



CITY COUNCIL AGENDA
900 WEST MARION AVENUE, PUNTA GORDA, FLORIDA 33950
JULY 10, 2024, 9:00 AM

MEMBERS

Lynne R. Matthews, Mayor
William Dryburgh, Vice-Mayor
Donna C. Peterman, Councilmember
Melissa Lockhart, Councilmember
Debi Lux, Councilmember

CITY OFFICIALS

Gregory B. Murray, City Manager
Sara Welch, City Clerk
David Levin, City Attorney

CALL TO ORDER

Roll Call
Invocation
Pledge of Allegiance
Announcements
Next Meeting - August 21, 2024

AGENDA APPROVAL

1. PROCLAMATIONS / PRESENTATIONS

- 1.a [Service Award](#)
- 1.b [Award of Merit - City of Punta Gorda Comprehensive Plan 2045](#)

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. ORDINANCES / RESOLUTIONS
(No Public Hearing Required)

- 3.a [MissionSquare Ordinance](#)

4. CONSENT AGENDA

- 4.a Advance Proof of Loss
- 4.b Mutual Aid Agreement between the City of Punta Gorda and the Charlotte County Sheriff's Office.
- 4.c Amendment No. 1 Agreement between the School Board of Charlotte County, Florida and The City Council for The City of Punta Gorda, Florida and the Punta Gorda Police Department.
- 4.d Award of Amendment #2 to Marine Contracting Group, Inc. of Punta Gorda, FL to add additional work/zones to their existing Agreement (F2022112AgreeMar).

5. **REGULAR AGENDA**

- 5.a A Resolution of the City Council of the City of Punta Gorda, Florida, adopting a proposed millage rate for the Fiscal Year 2024-2025; setting a date, time and place of public hearing to consider the adoption of the tentative millage rate and proposed budget; and providing an effective date.
- 5.b FY 2025 Budget Status Update for Gas Tax Funds
- 5.c Fiscal Year 2025-2029 Utilities Capital Improvements Program and Fiscal Year 2025 Utilities Operations Budget Status Update
- 5.d FY 2025 Budget Status Update for Building Fund, City Leased Property Fund, and Marina Fund

6. **BURNT STORE ISLES CANAL MAINTENANCE ASSESSMENT DISTRICT**

- 6.a A Resolution of the City Council of the City of Punta Gorda, Florida adopting a tentative levy of annual special assessment for the Burnt Store Isles Canal Maintenance Assessment District for Fiscal Year 2024-2025; setting a date, time and place of public hearing to consider final adoption of the assessment; and providing an effective date.

7. **PUNTA GORDA ISLES CANAL MAINTENANCE ASSESSMENT DISTRICT**

- 7.a A Resolution of the City Council of the City of Punta Gorda, Florida adopting a tentative levy of annual special assessment for the Punta Gorda Isles Canal Maintenance Assessment District for Fiscal Year 2024-2025; setting a date, time and place of public hearing to consider the final adoption of the assessment; and providing an effective date.

8. **CITY OF PUNTA GORDA LOT MOWING ASSESSMENT DISTRICT**

- 8.a A Resolution of the City Council of the City of Punta Gorda, Florida, adopting a tentative levy of annual special assessment for the City of Punta Gorda Lot Mowing Assessment District for Fiscal Year 2024-2025; setting a date, time and place of public hearing to consider final adoption of the assessment; and providing an effective date.

9. **BOARDS / COMMITTEE**

- 9.a Announcement of Vacancies: Building Board (1 consumer advocate, 1 contractor, and 1 alternate)
- 9.b Announcement of Vacancies: Code Enforcement Board (1 alternate)

- 9.c [Announcement of Vacancies: Donation Review Committee \(1 historic non-profit representative\)](#)
- 9.d [Announcement of Vacancies: Historic Preservation Advisory Board \(1 alternate\)](#)
- 9.e [Announcement of Vacancies: Planning Commission \(1 regular\)](#)
- 9.f [Announcement of Vacancies: Utility Advisory Board \(1 regular seat\)](#)
- 9.g [Appointments: Code Enforcement Board \(1 regular\)](#)

10. REPORTS FROM CITY OFFICERS

- 10.a City Manager
 City Attorney
 City Clerk

11. COUNCIL MEMBER COMMENTS

- 11.a Mayor
 Councilmembers

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
07/10/2024**

PROCLAMATIONS / PRESENTATIONS

Title: Service Award

Funds:

Recommended Action:

Summary: 15 Year Service Award - Police Captain Operations, Norman Nahra,
Punta Gorda Police Department

Department/Division: City Manager

EXHIBITS:

**CITY COUNCIL
CITY OF PUNTA GORDA
07/10/2024**

PROCLAMATIONS / PRESENTATIONS

Title: Award of Merit - City of Punta Gorda Comprehensive Plan 2045

Funds: Not applicable

Recommended Action: Mayor Matthews present the award, which would be accepted by

Summary: The Florida Chapter of the American Planning Association (APA Florida) announced the recipients of its 2024 Project Awards. The APA Florida Project Awards program provides the chapter the opportunity to recognize outstanding planning projects throughout the state at its annual Florida Planning Conference. The program provides APA Florida members with the chance to see and learn about development, conservation, government, or environmental projects, where exceptional planning has had a positive impact on the outcome. The Project Awards recipients will be recognized during the Opening Session on Wednesday, Sept. 4, at the 2024 Florida Planning Conference in Tampa.

Department/Division: City Manager

EXHIBITS:

**CITY COUNCIL
CITY OF PUNTA GORDA
07/10/2024**

ORDINANCES / RESOLUTIONS
(No Public Hearing Required)

Title: MissionSquare Ordinance

Funds: Not applicable

Recommended Action: City Council approval.

Summary: An ordinance of the City of Punta Gorda, Florida, amending its 401(a) and 457(b) retirement plans by amending and restating the City of Punta Gorda municipal employees' retirement system, adopted pursuant to ordinance NO. 1286-00, as subsequently amended; adopting the MissionSquare Retirement governmental money purchase plan; approving the MissionSquare Retirement Governmental Money Purchase Plan adoption agreement; providing for severability of provisions; repealing all ordinances in conflict herewith and providing an effective date.

Department/Division: City Manager

EXHIBITS:

1. [MissionSquare Retirement Plan Ordinance](#)
2. [Adoption Agreement](#)
3. [457 Amendment Cover Letter](#)
4. [401\(a\) Amendment Cover Letter](#)
5. [Optional Provisions Election Form](#)

CITY OF PUNTA GORDA
ORDINANCE NO: _____

AN ORDINANCE OF THE CITY OF PUNTA GORDA, FLORIDA AMENDING ITS 401 (a) AND 457 (b) RETIREMENT PLANS BY AMENDING AND RESTATING THE CITY OF PUNTA GORDA MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM, ADOPTED PURSUANT TO ORDINANCE NO. 1286-00, AS SUBSEQUENTLY AMENDED; ADOPTING THE MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN; APPROVING THE MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN ADOPTION AGREEMENT; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Punta Gorda, Florida has established a 401(a) Defined Contribution Retirement Plan for its employees by providing funds for retirement and funds for their beneficiaries in the event of death; and

WHEREAS, the City of Punta Gorda, Florida has established an optional 457 Governmental Deferred Compensation Plan for its full-time employees; and

WHEREAS, the City of Punta Gorda, Florida desires to amend its 401(a) Defined Contribution Retirement Plan to raise the minimum contribution to 6% effective October 1, 2024 allowing employees to decide between the Defined Contribution Plan or a Defined Benefit Plan, and use the existing 401(a) funds as a rollover to purchase years of service in the Defined Benefit Plan should they so choose; and

WHEREAS, the City of Punta Gorda, Florida desires to amend its optional 457b Governmental Deferred Compensation Plan to accommodate the 401a plan changes while keeping the City matching funds capped at 10%. effective October 1, 2024.

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

I. The MissionSquare Retirement Governmental Money Purchase Plan for non-union full time General Employees, attached hereto and incorporated herein as Exhibit "A", is hereby adopted.

II. The MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement, attached hereto and incorporated herein as Exhibit "B", is hereby approved and the Mayor is hereby authorized to sign said Agreement on behalf of the City

III. It is the declared intent of the City Council that, if any section, subsection, sentence, clause, phrase or provision of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

IV. Any Ordinance or parts of Ordinances in conflict herewith are repealed to the extent of such conflict.

V. This Ordinance shall take effect immediately upon its adoption.

ADOPTED in regular session of the City Council of the City of Punta Gorda, Florida this _____ day of _____, 2024.

LYNNE R. MATTHEWS, Mayor

ATTEST:

SARA WELCH, City Clerk

APPROVED AS TO FORM:

DAVID M. LEVIN, City Attorney.

ICMA Retirement Corporation
doing business as

MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

MissionSquare
RETIREMENT

MissionSquare Retirement
Governmental Money Purchase Plan Adoption Agreement

Plan Number: 107867

The Employer hereby establishes a Money Purchase Plan to be known as CITY OF PUNTA GORDA (FPDP) (the "Plan") in the form of the MissionSquare Retirement Governmental Money Purchase Plan.

New Plan or Amendment and Restatement (Check One):

[X] Amendment and Restatement

This Plan is an amendment and restatement of an existing defined contribution Money Purchase Plan. Please specify the name of the defined contribution Money Purchase Plan which this Plan hereby amends and restates: CITY OF PUNTA GORDA (FPDP)

Effective Date of Restatement. The effective date of the Plan shall be: 10/01/2024

(Note: The effective date can be no earlier than the first day of the Plan Year in which this restatement is adopted. If no date is provided, by default, the effective date will be the first day of the Plan Year in which the restatement is adopted.)

[] New Plan

Effective Date of New Plan. The effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate effective date is hereby specified:

(Note: An alternate effective date can be no earlier than the first day of the Plan Year in which the Plan is adopted.)

I. EMPLOYER: CITY OF PUNTA GORDA

(The Employer must be a governmental entity under Internal Revenue Code § 414(d))

II. SPECIAL EFFECTIVE DATES

Please note here any elections in the Adoption Agreement with an effective date that is different from that noted above.

(Note provision and effective date.)

III. PLAN YEAR

The Plan Year will be:

- [X] January 1 – December 31 (Default)
[] The 12 month period ending Month Day

IV. Normal Retirement Age shall be age 65 (not less than 55 nor in excess of 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

In 2016, the Internal Revenue Service proposed regulations that would provide rules for determining whether a governmental pension plan's normal retirement age satisfies the Internal Revenue Code's qualification requirements. A normal retirement age that is age 62 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. Whether an age below 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, says that a normal retirement age that is age 50 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed if the participants to which this normal retirement age applies are qualified public safety employees (within the meaning of section 72(t)(10)(B)). These regulations are proposed to be effective for employees hired during plan years beginning on or after the later of: (1) January 1, 2017; or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register. In the meantime, however, governmental plan sponsors may rely on these proposed regulations.

In lieu of age-based Normal Retirement Age, the Plan shall use the following age and service-based Normal Retirement Age _____

Important Note to Employers: Before using a Normal Retirement Age based on age and service, a plan sponsor should review the proposed regulations (81 Fed. Reg. 4599 (Jan. 27, 2016)) and consult counsel.

V. COVERED EMPLOYMENT CLASSIFICATIONS

1. The following group or groups of Employees are eligible to participate in the Plan:

- ☐ All Employees
- ☐ All Full Time Employees
- ☐ Salaried Employees
- ☐ Non union Employees
- ☐ Management Employees
- ☐ Public Safety Employees
- ☐ General Employees
- ☒ Other Employees (Specify the group(s) of eligible Employees below. Do not specify Employees by name.
Specific positions are acceptable.) All non-union full time General employees are eligible to participate in the 401(a) plan.

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment.

Note: As stated in Sections 4.08 and 4.09, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. Period of Service required for participation

☒ N/A – The Employer hereby waives the requirement of a Period of Service for participation. Employees are eligible to participate upon employment. (*'N/A' is the default provision under the Plan if no selection is made.*)

☐ Yes. The required Period of Service shall be _____ months (not to exceed 12 months).

The Period of Service selected by the Employer shall apply to all Employees within the Covered Employment Classification.

3. Minimum Age (Select One) – A minimum age requirement is hereby specified for eligibility to participate.

☐ Yes. Age _____ (*not to exceed age 21*).

☒ N/A – No minimum age applies (*'N/A' is the default provision under the Plan if no selection is made.*)

VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Mandatory Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

☒ A. Fixed Employer Contributions. The Employer shall contribute on behalf of each Participant 6 _____ % of Earnings or \$ _____ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

☒ are required ☐ are not required

to be eligible for this Employer Contribution.

☒ B. Mandatory Participant Contributions for Plan Participation

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

☒ Yes ☐ No

Employee Opt-In Mandatory Contributions. To the extent that Mandatory Participant Contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity, when first eligible to participate in the Plan or any other plan or arrangement of the Employer described in Code section 219(g)(5)(A) to irrevocably elect to contribute Mandatory Participant Contributions by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

☐ Yes ☒ No

Contribution Schedule. (Any percentage or dollar amount entered below must be greater than 0% or \$0.)

i. 6 _____ % of Earnings,

ii. \$ _____, or

iii. a whole percentage of Earnings between the range of _____ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up." The Employer hereby elects to "pick up" the Mandatory Participant Contributions¹ (pickup is required if Option A is not selected)

☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

☒ C. Election Window (Complete if Option B is selected):

Newly eligible Employees shall be provided an election window of _____ days (no more than 60 calendar-days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to make Employer Matching Contributions as follows:

☐ **Fixed Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant _____ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____ % of Earnings or \$ _____. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the Voluntary Participant Contributions in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

¹Neither an IRS opinion letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting Employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

[] Variable Employer Match of After-Tax Voluntary Participant Contributions. (Do not complete unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Voluntary Participant Contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is [] more or [] less.

[] Fixed Employer Match of Participant 457(b) Plan Deferrals. The Employer shall contribute on behalf of each Participant _____ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has deferred _____ % of Earnings or \$ _____ to the Employer's 457(b) deferred compensation plan. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the required 457(b) deferrals in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

[X] Variable Employer Match of Participant 457(b) Plan Deferrals.

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

See Addendum _____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is [] more or [] less.

3. Each Participant may make a Voluntary Participant Contribution, subject to the limitations of Section 4.06 and Article V of the Plan

[] Yes [X] No (*'No' is the default provision under the Plan if no selection is made.*)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

[] Weekly [X] Biweekly [] Monthly [] Annually in _____ (*specify month*)

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

☐ Weekly ☒ Biweekly ☐ Monthly ☐ Annually in _____ (*specify month*)

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

A. Plan contributions will be made based on differential wage payments:

☐ Yes ☒ No (*'Yes' is the default provision under the Plan if no selection is made.*)

B. Participants who die or become disabled will receive Plan contributions with respect to such service:

☐ Yes ☒ No (*'No' is the default provision under the Plan if no selection is made.*)

VII. Earnings

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

☒ Yes ☐ No (*'No' is the default provision under the Plan if no selection is made.*)

2. Bonuses

☒ Yes ☐ No (*'No' is the default provision under the Plan if no selection is made.*)

3. Other Pay (specifically describe any other types of pay to be included below)

VIII. ROLLOVER PROVISIONS

1. The Employer will permit Rollover Contributions in accordance with Section 4.13 of the Plan:

☒ Yes ☐ No (*'Yes' is the default provision under the Plan if no selection is made.*)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply, unless another method has been indicated below.

[] Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any Excess Amounts, in a manner that precludes Employer discretion.) _____

2. The Limitation Year is the following 12 consecutive month period: _____

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the Code's vesting requirements in effect on September 1, 1974 and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percentage - from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

The following vesting schedule may apply to a Participant's interest in his/her Employer Contribution Account. The vesting schedule does not apply to Elective Deferrals, Catch-up Contributions, Mandatory Participant Contributions, Rollover Contributions, Voluntary Participant Contributions, Deductible Employee Contributions, Employee Designated Final Pay Contributions, and Employee Designated Accrued Leave Contributions, and the earnings thereon.

Period of Service Completed	Percent Vested
Zero	0%
One	0%
Two	0%
Three	0%
Four	0%
Five	100%
Six	%
Seven	%
Eight	%
Nine	%
Ten	%

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a Participant attains (select one of the below options):
☒ Normal Retirement Age
☐ 70 ½ (*'70 ½' is the default provision under the Plan if no selection is made.*)
☐ Alternate age (after Normal Retirement Age): _____
☐ Not permitted at any age
2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.
☒ Yes ☐ No (*'Yes' is the default provision under the Plan if no selection is made.*)
3. Tax-free distributions of up to \$3,000 for the direct payment of Qualified Health Insurance Premiums for Eligible Retired Public Safety Officers are available under the Plan.
☒ Yes ☐ No (*'No' is the default provision under the Plan if no selection is made.*)
4. In-service distributions of the Rollover Account are permitted under the Plan as provided in Section 9.07
☒ Yes ☐ No (*'No' is the default provision under the Plan if no selection is made.*)
5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:
☐ Yes ☒ No (*'No' is the default provision under the Plan if no selection is made.*)

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- ☒ 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum.
The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- ☐ 2. Beneficiary Spousal Consent Election (Article XII of the Plan will apply if option 2 is selected).
The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
- ☐ 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If option 3 is selected, the spousal consent requirements in Article XII of the Plan also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

(Under the Plan's definitions, Earnings automatically include leave cashouts paid by the later of 2 ½ months after severance from employment or the end of the calendar year. If the Plan will provide additional contributions based on the Participant's final paycheck attributable to Accrued Leave, please provide instructions in this section. Otherwise, leave this section blank.)

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected. The following group of Employees shall be eligible for Final Pay Contributions:

☒ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Final Pay shall be defined as (select one):

☒ A. Accrued unpaid vacation

☐ B. Accrued unpaid sick leave

☐ C. Accrued unpaid vacation and sick leave

☐ D. Other *(insert definition of Final Pay - must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave):*

☐ **1. Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____% of their Final Pay to the Plan (subject to the limitations of Article V of the Plan).

☒ **2. Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of Final Pay to be contributed) or up to 100% (insert maximum percentage of Final Pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for unpaid Accrued Leave Contributions annually if either 1 or 2 is selected below. The following group of Employees shall be eligible for Accrued Leave Contributions:

☐ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Accrued Leave shall be defined as (select one):

☐ A. Accrued unpaid vacation

☐ B. Accrued unpaid sick leave

☐ C. Accrued unpaid vacation and sick leave

☐ D. Other (insert definition of Accrued Leave that is bona fide vacation and/or sick leave):

[] 1. Employer Accrued Leave Contribution. The Employer shall contribute as follows

(choose one of the following options):

[] For each Plan Year, the Employer shall contribute on behalf of each eligible Participant the unused Accrued Leave in excess of _____ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).

[] For each Plan Year, the Employer shall contribute on behalf of each eligible Participant _____% of un- used Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

[] 2. Employee Designated Accrued Leave Contribution

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to annually contribute _____% (insert fixed percentage of unpaid Accrued Leave to be contributed) or up to _____% (insert maximum percentage of unpaid Accrued Leave to be contributed) of unpaid Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Employer understands that this Adoption Agreement is to be used with only the MissionSquare Retirement Money Purchase Plan. This MissionSquare Retirement Governmental Money Purchase Plan is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on December 31, 2018 and received approval on June 30, 2020.

The Plan Administrator will inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation, doing business as MissionSquare Retirement, as the Plan Administrator pursuant to the terms and conditions of the MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN.

The Employer hereby agrees to the provisions of the Plan.

- XVIII.** The Employer understands that it must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatements of the Plan, a new Adoption Agreement must be completed. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.
- XIX.** An adopting Employer may rely on an Opinion Letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter issued with respect to the Plan and in Rev. Proc. 2017-41.

In Witness Whereof, the Employer hereby causes this Money Purchase Plan Adoption Agreement to be executed.

EMPLOYER SIGNATURE & DATE

Signature of Authorized Plan Representative: _____

Print Name: Lynne R. Matthews

Title: Mayor

Attest: N/A

Date: ____/____/____.

For inquiries regarding adoption of the plan, the meaning of plan provisions, or the effect of the Opinion Letter, contact:

MissionSquare Retirement
777 N. Capitol St. NE Suite 600
Washington, DC 20002
800-326-7272

52582-0621-W1304

Addendum to Governmental Money Purchase Plan & Trust Adoption Agreement

107867 401a & 303123 457b

V. Covered Employment Classification

1. The following group or groups of Employees are eligible to participate in the Plan:

All non-union full time General employees are eligible to participate in the 401(a) plan.

Union employees are eligible to participate in the 457 Deferred Compensation Plan, not in the 401(a) nor receive any City matching funds.

VI. Contribution Provisions

- A. Fixed Employer Contributions – The Employer shall contribute on behalf of each Participant 6% of earnings for the Plan Year (subject to the limitations of Article V of the Plan) to the 401(a). EE is required to contribute 6% to the 401(a) Plan.

If non-union EE contributes up to 4% to the 457 Deferred Compensation Plan ER will match dollar for dollar to the 401(a) Plan. The City match is capped 10% in total.

Mandatory Participant Contributions are required to be eligible for these Employer Contributions.

MissionSquare Retirement Governmental Money Purchase Plan Trust Agreement

The Employer hereby adopts and designates this Trust ("the Trust") to receive and hold the assets of the MissionSquare Retirement Governmental Money Purchase Plan ("the Plan"). The Trust is adopted and designated in accordance with Section 2.22 of the Plan. The Trust shall hold all of the assets of the Plan derived from Employer and Employee contributions under the Plan, plus any income and gains thereon, less any losses, expenses and distributions to Participants and Beneficiaries. All capitalized terms in this instrument shall be interpreted consistent with Article II of the Plan.

- I. Trust.** A trust is hereby created to hold all of the assets of the Plan for the exclusive benefit of Participants and Beneficiaries, except that taxes and expenses may be paid from the Trust as provided in Section III below. The trustee shall be the Employer or such other person which agrees to act in that capacity hereunder.
- II. Investment Powers.** The trustee or the Plan Administrator, acting as agent for the trustee, shall have the powers listed in this Section II with respect to investment of the Trust assets, except to the extent that the investment of the Trust assets is controlled by Participants, pursuant to Sections 6.01 and 13.03 of the Plan.
 - (a) To invest and reinvest the Trust without distinction between principal and income in common or preferred stocks, shares of regulated investment companies and other mutual funds, bonds, notes, debentures, mortgages, certificates of deposit, contracts with insurance companies including but not limited to insurance, individual or group annuity, deposit administration, guaranteed interest contracts, and deposits at reasonable rates of interest at banking institutions including but not limited to savings accounts and certificates of deposit. Assets of the Trust may be invested in securities that involve a higher degree of risk than investments that have demonstrated their investment performance over an extended period of time.
 - (b) To invest and reinvest all or any part of the assets of the Trust in any common, collective or commingled trust fund that is maintained by a bank or other institution and that is available to employee plans qualified under section 401 of the Code, or any successor provisions thereto, and during the period of time that an investment through any such medium shall exist, to the extent of participation of the Plan, the declaration of trust of such common, collective, or commingled trust fund shall constitute a part of the Plan.
 - (c) To invest and reinvest all or any part of the assets of the Trust in any group annuity, deposit administration or guaranteed interest contract issued by an insurance company or other financial institution on a commingled or collective basis with the assets of any other plan or trust qualified under section 401(a) of the Code or any other plan described in section 401(a)(24) of the Code, and such contract may be held or issued in the name of the Plan Administrator, or such custodian as the Plan Administrator may appoint, as agent and nominee for the Employer. During the period that an investment through any such contract shall exist, to the extent of participation of the Plan, the terms and conditions of such contract shall constitute a part of the Plan.
 - (d) To hold cash awaiting investment and to keep such portion of the Trust in cash or cash balances, without liability for interest, in such amounts as may from time to time be deemed to be reasonable and necessary to meet obligations under the Plan or otherwise to be in the best interests of the Plan.

- (e) To hold, to authorize the holding of, and to register any investment to the Trust in the name of the Plan, the Employer, or any nominee or agent of any of the foregoing, including the Plan Administrator, or in bearer form, to deposit or arrange for the deposit of securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by any other person, and to organize corporations or trusts under the laws of any jurisdiction for the purpose of acquiring or holding title to any property for the Trust, all with or without the addition of words or other action to indicate that property is held in a fiduciary or representative capacity but the books and records of the Plan shall at all times show that all such investments are part of the Trust.
- (f) Upon such terms as may be deemed advisable by the Employer or the Plan Administrator, as the case maybe, for the protection of the interests of the Plan or for the preservation of the value of an investment, to exercise and enforce by suit for legal or equitable remedies or by other action, or to waive any right or claim on behalf of the Plan or any default in any obligation owing to the Plan, to renew, extend the time for payment of, agree to a reduction in the rate of interest on, or agree to any other modification or change in the terms of any obligation owing to the Plan, to settle, compromise, adjust, or submit to arbitration any claim or right in favor of or against the Plan, to exercise and enforce any and all rights of foreclosure, bid for property in foreclosure, and take a deed in lieu of foreclosure with or without paying consideration therefor, to commence or defend suits or other legal proceedings whenever any interest of the Plan requires it, and to represent the Plan in all suits or legal proceedings in any court of law or equity or before any body or tribunal.
- (g) To employ suitable consultants, depositories, agents, and legal counsel on behalf of the Plan.
- (h) To open and maintain any bank account or accounts in the name of the Plan, the Employer, or any nominee or agent of the foregoing, including the Plan Administrator, in any bank or banks.
- (i) To do any and all other acts that may be deemed necessary to carry out any of the powers set forth herein.

III. Taxes and Expenses. All taxes of any and all kinds whatsoever that may be levied or assessed under existing or future laws upon, or in respect to the Trust, or the income thereof, and all commissions or acquisitions or dispositions of securities and similar expenses of investment and reinvestment of the Trust, shall be paid from the Trust. Such reasonable compensation of the Plan Administrator, as may be agreed upon from time to time by the Employer and the Plan Administrator, and reimbursement for reasonable expenses incurred by the Plan Administrator in performance of its duties hereunder (including but not limited to fees for legal, accounting, investment and custodial services) shall also be paid from the Trust. However, no person who is a fiduciary within the meaning of section 3(21)(A) of ERISA and regulations promulgated thereunder, and who receives full-time pay from the Employer may receive compensation from the Trust, except for expenses properly and actually incurred.

IV. Payment of Benefits. The payment of benefits from the Trust in accordance with the terms of the Plan may be made by the Plan Administrator, or by any custodian or other person so authorized by the Employer to make such disbursement. Benefits under the Plan shall be paid only if the Plan Administrator, custodian or other person, or the Employer if directing such person, decides in his/her discretion that the applicant is entitled to them. The Plan Administrator, custodian or other person shall not be liable with respect to any distribution of Trust assets made at the direction of the Employer.

- V. Valuation of Accounts.** As of each Accounting Date, the Plan assets held in each investment fund offered shall be valued at fair market value and the investment income and gains or losses for each fund shall be determined. Such investment income and gains or losses shall be allocated proportionately among all Account balances on a fund-by-fund basis. The allocation shall be in the proportion that each such Account balance as of the immediately preceding Accounting Date bears to the total of all such Account balances, as of that Accounting Date. For purposes of this Trust, all Account balances include the Account balances of all Participants and Beneficiaries.
- VI. Participant Loan Accounts.** Participant Loan Accounts shall be invested in accordance with Section 13.03 of the Plan. Such Accounts shall not share in any investment income and gains or losses of the investment funds described in Section 6.01.

SIGNATURE & DATE

Employer & Trustee: City Of Punta Gorda (Fpdp) ("the Employer")

Signature of Authorized Plan Representative: _____

Print Name: Lynne R. Matthews

Title: Mayor

Attest: N/A

Date: / / - - -
(M) (D) (Y)

52582-0621-W2777

June 27, 2024

Lynne R. Matthews
City Of Punta Gorda

Re: City Of Punta Gorda- ID: 303123

Dear Valued Client,

Thank you for your recent request to amend the above-mentioned plan's document(s). We've attached a draft of an amended version, including your request to:

- Add Loans to the Plan (Section IV, Page 1 of OPEF)
- Add Roth to Plan and allow Roth for Loans (Section VI, Page 2 & Secure Form)
- Updated to allow Tax Free distributions for the payment of qualifying insurance premiums for eligible retire public safety officials

The amended document is effective October 1, 2024. To complete the process, please review and sign the amended document(s) via DocuSign. Alternatively, you may sign and return the document(s) by returning scans of the full document package with wet signatures to:

Email to:

MSQPLND@SSCINC.COM

Please Note: The amended document supersedes prior versions; however, you should retain prior versions should the Internal Revenue Service ever request a copy. These documents are important legal documents and should be carefully reviewed with your legal counsel prior to adoption.

After receipt of the executed document(s), a copy of the document(s) will be posted to your plan sponsor website. Our recordkeeping system won't be updated to reflect your changes until your signed and dated document is returned.

If you have any questions, please contact your Retirement Plan Account Manager, at (800) 326-7272. Thank you for entrusting us with your retirement plan administration. We look forward to continuing to serve you.

Sincerely,

MissionSquare Plan Services

Enclosures

June 27, 2024

Lynne R. Matthews
City Of Punta Gorda

Re: City Of Punta Gorda (Fpdp) (Plan ID: 107867)

Dear Valued Client,

Thank you for your recent request to amend the above-mentioned plan's document(s). We've attached a draft of an amended version, including your request to:

- Update the contributions to 6% (Section VI 1(a), Pages 4 & 5 & addendum)
- Updated to allow tax free distributions up to \$3000.00 of Qualified Health Insurance Premiums for eligible retired Public Safety Officers.
- Vesting has remained unchanged (Section X, Page 8)

The amended document is effective October 1, 2024. To complete the process, please review and sign the amended document(s) via DocuSign. Alternatively, you may sign and return the document(s) by returning scans of the full document package with wet signatures to:

Email to:

MSQPLND@SSCINC.COM

Please Note: The amended document supersedes prior versions; however, you should retain prior versions should the Internal Revenue Service ever request a copy. These documents are important legal documents and should be carefully reviewed with your legal counsel prior to adoption.

After receipt of the executed document(s), a copy of the document(s) will be posted to your plan sponsor website. Our recordkeeping system won't be updated to reflect your changes until your signed and dated document is returned.

If you have any questions, please contact your Retirement Plan Account Manager, at (800) 326-7272. Thank you for entrusting us with your retirement plan administration. We look forward to continuing to serve you.

Sincerely,

MissionSquare Plan Services

Enclosures

**457 Governmental Plan and Trust
Optional Provisions Election Form (October 2023)**

Employers should execute this form to make elections, or change prior elections, related to optional provisions contained in the MissionSquare Retirement 457 Governmental Deferred Compensation Plan and Trust document. This form may also be used by plan sponsors utilizing an individually designed plan document.

Plan Number: 303123 Employer Plan Name: City of Punta Gorda-FL

I. PLAN DOCUMENT (If you are establishing a new plan, please skip this section.)

Our plan currently uses:

- ☒ MissionSquare's model plan document
- ☐ An individually designed plan document

II. PLAN YEAR

The plan year will be (select one):

- ☒ January 1 - December 31 (Default); or
- ☐ The 12-month period beginning _____
Month Day

III. ELIGIBILITY REQUIREMENTS

The following group or groups of Employees are eligible to participate in the plan:

- ☐ All Employees (Default)
- ☒ Full-time Employees
- ☐ Salaried Employees
- ☐ Non-union Employees
- ☐ Management
- ☐ Public Safety Employees
- ☐ General Employees
- ☐ Other Employees (specify the group(s) of eligible employees):

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer.

IV. LOANS

Loans are allowed under the plan.

- ☒ Yes
- ☐ No (Default)

If you select "Yes" above, you must also complete and return the Loan Guidelines Agreement in the [Loan Implementation Package for 457/401 Plan Sponsors](#).

V. DISTRIBUTIONS

- a. In-service distributions while employed with the Employer are permitted after a participant attains (select one of the options):

☒ Age 70½ (Default)

☐ Not permitted at any age

To adopt an in-service withdrawal age of 59 1/2, please complete the SECURE Act Election form.

- b. In-service distributions of rollovers are allowed at any time:

☒ Yes

☐ No (Default)

- c. Tax-free distributions for the payment of qualifying insurance premiums for eligible retired public safety officers are available under the plan.

☒ Yes

☐ No (Default)

- d. Unforeseeable emergency withdrawals are permitted.

☒ Yes (Default)

☐ No

In applying the rules for unforeseeable emergency withdrawals, the determination of any unforeseen emergency shall include circumstances applying to a Primary Beneficiary.

☒ Yes (Default)

☐ No

VI. ROTH PROVISIONS

- a. The plan will offer Designated Roth Accounts as described in Article IX.

☒ Yes

☐ No (Default)

[If No is selected, skip the remainder of this Section VI.]

- b. The plan will allow In-Plan Roth Conversions as provided in Section 9.05.

☐ Yes (Default)

☒ No

- c. Designated Roth Accounts will be available as a source for loans under the plan.

☒ Yes

☐ No or N/A (Default)

VII. AUTOMATIC ENROLLMENT

The plan will offer automatic enrollment.

☐ Yes

☐ No (Default)

If you select "Yes" above, further steps are required to implement this feature, including completing implementation forms. We will contact you.

VIII. DEFERRAL OF SICK PAY, VACATION AND BACK PAY(CHOOSE ANY/ALL THAT APPLY)

Participants may elect to defer:

☐ Accumulated Sick Pay

☐ Accumulated Vacation Pay

☐ Back Pay

Note: If no election is made, a Participant will not be able to defer any of these.

The Participant's election to defer accumulated sick pay, accumulated vacation pay, or back pay must be made before the beginning of the month in which these amounts would otherwise be paid or made available to the employee.

IX. EMPLOYER MATCH

Employer will match Elective Deferrals and Default Elective Deferrals ("Deferrals").

Yes ☐ No (Default) ☒

[If No is selected, skip the remainder of Section IX. IF YES, COMPLETE ALL THAT APPLY].

Employer Percentage Match of Deferrals

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the plan):

_____ % of the Deferrals made on behalf of the Participant for the Plan Year (not including Deferrals exceeding _____ % of Earnings or \$ _____);

Plus _____ % of the Deferrals made on behalf of the Participant for the Plan Year in excess of those included in the above paragraph (but not including Deferrals exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer matching contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is (CHOOSE ONE) more less.

Employer Dollar Match of Deferrals

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the plan):

\$ _____ for each _____ % of Earnings or \$ _____ that the Employer contributes on behalf of the Participant as Deferrals for the Plan Year (not including Deferrals exceeding _____ % of Earnings or \$ _____);

Plus \$ _____ for each _____ % of Earnings or \$ _____ that the Employer contributes on behalf of the Participant as Deferrals for the Plan Year in excess of those included in the above paragraph (but not including Deferrals exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer matching contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is (CHOOSE ONE) more less.

X. MILITARY SERVICE ELECTIONS

- a. Plan contributions shall be made under the plan for differential wage payments (i.e., payments made by the employer to an individual performing military service that represents all or a portion of the wages he/she would have received).

☒ Yes (Default) ☐ No

If yes is selected, this is effective beginning January 1, 2009 (or if later, the effective date of the Plan), unless another effective date is filled in here:

- b. A participant shall be deemed to have a severance from employment for purposes of eligibility for a distribution during any period of military service for more than 30 days.

☐ Yes ☒ No (Default)

- c. A participant who dies or becomes Disabled (as defined in the plan) while performing qualified military service shall receive plan contributions as if the individual had resumed employment on the day preceding death or disability and then terminated employment on the actual date of death or disability.

☐ Yes ☒ No (Default)

If yes is selected, this is effective for participants who died or became disabled while performing military service on or after January 1, 2007 (or if later, the effective date of the plan), unless another effective date is filled in here:

_____ (date cannot be prior to January 1, 2007)

XI. SPOUSAL CONSENT (APPLIES ONLY TO COMMUNITY PROPERTY STATES)

If your state is not a community property state, skip the remainder of Section XI.

Where spousal consent is required, it will apply to:

Only to persons who are married (Default)

A person who is married, who is a domestic partner under state law, or who is a person in a civil union or other formally recognized personal partnership

A person who is married or who is a domestic partner under state law

A person who is married or is a person in a civil union or other formally recognized personal partnership

Note: This election applies only for plans in community property states requiring the consent of a spouse to name someone other than the spouse as a beneficiary, and only for determining who is treated as a "spouse" for this purpose and not for any other plan purposes.

XII. SUMMARY OF CHANGES

If you are making changes to an existing plan, please summarize the changes along with the effective dates of the changes below and identify the applicable Optional Provisions Election Form section number. If you are establishing a new plan, please skip this section.

- | | |
|---|---------------------------------------|
| a. <u>Allow Loans in Plan (Section IV)</u> | Effective Date: <u>10 / 01 / 2024</u> |
| b. <u>Add Roth to Plan (Section VI, Page 2)</u> | Effective Date: <u>10 / 01 / 2024</u> |
| c. <u>Allow Roth for Loans (section VI-C)</u> | Effective Date: <u>10 / 01 / 2024</u> |
| d. _____ | Effective Date: ____/____/____ |

XIII. EMPLOYER SIGNATURE

By signing, Employer confirms he or she is authorized to make the elections specified on this form.

Employer hereby appoints MissionSquare Retirement as the non-discretionary Plan Administrator in accordance with the terms and conditions of the MissionSquare Retirement Corporation 457 Governmental Deferred Compensation Plan and Trust.

Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

Employer acknowledges that applicable state law may or may not allow for the addition of an Automatic Enrollment Feature in their 457(b) plan administered by MissionSquare Retirement, and Employer assumes full responsibility for the decision to add such a feature to their plan.

Employer Signature: _____

Date (mm/dd/yyyy): ____/____/____

Name (Please Print): Lynne R. Matthews

Title: Mayor

Preferred Phone Number: (____) _____

Email Address: _____

Plan Number: 303123

This form can be returned by email, fax, or mail using the information below.

Online:	Submit through secure messaging to: www.employers.msqplanservices.org
Fax to:	MissionSquare Plan Services (844) 677-3297

Mail to:	MissionSquare Plan Services P.O. Box 219320 Kansas City, MO 64121-9320
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Addendum to Governmental Money Purchase Plan & Trust Adoption Agreement

107867 401a & 303123 457b

V. Covered Employment Classification

1. The following group or groups of Employees are eligible to participate in the Plan:

All non-union full time General employees are eligible to participate in the 401(a) plan.

Union employees are eligible to participate in the 457 Deferred Compensation Plan, not in the 401(a) nor receive any City matching funds.

VI. Contribution Provisions

- A. Fixed Employer Contributions – The Employer shall contribute on behalf of each Participant 6% of earnings for the Plan Year (subject to the limitations of Article V of the Plan) to the 401(a). EE is required to contribute 6% to the 401(a) Plan.

If non-union EE contributes up to 4% to the 457 Deferred Compensation Plan ER will match dollar for dollar to the 401(a) Plan. The City match is capped 10% in total.

Mandatory Participant Contributions are required to be eligible for these Employer Contributions.



SECURE ACT 2.0 and 1.0 Election Form

Use this form to adopt any of the provisions made available by The Setting Every Community Up for Retirement Enhancement Act of 2019 (SECURE 1.0), SECURE 2.0 Act of 2022, and related legislation. If you would like to add these provisions to more than one plan, please complete one form per plan.

I. SECURE 2.0 and Related Provisions

A. Roth Provisions (Available in 401(k), 457(b), and 403(b) plans and is not available in (i) 401(a) Profit Sharing Plans without the 401(k) feature or (ii) 401(a) Money Purchase Plans)

Note: While the ability to adopt Roth is not a SECURE 2.0 provision, if you wish to allow participants to make age-based catch-up contributions after 2025 in your 401(k), 457(b), or 403(b) plans, you must adopt a Roth Contribution provision. **If you allow age-50 catch-up contributions and your plan currently does not offer Roth contributions,** check below to add the Roth Contribution provision and indicate whether you will permit in-plan Roth conversions and whether Roth amounts will be available for participant loans.

☒ Add Roth Contributions

The plan will permit in-plan Roth Conversions.

☐ Yes (Default) ☒ No

The Roth account will be an available source for loans.

☒ Yes ☐ No or N/A (Default)

Note: To officially adopt the Roth features, you will need to also review and execute applicable adoption materials. Our Plan Design Team will reach out to you with prepopulated versions of the applicable materials upon receipt of this form.

B. Eliminate the "first date of the month" rule for 457(b) deferral changes. The plan will permit all deferral initiation and change requests to transpire as soon as administratively feasible, but no later than on the earliest date the deferrals can reasonably be segregated from the employer's general assets, rather than the first pay period of the following month.

☐ Yes ☒ No (**"No" is the default provision under the Plan if no selection is made.**)

C. Student Loan Repayment Match (Available in 401(k), 457(b), and 403(b) plans and is not available in (i) 401(a) Profit Sharing Plans without the 401(k) feature or (ii) 401(a) Money Purchase Plans)

For purposes of calculating the employer match of participant elective deferrals into the plan in which the match will be made, qualified student loan repayments made by the participant shall be treated as participant elective deferrals.

☐ Yes ☒ No (**"No" is the default provision under the Plan if no selection is made.**)

Note: To adopt the student loan repayment match provision, the plan must be offering an elective deferral match. To officially adopt the Roth features, you may need to also review and execute applicable adoption materials to adopt the elective deferral match provision. Our plan design team will reach out to you with prepopulated versions of the applicable materials upon receipt of this form.

II. SECURE 1.0 and Related Legislation Provisions

D. In-Service Distributions at Age 59.5 (Available in 457(b), 403(b), and 401(a) Money Purchase Plans)

The Plan will permit in-service withdrawals at age 59.5

Note: Not applicable to 401(a) Profit Sharing Plans, as this provision is already available in your plan. You can change the in-service distribution age in your Profit Sharing Plan submitting a revised Adoption Agreement.

☐ Yes ☒ No (**"No" is the default provision under the Plan if no selection is made.**)

E. Qualified Birth and Adoption (Available in 457(b), 403(b), 401(a) Money Purchase, 401(a) Profit Sharing Plans)

The plan will permit participants to receive, upon written request, a distribution of up to \$5,000 per qualifying birth or adoption (not to exceed \$5,000 across all retirement accounts of the participant).

Note to 401(a) Money Purchase Plan Sponsors: Such a withdrawal can only be undertaken if the participant meets the plan's existing in-service withdrawal criteria.

Such a distribution is exempt from the 10% early distribution tax penalty and is exempt from the mandatory 20% withholding; and can be repaid into the account within 3 years without regard to the usual 60-day time limit for rollovers if elected. A qualified adoption distribution would be limited to the adoption of children who are under age 18 or who are physically or mentally incapable of self-support.

☒ Yes ☐ No (**"No" is the default provision under the Plan if no selection is made.**)

Note: If you elect to offer this provision, your plan may need to offer the ability for participants to roll assets into the plan.

F. MissionSquare Retirement Income Advantage In-Service Distribution (Available in 457(b), 401(a) Money Purchase, 401(a) Profit Sharing Plans that have the MissionSquare Income Advantage Fund as an available Investment Option)

In the event the MissionSquare Retirement Income Advantage Fund is no longer an investment option under the plan, a Participant shall, upon written request, be permitted to roll these assets to another plan. Such a distribution can be undertaken regardless of the participants eligibility pertaining to in-service distributions.

☐ Yes ☒ No (**"No" is the default provision under the Plan if no selection is made.**)

By signing below, we intend to amend the plan to allow these provisions as of the date below or as soon as administratively feasible. **Please submit one form per plan number.**

Employer Plan Number: 303123

Employer Plan Name: City of Punta Gorda

Signature of Authorized Plan Representative: _____

Print Name: Lynne R. Matthews

Title: Mayor

Date: ____/____/____ (MM/DD/YYYY)

Email Address: _____ Phone Number: _____

This form can be returned by secure message, fax, or mail using the information below.

Online: Submit through secure messaging to:
www.employers.msqplanservices.org

Fax to: MissionSquare Plan Services
(844) 677-3297

Mail to: MissionSquare Plan Services
P.O. Box 219320
Kansas City, MO 64121-9320

**CITY COUNCIL
CITY OF PUNTA GORDA
07/10/2024**

CONSENT AGENDA

Title: Advance Proof of Loss

Funds: Special Use Fund

Recommended Action: An Advance Proof of Loss from Preferred Governmental Insurance Trust for payment to be approved and signed.

Summary: An Advance Proof of Loss from Preferred Governmental Insurance Trust in the amount of \$9,633.23.

Department/Division: City Manager

EXHIBITS:

-
1. [Proof of Loss](#)
 2. [Damage and Deductible Spreadsheet](#)
-

\$114,079,358.00
AMOUNT OF POLICY AT
TIME OF LOSS

10/01/21
ISSUED
10/01/22
EXPIRES

**SWORN STATEMENT
IN
ADVANCE PROOF OF LOSS
TO THE
UNDISPUTED**

PK FL1 0082001 21-07/398305
POLICY/CLAIM NUMBER

Daytona Beach, FL
AGENCY AT
Public Risk Insurance Advisors
AGENT

Preferred Governmental Insurance Trust
of Lake Mary, FL
At time of loss, by the above indicated policy of insurance our insured
City of Punta Gorda
against loss by All Risk to the property described under the above policy, according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

TIME AND ORIGIN	A <u>Hurricane Ian</u> loss occurred on the <u>28 day of September 2022</u> The cause and origin of the said loss were: <u>CAT 61- Hurricane Ian wind damage to multiple locations</u>	
OCCUPANCY	The building described, or containing the property described, was occupied at the time of loss as follows, and for no other purpose whatever: <u>Multiple City Locations</u>	
TITLE AND INTEREST	At the time of the loss the interest of your insured in the property described therein was: <u>OWNER</u> No other person had any interest therein or encumbrance thereon, except: <u>Regions Bank & State Revolving Fund</u>	
CHANGES	Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except: <u>None Known</u>	
TOTAL INSURANCE	THE TOTAL AMOUNT OF INSURANCE upon the property described by this policy was, at the time of the loss, <u>\$114,079,358.00</u> as more particularly specified in the apportionment attached under the policy besides which there was no policy or other contract of insurance, written or oral, valid or invalid.	
VALUE	THE ACTUAL CASH VALUE OF said property at the time of loss was	<u>UNDETERMINED</u>
LOSS	THE WHOLE LOSS AND DAMAGE was <u>Unknown at this time</u> UNDISPUTED	<u>\$ 6,238,497.15</u>
DEDUCTIBLE	Less the APPLICABLE DEDUCTIBLE	<u>\$ (1,057,133.40)</u>
DEPRECIATION:	Less WITHHELD RECOVERABLE DEPRECIATION	<u>\$ (554,281.32)</u>
	Less NON-RECOVERABLE DEPRECIATION	<u>\$ (24,204.65)</u>
PAYMENTS	Less PAYMENTS TO DATE	<u>\$ (4,593,244.55)</u>
PAYMENT	THE AMOUNT CLAIMED under the above numbered policy is	<u>\$ 9,633.23</u>

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

Pursuant to s. 817.234, Florida Statutes, "any person who, with the intent to injure, defraud, or deceive any insurer or insured, prepares, presents, or causes to be presented a proof of loss or estimate of cost or repair of damaged property in support of a claim under an insurance policy knowing that the proof of loss or estimate of claim or repairs contains any false, incomplete, or misleading information concerning any fact or thing material to the claim commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, Florida Statutes."

