Attorney

SPECIAL MAGISTRATE AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL QUASI-JUDICIAL SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2026 (the "Effective Date"), by and between the **City of Punta Gorda, Florida**, a municipal corporation of the State of Florida (hereinafter referred to as the "City"), and Ronald C. Smith, Esq., (hereinafter referred to as the "Special Magistrate"), for the purpose of providing professional quasi-judicial services in the capacity of Special Magistrate to preside over Code Enforcement and School Zone Speed Enforcement hearings, as assigned by the City, pursuant to applicable Florida law and City ordinances.

In consideration of the mutual covenants and provisions contained herein and for other good and valuable consideration, the receipt and adequacy of which are thereby acknowledge, the City and Special Magistrate hereby agree as follows on:

1. Scope of Services

Special Magistrate will provide quasi-judicial services to the City related to serving as a Special Magistrate for code compliance hearings and school traffic camera enforcement. In further facilitation of the process and to avoid the appearance of impropriety, the Special Magistrate shall not allow, permit, or maintain exparte communications with those individuals, their respective agents, employees, officers, independent contractors, servants, and representatives concerning, relating to, or in any way arising from, or regarding the merits, applicability, or satisfaction of City's Code of Laws and Ordinances by those who have received citations or Notices of Violation or City staff who shall prosecute or review such cases for enforcement.

2. Adherence to Laws

Special Magistrate shall adhere to all federal, state, and local, rules and regulation, including rules regulating the Florida Bar, and applicable City ordinances and policies in the performance of services pursuant to this Agreement.

3. Fees and Costs

Special Magistrate shall be compensated for quasi-judicial services at the hourly rate of $300.00 per hour. In addition to the legal fees, Special Magistrate shall be reimbursed for actual costs incurred in performing the services pursuant to this Agreement, including, but not limited to, online legal research database costs, long distance telephone charges, delivery charges, and travel expenses Special Magistrate pursuant to Section 112.061, Florida Statutes, and City policy). Photocopies and prints will be billed at 25¢ per page.

4. Billing

Special Magistrate will submit bills to the City each month for the prior month's fees and disbursements. Each statement must include the following:

A. The date and brief description of the work performed and the hours or increment of hours to the closest ($1/10^{th}$ of an hour) allotted to each description.

B. The name of Special Magistrate attorney performing the service (each item should refer to no more than one such person).

C. The total number of hours expended, the hourly rate charged, and the total for legal service rendered.

D. A separate breakdown of all other costs and expenses, and a total for the entire bill.

The City shall expedite the review and payment of bills from Special Magistrate be paid in accordance with the Florida Prompt Payment Act. Special Magistrate shall cooperate and assist with any review or audit, including the provision of backup records and data as the City may request.

5. Term and Termination

This Agreement shall commerce upon the Effective Date and continue until terminated, as provided herein. Either party may terminate this Agreement without cause upon thirty (30) calendar days' written notice to the other party. In the event of termination, Special Magistrate shall cease work hereunder and the City shall compensate Special Magistrate for services rendered through the date of termination.

6. Records

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that Special Magistrate has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that Special Magistrate is acting on behalf of the City as provided under Section 119.011(s), Florida Statutes, or that the statement or provisions are otherwise applicable to Special Magistrate.

IF SPECIAL MAGISTRATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO IT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PGClerk@puntagordafl.gov.

Special Magistrate will comply with public records law, and agrees to:

i) Keep and maintain public records required by the City to perform the services.

ii) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the record to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided bylaw.

iii) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Special Magistrate does not transfer the records to the City.

iv) Upon completion of the Agreement, transfer at no cost to the City, all public records in possession of Special Magistrate or keep and maintain public records required by the City to perform the service. If Special Magistrate transfers all public records to the City upon completion of the Agreement, Special Magistrate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Special Magistrate keeps and maintains public records upon completion of the Agreement, Special Magistrate shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure of Special Magistrate to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Agreement by the City.

7. **Notice**

Notice required to be given pursuant to this Agreement shall be deemed given as of the date of personal service or within five (5) business days after depositing such notice with the United States Postal Service, first class, registered or certified or within two (2) business days after depositing such notice with a nationally recognized overnight courier service to the addresses as follows:

City: Steven Leskovich, Esq.
City Attorney
126 Harvey Street Punta
Gorda, FL 33905

Special Magistrate: The Special Magistrate
Ronald C. Smith, Esq.,
18401 Murdock Circle, Suite C
Port Charlotte, FL 33948

Alternatively, notice required pursuant to this Agreement may be personally served in the same matter as is applicable to civil judicial practice. Either party may change the address or number to which notices are to be delivered by giving written notice to the other party in the manner set forth herein.

8. Insurance

Without limiting its liability under this Agreement, Special Magistrate shall procure and maintain during the life of this Agreement professional liability insurance in a minimum amount of One Million Dollars ($1,000,000) per occurrence.

9. Assignment

Special Magistrate will not assign its rights and obligations under this Agreement, in whole or in part, without prior written consent of the City, which consent to the City may withhold in its sole discretion.

10. Modification

No oral explanation or oral information by either of the parties hereto shall alter the meaning or interpretation of the Agreement and neither party shall claim any amendment, modification or release from any provisions hereof by reason of a course of action or mutual agreement unless such as agreement is in writing and executed by the respective duly authorized representatives of each of the parties hereto.

11. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida without giving effect to any rules of conflict of law. Venue of any disputes relating to this Agreement shall be in City of Punta Gorda, Florida.

12. Entire Agreement

This Agreement is intended as the final expression of the parties' agreement, and ii is the complete and exclusive statement of the terms thereof. No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein. There are no other understanding, agreements, or representations, express or implied, relating to this Agreement.

13. Waiver

Any waiver by either party of any term, condition or breach of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same or another term or condition and shall not in any way affect, limit, or waive such party's rights thereafter to enforce strict compliance with every other term and condition hereof.

14. Severability

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

15. Anti-Human Trafficking

As a condition precedent to entering onto this Agreement and in compliance with Section 787.06(13), Florida Statutes, a duly authorized officer of representative of Special Magistrate must attest under the penalty of perjury that Special Magistrate does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. The required affidavit is attached hereto as Exhibit A and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above.

City of Punta Gorda

_____
Melissa Reichert, City Manager

ATTEST:

_____
BY: Sara Welch, City Clerk

APPROVED AS TO FORM

_____
BY: Steven Leskovich, Esq
City Attorney

SPECIAL MAGISTRATE

_____
BY: Ronald C. Smith, Esq., Special Magistrate

EXHIBIT A

HUMAN TRAFFICKING AFFIDAVIT

for Non-governmental Entities Pursuant to F.S. §787.06

The undersigned on behalf of the entity listed below, Special Magistrate, the "Non-governmental Entity", hereby attests under penalty of perjury as follows:

1. I am over the age of 18, and I have personal knowledge of the matters set forth except as otherwise set forth herein.

2. I am an officer or representative of the Non-governmental Entity and authorized to provide this affidavit on the Company's behalf.

3. Non-governmental Entity does not use coercion for labor or services as defined in Section 787.06 (13), Florida Statutes.

4. This declaration is made pursuant to Section 92.525, Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught

_____
Signature

_____
Print Name

_____
Title

_____
Non-governmental Entity
Anais M. Nin, Special Magistrate

Date:

Outlook

City of Punta Gorda-Proposed Special Magistrate Appointment

From Odalys Valdes <OValdes@puntagordafl.gov>
Date Mon 11/2/2026 11:21 AM
To wcfrohlich@fgblawfirm.com <wcfrohlich@fgblawfirm.com>
Cc Steven Southern Justice <steven@southernjustice.com>

1 attachment (770 KB)
Propsoed Special Magistrate Appointment letter to William Cort Frohlich, Esq..pdf;

Good morning,

On behalf of the City of Punta Gorda's Special Magistrate Selection Committee, thank you for your time and participation in the recent interview process.

Attached please find a letter outlining the City's proposed Special Magistrate appointment arrangement, including the monthly rotation, responsibilities, and compensation.

We kindly ask that you review the attached letter and provide written confirmation of your interest and willingness to serve under the proposed terms.

Please note that all appointments are subject to final approval by the City Council.

We appreciate your interest in serving the City of Punta Gorda and look forward to hearing from you.

Punta Gorda
FLORIDA

Odalys Valdes
Legal Assistant
Office of the City Manager

City of Punta Gorda
126 Harvey St
Punta Gorda Florida 33950
941-575-3307
PuntaGordaFL.gov

Florida has a very broad public records law. Most written communications to City officials regarding City business are public records available to the

public and media upon request. Your e-mail communications may be subject to public disclosure.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Punta Gorda will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. Reasonable accommodations will be made to ensure that qualified individuals with disabilities have an equal opportunity to enjoy all of the City's services, programs, and activities. Anyone who requires an auxiliary aid or service for effective accommodation, or a modification of policies or procedures to participate in a service, program, or activity of the City of Punta Gorda should contact the applicable agency at least 4 days prior to the meeting or event.

Offer Letter

CITY OF PUNTA GORDA

LEGAL DEPARTMENT
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
Telephone: (941) 575-3302
legal@cityofpuntagordafl.com

November 2, 2026

Frohlich, Gordon, Beason
18401 Murdock Circle
Suite C
Port Charlotte, FL 33948
Attn: William Cort Frohlich, Esq.

RE: City of Punta Gorda, Special Magistrate

Dear Mr. Frohlich:

Thank you for taking the time to participate in the interview process for the City of Punta Gorda's Special Magistrate position.

Following the interviews and careful consideration of all three (3) candidates, the City's Special Magistrate Selection Committee has recommended moving forward with all three (3) candidates under a monthly rotating schedule to preside over both Code Enforcement and School Zone Speed Enforcement hearings.

The City is desirous of establishing a three (3) magistrate rotation to minimize scheduling conflicts, accommodate potential unavailability, avoid unnecessary delays, and promote the timely and efficient administration of hearings. This arrangement will provide greater scheduling flexibility while ensuring continuity and consistency in the hearing process.