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

State of _____ X
County of _____ Insured

Subscribed and sworn to before me this _____ day of _____ 20_____

Notary Public

Member: Preferred-City of Punta Gorda Hurricane IAN - Paid Locations Only

Nature of Loss: Hurricane IAN - CAT 61

Date of Loss: September 28, 2022

Policy Number: PK FL1 0082001 21-17

PGCS Claim Number: 398305

Our File Number: 1000378620

Reference No.	Policy Schedule No.	Location	TIV Bldg and Contents Combined	% Deductible	Calculated Deductible	Estimate of Damages (RCV)	Depreciation	Calculated Loss - Less Deductible and Depreciation	Prior Payments	Payments to Date	Member Payment	First Onsite Payment	Comments
1	001	City Hall, 326 W Marion Ave, Punta Gorda, FL 33950	\$ 2,166,770.00	3%	\$ (65,003.10)	\$ 537,971.81	\$ (86,110.19)	\$ 386,858.52	\$ 386,858.52	\$ -			
2	003	City Hall Annex, 326 W Marion Ave, Punta Gorda, FL 33950	\$ 4,644,200.00	3%	\$ (139,326.00)	\$ 665,397.70	\$ (76,179.62)	\$ 449,892.08	\$ 446,092.08		\$ 3,800.00		
3	008	Bayfront Center, 750 W Retta Esplanade, Punta Gorda, FL 33950	\$ 1,034,800.00	3%	\$ (31,044.00)	\$ 1,358,361.56	\$ (24,396.32)	\$ 1,302,921.24	\$ 1,302,921.24	\$ -			
4	010	Public Safety Complex, 1410 S Tamiami Trail, Punta Gorda, FL 33950	\$ 4,102,700.00	3%	\$ (123,081.00)	\$ 188,010.05	\$ -	\$ 64,929.05	\$ 75,000.00	\$ (10,070.95)			
5	011	Evidence Storage, 1410 S Tamiami, Punta Gorda, FL 33950	\$ 278,500.00	3%	\$ (8,355.00)	\$ 13,652.21	\$ (1,006.98)	\$ 4,290.23	\$ -		\$ 4,290.23		
6	014	Dock Master Building, 100 E Retta Esplanade, Punta Gorda, FL 33950	\$ 816,200.00	3%	\$ (24,486.00)	\$ 79,789.16	\$ (1,979.88)	\$ 53,323.28	\$ 53,323.28	\$ -			
7	019	Point Pavilion, 100 E Retta Esplanade, Punta Gorda, FL 33950	\$ 11,900.00	3%	\$ (357.00)	\$ 1,900.00	\$ -	\$ 1,543.00	\$ -		\$ 1,543.00		
8	020	Lalshley Park - PITO, 100 E Retta Esplanade, Punta Gorda, FL 33950	\$ 378,000.00	3%	\$ (11,340.00)	\$ 14,253.10	\$ (1,425.31)	\$ 1,487.79	\$ 1,487.79	\$ -			
9	021	Recreation Center, 650 Mary Street, Punta Gorda, FL 33950	\$ 1,485,900.00	3%	\$ (44,577.00)	\$ 75,061.56	\$ (4,034.84)	\$ 26,449.72	\$ 26,449.72	\$ -			
10	027	Old Public Works - PITO, 900 W Henry Street, Punta Gorda, FL 33950	\$ 185,200.00	3%	\$ (5,556.00)	\$ 19,412.95	\$ -	\$ 13,856.95	\$ 13,856.95				
11	034	Main Building, 38100 Washington Loop Rd, Punta Gorda, FL 33950	\$ 3,764,200.00	3%	\$ (112,926.00)	\$ 367,305.36	\$ (38,639.25)	\$ 215,740.11	\$ 215,740.11	\$ -			
12	040	Filter Building, 38100 Washington Loop Rd, Punta Gorda, FL 33950	\$ 2,586,300.00	3%	\$ (77,589.00)	\$ 292,272.47	\$ (27,769.28)	\$ 186,914.19	\$ 186,914.19	\$ -			
13	097	Lift Station #10, W Marion Ave/Bayshore Dr, Punta Gorda, FL 33950	\$ 30,300.00	3%	\$ (909.00)	\$ 935.00		\$ 26.00	\$ 26.00	\$ -			
14	148	Utilities Administration, 3132 Cooper St, Punta Gorda, FL 33950	\$ 3,162,000.00	3%	\$ (94,860.00)	\$ 1,515,517.11	\$ (249,073.28)	\$ 1,171,583.83	\$ 1,171,583.83				
15	150	Public Works Administration, 3130 Cooper St, Punta Gorda, FL 33950	\$ 3,162,000.00	3%	\$ (94,860.00)	\$ 153,601.81	\$ -	\$ 58,741.81	\$ 58,741.81				
16	192	Fire Station #3, 1623 Aquil Esta Street, Punta Gorda, FL 33950	\$ 1,211,300.00	3%		\$ -	\$ -	\$ -					
17	201	Freeman House, 311 W Retta Esplanade, Punta Gorda, FL 33950	\$ 402,600.00	3%	\$ (12,078.00)	\$ 205,670.75	\$ (21,192.46)	\$ 172,400.29	\$ 172,400.29				
18	203	Chain Link Fencing, 900 W Henry St, Punta Gorda, FL 33950	\$ 15,000.00	3%	\$ (450.00)	\$ 2,807.43	\$ (213.41)	\$ 2,144.02	\$ 2,144.02				
19	217	Herald Court Centre, 117 Herald Court, Punta Gorda, FL 33950	\$ 13,141,400.00	3%		\$ -		\$ -	\$ -				
20	228	Lift Station #114, 150 CC Park of Commerce, Punta Gorda, FL 33950	\$ 45,400.00	3%	\$ (1,362.00)	\$ 1,527.13	\$ (91.04)	\$ 74.09	\$ 74.09				

21	229	Lift Station #115, Taylor Road, Punta Gorda, FL 33950	\$ 30,300.00	3%	\$ (909.00)	\$ 1,237.57	\$ (71.68)	\$ 256.89	\$ 256.89				
22	237	Gilchrist Park - PITO, 400 West Retta Esplanade, Punta Gorda, FL 33950	\$ 461,300.00	3%	\$ (13,839.00)	\$ 134,454.18	\$ (13,445.42)	\$ 107,169.76	\$ 107,169.76	\$ -			
23	243	Gazebo, 400 West Retta Esplanade, Punta Gorda, FL 33950	\$ 59,400.00	3%	\$ (1,782.00)	\$ 24,150.84	\$ (1,340.24)	\$ 21,028.60	\$ 21,028.60	\$ -			
24	251	Barn 5, 3130 Cooper Street, Punta Gorda, FL 33950	\$ 110,000.00	3%	\$ (3,300.00)	\$ 46,600.50	\$ (3,298.86)	\$ 40,001.64	\$ 40,001.64	\$ -			
25	260	Degasmier, 38100 Washington Loop Road,	\$ 881,730.00	3%	\$ (26,451.90)	\$ 80,265.19	\$ (4,013.26)	\$ 49,800.03	\$ 49,800.03	\$ -			
26		Unscheduled Inland Marine	\$ 5,423,080.00	3%	\$ (162,692.40)	\$ 242,046.54	\$ (24,204.65)	\$ 55,149.49	\$ 55,149.49	\$ -			***\$24,204.454 Depreciation Non-Recoverable
27		Fungus Cleanup Expense	\$ 50,000.00			\$ 28,419.96		\$ 28,419.96	\$ 28,419.96	\$ -			
28		Additional Expense	\$ 1,500,000.00			\$ 187,875.21		\$ 187,875.21	\$ 187,875.21				
TOTALS			\$ 51,140,480.00		\$ (1,057,133.40)	\$ 6,238,497.15	\$ (578,485.97)	\$ 4,602,877.78	\$ 4,603,315.50	\$ (10,070.95)	\$ 9,633.23	\$ -	

**CITY COUNCIL
CITY OF PUNTA GORDA
07/10/2024**

CONSENT AGENDA

Title:

Mutual Aid Agreement between the City of Punta Gorda and the Charlotte County Sheriff's Office.

Funds:

Not applicable

Recommended Action:

City Council approval of amendment to the memorandum of understanding.

Summary:

The Sixth District Court of Appeal recently provided a ruling on the case of State of Florida v. Bryan Repple. The ruling limits officers' authority to investigate driving under the influence (DUI) offenses. This limitation is related to when officers travel outside of their jurisdiction to the Charlotte County jail to book a DUI suspect and conduct further DUI investigations. The Sixth District Court of Appeal ruled that officers must have jurisdiction in the area they are conducting the investigation. The amendment to the memorandum of understanding will provide City of Punta Gorda Police Officers with jurisdiction to complete their investigations inside the Charlotte County jail.

Department/Division:

Police

EXHIBITS:

-
1. [Opinion - 2023-1448 - State of Florida v. Bryan Repple](#)
 2. [MOU Agency and Charlotte County Sheriff's Office](#)
 3. [Mutual Aid Agreement Punta Gorda PD](#)
-

**SIXTH DISTRICT COURT OF APPEAL
STATE OF FLORIDA**

Case No. 6D23-1448
Lower Tribunal No. 2021-CT-000090-E

STATE OF FLORIDA,

Appellant,

v.

BRYAN ALLEN REPPLE,

Appellee.

Appeal from the County Court for Orange County.
Eric H. DuBois, Judge.

June 14, 2024

NARDELLA, J.

The State appeals an order granting Bryan Allen Repple’s (“Defendant”) motion to suppress his breath test results.¹ Abiding by the long-standing rule that an appellant has the burden of demonstrating error on appeal and finding that the State has not met this burden, we affirm the trial court’s order.

¹ This case was transferred from the Fifth District Court of Appeal to this Court on January 1, 2023.

I.

At approximately 2:00 a.m. on a Saturday morning, Officer Andrew Moore of the Maitland Police Department pulled Defendant over for speeding. The traffic offense and subsequent stop occurred inside Maitland's city limits, which lie within Orange County, Florida. While speaking with Defendant, Officer Moore smelled the odor of alcohol, heard Defendant slur his speech, and saw Defendant's eyes were glassy and bloodshot. Based on these observations, fellow Maitland police officer Frank Banos began a driving under the influence ("DUI") investigation. With Defendant's consent, Officer Banos performed three field sobriety exercises, during which Defendant exhibited further signs of impairment. As a result, Officer Banos arrested Defendant for DUI.

Following the arrest, Officer Banos transported Defendant out of Maitland's city limits to a breath test facility in Orange County. The Orange County Sheriff's Office operates the facility, which was staffed that day by a single civilian technician. Once at the facility, Officer Banos accompanied Defendant and the technician into the testing room. There, Officer Banos read Defendant the implied consent warning in accordance with section 316.1932, Florida Statutes (2021).²

² The warning given by the law enforcement officer must inform the individual of the following information:

The person shall be told that his or her failure to submit to any lawful test of his or her breath will result in the suspension of the person's

After reading the warning, Officer Banos asked Defendant if he consented to the breath test. Defendant did. The test yielded a breath alcohol content exceeding the legal limit, leading the State to charge Defendant with DUI.

Before trial, Defendant moved to suppress the breath test results, arguing that Officer Banos unlawfully asserted his official authority because he acted outside of his territorial jurisdiction to obtain evidence not available to a private citizen using his or her own senses. After an evidentiary hearing, the trial court agreed with Defendant and suppressed the breath test results. The State timely appealed this ruling and raises a single argument for this Court's consideration.

The State's sole argument on appeal is that a municipal officer may, outside his or her territorial jurisdiction, assert official authority to gather evidence not otherwise obtainable by a private citizen when the subject matter of the investigation

privilege to operate a motor vehicle for a period of 1 year for a first refusal, or for a period of 18 months if the driving privilege of such person has been previously suspended or if he or she has previously been fined under s. 327.35215 as a result of a refusal to submit to a test or tests required under this chapter or chapter 327, and shall also be told that if he or she refuses to submit to a lawful test of his or her breath and his or her driving privilege has been previously suspended or if he or she has previously been fined under s. 327.35215 for a prior refusal to submit to a lawful test of his or her breath, urine, or blood as required under this chapter or chapter 327, he or she commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083, in addition to any other penalties provided by law.

§ 316.1932(1)(a)1.a., Fla. Stat. (2021).

originated within the officer’s territorial jurisdiction. Applying that general premise to the facts of this case, the State contends that because the DUI investigation began in Maitland, a Maitland municipal police officer had the power to use his official authority, outside the city limits of Maitland, to read Defendant the implied consent warning in accordance with section 316.1932 to obtain a breath test. For the following reasons, and after conducting a de novo review³ of the trial court’s suppression ruling, we disagree with both the premise of the State’s argument and the reasoning of our sister courts that have recognized such extraterritorial police powers not authorized by the Legislature. Consequently, we find that the State has failed to demonstrate that the trial court erred when it suppressed evidence obtained from a search performed outside the territorial boundaries of the municipal officer’s jurisdiction.

II.

When an officer obtains evidence by using the appearance of official power, in a jurisdiction where the officer has no power, the officer is said to act under the “color of office.” *See State v. Stouffer*, 248 So. 3d 1165, 1168 (Fla. 4th DCA 2018)

³ When the facts relevant to an order granting a motion to suppress are undisputed, as is the case here, the Court conducts a de novo review of the trial court’s suppression ruling. *Everett v. State*, 893 So. 2d 1278, 1282–83 (Fla. 2004); *State v. Torres*, 350 So. 3d 421, 422 (Fla. 5th DCA 2022); *Bauman v. State*, 290 So. 3d 147, 148 (Fla. 2d DCA 2020); *State v. Furr*, 723 So. 2d 842, 844 (Fla. 1st DCA 1998).

(citing *State v. Phoenix*, 428 So. 2d 262, 266 (Fla. 4th DCA 1982) *approved*, 455 So. 2d 1024 (Fla. 1984)). The first known use of this expression comes from a thirteenth century English statute prohibiting King Edward’s sheriffs from acting without authority.⁴ Steven L. Winter, *The Meaning of “Under Color of Law”*, 91 Mich. L. Rev. 323, 327 (1992). As explained by Professor Steven Winter, at that time, the King’s officers and agents would have worn the King’s coat of arms, giving their conduct, including acts not sanctioned by the King, “all the trappings and indicia of an official act.” *Id.* at 396.

By the nineteenth century, the expression was well-established in American jurisprudence and broadly referred to the illegal or unauthorized actions of government officials, often wearing a uniform or carrying a badge, which allowed their unlawful conduct to have “the guise or appearance of authority.” *Id.*; see generally *City of Lowell v. Parker*, 51 Mass. (10 Met.) 309, 313–14 (1845) (“He was an officer, had authority to attach goods . . . on a suitable writ, professed to have such process, and thereupon took the plaintiff’s goods He therefore took the goods *colore official*, and though he had no sufficient warrant for taking them, yet

⁴ The English statute provided “[t]hat no Escheator, Sheriff, nor other Bailiff of the King, by Colour of his Office, without special Warrant, or Commandment, or Authority certain pertaining to his Office, disseise any Man of his Freehold, nor of any Thing belonging to his Freehold.” 3 Edw. 1, ch. 24 (1275) (Eng.), *reprinted in* 1 STATUTES AT LARGE 92–93 (Danby Pickering ed., 1762).

he is responsible to third persons, because such taking was a breach of his official duty.”); *Marbury v. Madison*, 5 U.S. 137, 170 (1803) (“If one of the heads of departments commits any illegal act, under color of his office, by which an individual sustains an injury, it cannot be pretended that his office alone exempts him from being sued in the ordinary mode of proceeding, and being compelled to obey the judgment of the law.”). And that is how the expression was first used in Florida jurisprudence.

We trace the phrase “color of office” in Florida case law to a 1962 opinion issued by the Second District Court of Appeal, *Collins v. State*, 143 So. 2d 700 (Fla. 2d DCA 1962). In that case, two officers with the West Palm Beach Police Department set out to investigate the trafficking of marijuana. *Id.* at 701. They began their investigation by questioning the defendant, Herbert Lee Collins, who was already in their custody. *Id.* Collins implicated another suspect, Doc Bailey, whom the officers met with the next day. *Id.* For reasons unknown, Bailey took the officers to a field outside the city limits where marijuana leaves were lying on the ground. *Id.* at 702. After observing such evidence, the officers returned to their jurisdiction in West Palm Beach, seeking to question Collins further, but learned that Collins was now staying in a motel located outside their jurisdiction. *Id.* at 702–03. Undeterred, the officers traveled to the motel, obtained Collins’ room number, and knocked on the door. *Id.* Peeping through the hole, Collins saw the officers who

had questioned him the day before and who were “wearing uniforms signifying their office.” *Id.* Collins opened the door, and the officers entered the room. *Id.* Once inside, the officers observed a marijuana plant in plain sight, leading them to perform an extensive search that produced more evidence of criminality. *Id.* at 702.

At trial, Collins moved to suppress the evidence seized from his motel room on the basis that the officers were outside of their jurisdiction and had no official authority to enter and search his motel room. *Id.* The trial court denied the motion, finding that the officers were at the motel as private citizens and, therefore, exerted no official authority outside their jurisdiction. *Id.* The trial court then reasoned that a private person could have made a citizen’s arrest because a felony was committed in their presence and that officers outside of their territorial jurisdiction retained their rights to act as private persons. *Id.* at 703.

The Second District Court of Appeal disagreed and, in doing so, described the officers’ purported use of official power, where the officers had no power, as acting under the color of their office:

The actions of the police officers, which culminated in the arrest, search and seizure, extended over a period of two days. All of these actions, while in the City of West Palm Beach, were consistent with their duties and under their power and authority as police officers. Their previous interrogations with Collins had been as police officers, and their presence at the door of the motel room, in the uniform signifying their official position as police officers, was a part of their continuing investigation begun as police officers. They were acting under color of their office. We

conclude that Collins admitted them to the motel room by virtue of the force and effect of their official position as police officers. He did not admit them as private citizens. An officer gaining access to private living quarters under color of his office and of the law which he personifies must then have some valid basis in law for the intrusion.

Id.

Ultimately, because the officers acted under the color of their office to gain access to evidence, the *Collins* court held that in order to preserve the constitutional rights of American citizens, which had been violated by the officers' use of official power where they had none, the law required that the evidence obtained be suppressed. *Id.* at 702 (“[T]he right of citizens to be secure from illegal search and seizure and to be free from the necessity of giving evidence against themselves as guaranteed by the Fourth and Fifth Amendments of the Federal Constitution and by Section 12 and Section 22 of the Declaration of Rights of the Florida Constitution, F.S.A. is inalienable and must be protected at the risk that an individual criminal may go without punishment.”). In sum, the *Collins* court used the phrase “color of office” to describe an officer obtaining evidence with the appearance of official power but in a jurisdiction where the officer had no power, and the court provided a remedy for that abuse: suppression of the evidence seized. Since *Collins*, courts throughout Florida have recognized that when an officer improperly acts under the “color of office” to obtain evidence not otherwise available to a private citizen, that

evidence must be suppressed. *Knight v. State*, 154 So. 3d 1157, 1160 (Fla. 1st DCA 2014) (citing *Phoenix*, 428 So. 2d at 266).

III.

Officer Banos asserted his official power as a police officer when he requested the breath test and gave Defendant the implied consent warning in accordance with section 316.1932. *See* § 316.1932(1)(a)1.a., Fla. Stat. (“The chemical or physical breath test must be incidental to a lawful arrest and administered *at the request of a law enforcement officer who has reasonable cause to believe such person was driving or was in actual physical control of the motor vehicle within this state while under the influence of alcoholic beverages.*” (emphasis added)). What is left to be determined, is whether Officer Banos had the authority to do so outside of his jurisdiction. To determine whether Officer Banos possessed authority, we must answer two fundamental questions not often addressed in our state’s jurisprudence: From where does a municipality’s power to police come and what is the scope and limit of that power? The answer lies in our state’s constitution.

Our state’s constitution gives the Florida Legislature the power to establish municipalities, bestow powers upon them, and amend their charters. Art. VIII, § 2(a), Fla. Const.; *see also Brooks v. Watchtower Bible & Tract Soc. of Fla., Inc.*, 706 So. 2d 85, 87 (Fla. 4th DCA 1998) (citing Ch. 165, Fla. Stat. (1997); *Town of Palm Beach v. City of West Palm Beach*, 55 So. 2d 566, 572 (Fla. 1951)). In 1959, the

Legislature created the City of Maitland through a special act, Chapter 59-1475, Laws of Florida, which, after setting forth the new city's territorial boundaries, proceeded to bestow powers and privileges within those boundaries. Among the many powers granted to the City of Maitland was the power "[t]o exercise full police powers, and establish and maintain a department of police." Ch. 59-1475, § 34(15), Laws of Fla. The Legislature gave this power "for the preservation and enforcement of law and order within said City." Ch. 59-1475, § 50, Laws of Fla. Nowhere in the special act, however, did the Legislature give the City of Maitland the power to police outside of its territorial limits, which our state's constitution vests the Legislature with the power to do, if desired.

Article VIII, section 2(c) of Florida's constitution requires that the exercise of extraterritorial powers by municipalities must be provided for by general or special law. *See* § 166.021(3)(a), (4), Fla. Stat. (2021) (reiterating that Florida's Constitution leaves the Legislature power to enact laws concerning the exercise of extraterritorial power); Op. Att'y Gen. Fla. 82-01 (1982) (concluding that absent statutory authority a municipality possessed no extraterritorial power to operate and maintain or contract for operation and maintenance of private utility system owned by private nonprofit corporation for the use and benefit of persons and properties located outside its corporate limits and to utilize municipal personnel to carry out such operational functions and services). In fact, the Legislature has granted

municipalities, including the City of Maitland, the power to exercise police powers outside of its jurisdiction by general law in at least two instances cited by the State.

The first instance, which does not apply here, is fresh pursuit, pursuant to section 901.25, Florida Statutes (2004). This section grants duly authorized municipal police officers the power to arrest a person outside of their jurisdiction when in fresh pursuit, which the Legislature defined in a noteworthy way. Ch. 78-246, § 1, Laws of Fla. After adopting the common law definition of fresh pursuit, which allowed “an officer [to] pursue a felon or a suspected felon, with or without a warrant, into another jurisdiction and arrest him there,” *Porter v. State*, 765 So. 2d 76, 78 (Fla. 4th DCA 2000), the Legislature expanded the adopted definition to include the pursuit of a person who violated a municipal ordinance. Ch. 83-119, § 2, Laws of Fla. While the expanded definition is of no consequence in this case, it serves to confirm the well-established concept that a municipal police officer’s powers have territorial bounds which the Legislature, and only the Legislature, can expand to address the needs of the State or municipalities.

The second instance, which also does not apply here, is by agreement between local law enforcement agencies; specifically, a written,⁵ executed, and filed

⁵ When the Governor declares a state of emergency pursuant to Chapter 252, participating agencies may waive for up to 90 days from the declared disaster or emergency the written requirements for operational assistance agreements. § 23.1225(5), Fla. Stat. (2013).

agreement under the Florida Mutual Aid Act (“FMAA”), section 23.1225, Florida Statutes (2013). A mutual aid agreement is an agreement between two or more law enforcement agencies, that, among other things, permits voluntary cooperation and assistance in routine law enforcement matters across jurisdictional lines. *Id.* Examples of such cooperation discussed in the FMAA itself include agreements authorizing state university police officers to enforce laws within a specified jurisdictional area and agreements establishing a joint city-county traffic enforcement task force. *Id.*; see *State v. Allen*, 790 So. 2d 1122, 1124 (Fla. 2d DCA 2001) (explaining that statutory examples of cooperation are not meant to be exclusive). It is possible an agreement entered into under the FMAA may authorize Maitland police officers to exercise authority outside of Maitland. However, the State did not introduce such an agreement into evidence, a fact the trial court aptly observed at the suppression hearing. Thus, we do not consider whether such an agreement exists. *Cf. Daniel v. State*, 20 So. 3d 1008, 1012 (Fla. 4th DCA 2009) (upholding a trial court’s decision to deny a motion to suppress evidence obtained by officer using his official authority in other jurisdiction where his actions were authorized under a mutual aid agreement that provided “[o]n duty officers from one jurisdiction may conduct investigations (that originate in their jurisdiction)”).

Having determined that the only two laws the State cited as granting municipalities extraterritorial police powers do not apply, we turn to the premise of

the State’s argument—that courts can grant extraterritorial police power to municipalities. We must reject this premise.

Again, article VIII, section 2(c) of Florida’s Constitution provides that the “exercise of extra-territorial powers by municipalities shall be as provided by general or special law.” Thus, the power to grant municipalities extraterritorial powers belongs exclusively to the Legislature. *See generally Spokeo, Inc. v. Robins*, 578 U.S. 330 (2016) (explaining that in a government with a tripartite structure, the power of the judiciary should not intrude upon the powers given to the other branches). While it is possible that the Legislature has granted such power in this case, the State has not pointed to any such law. Further, while it is possible that a mutual aid agreement may provide the City of Maitland with such power, the State did not place any such agreement in the record. Accordingly, based on the record and arguments before us, we find that the municipal officer in this case was without the power to use his official authority outside the city limits of Maitland to obtain evidence not available to a private citizen.

A.

In finding that Officer Banos was without power, we are in direct conflict with the Fifth District Court of Appeal, which, in *State v. Torres*, 350 So. 3d 421 (Fla. 5th DCA 2022), recognized a court-created exception to the color of office doctrine. In *Torres*, the Fifth District found that a municipal officer who began a DUI

investigation inside his municipality *retained* power outside of his municipality to request that a driver submit to a breath test. Before discussing the *Torres* decision, and our reason for not joining the Fifth District, we must clarify some confusion in the case law describing legislative expansions to a municipal officer's power as so-called "exceptions" to the color of office doctrine.

Crucial to the *Collins* decision was the finding that the officers projected power they did not actually possess to gain entrance to Collins' motel room, which the *Collins* court described as acting under the color of their office. In the decades since *Collins*, some of our sister courts began endorsing judicially created "exceptions" to the color of office doctrine, often as a precursor to discussing instances of fresh pursuit or cooperation under a mutual aid agreement, which are appropriate legislative creations. The State now borrows this language and describes such legislative grants of power as "exceptions" to the color of office doctrine and uses that language to build its argument for recognizing another judicially created exception. As demonstrated below, this phraseology makes little sense when the color of office doctrine is viewed in the correct light. Further, using such language leads to the impression that courts are simply creating another exception to a court-created doctrine.

The two purported "exceptions" to the color of office doctrine routinely discussed in Florida cases are the "fresh pursuit" and the mutual aid agreement

exceptions. *See, e.g., Phoenix*, 428 So. 2d at 265; *Daniel*, 20 So. 3d at 1012. While both are exceptions to the general rule that a municipal officer does not have power outside his or her municipality, neither are exceptions to the color of office doctrine. This is because the color of office doctrine is an expression of the rule that an officer cannot project power he or she does not possess to gain evidence or arrest a suspect when a private citizen would be unable to do so. With respect to both “fresh pursuit” and mutual aid agreements, the so-called “exceptions” to the doctrine are not exceptions at all because the Legislature, pursuant to article VIII, section 2(c) of the Florida Constitution, passed legislation that gives official power to officers to act outside their jurisdiction in those instances. Where officers are provided with the power to act by the Legislature, they are not acting without power and under the color of their office, as were the officers in *Collins*. Instead, the officers are acting with actual legal authority to exercise police power.

B.

With this distinction in mind, we confront the court-created “exception” further developed in *Torres*, which the State asks us to adopt.

As is the case here, in *Torres*, the State appealed an order granting a motion to suppress the results of a breath test because the municipal law enforcement officer was outside of his geographic jurisdiction when he requested that the defendant submit to this testing. *Torres*, 350 So. 3d at 422. In holding that the breath test

results should not be suppressed, the Fifth District stated that there were “exceptions” to the color of office doctrine. One exception referenced by footnote was the “fresh pursuit” exception, which the court found not to apply.

But the main “exception” the *Torres* court discussed and relied on to reverse the suppression order was a continuing investigation exception. The *Torres* court explained that this exception allows a municipal officer “to continue to act or investigate outside of his or her geographic jurisdiction if the subject matter of the officer’s investigation originates inside their city limits.” *Torres*, 350 So. 3d at 424. The *Torres* court, however, did not cite any general or special law to support this exception. Rather, it grounded this exception on a line of cases, all of which referenced the exception, but none of which explicitly created the exception or cited any authority for the exception in statute or the constitution. *Id.* In fact, our reading of these cases leads us to conclude that this exception may have simply slid into Florida jurisprudence through multiple courts’ use of imprecise language, which over time was cited by one court and then another, often in decisions that recited the purported exception, but never exclusively relied upon it and certainly never examined its origin.

As evidence of this, we start with the two cases cited by the *Torres* court: *Knight v. State*, 154 So. 3d 1157 (Fla. 1st DCA 2014), and *Nunn v. State*, 121 So. 3d 566 (Fla. 4th DCA 2013). Both cases state that municipal law enforcement officers

can exercise their law enforcement powers outside the limits of their municipality if the subject matter of their investigation originated inside their municipality's limits. *Knight*, 154 So. 3d at 1159; *Nunn*, 121 So. 3d at 568. But neither case created that exception and, upon close examination, neither case relied upon it.⁶ They simply stated that such an exception existed. In reciting the purported continuing

⁶ The defendant in *Knight* sought to suppress all evidence seized as a result of a search of his home computer. Although the *Knight* court discussed the continuing investigation exception, it never needed the exception to give power to the officer's actions because the officer never projected power she did not have. This is so for two reasons. First, the *Knight* court had already concluded that none of the officer's initial actions were outside her jurisdiction because the "investigation involved computer files appellant placed in folders that were shared over a peer-to-peer network" that could be "accessed over the Internet by way of appellant's file-sharing program," and, therefore, "appellant cannot argue that this portion of [the officer's] investigation was outside her territorial jurisdiction." *Knight*, 154 So. 3d at 1160. Second, the officer's continued involvement in gathering evidence outside of her jurisdiction was authorized by a mutual aid agreement. *Id.* Therefore, the short discussion in *Knight* of a stand-alone, court-created continuing investigation exception was unnecessary to reach the opinion's outcome.

Likewise, in *Nunn* the officer never used the power of her office outside her jurisdiction, and the defendant never argued she did. Instead, the defendant's argument in *Nunn* was that the officer never had authority to record a telephone call from within her jurisdiction because it was *ultimately* discovered that the crime was outside her jurisdiction. *Nunn*, 121 So. 3d at 567 ("Nunn claims that the officer was not acting within her jurisdiction when she recorded the call because all the acts occurred in Margate."). In denying the motion to suppress, the *Nunn* court held that at the time the controlled call was made, the Coral Springs Police Department had "a good faith belief that the acts occurred in both Margate and Coral Springs." *Id.* at 568. The fact that the officers later learned that the acts of abuse only occurred in Margate, outside their jurisdiction, did not invalidate the authority they had to record a controlled call within their jurisdiction in order to investigate a crime they had reason to believe occurred within their jurisdiction.

investigation exception, which neither *Knight* nor *Nunn* ultimately relied upon, both cases cited as authority for its existence *State v. Price*, 589 So. 2d 1009 (Fla. 4th DCA 1991).⁷ But, as an authority for the exception, *Price* suffers from the same infirmity.

Price is a two-paragraph opinion. From the brief facts we learn that the Fort Lauderdale police used a confidential informant to arrange a drug deal and then recorded the conversation between the informant and the defendant. *Price*, 589 So. 2d at 1010. When arrangements were finalized for the drug deal to take place outside of Fort Lauderdale, the Fort Lauderdale police handed the investigation over to the Broward County Sheriff's Department. *Id.* As such, the officers in *Price* never exerted police power outside their jurisdiction and therefore never needed a court-created exception to grant them that power. Nevertheless, *Price* states that such an exception exists and cites a single case for that proposition: *Goodman v. State*, 399 So. 2d 1120 (Fla. 4th DCA 1981). *Id.*

Goodman, however, did not create the continuing investigation exception, nor did it cite a statute or constitutional provision that bestowed such power upon an officer. Instead, the *Goodman* court applied the continuing investigation exception, as if it was a well-established judicially created exception to the color of office

⁷ The *Knight* court also cited *State v. Allen*, 790 So. 2d 1122, 1125 (Fla. 2d DCA 2001), and *Wilson v. State*, 403 So. 2d 982, 984 (Fla. 1st DCA 1980).

doctrine. *Goodman*, 399 So. 2d at 1121. But a year later, the Fourth District felt compelled to remind readers that this exception was “subject to the proviso . . . that officers who act outside their jurisdiction, but not in fresh pursuit, may investigate and gather evidence only through the use of their own senses and through the voluntary cooperation of citizens.” *Phoenix*, 428 So. 2d at 266 n.2. In other words, police officers who act outside of their jurisdiction, and not in fresh pursuit, may not use power belonging only to the police. *Id.* Over time, though, this proviso was lost and the line of cases subject to it went on to serve as the foundation in *Price*, which then served as the foundation in *Nunn*, which then served as the foundation in *Knight*, which then served as the foundation in *Torres*. From this history, we conclude that a stand-alone, continuing investigation exception may have inadvertently slid into Florida’s jurisprudence despite the *Phoenix* court’s warning.

For this reason, and because we find that the power for a municipality to exercise extraterritorial powers must be provided by the Legislature, we reject a court-created exception and certify conflict with the Fifth District’s decision in *Torres*. In so doing, we are mindful of the powerful contrast the *Collins* court drew decades ago when excluding evidence obtained based upon the color of office, explaining that: “Any other rule would undermine ‘the right of the people to be secure in their persons, houses, papers and effects,’ and would obliterate one of the most fundamental distinctions between our form of government, where officers are

under the law, and the police-state where they are the law.” *Collins*, 143 So. 2d at 703.

AFFIRMED. CONFLICT CERTIFIED.

WOZNIAK and MIZE, JJ., concur.

Ashley Moody, Attorney General, Tallahassee, and Richard A. Pallas, Jr., Assistant Attorney General, Daytona Beach, for Appellant.

Stuart I. Hyman, of Stuart I. Hyman, P.A., Orlando, for Appellee.

NOT FINAL UNTIL TIME EXPIRES TO FILE MOTION FOR REHEARING
AND DISPOSITION THEREOF IF TIMELY FILED

**LAW ENFORCEMENT
MUTUAL AID AGREEMENT**

BETWEEN

**CITY OF PUNTA GORDA POLICE DEPARTMENT
&**

CHARLOTTE COUNTY SHERIFF'S OFFICE

WITNESSETH

Whereas, the City of Punta Gorda Police Department and Charlotte County Sheriff's Office are so located that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity, dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, hurricanes, tornadoes or other weather-related crises, sporting events, concerts, parades, escapes from detention facilities, traffic and traffic related violations of Florida Statutes (pursuant to FL Attorney General Advisory Legal Opinion - AGO 2002-46), and incidents requiring utilization of specialized units (such as bomb disposal units or special weapons and tactics units), and intensive situations including, but not limited to emergencies as defined under Section 252.34, Florida Statutes, so as to protect the public peace and safety, and preserve the lives and property of the citizens of both the City of Punta Gorda and Charlotte County; and

Whereas, the City of Punta Gorda Police Department and Charlotte County Sheriffs Office have the authority under The Mutual Aid Act, Chapter 23, Part I, Florida Statutes, to enter into a mutual aid agreement for law enforcement services which permits voluntary cooperation and assistance across jurisdictional lines.

Now, therefore, the parties agree as follows:

SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to investigating homicides; sex offenses; robberies; burglaries; thefts; gambling; motor vehicle thefts; controlled substances violations; DUI violations; and to provide backup services during patrol activities, and for inter-agency task forces and/ or joint investigations. When an officer of City of Punta Gorda Police Department is assigned to task force operations pursuant to this agreement and he/ she observes a violation of Florida Statutes in his/her presence, he/ she shall be empowered to render enforcement assistance and to take enforcement action in accordance with the law.

No provision of this agreement (excepting the powers delineated in Section II. B) is intended to grant general law enforcement authority to the City of Punta Gorda Police Department to conduct investigations of crimes originating outside the city limits, enforce traffic laws, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the Charlotte County Sheriff's Office.

SECTION II: PROCEDURE FOR REQUESTING ASSISTANCE

A. To receive mutual aid assistance from another agency within the law enforcement jurisdiction

In the event that either party to this agreement is in need of assistance as set forth above, an authorized representative of the agency requesting assistance shall notify the agency head or his/her designee from whom such assistance is requested. The agency head or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and respond in an appropriate manner.

The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance under this mutual aid agreement in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates. No officer or appointee shall be empowered under this agreement without prior approval of the agency head having normal jurisdiction and the agency head's decision in these matters shall be final. No provision of this mutual aid agreement shall impair any of the jurisdictional powers of either agency in non-mutual aid situations.

Should a sworn law enforcement deputy sheriff of the Charlotte County Sheriff's Office, empowered to enforce laws within the entire jurisdictional boundaries of Charlotte County need additional or back up law enforcement mutual aid assistance from the City of Punta Gorda Police Department, he/she may request such assistance by radio, telephone, or other appropriate means.

Should a sworn law enforcement officer of the City of Punta Gorda Police Department, empowered to enforce laws within the entire jurisdictional boundaries of the City of Punta Gorda need additional or back up law enforcement mutual aid assistance for the Charlotte County Sheriff's Office, he/she may request such assistance by radio, telephone, or other appropriate means.

B. To receive mutual aid assistance from another agency outside of the law enforcement jurisdiction

Should a sworn law enforcement officer of the City of Punta Gorda Police Department be outside of the city limits of the City of Punta Gorda for matters of a routine nature, such as traveling through the jurisdiction on routine business, attending a meeting or going to or from work, or transporting a prisoner, and come across a disabled vehicle or a violation of Florida Statutes occurs in the presence of said officer, representing his/her respective agency, he/she shall be empowered to render law enforcement mutual aid assistance and act in accordance with

law, he/she shall notify the Charlotte County Sheriff's Office by radio, telephone, or other appropriate means as soon as possible.

Because jurisdictional lines between the City of Punta Gorda and Charlotte County are oft times not readily apparent and there are enclaves of City and County jurisdictions (an example would be the middle of Charlotte Harbor) that require the transit of the City of Punta Gorda Police Department officers to and from these enclaves it is the intent of the Sheriff to grant law enforcement jurisdictional authority to City of Punta Gorda Police Department's officers within a quarter of a mile (0.25 mile) of city jurisdiction (not including City of Punta Gorda utility property within the county.) The entire neighborhood known as Charlotte Park is deemed included within that 0.25-mile extension.

Should a sworn law enforcement officer of the City of Punta Gorda Police Department be outside of the city limits of the City of Punta Gorda but within one quarter mile of said City limit and a violation of Florida Statutes occurs in the presence of said City of Punta Gorda Police Department officer, he/she shall be empowered to render law enforcement mutual aid assistance and act in accordance with law. If law enforcement action is taken by the City of Punta Gorda Police Department pursuant to the foregoing they shall notify the Sheriff or his designee as soon as possible by notifying the Charlotte County Sheriff's Office Dispatch Center of actions taken.

Further each signatory agrees that when a City of Punta Gorda Police Department officer is out of his/her jurisdiction (and not within the aforementioned quarter of a mile adjacent to the City of Punta Gorda jurisdictional boundaries where the Sheriff has granted law enforcement authority), and the City of Punta Gorda Police Department officer witnesses a forcible felony as defined in FSS 776.08¹, the commission of this felony is a law enforcement emergency. The Sheriff shall be deemed to have requested the operational assistance of the City of Punta Gorda Police Department to apprehend the suspect and take any other action reasonably necessary to protect the persons or property. If law enforcement action is taken by City of Punta Gorda Police Department pursuant to the foregoing they shall notify the Sheriff or his designee as soon as possible. Upon receiving notice, Charlotte County Sheriff's Office shall elect to send law enforcement deputy sheriffs to the scene or shall approve any further law enforcement interventions when circumstances so require.

Should Charlotte County Sheriff's Office request that further law enforcement action be taken, the law enforcement officer of the City of Punta Gorda Police Department shall render assistance, if needed, and upon the arrival of a deputy sheriff of the Charlotte County Sheriff's Office, shall turn the situation over to such Charlotte County deputy sheriff, and offer any assistance requested, including, but not limited to, a follow-up written report documenting the event and the actions taken.

¹ 776.08 Forcible felony.- "Forcible felony" means treason; murder; manslaughter; sexual battery; carjacking; home-invasion robbery; robbery; burglary; arson; kidnapping; aggravated assault; aggravated battery; aggravated stalking; aircraft piracy; unlawful throwing, placing, or discharging of a destructive device or bomb; and any other felony which involves the use or threat of physical force or violence against any individual.

SECTION III: COMMAND AND SUPERVISORY RESPONSIBILITY

A. Command and supervision

In order to ensure that control is maintained over the personnel and equipment of the agency extending mutual aid, the personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head.

In order to ensure that control is maintained over the law enforcement operations of the agency receiving mutual aid under this agreement, the supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency receiving assistance.

B. Conflicts

Whenever an officer, deputy sheriff or other appointee is rendering mutual aid assistance pursuant to this agreement, the officer, deputy sheriff or appointee shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employing agency. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, personnel policy, general order or procedure shall control and shall supersede the direct order, unless such action would result in the imminent bodily harm of another person.

C. Handling complaints against law enforcement personnel

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the agency head or his/her designee of the receiving agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant;
2. An address where the complaining party can be contacted;
3. The specific allegation; and
4. The identity of the employees accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/ or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION IV: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such aid pursuant to this agreement, subject to the

provisions of Section 768.28, Florida Statutes, where applicable.

SECTION V: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

Employees of the City of Punta Gorda Police Department when rendering assistance outside of their jurisdictional limits, under the terms of this agreement, shall, pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's jurisdiction.

Each party agrees to furnish necessary personnel, equipment, resources and facilities and to render services to each other party to the agreement as set forth above; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such aid. Each agency that furnishes equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

The agency furnishing mutual aid pursuant to this agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.

The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency shall apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary employees.

Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.

SECTION VI: LIABILITY INSURANCE

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16)(a), Florida Statutes, in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such

change within ten (10) days of receipt of notice or actual knowledge of such change.


SECTION VII: EFFECTIVE DATE AND TERM OF AGREEMENT

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect through January 2, 2025 unless renewed, amended, extended or cancelled. Under no circumstances may this agreement be renewed, amended, extended or cancelled except in writing.

SECTION VIII: CANCELLATION

Either party may cancel its participation in this mutual aid agreement upon delivery of written notice to the other party or parties. Cancellation will be effective at the direction of any subscribing party.

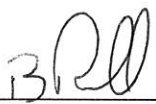
In witness whereof, as chief executive officers with power to contractually bind each law enforcement agency, shall cause these presents to be signed on the date specified below.

By: 
Gregory Murray
City Manager

Date: 12/29/2020

By: Pamela R. Davis
Pamela Davis
Chief, City of Punta Gorda
Police Department

Date: 12/29/2020

By: 
Bill Prummell
Sheriff, Charlotte County
Sheriff's Office

Date: 04/04/2021

MUTUAL AID AGREEMENT
BETWEEN THE CITY OF PUNTA GORDA AND THE
SHERIFF OF CHARLOTTE COUNTY

This Agreement is entered into between the City of Punta Gorda and the Sheriff of Charlotte County.

WHEREAS, it is the responsibility of the governments of the Sheriff of Charlotte County and the Punta Gorda Police Department, herein referred to as "Participating Agencies" or "Agency" to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, the City of Punta Gorda Police Department and the Sheriff of Charlotte County are so located that it is to the advantage of each to receive and extend mutual aid in the jurisdictional criminal activities, dealing with civil disturbances, large protest demonstrations, concerts, parades, escapes from detention facilities, traffic and traffic related violations of Florida Statutes in accordance with Florida Attorney General Advisory legal Opinion – AGO 2002-46, and incidents requiring utilization of specialized units such as bomb disposal units or special weapons and tactics units, and intensive situations including, but not limited to, emergencies as defined under section 252.34, Florida Statute, so as to protect the public peace and safety, and preserve the lives and property of the citizens of both the City of Punta Gorda and Charlotte County.; and

WHEREAS, the City of Punta Gorda o/b/o the Punta Gorda Police Department and Sheriff of Charlotte County have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a mutual aid agreement;

NOW, THEREFORE, the parties agree as follows:

**MUTUAL AIDE - COOPERATIVE
AGREEMENT**

**Between CCSO and PGPD
CONTRACT # _____**

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SECTION I: DESCRIPTION

- 1.0 This Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations requiring the use of Special Response Teams. Additionally, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.

SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION

- 2.0 Each Participating Agency hereby approves and enters into this agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigating homicides; sex offenses; robberies; burglaries; thefts; gambling; motor vehicle thefts; controlled substances violations; driving under the influence violations; and to provide backup services during patrol activities, and for inter-agency task forces and/or joint investigations. When an Officer of the City of Punta Gorda Police Department is assigned to a taskforce operation pursuant to the agreement and he/she observes a violation of Florida Statute in his/her presence, he/she shall be employed to render enforcement assistance and to take enforcement action in accordance with the law.
- 2.1 No provision of this agreement, except the powers delineated in section III, is intended to grant general law enforcement authority to the City of Punta Gorda Police Department to conduct investigations of crimes originating outside the city limits, enforce traffic laws, serve warrants and/or subpoenas, or to respond without request to emergencies already being addressed by the Sheriff of Charlotte County.

**MUTUAL AIDE - COOPERATIVE
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SECTION III: PROVISIONS FOR VOLUNTARY COOPERATION

- 3.0 Mutual Aid from another agency within the law enforcement jurisdiction.
- a. In the event that a Participating Agency is in need of assistance as specified in the joint declaration, an authorized representative of the Punta Gorda Police Department or the Sheriff of Charlotte County requiring assistance shall notify that agency from whom such assistance is requested. Request for assistance may be made by radio, telephone, or other appropriate means. The authorized agency representative whose assistance is sought shall evaluate the situation and his/her available resources and will respond in a manner deemed appropriate.
 - b. The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance under this agreement in his/her jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates. No officer or appointee shall be empowered under this agreement without prior approval of the agency head having normal jurisdiction and the agency head's decision in these matters shall be final. No provision of this agreement shall impair any of the original jurisdictional powers of either agency.
- 3.1 To receive mutual aid assistance from another agency outside of the law enforcement jurisdiction.
- a. Should a sworn Law Enforcement Officer of the City of Punta Gorda Police Department be outside of the city limits of the City of Punta

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Gorda in an official capacity, for matters of a routine nature, such as traveling through the jurisdiction on routine business, attending a meeting or going to or from work, or transporting a prisoner, and comes across a disabled vehicle or a violation of Florida Statutes occurs in the presence of said officer, he or she shall be empowered to render law enforcement mutual aid assistance and act in accordance with law. He or she shall notify the Charlotte County Sheriff's Office Communication Center by radio, telephone, or other appropriate means as soon as possible.

- b. Because jurisdictional lines between the City of Punta Gorda and Charlotte County are often times not readily apparent and there are enclaves of City and County jurisdictions, such as the middle of Charlotte Harbor, that require the transit of the City of Punta Gorda Police Officers to and from these enclaves, it is the intent of the Sheriff to grant law enforcement jurisdictional authority to the City of Punta Gorda Police Department's Officers within a quarter of a mile (0.25 mile) of city jurisdiction, including the entire neighborhood known as Charlotte Park. In addition to the quarter mile, the Sheriff grants law enforcement jurisdiction authority at the Charlotte County Jail to the City of Punta Gorda Police Department Officers.
- c. Should a sworn Law Enforcement Officer of the City of Punta Gorda Police Department be outside of the city limits, but within the one quarter mile of said City limit or at the Charlotte County Jail, and a violation of Florida Statutes occurs in their presence or the Police Officer is conducting an investigation in accordance with the provisions of Florida State Statute, Chapter 316.193, the City of Punta Gorda Police Officer shall have jurisdictional powers and be empowered to take law enforcement action. The City of Punta Gorda Police Department shall

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notify the Sheriff or his designee as soon as possible of any action taken resulting in an arrest or criminal offense within the extended jurisdiction by notifying the Charlotte County Sheriff's Office Communication center of actions taken.

- d. The City of Punta Gorda agrees that when a City of Punta Gorda Police Department Officer is out of his/her jurisdiction and not within the aforementioned quarter mile or other area where the Sheriff has granted law enforcement authority, and the City of Punta Gorda Police Officer has witnessed a forcible felony as defined in FSS 776.08¹, the commission of this felony is a law enforcement emergency. The Sheriff shall be deemed to have requested the operational assistance of the City of Punta Gorda Police Department to apprehend the suspect and take any other action reasonably necessary to protect the persons or property. If Law Enforcement action is taken by the City of Punta Gorda Police Department pursuant to the foregoing, they shall notify the Sheriff or his designee as soon as possible. Upon receiving notice, the Sheriff shall elect to send law enforcement Deputies to the scene or shall approve any further law enforcement interventions when circumstances so require.
- e. Should the Sheriff request that further law enforcement action be taken, the law enforcement officer of the City of Punta Gorda Police Department shall render assistance, if needed, and upon the arrival of a Deputy Sheriff, the City Police Department shall turn the situation over to the Sheriff and offer any assistance requested including, but not

¹ **776.08 Forcible felony.**—"Forcible felony" means treason; murder; manslaughter; sexual battery; carjacking; home-invasion robbery; robbery; burglary; arson; kidnapping; aggravated assault; aggravated battery; aggravated stalking; aircraft piracy; unlawful throwing, placing, or discharging of a destructive device or bomb; and any other felony which involves the use or threat of physical force or violence against any individual.

limited to, a written report documenting the event and actions taken.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

- 4.0 Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources, at their own costs, to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
- 4.1 Whenever an officer, deputy sheriff, or other appointee is rendering assistance pursuant to this Agreement, the officer, deputy sheriff, or appointee shall be under the direct supervision and command of the agency head or his/her designee. The participating agency member shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his or her own employing agency. If any such rule, regulation, personnel policy, general order, or standard operating procedure of the employing agency is contradicted, or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the order unless such action would result in the imminent bodily harm of another person. Once a conflict is identified, the requesting agency's supervisor shall be immediately notified of said conflict.
- 4.2 Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the agency head or his/her designee of the receiving agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

- a. The identity of the complainant.

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- b. The address and contact number where the complaining party may be contacted.
- c. The specific allegations; and
- d. The identity of the employee accused without regard to agency affiliation.

SECTION V: POWERS, PRIVILEGES, IMMUNITIES, AND COST

- 5.0 All employees of the participating agencies, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing agency pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision or jurisdiction in which they are normally employed.
- 5.1 The political subdivision or governing body having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to the same and shall pay any and all expenses incurred in the maintenance and operation of the same.
- 5.2 The political subdivision or governing body having financial responsibility for the law enforcement agency providing aid to the requesting agency pursuant to this Agreement shall be responsible for compensating its employees while rendering aid pursuant to this Agreement and shall pay actual travel and maintenance expenses of its employees rendering such aid. Such compensation shall include any amounts paid or due for compensation resulting from personal injury or death while such employees are engaged in rendering such aid. Such compensation shall

**MUTUAL AIDE - COOPERATIVE
AGREEMENT**

**Between CCSO and PGPD
CONTRACT # _____**

also include, to the extent allowable by law, all benefits normally due to such employees by the responding agency.

- 5.3 All exemption from ordinance and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective agencies shall apply them to the same degree, manner, and extent while engaged in the performance of their functions and duties extra-territorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid auxiliary employees.
- 5.4 The political subdivision or governing body having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision or governing body in any suit, action, or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing agency aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

SECTION VI: LIABILITY INSURANCE

- 6.0 Each party shall provide satisfactory proof of liability insurance by one or more the means specified in Section 768.28, Florida Statutes, in an amount which is, in the judgement of governing body of the party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be cancelled or undergo material change, that party shall notify all parties to this agreement of such change within 10 days of receipt of notice or actual knowledge of such change.

**MUTUAL AIDE - COOPERATIVE
AGREEMENT**

**Between CCSO and PGPD
CONTRACT # _____**

SECTION VII: OTHER PROVISIONS

7.0 **Conflicts:** Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.

7.1 **Effective Date and Duration:** This Agreement shall be in effect from the date of signing, through and including January 1, 2030. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

Termination: This Agreement may be canceled by any party upon written notice to the other party.

7.3 **Notice:** In the event either party hereunder desires or is required to provide written notice to the other party, the party desiring or required to provide such written notice shall provide it by certified mail, return receipt requested, postage prepaid, to the other party at the address listed below:

If to the Sheriff: Sheriff of Charlotte County
Charlotte County Sheriff's
Office Attention: Legal
7474 Utilities Road
Punta Gorda, FL
33982

With Copies to: **Darol H.M. Carr, Esq**
General Counsel
99 Nesbit Street
Punta Gorda, FL 33950
.

If to the City: _____

MUTUAL AIDE - COOPERATIVE
AGREEMENT

Between CCSO and PGPD
CONTRACT # _____

7.3 **Governing Law and Venue:** This agreement shall be construed under the laws of Florida and venue for any and all claims arising out of this agreement shall be exclusively in the court of Charlotte County, Florida

7.4 **Filing:** The parties agree that in accordance with the Florida Mutual Aid Act, a copy of a mutual aid agreement must be filed with the Department of Law Enforcement within 14 days after it is signed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as of the final date below written.

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2024.

;

LYNNE R MATTHEWS
Mayor – City of Punta Gorda

SHERIFF BILL PRUMMELL
Charlotte County Sheriff's Office

ATTEST:

Signature: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MUTUAL AIDE - COOPERATIVE
AGREEMENT

Between CCSO and PGPD
CONTRACT # _____

City Attorney

Sheriff's Attorney

**MUTUAL AIDE - COOPERATIVE
AGREEMENT**

Between CCSO and PGPD

CONTRACT # _____

11 | P a g e

**CITY COUNCIL
CITY OF PUNTA GORDA
07/10/2024**

CONSENT AGENDA

Title:

Amendment No. 1 Agreement between the School Board of Charlotte County, Florida and The City Council for The City of Punta Gorda, Florida and the Punta Gorda Police Department.

Funds:

Not applicable

Recommended Action:

Council approval of amended Memorandum of Understanding

Summary:

CS/CB/HB 1473 of the 2024 legislative updates amending Florida Statute 1006.12 requires documentation of the party responsible for maintaining records relating to School Resource Officer training. The current Memorandum of Understanding between the City of Punta Gorda Police Department and Charlotte County Public Schools does not articulate this requirement. The Punta Gorda Police Department currently maintains all training records for School Resource Officers. The amendment specifies this continued responsibility in the MOU.

Department/Division:

Police

EXHIBITS:

-
1. [Resource Office Agreement 2024 - 2025](#)
 2. [MOU PGPD & CCPS SRO](#)
-

AMENDMENT NO. 1

AGREEMENT BETWEEN THE SCHOOL BOARD OF CHARLOTTE COUNTY, FLORIDA AND THE CITY COUNCIL FOR THE CITY OF PUNTA GORDA, FLORIDA, THE PUNTA GORDA POLICE DEPARTMENT

WHEREAS, the School Board of Charlotte County, Florida (“School Board”) and the City Council of the City of Punta Gorda, Florida, the Punta Gorda Police Department (“City”) have entered into a SCHOOL RESOURCE OFFICER AGREEMENT, dated March 1, 2023 (“Existing Agreement”); and

WHEREAS, the School Board and the City desire to amend the Existing Agreement to identify the entity responsible for maintaining records relating to School Resource Officer training, in accordance with Chapter 2024-155, Laws of Florida which amended Section 1006.12, Florida Statutes.

NOW, THEREFORE, in consideration of the foregoing and sufficiency of which are hereby acknowledged, the School Board and City agree as follows:

1. The Existing Agreement is hereby amended by the addition of a new Paragraph 22 to read as follows:
 22. During the term of this Agreement, the City shall be responsible for maintaining records relating to the training of School Resource Officers.
2. In all other respects, the terms and conditions of the Existing Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date of the last signature below.

THE SCHOOL BOARD OF CHARLOTTE COUNTY, FLORIDA

By: _____ Attest: _____

Print: _____ Print: _____

Date: _____ Date: _____

Approved as to form and correctness:

Signature: _____

CITY OF PUNTA GORDA, FLORIDA

By: _____
LYNNE R. MATTHEWS, Mayor

Date: _____

ATTEST:

Sara Welch, City Clerk

APPROVED AS TO FORM:

David M. Levin, City Attorney

**AGREEMENT
BETWEEN THE SCHOOL BOARD
OF CHARLOTTE COUNTY, FLORIDA AND
THE CITY COUNCIL FOR THE CITY OF PUNTA GORDA, FLORIDA**

THIS AGREEMENT made and entered into this 1st day of March, 2023, by and between the School Board of Charlotte County, Florida (hereinafter "School Board") and the City Council for the City of Punta Gorda, Florida (hereinafter "City") pertaining to a School Resource Officers or Safe Schools Officers, as the context may require, Program pursuant to Section 1006.12, Florida Statutes.

RECITALS

The School Board is willing, during the term of this Agreement, to provide funds to reimburse the City for the salaries and the benefits of the Safe-School Officers program as specified in order to preserve the Safe School Officers it presently operates in the Charlotte County Public Schools. All Safe School Officers shall hereinafter be known as School Resource Officers (hereinafter SROs) and will meet the applicable statutory criteria.

The School Board and City hereby enter into an Agreement for the provision of services by the City of Punta Gorda Police Department to the Charlotte County School District as a part of the School Resource Officer Program.

It is agreed between the parties as follows:

1. The foregoing recitals are true and a part of this Agreement.
2. The goals of the School Resource Officer Program are:
 - a. To patrol the grounds of the school assigned, in order to deter any and all unwanted persons from entering onto the school campus, in the attempt to create as safe environment as possible for all students and faculty;
 - b. To perform all of his or her sworn law enforcement duties and follow the guidelines set forth in Florida State Statutes;
 - c. To identify and prevent delinquent behavior and substance abuse through training and serving as a positive role model;
 - d. To foster a better understanding of the law enforcement functions with the faculty and the students in the school environment;
 - e. To develop and practice positive concepts of law enforcement;
 - f. To develop a better appreciation of citizen rights, obligations and responsibilities;
 - g. To provide information about crime prevention and be prepared to teach others using information and the training they have received for this purpose;
 - h. To provide assistance and support for crime victims identified within the school setting, including abused children;
 - i. To promote positive relations between students and law enforcement officers;

3. During the term of this Agreement, the City will provide to the School Board seven (7) qualified SROs with substantially the same level of training and experience as those presently serving as City of Punta Gorda Police Officers. The City will provide two (2) SROs at Charlotte High School and two (2) at Punta Gorda Middle School and one (1) at Sallie Jones Elementary School and one (1) at Baker Center. The final SRO (1) will serve in a supervisory capacity which includes providing coverage at any school that has a gap in staffing from the levels outlined previously.
 - a. Times for high school hours of operation are 7:10 a.m. – 2:10 p.m.
 - i. Suggested SRO times 6:30 a.m. – 2:30 p.m.
 - b. Times for middle school hours of operation are 9:10 a.m. – 4:10 p.m.
 - i. Suggested SRO times 8:35 a.m. – 4:35 p.m.
 - c. Times for elementary school hours of operation are 8:20 a.m. – 2:50 p.m.
 - i. Suggested SRO times are 7:30 a.m. – 3:30 p.m.
 - d. Times for center hours of operations are 7:30 a.m. 3:30 p.m.
 - i. Suggested SRO times are 7:30 a.m. – 3:30 p.m.
4. The SROs may, on an occasional basis, as directed by the Superintendent of Charlotte County Public Schools, and in coordination with the City of Punta Gorda Police Department or its designee, be required at other educational facilities.
5. SROs shall be certified law enforcement officers, as defined in Section 943.10 (1), Florida Statutes, having the powers and duties of a law enforcement officer throughout their tenure as SROs. They shall be appointed law enforcement police officers and shall remain members of the City of Punta Gorda Police Department and shall not be employees of the Charlotte County School Board. The School Board and the City acknowledge that the SROs will remain subject to the chain of command of the City of Punta Gorda Police Department. The City shall be responsible for the control and direction of the SROs assigned to the School Resource Officer Program. The selection of police officers to serve as new SROs shall be made jointly by the City and the Superintendent, and/or their designees. The day-to-day activities of SROs shall be coordinated by the individual school principal in consultation with the City. SROs will not be scheduled for regular administrative or classroom duties except with the consent of the City.
6. **Crisis Intervention Training:** SRO's will meet training requirements, as provided under Sections 1006.12 (1) and (2) F.S. as they relate to mental health crisis intervention and de-escalation training. Mental health crisis intervention training will be conducted through a curriculum developed by a recognized national organization with expertise in mental health crisis intervention.
7. **Mandatory Reporting to Safe-School Office of Discipline, Dismissal or Discharge of Firearm.** Under the Department of Education Rule 6A-1.0018, the Board must report the discipline and dismissal of safe-school officers and any discharge of an officer's weapon, outside of training activities, to the Office of Safe Schools within 72 hours.
8. The SROs are law enforcement police officers and will function as such, both on and off campus. They are not to serve as disciplinarians for school officials. In-school discipline will remain the responsibility of the school administration and the Superintendent. The SROs will, however, investigate crimes which occur on campus, with emphasis on violent crimes and apprehending those involved in illicit drug sales

and use. They will also apprehend and arrest persons who are unlawfully trespassing on the school campuses.

9. Section 1006.13, Florida Statutes, requires the School Board to enter into an agreement with their respective sheriffs and police departments to ensure that any acts posing a threat to school safety are reported to law enforcement and detailing the role of school resource officers in handling such incidents and the procedures for requiring school personnel to consult with school resource officers concerning delinquent acts and crimes. The School Board and the City are mutually responsible for providing a safe environment within which students can receive appropriate instructional and educational services through the cooperative efforts of the parties to the benefit of the public health, safety and welfare.

The SRO's will maintain order on the school campuses and shall not ignore criminal acts that come to their attention.

- a. School Board shall adopt a policy of zero tolerance that:

1. Defines criteria for reporting to the City any act that poses a threat to school safety that occurs whenever or wherever students are under the jurisdiction of the School Board.
2. Defines acts that pose a threat to school safety.
3. Defines petty acts of misconduct which are not a threat to school safety and do not require consultation with law enforcement.
4. Minimizes the victimization of students, staff, or volunteers, including taking all steps necessary to protect the victim of any violent crime from any further victimization.
5. Establishes a procedure that provide each student with the opportunity for a review of any disciplinary action imposed on such student by such policy pursuant to s. 1006.07.
6. Requires the threat assessment team to consult with law enforcement when a student exhibits a pattern of behavior, based upon previous acts or the severity of an act that would pose a threat to school safety.

- b. Students found to have committed one of the following offenses shall be expelled, with or without continuing education services, from the student's regular school for a period of not less than one (1) full year, and shall be referred to the criminal justice or juvenile justice system.

1. Bringing a firearm or weapon, as defined in chapter 790, F.S., to school, to any school function or onto any school-sponsored transportation or possessing a firearm at school.
2. Making a threat or false report, as defined by ss. 790.162 and 790.163, F.S. respectively, involving school personnel's property, school transportation, or a school sponsored activity.

- b. District school boards may assign such students to a disciplinary program for the purpose of continuing education services during the period of expulsion.

10. The SROs will serve as educational resources and when requested, will address groups of students in reference to subjects involving law enforcement matters and/or student safety. The SROs will also serve school personnel as instructional resources to school personnel, to familiarize them with methods and techniques of identifying and handling substance abuse and other criminal activities. They will serve in an advisory capacity to the school principals whenever requested.

11. The SROs will maintain order on the school campuses and shall not ignore any criminal acts that come to

their attention.

12. The School Board and the City will cooperate in the operation of the SRO program. The School Board shall provide adequate supplies and office space at each school campus.
13. All information and coordination from the City of Punta Gorda Police Department personnel supervising the SRO program shall be routed through the office of the Superintendent or his designee. Such information and coordination from City's personnel shall include, but not be limited to, scheduling county level SRO meetings, meetings with School district officials, drug/explosive canine inspection or search schedules, smoking ticket operations, security detail schedules, changes in SRO policy, SRO absences and safety or security plans.
14. The SROs shall report directly to the principals of their assigned schools for time keeping purposes. Each SRO may be scheduled by the principal for a total of 84 hours during the work period set by the City of Punta Gorda Police Department. The City suggests each of its law enforcement police officers to come to the Administration offices each day, at the beginning of their shift, to obtain Vital Departmental Information and "Be On the Lookout" information pertaining to criminal activity in the community. SROs are required to report to their Administration offices to timely file all necessary paperwork and reports to be recorded at the City of Punta Gorda Police Department, and to convey and pass on necessary information to the Administrative officers. The SROs shall be scheduled to be present on school campuses during regular teacher work days. All time sheets for the SROs will be recorded at the City of Punta Gorda Police Department. A copy of all SRO time sheets shall be forwarded to the Superintendent or his designee. At the request of the principal, special details may be scheduled for after-school activities and special events at the current Agency detail rate. These special details will be coordinated through the School District Security Office and the City of Punta Gorda Police Department.
15. SROs will be off during Christmas Vacation, Spring Break and the summer recess between regular school years. However, reduced SRO coverage will be provided on the days schools are providing summer school. SROs will follow all guidelines, policies and procedures set forth by the City of Punta Gorda Police Department for sick leave and emergency leave. Schools with two SROs are permitted to go down to one SRO to provide coverage at another school during periods of SRO absences. If any school site, as identified in this agreement as a designated site for an SRO is without an SRO for more than ten (10) days in a single school year, Charlotte County Public Schools shall be reimbursed for every day an SRO is not present regardless of the reason.
16. Annually, on July 1st, the School Board shall provide funds to the City of Punta Gorda in response to monthly invoices in equal monthly installments for the SRO Program costs as reasonably determined by the City. The costs of the School Board contribution under this Agreement shall be \$150,247 (equal to 35% of the Program costs) as determined by the City in accordance with this agreement (for the three SRO positions established prior to July 1, 2018). Any increase in the total SRO Program cost to the School Board shall be limited to salary and operating expense increases as authorized by the City Council for the City's annual budget.
17. The costs of the School Board contribution under this Agreement shall be \$514,558 annually as determined by the City in accordance with this agreement (for the four (4) SRO positions established after July 1, 2018). Any increase in the total SRO Program cost to the School Board shall be limited to salary and operating expense increases as authorized by the City Council for the City's annual budget.


For the purposes of this provision, contract year shall mean the period between July 1st and June 30th of the next ensuing year.

The cost to the School Board for any SRO who begins training or service as an SRO after the beginning of the contract year shall be prorated.

18. Should any disagreement or concern arise as to the proper role or performance of the SROs or an individual SRO, the Superintendent and the City of Punta Gorda Police Department chain of command shall be immediately notified and they, or their designees, shall meet as soon as possible in an attempt to resolve the disagreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the City, or its designees.
19. The City shall only reassign or relieve an SRO of his or her normal SRO duties in exigent circumstances. In the event of any reassignment of a SRO, the School Board shall be relieved of any obligation to pay any share of the cost for such re-assigned or relieved SRO. The adjustment for any such reassigned SRO shall be made in each ensuing monthly billing from the City to the School Board.
20. The School Board, the City, their agents and employees, agree to cooperate in good faith in fulfilling the terms of this Agreement.
21. The initial term of this Agreement shall be from July 1, 2023 to June 30, 2024. Thereafter, this Agreement shall automatically renew on an annual basis, July 1st through June 30th, unless it is terminated by either party on or before March 30th of each year by written notice to the other party.

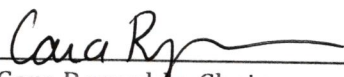
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ATTEST:




Steve Dionisio,
Superintendent of Schools

SCHOOL BOARD OF CHARLOTTE
COUNTY, FLORIDA



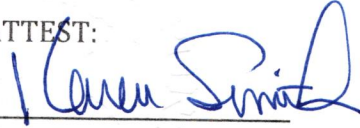
Cara Reynolds, Chair

APPROVED AS TO FORM



Michael R. McKinley,
School Board Attorney

ATTEST:



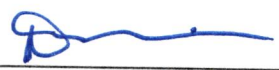
Karen Smith, City Clerk

CITY OF PUNTA GORDA, FLORIDA



Lynne R. Matthews, Mayor

APPROVED AS TO FORM:



David Levin, City Attorney

**CITY COUNCIL
CITY OF PUNTA GORDA
07/10/2024**

CONSENT AGENDA

Title:

Award of Amendment #2 to Marine Contracting Group, Inc. of Punta Gorda, FL to add additional work/zones to their existing Agreement (F2022112AgreeMar).

Funds:

Estimated Total Expenditure - \$8,421,455.00 - Account 103 3000 572 6380 (Canal Maintenance Funds 12.5%, State Funds 12.5% and FEMA Reimbursement 75%) (Ian PGI).

Recommended Action:

Staff recommend award of Amendment #2 to Marine Contracting Group, Inc. of Punta Gorda, FL.

Summary:

On April 23, 2023, City council awarded Agreement F2022112 to multiple contractors, Marine Contracting Group, Inc., RJ Gorman Marine Construction, LLC and Ecological Construction Services, Inc., dba Economy Dock, Seawall and Dredge Company for Hurricane Ian Seawall Repairs.

City staff elected to discontinue Agreement F2022112AgreeRjg with RJ Marine Construction, LLC, which was “terminated for convenience” on May 22, 2024.

All work/zones outstanding from the terminated contract will be assigned via contract amendment to Marine Contracting Group, Inc. as follows:

- PGI-NE2 - Twelve (12) Months (Approx. 1900 LF)
- PGI-NW2 - Twelve (12) Months (Approx. 5350 LF)
- PGI-SW - Twelve (12) Months (Approx. 4300 LF)

City staff submitted justification for the amendment strategy to the State’s Florida Division of Emergency Management (FDEM) and FEMA for review. which met with informal approval.

The estimated cost for the zones is \$8,421,455.00. The project timeline for completion is 365 consecutive calendar days after issuance of the notice to proceed.

Department/Division: Finance

EXHIBITS:

-
1. [Recommendation for Award](#)
 2. [Amendment #2 to F2022112](#)
-



INTEROFFICE MEMORANDUM

To: Kristin Simeone and Gregory Murray
From: Julie Rogan-Sutter, Sr. Purchasing Agent
Date: June 27, 2024
Subject: F2022112/MAR-SEAWALLREP/EOC – AWARD RECOMMENDATION

Due to various operational obstacles and unforeseen issues that arose during the seawall repair project. City staff elected to discontinue Agreement F2022112/MAR-SEAWALLREP/EOC with RJ Gorman Marine Construction, LLC of Panama City. The agreement was cancelled due to "Termination for Convenience".

City staff then discussed potential ways to move forward with reassigning RJ Gorman's outstanding work in Zones PGI-NW2, PGI-NE2 and PGI-SW. At the time of termination RJ Gorman was estimated to be approx. 33% complete overall and clearly not on target to complete all work within the agreement period deadline of November 11, 2024,

Initially city staff's intent was to rebid the outstanding work. However, Marine Contracting Group, Inc. (MCG) who were also awarded multiple zones (PGI-NW1, PGI-SE, BSI-N & BSI-S) reached out to Procurement to discuss assisting with any outstanding repairs. In discussions MCG agreed to honor the unit pricing they submitted for Solicitation F2022112 in March 22, 2023. At the time of bidding MCG provided unit pricing for all zones and were the lowest responsive and responsible bidder for all zones. However, at the time of award city staff had to consider bonding capacity and work capabilities for a multiple contractor award to complete the project within an eighteen month period.

MCG has indicated that they are near to completion for wall setting in BSI North and South and can relocate resources as soon as July, they also anticipate having wall setting complete in PGI NW1 & SE in December/January which will then allow them to commit all their barge configurations to the newly assigned zones allowing them to complete any newly assigned work within 12 months.

On review, the city will realize cost savings, time savings and quality assurance by assigning the work via amendment to MCG as follows:

- **PGI-NE2 - Twelve (12) Months (Approx. 1900 LF)**
- **PGI-NW2 - Twelve (12) Months (Approx. 5350 LF)**
- **PGI-SW - Twelve (12) Months (Approx. 4300 LF)**

City staff consulted with FEMA for approval of this approach, see attached responses..

Award Amount: Estimated Project Cost: **\$8,421,455.00**

Funding: Account #103 3000 572 6380 Project #IAN PGI

Cost Avoidance Savings: \$984,209.60



INTEROFFICE MEMORANDUM

☐ Funds available ☐ Funds not available/transfer required ☐ Funds not available/to be appropriated

Authority to award services:

☐ Procurement Manager ☐ City Manager ☒ City Council – Meeting Date: July 10, 2024

AWARD AUTHORIZATION

Recommendation Approval:

Julie Rogan-Sutter 6/27/2024 ☐ Concur ☐ Nonconcurrence
Julie Rogan-Sutter, Sr. Purchasing Agent Date

Funds Verification:

Kristin Simeone Digitally signed by Kristin Simeone
Date: 2024.07.03 15:48:43 -04'00' ☒ Concur ☐ Nonconcurrence
Kristin Simeone, Finance Director Date

Award Approval

GM 7/5/2024 ☒ Concur ☐ Nonconcurrence
Gregory Murray, City Manager Date

	CATEGORY B - ZONE PGI-NW2						REVISED QTY	ZONE PGI- NW2	MCG		RJ Gorman
1	Std 10' long panel	LF	7500	\$448.50	\$3,363,750.00		4500	\$448.50	\$2,018,250.00	\$443.05	\$1,993,725.00
2	12 1/2' long panel	LF	500	\$454.00	\$227,000.00		850	\$454.00	\$385,900.00	\$430.35	\$365,797.50
3	Offset panels (STD 10')	LF	80	\$605.00	\$48,400.00		10	\$605.00	\$6,050.00	\$413.59	\$4,135.90
4	Manta Rays/Helicals	Each	30	\$1,500.00	\$45,000.00		100	\$1,500.00	\$150,000.00	\$525.64	\$52,564.00
5	New Deadmen	Each	680	\$950.00	\$646,000.00		450	\$950.00	\$427,500.00	\$1,922.92	\$865,314.00
6	Additonal Fill Material	CY	22000	\$36.50	\$803,000.00		3000	\$36.50	\$109,500.00	\$35.00	\$105,000.00
7	Rip Rap Protection	LF	425	\$150.00	\$63,750.00		100	\$150.00	\$15,000.00	\$133.21	\$13,321.00
8	Material	Ton	180	\$95.00	\$17,100.00		7250	\$95.00	\$688,750.00	\$117.88	\$854,630.00
9	Developed Sod - Bahia	SF	1900	\$1.50	\$2,850.00		10	\$1.50	\$15.00	\$1.13	\$11.30
10	Floratom	SF	86000	\$1.85	\$159,100.00		61000	\$1.85	\$112,850.00	\$1.33	\$81,130.00
11	Undeveloped Sod - Bahia	SF	9600	\$1.50	\$14,400.00		2000	\$1.50	\$3,000.00	\$1.39	\$2,780.00
12	Outfal Drainage Pipe Rework	Each	10	\$1,100.00	\$11,000.00		8	\$1,100.00	\$8,800.00	\$2,592.68	\$20,741.44
13	Disposal	Each	37	\$329.00	\$12,173.00		30	\$329.00	\$9,870.00	\$350.92	\$10,527.60
14	Concrete Slab Removal & Disposal	SF	300	\$15.00	\$4,500.00		10	\$15.00	\$150.00	\$5.15	\$51.50
15	Pin Dock Disposal	Each	7	\$1,575.00	\$11,025.00		10	\$1,575.00	\$15,750.00	\$577.50	\$5,775.00
	TOTAL EXTENDED PRICE CATEGORY B - ZONE PGI-NW2			\$7,262.85	\$5,429,048.00			\$7,262.85	\$3,951,385.00	\$7,551.74	\$4,375,504.24

	CATEGORY D - ZONE PGI-NE2						REVISED QTY	ZONE PGI- NE2	MCG		RJ Gorman
1	Std 10' long panel	LF	4323	\$448.50	\$1,938,865.50		1200	\$448.50	\$538,200.00	\$445.20	\$ 534,240.00
2	12 1/2' long panel	LF	72	\$454.00	\$32,688.00		700	\$454.00	\$317,800.00	\$430.35	\$ 301,245.00
3	Offset panels (STD 10')	LF	100	\$605.00	\$60,500.00		10	\$605.00	\$6,050.00	\$413.59	\$ 4,135.90
4	Manta Rays/Helicals	Each	50	\$1,500.00	\$75,000.00		100	\$1,500.00	\$150,000.00	\$525.64	\$ 52,564.00
5	New Deadmen	Each	370	\$950.00	\$351,500.00		150	\$950.00	\$142,500.00	\$1,922.92	\$ 288,438.00
6	Additonal Fill Material	CY	12000	\$36.50	\$438,000.00		1000	\$36.50	\$36,500.00	\$35.00	\$ 35,000.00
7	Rip Rap Protection	LF	30	\$150.00	\$4,500.00		100	\$150.00	\$15,000.00	\$166.21	\$ 16,621.00

8	Material	Ton	30	\$95.00	\$2,850.00		2600	\$95.00	\$247,000.00	\$117.88	\$ 306,488.00
9	Developed Sod - Bahia	SF	1055	\$1.50	\$1,582.50		10	\$1.50	\$15.00	\$1.13	\$ 11.30
10	Floritam	SF	47000	\$1.85	\$86,950.00		22000	\$1.85	\$40,700.00	\$1.33	\$ 29,260.00
11	Undeveloped Sod - Bahia	SF	5250	\$1.50	\$7,875.00		200	\$1.50	\$300.00	\$1.41	\$ 282.00
12	Outfal Drainage Pipe Rework	Each	2	\$1,100.00	\$2,200.00		1	\$1,100.00	\$1,100.00	\$2,592.68	\$ 2,592.68
13	Disposal	Each	7	\$329.00	\$2,303.00		5	\$329.00	\$1,645.00	\$350.92	\$ 1,754.60
14	Concrete Slab Removal & Disposal	SF	300	\$15.00	\$4,500.00		10	\$15.00	\$150.00	\$5.15	\$ 51.50
15	Pin Dock Disposal	Each	5	\$1,575.00	\$7,875.00		10	\$1,575.00	\$15,750.00	\$577.50	\$ 5,775.00
	TOTAL EXTENDED PRICE CATEGORY D - ZONE PGI-NE2			\$7,262.85	\$3,017,189.00			\$7,262.85	\$1,512,710.00	\$7,586.91	\$ 1,578,458.98

	CATEGORY E - ZONE PGI-SW						REVISED QTY	ZONE PGI-SW	MCG		RJ Gorman
1	Std 10' long panel	LF	6000	\$390.00	\$2,340,000.00		2500	\$390.00	\$975,000.00	\$443.18	\$1,107,950.00
2	12 1/2' long panel	LF	300	\$395.00	\$118,500.00		1800	\$395.00	\$711,000.00	\$430.35	\$774,630.00
3	Offset panels (STD 10')	LF	80	\$525.00	\$42,000.00		10	\$525.00	\$5,250.00	\$413.59	\$4,135.90
4	Manta Rays/Helicals	Each	25	\$1,500.00	\$37,500.00		100	\$1,500.00	\$150,000.00	\$525.64	\$52,564.00
5	New Deadmen	Each	520	\$950.00	\$494,000.00		300	\$950.00	\$285,000.00	\$1,922.92	\$576,876.00
6	Addiitonal Fill Material	CY	16000	\$36.50	\$584,000.00		2500	\$36.50	\$91,250.00	\$35.00	\$87,500.00
7	Rip Rap Protection	LF	1000	\$150.00	\$150,000.00		800	\$150.00	\$120,000.00	\$166.21	\$132,968.00
8	Material	Ton	400	\$95.00	\$38,000.00		5300	\$95.00	\$503,500.00	\$117.88	\$624,764.00
9	Developed Sod - Bahia	SF	1250	\$1.50	\$1,875.00		10	\$1.50	\$15.00	\$1.13	\$11.30
10	Floritam	SF	66000	\$1.85	\$122,100.00		47000	\$1.85	\$86,950.00	\$1.33	\$62,510.00
11	Undeveloped Sod - Bahia	SF	7500	\$1.50	\$11,250.00		3500	\$1.50	\$5,250.00	\$1.33	\$4,655.00
12	Outfal Drainage Pipe Rework	Each	9	\$1,100.00	\$9,900.00		6	\$1,100.00	\$6,600.00	\$2,592.68	\$15,556.08
13	Disposal	Each	10	\$329.00	\$3,290.00		5	\$329.00	\$1,645.00	\$350.92	\$1,754.60
14	Concrete Slab Removal & Disposal	SF	300	\$15.00	\$4,500.00		10	\$15.00	\$150.00	\$5.15	\$51.50
15	Pin Dock Disposal	Each	2	\$1,575.00	\$3,150.00		10	\$1,575.00	\$15,750.00	\$577.50	\$5,775.00

	TOTAL EXTENDED PRICE CATEGORY E - ZONE PGI-SW			\$7,065.35	\$3,960,065.00			\$7,065.35	\$2,957,360.00	\$7,584.81	\$3,451,701.38
									MCG		RJ Gorman
TOTAL - PGI-NE2, PGI-NW2 & PGI-SW									\$8,421,455.00		\$9,405,664.60
Savings									\$984,209.60		

Julie Rogan-Sutter

From: Ismael Colon <Ismael.Colon@em.myflorida.com>
Sent: Friday, June 14, 2024 10:21 AM
To: Rick Keeney; Gary Disher; Bryan Clemons; Anne Heinen; Kristin Simeone; Richard Branch
Cc: Blomquist, James (CTR); Yongue, Denis; mathew.dufour@fema.dhs.gov; JANICE.SIMONS@FEMA.DHS.GOV; Mary 'Becky' Mouring; Shena Mount; Shemesha Shepherd; Darryn Gipson; Zachary Bell; Collin Kenline
Subject: RE: 4673DR-FL Punta Gorda seawall projects
Attachments: Formal Letter Requesting SOW Change Approval City of Punta Gorda.pdf

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Good morning,

After speaking with FDEM's Compliance Team, Punta Gorda should have the green light to move forward with awarding the additional zones for the Seawall project to the secondary vendor without the need to re-bid. I've included several members of the Compliance Team to confirm this statement should it be otherwise since they were the ones to provide this guidance after reviewing the City's contract.

FDEM's guidance at this time would be to send these projects back from the CRC in order to make the changes to the Scope of Work as necessary by non-performance of the original contractor. Since these projects are not obligated, there is no path for the amendment process since there is not an approved Scope of Work. I've attached the City's original letter requesting a change in the SOW for reference.

Please let me know if you would like to discuss this further. We're excited to help move these projects forward.

Warm regards,



Ismael Colon, FCCM

Programmatic Reviewer – Mitigation Specialist

Bureau of Recovery | Florida Division of Emergency Management

Work Cell : (850) 759-6137

Desk Phone : (850) 815-4476

Ismael.Colon@em.myflorida.com

Please note that Florida has a broad public records law (Chapter 119, Florida Statutes). Most written communications to or from state employees are public records obtainable by the public upon request. Emails sent to me at this email address may be considered public and will only be withheld from disclosure if deemed confidential according to the laws of the State of Florida.

From: Blomquist, James (CTR) <james.blomquist@associates.fema.dhs.gov>

Sent: Friday, June 14, 2024 9:02 AM

To: Ismael Colon <Ismael.Colon@em.myflorida.com>; Collin Kenline <Collin.Kenline@em.myflorida.com>

Cc: Yongue, Denis <denis.yongue@fema.dhs.gov>; gdisher@cityofpuntagordafl.com

Subject: 4673DR-FL Punta Gorda seawall projects

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Gentlemen,

Consider this a plea for help on behalf of the Applicant. As you know, they had to terminate a seawall contractor for non-performance and are wanting to assign those pieces of work to another contractor who they already have under contract for similar work in another zone of the seawall restoration. It's urgent that the Applicant gets the OK to re-assign the unfinished work before more storms hit. The transfer of the work makes sense from a business perspective, and I don't believe there is any resistance from anyone. If the OK from FDEM can be pushed to a front burner, it will be a huge help.

Thanks for your understanding.

Best Regards

James Blomquist
FEMA PA-TAC Contractor-FLUOR
FT. Myers FL AFO DR-4673-4680-FL
Phone: (771)-202-2355
Email: james.blomquist@associates.fema.dhs.gov

Under Florida law, correspondence with the Florida Division of Emergency Management concerning agency business that is neither confidential nor exempt pursuant to Florida Statutes is a public record and will be made available to the public upon request.



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Executive Director

Title 2 CFR Part 200 Compliance Review

Entity Name	<u>City of Punta Gorda</u>
Type of Compliance Review Conducted	<u>Contracts</u>
Solicitation Number	<u>N/A</u>
Subrecipient Representative Name(s)	<u>Richard Branch, Finance Manager</u>
Compliance Specialist Reviewer	<u>Sheme'sha Shepherd</u>
Date Reviewed	<u>6/10/2024</u>

Background: Richard Branch, Finance Manager, who works with the City of Punta Gorda contacted James Blomquist, a FEMA contractor asking if City of Punta Gorda would have any issues with utilizing one of the vendors currently awarded to expand the work they were already doing regarding the seawall repairs to include the zones that the City of Punta Gorda had to end the contract on. MCG, the vendor already working on the project, is the only one of the three awarded that is performing according to the project's deadline and progress schedule. Due to this, Punta Gorda wants MCG to complete the remainder of the work. MCG is willing to use the unit pricing that they bid on the other zones they're repairing which were procured utilizing federalized purchasing practices. Per City of Punta Gorda, by just extending their contract to include these additional (3) zones, they will be saving time by not going out to get bids, and they are certain that the bid amounts would come in higher with increases in costs for supplies. Punta Gorda anticipates completing the work within 12 months, even with the additional zones. The original request was forwarded to the Recipient's POC Ismael Colon, Programmatic Reviewer at FDEM, who then forwarded it to Mary "Becky" Mouring, the Compliance Unit Supervisor at FDEM in the Recovery Bureau, for review to ensure compliance with 2 C.F.R. Part 200.

Requirement: Federal Procurement Rules Applicable to non-Federal Entities (NFE): As a "non-Federal" entity, the (NFE) must follow its own documented procurement procedures, which reflect applicable state, local laws, and regulations, provided that the procurement conforms to applicable federal law and the procurement under grant standards set forth at Title 2 of the Code of Federal Regulations (CFR) §§ 200.318 to 200.327. In addition, awarded contracts must contain the applicable provisions described in (2 CFR Appendix II to Part 200).

Conclusion: The Compliance Unit has reviewed the documents listed below and concluded that the City of Punta Gorda should request in writing to FEMA a change in the SOW with a detailed justification and documentation to support the eligibility of the requested revision. Punta Gorda will send the request to the Recipient and the Recipient will forward the request to FEMA with its written recommendation. Information to support SOW Changes indicates the information is necessary for FEMA to evaluate a request for a scope of work change.

Change in SOW requests should be submitted prior to the approved project deadline and include the following (not an all-inclusive list):

- Detailed changes to SOW and cost (required)
- Reason for changes (required)
 - If more cost-effective repair: both cost estimates
 - If original SOW not feasible: supporting documentation such as technical reports
 - If hidden damage (must be found during performance of eligible work):
 - Documentation substantiating the damage is related to the declared incident;
 - Photographs documenting damage; and
 - Change orders
- Construction timeline / project schedule
 - Time extension, if necessary (include information in Table 8. Information to Support a Time Extension)

Recommendations: Per page 93 of the PDAT Field Manual, a contract change is any addition, subtraction, or modification of work, costs, or time required under a contract during contract performance. There are many reasons why a non-state entity may wish to make changes to an existing contract. For example, during performance, changes may be required to fix inaccurate or defective specifications, react to unforeseen circumstances, or modify the work orders/parameters/etc. to ensure the contract meets the non-state entity's requirements. All contract changes must be within the scope of the original contract. Non-state entities are not restricted from making minor adjustments contemplated fairly and reasonably by the parties when they entered the contract; however cardinal changes present a problem. A cardinal change is a significant modification in contract work (property or services), costs, or time that causes:

- A major deviation from the original purpose of the work or the intended method of achievement; or
- A revision of contract work, costs, or time so extensive, significant, or cumulative that the contractor is required to perform very different work from that described in the original contract.

Generally, FEMA will view a cardinal change to a contract as a noncompetitive award and evaluate whether the non-state entity meets the necessary conditions for using the procurement through noncompetitive proposal method (sole sourcing). If a non-state entity performs a cardinal change without meeting the exceptions to competitive procurements, then the non-state entity is noncompliant with the federal procurement under grant rules.

Per section 2.1 Scope of the Contract, in determining whether changes are beyond the scope of the contract, FEMA may compare the total work performed by the contractor to the work called for in the original contract. This includes evaluating the nature of the work being performed, the additional

amount of effort the contractor is required to perform for the work, the difference in cost, and the period of performance for the change in order for FEMA to assess the change's cumulative impact on the contract's quantity, quality, cost, and delivery terms. Furthermore, per section 2.2 Scope of Competition, FEMA may evaluate whether there is a material difference between the modified contract and the contract that was originally competed. Consideration will be given to whether the solicitation for the original contract adequately advised offerors of the potential for the type of changes at issue or whether the changes are of a nature that potential offerors may have reasonably anticipated.

Per page 195 of the Public Assistance Program and Policy Guide Version 4, the Applicant may identify a need for a change in the Scope of Work (SOW). The Applicant should engage the Recipient and FEMA as soon as the Applicant identifies a change in Scope of Work (SOW) to allow FEMA time to review changes for eligibility and Environmental Historic Preservation (EHP) compliance requirements prior to commencement of work. If the Applicant begins work associated with a change before FEMA's review and approval, it jeopardizes PA funding.

A change requires a written request with detailed justification and documentation to support the eligibility of the requested revision. The Recipient must forward the request to FEMA with its written recommendation. Information to Support SOW Changes, indicates the information is necessary for FEMA to evaluate a request for a change in SOW. FEMA engages subject matter experts for technical assistance when necessary to reach a determination of whether the requested change is eligible for PA funding.

Changes in SOW due to one of the following reasons are generally eligible:

- Alternate repair method is more cost-effective than the original proposed repair method.
- Original repair method is not technically feasible.
- Increase in previously approved quantities due to errors and omissions.
- Hidden damage discovered during construction and is disaster-related; or
- The Applicant wishes to pursue an Improved or Alternate Project.

Disclaimer: Any information provided in this review is not legal advice, and this review is neither Federal Emergency Management Agency (FEMA) or Florida Division of Emergency Management (FDEM) approval of the procurement documents and/or the associated procurement process nor a determination on reimbursement. The entity should consult its own legal counsel to determine if it has complied fully with the federal procurement under grant standards, other applicable Federal laws and regulations, and its own State and/or local laws.

For example, the entity must also comply with the Cost Principles found in 2 C.F.R Part 200, Subpart E, to ensure that all costs are reasonable in addition to other relevant federal regulations that relate to FEMA grants. This review does not include an analysis regarding the cost reasonableness of the services provided or compliance with any other federal requirements associated with grants, including eligibility under any corresponding FEMA grant program.

Documents Reviewed:

- Contract - F2022112

- Invitation to Bid - F2022112
- Bidder's Response Form
- Procurement Policy 111918
- F2022112 Amendment MCG
- Exhibit A - F2023112 Amendment
- MCG Corrected Amendment
- Excel spreadsheet - F2022112 AmendmentAnalysis.xlsx

Resources: For additional information on the federal procurement standards, please visit the [Procurement Disaster Assistance Team \(PDAT\) Field Manual](#) and the [Public Assistance Program and Policy Guide Version 4 \(fema.gov\)](#)

NOTE: It is important to note the Office of Management and Budget (OMB) revised sections of OMB Guidance for Grants and Agreements found in Title 2 of the Code of Federal Regulations. These revisions include changes to the federal procurement standards, which govern how FEMA award recipients and subrecipients purchase property or services under a FEMA award. These revisions are applicable to all FEMA award recipients and subrecipients purchasing under FEMA declarations or awards issued on or after November 12, 2020, unless specifically indicated otherwise. For additional information, PDAT encourages FEMA award recipients and subrecipients to visit the PDAT Webpage regarding the 2 CFR Grants Management Policy Updates.

Julie Rogan-Sutter

From: Shemesha Shepherd <Shemesha.Shepherd@em.myflorida.com>
Sent: Monday, June 10, 2024 10:34 AM
To: Anne Heinen; Julie Rogan-Sutter
Cc: Richard Branch; Kristin Simeone; Gary Disher; Bryan Clemons; Rick Keeney; Marc Storm
Subject: RE: Seawall Contractor Replacement
Attachments: City of Punta Gorda Compliance Review_Final.pdf

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Good morning, Anne,

The Compliance Unit has conducted a thorough review of the Seawall Contractor Replacement to ensure compliance with 2 CFR. Please find attached our comments and recommendations for your review.

Should you require any further information or assistance, please do not hesitate to let us know.

Thank you for your attention to this matter.

Respectfully,



Sheme'sha Shepherd | Compliance Specialist

Bureau of Recovery
Florida Division of Emergency Management
2255 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Office: (850) 815-4478
Cell:
Shemesha.shepherd@em.myflorida.com
www.floridadiaster.org

From: Shemesha Shepherd
Sent: Thursday, June 6, 2024 9:43 AM
To: Anne Heinen <AHeinen@cityofpuntagordafl.com>; Julie Rogan-Sutter <JRogan-Sutter@cityofpuntagordafl.com>
Cc: Richard Branch <RBranch@cityofpuntagordafl.com>; Kristin Simeone <KSimeone@cityofpuntagordafl.com>; Gary Disher <GDisher@cityofpuntagordafl.com>; Bryan Clemons <bclemons@cityofpuntagordafl.com>; Rick Keeney <RKeeney@cityofpuntagordafl.com>; Marc Storm <MStorm@cityofpuntagordafl.com>
Subject: RE: Seawall Contractor Replacement

Good morning Anne,

I understand your urgency and appreciate your patience during this process.

The review was sent to management late Friday afternoon and is currently pending management review. Once reviewed and approved, I will follow up with an email.

Respectfully,



Sheme'sha Shepherd | Compliance Specialist

Bureau of Recovery
Florida Division of Emergency Management
2255 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Office: (850) 815-4478
Cell:
Shemesha.shepherd@em.myflorida.com
www.floridadiaster.org

From: Anne Heinen <AHeinen@cityofpuntagordafl.com>

Sent: Thursday, June 6, 2024 8:50 AM

To: Shemesha Shepherd <Shemesha.Shepherd@em.myflorida.com>; Julie Rogan-Sutter <JRogan-Sutter@cityofpuntagordafl.com>

Cc: Richard Branch <RBranch@cityofpuntagordafl.com>; Kristin Simeone <KSimeone@cityofpuntagordafl.com>; Gary Disher <GDisher@cityofpuntagordafl.com>; Bryan Clemons <bclemons@cityofpuntagordafl.com>; Rick Keeney <RKeeney@cityofpuntagordafl.com>; Marc Storm <MStorm@cityofpuntagordafl.com>

Subject: RE: Seawall Contractor Replacement

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Good Morning Shemesha,

I hope you are doing well today. I just wanted to follow up with you regarding the status of your review for the City to move forward with the amendment to MCG's agreement awarding the additional zones for the Seawall project.

We appreciate your review and approval to do so as soon as possible. If not, time is of the essence to release a new bid.

Thanks so much, and we look forward to hearing from you.

Best regards,
Anne



Anne Heinen

Procurement Manager
Procurement

City of Punta Gorda

326 West Marion Avenue
Punta Gorda, Florida 33950
941-575-3368
www.CityofPuntaGordaFL.com

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.

From: Shemesha Shepherd [<mailto:Shemesha.Shepherd@em.myflorida.com>]

Sent: Thursday, May 30, 2024 1:20 PM

To: Julie Rogan-Sutter <JRogan-Sutter@cityofpuntagordafl.com>

Cc: Richard Branch <RBranch@cityofpuntagordafl.com>; Anne Heinen <AHeinen@cityofpuntagordafl.com>; Kristin Simeone <KSimeone@cityofpuntagordafl.com>; Gary Disher <GDisher@cityofpuntagordafl.com>; Bryan Clemons <bclemons@cityofpuntagordafl.com>; Rick Keeney <RKeeney@cityofpuntagordafl.com>; Marc Storm <MStorm@cityofpuntagordafl.com>

Subject: RE: Seawall Contractor Replacement

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Received, Thank you!

Respectfully,



Sheme'sha Shepherd | Compliance Specialist

Bureau of Recovery
Florida Division of Emergency Management
2255 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Office: (850) 815-4478
Cell:
Shemesha.shepherd@em.myflorida.com
www.floridadiaster.org

From: Julie Rogan-Sutter <JRogan-Sutter@cityofpuntagordafl.com>

Sent: Thursday, May 30, 2024 12:05 PM

To: Shemesha Shepherd <Shemesha.Shepherd@em.myflorida.com>

Cc: Richard Branch <RBranch@cityofpuntagordafl.com>; Anne Heinen <AHeinen@cityofpuntagordafl.com>; Kristin Simeone <KSimeone@cityofpuntagordafl.com>; Gary Disher <GDisher@cityofpuntagordafl.com>; Bryan Clemons <bclemons@cityofpuntagordafl.com>; Rick Keeney <RKeeney@cityofpuntagordafl.com>; Marc Storm <MStorm@cityofpuntagordafl.com>

Subject: FW: Seawall Contractor Replacement

Importance: High

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Hi Shemesha,

Richard Branch asked me to provide additional Information, see attached and below.

MCG's Original Agreement Awarded them 4 Zones, please refer to F2022112Agree, Page 2, Article 4.

MCG has indicated that they are near to completion for wall setting in BSI North and South and can relocate resources as soon as July, and anticipates having wall setting complete in PGI NW1 & SE in December/January which will then allow them to commit all their barge configurations to the newly assigned zones allowing them to complete the work within the 12 months outlined in the amendment.

ARTICLE 4. - REQUESTING SERVICE, RESPONSE TIME AND REPORTING REQUIREMENTS

A. All assigned work locations shall be completed and ready for CITY inspection and acceptance by the CITY within 550 consecutive calendar days of the formal issuance of a Notice to Proceed.

- (1) PGI-NW1 – Eighteen (18) months,
- (2) PGI-SE – Eighteen (18) months,
- (3) BSI N – Eighteen (18) months; and
- (4) BSI S – Eighteen (18) months

The amendment would add 3 zones (somewhat reduced in size) that had previously been awarded to RJ Gorman.

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

The City hereby amends the above referenced agreement as follows:

Amend Article. 4 – Requesting Service, Response Time and Reporting Requirements adding additional zones to the agreement as follows:

A. All assigned work locations shall be completed and ready for CITY inspection and acceptance by the CITY within 365 consecutive calendar days of the agreed upon start date of August 1, 2024.

- PGI-NE2 - Twelve (12) Months (Approx. 1900 LF)
- PGI-NW2 - Twelve (12) Months (Approx. 5350 LF)
- PGI-SW - Twelve (12) Months (Approx. 4300 LF)

Please reach out if you have any questions.

Kind regards,

**Julie Rogan-Sutter**

Senior Purchasing Agent
Procurement

City of Punta Gorda

326 West Marion Avenue
Punta Gorda, Florida 33950
941-575-3350
www.CityofPuntaGordaFL.com

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From: Julie Rogan-Sutter

Sent: Thursday, May 30, 2024 9:38 AM

To: Richard Branch <RBranch@cityofpuntagordafl.com>; Shemesha.Shepherd@em.myflorida.com

Cc: Anne Heinen <AHeinen@cityofpuntagordafl.com>; Kristin Simeone <KSimeone@cityofpuntagordafl.com>; Gary Disher <GDisher@cityofpuntagordafl.com>; Bryan Clemons <bclemons@cityofpuntagordafl.com>; Rick Keeney <RKeeney@cityofpuntagordafl.com>; Marc Storm <MStorm@cityofpuntagordafl.com>

Subject: RE: Seawall Contractor Replacement

Importance: High

Good Morning Shemesha,

Just following up on the status of your review for the city to move forward with the amendment to MCG's agreement to award additional zones for the Seawall project.

Attached are draft copies of the amendment documents for your additional review, please let me know if I can assist you in providing any further documents that you may need.

Moving forward, if you could provide a response as soon as possible it would be greatly appreciated, with the reason being that should this method be deemed inappropriate I will need to work on releasing a solicitation as soon as possible to avoid significant project delays.

Thank you for your consideration

Kind regards,

**Julie Rogan-Sutter**

Senior Purchasing Agent
Procurement

City of Punta Gorda

326 West Marion Avenue
Punta Gorda, Florida 33950
941-575-3350
www.CityofPuntaGordaFL.com

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From: Richard Branch

Sent: Thursday, May 23, 2024 12:21 PM

To: Shemesha.Shepherd@em.myflorida.com

Cc: Anne Heinen <AHeinen@cityofpuntagordafl.com>; Kristin Simeone <KSimeone@cityofpuntagordafl.com>; Julie Rogan-Sutter <JRogan-Sutter@cityofpuntagordafl.com>; Gary Disher <GDisher@cityofpuntagordafl.com>; Bryan Clemons <bclemons@cityofpuntagordafl.com>; Rick Keeney <RKeeney@cityofpuntagordafl.com>; Marc Storm <MStorm@cityofpuntagordafl.com>

Subject: FW: Seawall Contractor Replacement

Here is another response from our purchasing department regarding the original solicitation and MCG's response.

Thanks again.

**Richard Branch**

Controller
Finance

City of Punta Gorda

326 West Marion Avenue
Punta Gorda, Florida 33950
941-575-5095
www.CityofPuntaGordaFL.com

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From: Julie Rogan-Sutter

Sent: Thursday, May 23, 2024 11:54 AM

To: Anne Heinen <AHeinen@cityofpuntagordafl.com>; Richard Branch <RBranch@cityofpuntagordafl.com>

Cc: Kristin Simeone <KSimeone@cityofpuntagordafl.com>; Bryan Clemons <bclemons@cityofpuntagordafl.com>; Rick Keeney <RKeeney@cityofpuntagordafl.com>; Gary Disher <GDisher@cityofpuntagordafl.com>

Subject: RE: Seawall Contractor Replacement

Just in case you need it, also attached is the solicitation document and MCG's response.



Julie Rogan-Sutter

Senior Purchasing Agent
Procurement

City of Punta Gorda

326 West Marion Avenue
Punta Gorda, Florida 33950
941-575-3350

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From: Anne Heinen

Sent: Thursday, May 23, 2024 11:45 AM

To: Richard Branch <RBranch@cityofpuntagordafl.com>

Cc: Kristin Simeone <KSimeone@cityofpuntagordafl.com>; Bryan Clemons <bclemons@cityofpuntagordafl.com>; Rick Keeney <RKeeney@cityofpuntagordafl.com>; Julie Rogan-Sutter <JRogan-Sutter@cityofpuntagordafl.com>; Gary Disher <GDisher@cityofpuntagordafl.com>

Subject: RE: Seawall Contractor Replacement

Attached is a copy of the agreement. MCG did provide pricing for these zones in their original response to the City and have agreed to honor the pricing. We would add the pricing for the additional zones to Exhibit A of the agreement and the work zones to article 4 via an amendment.

Thanks
Anne



Anne Heinen

Procurement Manager
Procurement

City of Punta Gorda

326 West Marion Avenue
Punta Gorda, Florida 33950
941-575-3368
www.CityofPuntaGordaFL.com

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From: Richard Branch

Sent: Thursday, May 23, 2024 10:30 AM

To: Anne Heinen <AHeinen@cityofpuntagordafl.com>

Cc: Kristin Simeone <KSimeone@cityofpuntagordafl.com>; Bryan Clemons <bclemons@cityofpuntagordafl.com>; Rick Keeney <RKeeney@cityofpuntagordafl.com>

Subject: FW: Seawall Contractor Replacement

See the request below from FEMA in regards to the MCG instead of RJ Gorman.