Under the proposed arrangement, each Special Magistrate would be assigned to preside over both Code Enforcement and School Zone Speed Enforcement hearings during their designated month, with assignments rotating among the three magistrates. Compensation would be **$300.00 per hour** for attending and conducting scheduled hearings.

Currently, we are seeking confirmation of your interest in accepting an appointment under these proposed terms, subject to final approval by the City Council and execution of any required agreement.

Please provide written confirmation of your willingness to serve under the proposed arrangement so that we may proceed with the necessary steps for City Council consideration and approval.

We sincerely appreciate your time, interest, and willingness to serve the City of Punta Gorda and look forward to the possibility of working with you.

Sincerely,

Steven Leskovich,
City Attorney

SPECIAL MAGISTRATE AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL QUASI-JUDICIAL SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2026 (the "Effective Date"), by and between the **City of Punta Gorda, Florida**, a municipal corporation of the State of Florida (hereinafter referred to as the "City"), and **William Cort Frohlich, Esq,** (hereinafter referred to as the "Special Magistrate"), for the purpose of providing professional quasi-judicial services in the capacity of Special Magistrate to preside over Code Enforcement and School Zone Speed Enforcement hearings, as assigned by the City, pursuant to applicable Florida law and City ordinances.

In consideration of the mutual covenants and provisions contained herein and for other good and valuable consideration, the receipt and adequacy of which are thereby acknowledge, the City and Special Magistrate hereby agree as follows on:

1. Scope of Services

Special Magistrate will provide quasi-judicial services to the City related to serving as a Special Magistrate for code compliance hearings and school traffic camera enforcement. In further facilitation of the process and to avoid the appearance of impropriety, the Special Magistrate shall not allow, permit, or maintain exparte communications with those individuals, their respective agents, employees, officers, independent contractors, servants, and representatives concerning, relating to, or in any way arising from, or regarding the merits, applicability, or satisfaction of City's Code of Laws and Ordinances by those who have received citations or Notices of Violation or City staff who shall prosecute or review such cases for enforcement.

2. Adherence to Laws

Special Magistrate shall adhere to all federal, state, and local, rules and regulation, including rules regulating the Florida Bar, and applicable City ordinances and policies in the performance of services pursuant to this Agreement.

3. Fees and Costs

Special Magistrate shall be compensated for quasi-judicial services at the hourly rate of $300.00 per hour. In addition to the legal fees, Special Magistrate shall be reimbursed for actual costs incurred in performing the services pursuant to this Agreement, including, but not limited to, online legal research database costs, long distance telephone charges, delivery charges, and travel expenses Special Magistrate pursuant to Section 112.061, Florida Statutes, and City policy). Photocopies and prints will be billed at 25¢ per page.

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Special Magistrate will submit bills to the City each month for the prior month's fees and disbursements. Each statement must include the following:

A. The date and brief description of the work performed and the hours or increment of hours to the closest ($1/10^{th}$ of an hour) allotted to each description.

B. The name of Special Magistrate attorney performing the service (each item should refer to no more than one such person).

C. The total number of hours expended, the hourly rate charged, and the total for legal service rendered.

D. A separate breakdown of all other costs and expenses, and a total for the entire bill.

The City shall expedite the review and payment of bills from Special Magistrate be paid in accordance with the Florida Prompt Payment Act. Special Magistrate shall cooperate and assist with any review or audit, including the provision of backup records and data as the City may request.

5. Term and Termination

This Agreement shall commerce upon the Effective Date and continue until terminated, as provided herein. Either party may terminate this Agreement without cause upon thirty (30) calendar days' written notice to the other party. In the event of termination, Special Magistrate shall cease work hereunder and the City shall compensate Special Magistrate for services rendered through the date of termination.

6. Records

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that Special Magistrate has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that Special Magistrate is acting on behalf of the City as provided under Section 119.011(s), Florida Statutes, or that the statement or provisions are otherwise applicable to Special Magistrate.

IF SPECIAL MAGISTRATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO IT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PGClerk@puntagordafl.gov.

Special Magistrate will comply with public records law, and agrees to:

i) Keep and maintain public records required by the City to perform the services.

ii) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the record to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided bylaw.

iii) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Special Magistrate does not transfer the records to the City.

iv) Upon completion of the Agreement, transfer at no cost to the City, all public records in possession of Special Magistrate or keep and maintain public records required by the City to perform the service. If Special Magistrate transfers all public records to the City upon completion of the Agreement, Special Magistrate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Special Magistrate keeps and maintains public records upon completion of the Agreement, Special Magistrate shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure of Special Magistrate to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Agreement by the City.

7. **Notice**

Notice required to be given pursuant to this Agreement shall be deemed given as of the date of personal service or within five (5) business days after depositing such notice with the United States Postal Service, first class, registered or certified or within two (2) business days after depositing such notice with a nationally recognized overnight courier service to the addresses as follows:

City: Steven Leskovich, Esq.
City Attorney
126 Harvey Street Punta
Gorda, FL 33905

Special Magistrate: The Special Magistrate
Frohlich, Gordon, Beason,
18401 Murdock Circle, Suite C
Port Charlotte, FL 33948

Alternatively, notice required pursuant to this Agreement may be personally served in the same matter as is applicable to civil judicial practice. Either party may change the address or number to which notices are to be delivered by giving written notice to the other party in the manner set forth herein.

8. Insurance

Without limiting its liability under this Agreement, Special Magistrate shall procure and maintain during the life of this Agreement professional liability insurance in a minimum amount of One Million Dollars ($1,000,000) per occurrence.

9. Assignment

Special Magistrate will not assign its rights and obligations under this Agreement, in whole or in part, without prior written consent of the City, which consent to the City may withhold in its sole discretion.

10. Modification

No oral explanation or oral information by either of the parties hereto shall alter the meaning or interpretation of the Agreement and neither party shall claim any amendment, modification or release from any provisions hereof by reason of a course of action or mutual agreement unless such as agreement is in writing and executed by the respective duly authorized representatives of each of the parties hereto.

11. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida without giving effect to any rules of conflict of law. Venue of any disputes relating to this Agreement shall be in City of Punta Gorda, Florida.

12. Entire Agreement

This Agreement is intended as the final expression of the parties' agreement, and ii is the complete and exclusive statement of the terms thereof. No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein. There are no other understanding, agreements, or representations, express or implied, relating to this Agreement.

13. Waiver

Any waiver by either party of any term, condition or breach of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same or another term or condition and shall not in any way affect, limit, or waive such party's rights thereafter to enforce strict compliance with every other term and condition hereof.

14. Severability

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

15. Anti-Human Trafficking

As a condition precedent to entering onto this Agreement and in compliance with Section 787.06(13), Florida Statutes, a duly authorized officer of representative of Special Magistrate must attest under the penalty of perjury that Special Magistrate does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. The required affidavit is attached hereto as Exhibit A and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above.

City of Punta Gorda

_____
Melissa Reichert, City Manager

ATTEST:

_____
BY: Sara Welch, City Clerk

APPROVED AS TO FORM

_____
BY: Steven Leskovich, Esq
City Attorney

SPECIAL MAGISTRATE

_____
BY: William C. Frohlich, Esq.
Frohlich, Gordon, Beason

EXHIBIT A

HUMAN TRAFFICKING AFFIDAVIT

for Non-governmental Entities Pursuant to F.S. §787.06

The undersigned on behalf of the entity listed below, Special Magistrate, the "Non-governmental Entity", hereby attests under penalty of perjury as follows:

1. I am over the age of 18, and I have personal knowledge of the matters set forth except as otherwise set forth herein.

2. I am an officer or representative of the Non-governmental Entity and authorized to provide this affidavit on the Company's behalf.

3. Non-governmental Entity does not use coercion for labor or services as defined in Section 787.06 (13), Florida Statutes.

4. This declaration is made pursuant to Section 92.525, Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught

_____
Signature

_____
Print Name

_____
Title

_____
Non-governmental Entity
William C. Frohlich, Special Magistrate

Date:

CITY COUNCIL
CITY OF PUNTA GORDA
11/18/2026

REGULAR AGENDA

Title: Legislative Agenda

Funds:

Recommended Action: Discussion and direction regarding the City of Punta Gorda's Legislative Agenda

Summary: City Council to discuss items for inclusion in the 2027 Legislative Agenda. Utilities considerations are attached. Public Works has also identified flood improvement related items for discussion that are also attached.

Department/Division: City Manager

EXHIBITS:

1. Utilities Legislative Agenda Considerations
2. Public Works Legislative Agenda Considerations

CITY OF PUNTA GORDA
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 743-1900
FAX: (941) 555-1313

Suggested Utilities Legislative Requests

Shell Creek SWTP Rehabilitation - $5,000,000 (Planning level total cost $35,000,000 to $40,000,000)
Rehabilitates critical components of the existing surface water treatment facility through the installation of new filters, upgrades to electrical systems and chemical feed pumps, and resurfacing and protective coating of existing treatment basins. Delivered through design-build, the project will improve treatment reliability, reduce the risk of equipment failure, extend the facility's useful life, and support continued regulatory compliance. This investment protects essential public health infrastructure and helps ensure the continued delivery of safe drinking water to the community.

Burnt Store Road Storage Tank Replacement & Capacity Expansion - $2,000,000 (Planning level costs $15,000,000 to $20,000,000)
We are currently evaluating the replacement of the existing 1 million gallon elevated storage tank with a 2 million gallon ground storage tank to increase finished water storage, improve operational flexibility, and support growth along the Burnt Store corridor. Doubles finished water storage along a high-growth corridor, improving pressure reliability and emergency response capability. Additionally this could support a future interconnect with Charlotte County.

Wastewater I&I Reduction & Force Main Rehab Program - $3,000,000 (Planning level costs $6,000,000)
Reduces inflow and infiltration across the collection system, rehabilitates aging force mains, preserves treatment plant capacity, lowers sanitary sewer overflow risk, and supports FDEP compliance. Strong environmental protection and FDEP compliance ask with measurable benefit to receiving waters and community health.