Thank you for your assistance with this.

**Richard Branch**

Finance Manager-Accounting
Finance

City of Punta Gorda

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Punta Gorda, Florida 33950
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From: Shemesha Shepherd [<mailto:Shemesha.Shepherd@em.myflorida.com>]

Sent: Thursday, May 23, 2024 9:47 AM

To: Richard Branch <RBranch@cityofpuntagordafl.com>

Cc: Ismael Colon <Ismael.Colon@em.myflorida.com>

Subject: RE: Seawall Contractor Replacement

This Message Is From an External Sender

This message came from outside your organization.

Good morning Richard,

I'm Sheme'sha Shepherd the Compliance Specialist who will be reviewing your request. Can you provide me a copy of the contract.

Regards,

**Sheme'sha Shepherd | Compliance Specialist**

Bureau of Recovery
Florida Division of Emergency Management
2255 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Office: (850) 815-4478
Cell:
Shemesha.shepherd@em.myflorida.com
www.floridadiaster.org

From: Richard Branch <RBranch@cityofpuntagordafl.com>
Sent: Wednesday, May 22, 2024 10:07 AM
To: Blomquist, James (CTR) <james.blomquist@associates.fema.dhs.gov>
Cc: Kristin Simeone <KSimeone@cityofpuntagordafl.com>; Anne Heinen <AHeinen@cityofpuntagordafl.com>; Bryan Clemons <bclemons@cityofpuntagordafl.com>; Gary Disher <GDisher@cityofpuntagordafl.com>; Rick Keeney <RKeeney@cityofpuntagordafl.com>
Subject: Seawall Contractor Replacement

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James:

We had an issue with one of our seawall contractors and we had to cancel the contract. We spoke about this.

One of the other vendors is open to expanding the work that they were already doing in regards to seawall repairs to include the zone that we had to end the contract on. They are willing to use the pricing that they bid on the other zones they are repairing which were procured using federalized purchasing practices. By just extending their contract to include this additional zone we will save time of having to go out and get bids and such. Additionally, we are pretty sure that the bids will come in higher since it is over a year later and costs have increased.

Our question to you is...

Can you check up the line and see if we would have any issues with the purchasing aspect of this? We do not want to lose funding due to not re-bidding the project, however, we would like to facilitate getting the repairs done timely, and we feel that this would be cost effective as well.
Please let us know so we can proceed as directed.

Thanks,



Richard Branch
Finance Manager-Accounting
Finance

City of Punta Gorda
326 West Marion Avenue
Punta Gorda, Florida 33950
941-575-5095
www.CityofPuntaGordaFL.com



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CITY OF PUNTA GORDA

FINANCE DEPARTMENT

326 WEST MARION AVENUE

PUNTA GORDA, FL 33950

Telephone: (941) 575-3315

Fax: (941) 575-3386

finance@CityofPuntaGordaFL.com

June 12, 2024

Mr. James Blomquist
FEMA PA-TAC Contractor-FLUOR
Ft. Myers Florida

James:

The City is requesting a change in the SOW to transfer work from R J Gorman's awarded contract, which was recently terminated by the City, to an alternate contractor, Marine Contracting Group, who was also awarded a SOW for the seawall project.

The change in the SOW to Marine Contracting Group (MCG), would expand their work to include three additional zones. MCG has agreed to increase the SOW using the unit prices from the original bid, which was procured utilizing Federal Procurement Rules Applicable to non-Federal Entities (NFE).

MCG was initially awarded 4 zones and are nearing completion of wall settings on 2 of the BSI zones (north and south). The increase of three additional zones to MCG can be completed within 12 months and they can start reallocating resources as soon as July.

As a "non-Federal" entity, the (NFE) must follow its own documented procurement procedures, which reflect applicable state, local laws, and regulations, provided that the procurement conforms to applicable federal law and the procurement under grant standards set forth at Title 2 of the Code of Federal Regulations (CFR) §§ 200.318 to 200.327. In addition, awarded contracts must contain the applicable provisions described in (2 CFR Appendix II to part 200)".

It will be more cost-effective to increase MCG's SOW rather than releasing a new bid opportunity. Unit prices would certainly increase since the original bid was over a year ago, and costs have increased. This process would also save time to facilitate repairs timely since hurricane season is now upon us and the damaged seawalls weaken the entire system, putting additional seawall damage at risk.

As our point of contact with FEMA, can you see that this letter gets directed to the proper people?

Sincerely,

Kristin Simeone
Finance Director
City of Punta Gorda, Florida

Julie Rogan-Sutter

From: Anne Heinen
Sent: Thursday, May 23, 2024 9:36 AM
To: Julie Rogan-Sutter
Subject: FW: Seawall Contractor Replacement

See below



Anne Heinen
Procurement Manager
Procurement

City of Punta Gorda
326 West Marion Avenue
Punta Gorda, Florida 33950
941-575-3368
www.CityofPuntaGordaFL.com



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From: Ismael Colon [mailto:Ismael.Colon@em.myflorida.com]
Sent: Wednesday, May 22, 2024 2:15 PM
To: Blomquist, James (CTR) <james.blomquist@associates.fema.dhs.gov>; Richard Branch <RBranch@cityofpuntagordafl.com>
Cc: Kristin Simeone <KSimeone@cityofpuntagordafl.com>; Anne Heinen <AHeinen@cityofpuntagordafl.com>; Bryan Clemons <bcclemons@cityofpuntagordafl.com>; Gary Disher <GDisher@cityofpuntagordafl.com>; Rick Keeney <RKeeney@cityofpuntagordafl.com>
Subject: RE: Seawall Contractor Replacement

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This message came from outside your organization.

Thank you for uplifting this James. Richard, I will send this over to our Compliance team just to be sure all bases are covered.

Warm regards,



Ismael Colon, FCCM

Programmatic Reviewer – Mitigation Specialist

Bureau of Recovery | Florida Division of Emergency Management

Work Cell : (850) 759-6137

Desk Phone : (850) 815-4476

Ismael.Colon@em.myflorida.com

Please note that Florida has a broad public records law (Chapter 119, Florida Statutes). Most written communications to or from state employees are public records obtainable by the public upon request. Emails sent to me at this email address may be considered public and will only be withheld from disclosure if deemed confidential according to the laws of the State of Florida.

From: Blomquist, James (CTR) <james.blomquist@associates.fema.dhs.gov>

Sent: Wednesday, May 22, 2024 1:28 PM

To: Richard Branch <RBranch@cityofpuntagordafl.com>

Cc: Kristin Simeone <KSimeone@cityofpuntagordafl.com>; Anne Heinen <AHeinen@cityofpuntagordafl.com>; Bryan Clemons <bcclemons@cityofpuntagordafl.com>; Gary Disher <GDisher@cityofpuntagordafl.com>; Rick Keeney <RKeeney@cityofpuntagordafl.com>; Ismael Colon <Ismael.Colon@em.myflorida.com>

Subject: RE: Seawall Contractor Replacement

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Richard, We agree with your approach to this. I have copied Ismael Colon your Recipient POC should he see any issue. But from FEMA's view you should be fine with the approach you outline.

Best regards

James Blomquist

FEMA PA-TAC Contractor-FLUOR

FT. Myers FL AFO DR-4673-4680-FL

Phone: (771)-202-2355

Email: james.blomquist@associates.fema.dhs.gov

From: Richard Branch <RBranch@cityofpuntagordafl.com>

Sent: Wednesday, May 22, 2024 10:07 AM

To: Blomquist, James (CTR) <james.blomquist@associates.fema.dhs.gov>

Cc: Kristin Simeone <KSimeone@cityofpuntagordafl.com>; Anne Heinen <AHeinen@cityofpuntagordafl.com>; Bryan Clemons <bcclemons@cityofpuntagordafl.com>; Gary Disher <GDisher@cityofpuntagordafl.com>; Rick Keeney <RKeeney@cityofpuntagordafl.com>

Subject: Seawall Contractor Replacement

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James:

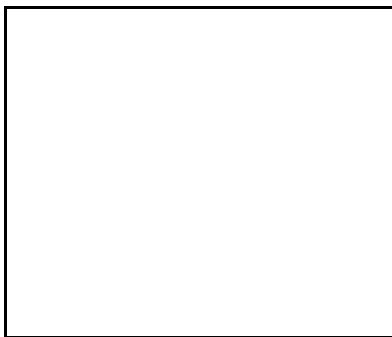
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Our question to you is...

Can you check up the line and see if we would have any issues with the purchasing aspect of this? We do not want to lose funding due to not re-bidding the project, however, we would like to facilitate getting the repairs done timely, and we feel that this would be cost effective as well.
Please let us know so we can proceed as directed.

Thanks,



Richard Branch

Finance Manager-Accounting
Finance

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Punta Gorda, Florida 33950
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Julie Rogan-Sutter

From: Brian Midolo <blmidolo@mcgfl.com>
Sent: Wednesday, May 22, 2024 10:33 AM
To: Anne Heinen; Julie Rogan-Sutter
Cc: Carolyn Naylor
Subject: MCG Additional Work CO - Ian Seawall Restoration Contract

This Message Is From an External Sender

This message came from outside your organization.

Anne/Julie

Thanks for your call yesterday to confirm our conversation please see below:

1. MCG would accept a Change Order to perform the additional work described as:
 - NE2 1900 LF
 - NW2 5350LF
 - SW 4300LF
2. MCG will accept the additional work utilizing the contracts current unit rates and specifications.
3. MCG has confirmed with Surety that it has the bonding capacity to support the Change Order Value beyond the current 10 Million Bond.
4. After the completion of Wall Setting in BSI North and South, MCG will assign (1) Barge Configuration to the (3) Zones above focusing on the priorities within those zones. MCG anticipates executing this Barge Repositioning in July 2024.
5. MCG would be able to add an additional (2) Barge configurations into the (3) zones in the December/January timeframe, and would anticipate being complete with these Zones within the desired 12 month timeframe.
6. The impact of this mobilization plan could result in a one or two month delay in the completion of MCG's original Zone Assignments.

MCG is very proud of its long history with the City and Supporting the Seawall Program. We believe we are without question the most qualified contractor to do this work at the best possible price and in the shortest period of time. We have the demonstrated capabilities to deliver the best results for the City and its residents. We look forward to working with you.

Regards,

Brian Midolo



Brian Midolo
Marine Contracting Group
8260 Pascal Drive
Punta Gorda, FL 33950

Telephone: 941-505-0221

Fax: 941-505-0320

E-mail: blmidolo@mcgfl.com

www.mcgfl.com

[Facebook | Marine Contracting Group, Inc.](#)

AMENDMENT 2
AGREEMENT F2022112/MAR-SEAWALLREP/EOC/2223

THIS AMENDMENT IS TO THE ORIGINAL AGREEMENT effective April 27, 2023 and is

dated as of _____, 2024, by and between:

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

(hereinafter called **CITY**); and

Marine Contracting Group, Inc.
8260 Pascal Drive
Punta Gorda, FL 33950
(941) 505-0221

(hereinafter called **CONTRACTOR**)

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

The City hereby amends the above referenced agreement as follows:

Amend Article. 4 – Requesting Service, Response Time and Reporting Requirements adding additional zones to the agreement as follows:

A. All assigned work locations shall be completed and ready for CITY inspection and acceptance by the CITY within 365 consecutive calendar days of the agreed upon start date of August 1, 2024.

- **PGI-NE2 - Twelve (12) Months (Approx. 1900 LF)**
- **PGI-NW2 - Twelve (12) Months (Approx. 5350 LF)**
- **PGI-SW - Twelve (12) Months (Approx. 4300 LF)**

Contractor agrees that the newly incorporated zones shall be completed at pricing submitted via original bid response F022112RMar, please refer to Exhibit A, Pricing Schedule, attached. All other terms, conditions and specifications remain the same.

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

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

CITY: CITY OF PUNTA GORDA

CONTRACTOR: Marine Contracting Group, Inc.

BY: _____
Name:

BY: _____
Name:

WITNESS: _____

WITNESS: _____

ADDRESS FOR GIVING NOTICES:

326 West Marion Avenue
Punta Gorda, FL 33950

ADDRESS FOR GIVING NOTICES:

8260 Pascal Drive
Punta Gorda, FL 33950

Exhibit A – Amendment #2

Price Schedule

Quantities stated are estimated only. The City will compensate based on the actual quantities installed or actual quantities of service performed.

Zone PGI-NE2 – Price Schedule

		UOM	Unit Price
	ZONE PGI-NE2		
1	Std 10' long panel	LF	\$448.50
2	12 1/2' long panel	LF	\$454.00
3	Offset panels (STD 10')	LF	\$605.00
4	Manta Rays/Helicals	Each	\$1,500.00
5	New Deadmen	Each	\$950.00
6	Addiitonal Fill Material	CY	\$36.50
7	Rip Rap Protection	LF	\$150.00
8	Additional Rip Rap Material	Ton	\$95.00
9	Developed Sod - Bahia	SF	\$1.50
10	Developed Sod - Floratam	SF	\$1.85
11	Undeveloped Sod - Bahia	SF	\$1.50
12	Outfal Drainage Pipe Rework	Each	\$1,100.00
13	Davit Removal & Disposal	Each	\$329.00
14	Concrete Slab Removal & Disposal	SF	\$15.00
15	Pin Dock Disposal	Each	\$1,575.00

Zone PGI-NW2 – Price Schedule

		UOM	Unit Price
	ZONE PGI-NW2		
1	Std 10' long panel	LF	\$448.50
2	12 1/2' long panel	LF	\$454.00
3	Offset panels (STD 10')	LF	\$605.00
4	Manta Rays/Helicals	Each	\$1,500.00
5	New Deadmen	Each	\$950.00
6	Addiitonal Fill Material	CY	\$36.50
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8	Additional Rip Rap Material	Ton	\$95.00
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13	Davit Removal & Disposal	Each	\$329.00
14	Concrete Slab Removal & Disposal	SF	\$15.00
15	Pin Dock Disposal	Each	\$1,575.00

Zone PGI-SW – Price Schedule

		UOM	Unit Price
	ZONE PGI-SW		
1	Std 10' long panel	LF	\$390.00
2	12 1/2' long panel	LF	\$395.00
3	Offset panels (STD 10')	LF	\$525.00
4	Manta Rays/Helicals	Each	\$1,500.00
5	New Deadmen	Each	\$950.00
6	Addiitonal Fill Material	CY	\$36.50
7	Rip Rap Protection	LF	\$150.00
8	Additional Rip Rap Material	Ton	\$95.00
9	Developed Sod - Bahia	SF	\$1.50
10	Developed Sod - Floratam	SF	\$1.85
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14	Concrete Slab Removal & Disposal	SF	\$15.00
15	Pin Dock Disposal	Each	\$1,575.00

Julie Rogan-Sutter

From: Brian Midolo <blmidolo@mcgfl.com>
Sent: Wednesday, May 22, 2024 10:33 AM
To: Anne Heinen; Julie Rogan-Sutter
Cc: Carolyn Naylor
Subject: MCG Additional Work CO - Ian Seawall Restoration Contract

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Regards,

Brian Midolo



Brian Midolo
Marine Contracting Group
8260 Pascal Drive
Punta Gorda, FL 33950

Telephone: 941-505-0221

Fax: 941-505-0320

E-mail: blmidolo@mcgfl.com

www.mcgfl.com

[Facebook | Marine Contracting Group, Inc.](#)



May 22, 2024

City of Punta Gorda
326 West Marion Avenue
Punta Gorda, Florida 33950

**RE: Ian Seawall Restoration
Marine Contracting Group, Inc.
Letter of Bondability**

To Whom It May Concern:

It is the privilege of Hatcher Insurance and Swiss Re Corporate Solutions America Insurance Corporation to provide surety credit to Marine Contracting Group, Inc., with single project limits of \$20,000,000 and an aggregate uncompleted backlog of \$40,000,000. Marine Contracting Group, Inc. has an impressive construction “track record”, an impeccable reputation, and is generally regarded as being one of the finest construction firms in the State of Florida. Swiss Re Corporate Solutions America Insurance Corporation has an “A+” (Superior) Rating, a financial size category of XV (\$2 billion or greater) by AM Best and has US Treasury Limit of \$95,035,000.

If Marine Contracting Group, Inc. is awarded a contract for the referenced project and requests that we provide the necessary Performance and/or Payment Bonds, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration and issuance of bonds is a matter solely between Marine Contracting Group, Inc., and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact our office.

Sincerely,

A blue ink signature of William J. Palmer, written in a cursive style.

William J. Palmer
Attorney-in-Fact
Florida Resident Agent

WJP/aw

1411 Edgewater Drive, Suite 104 • P.O. Box 540689 • Orlando, FL 32854-0689
Phone (407) 841-2686 • Fax (407) 841-2688

**CITY COUNCIL
CITY OF PUNTA GORDA
07/10/2024**

REGULAR AGENDA

Title: A Resolution of the City Council of the City of Punta Gorda, Florida, adopting a proposed millage rate for the Fiscal Year 2024-2025; setting a date, time and place of public hearing to consider the adoption of the tentative millage rate and proposed budget; and providing an effective date.

Funds: Not Applicable.

Recommended Action: City Council consideration and approval of a proposed millage rate for the FY 2025 budget.

Summary: The proposed millage rate is 3.9500 mills and the calculated roll back rate is 3.5942 mills, making the proposed millage rate 9.9% over the rolled back rate. This resolution sets the tentative millage rate and budget public hearing for Wednesday, September 4, 2024 at 5:01 p.m. at the Military Heritage Museum, 900 West Marion Ave, Punta Gorda, FL. The taxable value for homestead properties will increase no more than 3.0% for tax year 2024/2025, in accordance with state statute.

Department/Division: Finance / City Manager

EXHIBITS:

1. [Resolution setting FY 2025 Proposed Millage Rate](#)

CITY OF PUNTA GORDA
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PUNTA GORDA, FLORIDA, ADOPTING A PROPOSED MILLAGE RATE FOR FISCAL YEAR 2024-2025; SETTING A DATE, TIME AND PLACE OF PUBLIC HEARING TO CONSIDER ADOPTION OF THE TENTATIVE MILLAGE RATE AND PROPOSED BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council, as governing body of the City of Punta Gorda, did on February 21, 2024, June 19, 2024, July 3, 2024 and July 10, 2024, hold public budget meetings on the proposed millage rate and tentative budget of the City.

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

1. A proposed millage rate of 3.9500 mills operation is proposed for levy against all taxable property within the City of Punta Gorda for Fiscal Year ending September 30, 2025.
2. The rolled-back rate computed pursuant to Florida Statutes, Section 200.065(1), based on the County Assessor's DR420 is 3.5942 mills.
3. A public budget hearing to consider adoption of the tentative millage rate and proposed budget will be held on September 4, 2024, at 5:01 p.m., at the Military Heritage Museum, 900 West Marion Avenue, Punta Gorda, Florida.

PASSED AND DULY ADOPTED by vote of the City Council of the City of Punta Gorda, Florida, this ____ day of _____, 2024.

CITY OF PUNTA GORDA, FLORIDA

BY: _____
LYNNE R. MATTHEWS, Mayor

ATTEST:

SARA WELCH, CMC, City Clerk

APPROVED AS TO FORM:

DAVID LEVIN, City Attorney

**CITY COUNCIL
CITY OF PUNTA GORDA
07/10/2024**

REGULAR AGENDA

Title: FY 2025 Budget Status Update for Gas Tax Funds

Funds: Gas Tax Funds

Recommended Action: City Council Discussion

Summary: As part of the continuing process to develop and communicate FY 2025 budget information, the attached presentation provides a status update of the gas tax funds. Both funds include proformas through FY 2029 for discussion.

Department/Division: Finance / City Manager

EXHIBITS:

-
1. [Fiscal Year 2025 Budget Status Update Gas Taxes](#)

 2. [Additional Five Cent Gas Tax Proforma](#)

 3. [Six Cent Gas Tax Proforma](#)

 4. [Justification for Storm System Monitoring Trailer with Camera System](#)

FY 2025 Budget Status

Gas Tax Funds

City Council Meeting
July 10, 2024



Punta Gorda

Additional Five Cent Gas Tax Fund

Proforma FY 2025 – 2029

	Proposed FY 2025	Proforma FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029
TOTAL REVENUES	\$ 998,655	\$ 1,004,035	\$ 1,009,410	\$ 1,015,245	\$ 1,021,350
TOTAL EXPENDITURES	\$ 1,020,000	\$ 1,020,000	\$ 1,020,000	\$ 1,020,000	\$ 1,020,000
Beg. Operating Reserve	\$ 56,103	\$ 34,758	\$ 18,793	\$ 8,203	\$ 3,448
End. Operating Reserve	\$ 34,758	\$ 18,793	\$ 8,203	\$ 3,448	\$ 4,798
End. Op. Reserves as a % of Expenditures	3.4%	1.8%	0.8%	0.3%	0.5%



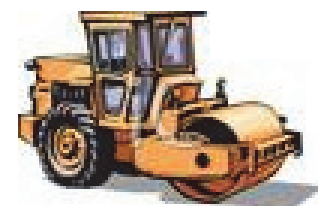
Additional Five Cent Gas Tax Fund

- FY 2025 Gas Tax funds \$294,225
 - Estimated increase 2% per year
- During FY 2024 division to engage consultant, estimated \$34,500, to develop the FY 2025-2029 paving plan using a higher level of technology for more precise mapping of conditions of City roads
- FY 2025-2029 Balanced with subsidy from General Fund Ad Valorem of \$709,000

Paving/Brick Program

General Ad Valorem Transfer \$709,000

And Annual Gas Tax Funds



FY 2025
\$709,000

FY 2026
\$709,000

FY 2027
\$709,000

FY 2028
\$709,000

FY 2029
\$709,000



FY 2025
\$288,455

FY 2026
\$294,225

FY 2027
\$300,110

FY 2028
\$306,110

FY 2029
\$312,230

Six Cent Gas Tax Fund

Proforma FY 2025 - 2029

	Proposed FY 2025	Proforma FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029
TOTAL REVENUES	\$ 1,231,595	\$ 1,056,770	\$ 1,074,295	\$ 1,094,770	\$ 1,115,650
TOTAL EXPENDITURES	\$ 1,575,305	\$ 1,231,655	\$ 1,255,695	\$ 1,280,460	\$ 1,305,970
Beg. Operating Reserve	\$ 496,109	\$ 152,399	\$ (22,486)	\$ (203,886)	\$ (389,576)
End. Operating Reserve	\$ 152,399	\$ (22,486)	\$ (203,886)	\$ (389,576)	\$ (579,896)
End. Op. Reserves as a % of Expenditures	9.7%	-1.8%	-16.2%	-30.4%	-44.4%

- Balanced with use of reserves FY 2025. Will need General Fund Subsidy if revenues do not increase above projections and/or expenditures are not reduced.

Six Cent Gas Tax Fund

- FY 2025 Gas Tax revenue estimate \$684,845
 - Estimated 2% growth each year
- Other revenues per contracts
- General Fund transfer for County special projects
 - FY 2025 – Continuation of traffic signal project \$187,000

Six Cent Gas Tax Fund

- FY 2025 expenditures per division request
 - Charlotte County Projects
 - Continuation of Traffic Signal projects \$187,000
 - Administrative charges estimated at 3% increase but will be adjusted based on all updated budgets
- FY 2025 Capital Outlay request for Storm System Monitoring Trailer with Camera System \$180,000
 - To document and prioritize aging drainage pipes
 - Assist in determining infrastructure repair needs

Six Cent Gas Tax Fund

- FY 2026-2029 most expenditures 3% increase except street sweeping, sidewalk replacement, lighting repair, and storm sewers held flat
- FY 2026-2029 may require funding from the General Fund if gas tax revenue does not increase more than costs or if service levels are not reduced

Six Cent Gas Tax Fund Discussion

- Council approval regarding equipment request
- Council direction on reduction of service levels or allocation of funding from General for future budgets if needed

City of Punta Gorda, FL
Additional Five Cent Gas Tax
Proforma Schedule of Revenues and Expenditures
FY 2022 through FY 2029

	Actual FY 2022	Actual FY 2023	Budget FY 2024	Projected FY 2024	Proposed FY 2025	Proforma FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029
Addl Five Cent Gas Tax	\$ 295,340	\$ 296,556	\$ 293,415	\$ 282,800	\$ 288,455	\$ 294,225	\$ 300,110	\$ 306,110	\$ 312,230
Interest on Investments	685	7,238	1,800	7,525	1,200	810	300	135	120
Transfer - General Fund Ad Valorem	459,000	459,000	709,000	709,000	709,000	709,000	709,000	709,000	709,000
Total Revenues	755,025	762,794	1,004,215	999,325	998,655	1,004,035	1,009,410	1,015,245	1,021,350
Paving/Bricking	677,882	806,759	1,030,000	1,040,425	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000
Total Expenditures	677,882	806,759	1,030,000	1,040,425	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000
Revenues over (under) expenditures	77,143	(43,965)	(25,785)	(41,100)	(21,345)	(15,965)	(10,590)	(4,755)	1,350
Proj Carryover-Beginning	43,955	68,983	76,978	86,778	56,103	34,758	18,793	8,203	3,448
Prior Year Encumbrances	0	0	0	0	0	0	0	0	0
Prior Year Reappropriation	20,070	72,185	0	10,425	0	0	0	0	0
Proj Carryover-Ending	\$ 141,168	\$ 97,203	\$ 51,193	\$ 56,103	\$ 34,758	\$ 18,793	\$ 8,203	\$ 3,448	\$ 4,798

Assumptions:

Revenues:

Local Option Gas Tax based on City/County split of share percentage of 6.74%/93.26%.

FY 2025 \$288,455, will be updated if needed based on state estimates that are provided in July or August; FY 2026-2029 estimated 2% increase

Transfer from General Fund from Ad Valorem revenue of \$709,000 per year FY 2025-2029

Expenditures:

During FY 2024 engage a consultant estimated at \$34,500 to develop the FY 2025-2029 paving plan using a higher level of technology for more precise mapping of conditions of the City roads.

City of Punta Gorda, FL
Six Cent Gas Tax
Proforma Schedule of Revenues and Expenditures
FY 2022 through FY 2029

	Actual FY 2022	Actual FY 2023	Budget FY 2024	Projected FY 2024	Proposed FY 2025	Proforma FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029
Revenues									
Local Option Gas Tax	\$673,005	691,011	\$699,395	\$671,420	\$684,845	\$698,540	\$712,510	\$726,760	\$741,295
Street Sweeping/41 ROW	45,150	45,353	45,555	45,555	45,555	45,555	46,010	46,010	46,010
Traffic Signal Maintenance	84,173	86,368	88,095	99,215	102,500	104,550	106,640	108,775	110,950
Highway Lighting Maintenance	171,489	184,655	188,350	190,850	196,575	200,505	204,515	208,605	212,775
Interest on Investments	5,508	37,983	11,250	36,580	10,500	3,000	0	0	0
Insurance Recovery	53,880	22,394	0	4,215	0	0	0	0	0
Miscellaneous Revenue	764	917	250	250	250	250	250	250	250
Reimbursement from County	4,368	3,822	4,370	4,370	4,370	4,370	4,370	4,370	4,370
Transfer from General Fund	0	0	254,000	254,000	187,000	0	0	0	0
Total Revenues	1,038,337	1,072,504	1,291,265	1,306,454	1,231,595	1,056,770	1,074,295	1,094,770	1,115,650
Operating Expenditures									
Road & Street / Contractual Svcs	0	4,472	0	0	0	0	0	0	0
Street Sweeping	34,446	57,052	74,615	90,105	74,615	74,615	74,615	74,615	74,615
Street Striping	6,023	9,834	10,000	10,000	12,000	12,360	12,730	13,110	13,500
Sidewalk Replacement	102,458	71,169	116,900	116,900	116,900	116,900	116,900	116,900	116,900
Traffic Signal/HM Light Repair	113,373	124,737	441,005	770,695	374,000	187,000	187,000	187,000	187,000
Right of Way Cleaning	47,997	54,104	52,500	52,500	52,500	54,075	55,695	57,365	59,085
Street Lights-Electricity	262,637	292,965	311,305	304,190	313,320	322,720	332,400	342,370	352,640
Equipment Leases	2,131	(1,988)	3,500	3,500	3,500	3,605	3,715	3,825	3,940
Right of Way R/R Crossing	13,676	13,717	14,100	13,800	14,100	14,525	14,960	15,410	15,870
Repair/Mnt Veh & Equip Fleet	52,167	66,711	70,000	83,660	80,000	82,400	84,870	87,415	90,040
Street Decorator Lights	31,566	10,160	40,000	61,505	42,000	43,260	44,560	45,895	47,270
Administrative Charges	80,310	99,590	106,000	106,000	109,180	112,455	115,830	119,305	122,885
Landfill Fees	5,164	6,499	17,000	27,500	17,000	17,510	18,035	18,575	19,135
Gasoline	34,547	35,840	40,000	40,000	40,000	41,200	42,435	43,710	45,020
Dept Materials & Supplies	40,393	43,878	38,190	48,190	48,190	49,635	51,125	52,660	54,240
Traffic Signs	39,375	12,366	51,500	41,500	41,500	42,745	44,025	45,345	46,705
Storm Sewer System	43,249	41,905	51,500	51,500	51,500	51,500	51,500	51,500	51,500
Patch Str & Bridge Repair	2,272	2,620	3,500	3,500	5,000	5,150	5,300	5,460	5,625
Total Operating Expenditures	911,785	945,630	1,441,615	1,825,045	1,395,305	1,231,655	1,255,695	1,280,460	1,305,970
Capital Outlay									
Equipment	59,064	8,539	0	0	180,000	0	0	0	0
Total Capital Outlay	59,064	8,539	0	0	180,000	0	0	0	0
Total Expenditures	970,849	954,169	1,441,615	1,825,045	1,575,305	1,231,655	1,255,695	1,280,460	1,305,970
Revenues over (under) expenditures	67,488	118,334	(150,350)	(518,590)	(343,710)	(174,885)	(181,400)	(185,690)	(190,320)
Proj Carryover- Beginning	709,339	704,458	483,415	639,346	496,109	152,399	(22,486)	(203,886)	(389,576)
Prior Year Re-Appropriation	107,755	163,500	0	300,000	0	0	0	0	0
Prior Year Encumbrances	11,783	28,407	0	75,353	0	0	0	0	0
Proj Carryover-Ending	\$896,365	\$1,014,699	\$333,065	\$496,109	\$152,399	(\$22,486)	(\$203,886)	(\$389,576)	(\$579,896)

Assumptions:

Revenues:

Local Option Gas Tax based on City/County split of share percentage of 10.98%/89.02%.

FY 2025 \$684,540; FY 2026-2029 estimated 2% increases

Street Sweeping/41 ROW FY 2024-2026 based on contract amount. FY 2027-FY 2029 assumes 1% increase in contract every 3 years

Traffic Signal Maint. per agreement. FY 2026-2029 assumes 2% increase each year

Highway Lighting Maint. per agreement. FY 2026-2029 estimated 2% increase each year

Interest revenue projected using 3% interest rate on average balances until FY 2026

Miscellaneous revenue flat

Reimbursement from County per contract

Transfer from General Fund FY 2024 and FY 2025 for County shared projects for Bridge lighting to LED and Traffic Signal maintenance projects.

Expenditures:

FY 2025 per departmental request;

County Projects: FY 2025 \$187,000 for Traffic Signal Maintenance Projects

FY 2026-2029 most expenditures estimate 3% increase per year, except for street sweeping, sidewalk replacement, lighting maintenance and storm sewer system flat

For purposes of this proforma, expenditures have not been restricted but may need subsidy from general fund or be limited to the anticipated revenues.

FY 2025 Capital Outlay request: \$180,000 for storm system monitoring trailer with camera system

Kristin Simeone

From: David Meyers
Sent: Thursday, March 14, 2024 5:25 PM
To: Kristin Simeone
Subject: Storm Viewer camera system

Memo

Department need – Storm drain viewer camera system

The Right of Way department is once again respectfully requesting a storm water viewer camera system for the purpose documenting and prioritizing pipes that are coming to their end of life effectiveness. Due to the aging infrastructure we are requesting a viewer camera system to assist with projecting our needs in the future. This will assist us in effectively evaluating which underground pipes are in dire need of replacement. This will also assist us with the infrastructure assessment needs across the city which will allow us to budget replacement cost appropriately. Equipment cost for a Storm water viewer camera stem is \$180,000. If you have any question please reach out to me.

Thank you



David Meyers

Public Works Supervisor ROW
ROW

City of Punta Gorda

326 West Marion Avenue
Punta Gorda, Florida 33950
941-575-5053
www.CityofPuntaGordaFL.com



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.

**CITY COUNCIL
CITY OF PUNTA GORDA
07/10/2024**

REGULAR AGENDA

Title: Fiscal Year 2025-2029 Utilities Capital Improvements Program and Fiscal Year 2025 Utilities Operations Budget Status Update

Funds: Utility Funds

Recommended Action: City Council Discussion.

Summary: Presentation of Fiscal Year 2025 through 2029 Utilities Capital Improvements Program and update on the Utilities Operations Fund budget status.

Department/Division: Finance / City Manager

EXHIBITS:

1. [Fiscal Year 2025 Budget Status Utilities CIP and Operations, Maintenance and Repairs Presentation](#)
2. [FY 2025-2029 Utilities Construction Summary and Project Details](#)
3. [Utilities Construction Fund 5-year Proforma](#)
4. [Utilities Operations, Maintenance and Repairs Fund 5-year Proforma](#)
5. [Justification Memos](#)

FY 2025 Budget Status Update

Utilities Construction and OM&R Funds

City Council Meeting
July 10, 2024



Punta Gorda

Utilities Construction Fund

Proforma FY 2025 - 2029

	Proposed FY 2025	Proforma FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029
Transfer from Utilities OM&R	\$ 8,270,000	\$ 5,405,000	\$ 5,920,000	\$ 1,205,000	\$ 1,320,000
Estimated Grants Septic to Sewer	0	0	0	2,750,000	0
Estimated Financing Septic to Sewer	0	0	1,000,000	10,286,400	0
Estimated Financing WTP RO Expansion	4,000,000	20,000,000	6,000,000	0	0
Estimated Financing WTP Filtration	30,000,000	0	0	0	0
TOTAL REVENUES	\$42,270,000	\$25,405,000	\$12,920,000	\$14,241,400	\$ 1,320,000
Water Treatment Plant Improvements	\$36,450,000	\$22,285,000	\$ 6,500,000	\$ 0	\$ 0
Water Distribution System Improv	2,220,000	220,000	3,520,000	220,000	220,000
Wastewater Collection System Improv	2,000,000	900,000	900,000	900,000	900,000
Wastewater Treatment Plant Improv	1,600,000	2,000,000	1,000,000	85,000	200,000
Septic to Sewer Projects	0	0	1,000,000	13,036,400	0
TOTAL EXPENDITURES	\$42,270,000	\$25,405,000	\$12,920,000	\$14,241,400	\$ 1,320,000

Utilities Construction Fund

Recurring \$1.12M R&R Projects

(in thousands of dollars)

PROJECT IDENTIFICATION	TOTAL PROJECT COST	Prior Years' Funding	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
FUNDING SOURCE: Utilities Fund current revenue of \$1.12M per policy for R&R Projects							
Water System Utility Relocation Misc. Projects	100	Annual	20	20	20	20	20
Watermain Renewal/Replacement Projects	500	Annual	100	100	100	100	100
Watermain Valve Projects	500	Annual	100	100	100	100	100
Wastewater Gravity Sewer Replacement Projects	750	Annual	150	150	150	150	150
Wastewater Lift Station Renewal/Replacement Projects	1,000	Annual	200	200	200	200	200
Wastewater Inflow Abatement - Rehabilitation Structures	1,000	Annual	200	200	200	200	200
Wastewater Force Main Renewal/Replacement Projects	1,750	Annual	350	350	350	350	350
R&R Projects Total	5,600	0	1,120	1,120	1,120	1,120	1,120



Utilities Construction Fund

Wastewater Projects

(in thousands of dollars)

PROJECT IDENTIFICATION	TOTAL PROJECT COST	Prior Years' Funding	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
FUNDING SOURCE: Utilities Fund current revenues and Reserves, Grants, Impact Fees, and Financing							
Administration							
Septic to Sewer (Areas 1)	19,836	5,800	0	0	1,000	13,036	0
Wastewater Projects							
Lift Station 30 Gravity Rehab	1,850	1,250	600	0	0	0	0
Henry St 14" Force Main Replacement	2,508	2,508	0	0	0	0	0
Riverside Dr Force Main Extension	1,600	1,100	500	0	0	0	0
Henry St 20" Force Main crossing I-75	2,040	2,040	0	0	0	0	0
US41 Northbound Sewer Relocation (FDOT)	260	260	0	0	0	0	0
Wastewater Nutrient Management Plan (Bio Solids) Land App	224	224	0	0	0	0	0
Wastewater Treatment Plant Improvement	78,200	78,200	0	0	0	0	0
Wastewater Treatment Plant Tank Coating	1,800	600	200	0	1,000	0	0
Wastewater Treatment Plant Permit Renewal (FDEP)	170	85	0	0	0	85	0
Wastewater Deep Injection Well Mechanical Integrity Test (MIT)	185	85		0	0	0	100
Wastewater Deep Injection Well Permit Renewal	185	85		0	0	0	100
Wastewater Master Pump Facility Pumps Upgrade	1,000	800	200	0	0	0	0
Wastewater Generator Replacement @BPF	900	500	400	0	0	0	0
Wastewater Pond Liner Replacement	1,000	500	500	0	0	0	0
Wastewater Treatment Plant AC Replacement	425	425	0	0	0	0	0
Wastewater Bio-solid processing	2,300	0	300	2,000	0	0	0
Wastewater Projects Total	114,483	94,462	2,700	2,000	2,000	13,121	200

Utilities Construction Fund

Water Projects

(in thousands of dollars)

PROJECT IDENTIFICATION	TOTAL PROJECT COST	Prior Years' Funding	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
FUNDING SOURCE: Utilities Fund current revenues and Reserves, Grants, Impact Fees, and Financing							
Water Projects							
WTP - Hydrobiological Monitoring Plan (HBMP)	150	0	150	0	0	0	0
WTP - R.O Water Use Permit	200	0	0	200	0	0	0
WTP - Carbon Slurry System Replacement	2,300	0	300	2,000	0	0	0
WTP - Hendrickson Dam Inspection Program & maintenance	90	90	0	0	0	0	0
WTP - Well Remediation	1,684	1,184	0	0	500	0	0
WTP - Rehabilitation (Filters, SCU)	33,623	3,623	30,000	0	0	0	0
WTP - Alum Tank	1,300	1,000	300	0	0	0	0
WTP - Ammonia Conversion	1,000	1,000	0	0	0	0	0
WTP - Burnt Store Rd Booster Station Pipe Riser Repair & Pump	3,970	3,320	650	0	0	0	0
WTP - RO Brine Disposal Well / Mechanical Integrity Test (MIT)	150	0	150	0	0	0	0
WTP - RO Brine Disposal Well (DIW) Deep Injection Well Permit	85	0	0	85	0	0	0
WTP - Shell Creek Reverse Osmosis Expansion	30,000	0	4,000	20,000	6,000	0	0
WTP - RO Repair/Restoration of acid injection quill, static mixer, and acid feed piping system	1,100	200	900	0	0	0	0
Water - Solona Watermain Replacement Upgrade	3,500	200	0	0	3,300	0	0
Water - Bal Harbor Water Main Replacement	1,000	1,000	0	0	0	0	0
Water - Airport Rd Water Main Replacement	1,000	0	1,000	0	0	0	0
Water - Via Tripoli Water Main Replacement	1,000	0	1,000	0	0	0	0
Water Projects Total	82,152	11,617	38,450	22,285	9,800	0	0
UTILITIES CONSTRUCTION FUND TOTAL	202,235	106,079	42,270	25,405	12,920	14,241	1,320

Utilities Operations Fund

Proforma FY 2025 - 2029

	Proposed FY 2025	Proforma FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029
Operating Revenues	\$ 23,861,615	\$ 23,638,690	\$ 23,696,375	\$ 23,814,675	\$ 23,933,600
Proposed Rate Increases (cumulative)	0	1,397,935	2,886,735	4,471,885	6,159,205
Transfers from Water & WW Impacts	499,800	1,014,800	1,529,800	1,529,800	1,529,800
Increase in WW billings Septic to Sewer	0	0	0	0	152,000
Annual Assessments - Septic to Sewer	0	0	0	350,000	350,000
TOTAL REVENUES	\$ 24,361,415	\$ 26,051,425	\$ 28,112,910	\$ 30,166,360	\$ 32,124,605
Operating Expenditures	\$ 20,242,780	\$ 19,892,015	\$ 20,605,665	\$ 21,750,440	\$ 22,121,640
Renewal & Replacement of Infrastructure	1,120,000	1,120,000	1,120,000	1,120,000	1,120,000
Transfer to Utilities Construction	7,150,000	4,285,000	4,800,000	85,000	200,000
RO Debt Service	999,595	999,595	999,595	999,595	999,595
Transfer to SRF Fund-reserve incr(decr)	1,500,000	0	0	0	0
Est. new debt service WWTP Improvemen	0	1,525,000	3,050,000	3,050,000	3,050,000
Est. new debt service Septic to Sewer-Are	0	0	0	0	252,000
Est. new debt service WTP RO Expansion	0	0	0	1,161,000	2,322,000
Est. new debt service WTP Filtration Reha	0	0	3,037,000	3,037,000	3,037,000
TOTAL EXPENDITURES	\$ 31,012,375	\$ 27,821,610	\$ 33,612,260	\$ 31,203,035	\$ 33,102,235
Beg. Operating Reserve	\$ 10,649,467	\$ 3,998,507	\$ 2,228,322	\$ (3,271,028)	\$ (4,307,703)
End. Operating Reserve	\$ 3,998,507	\$ 2,228,322	\$ (3,271,028)	\$ (4,307,703)	\$ (5,285,333)
R&R Capital Reserve	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000

Utilities Fund

FY 2025 – 2029 Proforma

Revenue Assumptions:

- Proforma shows proposed rate increase of 6.0% FY 2025-2029 per Advisory Board recommendation; higher increases may be needed due to significant increases in operating costs and five-year CIP program
- Rate study with updated CIP plan will begin in FY 2024
- FY 2025-2029 est. 0.5% growth and averages to account for consumption changes due to rainfall and other factors
- Water and wastewater impact fees - lower the past two years

Utilities Fund

Impact Fee Revenue History

Fiscal Year	Water Impact Revenues	Wastewater Impact Revenues
2015	\$654,416	\$591,576
2016	\$914,335	\$888,680
2017	\$1,361,272	\$763,327
2018	\$805,960	\$793,219
2019	\$727,546	\$711,438
2020	\$1,012,263	\$1,001,756
2021	\$437,334	\$700,760
2022	\$701,971	\$1,319,455
2023	\$154,848	\$266,442
Projected 2024	\$300,555	\$536,180

Utilities Fund

FY 2025 – 2029 Proforma

Revenue Assumptions:

- FY 2025-2029 Water Impact transfer for partial debt service on RO project
- FY 2026-2029 Wastewater Impact transfer for partial debt service on WWTP improvement project
- FY 2028 Estimated annual assessments for Septic to Sewer project (Area 1)



Utilities Fund

FY 2025 – 2029 Proforma

Expense Assumptions - Personnel:

- Personnel Estimates – 4% merit incr; proposed 2% pay adjustment 10/1; re-opened defined pension plan spread over all funds; defined contribution pension reduced to 40% estimate for one-time election; health insurance est 9% incr FY 2025 and 6% FY 2026-2029; workers comp insurance est 15% FY 2025 and 10% FY 2026-2029
- Requested (2) AMI technician positions to assist in repairs to AMI equipment and continued maintenance of the system; Annual costs \$69,575 each, total \$139,150; one-time costs \$57,000 each, total \$114,000 for vehicles, tablets, phones

Utilities Fund

FY 2025 – 2029 Proforma

Expense Assumptions - Operating:

- Estimates – FY 2025 per departmental request; computer overhead 29% and administration charges 3% incr-final will be determined when all budgets are completed; general liability insurances est 15%; FY 2026-2029 operating increases 3% except general liability insurance at 5%
- Items of note:
 - FWC land lease payment for 45 year extension \$355,000 (lump sum in FY 2025 only)
 - Chemical costs have continued to see increases due to cost and higher use in operations
 - Hydrant program \$225,000 in FY 2025; then \$100,000 per year

Utilities Fund

FY 2025 – 2029 Proforma

Expense Assumptions – Capital Outlay: per Departmental Requests

(All figures in thousands of dollars)

Capital Outlay	TOTAL PROJECT COST	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Utilities Administration (1620):						
New EMS Tape Locator	5	5	0	0	0	0
Water Treatment Plant (1621):						
Replace 2009 Electric Car/Golf Cart (6855)	18	18	0	0	0	0
Replace 2016 Tractor (5516)	90	90	0	0	0	0
Replace 2015 All Terrain Vehicle (6968)	15	0	15	0	0	0
Replace 2015 All Terrain Vehicle (6967)	15	0	15	0	0	0
Replace 2016 4 x 4 Pickup Truck (6971)	35	0	35	0	0	0
Replace 2007 Articulated Loader (6834)	110	0	110	0	0	0
Replace 2014 Lift (6922)	39	0	39	0	0	0
Replace 2007 generator (6837)	35	0	35	0	0	0
Replace 2020 All Terrain Vehicle (7817)	17	0	0	0	17	0
Replace 2019 Pickup Truck (7786)	35	0	0	0	35	0
Other Small equipment	41	41	0	0	0	0
Pumps, Motors & VFD's	556	156	100	100	100	100

Utilities Fund

FY 2025 – 2029 Proforma

Expense Assumptions – Capital Outlay: per Departmental Requests

(All figures in thousands of dollars)

Capital Outlay	TOTAL PROJECT COST	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Water Distribution (1626):						
New 1 1/2 ton dually service truck	99	99	0	0	0	0
(2) new small 4x4 regular cab trucks for AMI	54	54	0	0	0	0
New Vacuum trailer	150	150	0	0	0	0
Wastewater Collection (1622):						
2024 Trailer - New Request	14	14	0	0	0	0
Compact Track Loader- New Request	86	86	0	0	0	0
Angle Broom Attachment - New Request	10	10	0	0	0	0
Replace 2014 Utility Van (6933)	65	65	0	0	0	0
Replace 2013 Low Profile Dump Trailer (6909)	16	16	0	0	0	0
Replace 150 KW 2-Axle Generator (4427)	100	0	100	0	0	0
Replace 2000 Suction Pump on Trailer (6845)	130	0	0	130	0	0
Replace 2018 Pickup with Crane (7795)	150	0	0	150	0	0
Replace Combination Vac/Jetter Truck (no tag #?)	850	0	0	0	850	0
Replace 2019 1 1/2 ton Service truck W/ Crane (7820)	250	0	0	0	0	250
Wastewater Treatment Plant (1625):						
New Dump Truck to haul sludge	300	300	0	0	0	0
Pumps, Motors, Mixers, Blowers, Effluent Pumps	550	150	100	100	100	100
Unspecified Equipment Needs	621	0	151	220	0	250
TOTAL		1,254	700	700	1,102	700

Utilities Fund

FY 2025 – 2029 Proforma

Expense Assumptions - Other:

- Continued use of current revenue and operating reserves to fund 5 year CIP
- Estimated Debt Service on Wastewater Treatment Plant improvement – State Revolving Funds (SRF)
- Estimated Debt Service for Water Treatment Plant Filtration project – Bank financing
- Estimated Debt Service for RO expansion – Bank financing
- Estimated Debt Service for Septic to Sewer – Bank financing
- Assumes increase required for SRF loan reserves (usually 1 years estimated payments)

Utilities Fund

FY 2025 – 2029 Proforma

Reserve Assumptions:

- Maintain minimum \$3.1 million op. reserve
 - With FY 2025-2029 CIP plan, unable to maintain
 - Rate study to begin to include new significant projects added
- Maintain \$1.5 million R&R capital reserve (previously established for bonded debt covenant)



Utilities Fund Considerations

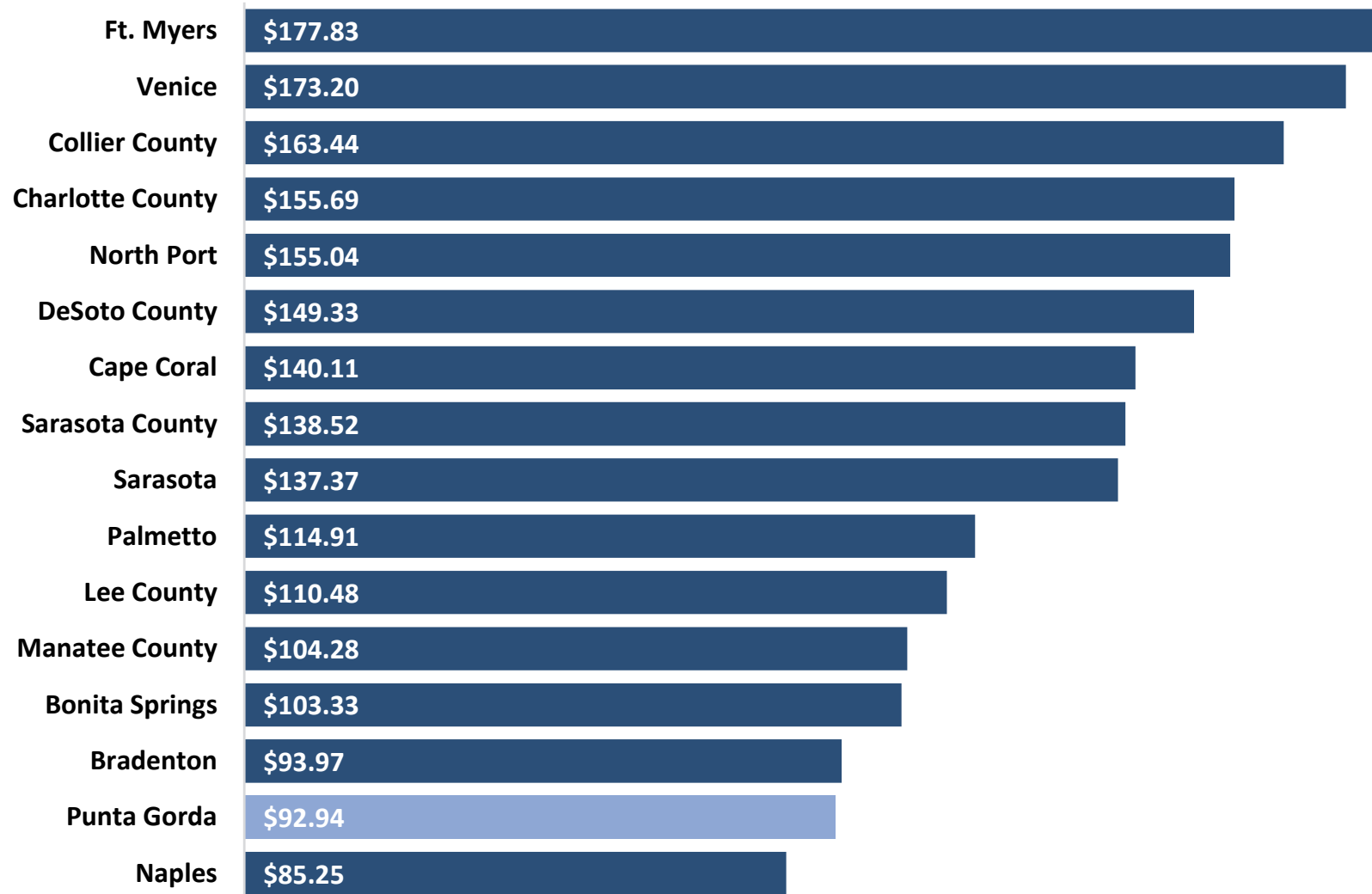
- Volatility of water and wastewater revenues – rainfall, drought conditions, watering restrictions, economic conditions, etc.
- Concern regarding continued increase in costs due to inflation, supply chain, demand for commodities, fuel prices, etc.
- Uncertainty of economic forecasts
- Consultant to explore alternative financing for all projected financed projects (i.e. SRF, bonds, or bank financing)
- Application for loan forgiveness due August 2024 (estimated \$19 million for WWTP improvement)
- Continue to pursue grant opportunities