Water Distribution Main Replacement & Upsizing Program - $3,000,000 (Planning level costs $6,000,000)
Replaces aging or undersized water mains to improve fire flow capacity, system pressure, water quality, and service reliability for existing and future customers throughout the distribution system. Directly improves fire suppression capability and drinking water quality for City residents and businesses.

CITY OF PUNTA GORDA
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 743-1900
FAX: (941) 555-1313

Suggested Public Works Legislative Requests

Project 1 — Taylor Street Stormwater Drainage System Rehabilitation and Flood Mitigation

Estimated Total Project Cost: $3,500,000 Proposed Phase 1 Cost: $500,000 Proposed State Funding Request (70%): $350,000 Proposed City/Alternative Funding Share (30%): $150,000

Project Synopsis

The City of Punta Gorda is seeking state funding for the initial phase of rehabilitation of the aging Taylor Street stormwater drainage system, which serves approximately 25 acres of developed property. The existing system experiences recurring flooding, sediment accumulation, reduced drainage capacity, and suspected structural deterioration.

The initial phase would focus on cleaning, sediment removal, structural evaluation, and rehabilitation of the identified deficient pipe segment, including necessary engineering and hydraulic evaluation within the available funding.

The initial rehabilitation segment is estimated at $500,000. The overall drainage network has a preliminary rehabilitation allowance of approximately $3.5 million, subject to further engineering and field investigation. Future phases would address additional upstream drainage deficiencies.

Public Benefit:

The project will restore stormwater conveyance capacity, reduce localized flooding, protect public infrastructure and adjacent properties, and strengthen the City's long-term flood resilience.

Project 2 — Historic Downtown Street Elevation and Flood Mitigation

Estimated Total Project Cost: $2,500,000 (Preliminary Planning Allowance) Proposed Phase 1 Cost: $500,000 (Preliminary Planning Allowance) Proposed State Funding Request (70%): $350,000 Proposed City/Alternative Funding Share (30%): $150,000

CITY OF PUNTA GORDA
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 743-1900
FAX: (941) 555-1313

Project Synopsis

The City of Punta Gorda is conducting a comprehensive flood study of its historic downtown area to identify infrastructure improvements that will reduce recurring roadway and property flooding. Preliminary engineering findings have identified six street segments where raising roadway elevations could significantly improve drainage and reduce flood impacts.

The proposed initial phase would include topographic surveying, engineering design, drainage and hydraulic analysis, and permitting necessary to advance the identified street elevation improvements toward construction.

Special consideration would be given to preserving the historic character of downtown streets, maintaining access to adjacent properties, and ensuring that roadway elevation improvements do not adversely affect surrounding drainage patterns.

The initial engineering and permitting phase is estimated at $500,000, with future construction phases to be developed based on completed engineering and refined cost estimates.

Public Benefit:

The project will advance long-term flood mitigation improvements, improve emergency vehicle access, protect public and private property, and increase the resilience of the City's historic downtown infrastructure.

Project 3 — Stormwater Pollution Reduction Through Municipal Street Sweeping

Estimated Total Project Cost: $450,000 (Preliminary Planning Allowance) Proposed State Funding Request (70%): $315,000 Proposed City/Alternative Funding Share (30%): $135,000

Project Synopsis

CITY OF PUNTA GORDA
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 743-1900
FAX: (941) 555-1313

The City of Punta Gorda is seeking state funding to purchase a municipal street sweeper and establish a dedicated street sweeping operation to improve stormwater quality and reduce pollutants entering Charlotte Harbor.

The City's extensive network of closed stormwater drainage systems conveys runoff from municipal streets and state roadways, with many discharge points providing limited pollutant treatment before entering receiving waters. Regular street sweeping removes sediment, fertilizers, heavy metals, and other pollutants before they enter the stormwater system.

The City currently relies on contracted street sweeping services; however, inconsistent service and limited contractor availability have reduced the effectiveness of the existing program.

The proposed funding would support the purchase of a modern street sweeping truck and initial program implementation, including dedicated staffing and operational support. This initiative would strengthen the City's efforts to meet its National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit obligations.

Public Benefit:

The project will reduce pollutant loading into Charlotte Harbor, improve stormwater quality, support regulatory compliance, and provide the City with greater operational control over a critical environmental protection program.

Project 4 — Herald Court Centre Parking Garage Hurricane Flood Protection Pumping System

Estimated Total Project Cost: $500,000 Proposed State Funding Request (70%): $350,000 Proposed City/Alternative Funding Share (30%): $150,000

Project Synopsis

CITY OF PUNTA GORDA

326 WEST MARION AVENUE
PUNTA GORDA, FL 33950

(941) 743-1900
FAX: (941) 555-1313

The City of Punta Gorda is seeking state funding to install a permanent, fully redundant stormwater pumping system at the Herald Court Centre parking garage to protect the facility during hurricanes and significant storm surge events.

The facility currently utilizes hurricane storm panels and temporary Tiger Dam flood barriers to protect against storm surge. However, when these barriers are deployed, the building's underground stormwater management system cannot discharge normally into the surrounding storm sewer network. Rainwater entering the facility or collecting on the roof can accumulate beneath the building, creating a potential flooding hazard.

The proposed project includes the installation of two permanent stormwater pumps, each independently capable of discharging 1,000 gallons per minute. The system would provide 100% pumping redundancy through automatic controls, emergency power provisions, and dedicated discharge infrastructure designed to function during storm surge conditions.

This improvement would eliminate the City's reliance on rented emergency pumping equipment and provide a permanent, reliable stormwater evacuation system.

Public Benefit:

The project will improve hurricane preparedness, protect a significant municipal parking facility from flooding, reduce the potential for damage to public infrastructure, and strengthen the resilience of downtown Punta Gorda during severe weather events.

CITY COUNCIL
CITY OF PUNTA GORDA
11/18/2026

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: City Manager

EXHIBITS:

1. Capital Improvements Program Project Updates
2. Public Works Project Log
3. Utilities Project Log

CIP Master Project Log - Produced by Urban Design

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
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10% - Beginning exploratory investigation SOW, SOV in progress
25% - Completion & submittal of requisition package [SOW, SOV, exhibits, etc]
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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.
100% - Project complete [Pay apps, closeout documents and final turnover]

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 District 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		Carl re-writing scope based on work completed; need updated assessment. Lighting completed previously; stormwater portion has been removed due to a separate Public Works stormwater project, so is now basically a sidewalk project. Carl wants to enter a Req. to hire a surveyor to assess current ADA improvements and future requirements. **Boyd to discuss making this a PW project. Boyd to send Bryan updated inventory.**	**10%**
	Ron	Danielle	TBD	Ponce De Leon Park Improvements	Design & construct new restroom facility, pavilion, boat & trailer parking, and site furnishings.	PONCE	$0		YES			This project is on hold until Peace River Wildlife Center moves to new location on Henry Street. City will need to include demo of old building/possible move and re-use of gift shop shed in new re-design.	**10%**
	Bryan	Danielle	Anne	Downtown Flooding - Phase III (this project is also on PW spreadsheet)	PW is seeking a professional engineering & surveying firm to study the drainage system in the downtown area to identify possible solutions to reduce or eliminate flooding.	DWTNFD	$500,000 Design $875,907 Construct	301-3004-541-6316		#67406 - Downtown Flood Study Phase III	#55023 - Kimley-Horn	PW 02.24.2026 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 07.28.2026 Existing conditions modeling has been completed. Design Alternantives are being modeled and sized to determine possible future projects. **PW 10.20.2026** The project continues with the devlopment of various possible projects. Modeling continues on these project areas to determine what psossible solutions may offer improvments to those areas. A Deep Horizon Grant was submitted on August 31 for a possible project based on preliminary project ideas. An update to council will likely occur in November.	**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 One responsible bid received; may be able to use. PW 07.28.2026 Public Works would like to know what the path forward will be. Q for Procurement. **PW 10.20.2026** **The aquisition of a possible consultant is in the final stages of procurement.**	**45%**
	Bryan			Henry Street Sidewalks	US 41 to Shreve Street - fill network gaps along Henry Street	HENSWK	$151,200	118-3007-541-6319 and Mobility Impact Fees				April 2025 Engineering started application to SWFWMD. PW 07.28.2026 Public Works is splitting the project into two phases. Phase 1 will be from US 41 to the existing sidewalk at The Oaks on Henry. Phase 2 is being discussed with the SWFWMD. It may not fall under an exemption which could complicate this project. We will make that determination and look at other design alternatives if necessary. PW to re-submit for FDOT permit for connection. **PW 10.20.2026** Phase I is nearly ready for requisition entry. Phase II SWFWMD permitting will soon folllow.	**10%**

	Bryan		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. Procurement in progress; grant funded. PW 07.28.2026 Construction bid has been released and we are in the process of answering questions. Our internal CEI source for the project rescinded their acceptance of the position Friday the 24th. In the process of determining the best path forward. Public meeting Sept. 16, 5:30 p.m., Laishley Marina - Kimley-Horn presenting new set of plans - 50 signs being put up in neighborhood to notify public. Construction is out to bid; CEI services pending.	**25%**
	Ron			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. Not a priority.	**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. Planning in process of re-designing strategic lighting. **Boyd and Ron to resolve.**	**10%**
		Rick		Complete Street - Cooper Street	Design improvements to Cooper Street from Airport Road to East Marion Avenue (US 17 SB), providing sidewalks, bicycle facilities, decorative street lights, and street trees. (CPH plans to 30% before project was cancelled in July 2020 per CIty Council direction - now FDOT LAP Grant, Project #452221-1)	COOCOM	$0	301-3004-541-6516		#69648		No budget entered in Naviline. FDOT agreement due back to FDOT in May 2026. Once LAP agreement is executed, FDOT will need to review our Scope of Services, design RFP, and Professional Services Checklist (provided by FDOT). FDOT has budgeted constructyion funds for 2028. City Council approved FDOT LAP agreement 3/25. Grants Coordinator handling FDOT LAP Agreement. LAP Agreement fully-executed. Notice to Proceed will be issued after the draft RFP has been reviewed and approved by FDOT. Req #69648 entered / approved; at buyer process. FDOT reviewing solicitation docs. **RFP released 10/21/26; closes 11/13/26.**	**35%**
		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.	#55826	Grant funded by FDEP CHNEP Federal Grant with City match. Maintenance funds need to be added to CIP sheet in Budget Book. City Council awarded contract to APTIM. Purchase Order issued. Kickoff meeting with APTIM for monitoring 8.10.2026; Kick-off meeting with CHNEP vendor for design 8.12.2026. APTIM POC is Kathryn Brown. Heled 2 kick off meetings 1 for Design and 1 for monitoring. The 2 contractors will synergize to complete the initial survey and monitoring. 30% designs are expected by End of November. Site visit with CHNEP and their design vendor took place on 9/10/2026. Monthly meetings with CHNEP & vendors are taking place.	**60%**
1	Ron	Boyd	Anne	A.C. Freeman House Rehabilitation	Assessment and rehabilitation to correct building issues. CDBIA repairing under lease agreement with City.	FREEMN	$440,000	118-3007-579-6222		#69061	#55415	New roof installed. Hurricane shutters removed; working on exterior carpentry. Exterior paint colors chosen; painting in progress. Rear stair posts installed; Organizing interior clean up party to cover furniture in plastic. Then move to interior mitigation, mechanicals, interior carpentry, drywall, and paint over the next several months. Project is moving forward as planned - on time and on budget.Interior remediation is complete. Interior remediation is complete. New AC units have been installed. Plumbing and electrical are near complete. Drywall and trim carpentry to start soon. Exterior painting is ongoing, interior to start after drywall and carpentry is complete. Interior room colors provided by UD staff. Anticipated completion August/September. No budget surprises to-date. Landscape plans all fall within budget. Legal amended contract to include landscaping. Landscaping completed - TJ working on punch list.	**95%**

1	Ron	Boyd	Anne	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	#55629	Anne presented Parker / Mudgett / Smith agreement to City Council for approval on April 8; approved. Kick off meeting with Jeff Mudgett took place May 7. Jeff would like all ceiling tiles removed on the first floor. This has been done. Brick tuck & point scope to be developed; measurements taken. 6.30 meeting with Jeff Mudgett. Roof Warranty Walk-thru took place 7.16.26; Proc docs for windows and brick tuck pointing in preparation by PMS. Mold/asbestos re-testing by Universal Engineering on 8.6.2026. Boyd working on getting estimate to replace existing windows with impact windows. Jeff Mudgett to present to City Council - will need to put on Agenda.	**55%**
	Bryan	Boyd	Anne	Nature Park Trail - ADA Design/Engineering	Replacing structures with new in same location & connecting to parking with accessable route (observation deck & fishing pier)	ADANP NAPARK	$86,245 $347,375	118-3007-515-6300 301-3004-572-6332		#69307 $14,490 for permitting with Hans Wilson	#55718	The original construction of the Nature Park was apparently permitted through FDEP permits 08-301414-5, 08-0131423-002, and USACOE permit 199703124. The City was apparently in non-compliance and subsequently dedicated a conservation easement, paying a fine as part of the mitigation. Anne sent letter to Hans Wilson for Specific Authorization B2025153/SA 18 to provide permitting services. Anne to move forward with recommendation of award. Of the $10,000 budget recommended, the actual cost came to $14,490 - P.O. 55718 underway. Hans working on permitting.	**35%**
				W Henry Street Improvements & Connections	Property Improvements to site, additional amenities to increase site usage, and connectivity to attractions including Hounds on Henry dog park, Punta Gorda Charlotte Library, History Park & Community Garden, Peace River Wildlife Center. Public restroom to be added inside History Park.	HENIMP	$154,937 bal $440,135 bal	301-3004-572-6332 118-3007-572-6521				Urban Design has restroom designs ready to present to City Council. PRWC will request and extension of Phase I; restroom needs to installed as part of Phase I. UD entered Requisition #69285 for ETI to remove invasive species; Ben Fisher to supervise vendor. Ron E. cancelled invasive species removal and has changed restroom location yet again; currently waiting for Ron to see if County will let us use their land. PRWC requested ext. of Phase I to Nov. 15, 2026 at 4/8 City Council meeting; approved. Awaiting word from County regarding land use for restroom. Carl to send Anne standardized restroom scope for all locations, including survey work. (Anne has with Bayfront project). Cannot use County location due to underground utilities. Carl / Ron E to find new location. **Utilities approved Henry St. location; scope for site prep & permitting in process with Carl.**	**25%**
				Bayfront Center (Gilchrist Activity Center)	Planners have presented designs to City Council. When final design is approved, Procurement docs will be submitted with Req.	WACGP IANBAY	$1.4 m	118-3007-572-6577 WACGP $343,000 113-1515-519-6206 IANBAY $1,183,920		Req #69657 entered for design $343,000		Per Kristin, use insurance proceeds first to save 1% Sales Tax budget for other projects. UD meeting with CM to discuss budget. After CM approved final Scope of Work; Req #69657 entered and is @ Procurement for buyer process. FEMA extension paperwork submitted.	**35%**
		Danielle		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 has been drafted. After HR receives the ADA software, update will be presented to City Council.	**70%**
		Danielle		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. What chenges will be made to the Donation Program?	**50%**
	Ron	Danielle		Wayfinding Sign Damage Replacement	UD helping PW with ordering replacement Wayfinding signs lost in past hurricanes	TBD	TBD	TBD	YES			Boyd to determine engineering needs, then we can move forward with Requisition.	**10%**
1	Ron	Boyd	Sara	Veteran's Park Gazebo Repair	UD helping PW with hurricane damage repair	IANLPG	$47,962	113-0919-519-6300	YES	#69429	#55872 & #55956	Avant Construction to repair under contract	**70%**
		Rick		Grants Summary	Monthly update of grants applied for / awarded	Various		Various	YES			1) Grant application: ORLP grant for Trabue Park improvements. Submit September 30 2) Grant application:FMA grant for Trabue Park Land aquisition. Req #69924 for appraisal from Acct #001-1500-513-3400 3) Submitted the Notice of Intent for land aquisition at Trabue Park through Flood Mitigation Assistance Grant. Opens TBD 4) Grant Application: CPI grant for new design of Gilchirist Pier.	**25%**
1			Anne	FDOT LAP GRANT	Design	COOCOM	$400,000	301-3004-541-6516	NO	Req #069648		AWAITING RFP!	**25%**

1		Rick	Anne	Watershed Master Plan	Plan (FY26)	WSMP	$300,000	001-1500-513-3409	YES	Req 70188		AWAITING RFP!	5%
1		Rick	Sara V	FDACS IRA Tree Grant	Plant 100 Trees (IRA)	34079	$48,617	301-3004-572.63-45	No	Req #069833; 069834; 069835 for $44,000		Federalize, authorized, Need RFP!	5%
1		Rick	Sara V	FDACS HIR Tree Grant	Plant 125 Trees (IAN)	34278	$69,283.00	301-3004-572.63-45	No	Req 70194		Federalize, Need Reqs approval	5%
2	Bryan		Anne	MAC BRF Boat Club Dredging	Dredge Boat Club Inlet (FY 27)	392718	$245,000.00	301-3004-572-6359	No			PW project. Look into existing contract with MCG	5%

Public Works Master Project Log

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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] 056111 - Gazebo Railing	**10.8.2025** **SOW & SOV completed** **11.25.2025** **REQ 68991 - Gazebo Repairs** **1.16.2026** **PO 055447 issued - Gazebo Repairs [Avant] MILTON** **PO 055475 issued - Gazebo Repairs [Avant] IAN** **2.18.2026** **REQ 69223 - Gazebo Railing** **3.24.2026** **Invoices and backup sent to procurment for payment.** **10.15.2026** **PO 056111 - Gazebo Railing issued**	**80%**
	AF	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 55875 - Hans Wilson Permitting	**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** **8.11.2026** **SA25 approved. PO55875 Issued - Hans Wilson permitting**	**55%**
	ABC	PW-25-007	Adrienne Pier	Adrienne	MILPRS	113-1515-519.46-00	NO	69187 - Hans Wilson Permitting	55868 - Hans Wilson Permitting	**2.5.2025** **REQ 69187 - Hans Wilson Permitting** **3.31.2026** **B2025155/SA20 Issued to Hans Wilson to complete scope of work and costing.** **8.10.2026** **PO 55868 issued - Hans Wilson Permitting**	**55%**
	AF	PW-25-008	Ponce Park Concrete Dock	Ponce de Leon Park	PONDOC	301-3004-519.63-00	NO	68899 - Hans Wilson Permitting	55858 - 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** **8.5.2026** **PO 55858 issued - Hans Wilson Permitting**	**55%**
	AF	PW-25-009	Bayfront Dinghy Docks	Punta Gorda Boat Club	MILBAY	113-0919-519.46-12	YES	69188 - Hans Wilson Permitting	55870 - Hans Wilson Permitting	**10.8.2025** **SOW & SOV completed** **2.5.2026** **REQ 69188 - Hans Wilson Permitting** **3.31.2026** **B2025156/SA21 Issued to Hans Wilson to complete scope of work and costing.** **8.10.2026** **PO 55870 issued - Hans Wilson Permitting**	**55%**