Utilities Fund Considerations

- Change to AMI system
- Review of WTP Filtration project on-going for any alternatives
- Assumptions of financing Septic to Sewer projects dependent on estimated grant revenues of 25%, 20 year assessments on all lots in each area, new billing revenues for occupied lots, use of wastewater impact fees, and debt service ratios that may be required by financing entity
- Continue to pursue opportunities with Charlotte County to add these areas to their master plan for possible road and drainage funding to be contributed to project

Utilities Fund

Proposed FY 2025 Rate Survey

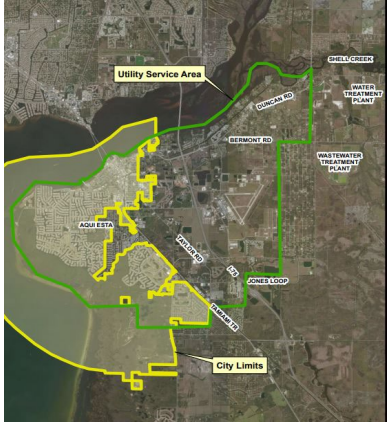


UTILITIES
CAPITAL IMPROVEMENTS PROGRAM
FY 2025 - FY 2029


(All figures in thousands of dollars)

DRAFT FOR UAB Discussion


PROJECT IDENTIFICATION	Page #	TOTAL PROJECT COST	Prior Years' Funding	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
FUNDING SOURCE: Utilities Fund current revenue of \$1.12M per policy for R&R Projects								
Water System Utility Relocation Misc. Projects	1	100	Annual	20	20	20	20	20
Watermain Renewal/Replacement Projects	2	500	Annual	100	100	100	100	100
Watermain Valve Projects	3	500	Annual	100	100	100	100	100
Wastewater Gravity Sewer Replacement Projects	4	750	Annual	150	150	150	150	150
Wastewater Lift Station Renewal/Replacement Projects	5	1,000	Annual	200	200	200	200	200
Wastewater Inflow Abatement - Rehabilitation Structures	6	1,000	Annual	200	200	200	200	200
Wastewater Force Main Renewal/Replacement Projects	7	1,750	Annual	350	350	350	350	350
R&R Projects Total		5,600	0	1,120	1,120	1,120	1,120	1,120
FUNDING SOURCE: Utilities Fund current revenues and Reserves, Grants, Impact Fees, and Financing								
Administration								
Septic to Sewer (Areas 1)	8	19,836	5,800	0	0	1,000	13,036	0
Wastewater Projects								
Lift Station 30 Gravity Rehab	9	1,850	1,250	600	0	0	0	0
Henry St 14" Force Main Replacement	10	2,508	2,508	0	0	0	0	0
Riverside Dr Force Main Extension	11	1,600	1,100	500	0	0	0	0
Henry St 20" Force Main crossing I-75	12	2,040	2,040	0	0	0	0	0
US41 Northbound Sewer Relocation (FDOT)	13	260	260	0	0	0	0	0
Wastewater Nutrient Management Plan (Bio Solids) Land App	14	224	224	0	0	0	0	0
Wastewater Treatment Plant Improvement	15	78,200	78,200	0	0	0	0	0
Wastewater Treatment Plant Tank Coating	16	1,800	600	200	0	1,000	0	0
Wastewater Treatment Plant Permit Renewal (FDEP)	17	170	85	0	0	0	85	0
Wastewater Deep Injection Well Mechanical Integrity Test (MIT)	18	185	85	0	0	0	0	100
Wastewater Deep Injection Well Permit Renewal	19	185	85	0	0	0	0	100
Wastewater Master Pump Facility Pumps Upgrade	20	1,000	800	200	0	0	0	0
Wastewater Generator Replacement @BPF	21	900	500	400	0	0	0	0
Wastewater Pond Liner Replacement	22	1,000	500	500	0	0	0	0
Wastewater Treatment Plant AC Replacement	23	425	425	0	0	0	0	0
Wastewater Bio-solid processing	24	2,300	0	300	2,000	0	0	0
Wastewater Projects Total		114,483	94,462	2,700	2,000	2,000	13,121	200
Water Projects								
WTP - Hydrobiological Monitoring Plan (HBMP)	25	150	0	150	0	0	0	0
WTP - R.O Water Use Permit	26	200	0	0	200	0	0	0
WTP - Carbon Slurry System Replacement	27	2,300	0	300	2,000	0	0	0
WTP - Hendrickson Dam Inspection Program & maintenance	28	90	90	0	0	0	0	0
WTP - Well Remediation	29	1,684	1,184	0	0	500	0	0
WTP - Rehabilitation (Filters, SCU)	30	33,623	3,623	30,000	0	0	0	0
WTP - Alum Tank	31	1,300	1,000	300	0	0	0	0
WTP - Ammonia Conversion	32	1,000	1,000	0	0	0	0	0
WTP - Burnt Store Rd Booster Station Pipe Riser Repair & Pumps	33	3,970	3,320	650	0	0	0	0
WTP - RO Brine Disposal Well / Mechanical Integrity Test (MIT)	34	150	0	150	0	0	0	0
WTP - RO Brine Disposal Well (DIW) Deep Injection Well Permit Renewal	35	85	0	0	85	0	0	0
WTP - Shell Creek Reverse Osmosis Expansion	36	30,000	0	4,000	20,000	6,000	0	0
WTP - RO Repair/Restoration of acid injection quill, static mixer, and acid feed piping system	37	1,100	200	900	0	0	0	0
Water - Solona Watermain Replacement Upgrade	38	3,500	200	0	0	3,300	0	0
Water - Bal Harbor Water Main Replacement	39	1,000	1,000	0	0	0	0	0
Water - Airport Rd Water Main Replacement	40	1,000	0	1,000	0	0	0	0
Water - Via Tripoli Water Main Replacement	41	1,000	0	1,000	0	0	0	0
Water Projects Total		82,152	11,617	38,450	22,285	9,800	0	0
UTILITIES CONSTRUCTION FUND TOTAL		202,235	106,079	42,270	25,405	12,920	14,241	1,320

Dept/Div:	Utilities Administration	
Contact:	Thomas Spencer	
Project Title:	Utility Relocation Project To Be Determined	
Project Code:	TBD	
Account #:	411-8423-533-63-09	
Description/Justification:	<p>FY 2025 – 2029</p> <p>Annual funds programmed to relocate water and wastewater lines to accommodate no-programmed projects and/or work performed by FDOT, Charlotte County Public Works and Punta Gorda Public Works.</p> <p>FDOT programs roadway improvements in a 5 year CIP and also performs non-programmed projects. Charlotte County Public Works and Punta Gorda Public Works also perform non-programmed projects on an as needed basis. Funds in TBD are for non-programmed projects, once a project is identified a project code and cost will be identified.</p>	
Priority:	Infrastructure Sustainability	
Goal:	Maintain and enhance the City's infrastructure to ensure efficient service delivery and quality aesthetic appeal. Apply best management practice and systems in infrastructure maintenance.	
Community Impact:	Quality of life and safety	


Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering	\$20,000	\$0	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
Land							
Construction	\$80,000	\$0	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000
Equipment							
Total	\$100,000	\$0	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Funding Sources							
Local-UF	\$100,000	\$0	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
Other							

Dept/Div:	Utilities Administration	
Contact:	Thomas Spencer	
Project Title:	Water Main Renewal/Replacement Project To Be Determined	
Project Code:	TBD	
Account #:	411-8423-533-63-21	
Description/Justification:	<p>FY 2025 – 2029</p> <p>TBD funds provide renewal and replacement of existing water mains on an as needed basis. The end of life to water mains cannot be predicted with certainty. Replacement projects are based on water main breaks and Public Works projects. Annual projects are determined by operations staff to meet immediate needs. Funds unused are released at end of year. Major water main projects are programmed individually.</p> <p>TBD projects may result from immediate need to maintain level of service to customers or to reduce costs responding to multiple repairs. Once a project is identified a project code will be created and funds will be transferred from TBD to the identified project.</p>	
Priority:	Infrastructure Sustainability	
Goal:	Maintain and enhance the City's infrastructure to ensure efficient service delivery and quality aesthetic appeal. Apply best management practice and systems in infrastructure maintenance.	
Community Impact:	Quality of life and safety	

Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering	\$200,000	\$0	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
Land							
Construction	\$300,000	\$0	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
Equipment							
Total	\$500,000	\$0	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Funding Sources							
Local-UF	\$500,000	\$0	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
Other							

Dept/Div:	Utilities Administration	
Contact:	Thomas Spencer	
Project Title:	Water Main Valve Installation	
Project Code:	WMVALV	
Account #:	411-8423-533-63-21	
Description/Justification:	<p>FY 2025 – 2029</p> <p>Project will install EZ valves on existing water main to assist in isolation of shut off during a main break to limit amount of customers affected.</p> <p>During a water main break, water shut off is needed to make repairs. Installation of Insert-a-valve will limit the amount of customers affected by isolating only the area needed for repair. Valves installed will list location and size to identify.</p>	
Priority:	Infrastructure Sustainability	
Goal:	Maintain and enhance the City's infrastructure to ensure efficient service delivery and quality aesthetic appeal. Apply best management practice and systems in infrastructure maintenance.	
Community Impact:	Quality of life and safety	

Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering							
Land							
Construction							
Equipment	\$500,000	\$0	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Total	\$500,000	\$0	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Funding Sources							
Local-UF	\$500,000	\$0	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
Other							

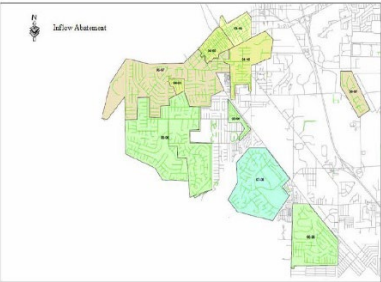
Dept/Div:	Utilities Administration	
Contact:	Thomas Spencer	
Project Title:	Gravity Sewer Renewal/Replacement Project TBD	
Project Code:	TBD	
Account #:	411-8536-535-63-28	
Description/Justification:	<p>FY 2025 – 2029</p> <p>Funds in TBD provide renewal and replacement of existing gravity sewer lines and restore asphalt pavement associated with sewer replacement. Old clay pipe gravity lines are candidate projects for replacement with PVC sewer pipe. Gravity Sewer relocation is coordinated with Public Works resurfacing and paving projects.</p> <p>Renewal and/or replacement of gravity sewer is performed to maintain system capacity by reducing storm water infiltration. Clay pipe gravity sewer lines commonly contribute to storm water infiltration. Public Works projects are typically related to street reconstructions. Once a project is identified a project code will be created and funds will be transferred from TBD to the identified project.</p>	
Priority:	Infrastructure Sustainability	
Goal:	Maintain and enhance the City's infrastructure to ensure efficient service delivery and quality aesthetic appeal. Apply best management practice and systems in infrastructure maintenance.	
Community Impact:	Quality of life and safety	

Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering	\$150,000	\$0	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Land							
Construction	\$600,000	\$0	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000
Equipment							
Total	\$750,000	\$0	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
Funding Sources							
Local-UF	\$750,000	\$0	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
Other							


Dept/Div:	Utilities Administration
Contact:	Thomas Spencer
Project Title:	Lift Station Renewal/Replacement Project To Be Determined
Project Code:	TBD
Account #:	411-8536-535-63-29
Description/Justification:	<p>FY 2025 – 2029</p> <p>Annual project funds will design and construct wastewater lift station rehabilitation or improvements on an as needed basis to maintain service.</p> <p>The City operates 118 Lift Stations. Funds are programmed to provide improved wastewater transmission capacity identified by wastewater master plan or other studies. Project may result from immediate need to maintain level of service to customers or reduce cost responding to multiple repairs. Renewal/Replacement of equipment to lift stations is performed by staff on an as needed basis with available funding typically for components rather than complete rehabilitation/replacement of equipment of an individual lift station. Once a project is identified a project code will be created and funds will be transferred from TBD to the identified project.</p>
Priority:	Infrastructure Sustainability
Goal:	Maintain and enhance the City's infrastructure to ensure efficient service delivery and quality aesthetic appeal. Apply best management practice and systems in infrastructure maintenance.
Community Impact:	



Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering	\$200,000	\$0	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
Land							
Construction	\$800,000	\$0	\$160,000	\$160,000	\$160,000	\$160,000	\$160,000
Equipment							
Total	\$1,000,000	\$0	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Funding Sources							
Local-UF	\$1,000,000	\$0	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
Other							

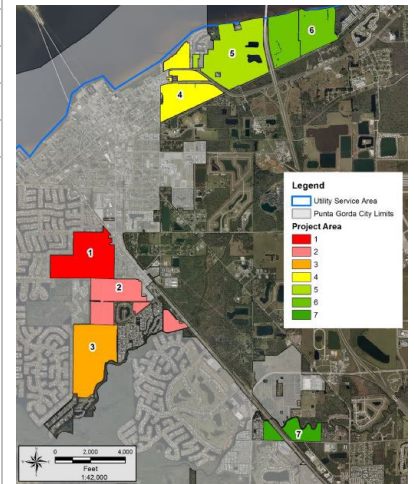
Dept/Div:	Utilities Administration	
Contact:	Thomas Spencer	
Project Title:	Inflow Abatement Rehab Structures To Be Determined	
Project Code:	TBD	
Account #:	411-8536-535-63-56	
Description/Justification:	<p>FY 2025 – 2029</p> <p>Annual funds programmed for rehabilitation/replacement includes interior coating to manholes and wet wells, installation of manhole inflow protectors, smoke testing, grouting and lining sewer lines of the City's wastewater collection system elements throughout the City's service area. Project implements strategies for reducing storm water infiltration.</p> <p>Inspection, replacement and renewal of the City's collection system will reduce infiltration and inflow, reduce collection system defects, maintain capacity, and reduce wet weather overflows. Rehabilitation work extends useful life which reduces replacement needs. Once a project is identified a project code will be created and funds will be transferred from TBD to the identified project.</p>	
Priority:	Infrastructure Sustainability	
Goal:	Maintain and enhance the City's infrastructure to ensure efficient service delivery and quality aesthetic appeal. Apply best management practice and systems in infrastructure maintenance.	
Community Impact:	Quality of Life and Safety	

Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering	\$200,000	\$0	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
Land							
Construction	\$800,000	\$0	\$160,000	\$160,000	\$160,000	\$160,000	\$160,000
Equipment							
Total	\$1,000,000	\$0	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Funding Sources							
Local-UF	\$1,000,000	\$0	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
Other							


Dept/Div:	Utilities Administration	
Contact:	Thomas Spencer	
Project Title:	Force Main Renewal/Replacement Project To Be Determined	
Project Code:	TBD	
Account #:	411-8536-535-63-67	
Description/Justification:	<p>FY 2025 – 2029</p> <p>Annual projects may be determined by operating staff to meet immediate needs. Projects will replace existing Ductile Iron Pipe (DIP) with PVC pipe.</p> <p>Rehabilitation and improvements to existing facilities are needed as a result of end of service life and changes to the utilities system for growth or other capital projects. Force Main breaks cannot be predicted with certainty. Once a project is identified a project code will be created and funds will be transferred from TBD to the identified project.</p>	
Priority:	Infrastructure Sustainability	
Goal:	Maintain and enhance the City’s infrastructure to ensure efficient service delivery and quality aesthetic appeal. Apply best management practice and systems in infrastructure maintenance.	
Community Impact:	Quality of Life and Safety	

Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering	\$350,000	\$0	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000
Land							
Construction	\$1,400,000	\$0	\$280,000	\$280,000	\$280,000	\$280,000	\$280,000
Equipment							
Total	\$1,750,000	\$0	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000
Funding Sources							
Local-UF	\$1,750,000	\$0	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
Other							

Dept/Div:	Utilities Administration
Contact:	Thomas Spencer
Project Title:	Septic to Sewer (Area 1)
Project Code:	S2SA1/S2S674
Account #:	411-8536-535-65-03
Description/Justification:	<p>Jones Edmunds completed Septic to Sewer Master Plan June 2018. Possible funding plan was developed for gravity sewer system. Preliminary Design Report for Area 1 to evaluate alternative sewer systems and complete PDR for preferred method was issued FY21.</p> <p>FY 2024 \$5,500,000 grant for engineering septic to sewer in Charlotte Park area</p> <p>FY 2027 Construction – Update of cost estimate will come from engineering of the project Collection System = \$11,028,00 Transmission System = \$3,008,400</p> <p>Project will need to be financed and estimates grant revenue of 25% of collection system.</p>
Priority:	Infrastructure Sustainability
Goal:	Maintain and enhance the City's infrastructure to ensure efficient service delivery and quality aesthetic appeal. Maximize use of new technology in applicable areas through capital budgeting procedures and investment in learning opportunities for staff.
Community Impact:	Quality of Life and Safety

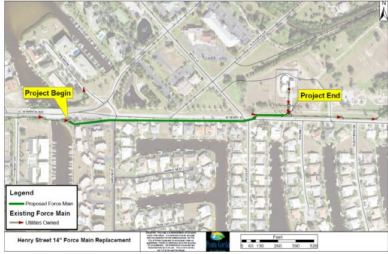


Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering	\$5,800,000	\$5,800,000	\$0	\$0	\$0	\$0	\$0
Land							
Construction	\$14,036,400	\$0	\$0	\$0	\$1,000,000	\$13,036,400	\$0
Equipment							
Total	\$19,836,400	\$5,800,000	\$0	\$0	\$1,000,000	\$13,036,400	\$0
Funding Sources							
Grants (est.) - G	\$8,250,000	\$5,500,000	\$0	\$0	\$0	\$2,750,000	\$0
Finance (est.) - RF	\$11,286,400	\$0	\$0	\$0	\$1,000,000	\$10,286,400	\$0
Local (est.) - UF	\$300,000	\$300,000	\$0	\$0	\$0	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Electric, R&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Assessments	\$536,000	\$0	\$0	\$0	\$0	\$268,000	\$268,000
WW Impacts	\$164,000	\$0	\$0	\$0	\$0	\$82,000	\$82,000
WW Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Dept/Div:	Utilities Administration	
Contact:	Thomas Spencer	
Project Title:	Lift Station 30 Gravity Rehab	
Project Code:	LS30GS	
Account #:	411-8536-535-63-28	
Description/Justification:	<p>FY 2023-FY 2025</p> <p>The gravity collection lines are allowing excessive storm water into the sewer. LS 30 has excessive run times during wet weather. Inspection has determined the gravity lines should be replaced.</p> <p>Replace approx. 2,005 lf of existing gravity sewer main and 9 lateral service lines with new SDR26 PVC piping.</p>	
Priority:	Infrastructure Sustainability	
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery and quality aesthetic appeal. Apply best management practices and systems in infrastructure maintenance.	
Community Impact:	Quality of life and safety	

Financial Information


5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering	\$370,000	\$370,000	\$0	\$0	\$0	\$0	\$0
Land							
Construction	\$1,480,000	\$880,000	\$600,000	\$0	\$0	\$0	\$0
Equipment							
Total	\$1,850,000	\$1,250,000	\$600,000	\$0	\$0	\$0	\$0
Funding Sources							
Local-UF	\$1,850,000	\$1,250,000	\$600,000	\$0	\$0	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
Other							

Dept/Div:	Utilities Administration	
Contact:	Thomas Spencer	
Project Title:	Henry Street 14" Force Main	
Project Code:	HS-FM	
Account #:	411-8536-535-63-67	
Description/Justification:	<p>FY 2022 - 2024</p> <p>Replace 1700 LF of 14" cast iron force main to PVC on Henry St and gravity manhole replacement at LS25 at Maud St.</p> <p>Existing 14" force main is cast iron and at the end of the expected useful life. The manhole at LS25 is sinking and must be replaced as part of this project due to the alignment of the 14" force main. Replacement update to PVC will increase reliability of wastewater transmission in the Henry St alignment. All force main on Henry/Marion alignment between Bal Harbor and Bass Inlet has been upgraded to PVC.</p>	
Priority:	Infrastructure Sustainability	
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery and quality aesthetic appeal. Maximize use of technology in applicable areas through capital budgeting procedures and investment in learning opportunities for staff.	
Community Impact:	Quality of Life and Safety	

Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering	\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$0
Land							
Construction	\$2,307,820	\$2,307,820	\$0	\$0	\$0	\$0	\$0
Equipment							
Total	\$2,507,820	\$2,507,820	\$0	\$0	\$0	\$0	\$0
Funding Sources							
Local-UF	\$2,507,820	\$2,507,820	\$0	\$0	\$0	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
Other							

Dept/Div:	Utilities Administration	<p>CITY OF PUNTA GORDA, FLORIDA/LD PROMOTIONS, LLC</p> <p>WATER AND WASTEWATER SYSTEM</p> <p>DEVELOPER'S AGREEMENT</p> <p>THIS AGREEMENT made and entered into this 5 day of July, 2021, by and between LD Promotions, LLC, hereinafter referred to as "Developer", and the City of Punta Gorda, Florida an incorporated municipality located within the State of Florida, hereinafter referred to as the "City".</p> <p>RECITALS</p> <ol style="list-style-type: none"> Developer owns real property in Charlotte County, Florida between US 17 and Riverside Drive, more particularly described and depicted in Exhibit A, which is attached hereto and made a part hereof (the "Property"). Developer desires and intends to develop the Property pursuant to approvals from Charlotte County, Florida, for a recreational vehicle park and customary accessory uses. The Property is outside of the municipal boundaries of the City of Punta Gorda, but the Property is in the City of Punta Gorda Utilities Certificated Service Area. City's Potable water is currently available to the Property. Sewer service is not currently available at the Property. Developer intends to construct water and sewer improvements on the Property to serve the recreational vehicle park and customary accessory uses, which will be done at Developer's cost with no reimbursement by City. Developer desires and intends to construct a force main extension for sewage transmission in or adjacent to the right of way of Riverside Drive and Diason Avenue (the "Force Main Extension") as the route is depicted on the graphic attached as Exhibit B, which is made a part hereof. The Force Main Extension for sewage is intended to be available to service the Property and to serve other customers of City along the depicted route, including those listed in Exhibit C, which is attached hereto and made a part hereof. The Force Main Extension and associated components are to be sized in excess of the size needed to serve the Property in order to serve other developments, including but not limited to those Proposed Users listed in Exhibit C. Developer intends and desires to be responsible for the design, permitting, and construction of the Force Main Extension and associated components as
Contact:	Thomas Spencer	
Project Title:	Riverside Drive Force Main Extension	
Project Code:	RIVFM	
Account #:	411-8536-535-63-67	
Description/Justification:	<p>LP Promotions, LLC intends to develop property located within the Punta Gorda utility service area into a recreational vehicle park. The developer has proposed to design, permit, and construct a wastewater force main extension along Riverside Dr. to serve the subject property as well as other developments within direct proximity. The City approved a developer's agreement May 5, 2021 to fund 75% of the project cost. Engineers estimate is \$1,443,369. Project is under construction. Funding in FY 25 provides funding for up to 1.6M for actual costs since engineer's estimate.</p> <p>Extending a new wastewater force main along Riverside Dr. will provide wastewater services to the proposed project and will facilitate wastewater services to 4 existing communities using on-site wastewater treatment and disposal facilities. The existing communities can hook up to the City sewer and decommission the on-site facilities, at a future date.</p>	
Priority:	Infrastructure Sustainability	
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery and quality aesthetic appeal. Maimize use of technology in applicable areas through capital budgeting procedures and investment in learning opportunities for staff.	
Community Impact:	Quality of Life and Safety	

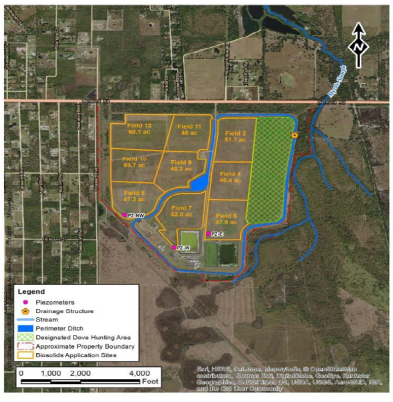
Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Construction	\$1,600,000	\$1,100,000	\$500,000	\$0	\$0	\$0	\$0
Total	\$1,600,000	\$1,100,000	\$500,000	\$0	\$0	\$0	\$0
Funding Sources							
Local-UF	\$1,600,000	\$1,100,000	\$500,000	\$0	\$0	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
R&M and processing costs	TBD		TBD	TBD	TBD	TBD	TBD
Impacts on Revenue (negative entry indicates revenue reduction)							
WW Impacts and monthly revenue TBD when communities are built or hook up	TBD		TBD	TBD	TBD	TBD	TBD

Dept/Div:	Utilities Administration	
Contact:	Thomas Spencer	
Project Title:	Henry Street 20" Force Main Replacement Crossing at I-75	
Project Code:	I75RFM	
Account #:	411-8536-535-63-67	
Description/Justification:	<p>Replace approximately 400-500 feet 18" DIP wastewater force main which crosses under I-75 with 20" PVC force main. The facility was constructed in 1981 as part of I-75 initial construction. The existing condition of the pipe is unknown.</p> <p>Replacing the DIP pipe with PVC pipe will improve pipe reliability.</p>	
Priority:	Infrastructure Sustainability	
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery and quality aesthetic appeal. Apply best management practices and systems in infrastructure maintenance.	
Community Impact:	Quality of Life and Safety	

Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering	\$408,000	\$408,000	\$0	\$0	\$0	\$0	\$0
Land							
Construction	\$1,632,000	\$1,632,000	\$0	\$0	\$0	\$0	\$0
Equipment							
Total	\$2,040,000	\$2,040,000	\$0	\$0	\$0	\$0	\$0
Funding Sources							
Local – UF	\$2,040,000	\$2,040,000	\$0	\$0	\$0	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
R&M and processing costs due to increased capacity	\$4,000	\$0	\$0	\$1,000	\$1,000	\$1,000	\$1,000


Dept/Div:	Utilities Administration
Contact:	Thomas Spencer
Project Title:	US41 North Bound Utility Relocation (FDOT)
Project Code:	US41NB
Account #:	411-8536-535-63-28
Description/ Justification:	<p>FY 2024-2025</p> <p>FDOT has scheduled roadway improvements to US 41 northbound from Willian Street to Peace River Bridge. The City is required to provide utility mapping, utility coordination, utility design, and utility relocation.</p> <p>FDOT has issued plans to construct a traffic circle at the intersection of US 41 and Carmalita Street. The City has evaluated utility facilities and determined that 180 LF of gravity sewer will need repair and lining.</p>
Priority:	Infrastructure Sustainability
Goal:	Maintain and enhance the City's infrastructure to ensure efficient service delivery and quality aesthetic appeal. Apply best management practice and systems in infrastructure maintenance.
Community Impact:	Quality of life and safety

Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering	\$60,000	\$60,000	\$0	\$0	\$0	\$0	\$0
Land							
Construction	\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$0
Equipment							
Total	\$260,000	\$260,000	\$0	\$0	\$0	\$0	\$0
Funding Sources							
Local-UF	\$260,000	\$260,000	\$0	\$0	\$0	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
Other							


Dept/Div:	Utilities Administration	
Contact:	Thomas Spencer	
Project Title:	Wastewater Treatment Plant Nutrient Management Plan (Biosolids) Land Application	
Project Code:	LANDAP	
Account #:	411-8711-535-63-31	
Description/Justification:	<p>FY 2023 – 2025</p> <p>Funds are needed for engineering services to prepare DEP permit application materials to renew permit FLA804746 and authorize land application of biosolids at the City biosolids application site 30999 Bermont Rd. Renewal of permit is required in 5 year intervals.</p> <p>The City has a 447 acre Class B biosolids Land Application site, at 30999 Bermont Road, that has been operated as biosolids application site since 1984, authorized by DEP rules and permitting. DEP bio-solids regulations provided in FAC 62-640 were revised June 21, 2021. Under current rules the permit application must provide a numeric nutrient management plan (NMP) with the application materials.</p>	
Priority:	Partnerships, Communication and Collaboration	
Goal:	Emphasize transparency in City operations, reporting and activities.	
Community Impact:	Quality of Life and Safety	

Financial Information



5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering	\$223,810	\$223,810	\$0	\$0	\$0	\$0	\$0
Land							
Construction							
Equipment							
Total	\$223,810	\$223,810	\$0	\$0	\$0	\$0	\$0
Funding Sources							
Local-UF	\$223,810	\$223,810	\$0	\$0	\$0	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
Other							

Dept/Div:	Utilities Administration	
Contact:	Thomas Spencer	
Project Title:	Wastewater Treatment Plant Improvement/Expansion	
Project Code:	WWPEXP	
Account #:	411-8711-535-63-31	
Description/Justification:	<p>The City completed an evaluation and recommendation for WWTP Improvements in 2020, negotiated FWC lease agreement extension, and engineering design and permitting in 2022.</p> <p>FY 2024 – 2027: Construction Improvements Funding sources will include wastewater impact fees and financing. Debt service will be repaid through wastewater impact fees and user fees.</p> <p>A planned approach for WWTP capacity and expansion is required by FDEP rule when the capacity of the WWTP reaches 75% of permitted capacity.</p>	
Priority:	Infrastructure Sustainability	
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery and quality aesthetic appeal. Apply best management practices and systems in infrastructure maintenance.	
Community Impact:	Quality of Life and Safety	


Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering	\$7,200,000	\$7,200,000	\$0	\$0	\$0	\$0	\$0
Land							
Construction	\$71,000,000	\$71,000,000	\$0				
Equipment/Planning	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$78,200,000	\$78,200,000	\$0	\$0	\$0	\$0	\$0
Funding Sources							
Grant (est)	\$19,000,000	\$19,000,000					
Finance (est.) – RF	\$54,192,000	\$54,192,000	\$0	\$0	\$0	\$0	\$0
WW Impacts – UIF	\$1,200,000	\$1,200,000	\$0	\$0	\$0	\$0	\$0
Local – UF	\$3,808,000	\$3,808,000	\$0	\$0	\$0	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Debt Svc	\$10,675,000	\$0	\$0	\$1,525,000	\$3,050,000	\$3,050,000	\$3,050,000
Land Lease	(\$56,000)	\$0	\$0	(\$14,000)	(\$14,000)	(\$14,000)	(\$14,000)

Dept/Div:	Utilities Administration	
Contact:	Thomas Spencer	
Project Title:	Wastewater Treatment Plant Tank Coating	
Project Code:	WWP-TC	
Account #:	411-8711-535-63-31	
Description/Justification:	<p>Replace interior coating system in our wastewater equalization tank. There are two tanks at the Master Pumping Facility and two tanks at the Booster Pumping Facility. Coating replacement is on a rotational schedule based on need every 5 years.</p> <p>FY 2024-2025 Coating of 2 tanks at the BPF.</p> <p>FY 2027 Coating of 2 tanks at the MPF.</p>	
Priority:	Infrastructure Sustainability	
Goal:	Apply best management practices and systems in infrastructure maintenance.	
Community Impact:	Quality of Life and Safety	

Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering							
Land							
Construction							
Equipment	\$1,800,000	\$600,000	\$200,000	\$0	\$1,000,000	\$0	\$0
Total	\$1,800,000	\$600,000	\$200,000	\$0	\$1,000,000	\$0	\$0
Funding Sources							
Local-UF	\$1,800,000	\$600,000	\$200,000	\$0	\$1,000,000	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
Other							


Dept/Div:	Utilities Administration	 Wastewater Treatment Plant Facility 
Contact:	Thomas Spencer	
Project Title:	Wastewater Treatment Plant Operating Permit Renewal (FDEP)	
Project Code:	WWPERM	
Account #:	411-8711-535-31-14	
Description/Justification:	<p>FY 2028 Funds are needed for engineering services to prepare permit application materials for the renewal of the WWTP. Operating Permit required and issued by Florida Department of Environmental Protection.</p> <p>FY 2024 Florida Department of Environmental Protection requires the WWTP to acquire an operating permit. Current operating permit (FLA118371) is valid from September 22, 2019 – September 21, 2024. Renewal of operating permit is required in 5 year intervals. Next permit renewal is due September 21, 2024.</p>	
Priority:	Partnerships, Communication and Collaboration	
Goal:	Emphasize transparency in City operations, reporting, and activities.	
Community Impact:	Quality of life and safety	

Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering	\$170,000	\$85,000	\$0	\$0	\$0	\$85,000	\$0
Land							
Construction							
Equipment							
Total	\$170,000	\$85,000	\$0	\$0	\$0	\$85,000	\$0
Funding Sources							
Local-UF	\$170,000	\$85,000	\$0	\$0	\$0	\$85,000	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
Other							


Dept/Div:	Utilities Administration	
Contact:	Thomas Spencer	
Project Title:	Wastewater Treatment Plant – Deep Injection Well Mechanical Integrity Testing (MIT)	
Project Code:	DWMIT	
Account #:	411-8711-535-31-14	
Description/Justification:	FY 2025 The WWTP effluent disposal well is regulated by an Underground Injection Well (UIC) permit. Permit at 5 year intervals. Project will perform MIT for the required period. MIT must be performed by May 2025 prior to DIW permit renewal. MIT is required by UIC permit on or before May 27, 2025.	
Priority:	Partnerships, Communication and Collaboration	
Goal:	Emphasize transparency in City operations, reporting and activities.	
Community Impact:	Quality of Life and Safety	

Financial Information


5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering	\$185,000	\$85,000	\$0	\$0	\$0	\$0	\$100,000
Land							
Construction							
Equipment							
Total	\$185,000	\$85,000	\$0	\$0	\$0	\$0	\$100,000
Funding Sources							
Local-UF	\$185,000	\$85,000	\$0	\$0	\$0	\$0	\$100,000
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
Other							

Dept/Div:	Utilities Administration	
Contact:	Thomas Spencer	
Project Title:	Wastewater Treatment Plant – Deep Injection Well Permit Renewal (FDEP)	
Project Code:	DWPERM	
Account #:	411-8711-535-31-14	
Description/Justification:	<p>FY 2024-2025</p> <p>Funds are needed for engineering services to prepare permit application materials for the renewal of the Wastewater Treatment Plant deep Injection Well (DIW) regulated by Underground Injection Control (UIC) permit required and issued by Florida Department of Environmental Protection (FDEP). UIC/DIW permit was issued January 7, 2021 and is due to expire January 7, 2026.</p> <p>FDEP requires the Wastewater Treatment Plant to renew its' UIC permit for DIW; the next permit renewal is due prior to January 7, 2026.</p>	
Priority:	Partnerships, Communication and Collaboration	
Goal:	Emphasize transparency in City operations, reporting and activities.	
Community Impact:	Quality of Life and Safety	

Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering	\$185,000	\$85,000	\$0	\$0	\$0	\$0	\$100,000
Land							
Construction							
Equipment							
Total	\$185,000	\$85,000	\$0	\$0	\$0	\$0	\$100,000
Funding Sources							
Local-UF	\$185,000	\$85,000	\$0	\$0	\$0	\$0	\$100,000
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
Other							

Dept/Div:	Utilities Administration	
Contact:	Thomas Spencer	
Project Title:	Wastewater Treatment Plant – Master Pump Facility Upgrade	
Project Code:	MPFUPG	
Account #:	411-8711-535-63-33	
Description/ Justification:	<p>Upgrade and replace three wastewater pumps, piping, and electrical VFD and motor controls at the Master Pumping Facility (MPF) located at 900 Henry Street.</p> <p>The existing pups and controls were installed in 2000 and have reached end of service life. Newer pump designs will provide improved reliability and performance.</p>	
Priority:	Infrastructure Sustainability	
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery and quality aesthetic appeal. Apply best management practices and systems in infrastructure maintenance.	
Community Impact:	Quality of Life and Safety	

Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering	\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$0
Land							
Construction	\$800,000	\$600,000	\$200,000	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$1,000,000	\$800,000	\$200,000	\$0	\$0	\$0	\$0
Funding Sources							
Local-UF	\$1,000,000	\$800,000	\$200,000	\$0	\$0	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
Other							

Dept/Div:	Utilities Administration	
Contact:	Thomas Spencer	
Project Title:	Wastewater Treatment Plant Generator Replacement at Booster Pump Facility (BPF)	
Project Code:	WWGEN	
Account #:	411-8711-535-63-39	
Description/Justification:	<p>FY 2024 - 2025</p> <p>The wastewater transmission system uses a Booster Pump Station located at 4300 Henry Street. The pump station has (3) 250 HP pumps with capacity of 6,700 GPM. The facility requires an emergency generator. The existing generator is scheduled for replacement.</p>	
Priority:	Infrastructure Sustainability	
Goal:	Maintain and enhance the City’s infrastructure to ensure efficient and effective service delivery and quality aesthetic appeal. Apply best management practices and systems in infrastructure maintenance.	
Community Impact:	Quality of Life and Safety	

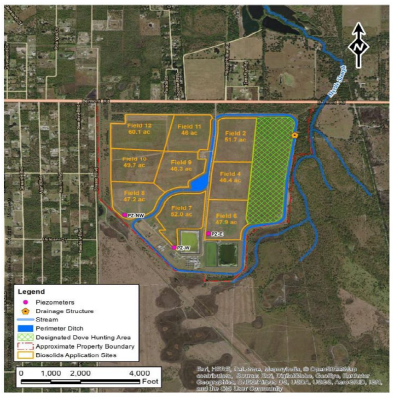
Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering							
Land							
Construction							
Equipment	\$900,000	\$500,000	\$400,000	\$0	\$0	\$0	\$0
Total	\$900,000	\$500,000	\$400,000	\$0	\$0	\$0	\$0
Funding Sources							
Local-UF	\$900,000	\$500,000	\$400,000	\$0	\$0	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
Other							

Dept/Div:	Utilities Administration	
Contact:	Thomas Spencer	
Project Title:	Wastewater Treatment Plant Pond Liner Replacement	
Project Code:	WWPOND	
Account #:	411-8711-535-63-43	
Description/Justification:	<p>FY 2024 & 2025</p> <p>The Wastewater Treatment Plant uses 3 lined ponds for temporary storage of wastewater effluent during peak flow periods. The interior pond liner should be repaired or replaced when inspections indicate excessive wear or damage.</p>	
Priority:	Infrastructure Sustainability	
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery and quality aesthetic appeal. Apply best management practices and systems in infrastructure maintenance.	
Community Impact:	Quality of Life and Safety	

Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering							
Land							
Construction	\$1,000,000	\$500,000	\$500,000	\$0	\$0	\$0	\$0
Equipment							
Total	\$1,000,000	\$500,000	\$500,000	\$0	\$0	\$0	\$0
Funding Sources							
Local-UF	\$1,000,000	\$500,000	\$500,000	\$0	\$0	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
Other							

Dept/Div:	Utilities Administration	
Contact:	Thomas Spencer	
Project Title:	Wastewater Treatment Plant Air Conditioning (AC) Replacement	
Project Code:	WWBUIL	
Account #:	411-8711-535-62-10	
Description/ Justification:	FY 2024-2025 Replace air-conditioning unit at the wastewater treatment plant	
Priority:	Infrastructure Sustainability	
Goal:	Maintain and enhance the City’s infrastructure to ensure efficient and effective service delivery and quality aesthetic appeal. Apply best management practices and systems in infrastructure maintenance.	
Community Impact:	Quality of Life and Safety	

Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering							
Land							
Construction							
Equipment	\$425,000	\$425,000	\$0	\$0	\$0	\$0	\$0
Total	\$425,000	\$425,000	\$0	\$0	\$0	\$0	\$0
Funding Sources							
Local-UF	\$425,000	\$425,000	\$0	\$0	\$0	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
Other							

Dept/Div:	Utilities Administration	
Contact:	Thomas Spencer	
Project Title:	Wastewater Treatment Plant Bio-solids Off-site Disposal	
Project Code:	OS-DIS	
Account #:	411-8711-535-63-31	
Description/Justification:	<p>FY 2025</p> <p>DEP bio-solids regulations provided in FAC 62-640 were revised June 21, 2021. Application to renew the land application permit was submitted to DEP Dec 2023. DEP is indicating strong headwinds against a land application permit approval. This project will identify a cost effective method to de-water bio-solids, and dispose of bio-solids off-site. Project will require a preliminary design report, final plans, permitting, and construction of the drying and handling facilities.</p>	
Priority:	Infrastructure Sustainability	
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery and quality aesthetic appeal. Apply best management practices and systems in infrastructure maintenance.	
Community Impact:	Quality of Life and Safety	

Financial Information


5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering	\$300,000	\$0	\$300,000	\$0	\$0	\$0	\$0
Land							
Construction	\$2,000,000	\$0	\$0	\$2,000,000	\$0	\$0	\$0
Equipment							
Total	\$2,300,000	\$0	\$300,000	\$2,000,000	\$0	\$0	\$0
Funding Sources							
Local-UF	\$2,300,000	\$0	\$300,000	\$2,000,000	\$0	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
Other							

Dept/Div:	Utilities Administration
Contact:	Thomas Spencer
Project Title:	Water Treatment Plant – Hydro Biological Monitoring Plan (HBMP)
Project Code:	WPHBMP
Account #:	411-8422-533-31-14
Description/Justification:	<p>FY 2025</p> <p>SWFWMD water use permit requires a sampling and testing plan to document biological conditions of Shell Creek. Testing and sampling is required on a monthly basis each year and a summary report is required on a 5 year cycle. The cost of the summary report is budgeted on a 5 year recurring cycle. Last report was completed in 2020 and the next is due in FY 2025.</p> <p>The City Water Treatment Plant (WTP) obtains source water from Shell Creek authorized by a Water Use Permit (WUP) issued by SWFWMD. The WUP requires the City to perform water quality testing, complete data, and furnish a technical report to demonstrate permitted water use complies with the regulatory standards of SWFWMD's WUP. The composite activities consists of water sampling, testing, data analysis and preparation of a 5 year technical summary report are assigned the term Hydro Biological Monitoring Plan (HBMP)</p>
Priority:	Quality of Life
Goal:	Meet all water quality standards (primary and secondary).
Community Impact:	Quality of life and safety


Figure 2-2 Shell Creek HBMP monitoring site locations situated downstream of the reservoir




Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/ Engineering	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$0
Land							
Construction							
Equipment							
Total	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$0
Funding Sources							
Local - UF	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
Other							

Dept/Div:	Utilities Administration	
Contact:	Thomas Spencer	
Project Title:	Water Treatment Plant Water Use Permit (SWFWMD)	
Project Code:	RO-WUP	
Account #:	411-8422-533-31-14	
Description/Justification:	<p>FY 2026</p> <p>Project will create a data review of permitting requirements and dates, close out the Aquifer Storage and Recover (ASR) Underground Injection Control (UIC), create a ground water model, develop a Well Field Management Plan, and implement a continuous well field data monitoring program.</p> <p>WUP application renewal will be 2026.</p> <p>The City obtained a Water Use Permit (WUP) from SWFWMD as a necessary part of the RO WTP project. Permit modification was issued January 2018. Special condition 6 of the WUP requires the City to implement a Wellfield Management Plan WMP). The WMP will require 2 years to implement. A monitoring plan will be implemented after the WMP adoption.</p>	
Priority:	Partnerships, Communication and Collaboration	
Goal:	Emphasize transparency in City operations, reporting and activities.	
Community Impact:	Quality of life and safety	


Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering	\$200,000	\$0	\$0	\$200,000	\$0	\$0	\$0
Land							
Construction							
Equipment							
Total	\$200,000	\$0	\$0	\$200,000	\$0	\$0	\$0
Funding Sources							
Local-UF	\$200,000	\$0	\$0	\$200,000	\$0	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
Other							

Dept/Div:	Utilities Administration	
Contact:	Thomas Spencer	
Project Title:	Water Treatment Plant – Carbon Slurry System Replacement	
Project Code:	CARBON	
Account #:	411-8422-533-63-04	
Description/Justification:	<p>FY 2025 Engineering services to evaluate the scope of improvements work necessary to restore Carbon Silo Tank</p> <p>FY 2026 Design and construct replacement for existing Carbon Silo Tank for Powder Activated Carbon (PAC). A new tank is proposed as an improved method of storing and feeding PAC.</p> <p>The existing Carbon Silo System is programmed for replacement with an improved system.</p>	
Priority:	Infrastructure Sustainability	
Goal:	Maintain and enhance the City's infrastructure to ensure efficient service delivery and quality aesthetic appeal. Apply best management practice and systems in infrastructure maintenance.	
Community Impact:	Quality of life and safety	


Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering	\$300,000	\$0	\$300,000	\$0	\$0	\$0	\$0
Land							
Construction	\$2,000,000	\$0	\$0	\$2,000,000	\$0	\$0	\$0
Equipment							
Total	\$2,300,000	\$0	\$300,000	\$2,000,000	\$0	\$0	\$0
Funding Sources							
Local-UF	\$2,300,000	\$0	\$300,000	\$2,000,000	\$0	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
Other							

Dept/Div:	Utilities Administration	
Contact:	Thomas Spencer	
Project Title:	WTP Hendrickson Dam Inspection Program and Management	
Project Code:	DAMINS	
Account #:	411-8422-533-63-30	
Description/Justification:	<p>Engineering services from a specialized engineering firm to perform dam inspection and provide inspection report documenting the condition of the dam components and recommending maintenance and rehabilitation.</p> <p>Staff recommends inspection of the dam in 2024. Carry over funds programmed for dam inspections will be utilized.</p> <p>Hendrickson Dam impounds water from Shell Creek to provide a water supply reservoir for the WTP. The dam was constructed in 1965 and a major rehabilitation of the spillway was completed in 2010 and a Dam Inspection and repair of leaky joints was completed in 2017.</p>	
Priority:	Infrastructure Sustainability	
Goal:	Maintain and enhance the City's infrastructure to ensure efficient and effective service delivery and quality aesthetic appeal. Apply best management practices and systems in infrastructure maintenance.	
Community Impact:	Quality of Life and Safety	

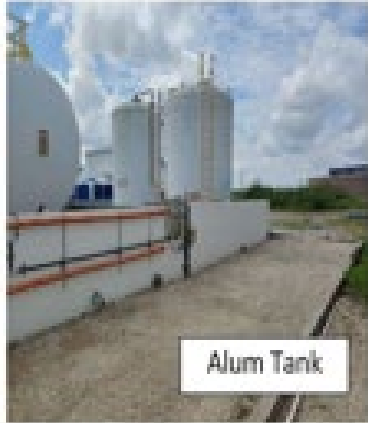
Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering	\$90,186	\$90,186	\$0	\$0	\$0	\$0	\$0
Land							
Construction							
Equipment							
Total	\$90,186	\$90,186	\$0	\$0	\$0	\$0	\$0
Funding Sources							
Local – UF	\$90,186	\$90,186	\$0	\$0	\$0	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
Other							

Dept/Div:	Utilities Administration	
Contact:	Thomas Spencer	
Project Title:	Water Treatment Plant Well Remediation	
Project Code:	RO-WELL	
Account #:	411-8422-533-65-02	
Description/Justification:	<p>FY 2023-2025</p> <p>The project will make improvements to groundwater Wells 3, 4, and 5. Well 3 and 5 are exhibiting reduced production. Acid treatment is proposed to increase well production. Well 4 is exhibiting increased TDS. Well backplug is proposed to block elevated TDS flow zone.</p> <p>FY 2027</p> <p>Program funds for well services in the event of reduced well production. If a well exhibits reduced production, the well will be evaluated for rehabilitation.</p>	
Priority:	Infrastructure Sustainability	
Goal:	Maintain and enhance the City's infrastructure to ensure efficient service delivery and quality aesthetic appeal. Establish a 5 year capital improvements program that ensures infrastructure is in place to meet projected growth demands and update the plan on an annual basis.	
Community Impact:	Quality of Life and Safety	

Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/ Engineering	\$223,488	\$123,488	\$0	\$0	\$100,000	\$0	\$0
Land							
Construction/ Improvement	\$1,460,941	\$1,060,941	\$0	\$0	\$400,000	\$0	\$0
Equipment							
Total	\$1,684,429	\$1,184,429	\$0	\$0	\$500,000	\$0	\$0
Funding Sources							
Local - UF	\$1,684,429	\$1,184,429	\$0	\$0	\$500,000	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
Other							

Dept/Div:	Utilities Administration	 
Contact:	Thomas Spencer	
Project Title:	Shell Creek Water Treatment Plant Rehabilitation (Filters, SCU)	
Project Code:	WTP-EV	
Account #:	411-8422-533-65-02	
Description/Justification:	The City of Punta Gorda desires to obtain Design-Build Services for rehabilitation and construction of surface water treatment facilities at the Shell Creek Water Treatment Plant located at 38100 Washington Loop Road Punta Gorda FL 33982. The scope of the design-build contract will include the rehabilitation of existing facilities/buildings and construction of new facilities identified in the design criteria package.	
Priority:	Infrastructure Sustainability	
Goal:	Maintain and enhance the City's infrastructure to ensure efficient service delivery and quality aesthetic appeal. Establish a 5 year capital improvements program that ensures infrastructure is in place to meet projected growth demands and update the plan on an annual basis.	
Community Impact:	Quality of Life and Safety	


Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering	\$664,600	\$664,600	\$0	\$0	\$0	\$0	\$0
Land							
Construction	\$32,958,400	\$2,958,400	\$30,000,000	\$0	\$0	\$0	\$0
Equipment							
Total	\$33,623,000	\$3,623,000	\$30,000,000	\$0	\$0	\$0	\$0
Funding Sources							
Local - UF	\$3,623,000	\$3,623,000	\$0	\$0	\$0	\$0	\$0
Finance (est.) -RF	\$30,000,000	\$0	\$30,000,000	\$0	\$0	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
TBD from PDR	TBD			TBD	TBD	TBD	TBD

Dept/Div:	Utilities Administration	
Contact:	Thomas Spencer	
Project Title:	WTP Alum Tank Storage Replacement	
Project Code:	ALMTNK	
Account #:	411-8422-533-65-02	
Description/ Justification:	The project will replace two existing Alum Bulk Storage Tanks with new in-kind replacement Alum Bulk Storage Tanks. The existing tanks have reached end of reliable service life. Alum is a liquid chemical used at the WTP for the surface water treatment process. Expected service life is 30 years.	
Priority:	Infrastructure Sustainability	
Goal:	Maintain and enhance the City’s infrastructure to ensure efficient service delivery and quality aesthetic appeal. Establish a 5 year capital improvements program that ensures infrastructure is in place to meet projected growth demands and update the plan on an annual basis.	
Community Impact:	Quality of Life and Safety	


Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/ Engineering	\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$0
Land							
Construction	\$1,100,000	\$800,000	\$300,000	\$0	\$0	\$0	\$0
Equipment							
Total	\$1,300,000	\$1,000,000	\$300,000	\$0	\$0	\$0	\$0
Funding Sources							
Local - UF	\$1,300,000	\$1,000,000	\$300,000	\$0	\$0	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							

Dept/Div:	Utilities Administration	
Contact:	Thomas Spencer	
Project Title:	WTP Ammonia Conversion	
Project Code:	WPAMMO	
Account #:	411-8422-533-65-02	
Description/ Justification:	<p>FY 2023-2025</p> <p>This project will replace the existing ammonia storage and dosing equipment with a new ammonia system. The existing equipment has reached the end of service life. The new system will be a liquid ammonia process with new storage tanks and new dosing equipment. The water treatment plant uses ammonia with chlorine as a disinfection technique for water treatment.</p>	
Priority:	Infrastructure Sustainability	
Goal:	Maintain and enhance the City's infrastructure to ensure efficient service delivery and quality aesthetic appeal. Establish a 5 year capital improvements program that ensures infrastructure is in place to meet projected growth demands and update the plan on an annual basis.	
Community Impact:	Quality of Life and Safety	


Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/ Engineering	\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$0
Land							
Construction	\$800,000	\$800,000	\$0	\$0	\$0	\$0	\$0
Equipment							
Total	\$1,000,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0
Funding Sources							
Local - UF	\$1,000,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							

Dept/Div:	Utilities Administration	
Contact:	Thomas Spencer	
Project Title:	Water Treatment Plant Booster Station (Burnt Store Rd)	
Project Code:	BOOST	
Account #:	411-8422-533-65-06	
Description/Justification:	<p>FY 2023 Engineering services to evaluate the scope of improvements to repair riser pipe at Booster Station and high service pump(s) necessary for improvement to Burnt Store Rd Booster Station.</p> <p>FY 2024-2025 Add high service pump station to Burnt Store Road elevated tank and repair pipe riser.</p> <p>Improve water storage and pressure to water distribution lines in Burnt Store zone.</p>	
Priority:	Infrastructure Sustainability	
Goal:	Maintain and enhance the City's infrastructure to ensure efficient service delivery and quality aesthetic appeal. Establish a 5 year capital improvements program that ensures infrastructure is in place to meet projected growth demands and update the plan on an annual basis.	
Community Impact:	Quality of Life and Safety	

Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/ Engineering	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$0
Land							
Construction	\$3,720,000	\$3,070,000	\$650,000	\$0	\$0	\$0	\$0
Equipment							
Total	\$3,970,000	\$3,320,000	\$650,000	\$0	\$0	\$0	\$0
Funding Sources							
Local – UF	\$3,970,000	\$3,320,000	\$650,000	\$0	\$0	\$0	\$0
Local - UIF	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contractual							
Equipment							
Electric and maintenance	\$12,000	\$0	\$0	\$3,000	\$3,000	\$3,000	\$3,000

Dept/Div:	Utilities Administration	
Contact:	Thomas Spencer	
Project Title:	Water Treatment Plant – RO Brine Disposal Well Mechanical Integrity Testing (MIT)	
Project Code:	WP-MIT	
Account #:	411-8422-533-31-14	
Description/Justification:	<p>FY 2025</p> <p>Project will perform Mechanical Integrity Testing (MIT) for the required period regulated by an Underground Injection (UIC) permit.</p> <p>The WTP RO brine disposal well is regulated by an Underground Injection Control (UIC) permit. Permit compliance requires Mechanical Integrity Testing (MIT) at 5 year intervals.</p>	
Priority:	Partnerships, Communication and Collaboration	
Goal:	Emphasize transparency in City operations, reporting and activities	
Community Impact:	Quality of life and safety	



Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/ Engineering	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$0
Land							
Construction							
Equipment							
Total	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$0
Funding Sources							
Local - UF	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
Other							

Dept/Div:	Utilities Administration		
Contact:	Thomas Spencer		
Project Title:	Water Treatment Plant RO – Brine Disposal Well (DIW) Permit Renewal		
Project Code:	WPDIWP		
Account #:	411-8422-533-31-14		
Description/Justification:	<p>FY 2026 Engineering services to prepare and submit permit application materials for the renewal of Water Treatment Plant RO Brine Disposal Well (DIW) Permit regulated by Underground Injection Control (UIC) permit required by Florida Department of Environmental Protection (FDEP) prior to expiration.</p> <p>FDEP requires the Water Treatment Plant to renew its Underground Injection Control (UIC) permit for Deep Injection Well (DIW) every 5 years. City applied for operating permit October 2021. Next permit renewal is due October 2026.</p>		
Priority:	Partnerships, Communication and Collaboration		
Goal:	Emphasize transparency in City operations, reporting, and activities.		
Community Impact:	Quality of life and safety		


Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering	\$85,000	\$0	\$0	\$85,000	\$0	\$0	\$0
Land							
Construction							
Equipment							
Total	\$85,000	\$0	\$0	\$85,000	\$0	\$0	\$0
Funding Sources							
Local-UF	\$85,000	\$0	\$0	\$85,000	\$0	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
Other							

Dept/Div:	Utilities Administration	
Contact:	Neil Peters	
Project Title:	Shell Creek Water Treatment Plant Reverse Osmosis Expansion	
Project Code:	WTPROX	
Account #:	411-8422-533-65-02	
Description/Justification:	<p>The Shell Creek Water Treatment Plant reverse osmosis water treatment facility was originally constructed in 2020. The groundwater well field and the reverse osmosis treatment was completed for 4 MGD operation. The initial design was intended to accommodate a 4 MGD expansion. This project will construct additional water supply ground water supply and add 4 MGD RO process equipment. The completed project will provide a 4 MGD expansion to the existing 4 MGD facility.</p> <p>The project is intended to use Design Build Delivery.</p> <p>Utilities is looking for grant opportunities for this project. Currently this project would have to be financed.</p>	
Priority:	Infrastructure Sustainability	
Goal:	Maintain and enhance the City’s infrastructure to ensure efficient service delivery and quality aesthetic appeal. Establish a 5 year capital improvements program that ensures infrastructure is in place to meet projected growth demands and update the plan on an annual basis.	
Community Impact:	Quality of Life and Safety	

Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/ Engineering	\$3,000,000	\$0	3,000,000	\$0	\$0	\$0	\$0
Land							
Construction	\$27,000,000	\$0	\$1,000,000	\$20,000,000	\$6,000,000	\$0	\$0
Equipment							
Total	\$30,000,000	\$0	\$4,000,000	\$20,000,000	\$6,000,000	\$0	\$0
Funding Sources							
Local (est.) - UF	TBD	\$0	TBD	TBD	TBD	\$0	\$0
Grant (est.)	TBD	\$0	TBD	TBD	TBD	\$0	\$0
Finance (est.) -RF	TBD	\$0	TBD	TBD	TBD	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
TBD from PDR	TBD			TBD	TBD	TBD	TBD

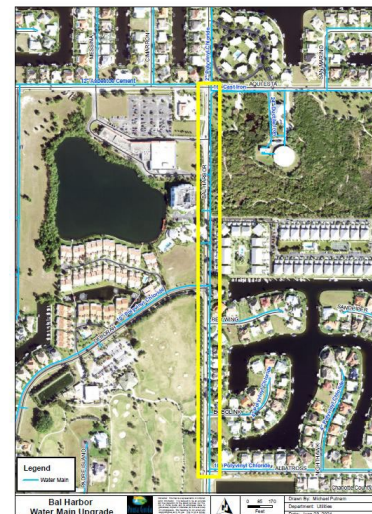
Dept/Div:	Utilities Administration	 
Contact:	Thomas Spencer	
Project Title:	WTP RO Repair and restoration of acid injection quill, static mixer, and acid feed piping system	
Project Code:	ROACID	
Account #:	411-8422-533-65-02	
Description/Justification:	<p>The injection quill and static mixer for acid injection of the post treatment water has failed and staff has replaced it with a spool piece. Plant staff has also identified a problem with the CPVC transport piping for the 92% sulfuric acid. If the piping in the acid metering room were to fail, there is no ability to feed acid to the source water to the RO membranes.</p> <ol style="list-style-type: none">1. Evaluate and provide recommendations for improvements to the acid system.2. Provide plans and specifications suitable for the City to bid the restoration work to a contractor.3. Construction services as needed to provide shop drawing reviews, construction observation and inspections, and acceptance of final work by the contractor.4. Construct improvements	
Priority:	Infrastructure Sustainability	
Goal:	Maintain and enhance the City's infrastructure to ensure efficient service delivery and quality aesthetic appeal. Establish a 5 year capital improvements program that ensures infrastructure is in place to meet projected growth demands and update the plan on an annual basis.	
Community Impact:	Quality of Life and Safety	

Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering	\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$0
Land							
Construction	\$900,000	\$0	\$900,000	\$0	\$0	\$0	\$0
Equipment							
Total	\$1,100,000	\$200,000	\$900,000	\$0	\$0	\$0	\$0
Funding Sources							
Local - UF	\$1,100,000	\$200,000	\$900,000	\$0	\$0	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							

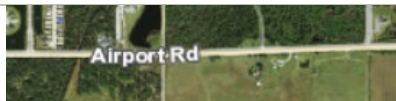
Dept/Div:	Utilities Administration	
Contact:	Thomas Spencer	
Project Title:	Solona Water Main Replacement Upgrade	
Project Code:	SOLWMU	
Account #:	411-8423-533-63-21	
Description/ Justification:	<p>FY 2027</p> <p>Replace existing 8" Cast Iron (CI) water main in Marion Avenue from Cooper Street to Florida Street.</p> <p>The existing water main is over 50 years old and is functionally obsolete. This could be subject to end of life pipe condition resulting in repairs and interruption of service to customers.</p>	
Priority:	Infrastructure Sustainability	
Goal:	Maintain and enhance the City's infrastructure to ensure efficient service delivery and quality aesthetic appeal. Apply best management practice and systems in infrastructure maintenance.	
Community Impact:	Quality of life and safety	

Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering	\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$0
Land							
Construction	\$3,300,000	\$0	\$0	\$0	\$3,300,000	\$0	\$0
Equipment							
Total	\$3,500,000	\$200,000	\$0	\$0	\$3,300,000	\$0	\$0
Funding Sources							
Local-UF	\$3,500,000	\$200,000	\$0	\$0	\$3,300,000	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
Other							


Dept/Div:	Utilities Administration
Contact:	Thomas Spencer
Project Title:	Bal Harbor Water Main Replacement
Project Code:	BALHWM
Account #:	411-8423-533-63-21
Description/ Justification:	FY 2024 - 2025 Water Distribution has investigated low pressure calls from PGI Section 12 and 14. The water main between Aqui Esta and Albatross is 10". The City completed a hydraulic model study August 2023. The study recommended up size the water main from Aqui Esta to Albatross.
Priority:	Infrastructure Sustainability
Goal:	Maintain and enhance the City's infrastructure to ensure efficient service delivery and quality aesthetic appeal. Apply best management practice and systems in infrastructure maintenance.
Community Impact:	Quality of life and safety



Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering	\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$0
Land							
Construction	\$800,000	\$800,000	\$0	\$0	\$0	\$0	\$0
Equipment							
Total	\$1,000,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0
Funding Sources							
Local-UF	\$1,000,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
Other							

Dept/Div:	Utilities Administration	
Contact:	Thomas Spencer	
Project Title:	Airport Road Water Main Replacement	
Project Code:	AIRPWM	
Account #:	411-8423-533-63-21	
Description/ Justification:	FY 2025 The City completed a hydraulic model study August 2023. The study recommended to up size the water main in Airport Road from Waterford Parkway to Florida Street.	
Priority:	Infrastructure Sustainability	
Goal:	Maintain and enhance the City’s infrastructure to ensure efficient service delivery and quality aesthetic appeal. Apply best management practice and systems in infrastructure maintenance.	
Community Impact:	Quality of life and safety	

Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering	\$200,000	\$0	\$200,000	\$0	\$0	\$0	\$0
Land							
Construction	\$800,000	\$0	\$800,000	\$0	\$0	\$0	\$0
Equipment							
Total	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$0	\$0
Funding Sources							
Local-UF	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
Other							

Dept/Div:	Utilities Administration	
Contact:	Thomas Spencer	
Project Title:	Via Tripoli Water Main Replacement	
Project Code:	VIATWM	
Account #:	411-8423-533-63-21	
Description/ Justification:	FY 2025 The City completed a hydraulic model study August 2023. The study recommended to up size the water main in Via Tripoli from Magdalena Spanish Cay.	
Priority:	Infrastructure Sustainability	
Goal:	Maintain and enhance the City’s infrastructure to ensure efficient service delivery and quality aesthetic appeal. Apply best management practice and systems in infrastructure maintenance.	
Community Impact:	Quality of life and safety	

Financial Information							
5 Year Plan	Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Project Costs							
Design/Engineering	\$200,000	\$0	\$200,000	\$0	\$0	\$0	\$0
Land							
Construction	\$800,000	\$0	\$800,000	\$0	\$0	\$0	\$0
Equipment							
Total	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$0	\$0
Funding Sources							
Local-UF	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$0	\$0
Impacts on Operations (negative entry indicates operating reduction)							
Personnel							
Contractual							
Equipment							
Other							

City of Punta Gorda, FL
Utilities Construction Fund
Proforma Schedule of Revenues and Expenses
FY 2022 through FY 2029

Projects	Actual FY 2022	Actual FY 2023	Budget FY 2024	Projected FY 2024	Proposed FY 2025	Proforma FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029
GRANT-FDEP (lift station generators and SCADA)	\$ 0	\$ 0	\$ 0	\$ 1,118,348	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
GRANT-FDEP (Septic to Sewer Engineering)	0	0	0	5,500,000	0	0	0	0	0
GRANT - SRF loan forgiveness WWTP	0	0	0	19,000,000	0	0	0	0	0
UTILITIES O M & R	6,620,000	2,805,000	8,090,000	8,090,000	8,270,000	5,405,000	5,920,000	1,205,000	1,320,000
WATER SYS CAPACITY ESCROW	627,384	579,507	0	0	0	0	0	0	0
SEWER SYS CAPACITY ESCROW	850,000	850,000	0	0	0	0	0	0	0
MISCELLANEOUS REVENUE	388	193	0	0	0	0	0	0	0
Estimated Grants for S2S (25%)	0	0	0	0	0	0	0	2,750,000	0
Financing S2S-repay w/assessments & util. rev	0	0	0	0	0	0	1,000,000	10,286,400	0
Financing of WWTP Plant SRF Loan/Grant	0	0	0	53,192,000	0	0	0	0	0
Financing of Water Plant Filtration & RO Proj	0	0	0	0	34,000,000	20,000,000	6,000,000	0	0
PROJ CARRYOVER-BEGINNING	11,081,209	13,094,476	0	12,920,978	0	0	0	0	0
PRIOR YEAR ENCUMBRANCES	4,129,128	5,688,260	0	1,707,707	0	0	0	0	0
Total Revenues	\$ 23,308,109	\$ 23,017,436	\$ 8,090,000	#####	\$ 42,270,000	\$ 25,405,000	\$ 12,920,000	\$ 14,241,400	\$ 1,320,000
Expenses									
PROFESSIONAL SERVICES GIS Map	23,332	0	0	161,884	0	0	0	0	0
ADA and Security Measures improvements	88,349	809	0	46,536	0	0	0	0	0
Septic to Sewer (Grant)	0	0	0	5,500,000	0	0	0	0	0
Septic to Sewer (Areas 1)	0	0	0	101,990	0	0	1,000,000	13,036,400	0
2024 Water Supply Plan	0	0	0	237,616	0	0	0	0	0
RO Water Use Permit	0	0	0	0	0	200,000	0	0	0
Mechanical Integrity Testing	0	0	0	0	150,000	0	0	0	0
Water Supply Plan	16,667	0	0	0	0	0	0	0	0
Hydro Biological Monitoring Plan	0	0	0	0	150,000	0	0	0	0
WTP- RO Deep Inj Well Permit Renewal	12,341	0	0	0	0	85,000	0	0	0
Dam Inspection Program & Mgt/Facility Rehabilitation	0	0	0	90,186	0	0	0	0	0
WTP Carbon Silo	0	0	0	0	300,000	2,000,000	0	0	0
Convault Tank Replacement	39,786	0	0	0	0	0	0	0	0
WTP - Dewatering Sludge Press Replacement	0	516,877	0	0	0	0	0	0	0
2 MG Storage Tank Baffle Curtain Replacement	174,000	0	0	0	0	0	0	0	0
RO-WEL Well Field Constr	8,943	81,628	350,000	823,583	0	0	500,000	0	0
RO Pipe Line Repair	11,986	20,745	0	0	0	0	0	0	0
WTP Decant Tank Repair	0	0	0	150,000	0	0	0	0	0
RO Water Use Permit	90,418	119,123	0	171,165	0	0	0	0	0
WTP RO Acid Inject Quill	0	0	0	200,000	900,000	0	0	0	0
WTP RO Expansion	0	0	0	0	4,000,000	20,000,000	6,000,000	0	0
WTP - Rpr Electrical Feeder	35,405	0	0	0	0	0	0	0	0
WTP - Filter Evaluation and Rehabilitation	312,998	219,234	0	2,958,285	30,000,000	0	0	0	0
WTP Ammonia Conversion	0	12,534	0	987,466	0	0	0	0	0
Alum Storage Tanks - Replacement	0	24,952	0	975,047	300,000	0	0	0	0
Burnt Store Rd Booster Station	0	0	3,300,000	3,320,000	650,000	0	0	0	0
ELEVATED TANK	0	0	0	0	0	0	0	0	0
Wtr & WW Master Plan Update	2,583	137,592	0	28,530	0	0	0	0	0
Shell Creek MFL Rule Evaluation	8,247	0	0	0	0	0	0	0	0
AMI-Automated Reading System	0	0	0	17,398	0	0	0	0	0
Unspecified Misc Utility Relocation	0	0	20,000	0	20,000	20,000	20,000	20,000	20,000
Utility Relocate US41 NB	0	0	0	60,000	0	0	0	0	0
Unspecified Water Main Upgrades	0	0	100,000	0	100,000	100,000	100,000	100,000	100,000
Bal Harbor Water Main	0	0	800,000	1,000,000	0	0	0	0	0
Watermain Valve Installations	50,510	7,750	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Airport Road Water Main	0	0	0	0	1,000,000	0	0	0	0
Taylor Rd 10" Water Main Replace/Upr	602,250	1,681,493	0	1,095,702	0	0	0	0	0
Solona Watermain Replacement/Upr	0	0	0	200,000	0	0	3,300,000	0	0
Water Main Tea & Green	25,134	356,652	0	0	0	0	0	0	0
Via Tripoli Water Main Replacement	0	0	0	0	1,000,000	0	0	0	0
WWC Oper & Maint Manual	0	0	0	46,000	0	0	0	0	0
Unspecified Gravity Sewer Replacements	0	0	150,000	0	150,000	150,000	150,000	150,000	150,000
Gravity Sewer Repl Heral Ct Alley	0	0	0	340,000	0	0	0	0	0
Gravity Sewer Ext Fitzhugh	40,566	0	0	0	0	0	0	0	0
Gravity Sewer Rplc @LS4 Alley	0	108,686	0	11,315	0	0	0	0	0
Lift Sta 30 Gravity Sewer Rehab	0	81	600,000	1,249,918	600,000	0	0	0	0
Utility Relocate US41 NB	0	0	200,000	260,000	0	0	0	0	0
Unspecified LS Renewal/Replacement	0	0	200,000	62,006	200,000	200,000	200,000	200,000	200,000
Pump Repair & Replace	73,306	89,717	0	137,994	0	0	0	0	0
Lift Station 30Rehab	6,094	0	0	0	0	0	0	0	0
Lift Station 57 Rehab	6,238	0	0	0	0	0	0	0	0
Lift Station 59 Rehab	6,190	0	0	0	0	0	0	0	0
Lift Station #36 Rehab	2,980	0	0	0	0	0	0	0	0
Lift Station #64 Rehab	0	0	0	142,000	0	0	0	0	0
Unident.Inflow Abatement - Rehab Structures	0	0	200,000	90,000	200,000	200,000	200,000	200,000	200,000
Cured in Place Pipe Lining	0	0	0	10,000	0	0	0	0	0
Manhole Coating Proj	0	82,379	0	0	0	0	0	0	0
Unspecified force main projects Renewal/Replaceme	0	0	350,000	213,779	350,000	350,000	350,000	350,000	350,000
Air Release Valve R&R	0	80,478	0	0	0	0	0	0	0
Henry St 20" FM crossing at I75 (I75 Overpass Relie	0	0	0	2,040,000	0	0	0	0	0
Riverside Dr Force Main	0	0	0	1,100,000	500,000	0	0	0	0
Henry St 14" Force Main Replacment	69,235	27,151	0	2,450,736	0	0	0	0	0
Piper Rd Force Main Relocation	0	279,250	0	0	0	0	0	0	0
MPF Force Main 04/14	0	0	0	18,200	0	0	0	0	0
Lift Station Generators/SCADA (Grant)	0	0	0	1,118,348	0	0	0	0	0
WWTP Permit Renewal (FDEP)	0	0	0	0	0	0	0	85,000	0
Deep Injection Well Mechanical Integrity Test (MIT)	0	0	0	0	0	0	0	0	100,000
Permit Renewal Deep Injection Well	0	0	0	0	0	0	0	0	100,000
WWTP Building Repairs	0	0	350,000	425,000	0	0	0	0	0
Scada Improvements - WWTP	57,144	0	0	71,712	0	0	0	0	0
Tank Coating	411,997	0	0	0	0	0	0	0	0
WWP Tank Coating (2 MPF & 2 BPF)	0	0	0	600,000	200,000	0	1,000,000	0	0
Permit Renewal Deep Injection Well	0	0	85,000	85,000	0	0	0	0	0
Wastewater Nutrient Management Plan (Bio Solids)	0	51,000	0	172,807	0	0	0	0	0
WWTP Bio-Solids Off-site disposal	0	0	0	0	300,000	2,000,000	0	0	0
Deep Injection Well Mechanical Integrity Test (MIT)	0	0	85,000	85,000	0	0	0	0	0
WWTP Permit Renewal (FDEP)	0	0	0	85,000	0	0	0	0	0
WWTP DSSU Motor/Blower Rehab	0	43,911	0	0	0	0	0	0	0
WWTP Expansion	2,323,517	4,425,435	0	70,688,830	0	0	0	0	0
WWTP Sludge Press	25,157	21,274	0	0	0	0	0	0	0
WWTP BOOSTER PUMP FACIL	0	0	500,000	500,000	400,000	0	0	0	0
WW Master Pump Facility Upgrade	0	0	200,000	800,000	200,000	0	0	0	0
WW HOLDING POND REHABILITATION	0	0	500,000	500,000	0	0	0	0	0
Total Expenses	\$ 4,525,373	\$ 8,388,751	\$ 8,090,000	#####	\$ 42,270,000	\$ 25,405,000	\$ 12,920,000	\$ 14,241,400	\$ 1,320,000
PROJECTED CARRYOVER - END	\$ 18,782,736	\$ 14,628,685	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

City of Punta Gorda, FI
Utilities O. M. R. Fund
Proforma Schedule of Revenues and Expenses
FY 2022 through FY 2029

	Actual FY 2022	Actual FY 2023	Budget FY 2024 3.75%	Projected FY 2024 3.75%	Proposed FY 2025 6.00%	Proforma FY 2026 6.00%	Proforma FY 2027 6.00%	Proforma FY 2028 6.00%	Proforma FY 2029 6.00%
Revenues:									
Total Water Billings	\$ 12,149,441	\$ 12,851,386	\$ 12,368,915	\$ 12,965,265	\$ 13,431,505	\$ 13,498,665	\$ 13,566,160	\$ 13,633,990	\$ 13,702,160
Rate Increase (cumulative)	0	0	0	0	0	809,920	1,672,485	2,590,870	3,568,450
Total Sewer Billings	8,474,157	8,737,026	9,031,560	9,204,930	9,751,515	9,800,275	9,849,275	9,898,520	9,948,010
Rate Increase (cumulative)	0	0	0	0	0	588,015	1,214,250	1,881,015	2,590,755
Septic to Sewer Area 1-Est new revenue	0	0	0	0	0	0	0	0	152,000
Other Charges for Services	396,779	361,313	221,585	318,440	222,690	222,690	222,690	222,690	222,690
License & Permit Revenue	10,663	48,902	1,400	102,070	6,400	6,400	6,400	6,400	6,400
Miscellaneous Revenues	339,431	1,390,483	448,385	1,220,930	449,505	110,660	51,850	53,075	54,340
Transfer from Water & Sewer Impact Fees	499,800	499,800	499,800	499,800	499,800	1,014,800	1,529,800	1,529,800	1,529,800
Annual Assessments - Septic to Sewer Area 1	0	0	0	0	0	0	0	350,000	350,000
Total Utilities OM&R Revenues	21,870,271	23,888,909	22,571,645	24,311,435	24,361,415	26,051,425	28,112,910	30,166,360	32,124,605
Expenses:									
Personnel Expenses	6,112,444	6,785,488	7,908,475	7,261,665	8,453,510	8,820,980	9,208,735	9,614,980	10,040,660
Operating Expenses	3,993,087	4,828,835	6,417,925	6,610,485	6,998,790	6,728,150	6,946,260	7,171,770	7,404,940
Administrative & Computer Overhead	2,737,139	2,958,060	3,213,910	3,215,025	3,486,655	3,592,885	3,700,670	3,811,690	3,926,040
Capital	463,680	835,720	700,000	868,230	1,253,825	700,000	700,000	1,102,000	700,000
Contingency	0	0	50,000	45,050	50,000	50,000	50,000	50,000	50,000
Subtotal Operations	13,306,350	15,408,103	18,290,310	18,000,455	20,242,780	19,892,015	20,605,665	21,750,440	22,121,640
Renewal & Replacement of Infrastructure	1,120,000	1,120,000	1,120,000	1,120,000	1,120,000	1,120,000	1,120,000	1,120,000	1,120,000
Transfer for Capital Improvement Projects	5,500,000	1,685,000	6,970,000	6,970,000	7,150,000	4,285,000	4,800,000	85,000	200,000
Existing Debt Service	0	0	0	0	0	0	0	0	0
Existing Debt Service - RO SRF Loan	999,595	999,595	999,595	999,595	999,595	999,595	999,595	999,595	999,595
Transfer to SRF Fund - reserve incr (decr)	0	0	1,500,000	1,500,000	1,500,000	0	0	0	0
Est. new debt service WWTP	0	0	0	0	0	1,525,000	3,050,000	3,050,000	3,050,000
Est. new debt service - WTP Filtration rehab	0	0	0	0	0	0	3,037,000	3,037,000	3,037,000
Est. new debt service - WTP RO project	0	0	0	0	0	0	0	1,161,000	2,322,000
Est. new debt service - Septic to Sewer	0	0	0	0	0	0	0	0	344,000
Total Utilities Expenses	20,925,945	19,212,698	28,879,905	28,590,050	31,012,375	27,821,610	33,612,260	31,203,035	33,194,235
Revenues in excess (short) of Expenses	944,326	4,676,211	(6,308,260)	(4,278,615)	(6,650,960)	(1,770,185)	(5,499,350)	(1,036,675)	(1,069,630)
Operating Reserves - Beg	9,307,545	10,251,871	11,064,046	14,928,082	10,649,467	3,998,507	2,228,322	(3,271,028)	(4,307,703)
Operating Reserves - End	<u>\$ 10,251,871</u>	<u>\$ 14,928,082</u>	<u>\$ 4,755,786</u>	<u>\$ 10,649,467</u>	<u>\$ 3,998,507</u>	<u>\$ 2,228,322</u>	<u>\$ (3,271,028)</u>	<u>\$ (4,307,703)</u>	<u>\$ (5,377,333)</u>

Assumptions:

Revenue:

FY 2025-2029 6% rate increase each year; rate study scheduled late FY 2024 to determine new rates with updated CIP plan and estimated debt service
FY 2025-2029 Est. 0.5% growth
FY 2025-2026 Interest income based on average balance with 3% interest rate
FY 2025-2029 Water Impact Fee Fund transfer for partial debt service on RO project
FY 2026-2029 Wastewater Impact Fee Fund transfer for partial debt service on WWTP
FY 2027-2028 Estimated annual assessments (20 yrs) for Septic to Sewer Area 1
FY 2028 Estimated sewer revenue from Septic to Sewer project Area 1

Operations Includes:

Personnel Expense:

FY 2025 - Add (2) AMI Technicians in Water Distribution
4% merit incr, proposed 2% pay plan adjustment, defined benefit pension based on reopening with Tier 2 and spread over active employees,
defined contrib pension estimate 40% remain in plan, health insur est 9% incr, & WC insur est 15% incr.
FY 2026-2029 - 4% merit incr, pension est 5% incr, health insur est. 6% incr & workers comp insur est 10% incr

Operating Expense:

FY 2025- Per Departmental Request; Computer Overhead 29% est incr; Administrative Charges 3% est incr; Fire/General Liab insurance 15% est incr; \$355,000 for land lease and
\$225,000 for hydrant program

FY 2026-2029 - 3% est increase; except Fire/General Liab Insur 5% est incr.

Capital Outlay Expense:

FY 2025 - Per Departmental Request; FY 2025-2029 is targeted at \$700,000 average, with additional need in FY 2028.

Renewal & Replacement of Infrastructure:

FY 2025-2029 - Transfer a minimum of \$1,120,000 annually to fund recurring renewal and replacement of infrastructure in 5 yr CIP - per adopted financial policy

Transfer for Capital Improvement Projects:

FY 2025-2029 Per 5 year Capital Improvement Plan

Debt Service:

Existing Debt Service:

FY 2025-2029 - Existing Debt Service per schedule for SRF loan on RO plant

New Debt Service:

FY 2025-2029 - Estimated schedule for WWTP improvement project, WTP Filtration project, WTP RO expansion project, and Septic to Sewer area 1

FY 2023-2025 - Transfer of 1 year payment reserve for estimated new debt service for WWTP expansion based estimated construction progress

The Actual FY 2022 and Actual FY 2023 columns are based on comparison to budget (non-GAAP) and therefore include principal payments on debt, capital asset acquisitions, cash received from the sale of fixed assets and projected carryovers and do not include depreciation, gain or loss on sale of fixed assets, contributed capital, asset transfers, insurance recovery for assets and leases and subscription-based IT arrangement accruals.



INTEROFFICE MEMORANDUM

To: Kristin Simeone, Finance Director
From: Tom Spencer, Acting Utilities Director
Date: 6/21/2024
Subject: Positions / 1621

AMI Meter Technicians

The department is struggling to manage our growing AMI water meter network, of approximately 14,000 meters, with just two dedicated technicians. This limited staff hinders our ability to effectively handle maintenance, repairs, meter changes, and accuracy testing. To compensate, we've been relying on two of our Distribution Crew Level 1 Maintenance Workers for support. However, diverting them disrupts their critical duties that include regular distribution system maintenance and repairs, along with emergency line break response. This has impacted overall efficiency and response times.

Therefore, we request the creation of two additional AMI Meter Technician positions. This targeted staffing increase will allow dedicated personnel to manage meter-related issues exclusively, ultimately improving departmental efficiency and service delivery.

Hydrant Maintenance Technician

The City of Punta Gorda currently manages approximately 1,400 fire hydrants across our distribution system. To ensure the continued reliability and functionality of these critical assets, we are working to contract with a qualified contractor for fire hydrant maintenance fulfills the requirements of Florida Statute 633.312 and ensures operational hydrants during emergencies.

We propose creating a full-time Hydrant Maintenance Technician that will allow us to seamlessly transition to in-house program management. The technician will collaborate with the selected qualified contractor, gaining firsthand experience and acquiring the necessary knowledge to effectively take over the program's execution and long-term maintenance of our fire hydrants.

Utilities Services Coordinator

The Water Distribution Department in Punta Gorda is facing challenges in meeting the required response times for utility location services. Our single Utility Services Coordinator is responsible for locating all water and sewer lines within the city limits. This workload has become increasingly demanding with the rise in contractors utilizing the 811 "No Dig" service, making it difficult to consistently meet required response times – 2 hours for emergencies and 48 hours for non-emergency requests.

To compensate for this strain, a Utility Maintenance Worker 3 has been assisting the Coordinator. While their support is valuable, it creates resource shortages within the Water Distribution section itself. Therefore, we propose adding one Utility Services Coordinator position in the FY 2026 budget. This dedicated role will ensure timely completion of both emergency and non-emergency locates, improving departmental efficiency and allowing the Utility Maintenance Worker 3 to return to their primary duties. While this position wasn't approved for FY 2025, its inclusion in the FY 2026 budget is crucial to ensure we can continue meeting mandated response times and optimize resource allocation within the Water Distribution Department.

New Heavy Duty Truck Justification

I would like to add an additional 1 and ½ ton service truck to our Water Distribution fleet. We currently have two 1 Ton trucks. Some of the equipment that these trucks are pulling around reaches our max tow capabilities. All the strain these trucks receive have added high repair costs. One of these trucks has had multiple motors and a new transmission.

The heavier duty truck will not only help with pulling the bigger equipment, but it will allow for another vehicle to spread the work out during normal working hours. This will help get some of the jobs that are waiting be completed in more of a timely manner. This will hopefully cut down on some of the after hour work also.

New Small 4x4 AMI reading trucks

I would like to add two small 4x4 trucks to my AMI department. With the proposed addition of two new AMI Techs, vehicles for them to do the job would be very much needed. We are currently using an admin SUV for doing AMI work. The two Maintenance techs are reading meters using the two little AMI trucks. One AMI tech is using an old Ford ¾ ton truck and the other is using the borrowed SUV.

Vacuum Trailer Justification

We as a department make multiple water repairs daily. These repairs depend on some form of pump or vacuum piece of equipment. Distribution currently don't have any Vacuum types of equipment. We are currently at the mercy of the sewer department or Right of way department to make water repairs. This not only affects their work schedules but it also adds a lot of time to make the repairs on the water lines. With a Vacuum trailer in our department would limit the use of these other departments drastically. The only need for the other departments would be for help with major water breaks.



INTEROFFICE MEMORANDUM

To: Kristin Simeone, Finance Director
From: Tom Spencer, Acting Utilities Director
Date: 6/21/2024
Subject: WTP Chemicals / 1621

The Water Treatment Plant budget exceeds the standard 3% increase due to rising costs of nearly all treatment chemicals and a surge in water demand. Daily flow data confirms this higher demand, necessitating increased chemical use.



INTEROFFICE MEMORANDUM

To: Kristin Simeone, Finance Director
From: Tom Spencer, Acting Utilities Director
Date: 6/21/2024
Subject: Welding Equipment / 1622

The Wastewater Collections Department respectfully requests a budget exceeding the 3% standard increase to invest in a welder and plasma cutter. This equipment will empower the department to perform critical repairs in-house, enhancing our efficiency and responsiveness. By reducing reliance on external contractors, we can expedite repairs, minimize service disruptions, and ultimately deliver a more cost-effective service for the community.



INTEROFFICE MEMORANDUM

To: Kristin Simeone, Finance Director
From: Tom Spencer, Acting Utilities Director
Date: 6/21/2024
Subject: Hydrant Program / 1626

While our Water Distribution Department lacks a dedicated hydrant technician, public safety remains our priority. Hiring a qualified contractor for fire hydrant maintenance fulfills the requirements of Florida Statute 633.312 and ensures operational hydrants during emergencies. This cost-effective solution also prevents future repairs, extending hydrant lifespan. We plan to explore adding a hydrant technician position in future budgets for in-house management.

The contractor will follow best practices outlined by FAC 633.312, the State Fire Marshal, and the American Water Works Association (AWWA) Manual M17. These comprehensive resources go beyond basic testing, providing a proactive maintenance program for hydrant lubrication, valve maintenance, flushing, flow tests, and operational checks. By following these practices, we ensure our public fire hydrants are properly maintained and function reliably when needed most.

**CITY COUNCIL
CITY OF PUNTA GORDA
07/10/2024**

REGULAR AGENDA

Title: FY 2025 Budget Status Update for Building Fund, City Leased Property Fund, and Marina Fund

Funds: Building Fund, City Leased Property Fund, and Marina Fund

Recommended Action: City Council Discussion.

Summary: As part of the City's continuing process to develop and communicate FY 2025 budget information, the attached presentation includes a status update of the building fund, City leased property fund and marina fund.

Department/Division: Finance / City Manager

EXHIBITS:

-
1. [FY 2025 Budget Status Update Building, City Lease Property, and Marina Funds](#)
 2. [Building Fund Proforma FY 2025](#)
 3. [City Leased Property Fund Proforma FY 2025](#)
 4. [Marina Fund Proforma FY 2025](#)
-

FY 2025

Budget Status Update

Building, Leased Property, and Marina Funds

City Council Meeting
July 10, 2024



Punta Gorda

Building Fund

- FY 2025 Balanced; no change in fees
- Personnel Estimates – 4% merit increase; proposed 2% pay plan adjustment; re-opened pension per schedule and decreased defined contribution pension plan; est. increases – 9% health insurance; 15% workers comp insurance
- FY 2025 Will appropriate additional funds if temporary positions will be needed beyond FY 2024

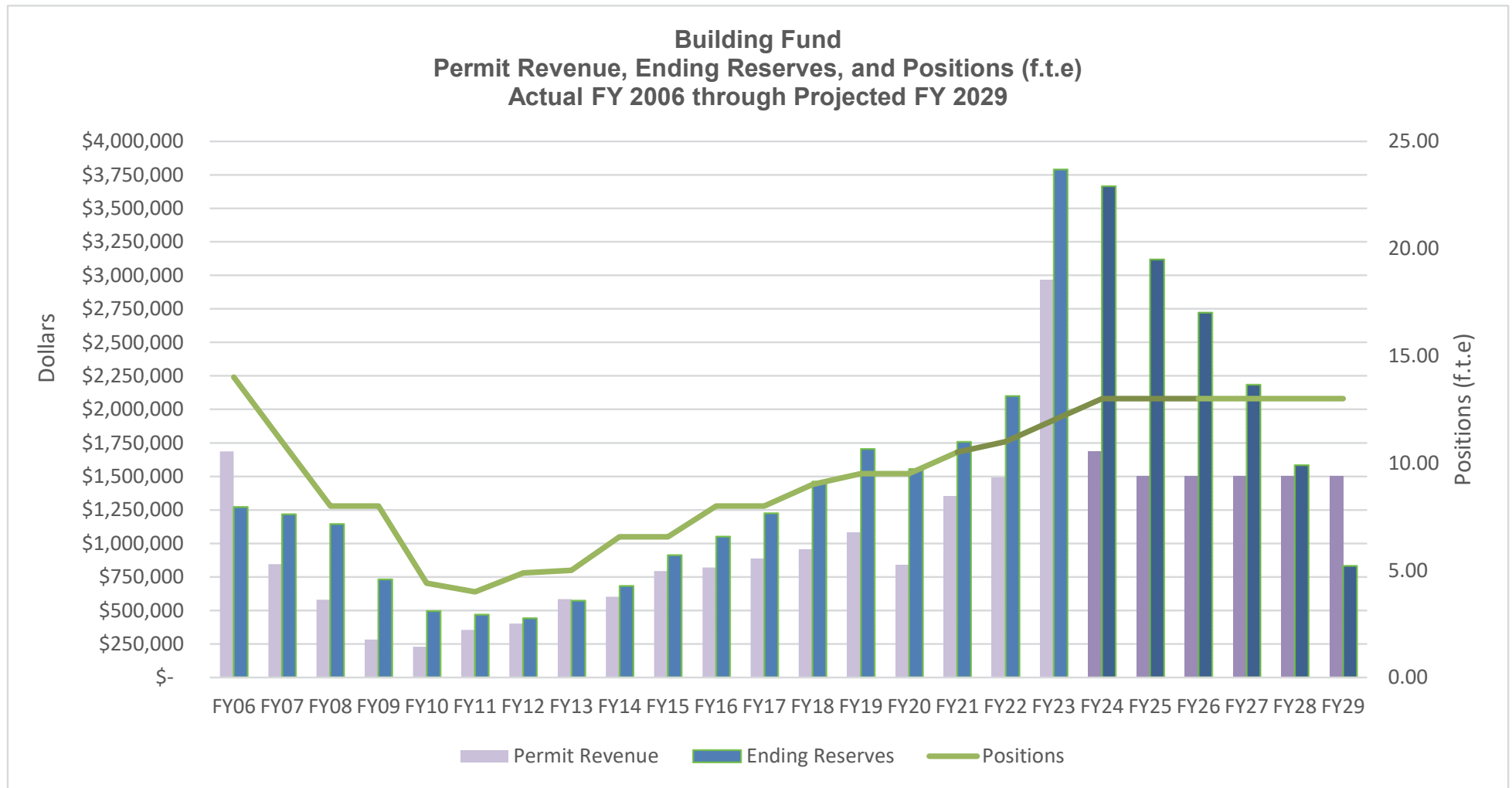
Building Fund

- Operating estimates – per departmental request; computer overhead 29% and administration charges 3% incr- final will be determined when all budgets are completed; liability insurance 15%
- New software for on-line web transactions, \$200,000
- Contractual services for special disciplines as needed, \$80,000 and for scanning project, \$40,000
- FY 2026-2029 operating increases 3% except general liability insurance at 5%

Building Fund

- FY 2025 replacement of 2014 pickup truck \$45,000;
FY 2027 replacement of 2016 pickup truck \$45,000;
FY 2029 replacement of 2017 pickup truck \$45,000
- Monitor & adjust staffing if activity warrants and revenues & reserves allow
- Operating reserves maintained for future stabilization
- Budget to be reviewed by Building Board for recommendation to maintain excess operating reserves

Building Fund



Building Fund

Proforma FY 2025 - 2029

	Proposed FY 2025	Proforma FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029
TOTAL REVENUES	\$ 1,763,000	\$ 1,705,000	\$ 1,693,000	\$ 1,672,000	\$ 1,654,000
Operating Expenditures	\$ 2,263,590	\$ 2,102,920	\$ 2,185,605	\$ 2,271,815	\$ 2,361,705
Capital Outlay	45,000	0	45,000	0	45,000
TOTAL EXPENDITURES	\$ 2,308,590	\$ 2,102,920	\$ 2,230,605	\$ 2,271,815	\$ 2,406,705
Beg. Operating Reserve	\$ 3,665,044	\$ 3,119,454	\$ 2,721,534	\$ 2,183,929	\$ 1,584,114
End. Operating Reserve	\$ 3,119,454	\$ 2,721,534	\$ 2,183,929	\$ 1,584,114	\$ 831,409
End. Op. Reserves as a % of Expenditures	135.1%	129.4%	97.9%	69.7%	34.5%

City Leased Property Fund

Herald Court Operations Division

Herald Court Centre Operations and Maintenance

- Operations and maintenance of parking structure
- Maintenance of public facilities and tenant common areas
- Revenue sources: leases and common area maintenance fees



City Leased Property Fund

Herald Court Operations Division

Assumptions

- Revenues – Assumes City use of FGCU units FY 2025-2026 and one unit vacancy FY 2027-2029
- Estimated fund balance from closed CRA, \$185,206
- Operating expenditures - FY 2025 per requests; FY 2026-2029 3% est. increase in operating expenditures except insurance est. increase of 5%
- Accumulate funds for larger capital projects for common areas and allocated portion of parking garage



City Leased Property Fund

Herald Court Operations Division

Proforma

Proposed FY 2025	Proforma FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029
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TOTAL REVENUES	\$ 267,975	\$ 273,935	\$ 297,850	\$ 305,225	\$ 312,735
TOTAL EXPENDITURES	\$ 296,535	\$ 307,930	\$ 319,795	\$ 332,150	\$ 342,055
Beg. Reserves Taxes, R&R, and Operat	\$ 185,206	\$ 156,646	\$ 122,651	\$ 100,706	\$ 73,781
End. Reserves Taxes, R&R, and Operat	\$ 156,646	\$ 122,651	\$ 100,706	\$ 73,781	\$ 44,461



City Leased Property Fund

Non-departmental Division

Maintenance of Improvements

- Use of remaining fund balance and lease revenues towards projects previously funded by CRA
- Could be small or larger maintenance projects
- Revenue sources: Land leases and interest income



City Leased Property Fund

Non-departmental Division Assumptions

- Estimated fund balance from closed CRA, \$573,070
- Land lease revenue – Marina ground lease, Winesett lease, and Synovus ground lease
- Funds accumulated could be used towards Marina repairs, Herald Court Centre repairs, or other property previously funded by CRA
 - Would recommend use for dredging and/or dock repairs at Marina
 - Can be appropriated when costs have been determined



City Leased Property Fund

Non-departmental Division

Proforma

	Proposed FY 2025	Proforma FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029
TOTAL REVENUES	\$ 137,195	\$ 141,400	\$ 147,870	\$ 154,350	\$ 160,095
TOTAL EXPENDITURES	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Beg. Operating Reserve	\$ 573,070	\$ 710,265	\$ 851,665	\$ 999,535	\$ 1,153,885
End. Operating Reserve	\$ 710,265	\$ 851,665	\$ 999,535	\$ 1,153,885	\$ 1,313,980



Marina Fund Operations

- Projected revenues continue to be lower due to damaged docks and mooring field through FY 2025
- Fee increases adopted September 6, 2023
- Additional increases needed for FY 2026
- Includes est. grants for operations of pump out boat
- Awaiting FEMA obligation of Hurricane Ian repairs
- Consider use of fund balance from non-departmental City Leased Property Fund for dredging and dock and mooring field repairs

Marina Fund Operations

- FY 2025 cut budget (annual dredging and dock/mooring field R&M) due to reduced revenue
- Replacement of Golf Cart, \$19,000
- FY 2026-2029 dredging \$20,000 per year; dock/mooring field R&M \$40,000 per year; other operating 3% estimated increases, except for liability insurance estimated 5% increases

Marina Fund

Proforma FY 2024 – 2029

	Projected FY 2024	Proposed FY 2025	Proforma FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029
TOTAL REVENUES	\$ 391,885	\$ 414,035	\$ 578,605	\$ 578,825	\$ 579,055	\$ 579,285
TOTAL EXPENDITURES	\$ 891,905	\$ 550,945	\$ 614,265	\$ 631,105	\$ 648,490	\$ 666,425
Beg. Operating Reserve	\$ 670,487	\$ 170,467	\$ 33,557	\$ (2,103)	\$ (54,383)	\$ (123,818)
End. Operating Reserve	\$ 170,467	\$ 33,557	\$ (2,103)	\$ (54,383)	\$ (123,818)	\$ (210,958)
End. Op. Reserves as a % of Expenditures	19.1%	6.1%	-0.3%	-8.6%	-19.1%	-31.7%

City of Punta Gorda, FL
Building Fund
Proforma Schedule of Revenues and Expenses
FY 2022 through FY 2029

	Actual FY 2022	Actual FY 2023	Budget FY 2024	Projected FY 2024	Proposed FY 2025	Proforma FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029
Revenues:									
Permits, Fees, & Spec Assmt	\$ 1,560,998	\$ 3,030,942	\$ 1,742,000	\$ 1,739,620	\$ 1,542,000	\$ 1,542,000	\$ 1,542,000	\$ 1,542,000	\$ 1,542,000
Charges for Services	84,929	188,625	64,000	130,685	110,000	64,000	64,000	64,000	64,000
Miscellaneous Revenues	30,348	166,939	167,000	190,290	111,000	99,000	87,000	66,000	48,000
Total Revenues	1,676,275	3,386,506	1,973,000	2,060,595	1,763,000	1,705,000	1,693,000	1,672,000	1,654,000
Expenses:									
Personnel Services	844,981	987,512	1,376,520	1,140,750	1,324,365	1,382,735	1,443,820	1,507,765	1,574,710
Operating Expenses	427,993	634,044	642,825	925,450	939,225	720,185	741,785	764,050	786,995
Capital Outlay	62,594	74,039	40,000	118,705	45,000	0	45,000	0	45,000
Total Expenses	1,335,568	1,695,595	2,059,345	2,184,905	2,308,590	2,102,920	2,230,605	2,271,815	2,406,705
Revenues less Expenses	340,707	1,690,911	(86,345)	(124,310)	(545,590)	(397,920)	(537,605)	(599,815)	(752,705)
Operating Reserves - Beg	1,757,736	2,098,443	3,144,688	3,789,354	3,665,044	3,119,454	2,721,534	2,183,929	1,584,114
Operating Reserves - End	\$ 2,098,443	\$ 3,789,354	\$ 3,058,343	\$ 3,665,044	\$ 3,119,454	\$ 2,721,534	\$ 2,183,929	\$ 1,584,114	\$ 831,409

Assumptions:

Revenues:

FY 2025-2029 - Estimated Permit revenues \$1,500,000 per year; Certificate of Competencies \$27,000 per year; Charges for Services FY 2025 \$110,000, then \$64,000 per year; Miscellaneous revenue \$12,000 per year; and interest revenue based on average reserves at 3% interest rate

Personnel Expense:

FY 2025 - Pay plan adjustment 4% 7/1/2024, proposed 2% increase 10/1/2024, 4% merit increase; defined benefit pension per schedule (with re-open teir 2); Defined contribution plan 10% of pensionable wages with 40% one-time election; health insurance estimate 9% rate increase; Workers comp per schedule, 15% est. increase
FY 2026-2029 - 4% merit increase, defined benefit pension 5% increase, defined contribution pension 10% of pensionable wages, health ins increase est 6% & workers comp increase est 10%

Operating Expense:

FY 2025 - Per Departmental request, includes contractual services for specific discipline needs \$80,000, for scanning documents \$40,000 and for new software for web transaction \$200,000; computer overhead estimated increase 29%; est. 15% increase fire/general liability insurance
FY 2026-2029 - annual maintenance for new software; 3% est. increase for all other operating, except for fire/general liability insurance 5% est increase.

Capital Outlay:

FY 2025-2029 Per Departmental request: replacement vehicles FY 2025, FY 2027 and FY 2029

The Actual FY 2022 and Actual FY 2023 columns are based on comparison to budget (non-GAAP) and therefore include principal payments on debt, capital asset acquisitions, cash received from the sale of fixed assets, and projected carryovers and do not include depreciation, gain or loss on sale of fixed assets, contributed capital, asset transfers, and insurance recovery for assets, leases and subscription-based IT arrangement accruals.

City of Punta Gorda, FL
City Leased Property Fund
Proforma Schedule of Revenues and Expenditures
FY 2025 through FY 2029

	Proposed FY 2025	Proforma FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029
HERALD COURT OPERATIONS DIV.					
Revenues for Herald Court:					
Artisan's Atelier Lease	\$ 1,440	\$ 1,440	\$ 1,440	1,440	1,440
Other Side Ink Lease	25,610	26,205	26,825	27,465	28,120
Morgan Stanley Lease	58,580	59,965	61,390	62,855	64,365
P G Chocolate&Wine Lease	18,305	18,725	19,155	19,595	20,050
Dream Salon & Spa Lease	50,660	51,835	53,040	54,285	55,565
Coffee & Tea Lease	25,535	26,110	26,650	27,300	27,885
Refinery Market Lease	23,455	23,990	24,545	25,110	25,695
Gorda Bowls Lease	25,155	25,735	26,230	26,840	27,470
Herald Ct Centre Retail Lease/Rent	16,020	16,020	33,950	34,971	36,020
Real Estate Ad Valorem Tax Reimb.	23,215	23,910	24,625	25,365	26,125
Subtotal Revenues for Herald Ct Oper.	267,975	273,935	297,850	305,225	312,735
HCC Professional Services	2,000	2,000	2,000	2,000	2,000
HCC Contractual Services	16,000	16,480	16,975	17,485	18,010
HCC Pest Control	2,000	2,060	2,120	2,185	2,250
HCC Janitorial	45,360	46,720	48,120	49,565	51,050
HCC Air Conditioning	4,120	4,245	4,370	4,500	4,635
HCC Comm Services	7,535	7,760	7,995	8,235	8,480
HCC Electricity	16,710	17,210	17,730	18,260	18,810
HCC Water and Sewer	7,500	7,725	7,955	8,195	8,440
HCC Refuse Collection	4,975	5,125	5,280	5,435	5,600
HCC Fire/General Liability Insurance	128,035	134,435	141,160	148,220	152,665
HCC R&M Building	20,000	20,600	21,215	21,850	22,505
HCC Admin Chrgs	18,460	19,015	19,585	20,175	20,780
HCC Property Tax	22,540	23,215	23,910	24,625	25,365
Subtotal HCC Operating Exp:	296,535	307,930	319,795	332,150	342,055
Revenues in Excess (Shortfall) of Herald Ct Operations	(28,560)	(33,995)	(21,945)	(26,925)	(29,320)
Reserve - Herald Ct (Beg)	185,206	156,646	122,651	100,706	73,781
Reserve - Herald Ct (End)	\$ 156,646	\$ 122,651	\$ 100,706	\$ 73,781	\$ 44,461
NON-DEPARTMENTAL DIVISION					
Revenues:					
Interest Income	\$ 18,000	\$ 21,000	\$ 26,250	\$ 31,500	\$ 36,000
Rents & Leases	6,800	6,935	7,075	7,215	7,360
Laishley Marina Ground Lease	106,895	107,965	109,045	110,135	111,235
Lease Revenues Parcel I	5,500	5,500	5,500	5,500	5,500
Subtotal Other Revenues	137,195	141,400	147,870	154,350	160,095
Total Expenditures	0	0	0	0	0
Revenues Excess (Shortfall) of Non-departmental	137,195	141,400	147,870	154,350	160,095
Reserve - Other Operations (Beg)	573,070	710,265	851,665	999,535	1,153,885
Reserve - Other Operations (End)	\$ 710,265	\$ 851,665	\$ 999,535	\$ 1,153,885	\$ 1,313,980

Revenue Assumptions:

Herald Court Centre Retail Lease Revenue FY 2025-2026 fully leased; FY 2027-2029 15,378 sq. ft leased, and 1,591 sq. ft partial year vacancy

Ground Leases per contracts

Expenditure Assumptions:

FY 2025 Herald Court Centre operating expenditures per request. FY 2026-FY 2029 est 3% incr except for liability insurance est 5% incr

Non-departmental fund balance to be used for maintaining infrastructure previously paid by CRA; to be appropriated as maintenance projects are defined

City of Punta Gorda, FL
Laishley Park Marina
Proforma Schedule of Revenues and Expenditures
FY 2022 through FY 2029

	Actual FY 2022	Actual FY 2023	Budget FY 2024	Projected FY 2024	Proposed FY 2025	Proforma FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029
Revenues:									
Slip Rentals	\$ 415,843	\$ 323,691	\$ 514,915	\$ 332,220	\$ 365,315	\$ 516,915	\$ 516,915	\$ 516,915	\$ 516,915
Mooring Field Revenue	27,165	6,710	16,000	2,250	2,250	25,000	25,000	25,000	25,000
Intergovernmental Revenues	13,304	10,528	12,000	12,000	12,000	12,000	12,000	12,000	12,000
Miscellaneous Revenue	32,142	45,350	34,045	45,415	34,470	24,690	24,910	25,140	25,370
Total Revenues	488,454	386,279	576,960	391,885	414,035	578,605	578,825	579,055	579,285
Expenses:									
Professional Services	1,181	0	0	0	0	0	0	0	0
Accounting & Auditing	1,378	1,378	1,575	1,575	1,620	1,670	1,720	1,770	1,825
Contractual Services	17,039	20,067	20,000	20,000	20,000	20,600	21,220	21,855	22,510
Service Dredging (34-07)	0	0	20,000	50,000	0	20,000	20,000	20,000	20,000
Communications Services	1,551	1,681	2,300	2,010	2,300	2,370	2,440	2,515	2,590
Electricity	49,935	45,179	52,920	43,735	52,920	54,505	56,140	57,825	59,560
Water & Sewer	22,558	23,985	25,650	18,760	25,650	26,420	27,210	28,025	28,865
Natural Gas	1,113	885	1,185	1,050	1,185	1,220	1,255	1,295	1,335
Equipment Leases	996	991	1,090	1,020	1,125	1,160	1,195	1,230	1,265
Bottom Land	18,030	17,850	18,750	18,530	19,125	19,505	19,895	20,290	20,695
Fire/General Liab Insurance	16,636	17,972	24,230	30,675	35,275	37,040	38,890	40,835	42,875
Repair & Maintenance Building	0	0	6,000	6,000	6,000	6,180	6,365	6,555	6,750
Repair & Maintenance Docks & Mooring Fd	3,115	8,451	40,000	177,390	0	40,000	40,000	40,000	40,000
Pump Out Boat Operations & Maintenance	4,228	0	0	1,570	0	0	0	0	0
Administrative Charges	37,160	38,275	40,815	40,815	42,040	43,300	44,600	45,940	47,320
Computer Overhead	4,000	4,000	4,120	6,665	5,300	5,460	5,625	5,795	5,970
Credit Card Fees	11,731	8,918	0	14,130	15,000	15,450	15,915	16,390	16,880
Office Supplies	0	0	0	400	0	0	0	0	0
Department Materials & Supplies	2,973	3,533	3,800	3,800	3,915	4,030	4,150	4,275	4,405
Improvements Other than Buildings	0	22,913	0	77,085	0	0	0	0	0
Equipment	0	0	0	26,000	0	0	0	0	0
Laishley Park Marina Expenses	193,624	216,077	262,435	541,210	231,455	298,910	306,620	314,595	322,845
Contractual Services	2,710	4,800	6,000	6,000	6,000	6,180	6,365	6,555	6,750
Contract Svcs-Labor	155,174	175,691	234,500	183,320	201,650	207,700	213,930	220,350	226,960
Contract Svcs-Pump Out Boat Labor	13,517	12,599	15,000	12,405	15,450	15,915	16,390	16,880	17,385
Contract Svcs-Management Fees	20,517	24,472	30,520	23,365	31,435	32,380	33,350	34,350	35,380
Communications Services	4,541	4,684	9,000	4,670	5,000	5,150	5,305	5,465	5,630
Repair & Maintenance Services	12,465	31,314	20,000	20,000	20,000	20,600	21,220	21,860	22,515
Repair & Maintenance/Buildings	4,554	4,599	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Repair & Maintenance/Veh&Equip	3,812	3,764	2,500	2,500	2,575	2,650	2,730	2,810	2,895
Pump Out Boat Operations & Maintenance	4,708	8,374	5,500	5,500	5,665	5,835	6,010	6,190	6,375
Repair & Maintenance Docks & Mooring Fd	0	549	0	59,635	0	0	0	0	0
Promotional Activities	75	75	1,000	100	1,000	1,030	1,060	1,095	1,130
Office Supplies	0	64	200	500	200	205	210	215	220
Gasoline	0	48	500	700	515	530	545	560	575
Department Materials & Supplies	3,625	13,825	5,000	7,000	5,000	5,150	5,310	5,470	5,635
Clothing & Uniforms	0	860	1,000	1,000	1,000	1,030	1,060	1,095	1,130
Marina Park Contract Expenses	225,698	285,717	335,720	331,695	300,490	309,355	318,485	327,895	337,580
Capital Outlay	5,000	0	19,000	19,000	19,000	6,000	6,000	6,000	6,000
Total Expenses	424,322	501,794	617,155	891,905	550,945	614,265	631,105	648,490	666,425
Revenues less Expenses	64,132	(115,515)	(40,195)	(500,020)	(136,910)	(35,660)	(52,280)	(69,435)	(87,140)
Operating Reserves - Beg	721,870	786,002	281,167	670,487	170,467	33,557	(2,103)	(54,383)	(123,818)
Operating Reserves - End	\$ 786,002	\$ 670,487	\$ 240,972	\$ 170,467	\$ 33,557	\$ (2,103)	\$ (54,383)	\$ (123,818)	\$ (210,958)

Assumptions:

Revenue:

- FY 2025 - Slip and Mooring Field rentals estimated with proposed new rates with majority of docks repaired
- Intergovernmental revenue - Grant revenues estimated to cover 90% of pump out boat operating costs
- FY 2026-2029 - All revenues est. 0-1% increase. Grant revenues estimated to cover a portion of pump out boat operating costs

Operating Expenses:

- FY 2024 - Operating expenses per City estimates and Management Company requests
- Additional funds budgeted annually for dredging and annual maintenance of floating docks and mooring fields.
- FY 2025 -
- Additional funds budgeted annually for dredging and annual maintenance of floating docks and mooring fields.
- FY 2026-2029 - Est. 0-3% increases

Capital Outlay:

- FY 2024 and FY 2025 - Replacement of golf carts from gas powered to lithium powered (one each year)
- FY 2026-2029 - General marina small equipment or upgrades

The Actual FY 2022 and Actual FY 2023 columns are based on comparison to budget (non-GAAP) and therefore include principal payments on debt, capital asset acquisitions, cash received from the sale of fixed assets, and projected carryovers and do not include depreciation, gain or loss on sale of fixed assets, contributed capital, asset transfers, insurance recovery for assets, leases and subscription-based IT arrangement accruals.

**CITY COUNCIL
CITY OF PUNTA GORDA
07/10/2024**

BURNT STORE ISLES CANAL MAINTENANCE ASSESSMENT DISTRICT

Title: A Resolution of the City Council of the City of Punta Gorda, Florida adopting a tentative levy of annual special assessment for the Burnt Store Isles Canal Maintenance Assessment District for Fiscal Year 2024-2025; setting a date, time and place of public hearing to consider final adoption of the assessment; and providing an effective date.

Funds: Burnt Store Isles Canal Maintenance Assessment District (CMAD)

Recommended Action: City Council adoption of the tentative levy.

Summary: This resolution authorizes the Property Appraiser to send out notices to the property owners reflecting the tentative special assessment, and to notify property owners of the date, time and place of the public hearing to set the final special assessment.

The tentative annual assessment for BSI CMAD is \$985 per single family residence which represents no change from FY 2023-2024. For all other properties, the assessment is \$0.103 per square foot of land lying less than 120 lineal feet from the seawall.

A public hearing to consider final adoption of the special assessment will be held on September 4, 2024 at 5:01 p.m. at the Military Heritage Museum, 900 West Marion Ave, Punta Gorda, FL.

An updated proforma is attached.

Department/Division: Finance / City Manager

EXHIBITS:

-
1. [Burnt Store Isles Canal Maintenance District Tentative Assessment Resolution](#)
 2. [Burnt Store Isles Canal Maintenance District Proforma FY 2025](#)
-

CITY OF PUNTA GORDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PUNTA GORDA, FLORIDA ADOPTING A TENTATIVE LEVY OF ANNUAL SPECIAL ASSESSMENT FOR THE BURNT STORE ISLES CANAL MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2024-2025; SETTING A DATE, TIME AND PLACE OF PUBLIC HEARING TO CONSIDER FINAL ADOPTION OF THE ASSESSMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Punta Gorda, as the governing body of the Burnt Store Isles Canal Maintenance Assessment District, did on February 21, 2024, July 3, 2024, and July 10, 2024, hold public budget meetings on the tentative special assessment and proposed budget of the District.

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

1. There is tentatively levied a special assessment for the Fiscal Year ending September 30, 2025 in the amount of Nine Hundred Eighty Five Dollars (\$985.00) on each subdivided lot zoned for a single family residence or zoned multi-family with single family residences, pro-rated in the case of ownership of partial lots according to the proportion of the original subdivided lot area held, and, for all property zoned otherwise, Ten and Three Tenths Cents (\$.103) for each square foot of land lying less than 120 lineal feet from any dedicated canal or waterway, or from seawalls or bulkheads abutting Charlotte Harbor for properties zoned for other than single family residences excluding zoned for multi-family with single family residences.
2. A public budget hearing to consider final adoption of the special assessment will be held on September 4, 2024 at 5:01 p.m., at the Military Heritage Museum, 900 West Marion Avenue, Punta Gorda, Florida.

PASSED AND DULY ADOPTED by vote of the City Council of the City of Punta Gorda, Florida, this ____ day of _____, 2024.

CITY OF PUNTA GORDA, FLORIDA

BY: _____
LYNNE R. MATTHEWS, Mayor

ATTEST:

SARA WELCH, CMC, City Clerk

APPROVED AS TO FORM:

DAVID LEVIN, City Attorney

City of Punta Gorda, FL
BSI Canal Maintenance District
Proforma Schedule of Revenues and Expenditures
FY 2022 through FY 2029

Operating Rate	\$560	\$760	\$760	\$760	\$795	\$795	\$820	\$845	\$870
Additional Rate	\$0	\$0	\$100	\$100	\$100	\$125	\$125	\$125	\$125
Lock Removal Project Rate	\$0	\$100	\$125	\$125	\$90	\$90	\$90	\$90	\$0
	Actual FY 2022	Actual FY 2023	Budget FY 2024	Projected FY 2024	Proposed FY 2025	Proforma FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029
Operating Assessment	\$ 579,777	\$ 891,090	\$ 784,115	\$ 784,115	\$ 819,675	\$ 819,675	\$ 845,455	\$ 871,230	\$ 897,005
Add Op Assessment	0	0	103,105	103,105	103,105	128,880	128,880	128,880	128,880
Tentative Debt Assessment	0	0	128,880	128,880	92,795	92,795	92,795	92,795	0
Interest	7,975	73,145	21,000	75,000	36,000	39,000	42,000	42,000	42,000
Financing (Interfund Loan)	0	0	0	347,000	0	0	0	0	0
Transfer from General Fund (LOC for lan)	0	103,639	0	2,257,990	0	0	0	0	0
Federal and State Assistance	0	61,714	3,089,025	3,383,525	0	0	0	0	0
Estimated Revenues	587,752	1,129,588	4,126,125	7,079,615	1,051,575	1,080,350	1,109,130	1,134,905	1,067,885
Personnel Expenses	32,480	35,309	50,905	50,280	56,540	58,935	61,435	64,045	66,770
Operating Expenses	30,794	36,779	43,995	48,560	56,070	47,490	58,950	50,460	62,020
Mangrove Trimming	25,500	25,904	28,000	28,000	28,000	28,840	29,705	30,595	31,515
Dredging	0	0	28,000	28,000	28,000	28,000	28,000	28,000	28,000
Total Seawalls	493,082	1,275	62,500	62,500	698,000	719,065	740,765	763,125	786,155
Lock Removal/Inlet Wid. Proj Debt Service	0	0	0	0	91,200	91,200	91,200	91,200	0
Barge Access-Inlet Widening Project	0	0	400,000	1,351,965	0	0	0	0	0
Channel Corner Widening (Feasibility Study)	0	0	100,000	100,000	0	0	0	0	0
Hurricane Irma rip rap mitigation	331	0	0	310,000	0	0	0	0	0
Hurricane Ian Seawall repairs & mitigation	0	253,641	0	2,381,495	0	0	0	0	0
Reserve for Contingencies	0	0	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Transfer to Debt Service Fund for Hurricane I:	0	0	3,155,580	3,155,580	0	0	0	0	0
Estimated Expenditures	582,187	352,908	3,918,980	7,566,380	1,007,810	1,023,530	1,060,055	1,077,425	1,024,460
Revenues over (under) expenditures	5,565	776,679	207,145	(486,765)	43,765	56,820	49,075	57,480	43,425
Projected Carryover - Beg	812,440	1,043,005	656,160	1,819,684	1,232,919	1,176,684	1,133,504	1,082,579	1,040,059
Reserve Seawall Repl & Special Proj-Beg	225,000	0	0	0	100,000	200,000	300,000	400,000	500,000
Reserve Seawall Repl & Special Proj-End	\$ 0	\$ 0	\$ 100,000	\$ 100,000	\$ 200,000	\$ 300,000	\$ 400,000	\$ 500,000	\$ 600,000
Projected Carryover - End	\$ 1,043,005	\$ 1,819,684	\$ 763,305	\$ 1,232,919	\$ 1,176,684	\$ 1,133,504	\$ 1,082,579	\$ 1,040,059	\$ 983,484

Projects Requiring Approval and Funding:

Channel Corner Widening	100,000	0	100,000	100,000	300,000	325,000	
BSI Land Acquisition for staging	100,000	0	100,000	100,000	100,000	100,000	100,000
Est. Beg. Reserves with projects but no funding plan	656,160	1,819,684	1,332,919	1,176,684	1,033,504	682,579	315,059
Est. End. Reserves with projects but no funding plan	663,305	1,332,919	1,176,684	1,033,504	682,579	315,059	258,484

Assumptions

Revenues:

FY 2024 - 2,146 l.ft. Hurricane Irma rip rap mitigation estimated 95% of project to be reimbursed by Federal and State assistance; received FEMA approval

FY 2024 Hurricane Irma rip rap mitigation is currently planned from use of prior years unspent seawall funds. Will carryover to FY 2025 after completion of Hurricane Ian s

FY 2025-2029 Operating assessment rate \$795 plus inflationary increase of \$25 per year due to increasing costs. Additional \$100 per year to build reserves for projects.

FY 2023-2029 Assessment rate of \$100 FY 2023, \$125 FY 2024, and \$90 FY2025-FY 2028 for lock removal project

FY 2024 Interfund Loan for lock removal project

FY 2023-2024 - Estimated financing transferred from General Fund for Hurricane Ian estimated 3,500 l.ft. seawall repairs and mitigation

FY 2024 - Estimated 90% FEMA and 5% State reimbursement for qualified Hurricane Ian seawall repairs and mitigation

Expenditures:

Personnel and Operating Expense:

FY 2024- 2,146 l.ft. Hurricane Irma rip rap mitigation project is currently planned from prior years unspent seawall funds.

Project permitting received, FEMA approval to proceed received; funding would carryover to future year if not completed in fiscal year.

FY 2023-2024 Annual program not completed and Hurricane Ian repairs and mitigation for estimated 3,500 l.ft. added to be completed. Will carryover if not completed.

Special Projects Prior Years:

Inlet widening/removal of south side lock infrastructure - FY 2019-2024 \$1,430,000 for permitting, water testing and construction

FY 2025 - 7/1/24 4% pay plan adjustment, possible 10/1/24 2% pay plan adjustment; new tier 2 defined benefit plan; defined contribution plan 10% of pensionable wages if el

health insurance est. 9% increase, workers comp est. 15% increase; Operating per department request; seawall program estimated 1,200 lineal feet;

Administration charges est. 3% increase; Fire/General Liab Ins est. increase 15%

FY 2025-2029 - \$50,000 reserve for contingency for emergency repairs that can be authorized by City Manager. If not used, will go back to fund's ending carryover balance.

FY 2026-2029 - Dredging \$28,000 per year; Seawall evaluations \$10,000 in FY 2027 and FY 2029; Total Seawall Replacements estimated 1,200 lineal feet with 3% inflatio

Est. increases: Gen. Liab Ins. 5%, all other operating 3%; personnel 4%, health ins. 6%, workers comp ins. 10%

Debt Service:

FY 2024 Principal and interest payments on on Hurrican Ian line of credit Estimated 5% interest; FY 2025-FY 2028 repayment of interfund loan for lock removal project

Reserves:

FY 2024-2029 \$100,000 scheduled annually for special projects.

Special Projects :

Inlet widening/removal of south side lock infrastructure - FY 2024 Construction

Channel corner widening FY 2024 feasibility study

Unfunded Special Projects (requires approval and appropriation FY 2025-2029)

Channel corner widening FY 2025 \$100,000 permitting; FY 2026 \$100,000 land acquisition; FY 2027 \$300,000 mitigation; FY 2028 \$325,000 construction

BSI Land Acquisition for Staging FY 2025-2029 \$100,000 per year to accumulate funds for land acquisition

**CITY COUNCIL
CITY OF PUNTA GORDA
07/10/2024**

PUNTA GORDA ISLES CANAL MAINTENANCE ASSESSMENT DISTRICT

Title: A Resolution of the City Council of the City of Punta Gorda, Florida adopting a tentative levy of annual special assessment for the Punta Gorda Isles Canal Maintenance Assessment District for Fiscal Year 2024-2025; setting a date, time and place of public hearing to consider the final adoption of the assessment; and providing an effective date.

Funds: Punta Gorda Isles Canal Maintenance Assessment District (CMAD)

Recommended Action: City Council adoption of the tentative levy.

Summary: The resolution authorizes the Property Appraiser to send out notices to the property owners reflecting the tentative special assessment and to notify property owners of the date, time and place of the public hearing to set the final special assessment.

The tentative annual special assessment for PGI CMAD is \$1,200 per single family lot which represents an increase of \$100 from FY 2023-2024. For all other properties, the assessment is \$0.125 per square foot of land lying less than 120 lineal feet from the seawall.

A public budget hearing to consider final adoption of the special assessment will be held on September 4, 2024 at 5:01 p.m. at the Military Heritage Museum, 900 West Marion Ave, Punta Gorda, FL.

Department/Division: Finance / City Manager

EXHIBITS:

-
1. [Punta Gorda Isles Canal Maintenance Assessment District Tentative Assessment Resolution](#)
 2. [Punta Gorda Canal Maintenance District Proforma FY 2025](#)
-

CITY OF PUNTA GORDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PUNTA GORDA, FLORIDA ADOPTING A TENTATIVE LEVY OF ANNUAL SPECIAL ASSESSMENT FOR THE PUNTA GORDA ISLES CANAL MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2024-2025; SETTING A DATE, TIME AND PLACE OF PUBLIC HEARING TO CONSIDER FINAL ADOPTION OF THE ASSESSMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Punta Gorda, as the governing body of the Punta Gorda Isles Canal Maintenance Assessment District, did on February 21, 2024, July 3, 2024, and July 10, 2024, hold public budget meetings on the tentative special assessment and proposed budget of the District.

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

1. There is tentatively levied a special assessment for the Fiscal Year ending September 30, 2025 in the amount of One Thousand, Two Hundred Dollars (\$1,200.00) on each subdivided lot zoned for a single family residence or zoned for multi-family with single family residences, pro-rated in the case of ownership of partial lots according to the proportion of the original subdivided lot area held, and, for all property zoned otherwise, Twelve and Five Tenths Cents (\$.125) for each square foot of land lying less than 120 lineal feet from any dedicated canal or waterway, or from seawalls or bulkheads abutting Charlotte Harbor for properties zoned for other than single family residences excluding zoned for multi-family with single family residences.
2. A public budget hearing to consider final adoption of the special assessment will be held on September 4, 2024 at 5:01 p.m., at the Military Heritage Museum, 900 West Marion Avenue, Punta Gorda, Florida.

PASSED AND DULY ADOPTED by vote of the City Council of the City of Punta Gorda, Florida, this _____ day of _____, 2024.

CITY OF PUNTA GORDA, FLORIDA

BY: _____
LYNNE R. MATTHEWS, Mayor

ATTEST:

SARA WELCH, CMC, City Clerk

APPROVED AS TO FORM:

DAVID LEVIN, City Attorney

City of Punta Gorda, FL
PGI Canal Maintenance District
Proforma Schedule of Revenues and Expenditures
FY 2022 through FY 2029

Current Op Rate	\$650	\$950	\$950	\$1,100	\$1,100	\$1,200	\$1,350	\$1,500	\$1,650
Additional Rate	\$0	\$0	\$150	\$0	\$100	\$150	\$150	\$150	\$150
	Actual FY 2022	Actual FY 2023	Budget FY 2024	Projected FY 2024	Proposed FY 2025	Proforma FY 2026	Proforma FY 2027	Proforma FY 2028	Proforma FY 2029
Operating Assessment	\$ 3,391,300	\$ 4,963,830	\$ 5,721,060	\$ 5,721,060	\$ 5,721,060	\$ 6,240,800	\$ 7,020,415	\$ 7,800,035	\$ 8,579,650
Additional Operating Assessment	0	0	0	0	519,745	779,615	779,615	779,615	779,615
Interest	38,763	323,037	150,000	360,450	141,000	157,500	142,500	127,500	105,000
FEMA Reimbursement	0	144,501	30,304,505	37,717,805	0	0	0	0	0
State Reimbursement	0	8,028	5,050,750	5,462,600	0	0	0	0	0
Transfer from General Fund	0	1,227,881	0	46,067,415	0	0	0	0	0
Transfer from Buckley's Pass	0	0	0	14,520	0	0	0	0	0
Defined Contribution Refunds	0	1,052	0	0	0	0	0	0	0
Miscellaneous Revenue	423	402	500	500	500	500	500	500	500
Revenues	3,430,486	6,668,731	41,226,815	95,344,350	6,382,305	7,178,415	7,943,030	8,707,650	9,464,765
Personnel	591,164	806,848	955,355	959,835	947,595	990,330	1,035,170	1,082,220	1,131,605
Operating Expenditures	347,434	399,713	483,035	566,785	535,640	560,510	565,550	591,365	597,380
Inlet Dredging	50,764	29,603	85,000	85,000	85,000	85,000	85,000	85,000	85,000
Total Seawalls	2,010,392	1,476,520	250,000	230,000	2,930,320	6,201,480	7,039,225	7,902,100	8,790,865
Autos & On-Road Vehicles	0	0	0	0	36,000	0	0	0	0
Improv Other than Bldgs-under contr svc	0	12,396	225,000	426,835	225,000	225,000	225,000	0	0
Equipment	0	0	6,500	6,500	45,000	0	0	0	0
Transfer to General Construction	0	0	0	0	0	0	0	0	0
Trsfr to Debt Svc Fd-Repay Seawall Ln	0	0	42,426,305	50,407,965	0	0	0	0	0
Seawall Repl & Mitigation - Hurr Irma	1,680	0	0	8,235,320	0	0	0	0	0
Seawall Repl & Mitigation - Hurr Ian	0	1,348,453	0	38,242,265	0	0	0	0	0
Reserve for Contingencies	0	0	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Expenditures	3,001,434	4,073,533	44,481,195	99,210,505	4,854,555	8,112,320	8,999,945	9,710,685	10,654,850
Revenues over (under) Expenditures	429,052	2,595,198	(3,254,380)	(3,866,155)	1,527,750	(933,905)	(1,056,915)	(1,003,035)	(1,190,085)
Carryover - Beginning	4,168,486	4,422,538	6,110,451	6,892,736	3,251,581	5,004,331	4,295,426	3,463,511	2,460,476
Reserve Seawall Replacement-Beg	600,000	775,000	900,000	900,000	675,000	450,000	225,000	0	0
Reserve Seawall Replacement-End	\$ 775,000	\$ 900,000	\$ 675,000	\$ 675,000	\$ 450,000	\$ 225,000	\$ 0	\$ 0	\$ 0
Carryover - End	\$ 4,422,538	\$ 6,892,736	\$ 3,081,071	\$ 3,251,581	\$ 5,004,331	\$ 4,295,426	\$ 3,463,511	\$ 2,460,476	\$ 1,270,391
Projected Carryover -End as a % of Expenditures					103.09%	52.95%	38.48%	25.34%	11.92%

Assumptions

Revenues:

FY 2025 Operating Assessment Rate \$1,200; FY 2026-2029 Estimated \$150 increase per year
FY 2024 50,399 l.ft. damage estimated 95% of Hurricane Irma rip rap mitigation loan draw (transfer from General Fund) to be reimbursed by Federal and State assistance; permitting and FEMA approval obtained; timeline submitted to FEMA to finish Hurricane Ian seawalls, awaiting approval
FY 2023-2024 34,923 est. l.ft. damage Hurricane Ian seawall and rip rap mitigation loan draw (transfer from General Fund) to be reimbursed by Federal and State assistance
FY 2024 Estimated 95% reimbursement by Federal and State assistance on Hurricane Irma rip rap mitigation project
FY 2024 Estimated 95% reimbursement by Federal and State assistance on Hurricane Irma rip rap mitigation project

Expenditures:

Personnel Expense:

FY 2024 7/1/2024 Council approved 4% pay plan adjustment; proposed 10/1/2024 2% pay plan adjustment
4% merit increase; overtime per department request
Defined benefit pension re-opened plan per allocation; Defined contribution plan reduced estimating 60% will move to defined benefit plan
Health insurance 9% estimated increase and Workers Comp estimated 15% increase
FY 2026-2029 - 4% merit incr, def. benefit pension 5% incr, def. contrib. pension 4%, health ins incr. est 6% & WC incr. est 10%

Operating Expense:

FY 2024 - Transfer to debt svc fund for Hurr. Irma rip rap project loan repayment (awaiting FEMA approval of timeline)
FY 2023-2024 - Hurricane Ian seawalls and mitigation for estimated 34,923 l.ft.; will carryover to FY 2025
FY 2025 - Per Department Request; seawall program reduced to 5,000 lf pending completion of Hurricane Ian repairs projected mid FY25; Fire/General liability insurance est 15%; Administration est. 3% increase and Computer Overhead est. 29% increase
FY 2024-2029 - \$50,000 reserve for contingency for emergency repairs that can be authorized by City Manager
FY 2026-2029 - Est. increases operating 3% except for: Fire/General Liab Insur 5%; mangrove trimming and inlet dredging flat; seawall replacements est. 3% increases in costs and 10,500 lf in FY 2026 with approximately 1,400 increasing linear footages per year

Capital Outlay & Special Projects:

FY 2024-2029 - Per Department Request

Reserves:

FY 2023-FY 2027 Use of seawall replacement reserves for permitting and construction of channel and shoreline improvements to spoil site.
FY 2024-FY 2029 \$14,520 Buckley's Pass reserve to be used only on maintenance or dredging of Buckley's Pass

**CITY COUNCIL
CITY OF PUNTA GORDA
07/10/2024**

CITY OF PUNTA GORDA LOT MOWING ASSESSMENT DISTRICT

Title: A Resolution of the City Council of the City of Punta Gorda, Florida, adopting a tentative levy of annual special assessment for the City of Punta Gorda Lot Mowing Assessment District for Fiscal Year 2024-2025; setting a date, time and place of public hearing to consider final adoption of the assessment; and providing an effective date.

Funds: Mandatory Lot Mowing Program Revenue

Recommended Action: City Council adoption of the tentative levy.

Summary: The proposed resolution sets the tentative levy of the Mandatory Lot Mowing Program assessment at \$285.00 and authorizes the Property Appraiser to include within the TRIM (Truth in Millage Act) notice, the tentative special assessment rate and public hearing notice for the final special assessment. This tentative assessment represents an increase of \$10.00 over the previous year.

A public hearing to consider final adoption of the special assessment will be held September 4, 2024 at 5:01 p.m. at the Military Heritage Museum, 900 West Marion Ave, Punta Gorda, FL.

Department/Division: Finance / City Manager

EXHIBITS:

-
1. [FY 2025 Lot Mowing Tentative Assessment Resolution](#)

CITY OF PUNTA GORDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PUNTA GORDA, FLORIDA ADOPTING A TENTATIVE LEVY OF ANNUAL SPECIAL ASSESSMENT FOR THE CITY OF PUNTA GORDA LOT MOWING ASSESSMENT DISTRICT FOR FISCAL YEAR 2024-2025; SETTING A DATE, TIME AND PLACE OF PUBLIC HEARING TO CONSIDER FINAL ADOPTION OF THE ASSESSMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Punta Gorda did on February 21, 2024, June 19, 2024, and July 10, 2024, hold public meetings on the tentative non-ad valorem special assessment to be levied upon vacant real properties lying within the City of Punta Gorda Lot Mowing Assessment District to fund the City's Mandatory Lot Mowing Program Services.

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

1. There is tentatively levied a non-ad valorem special assessment upon vacant real properties lying within the municipal boundaries of the city to fund the City's Mandatory Lot Mowing Program Services for the Fiscal Year ending September 30, 2025, in the amount Two Hundred Eighty-Five Dollars per Equivalent Residential Unit (\$285.00/ERU).
2. A public budget hearing to consider final adoption of the special assessment will be held on September 4, 2024, at 5:01 p.m., at the Military Heritage Museum, 900 West Marion Avenue, Punta Gorda, Florida.
3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED by vote of the City Council of the City of Punta Gorda, Florida, this ____ day of _____, 2024.

CITY OF PUNTA GORDA, FLORIDA

BY: _____
LYNNE R. MATTHEWS, Mayor

ATTEST:

SARA WELCH, CMC, City Clerk

APPROVED AS TO FORM:

DAVID LEVIN, City Attorney

**CITY COUNCIL
CITY OF PUNTA GORDA
07/10/2024**

BOARDS / COMMITTEE

Title: **Announcement of Vacancies:** Building Board (1 consumer advocate, 1 contractor, and 1 alternate)

Funds: Not applicable.

Recommended Action: Staff recommends City Council announce the vacancies.

Summary: Ms. Wendy Mueller resigned from the Building Board on January 17, 2024, creating a vacancy for a consumer advocate seat. The appointment will be for the unexpired term until July 16, 2024. Mr. Matthew Ferrara was appointed to a regular contractor seat on April 17, 2024, creating a vacancy for an alternate seat. The appointment will be for the unexpired term until March 25, 2026. Additionally, Mr. Perry Hoff's first term on the Building Board as a regular contractor seat will expire on July 16, 2024. He is eligible for reappointment. The appointment will be for a term from July 16, 2024, to July 16, 2027.

Building Board – Meets monthly on the 4th Tuesday at 9:00 a.m. in City Council Chambers – City residency not required. Seven-member board with two alternate members. Three-year terms. Maximum of three terms OR partial term plus 2 more terms. Four members must be involved with the building industry and three members must be consumer advocates who are not, nor ever have been, involved with building industry. Makes recommendations to City Council on the minimum qualifying requirements for obtaining Certificates of Competency in the various construction trades and the fees for same. Periodically reviews and holds public hearings on all building, electrical, plumbing, housing, gas, fire prevention and other related codes. Reviews enforcement of all codes relating to construction standards and acts as condemnation board in matters of violation of minimum standards. Hears alleged complaints against contractors.

Department/Division: City Clerk

EXHIBITS:


1. [Building Board](#)



Board Details

Makes recommendations to City Council on the minimum qualifying requirements for obtaining Certificates of Competency in the various construction trades and the fees for same. Periodically reviews and holds public hearings on all building, electrical, plumbing, housing, gas, fire prevention and other related codes. Reviews enforcement of all codes relating to construction standards and acts as condemnation board in matters of violation of minimum standards. Hears alleged complaints against contractors.


Overview

 **Size** 7 Seats

 **Term Length** 3 Years

 **Term Limit** 3 Terms

Contact

 **Name** Suz Russell

 **Email** srussell@cityofpuntagordafl.com

 **Phone** n/a

Additional

Documents for New Appointees

[Chapter 7 Building Regulations.pdf](#)

[Building Board Bylaws.pdf](#)

[Board Member Handbook.pdf](#)

[2023 Guide to the Sunshine Amendment and Code of Ethics.pdf](#)

Meetings

Regular meetings of the Building Board shall be held in the City Council Chambers, 326 West Marion Avenue, Punta Gorda, Florida, at 9:00 a.m., the fourth Tuesday of each month. Special and emergency meetings and/or workshops may be held at the call of the Chairman or, in his/her absence, the Vice Chairman. All meetings shall be open to the public. In the event that a quorum of the members is not present for a scheduled meeting, such meeting will be rescheduled as soon as possible, consistent with notice requirements.

Duties

The Building Board shall have the following responsibilities: A. To hear complaints regarding locally licensed or registered contractors alleged to have violated the provisions of Chapter 7 of the City Code. Upon a finding of violation, the Board is granted authority to take any of the following actions against the locally licensed or registered contractor: (1) Order probation. (2) Suspend the guilty party's local license. (3) Revoke the guilty party's local license. (4) Order restitution. (5) Levy a fine up to five thousand dollars (\$5,000.00) per offense. (6) Assess reasonable legal and investigation costs incurred by the City of Punta Gorda to prosecute the case against the contractor. (7) Issue a recommended penalty to the State of Florida Construction Industry Licensing Board. Said recommended penalty may include a recommendation for no further action, or a recommendation for suspension, revocation or restriction of the contractor's State registration, or a fine to be levied by the State of Florida Construction Industry Licensing Board, or a combination of such penalties. B. To hear complaints regarding state certified contractors alleged to have violated the provisions of Chapter 7 of the City Code. Upon a finding of violation, the Board is granted authority to take any of the following actions against the state certified contractor: (1) Deny, suspend or revoke the authority of the certified contractor to obtain a building permit or limit such authority to obtaining a permit of permits with specific conditions if the Building Board finds the certified contractor guilty of fraud or a willful building code violation in the City of Punta Gorda. (2) Deny, suspend or revoke the authority of the certified contractor to obtain a building permit or limit such authority to obtaining a permit or permits with specific conditions if the Building Board has proof that such contractor, through the public hearing process, has been found guilty in another county or municipality within the past 12 months of fraud or a willful building code violation and finds, that such fraud or violation would have been fraud or a violation if committed in the City of Punta Gorda. (3) Refuse to issue permits with specific conditions to a contractor who has committed and has been disciplined for multiple violations when the additional provisions of section 489.131(3)(f), Florida Statutes, have been met. C. To recommend to City Council certain amendments to Chapter One of the Florida Building Code as may be allowed by Florida Statutes. D. To act as condemnation Board in matters of violation of minimum standards and making inspections and reports when so requested by the Building Official. In this regard, the Board may secure the services of the Fire Chief, sanitarian, architects, engineers or other professionals as required and, upon making findings of fact, shall render a final decision. E. To hear and act upon Appeals from orders, requirements, decisions or determinations made by the Building Official under the provisions of Chapter 7, Article IV, City of Punta Gorda Code, the "Unsafe Building Abatement Code". F. To make a determination on applications for Certificate of Competency when so requested by the Building Official in cases where the established standards may not have been met, but extenuating circumstances may be evident. G. To hear and act upon any appeal timely filed to contest the validity of any notice of false alarm or fee assessment issued under Chapter 15, Section 15-19, Punta Gorda Code.

**CITY COUNCIL
CITY OF PUNTA GORDA
07/10/2024**

BOARDS / COMMITTEE

Title: **Announcement of Vacancies:** Code Enforcement Board (1 alternate)

Funds: Not applicable.

Recommended Action: Staff recommends City Council announce the vacancy.

Summary: Ms. Kathleen Antona was appointed to a regular seat from her alternate seat at the January 3, 2024, City Council meeting, thereby creating a vacancy for alternate for an unexpired term until October 17, 2024.
Code Enforcement Board – Meets monthly on the 4th Wednesday at 9:00 a.m. in City Council Chambers. Must be City resident. Seven-member board with two alternate members. Three-year terms. Maximum of three terms OR partial term plus 2 more terms. Financial disclosure required.
Hears and decides alleged violations of the City Code of Ordinances.

Department/Division: City Clerk

EXHIBITS:

1. [Code Enforcement Board](#)

Chapter 9A. CODE ENFORCEMENT

*Editor's Note-- Ord. No. 1774-13, <sec> 1, adopted November 20, 2013 created a new Chapter 9A and reflects the transfer of the provisions for Public Nuisances from Chapter 10 into the new Chapter 9A.

ARTICLE I

GENERAL

Section 9A-1. Title

This Chapter shall be known as the "City of Punta Gorda Enforcement Code".

Section 9A-2. Intent

- (a) It is the intent of this Chapter to promote, protect, and improve the health, safety, and welfare of the citizens of the City of Punta Gorda, Florida by providing for the enforcement of all codes and ordinances in effect in the City of Punta Gorda where a pending or repeated violation continues to exist, through the issuance of enforceable orders, the imposition of administrative fines, and the imposition of noncriminal penalties, in an equitable, expeditious, effective, and inexpensive method of achieving full compliance. The purpose of this Chapter is to help ensure that all persons and properties within the City of Punta Gorda stay in compliance with all codes and ordinances adopted by the City.
- (b) The provisions of this Chapter are intended to be complementary and supplementary to the provisions of Chapter 162, Florida Statutes (2013) as the same may, from time to time be amended, and all other provisions of State law providing for the enforcement of municipal codes and ordinances.

Section 9A-3. Definitions

For this Chapter, the following terms shall have the meanings set forth in this Section unless the context clearly indicates otherwise.

Board means the City of Punta Gorda Code Enforcement Board.

Board Attorney means the member of the Florida Bar appointed by the City Council to be the legal advisor to the Board. The City Attorney may serve as the Board Attorney or as the Prosecutor, but may not serve in both capacities at the same time.

City means the City of Punta Gorda, Florida or the City Council thereof, as the context requires.

Clerk means the City Clerk of the City of Punta Gorda, Florida, or such other person designated by the City Manager to serve in that capacity on behalf of the Code Enforcement Board.

Code Compliance Officer means any designated employee or agent of the City of Punta Gorda, Florida whose duty it is to assure compliance with, and to seek enforcement of, violations of the Codes and ordinances enacted by the City. Employees or agents who may be designated by the City Manager as Code Compliance Officers for purposes of this Chapter may include, but are not limited to, code inspectors, law enforcement officers, building inspectors, or fire safety inspectors.

Code means the Punta Gorda Code, and any ordinance of the City of Punta Gorda, Florida, as the same exist on the effective date of this Chapter, and as the same may be amended from time to time.

Person means an individual, association, firm, partnership, corporation, trust, or other legal entity.

Prosecutor means the City Attorney representing the City of Punta Gorda in Code Enforcement proceedings before the Board and any appeals taken as a consequence of Board action.

Repeat Violation means a violation of a provision of a Code by a person who has previously been found, by the Code Enforcement Board, or any other quasi-judicial process, or any judicial process, to have violated the same Code provision within five years prior to the subject violation, whether or not such violations occur at the same locations.

Respondent means the person alleged to have committed a Code violation.

Violator means the person whose acts or omissions caused a violation of the Punta Gorda Code and includes the person owning, occupying, or controlling the property on which a Code violation has occurred or remains uncorrected. The term also includes the owner of record of real property, occupant, lessee, or interested holder in same, as the case may be and includes every person, entity or service company, who alone or severally with others: (a) has legal or equitable title to any dwelling, dwelling unit, mobile dwelling unit, building, structure or parcel of land; or (b) has care, charge or control of any dwelling, dwelling unit, mobile dwelling unit, building, structure or parcel of land, in any capacity including but not limited to agent, executor, executrix, administrator, administratrix, trustee or guardian of the estate of the holder of legal title; or (c) is a mortgagee in possession of any dwelling, dwelling unit, mobile dwelling unit, building, structure or parcel of land; or (d) is an agent, trustee or other person appointed by the courts and vested with possession or control of any dwelling, dwelling unit, mobile dwelling unit, building, structure or parcel of land. The term does not apply to governmental agencies.

ARTICLE II

CODE ENFORCEMENT BOARD

Section 9A-4. Appointment, Term, Qualifications, Composition, Organization

- (a) Appointment. The City Council shall appoint a seven-member Code Enforcement Board, and two (2) alternates to serve in the absence of a board member (or two (2) members) at a meeting.
- (b) Composition. Members of the Code Enforcement Board shall be residents of the City of Punta Gorda. Appointments shall be made by the City Council on the basis of experience or interest in the subject matter jurisdiction of the Code Enforcement Board. The membership of the Code Enforcement Board, whenever possible, shall include an architect, a businessperson, an engineer, a general contractor, a subcontractor, and a realtor.
- (c) Terms; filling of vacancies. All Code Enforcement Board member appointments shall be for a term of three years, except that any initial appointment to fill a vacancy for an unexpired term of office shall be for the remainder of the unexpired term. All appointments after the initial appointment shall be made for a term of three years, appointees to be eligible for two additional terms.

Members who fail to attend three meetings in a twelve month period shall automatically forfeit appointment and the City Council shall promptly fill such vacancy. Any member with extenuating circumstances shall present same to the City Clerk for consideration by City Council. Members are required to notify the City Clerk's Office in advance of the meeting of any absence. Chairmen shall also be subject to the same rule and shall notify the City Clerk's Office of intended absences from scheduled meetings. Members shall serve at the pleasure of the City Council.

- (d) Officers; quorum; compensation. The members of the Code Enforcement Board shall elect a Chairman and Vice-chairman. The presence of four (4) or more members shall constitute a quorum of the Code Enforcement Board. Members shall serve without compensation, but may be reimbursed for such travel, mileage and per diem expenses as may be authorized by the City Council.

{Ord. No. 1812-15, <sec> 1, 03-04-2015}

Section 9A-5. Powers and Duties of the Code Enforcement Board

The Code Enforcement Board shall have the power to:

- (a) Adopt rules for the conduct of its hearings.
- (b) Subpoena alleged violators and witnesses to hearings. Subpoenas may be served by sheriff's service or by the police department of the City or some other law enforcement officer or other person designated by City Council.
- (c) Subpoena records, surveys, plats and other evidentiary material.
- (d) Take testimony under oath.

- (e) Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance.
- (f) Issue fines pursuant to Section 9A-8 of this Chapter and include therein all costs incurred in prosecuting the case before the Code Enforcement Board. Such costs shall be included in the lien authorized by this Chapter.
- (g) Reduce or compromise fines upon such terms and conditions as the Code Enforcement Board deems reasonable and just.
- (h) The Code Enforcement Board shall serve as an equalizing board to hear and consider any and all complaints concerning the amount of any special assessment established pursuant to the procedures set forth in Chapter 9, Article I, Section 9-5, Punta Gorda Code, and shall adjust and equalize the special assessments, when it deems such action is necessary. The Code Enforcement Board may only adjust or equalize the established special assessment upon a showing by an interested party that the amount of the established special assessment is unreasonable or that the property will not derive any special benefit from the improvements made by the City. The Code Enforcement Board shall follow the procedures set forth in Chapter 9, Article I, Section 9-5, Punta Gorda Code.
- (i) Pursuant to Chapter 9, Article II, Section 9-7, Punta Gorda Code, the Code Enforcement Board shall hold a hearing to consider objections by property owners to the City's intent to revoke an exemption under the City's Mandatory Lot Mowing Program. At such hearings, it should be the property owner's burden to demonstrate good cause why the exemption should not be revoked. The Code Enforcement Board shall issue a written order either granting or denying a property owner's request that their exemption should not be revoked.
- (j) Pursuant to Chapter 9, Article II, Section 9-7, Punta Gorda Code, the Code Enforcement Board shall have the duty and responsibility to hold hearings to consider any objections or defenses to the levy of a lien against the delinquent properties under the City's Mandatory Lot Mowing Program. The owner of record of any property proposed to be liened for delinquent lot mowing fees, or any person having an interest therein, may appear at the hearings and voice any objections to the proposed lien or the amount thereof. Objections may also be submitted in writing either prior to or at the time of the hearing. At the hearing, the Code Enforcement Board may recommend to City Council a modification or correction of any proposed lien amount, provided that no lien amount may be increased over the amount in the proposed roll. After the hearing, the Code Enforcement Board shall certify the delinquent user fee roll to the City Council.
- (k) Pursuant to Chapter 9, Article II, Section 9-8, Punta Gorda Code, the Code Enforcement Board shall hear all appeals by any person aggrieved by any order or notice issued by the City pursuant to the City's Mandatory Lot Mowing Program. It shall be the burden of any aggrieved person to demonstrate that the contested order or notice was unreasonable.

- (l) The Code Enforcement Board shall have such other duties and powers as assigned to it by the City Council pursuant to duly adopted ordinances of the City.