	TM	PW-25-011	Cooper Rec Main Building Repairs	Cooper Rec	IANCOO	113-1515-519.46-01	YES	69299 - Roof Repair 69626 - A/C Repair		**3.18.2026** **REQ 69299 - Roof Repair (modified 6.12.2026)** **6.12.2026** **REQ 69626 - AC Repair** 9.24.2026.2026 Edits made to solicitations and returned to procurement	**35%**
	TM	PW-25-013	Public Safety Repairs	1410 Tamiami	IANPSB	113-1515-519.46-01	YES			07.20.2026 No mold issues were discovered. Public works is moving forward with exterior repairs to the main building and gym building.	**10%**
	AF	PW-25-015	Herald Court Centre Repairs	Herald Court	IANHCT	113-1515-519.46-01	YES			07.20.2026 Public Works is actively reviewing scope of work and anticipates entering a requisition for repairs the week of July 27th.	**10%**
	AF	PW-25-016	Laishley Boat Ramp Docks	Laishley Marina	LPMGDS	450-0945-575.34-00	NO	69193 - Hans Wilson Permitting	55660 - Hans Wilson Permitting	**10.27.2025** **REQ 68858 submitted - Hans Wilson permitting** **5.13.2026** **REQ 68858 changed to 69193. Procurement applied incorrect number.** **5.18.2026** **PO 55660 Issued for Hans Wilson permitting** **6.30.2026** **Research & field work/data analysis complete. Invoice #1 submitted and sent to procurment.**	**55%**
	ABC	PW-25-017	MLK Pier	MLK	MILPRS	113-1515-519.46-00	YES	69189 - Hans Wilson Permitting	55871 - Hans Wilson Permitting	**2.5.2026** **REQ 69189 - Hans Wilson Permitting** **4.6.2026** **B2025/SA22 Issued to Hans Wilson to complete scope of work and costing.** **8.10.2026** **PO 55871 issued - Hans Wilson Permitting**	**55%**
	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** **09.11-2026** **Procurement is in the process of pre-qualifying submittal packages and processing reference surveys for each bidder.**	**45%**
	SU	PW-25-022	Herald Court Sealing	Herald Court	HCPARK	131-0947-545-46-01	NO	68834 - Herald Court Sealing	55730 - Herald Court Sealing	**10.22.2025** **REQ 68834 - Herald Court sealing** **10.24.2025** **PO Issued by Procurement** 06/08/26 Pre-Construction Meeting on 06/16/26 The permit has been released to the contractor 7/9/26 The contractor has submitted the NOC to the county 7/14/26 The PSA has gone out to the Public regading the closer for Oct 18-25. The contractor has scheduled to start grinding ramp 2 for Monday, October 5 at 8:00 PM.	**80%**
	AF	PW-25-024	Pirate Ship	Gilchrist Park	IANKID IDAKID	113-0919-519.63-24	YES	66827 - Original REQ 2024 (Cancelled) 69545 - Gilchrist Park - Pirate Ship		**5.27.2026** **REQ 69545 Gilchrist Park - Pirate Ship entered** **9.11.2026** Awaiting completion of engineering library which will have federalized consultants that can be used for the project rather than a separate Request for Qualification (RFQ) for engineering services as that process would take longer. Florida Consultants' Competitive Negation Act (CCNA) requires engineering services for this project to be a RFQ due to the overall construction costs for eth pirate ship and rubberized play surface.	**35%**
	ABC	PW-25-026	Mooring Field	Laishley						07.20.2026 The project did not recieive grant funds. Public Works is working on the mooring design and working with finance on funding sources.	**10%**

	TM	PW-25-027	Ponce Park Boardwalk	Ponce de Leon Park	MILPNB	113-0919-519.63-00	YES	69190 - Hans Wilson Permitting	55876 - Hans Wilson Permitting	**2.5.2026** **REQ 69190 - Hans Wilson Permitting** **4.6.2026** **B2025158/SA23 Issued to Hans Wilson to complete scope of work and costing.** **8.11.2026** **PO 55876 issued - Hans Wilson Permitting**	**55%**
		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	55659 - Hurricane Damage Assessment	**11.26.2025** **REQ 68998 Hurricane Damage Assessment** **03.31.2026** **B2025131/SA16 Issued to Hans Wilson to complete scope of work and costing.** **5.18.2026** **PO 55659 Hurricane Damage Assessment** **07.20.2026** **Public Works is working with consultant on floating dock repair options.**	**60%**
	SU	PW-25-030	Boca Grande Storm Water	Boca Grande Blvd	CABGDI CABGD2 CABGD3 CADGD4	301-3004-541.63-20 118-3007-541.63-20	NO	69043 - Boca Grande Construction 69231 - CEI Services		**12.12.2025** **Req 69043 entered** 04.02.2026 Working on procurment checklist for Fl Dept of Commerce and requesting revised cost estimate from Kimley-Horn. 10.14.2026 The construction bid closed on October 2nd.	**45%**
		PW-25-031	Hitoric City Hall Renovation	326 W Marion						This is an Urban Design Project	**5%**
		PW-25-034	Downtown Flooding - Phase III	Downtown	DWTNFD	301-3004-541.63-16	NO	67406 - Downtown Flood Study Phase III	55023 - Kimley-Horn	10.14.2026 Monthly progress meeting was occurred on October 9, 2026. We discussed several potential project areas with discussion regarding existing and project alternatives for different modeling conditions. We discussed preparation for a council update that will likely occur next month.	**60%**
		PW-25-035	Public Safety_FDEP	1410 S Tamiami Trail			NO			10.6.2026 Hold harmless agreement has been signed and returned. Meeting to be scheduled for early November	**25%**
	AF	PW-25-036	Fire Training Tower	10051 Burnt Store Rd	TRFAC	301-3004-522.62-00	NO	69595 - Fire Training Facility	055751 - Fire Training Facility	**6.16.2026** **Received NTP and contract documents from procurement** 10.15.2026 AFTS structure is in place. Field modifications to the stair and remaining assemblies to be completed tomorrow.	**90%**
	AF	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	55942 - Hans Wilson Permitting	**2.5.2026** **REQ 69191 Hans Wilson Permitting** **9.14.2026** **PO 55942 Issued**	**50%**
	AF	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**	**50%**
	AF	PW-26-003	Laishley Marina Concrete Docks	Laishley Marina	MILLAI	113-0945-575.63-00	YES	68858 - Hans Wilson Permitting	55939 - Hans Wilson Permittng	**2.5.2026** **REQ 69193 - Hans Wilson Permitting** **04.03.2026** **B2025131/SA25Issued to Hans Wilson to complete scope of work and costing.** **5.13.2026** **REQ 69193 changed to 68858. Procurement applied incorrect number.** 9.11.2026 PO 55939 issued 9-11-26.	**50%**
	AF	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	55867 - Hans Wilson Permitting	**2.5.2026** **REQ 69194 Hans Wilson Permitting** **3.31.2026** **B2025154/SA19 Issued to Hans Wilson to complete scope of work and costing.** **8.10.2026** **PO 55867 issued - Hans Wilson pemritting**	**55%**
		PW-26-006	Boca Grande CM & CEI	Punta Gorda	CABGD3	301-3004-541-6320		69231 - RFQ		**2.27.2026** **Req Entered** 10.14.2026 CEI/Construction Grant Management bid was released on October 1st.	**35%**

	TM	PW-26-007	Palm-Gill to McGregor Rebrick	Palm Ave			NO			09.11.2026 Requisition will be entered in October 2026.	10%
	TM	PW-26-009	Chambers Tint	Council Chambers	CHPRRH	118-3007-519-6202	NO	69926 - Tint for Chambers Lobby	55946 - Avant Construction	09.02.2026 PW entered the req and submitted the SOW to procurement **09.15.2026 PO was issued to Avant Construction** The contractor will be on-site Oct. 7 to install the tint.	55%
		PW-26-011	Public Safety Fence	Public Safety Building						Project bid process being led by Urban Design. Bid closed September 29, 2026	45%
	AF	PW-26-013	Laishley Marina Railing	Laishley Marina						9.11.2026 Project scope of work and specifications being reviewed by Engineering Department.	10%
		PW-26-014	Veteran's Gazebo	Veteran's Memorial Wall	IANLPG	113-0919-519-6300	YES	69429 - Veterans Park Gazebo Repair	055872 - Veterans Park Gazebo Repair	10.15.2026 Concrete piling repairs completed	70%
		PW-26-015	Indian Spring Cementry RD	Punta Gorda							5%
		PW-26-016	Huey Pad	Veteran's Park						10.14.2026 Submitted documents approved for on site work. Swift Mud permit exemption drwaing being finalized.	55%
	TM	PW-26-017	Annual Paving Rejuvenation	Punta Gorda	REJUV	114-0916-541-34-20	NO	70041 - Pavement Rejuvenation		**Req entered on October 1, 2026**	25%
		PW-26-018	Taylor Pipe Inspection	Harbor to Retta							5%
		PW-26-019	Old Hotel Marina	Old Hotel						**10.13.2026** **Private project with Public Works oversight (started)** 10.15.2026 Snow fence in place to deter pedestrian traffic through the empty lot. Material staging has begun and pile driving has commenced.	55%

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 %
2	Utility Water and Wastewater Master Plan - **ENGINEERING**	UTADMIN	UTMAST	411-8423-533-31-14	Engineering Checklist for Solicitation for Master Planning Services submitted to procurement.	**10%**
2	Lift Station 56 Rehab - **ENGINEERING**	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%**
2	WTP Water Use Permit - **ENGINEERING**	UTADMIN	RO-WUP	411-8422-533-65-02	Scope and fees received from Carollo On council agenda for award	**25%**
1	WTP Carbon Slurry System Replacement - **ENGINEERING**	WTP	CARBON	411-8422-533-63-04	Scope and fees received from Carollo. Req. 69896 entered. PO 56147 and notice to proceed issued 10/22/26	**25%**
2	Lift Station 30 Gravity Rehab - **ENGINEERING**	WW COLLECTIONS SYSTEM	LS30GS	411-8536-535-63-28	Requisition Entered 4/14/26. Procurement processing.	**25%**
2	WWTP Bio-Solids Off-Site Disposal - **ENGINEERING**	WWTP	OS-DIS	411-8711-535-63-31	Preliminary Design Report in progress, working through regulatory hurdles.	**25%**
1	WWTP Pond Liner Replacement - **ENGINEERING**	WWTP	WWPOND	411-8711-535-63-43	Req. 69365 entered 4/7/26	**25%**
2	Airport Road Water Main Replacement - **ENGINEERING**	DISTRIBUTION SYSTEM	BOOST	411-8423-533-63-21	JEI has been selected for engineering services.	**45%**
2	Via Tripoli Water Main Replacement - **ENGINEERING**	DISTRIBUTION SYSTEM	BOOST	411-8423-533-63-21	JEI has been selected for engineering services.	**45%**
2	Bal Harbor Water Main Replacement - **ENGINEERING**	DISTRIBUTION SYSTEM	BOOST	411-8423-533-63-21	JEI has been selected for engineering services.	**45%**
2	Tropicana Water Main Replacement - **ENGINEERING**	DISTRIBUTION SYSTEM	BOOST	411-8423-533-63-21	JEI has been selected for engineering services.	**45%**
2	Solona Water Main Replacement Upgrade - **ENGINEERING**	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%**

1	Burnt Store Rd Elevated Tank Improvement / Replacement - **ENGINEERING**	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%**
1	WTP RO Plant & Well Field Expansion - **ENGINEERING**	WTP	WTP-ROX	411-8422-533-65-02	Work assignment issued to Carollo. Procurement issued RFQ for Design Critera Package and Owner's Advisor. Close date for RFQ is 8/6/2026	**45%**
1	Henry St. 20" Force Main Replacement Crossing at I-75 **ENGINEERING**	WW COLLECTIONS SYSTEM	I75RFM	411-6836-535-63-67	City to request utility easement from property owners. Awaiting CCAA board to approve easement. Meeting 11/19/26	**55%**
1	WW Master & Booster Pumping Facility Upgrades - **ENGINEERING**	Master & Booster Pumping Facilities	MPFUPG	411-8711-535-63-33	Contract for PDR awarded to CDM 5-20-25. Estimated completion 12 months. PDR in QA/QC Forcemain upgrade from 14" to 20" from Henry to Education - Meeting with engineers took place 10/22/26	**60%**
1	WTP Alum Tank Storage Replacement	WTP	ALMTNK	411-8422-533-65-02	Under construction by Odyssey - Temporary tanks installed and electrical work underway. SCADA tie in complete. Concrete work for new permenant alum tanks underway.	**80%**
1	AMI Meter System Replacement	UTADMIN	AMIMTR	411-8423-533-31-14	AMI Study Complete Draft AMI RFP Package Received AMI RFP Package being finalized. Procurement RFP in review with legal. Protest of specificaitons recived from vendor. Provided final determination of protest as approved by legal. Pre-Bid Meeting scheduled for 11/30/2026	**80%**
1	WTP Ammonia Feed & Storage System Replacement	WTP	WPAMMO	411-8422-533-65-02	Under construction by Odyssey - Waiting for DEP clearance. SCADA tie in complete	**80%**
1	WWTP (Biosolids) Land Application	WWTP	LANDAP	411-8711-535-63-31	Completed the DEP permit. Permit issued. Working on annual update.	**80%**
1	WTP RO Acid Feed System Repair / Restoration	WTP	ROACID	411-8422-533-65-02	Under construction by Odyssey - Online and waiting for punch list for completion. SCADA tie in complete.	**95%**
1	WWTP Improvement/Expansion	WWTP	WWPEXP	411-8711-535-63-31	Completing punch list.	**95%**
2	WWTP Tank Coating	Master & Booster Pumping Facilities	WWP-TC	411-8711-535-63-31	Completed.	**100%**
2	WTP Hendrickson Dam Inspection and Maintenance	WTP	DAMINS	411-8422-533-63-30	Inspection complee, final report received.	**100%**
2	Soccoro Water Main Replacement	DISTRIBUTION SYSTEM	SOCCWM	411-8423-533-63-21	Completed by developer.	**100%**

2	Aqui Esta Water Main Replacement	DISTRIBUTION SYSTEM	ESTAWM	411-8423-533-63-21	Completed by developer.	**100%**
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%**
2	Riverside Drive Force Main Extension	WW COLLECTIONS SYSTEM	RIVFM	411-8536-535-63-67	Project design awarded to McKim and Creed 5-20-25. Very little progress at this time.	**100%**
3	WWTP Air Condititionng	WWTP	WWBUIL	411-8711-535-62-10		**100%**
1	WW Booster Pumping Facility Generator Replacement	Master & Booster Pumping Facilities	WWGEN	411-8711-535-63-39	Project was combined with MPF Upgrade.	
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.	
2	WTP Steel Building	WTP	WPBUIL	411-8422-533-65-02		
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.	
2	Curred In Place Pipe Lining	WW COLLECTIONS SYSTEM	CIPPLN	411-8536-535-63-56		

CITY COUNCIL
CITY OF PUNTA GORDA
11/18/2026

BOARDS / COMMITTEE

Title:	**Announcement of Vacancies:** Punta Gorda Isles Canal Advisory Committee (1 regular)
Funds:	Not applicable.
Recommended Action:	Staff recommends City Council announce the vacancy.
Summary:	There is a vacancy for a regular seat with a term set to expire in January 2027. The current member is not eligible for reappointment as they have completed the maximum number of terms. **Punta Gorda Isles Canal Advisory Committee (PGI CAC)** – Meets monthly on the third Monday at 1:30 p.m. in City Council Chambers. Must be resident of Punta Gorda Isles Canal Maintenance Assessment District. Five members with 1 alternate member. Three-year terms. Maximum of three terms. Financial disclosure required. Makes recommendations to City Council on effective maintenance of existing canals, waterways and navigable channels within the district, together with the maintenance and reconstruction of seawalls. Holds public hearings and makes final decision on petitions for Canal Construction Special Permits.
Department/Division:	City Clerk

EXHIBITS:

1. Punta Gorda Isles Canal Advisory Committee

City of Punta Gorda, FL

Punta Gorda Isles Canal Advisory Committee

Board Details

Makes recommendations to City Council on effective maintenance of existing canals, waterways and navigable channels within the district, together with the maintenance and reconstruction of seawalls. Holds public hearings and makes final decision on petitions for Canal Construction Special Permit. Must be resident of Punta Gorda Isles Canal Maintenance Assessment District to apply.

Overview

Size 6 Seats

Term Length 3 Years

Term Limit 3 Terms

Contact

Name Laurel Adelmund

Email LAdelmund@CityofPuntaGordaFL.com

Phone (941) 575-5002

Additional

Documents for New Appointees

Meetings

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

Duties

The Punta Gorda Isles Canal Advisory Committee shall have no authority other than as stipulated by the Bylaws and approved by the City Council. The Committee may: A. Make recommendations to the City Council on: 1. The effective maintenance of existing canals, waterways and navigable channels within the district together with the maintenance and reconstruction of bulkheads and retaining walls. 2. The adoption of construction standards for seawalls, docks, davits, boat lifts and associated pilings. 3. The proposed fiscal year operational budget, sources of revenue and any other expenditure of funds for the district. 4. Proposed ordinances or resolutions pertaining to district operations. 5. Requests to include lands not currently included within the district. 6. Requests for variances located on land abutting and lying within six feet of the seawall. B. Review and consider comments and concerns from residents related but not limited to enforcement issues such as excessive boat speeds, excessive wake, anchoring in navigable channels, illegal netting, operation of boats without lighting and interference with navigation in order to make recommendations and/or forward to the applicable City enforcement department. C. Decide on petitions for variances to the provisions of Punta Gorda Code Chapter 6, Article 2, Section 2-1.

CITY COUNCIL
CITY OF PUNTA GORDA
11/18/2026

BOARDS / COMMITTEE

Title: **Nominations:** Punta Gorda Isles Canal Advisory Committee (3 regular)

Funds: Not applicable.

Recommended Action: Staff recommends City Council nominate and appoint all applicants.

Summary: There is a vacancy for a 3-year term on a regular seat pursuant to a resignation. There are also two upcoming vacancies for regular seats with terms set to expire in January 2027.
James Merritt, currently an alternate on the Committee, is interested in and eligible to serve in a regular seat.
Harry Walberg, currently a regular member on the Committee, is interested in reappointment.
Robert Engelhart, currently a member on the Code Enforcement Board, is interested in appointment to the Punta Gorda Isles Canal Advisory Committee, which would require his resignation from the Code Enforcement Board.
Punta Gorda Isles Canal Advisory Committee (PGI CAC) – Meets monthly on the third Monday at 1:30 p.m. in City Council Chambers. Must be resident of Punta Gorda Isles Canal Maintenance Assessment District. Five members with 1 alternate member. Three-year terms. Maximum of three terms. Financial disclosure required.
Makes recommendations to City Council on effective maintenance of existing canals, waterways and navigable channels within the district, together with the maintenance and reconstruction of seawalls. Holds public hearings and makes final decision on petitions for Canal Construction Special Permits.

Department/Division: City Clerk

EXHIBITS:

1. Punta Gorda Isles Canal Advisory Committee
2. Merritt Application
3. Engelhart Application
4. Walberg Application

City of Punta Gorda, FL

Punta Gorda Isles Canal Advisory Committee

Board Details

Makes recommendations to City Council on effective maintenance of existing canals, waterways and navigable channels within the district, together with the maintenance and reconstruction of seawalls. Holds public hearings and makes final decision on petitions for Canal Construction Special Permit. Must be resident of Punta Gorda Isles Canal Maintenance Assessment District to apply.

Overview

Size 6 Seats

Term Length 3 Years

Term Limit 3 Terms

Contact

Name Laurel Adelmund

Email LAdelmund@CityofPuntaGordaFL.com

Phone (941) 575-5002

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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

James
First Name

A.
Middle Initial

Merritt
Last Name

jimmerritt51@gmail.com
Email Address

3640 Bal Harbor Blvd Apt 133
Home Address

Punta Gorda
City

FL
State

33950
Postal Code

Home: (941) 276-1553
Primary Phone

Mobile: (941) 276-1553
Alternate Phone

Do you reside within the incorporated City limits of Punta Gorda?

◉ Yes ○ No

Are you a full-time resident of the City?

◉ Yes ○ No

Resume_Jim_Merritt.doc
Upload a Resume

Why are you interested in serving on a board or commission?

As a 13 yr resident of the Isles and an avid boater I am interested in being a part of the process to provide safe and viable canal system.

Which Boards would you like to apply for?

Punta Gorda Isles Canal Advisory Committee: On Agenda

Question applies to multiple boards

Financial Disclosure Acknowledgement

If I am appointed to a board requiring financial disclosure, I agree to file the Form 1 Financial Disclosure and Form 1F Final Statement via the Florida Commission on Ethics online portal within the required timeframes.