Section 9A-6. Enforcement Procedure

- (a) Only a Code Compliance Officer may initiate enforcement proceedings to remedy a violation of any Code.
- (b) Except as provided in subsections (c) and (d) herein, if a violation of any Code is found, the Code Compliance Officer shall issue a Notice of Violation to the violator in accordance with the notice provisions of this Chapter, notifying the violator of the provisions of the Code alleged to have been violated and giving him or her a reasonable time to correct the violation(s). Should the violation(s) continue beyond the time specified for correction, the Code Compliance Officer shall prepare an Affidavit of Violation and provide said Affidavit to the Clerk who shall serve the Affidavit together with a Notice of Mandatory Hearing upon the violator pursuant to the notice provisions of this Chapter. The Notice of Mandatory Hearing shall specify the date and location of the hearing before the Code Enforcement Board. If the violation is corrected and then recurs, or if the violation has been corrected prior to the scheduled Code Enforcement Board hearing, the case may nevertheless be presented for a finding of a violation and the issuance of a "cease and desist" order. The Notice of Violation shall so state.
- (c) If a repeat violation is found, the Code Compliance Officer shall prepare an Affidavit of Violation and provide said Affidavit to the Clerk who shall serve the Affidavit together with a Notice of Mandatory Hearing upon the violator pursuant to the notice provisions of this Chapter. It shall not be necessary to give the violator a reasonable time to correct the repeat violation. The case may be presented to the Code Enforcement Board even if the repeat violation has been corrected. The Notice of Mandatory Hearing shall so state.
- (d) If the Code Compliance Officer has reason to believe a violation or condition causing the violation presents a serious threat to the public health, safety, and welfare, or if the violation is irreparable or irreversible in nature, the Code Compliance Officer shall prepare an Affidavit of Violation and make a reasonable effort to serve said Affidavit upon the violator. The Code Compliance Officer may immediately provide said Affidavit of Violation to the Clerk who shall serve the Notice of Violation together with a Notice of Mandatory Hearing upon the violator pursuant to the notice provisions of this Chapter. The Notice of Mandatory Hearing shall specify the date and location of the hearing before the Code Enforcement Board. If necessary, an emergency hearing before the Code Enforcement Board may be scheduled.
- (e) If the owner of the property that is the subject of an enforcement proceeding before the Code Enforcement Board transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:

1. Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee;
2. Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the owner;
3. Disclose, in writing, to the prospective transferee that the transferee, as the new owner, will be responsible for compliance with the applicable code provisions which are the subject of the pending proceeding, and with any orders issued in the code enforcement proceeding;
4. File a notice with the Code Compliance Officer of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within 5 days after the date of the transfer.

It shall be a violation of this Chapter for the owner of the property that is the subject of an enforcement proceeding before the Code Enforcement Board to fail to comply with the requirements of this subsection. Pursuant to Section 162.06, Florida Statutes, a failure to make the disclosures described in this subsection before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is held. The City may proceed against both the owner who was responsible for the violation and the new owner.

Section 9A-7. Conduct of Hearing

- (a) The Code Enforcement Board shall meet on a regular schedule as set by the City Council, or at such other times upon request of a Code Compliance Officer. The chairman of the Code Enforcement Board may call a hearing of the Code Enforcement Board, and hearings may also be called by written notice signed by at least three (3) members of the Code Enforcement Board. The City Council shall provide clerical and administrative personnel as may be reasonably required by the Code Enforcement Board for the proper performance of its duties.
- (b) Minutes shall be kept by the Clerk of all hearings of the Code Enforcement Board and all proceedings shall be electronically recorded. It shall not be necessary for the Clerk to prepare a verbatim transcript of the proceedings. All hearings and proceedings shall be open to the public, however, only parties and their witnesses shall have a right to testify.
- (c) Each case before the Code Enforcement Board shall be presented by the Prosecutor or by Code Compliance Officers.

- (d) Upon the request of the Chairman of the Code Enforcement Board, an attorney shall attend a Code Enforcement Board hearing to serve in the capacity as the Board Attorney.
- (e) The Code Enforcement Board shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The Code Enforcement Board shall take testimony from the Code Compliance Officer, the alleged violator, and any witnesses presented by either party. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.
- (f) At the commencement of the proceedings, the Respondent shall be asked whether he/she pleads guilty or not guilty. If the Respondent pleads guilty, then the Code Enforcement Board shall only consider evidence and testimony to determine the appropriate action to be taken as a consequence of the admitted violation. If the Respondent pleads not guilty, then the order of presentation shall be as follows:
 - 1. The Code Compliance Officer, with the assistance of the Prosecutor, shall present the City's case-in-chief, including direct testimony of all of the City's witnesses, the opportunity for the Respondent to cross-examine each of the City's witnesses, the re-direct examination of the City's witnesses, and the presentation of all documentary evidence.
 - 2. Any member of the Code Enforcement Board may, through the Chairman, ask questions of any City witness.
 - 3. The Respondent shall present his/her case-in-chief, including direct testimony of all of the Respondent's witnesses, the opportunity for the Respondent to cross-examine each of the City's witnesses, the re-direct examination of the City's witnesses, and the presentation of all documentary evidence.
 - 4. Any member of the Code Enforcement Board may, through the Chairman, ask questions of any of the Respondent's witnesses.
 - 5. The Code Compliance Officer, with the assistance of the Prosecutor may present any rebuttal, if necessary.
 - 6. The Respondent may present a closing statement.
 - 7. The Code Compliance Officer, with the assistance of the Prosecutor may present a closing statement.
- (g) If the Respondent elects to be represented by legal counsel, a Notice of Appearance must be filed with the Clerk by the legal counsel no later than five (5) business days prior to the date of the hearing. If a Notice of Appearance is not timely filed and legal counsel for the Respondent appears at the hearing, the Prosecutor shall be granted a continuance upon request.

- (h) Where all parties to the case agree to continuing the hearing, they shall provide written confirmation of their consent to the Clerk. Upon the Clerk's receipt of written confirmation of consent to the continuance of all parties, the Clerk shall reschedule the hearing for the next regularly scheduled hearing date or the hearing date requested by the parties pursuant to their agreement. If all the parties agree to the continuance, it shall not be necessary to also obtain the approval of the Code Enforcement Board. In those cases where a continuance is sought by one party without the consent of the other party or parties to the case, the request for continuance shall be presented to the Code Enforcement Board on the date the hearing has been scheduled. After hearing argument from the parties, the Code Enforcement Board shall rule on whether a continuance should be granted, and if so, to what date.
- (i) At the conclusion of the hearing, the Code Enforcement Board shall issue findings of fact, based on competent, substantial evidence of record, and conclusions of law, and shall issue an order affording the proper relief consistent with the powers granted by this Chapter. The finding shall be by motion approved by a majority of those members present and voting, except that at least four members must vote in order for the action to be official. The order may include a notice that it must be complied with by a specified date and that a fine may be imposed.

If the violation is of the type described in Section 9A-6(d) of this Chapter, the Code Enforcement Board shall authorize the City Council to take all necessary actions to correct the violation if the violator fails to do so by the date set by the Code Enforcement Board. The City's cost of repairs to correct the violation may be included along with the fine determined by the Code Enforcement Board, if the violation is not corrected by the time set by the Code Enforcement Board.

If the violation is of the type described in Section 9A-6(d) of this Chapter, and if the City is required to correct the violation before a hearing can be convened before the Code Enforcement Board, the Code Enforcement Board may ratify the actions taken by the City to take all necessary actions to correct the violation, and the City's cost of repairs to correct the violation may be included along with the fine determined by the Code Enforcement Board.

- (j) If the City prevails in prosecuting a case before the Code Enforcement Board, it shall be entitled to recover all costs incurred in prosecuting the case before the Code Enforcement Board, and such costs may be included in the lien authorized by this Chapter. The Code Enforcement Board's order shall include all costs permitted to be recovered under the law.
- (k) A certified copy of the Code Enforcement Board's order may be recorded in the public records of Charlotte County, Florida and if so recorded, shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns. A certified copy of the Code Enforcement Board's order may also be recorded in the public records of any county where the violator has any real or personal property. If a recorded order

is complied with by the date specified in the order, the Clerk, on behalf of the Code Enforcement Board, shall issue an order acknowledging compliance that shall be recorded in the public records where the initial order was recorded.

- (l) A copy of all orders issued by the Code Enforcement Board shall be filed with the Clerk promptly after issuance and shall be deemed rendered upon the date of said filing. A copy of all such orders shall be personally served on the violator, or on the violator's legal counsel, or by certified mail to the violator within ten (10) days following the date the order is rendered.

{Ord. No. 1803-14; <sec> 3, 12-17-2014}

Section 9A-8. Administrative Fines, Costs of Repair, and Liens

- (a) When a Code Compliance Officer determines that an order of the Code Enforcement Board has not been complied with by the set time, or upon a finding that a repeat violation has been committed, the Code Compliance Officer shall prepare an Affidavit of Violation and provide said Affidavit to the Clerk who shall serve the Affidavit together with a Notice of Mandatory Penalty Hearing upon the violator pursuant to the notice provisions of this Chapter. The Notice of Mandatory Penalty Hearing shall specify the date and location of the hearing before the Code Enforcement Board.
- (b) At the penalty hearing, upon a finding of non-compliance with an order of the Code Enforcement Board, the Code Enforcement Board may impose a fine for each day of non-compliance with the Board's order. In the event of a repeat violation, the Code Enforcement Board may impose a fine for each day the repeat violation was found to exist.
- (c) If a penalty hearing is held, testimony shall be limited to the issue of compliance with the Code Enforcement Board's initial order. No new evidence as to whether there was a violation in the first instance shall be allowed.
- (d) If the violation is of the type described in Section 9A-6(d) of this Chapter, the Code Enforcement Board shall authorize the City Council to make all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable cost of the repairs along with the fine imposed pursuant to this Section. Making such repairs does not create a continuing obligation on the part of the City to make further repairs or to maintain the property and does not create any liability against the City for any damages to the property if such repairs were completed in good faith.
- (e) A fine imposed pursuant to this Chapter shall not exceed \$250.00 per day for a first violation and shall not exceed \$500.00 per day for a repeat violation, and, in addition, shall include all costs allowed to be recovered pursuant to this Chapter.
- (f) If the Code Enforcement Board finds the violation to be irreparable or reversible in nature, it may impose a fine not to exceed \$5,000.00 per violation, in addition to all costs allowed to be recovered pursuant to this Chapter.

- (g) In determining the amount of any fine, the Code Enforcement Board shall consider the following factors: the gravity of the violation, any actions taken by the violator to correct the violation, and any previous violations committed by the violator.
- (h) The Code Enforcement Board shall reserve jurisdiction to reduce any fine it has imposed upon a violator pursuant to this Chapter. Prior to consideration of any such request for a fine reduction, the violator must be in full compliance with any order issued by the Code Enforcement Board.
- (i) A certified copy of the Code Enforcement Board's order may be recorded in the public records of Charlotte County, Florida and any other county wherein the violator owns any real or personal property. Upon recording, the order shall constitute a lien against the land on which the violation occurred and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this State, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes.
- (j) A fine imposed pursuant to this Chapter shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to this Chapter, whichever occurs first. A lien arising from a fine imposed pursuant to this Chapter runs in favor of the City. The City may execute a satisfaction or release of lien entered pursuant to this Chapter.
- (k) After three (3) months from the filing of any lien which remains unpaid, the Code Enforcement Board, with the consent of the City, may authorize the City Attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this Chapter may be foreclosed on real property which is a homestead under Article X, Section 4, Florida Constitution. The money judgment provisions of this Chapter shall not apply to real property or personal property which is covered under Article X, Section 4(a), Florida Constitution.
- (l) No lien created under this Chapter shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless within that time an action is commenced pursuant to this Chapter in a court of competent jurisdiction. In an action to foreclose on a lien or for a money judgment, the prevailing party is entitled to recover all costs, including reasonable attorney's fees that it incurs in the action. The City shall be entitled to collect all costs incurred in recording and satisfying a valid lien. The continuation of the lien affected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

{Ord. No. 1855-16, <sec> 1, 08-31-2016}

Section 9A-9. Notices

- (a) All notices required by this Chapter must be provided to the alleged violator by:

1. Certified mail, and at the option of the City return receipt requested, to the address listed in the Charlotte County Tax Collector's office for tax notices or to the address listed in the Charlotte County Property Appraiser's database. The City may also provide an additional notice to any other address it may find for the property owner. For property owned by a corporation, notices may be provided by certified mail to the registered agent of the corporation. If any notice sent by certified mail is not signed as received within 30 days after the postmarked date of mailing, notice may be provided by posting as described in this Section;
 2. Hand delivery by the sheriff or other law enforcement officer, Code Compliance Officer, or other person designated by the City;
 3. Leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; or
 4. In the case of commercial premises, leaving the notice with the manager or other person in charge.
- (b) In addition to providing notice as set forth in subsection (a), at the option of the Code Enforcement Board or the City, notice may be served by publication or posting, as follows:
1. Such notice shall be published once during each week for 4 consecutive weeks (four publications being sufficient) in a newspaper of general circulation in Charlotte County, Florida. The newspaper shall meet such requirements as are prescribed under Chapter 50, Florida Statutes for legal and other advertisements, as the same may from time to time be amended.
 2. Proof of publication shall be made as provided in Sections 50.041 and 50.051, Florida Statutes, as the same may from time to time be amended.
 3. In lieu of publication, such notice may be posted at least 10 days prior to the Code Enforcement Board hearing, or prior to the expiration of any deadline contained in the notice, in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at the City Hall.
 4. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.
 5. Notice by publication or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or mail as required under subsection (a), herein.
- (c) Evidence that an attempt has been made to hand deliver or mail notice as provided in subsection (a), herein, together with proof of publication or posting

as provided in subsection (b), herein, shall be sufficient to show that the notice requirements of this Section have been met, without regard to whether or not the alleged violator actually received such notice.

{Ord. No. 1803-14, <sec> 4, 12-17-2014}

Section 9A-10. Citations

- (a) In addition to the enforcement procedures provided in Section 9A-6 of this Chapter, a Code Compliance Officer is authorized to issue a citation to a violator when, based upon personal investigation, the Code Compliance Officer has reasonable cause to believe that the violator has committed a violation of any Code. Citations shall be issued only when the Code Compliance Officer has determined that the violation presents a serious threat to the public health, safety or welfare, or if the violation is irreparable or irreversible, i.e., has already taken place and that it would serve no useful purpose in presenting the case to the Code Enforcement Board to seek compliance.
- (b) A citation issued by a Code Compliance Officer shall be in a form prescribed by the City which, at a minimum, shall contain:
1. The date and time of issuance;
 2. The name and address of the person to whom the citation is issued;
 3. The date and time the Code violation was committed;
 4. The facts constituting the Code violation;
 5. The number or section of the Code alleged to be violated;
 6. The name and authority of the Code Compliance Officer;
 7. The applicable fine to be paid if the violator elects not to contest the citation;
 8. The applicable fine which may be assessed should the violator elect to contest the citation and be found by the Code Enforcement Board to have committed the violation;
 9. The procedure for paying the applicable fine;
 10. The procedure for contesting the citation to the Code Enforcement Board; and
 11. A conspicuous statement that if the person fails to pay the fine within the time allowed, or fails to timely contest the citation, he/she shall be deemed to have waived his/her right to contest the citation and that, in such case, will be deemed to be in violation of this Chapter whereupon the Code Enforcement Board may impose a fine against the violator up to the maximum fine.
- (c) Unless otherwise expressly prescribed in the City's Code, the fine for a first offense of a violation to be enforced by means of a citation shall be \$25.00; the fine for a second offense shall be \$100.00; and all additional offenses shall be \$250.00 per offense. Code Compliance Officers shall have the discretion to issue a written warning instead of a citation for a first offense.
- (d) A violator issued a citation shall pay the applicable fine to the City Clerk or shall file a written notification with the Code Compliance Division of the violator's intent to contest the citation within ten (10) days of the issuance of the citation.

- (e) If a violator elects to contest a citation to the Code Enforcement Board, the City shall serve a Mandatory Notice of Hearing Notice upon the violator pursuant to the notice provisions of this Chapter. The Notice of Mandatory Hearing shall specify the date and location of the hearing before the Code Enforcement Board.
- (f) The hearing before the Code Enforcement Board shall be conducted as provided in Section 9A-7 of this Chapter.
- (g) If the violator elects to contest a citation, the violator will be deemed to have waived his/her right to pay the fine assessed on the citation. Upon the finding of a violation, the Code Enforcement Board may assess the fines and costs provided in Section 9A-8 of this Chapter.
- (h) If the violator fails to pay the fine within the time allowed, or fails to timely contest the citation, he/she shall be deemed to have waived his/her right to contest the citation and that, in such case, will be deemed to be in violation of this Chapter and the Code Enforcement Board may impose a fine against the violator up to the maximum fine.

Section 9A-11. Appeals

An aggrieved party, including the City, may appeal a final administrative order of the Code Enforcement Board to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the Code Enforcement Board. An appeal shall be filed within 30 days of the execution of the order to be appealed.

Section 9A-12. Alternative Enforcement Remedies

The provisions of this Chapter are intended to provide an additional or supplemental means of obtaining compliance with the City's Codes. Nothing contained herein shall prohibit the City from enforcing violations of its Codes by any other means authorized by law.

Section 9A-13. Fines for Citation Purposes

Except as otherwise provided in the Punta Gorda Code, the following fines shall be imposed if a Code Compliance Officer elects to enforce a Code violation by means of a citation pursuant to this Chapter. Each day a violation exists shall be considered a separate violation.

(a) PUBLIC WORKS DEPARTMENT.

Description of Violation and Associated Fine

1.	Any object/structure attached to or resting on/or		
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	against the seawall is prohibited and shall be removed and seawall repaired; cleats specifically installed in the seawall cap prior to December 19, 1990 are exempt; however, use of cleats to tie a boat, regardless of date of installation, is prohibited		
		First Offense	\$100.00
		Second Offense	\$200.00
2.	Any (non-permittable) alteration to the seawall or structures in the waterways is prohibited and shall be removed and/or repaired		
		First Offense	\$100.00
		Second Offense	\$200.00
3.	Use of any structures for the purpose of securing watercraft within six (6) feet landward of the seawall which cause damage to seawall tie-rods or deadmen or encroach into a drainage easement are prohibited.		
		First Offense	\$100.00
		Second Offense	\$200.00
4.	Improper maintenance/appearance of docks, piers, posts, pilings, bulkheads, boat lifts, etc., which may pose a hazard to safety or constitute visual blight is prohibited and shall be repaired and/or replaced.		
		First Offense	\$100.00
		Second Offense	\$200.00
5.	Any action or condition to impose a substantial hydrostatic force against a seawall such as improper routing of stormwater from roof drains, excessive watering of vegetation, backwashing/overflow drains from ponds, water filter/softeners or any other device are prohibited and such condition shall be abated.		
		First Offense	\$100.00
		Second Offense	\$200.00
6.	Alterations, connections or additions to the City water, wastewater and stormwater systems, whether in the public right-of-way, on private property or within easement areas without a permit from the appropriate City department are prohibited and shall be abated.		
		First Offense	\$100.00
		Second Offense	\$200.00
7.	Tampering or interference with the City water, wastewater and/or storm water systems whether in		

	the public right-of-way, on private property or within easement areas is prohibited.		
		First Offense	\$500.00
		Second Offense	\$500.00
8.	Damage to the City's public transportation structures such as bridges, guardrails, handrails, sidewalks, street lights, etc., is prohibited.		
		First Offense	\$100.00
		Second Offense	\$200.00
9.	Damage to public or City-owned roadways such as deposits or spillage of substances which can deteriorate the pavement surface and also actions that physically alter the roadway such as holes, depressions, bumps, etc., in the road surface is prohibited		
		First Offense	\$250.00
		Second Offense	\$500.00
10.	Damage to or tampering with any landscaping, irrigation systems, or appurtenances in the public right-of-way, easement area, or City-owned property is prohibited.		
		First Offense	\$100.00
		Second Offense	\$200.00
11.	Alterations or damage to storm drainage systems such as curb and gutter inlets, catch basins, drainage and under drainage piping, headwalls, drainage swales, filters, retention area, etc., are prohibited.		
		First Offense	\$100.00
		Second Offense	\$200.00
12.	Improper maintenance of stormwater facilities.		
		First Offense	\$100.00
		Second Offense	\$200.00
13.	Placement of any object or structure in the public right-of- way or easement areas not permittable by the City engineering department which may pose a safety hazard or interfere with storm drainage or other utilities, to include, but not limited to mailbox supports, basketball assembly supports, curbing, sidewalks, and landscaping is prohibited		
		First Offense	\$100.00
		Second Offense	\$200.00
14.	Damage to or tampering with any traffic regulation,		

	signage, signals or pavement markings is prohibited.		
		First Offense	\$500.00
		Second Offense	\$500.00
15.	Any condition in violation of uses of water during water emergency within and without the City limits.		
		First Offense	\$25.00
		Second Offense	\$50.00
		Third Offense	\$250.00
16.	Placement of any material or structure not permissible per City ordinances or rulings within twenty (20) feet landward of a canal seawall is prohibited and shall be removed.		
		First Offense	\$100.00
		Second Offense	\$200.00

(b) BUILDING DEPARTMENT.

Description of Violation and Associated Fine

1.	Failure to obtain a certificate of competency.	Fine	\$150.00
2.	Hiring of an unlicensed contractor.	Fine	\$150.00
3.	Willful and deliberate disregard or negligent violation of the City's Building Code or other City ordinances regulating building or construction	Fine	\$150.00
4.	Failure to obtain a building permit.	Fine	\$150.00
5.	Proceeding with work after a "stop work order" has been placed.	Fine	\$150.00
6.	Failure to correct violations within a reasonable time period	Fine	\$100.00
7.	Construction during prohibited hours.	First Offense	\$250.00
		Second Offense	\$500.00

(c) ZONING DIVISION.

Description of Violation and Associated Fine

1.	The keeping, storage, depositing or accumulation on the premises for an unreasonable period of time of any personal property, including but not limited to		
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	abandoned, wrecked, dismantled or inoperative vehicles or watercraft, automotive parts and equipment, watercraft parts and equipment, appliances, furniture, containers, packing material, scrap metal, wood, building materials, junk, rubbish and debris which is within the view at ground level of persons on adjacent or nearby real property or the public right-of-way and which constitutes visual blight or reduces the aesthetic appearance of the neighborhood or is offensive to the senses or is detrimental to nearby property or property values is prohibited and shall be abated. Nothing contained herein shall preclude the use of aerial photographs as evidence in any enforcement proceeding to show the existence of a violation of this Article		
		First Offense	\$100.00
		Second Offense	\$200.00
2.	The keeping, storage, depositing or accumulation of dirt, sand, gravel, concrete and other similar materials for an unreasonable period of time which constitutes visual blight or reduces the aesthetic appearance of the neighborhood or is offensive to the senses or is detrimental to nearby property or property values is prohibited and shall be abated.		
		First Offense	\$100.00
		Second Offense	\$200.00
3.	The operation of a junk yard or automobile dismantling yard, except in zoning districts which allow such use by special exception is prohibited and shall be abated		
		First Offense	\$100.00
		Second Offense	\$200.00
4.	Any vehicle which is inoperative or unlicensed for a period of ten (10) days is prohibited on public or private property unless within a completely enclosed garage. This subsection does not apply to the <u>Special Purpose (SP) district provided the site has a valid Local Business Tax Receipt which permits the on-site storage of such vehicles.</u>		
		First Offense	\$100.00
		Second Offense	\$200.00
5.	Any watercraft which is inoperative, unregistered or appears to be in a state of decay and/or abandonment, as determined by the department head, shall be prohibited on any waterway, shore,		

	private and public property unless within a completely enclosed garage or building. This subsection does not apply to the Special Purpose (SP) district provided the site has a valid Local Business Tax Receipt which permits the on-site storage of such watercraft		
		First Offense	\$100.00
		Second Offense	\$200.00
6.	The placement or deposit of any effluvia, refuse, paint overspray or debris from sanding vessels over the water, or byproducts of decaying animal or vegetable matter, or the directing or routing of any stormwater from roof drains, pool water, water filter/softeners, or other water for fluid or other material in any of the canals, waterways, ditches, storm drains or water reservoirs in the City is considered a nuisance and may be of injurious or detrimental to the health, safety, and welfare of the community.		
		First Offense	\$100.00
		Second Offense	\$200.00
7.	Any dangerous, unsightly or blighted condition which is detrimental to the health, safety or welfare of the public		
		First Offense	\$100.00
		Second Offense	\$200.00
8.	Any condition in violation of the City of Punta Gorda Code not specifically listed herein.		
		First Offense	\$100.00
		Second Offense	\$200.00

(d) FIRE DEPARTMENT.

Description of Violation and Associated Fine

1.	Obstruction of fire hydrant and/or fire department connections.	First Offense	\$100.00
		Second Offense	\$200.00
2.	Parking in a Fire Lane.	First Offense	\$100.00
		Second Offense	\$200.00
3.	Locked or blocked exit.	First Offense	\$100.00
		Second Offense	\$200.00
4.	Failure to maintain exit lights	First Offense	\$100.00

		Second Offense	\$200.00
6.	Failure to maintain emergency lights.	First Offense	\$100.00
		Second Offense	\$200.00
7.	Failure to maintain fire alarm system.	First Offense	\$100.00
		Second Offense	\$200.00
8.	Failure to maintain stand pipe system.	First Offense	\$100.00
		Second Offense	\$200.00
9.	Failure to maintain fire sprinkler system.	First Offense	\$100.00
		Second Offense	\$200.00
10.	Failure to maintain fire extinguisher system.	First Offense	\$100.00
		Second Offense	\$200.00
11.	Failure to maintain portable fire extinguisher.	First Offense	\$100.00
		Second Offense	\$200.00
12.	Improper occupant load in place of assembly.	First Offense	\$100.00
		Second Offense	\$200.00
13.	Any condition in violation of the Life Safety Code, NFPA-101, as may be amended from time to time.	First Offense	\$100.00
		Second Offense	\$200.00

{Ord. No. 1774-13, <sec> 2, 11-20-2013; Ord. No. 1833-15, <sec> 1, 12-02-2015}

**CITY COUNCIL
CITY OF PUNTA GORDA
07/10/2024**

BOARDS / COMMITTEE

Title:	Announcement of Vacancies: Donation Review Committee (1 historic non-profit representative)
Funds:	Not applicable.
Recommended Action:	Staff recommends City Council announce the vacancy.
Summary:	<p>Ms. CJ Metcalfe's term as an historic non-profit organization representative expired on April 26, 2024. The appointment will be for a three-year term until April 26, 2027.</p> <p>Donation Review Committee - Meets at 10:00 a.m. in City Council Chambers on the 4th Thursday of January, April, July and October, or as needed, immediately following the meeting of the Historic Preservation Advisory Board (HPAB). Five-member committee consisting of three representatives from HPAB, one of which shall be the HPAB Chairman, and one representative of a local non-profit organization concerned with the history of Punta Gorda and one representative of a local organization concerned with the arts. HPAB appointees shall serve terms coinciding with their terms of appointment on the HPAB. City Council appointees shall serve three-year terms and may be reappointed to a maximum of two additional consecutive three-year terms. Charged with review of all non-monetary gift donation proposals/letters of intent received by the City, in accordance with the review process and established criteria identified in the Non-Monetary Donation Policy. Makes recommendations to the City Council for the acceptance or rejection of non-monetary gift donations.</p>
Department/Division:	City Clerk

EXHIBITS:

-
1. [Donation Review Committee](#)



Donation Review Committee

Board Details

Charged with review of all non-monetary gift donation proposals/letters of intent received by the City, in accordance with the review process and established criteria identified in the Non-Monetary Donation Policy. Makes recommendations to the City Council for the acceptance or rejection of non-monetary gift donations.

Overview

Size 5 Seats

Term Length 3 Years

Term Limit 3 Terms

Contact

Name Sammy Sorentino

Email ssorentino@cityofpuntagordafl.com

Phone n/a

Additional

Documents for New Appointees

[Non-Monetary Donation Policy - Exhibit A to DRC Bylaws.docx](#)

[Donation Review Committee Bylaws.pdf](#)

[Board Member Handbook 2020.pdf](#)

[2022 Guide to the Sunshine Amendment and Code of Ethics.pdf](#)

Meetings

Regular meetings of the Donation Review Committee shall be held in the City Council Chambers, 326 West Marion Avenue, Punta Gorda, Florida, at 10:00 a.m., or as soon thereafter as may be called, on the fourth Thursday of the months of January, April, July and October, or as needed, immediately following the meeting of the Historic Preservation Advisory Board. Special meetings and/or workshops may be held at the call of the Chair or in his/her absence, the Vice Chair. All meetings shall be open to the public. In the event a quorum of the members is not present for a scheduled meeting, such meeting will be rescheduled as soon as possible consistent with notice requirements.

Duties

The Donation Review Committee shall: A. Review all non-monetary gift donation proposals/letters of intent received by the City, in accordance with the review process and established criteria identified in the Non-Monetary Donation Policy, attached hereto as "Exhibit A". B. Make recommendations to the City Council for the acceptance or rejection of non-monetary gift donations.

**CITY COUNCIL
CITY OF PUNTA GORDA
07/10/2024**

BOARDS / COMMITTEE

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

Funds: Not applicable.

Recommended Action: Staff recommends City Council announce the vacancy.

Summary: Mr. David Perry moved up to a regular seat, leaving a vacancy for an alternate. The appointment will be for the remainder of the unexpired term until December 16, 2024.
Historic Preservation Advisory Board – Meets the fourth Thursday at 9:00 a.m. in City Council Chambers. Seven-member board with two alternate members. Three-year terms. Maximum of three terms. Members of the Board shall be residents, property and/or business owners of the City of Punta Gorda except up to one member may be a resident, property and/or business owner of Charlotte County. Appointment of members shall be made by City Council on the basis of experience or interest in the fields of architecture, general contracting, finance/banking, real estate, law, history, historic preservation, archeology or any other related profession. Identifies for the City Council historically significant structures and sites that should be considered for designation as a “Local Historic Landmark” or be nominated for listing on the Florida Master Site File and the National Register of Historic Places. Makes recommendations of the policies for the protection of historically significant structures and sites. Makes recommendations to staff with regard to certificates of appropriateness for any demolition, variance, sign or relocation of structures. Promotes public awareness of historic archaeological preservation and its community benefits.

Department/Division: City Clerk

EXHIBITS:

1. [Historic Preservation Advisory Board](#)




Historic Preservation Advisory Board

Board Details

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


Overview

 **Size** 7 Seats

 **Term Length** 3 Years

 **Term Limit** 3 Terms

Contact

 **Name** Sammy Sorentino

 **Email** ssorentino@cityofpuntagordafl.com

 **Phone** n/a

Additional

Documents for New Appointees

[HPAB_Bylaws.doc](#)

[Board_Member_Handbook.pdf](#)

[2022_Guide_to_the_Sunshine_Amendment_and_Code_of_Ethics.pdf](#)

Meetings

Regular meetings of the Historic Preservation Advisory Board shall be held in the City Council Chambers, 326 West Marion Avenue, Punta Gorda, Florida, at 9:00 a.m., the fourth Thursday of each month. Special meetings and/or workshops may be held at the call of the Chair or in his/her absence, the Vice Chair. All meetings shall be open to the public. In the event a quorum of the members is not present for a scheduled meeting, such meeting will be rescheduled as soon as possible consistent with notice requirements.

Duties

The Historic Preservation Advisory Board shall:

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



**CITY COUNCIL
CITY OF PUNTA GORDA
07/10/2024**

BOARDS / COMMITTEE

Title: **Announcement of Vacancies:** Planning Commission (1 regular)

Funds: Not applicable.

Recommended Action: Staff recommends City Council announce the vacancy.

Summary: Ms. Lisa Kellythorne's first term as a regular member of the Commission will expire on August 7, 2024. She is eligible for reappointment. The appointment will be for a three-year term until August 7, 2027.
Planning Commission – Meets the 4th Monday at 2:00 p.m. in City Council Chambers. Must be City resident. Seven-member board with two alternate members. Three-year terms. Maximum of three terms OR partial term plus 2 more terms. Financial Disclosure required. Makes recommendations to City Council with regard to amending, extending or adding to the Comprehensive Plan for the physical development of the City, platting or subdividing land within the City and adopting and amending a zoning ordinance; hears petitions for Special Exceptions.

Department/Division: City Clerk

EXHIBITS:


1. [Planning Commission](#)



Board Details

Makes recommendations to City Council with regard to amending, extending or adding to the Comprehensive Plan for the physical development of the City, platting or subdividing land within the City and adopting and amending a zoning ordinance; hears petitions for Special Exceptions.

Overview

 **Size** 7 Seats

 **Term Length** 3 Years

 **Term Limit** 3 Terms

Contact

 **Name** Brittany Metzler

 **Email** bmetzler@cityofpuntagordafl.com

 **Phone** n/a

Additional

Documents for New Appointees

[Planning Commission Bylaws.pdf](#)

[Form 1 2023 Sample.pdf](#)

[Board Member Handbook.pdf](#)

[2023 Guide to the Sunshine Amendment and Code of Ethics.pdf](#)

Meetings

Regular meetings of the Planning Commission shall be held in the City Council Chambers, 326 West Marion Avenue, Punta Gorda, Florida, at 2:00 p.m., the fourth Monday of each month. Special meetings and/or workshops may be held at the call of the Chairman or, in his/her absence, the Vice Chairman. All meetings shall be open to the public. In the event that a quorum of the members is not present for a scheduled meeting, such meeting will be rescheduled as soon as possible consistent with notice requirements.

Duties

A. The Planning Commission shall make recommendations to the City Council for: 1. Amending, extending or adding to the Comprehensive Plan for the physical development of the City. 2. Platting or subdividing land within the City. 3. Adopting an official atlas of the City and for recommending or disapproving proposed changes in such atlas. 4. Adopting and amending a zoning ordinance and recommending or disapproving proposed changes in such ordinance. 5. Adopting plans for the clearance and rebuilding of slum districts and blighted areas within the City. 6. Adopting a plan for the replanning, reconstruction or redevelopment of any area or district which may be destroyed in whole or in part or seriously damaged by fire, earthquake, flood or other disaster. B. The Planning Commission shall have the power to: 1. Require information which shall be furnished within a reasonable time from the other departments of the City government in relation to its work. 2. Request additional assistance for special survey work of the City Manager, who may at his/her discretion assign to the Commission members or the staff of any administrative department or direct such department to make special studies requested by the Commission. 3. In the performance of its function, enter upon any land and make examinations and surveys and place and maintain necessary monuments and marks thereon. C. The Planning Commission further shall submit to the City Manager, not later than sixty (60) days prior to submission of the tentative budget, a list of recommended capital improvements which, in the opinion of the Commission, are necessary or desirable to be constructed during the forthcoming six-year period. Such list shall be arranged in order of preference, with recommendations as to which projects shall be constructed in which year. The Commission shall also promote interest in and understanding of the Comprehensive Plan and of planning.

**CITY COUNCIL
CITY OF PUNTA GORDA
07/10/2024**

BOARDS / COMMITTEE

Title: **Announcement of Vacancies:** Utility Advisory Board (1 regular seat)

Funds: Not applicable.

Recommended Action: Staff recommends City Clerk announce the vacancy.

Summary: Mr. Thomas Feneran resigned from the Utility Advisory Board. The appointment will be for an unexpired term January 18, 2026.
Utility Advisory Board (UAB) – Meets the fourth Monday at 9:00 a.m. in City Council Chambers. Must be City resident. Seven-member board. Three-year terms. Maximum of three terms.
Makes recommendations to City Council with regard to, but not limited to, revisions to the utility construction standards, alleged billing discrepancies and review of utility drawings and specifications.

Department/Division: City Clerk

EXHIBITS:


1. [Utility Advisory Board](#)



Board Details

Makes recommendations to City Council with regard to, but not limited to, revisions to utility construction standards, alleged billing discrepancies and review of utility drawings and specifications.

Overview

 **Size** 7 Seats


 **Term Length** 3

 **Term Limit** 2

Contact

 **Name** Leslie Silva

 **Email** lsilva@cityofpuntagordafl.com

 **Phone** (941) 575-3331

Additional

Documents for New Appointees

[Utility Advisory Board Bylaws - Final.pdf](#)

[2022 Guide to the Sunshine Amendment and Code of Ethics.pdf](#)

[Board Member Handbook.pdf](#)

Meetings

Regular meetings of the Utility Advisory Board shall be held in the City Council Chambers, 326 West Marion Avenue, Punta Gorda, Florida, at 9:00 A.M., the fourth Monday of each month, unless noticed otherwise. Meeting dates may be changed or cancelled by staff or by consensus of the Board during a public meeting. Members shall be notified immediately of any meeting date changes made by staff. Special meetings and/or workshops may be held at the call of staff, the Chair or, in his/her absence, the Vice Chair. All meetings shall be open to the public.

Duties

The Utility Advisory Board may make recommendations to the City Council for: A. Service area expansions or modifications. B. Utility rate studies and any proposed utility rate changes. C. Proposed ordinances, resolutions, interlocal agreements and the budget concerning utilities. D. Revisions to utility construction standards. E. Alleged utility billing discrepancies and disputes. F. Public petitions concerning utility service(s). G. Review utility drawings and specifications. H. Other matters referred to the Board by the City Council or City Manager.

**CITY COUNCIL
CITY OF PUNTA GORDA
07/10/2024**

BOARDS / COMMITTEE

Title: **Appointments:** Code Enforcement Board (1 regular)

Funds: Not applicable.

Recommended Action: Staff recommends City Council appoint one nominee.

Summary: Mr. Henry Bauman's third term as a regular member of the Board will expire on September 5, 2024. He has served the maximum number of terms and so is not eligible for reappointment. The appointment will be for a three-year term until September 5, 2027.
Messrs. Robert Engelhart, David Hooper, and Ronald Muschong have expressed an interest in serving and are eligible to do so.
Code Enforcement Board – Meets monthly on the 4th Wednesday at 9:00 a.m. in City Council Chambers. Must be City resident. Seven-member board with two alternate members. Three-year terms. Maximum of three terms OR partial term plus 2 more terms. Financial disclosure required.
Hears and decides alleged violations of the City Code of Ordinances.

Department/Division: City Clerk

EXHIBITS:

1. [Code Enforcement](#)
2. [Engelhart Application](#)
3. [Hooper Application](#)
4. [Muschong Application](#)

Chapter 9A. CODE ENFORCEMENT

*Editor's Note-- Ord. No. 1774-13, <sec> 1, adopted November 20, 2013 created a new Chapter 9A and reflects the transfer of the provisions for Public Nuisances from Chapter 10 into the new Chapter 9A.

ARTICLE I

GENERAL

Section 9A-1. Title

This Chapter shall be known as the "City of Punta Gorda Enforcement Code".

Section 9A-2. Intent

- (a) It is the intent of this Chapter to promote, protect, and improve the health, safety, and welfare of the citizens of the City of Punta Gorda, Florida by providing for the enforcement of all codes and ordinances in effect in the City of Punta Gorda where a pending or repeated violation continues to exist, through the issuance of enforceable orders, the imposition of administrative fines, and the imposition of noncriminal penalties, in an equitable, expeditious, effective, and inexpensive method of achieving full compliance. The purpose of this Chapter is to help ensure that all persons and properties within the City of Punta Gorda stay in compliance with all codes and ordinances adopted by the City.
- (b) The provisions of this Chapter are intended to be complementary and supplementary to the provisions of Chapter 162, Florida Statutes (2013) as the same may, from time to time be amended, and all other provisions of State law providing for the enforcement of municipal codes and ordinances.

Section 9A-3. Definitions

For this Chapter, the following terms shall have the meanings set forth in this Section unless the context clearly indicates otherwise.

Board means the City of Punta Gorda Code Enforcement Board.

Board Attorney means the member of the Florida Bar appointed by the City Council to be the legal advisor to the Board. The City Attorney may serve as the Board Attorney or as the Prosecutor, but may not serve in both capacities at the same time.

City means the City of Punta Gorda, Florida or the City Council thereof, as the context requires.

Clerk means the City Clerk of the City of Punta Gorda, Florida, or such other person designated by the City Manager to serve in that capacity on behalf of the Code Enforcement Board.

Code Compliance Officer means any designated employee or agent of the City of Punta Gorda, Florida whose duty it is to assure compliance with, and to seek enforcement of, violations of the Codes and ordinances enacted by the City. Employees or agents who may be designated by the City Manager as Code Compliance Officers for purposes of this Chapter may include, but are not limited to, code inspectors, law enforcement officers, building inspectors, or fire safety inspectors.

Code means the Punta Gorda Code, and any ordinance of the City of Punta Gorda, Florida, as the same exist on the effective date of this Chapter, and as the same may be amended from time to time.

Person means an individual, association, firm, partnership, corporation, trust, or other legal entity.

Prosecutor means the City Attorney representing the City of Punta Gorda in Code Enforcement proceedings before the Board and any appeals taken as a consequence of Board action.

Repeat Violation means a violation of a provision of a Code by a person who has previously been found, by the Code Enforcement Board, or any other quasi-judicial process, or any judicial process, to have violated the same Code provision within five years prior to the subject violation, whether or not such violations occur at the same locations.

Respondent means the person alleged to have committed a Code violation.

Violator means the person whose acts or omissions caused a violation of the Punta Gorda Code and includes the person owning, occupying, or controlling the property on which a Code violation has occurred or remains uncorrected. The term also includes the owner of record of real property, occupant, lessee, or interested holder in same, as the case may be and includes every person, entity or service company, who alone or severally with others: (a) has legal or equitable title to any dwelling, dwelling unit, mobile dwelling unit, building, structure or parcel of land; or (b) has care, charge or control of any dwelling, dwelling unit, mobile dwelling unit, building, structure or parcel of land, in any capacity including but not limited to agent, executor, executrix, administrator, administratrix, trustee or guardian of the estate of the holder of legal title; or (c) is a mortgagee in possession of any dwelling, dwelling unit, mobile dwelling unit, building, structure or parcel of land; or (d) is an agent, trustee or other person appointed by the courts and vested with possession or control of any dwelling, dwelling unit, mobile dwelling unit, building, structure or parcel of land. The term does not apply to governmental agencies.

ARTICLE II

CODE ENFORCEMENT BOARD

Section 9A-4. Appointment, Term, Qualifications, Composition, Organization

- (a) Appointment. The City Council shall appoint a seven-member Code Enforcement Board, and two (2) alternates to serve in the absence of a board member (or two (2) members) at a meeting.
- (b) Composition. Members of the Code Enforcement Board shall be residents of the City of Punta Gorda. Appointments shall be made by the City Council on the basis of experience or interest in the subject matter jurisdiction of the Code Enforcement Board. The membership of the Code Enforcement Board, whenever possible, shall include an architect, a businessperson, an engineer, a general contractor, a subcontractor, and a realtor.
- (c) Terms; filling of vacancies. All Code Enforcement Board member appointments shall be for a term of three years, except that any initial appointment to fill a vacancy for an unexpired term of office shall be for the remainder of the unexpired term. All appointments after the initial appointment shall be made for a term of three years, appointees to be eligible for two additional terms.

Members who fail to attend three meetings in a twelve month period shall automatically forfeit appointment and the City Council shall promptly fill such vacancy. Any member with extenuating circumstances shall present same to the City Clerk for consideration by City Council. Members are required to notify the City Clerk's Office in advance of the meeting of any absence. Chairmen shall also be subject to the same rule and shall notify the City Clerk's Office of intended absences from scheduled meetings. Members shall serve at the pleasure of the City Council.

- (d) Officers; quorum; compensation. The members of the Code Enforcement Board shall elect a Chairman and Vice-chairman. The presence of four (4) or more members shall constitute a quorum of the Code Enforcement Board. Members shall serve without compensation, but may be reimbursed for such travel, mileage and per diem expenses as may be authorized by the City Council.

{Ord. No. 1812-15, <sec> 1, 03-04-2015}

Section 9A-5. Powers and Duties of the Code Enforcement Board

The Code Enforcement Board shall have the power to:

- (a) Adopt rules for the conduct of its hearings.
- (b) Subpoena alleged violators and witnesses to hearings. Subpoenas may be served by sheriff's service or by the police department of the City or some other law enforcement officer or other person designated by City Council.
- (c) Subpoena records, surveys, plats and other evidentiary material.
- (d) Take testimony under oath.

- (e) Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance.
- (f) Issue fines pursuant to Section 9A-8 of this Chapter and include therein all costs incurred in prosecuting the case before the Code Enforcement Board. Such costs shall be included in the lien authorized by this Chapter.
- (g) Reduce or compromise fines upon such terms and conditions as the Code Enforcement Board deems reasonable and just.
- (h) The Code Enforcement Board shall serve as an equalizing board to hear and consider any and all complaints concerning the amount of any special assessment established pursuant to the procedures set forth in Chapter 9, Article I, Section 9-5, Punta Gorda Code, and shall adjust and equalize the special assessments, when it deems such action is necessary. The Code Enforcement Board may only adjust or equalize the established special assessment upon a showing by an interested party that the amount of the established special assessment is unreasonable or that the property will not derive any special benefit from the improvements made by the City. The Code Enforcement Board shall follow the procedures set forth in Chapter 9, Article I, Section 9-5, Punta Gorda Code.
- (i) Pursuant to Chapter 9, Article II, Section 9-7, Punta Gorda Code, the Code Enforcement Board shall hold a hearing to consider objections by property owners to the City's intent to revoke an exemption under the City's Mandatory Lot Mowing Program. At such hearings, it should be the property owner's burden to demonstrate good cause why the exemption should not be revoked. The Code Enforcement Board shall issue a written order either granting or denying a property owner's request that their exemption should not be revoked.
- (j) Pursuant to Chapter 9, Article II, Section 9-7, Punta Gorda Code, the Code Enforcement Board shall have the duty and responsibility to hold hearings to consider any objections or defenses to the levy of a lien against the delinquent properties under the City's Mandatory Lot Mowing Program. The owner of record of any property proposed to be liened for delinquent lot mowing fees, or any person having an interest therein, may appear at the hearings and voice any objections to the proposed lien or the amount thereof. Objections may also be submitted in writing either prior to or at the time of the hearing. At the hearing, the Code Enforcement Board may recommend to City Council a modification or correction of any proposed lien amount, provided that no lien amount may be increased over the amount in the proposed roll. After the hearing, the Code Enforcement Board shall certify the delinquent user fee roll to the City Council.
- (k) Pursuant to Chapter 9, Article II, Section 9-8, Punta Gorda Code, the Code Enforcement Board shall hear all appeals by any person aggrieved by any order or notice issued by the City pursuant to the City's Mandatory Lot Mowing Program. It shall be the burden of any aggrieved person to demonstrate that the contested order or notice was unreasonable.

- (l) The Code Enforcement Board shall have such other duties and powers as assigned to it by the City Council pursuant to duly adopted ordinances of the City.

Section 9A-6. Enforcement Procedure

- (a) Only a Code Compliance Officer may initiate enforcement proceedings to remedy a violation of any Code.
- (b) Except as provided in subsections (c) and (d) herein, if a violation of any Code is found, the Code Compliance Officer shall issue a Notice of Violation to the violator in accordance with the notice provisions of this Chapter, notifying the violator of the provisions of the Code alleged to have been violated and giving him or her a reasonable time to correct the violation(s). Should the violation(s) continue beyond the time specified for correction, the Code Compliance Officer shall prepare an Affidavit of Violation and provide said Affidavit to the Clerk who shall serve the Affidavit together with a Notice of Mandatory Hearing upon the violator pursuant to the notice provisions of this Chapter. The Notice of Mandatory Hearing shall specify the date and location of the hearing before the Code Enforcement Board. If the violation is corrected and then recurs, or if the violation has been corrected prior to the scheduled Code Enforcement Board hearing, the case may nevertheless be presented for a finding of a violation and the issuance of a "cease and desist" order. The Notice of Violation shall so state.
- (c) If a repeat violation is found, the Code Compliance Officer shall prepare an Affidavit of Violation and provide said Affidavit to the Clerk who shall serve the Affidavit together with a Notice of Mandatory Hearing upon the violator pursuant to the notice provisions of this Chapter. It shall not be necessary to give the violator a reasonable time to correct the repeat violation. The case may be presented to the Code Enforcement Board even if the repeat violation has been corrected. The Notice of Mandatory Hearing shall so state.
- (d) If the Code Compliance Officer has reason to believe a violation or condition causing the violation presents a serious threat to the public health, safety, and welfare, or if the violation is irreparable or irreversible in nature, the Code Compliance Officer shall prepare an Affidavit of Violation and make a reasonable effort to serve said Affidavit upon the violator. The Code Compliance Officer may immediately provide said Affidavit of Violation to the Clerk who shall serve the Notice of Violation together with a Notice of Mandatory Hearing upon the violator pursuant to the notice provisions of this Chapter. The Notice of Mandatory Hearing shall specify the date and location of the hearing before the Code Enforcement Board. If necessary, an emergency hearing before the Code Enforcement Board may be scheduled.
- (e) If the owner of the property that is the subject of an enforcement proceeding before the Code Enforcement Board transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:

1. Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee;
2. Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the owner;
3. Disclose, in writing, to the prospective transferee that the transferee, as the new owner, will be responsible for compliance with the applicable code provisions which are the subject of the pending proceeding, and with any orders issued in the code enforcement proceeding;
4. File a notice with the Code Compliance Officer of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within 5 days after the date of the transfer.

It shall be a violation of this Chapter for the owner of the property that is the subject of an enforcement proceeding before the Code Enforcement Board to fail to comply with the requirements of this subsection. Pursuant to Section 162.06, Florida Statutes, a failure to make the disclosures described in this subsection before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is held. The City may proceed against both the owner who was responsible for the violation and the new owner.

Section 9A-7. Conduct of Hearing

- (a) The Code Enforcement Board shall meet on a regular schedule as set by the City Council, or at such other times upon request of a Code Compliance Officer. The chairman of the Code Enforcement Board may call a hearing of the Code Enforcement Board, and hearings may also be called by written notice signed by at least three (3) members of the Code Enforcement Board. The City Council shall provide clerical and administrative personnel as may be reasonably required by the Code Enforcement Board for the proper performance of its duties.
- (b) Minutes shall be kept by the Clerk of all hearings of the Code Enforcement Board and all proceedings shall be electronically recorded. It shall not be necessary for the Clerk to prepare a verbatim transcript of the proceedings. All hearings and proceedings shall be open to the public, however, only parties and their witnesses shall have a right to testify.
- (c) Each case before the Code Enforcement Board shall be presented by the Prosecutor or by Code