☑ I Agree

Bylaws/Ordinances

I have reviewed the governing document(s) for the board(s) to which I am applying and understand what my role as a member will be, and I have the necessary time to devote to serving on the board(s) to which I am applying.

☑ I Agree

Compliance with Laws

I will comply with all applicable laws including, but not limited to, Florida's Public Records Law (Florida Statutes Chapter 119) and the Sunshine Law (Florida Statutes Section 286.011). I will review materials supplied on these subjects by the City Clerk's Office.

☑ I Agree

Question applies to Punta Gorda Isles Canal Advisory Committee

I am a resident of the Punta Gorda Isles Canal Maintenance Assessment District.

◉ Yes ○ No

Have you served on a City of Punta Gorda Board previously?

○ Yes ◉ No

Are you currently serving on a City Board?

○ Yes ◉ No

Are you a graduate of the Punta Gorda Citizens' Academy?

○ Yes ◉ No

Concluding Information

JAMES A. MERRITT
3640 Bal Harbor Blvd, Apt 133, Punta Gorda, FL 33950
jimmerritt51@gmail.com
941-276-1553

SUMMARY

Highly effective and experienced director level executive experienced in all aspects of lean manufacturing techniques. Change champion with a proven record of leading plant start-ups and challenging turnaround situations. Build highly effective cross-functional teams through consensus management and fostering an environment that allows individuals to reach their potential. Strategic leader with broad grasp of core business values.

PROFESSIONAL EXPERIENCE

Isles Yacht Club Punta Gorda, Florida 2012 to June, 2025
Dockmaster
Job description: Responsible for fuel inventory and management, full-time tenants, reciprocal transient dockage and maintenance of slips, and fuel and pump-out equipment. Also involved with yacht club facility maintenance. Supervised staff of four assistant dockmasters.

CHARLOTTE HARBOR SAILING Punta Gorda Florida 2016 to 2023
Charter Captain and Sailing Instructor
Worked as charter captain and certified ASA sailing instructor utilizing a Catalina 310 sailboat. Sunset tours through overnight instruction using my 100-ton master license and American Sailing Association instructor certifications.

SAILING HIATUS 2010 to 2012

After selling my inspection business my wife and I embarked on a trip to sail the west coast to the Panama Canal, transit and return to the USA.

WIN HOME INSPECTION Bellevue, Washington 2003 to 2010
Owner operator of franchise operation engaged in the inspection of homes for buyers and sellers. Operated a successful business built by referrals doing approximately 300 inspections annually.

PERFECT STARTS Puyallup, Washington 2002 to 2003
Created small business to cater to office with small automatic espresso machine and locally roasted gourmet beans.

TRC Kent, Washington 2001
Recruited by the President of TRC to act as Vice President of Operations on a consultant basis. TRC is a 4-million-dollar business in the automotive transmission replacement industry.

- Evaluated the operation for the suitability of lean manufacturing
- Evaluated the profitability of individual product lines

DERBY CYCLE (RALEIGH & DIAMONDBACK) Kent, Washington 1997 to 2001
Director of Manufacturing
Recruited by the President of Raleigh to update bicycle manufacturing operations and expand capacity. Responsible for the culturally diverse workforce during growth from 50 million to 140 million in sales.

- Responsible for West coast finished goods distribution of bicycles from two 100,000 sq. ft facilities in Washington and California.
- Responsible for a $10 million warehouse for raw materials. Led change in policies to improve inventory accuracy and turns.
- Led re-engineering process in wheel building that identified core issues, evaluated existing technologies, and built consensus on appropriate solutions. Program resulted in 50% quality improvement and 100k dollars in improved efficiencies.

- Engendered out of the box thinking resulting in an exquisitely simple solution to longstanding painting bottleneck. Implementation resulted in $400k savings and sufficient added capacity to eliminate the second shift.
- Led culture change from quantity ("close is good enough") to quality ("we expect to exceed customers' expectations) through innovative management and team building practices.
- Built relationships, educated, and monitored Far Eastern frame vendors by numerous visits to China and Taiwan to teach, observe, and communicate precise expectations. Significantly improved quality of frames and virtually eliminated rework.
- Transitioned hourly workforce from 25% temporary to 100% permanent, resulting in consistent quality and improved morale.
- Participated in setting acquisition strategies for two separate buyouts in the past three years.

PERSNICKETY'S Goodlettsville, Tennessee 1995 to 1997
Owner/Manager
Sold successful retail ice cream business at a profit when recruited to lead the operations at Raleigh Bicycle.

WILSON SPORTING GOODS 1978 to 1994

Plant Manager, Springfield, Tennessee 1990 to 1994
Selected by Wilson's President to convert an unprofitable, traditional, low margin factory to a streamlined responsive LEAN operation. Managed the national distribution center for golf bags and golf clothing.

Combining JIT manufacturing strategies with national distribution of bags and clothing to reduce inventory while improving out of stock and improve turns.

Managed nationwide call center and custom embroidery operation necessary to grow soft goods market share.

Gained acceptance of long-tenured employees, through pilot program, to move to lean cellular centers.
- Reduced lead times from 4-6 weeks to 72 hours.
- Reduced raw material and WIP inventory by 40% ($400,000).
- Reduced costs 15% by eliminating "nonvalue added" time

Plant Manager, St. Vincent, West Indies 1988 to 1990
Accepted overseas assignment to turn around failing $12 million dollar cost center, engaged in the manufacture of high performance, composite tennis rackets. Assignment required total immersion into the local culture and politics of the island, while maintaining the morale of my expatriate managers and their families.

- Built a multi-national team, to expand and modernize West Indies facility.
- Successfully introduced six new products including the first wide body large head racket to meet durability specifications.
- Vertically integrated operation by starting up the process to manufacture resin impregnated graphite sheets (Prepreg) resulting in $1 million dollar cost reduction.

Production Manager, Humboldt, Tennessee 1982 to 1988
Production Superintendent, Fountain Inn, South Carolina 1979 to 1982

EDUCATION AND AFFILIATIONS

B.S., Business Administration **Member of APICS since 1987**
University of Illinois
Champaign.Urbana, Illinois **US Coast Guard Sailing Master 100-Ton – expired 2025**

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☑ I Agree

Profile

Robert
First Name

J
Middle Initial

Engelhart
Last Name

cdrbob@yahoo.com
Email Address

3807 Turtle Dove Blvd
Home Address

Turtle Dove Blvd
Suite or Apt

Punta Gorda
City

FL
State

33950
Postal Code

Home: (941) 286-1257
Primary Phone

Mobile: (941) 286-1257
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

Bio-Brief_PG_Canal_Board_2026_Oct.doc
Upload a Resume

Why are you interested in serving on a board or commission?

To continue public service to serve my community. Living on a canal and being an active boater, the canals are important to me.

Which Boards would you like to apply for?

Punta Gorda Isles Canal Advisory Committee: Submitted

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☑ I Agree

Question applies to multiple boards

Would you be willing to serve as an alternate?

◉ Yes ○ No

Question applies to Punta Gorda Isles Canal Advisory Committee

I am a resident of the Punta Gorda Isles Canal Maintenance Assessment District.

◉ Yes ○ No

Have you served on a City of Punta Gorda Board previously?

○ Yes ◉ No

Please indicate the Board(s) of prior service and dates served.

Code Enforcement Board 2024 Oct to current PGPD VIPS 2021 to current

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

Concluding Information

ROBERT J. ENGELHART
CAPTAIN, UNITED STATES NAVY
RETIRED

I am a retired U.S. Navy Captain who has served in assignments around the world and across the country before moving to Punta Gorda in July 2019.

I have earned undergraduate and graduate degrees in Business Administration. I hav been an active boater most of adult life, and have earned a U. S. Coast Guard Master 50 ton license (current).

I also serve on the PG Code Enforcement Board and volunteer with PGPD VIPS Marine Patrol.

I enjoy Punta Gorda retired life with my wife Susan, participating in many sailing and car activities and visiting our daughter and grand children in NY state.

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

Harry (First Name) | G (Middle Initial) | Walberg (Last Name)

hwaalberg1745@comcast.net
Email Address

1745 Casey Key drive
Home Address

Punta Gorda (City) | FL (State) | 33950 (Postal Code)

Home: (941) 916-9493 (Primary Phone) | Mobile: (941) 889-9079 (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

HGW_Resume_2026.docx
Upload a Resume

Why are you interested in serving on a board or commission?

i am currently serving as Chairman of the Punta Gorda Isles Canal Advisory Committee. I have been active on the committee for two terms and would like to continue serving. I have been a long term boater and believe that our waterways, seawalls, docks, navigation, and safety is paramount to our city and communities. i also serve on the Charlotte County Alligator Creek MSBU and i believe by serving on both boards I can provide input and insight into retaining the interrelations and synergy within both waterways and tributaries.

Which Boards would you like to apply for?

Punta Gorda Isles Canal Advisory Committee: Submitted

Question applies to multiple boards

Financial Disclosure Acknowledgement

If I am appointed to a board requiring financial disclosure, I agree to file the Form 1 Financial Disclosure and Form 1F Final Statement via the Florida Commission on Ethics online portal within the required timeframes.

☑ I Agree

Bylaws/Ordinances

I have reviewed the governing document(s) for the board(s) to which I am applying and understand what my role as a member will be, and I have the necessary time to devote to serving on the board(s) to which I am applying.

☑ I Agree

Compliance with Laws

I will comply with all applicable laws including, but not limited to, Florida's Public Records Law (Florida Statutes Chapter 119) and the Sunshine Law (Florida Statutes Section 286.011). I will review materials supplied on these subjects by the City Clerk's Office.

☑ I Agree

Question applies to multiple boards

Would you be willing to serve as an alternate?

○ Yes ◉ No

Question applies to Punta Gorda Isles Canal Advisory Committee

I am a resident of the Punta Gorda Isles Canal Maintenance Assessment District.

◉ Yes ○ No

Have you served on a City of Punta Gorda Board previously?

◉ Yes ○ No

Please indicate the Board(s) of prior service and dates served.

Punta Gorda Isles Canal Advisory Committee. 2021 through 2026

Are you currently serving on a City Board?

◉ Yes ○ No

Which Board(s)?

Punta Gorda Isles Canal Advisory Committee

Are you a graduate of the Punta Gorda Citizens' Academy?

◉ Yes ○ No

Month and year of graduation:

March 2015 (I think)

Concluding Information

Harry G. Walberg

1745 Casey Key Drive
Punta Gorda, Florida 33950
941-916-9493
E-mail: wally51@aol.com
h.walberg1745@comcast.net

CURRENT STATUS: Retired

CURRENT ACTIVITIES:

Chairman of Punta Gorda Isles Canal Advisory Committee
Member of Charlotte County Alligator Creek Waterway Advisory Committee
Member of Punta Gorda Isles Yacht Club

OBJECTIVE: To remain active in personal and community projects where I can use my vast background in Information Technology and Management to achieve personal and community goals.

PROFESSIONAL SUMMARY: 42 years experience in the Information Technology Industry. Due to acquisitions and mergers, three major Information Technology Services companies have retained my services. I have held positions in Field Engineering, Operations Management, Hardware and Services Sales, National Account Management, Sales Management and Executive positions. I am a task-oriented manager with strong interpersonal skills. I always strive to reach my goals and consider the company's goals to be of the highest priority.

PROFESSIONAL EXPERIENCE:

Northrop Grumman Corporation 2002 - 2011

2002-2003
New York, NY
Northrop Grumman Information Technology – Commercial, State, and Local Government Group
Responsible for the introduction of all Northrop Grumman Information Technology products and services into new target accounts and existing major accounts in the NYC area. This program led to on-going relationships with MTA, NYCTA, DOIIT, Amalgamated Bank and Pension, among others.

2003-2004
Herndon, VA/New York City
Northrop Grumman IT – Commercial, State and, Local Government Group

Assigned as Capture Manager and named Program Manager for New York City Transit Authority. During this twenty month engagement, I led the capture group through campaign, proposal, financial and, contractual programs. Programs resulted in a joint contract with Unisys, IBM, and Northrop Grumman. In addition, I was the Program Manager responsible for initiating all project planning sessions for the NYC wireless programs. Secured Data Center and Distributed Systems contracts valued in excess of $235M.

2004-2005
Herndon, VA
NGIT – CSL
CSL Strategic Capture Manager for the US Army Corps of Engineers (USACE) , the GSA – GWAC Alliant program and, the IRS IT Program re-compete. Contract renewals and contract additions of $250M.

2005
Herndon, VA
Northrop Grumman Info Technology - Commercial Systems
Capture Manager for re-compete of The Peace Corp. international IT contract. Led the capture/proposal team through solutioning, proposal development, financial and contractual actions, and negotiations. Program succeeded in securing a contract renewal for seven years valued at $85M.

2005-2006
Indianapolis, IN
Northrop Grumman Info Technology- County, State, and Local Governments
Program Manager for the Marion County/City of Indianapolis Asset Management Program and subsequent merger of the City of Indianapolis and Marion County Law Enforcement Agencies IT Departments. Project included the development, planning, implementation, and operational programs. The acceptance of this program allowed NGIT to retain the $150M annual contract for an additional five year period.

2006
Little Rock, AK
NGIT – CSL
Capture Manager for the recompete of the Arkansas Department of Health and Human Services contract. I worked with the on-site technology team and the corporate capture team to develop a customer intimacy plan that evolved into a successful re-contract worth over $91M for seven additional years.

2006-2007
Indianapolis, IN
NGIT – CSL State and Local
Strategic Capture Manager assigned to City of Indianapolis to develop a the strategy and contract (due to commence in 2009) that would include a data center transformation, virtual and cloud

computing programs and the on-going transition programs. Stratgic plan included a newly created data center virtualization model and a hosting plan that allowed for migration from existing centralized data center and distributed systems architectures. Program was put on hold due to political changes with the city of Indianapolis. Program was re-established and finalized in 2010.

2007-2008
New York City, NY
NGIT – NYC Wireless
Program Manager for refinement of LMSI (Lower Manhattan Security Initiative) program. Involved with all aspects of developing and improving security systems and future security initiatives within lower Manhattan. (Program was replicated and developed for mid-town Manhattan). Project was managed under the directives of Homeland Security and NSA guidelines. I worked with NYC Win (wireless, identification , and networking) team to propose and deliver add on task orders and projects under the NYC Wireless program and contract. Worked with the NYC Fire Dept.on the Touchtable project, which led to the sale of two interactive fire detection and mobilization systems. Partnered with the NYC Police Department and Shotspotters Inc. to develop and install a gunshot detection system in the five boroughs of NYC. This was the first of a system that was eventually installed in over 25 major metropolitan areas.

2008-2009
Chantilly & McLean, VA
NGIT – Enterprise Infrastructure

Program Manager for various Strategic Capture teams engaged in classified projects including Air Force-Netcents II and DOJ – ATF.

DecisionOne Corporation 1995- 2010

1995 – 2002
New York, NY

Vice President/Director of Product Line Sales – Centrally Managed Systems

A merger of Decision Servcom INC. and Bell Atlantic Business Systems Services formed DecisionOne in 1995. The position of VP/Director of Product Line Sales was created in July 2000 and supports all of DecisionOne's sales organizations. Directed all activity related to the company's Centrally Managed Systems (CMS) product line. Supported all DecisionOne's sales organizations via the Product Line Sales organization. Retained revenues in excess of $200 million

and achieved new business goals in excess of $40 million. Provided executive leadership to the development of new CMS products and services, market analysis interpretation, and the budget process relating to CMS products and sales. Managed the Company's Opportunity Management Process and Executive Briefing Center process and procedures. Designed, published, and delivered CMS training to the company's sales organizations.

Area Sales Vice President

Sales executive responsible for the Company's existing Customer base and all new sales activity in the eastern half of the United States. Supervised the productivity of 12 Regional Sales Directors, 100+ Sales Professionals, 12 Sales Support Engineers, Proposal Specialists, and Sales Administration. Exceeded targets for retention of a customer base exceeding $300 million and an annual new business revenue goal in excess of $60 million.

Regional Sales Vice President – Northeast Region

Achieved Regional Sales goals 4 out of 5 years and achieved Top Regional Status in the company for 3 years. Provided team leadership to a professional sales organization required to grow the existing customer base and achieve new customer sales goals throughout the Mid-Atlantic and Northeastern States. Managed 3 Regional Sales Directors, 40 Sales professionals and related sales support organizations. Prepared regional sales quotas and budgets, training requirements, personnel development plans, and market strategies.

1991-1995
Bell Atlantic Business Systems Services, New York, NY
Area/Regional Sales Director

A merger between Control Data Corporation-Engineering Services Division and Sorbus Inc. formed Bell Atlantic Business Systems Services in 1990

Responsible for new sales activity in Metropolitan New York/New Jersey, Long Island, Westchester County NY and Fairfield County, Connecticut. Directly supervised 20 plus Sales Representatives and Sales Support personnel. Consistently achieved new annual sales goals of $7 to $12 million. Designed account management programs, employee development and training, departmental budgets, and strategic and tactical sales review criteria.

1990-1991
National Account Manager

Sales leadership for total sales activity for two major accounts, Citicorp and Ingersoll Rand. Initiated a relationship with ITT Corporation that developed ITT into a National Account. Maintained annual revenues exceeding $4.5 million.

Control Data Corporation 1969- 1989
New York, NY
Positions Held:
National Account Manager-Citicorp, Ingersoll Rand, ITT, National Westminster Bank
Senior Sales Representative-Mainframes and peripheral systems
New Market Development Manager-Personal Computers National Program
Sales Representative-Hardware and Services
Branch Operations Manager-Metro NY Customer Support Services
Service Center Manager-NYC, LI
Field Engineer-CDC Systems, IBM Systems, Dec Systems, etc.

EDUCATION

Internal Corporate Management and Sales training exceeding 1000 hours.
Sample of courses completed include:

Labor Relations, Management by Objectives, Accounting Fundamentals, Planning and Budget Controls. Leadership Skills, Understanding Financial Statements, Selling the Psychological Approach, Selling the Strategic Approach, Cost Analysis and Planning, Trade Regulations, Coaching Employees, Advanced Management Skills, Miller Heiman Strategic Selling, Solution Selling, BASE Training, Advanced Management Skills, etc.

PMI Certified PMP, Lean Six Sigma (Black Belt), Asset Management Professional, IT Professional.

New York Institute of Technology, Central Islip, NY
Master of Science in Telecommunications Management 1988-1996 (Not Complete-need 6 credits to complete). Cumulative average: 3.8/4.0

New York Institute of Technology, Commack, NY
1972-1978
Business Administration-Marketing Option

Nassau Community College, Garden city, NY
1964-1966
Engineering Sciences

HONORS AND AWARDS:

Recipient of over 40 personal and organizational awards during a 40 year technical and sales career.

Inducted into twenty 100% and Summit Clubs

Achieved “Presidents Circle” as a Regional V.P. for the two years.

SKILLS:

Personal Computer literacy: Familiar with DOS, Windows, MS Office Professional, Lotus Notes, Web browsers, MS Project, etc.

Military Background:
1966 – 1969 US Army – Army Security Agency/DISA – SHAPE (Supreme Headquarters Allied Powers in Europe; AFCENT (Allied Forces Central Europe).
Multiple Security Clearances

CITY COUNCIL
CITY OF PUNTA GORDA
11/18/2026

REPORTS FROM CITY OFFICERS

Title: City Clerk

Funds:

Recommended Action:

Summary:

Department/Division: City Manager

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
11/18/2026

REPORTS FROM CITY OFFICERS

Title: City Manager

Funds:

Recommended Action:

Summary:

Department/Division: City Manager

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
11/18/2026

REPORTS FROM CITY OFFICERS

Title: City Attorney

Funds:

Recommended Action:

Summary:

Department/Division: City Manager

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
11/18/2026

PUBLIC INPUT

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

Funds: Not applicable.

Recommended Action:

Summary:

Department/Division: City Manager

EXHIBITS: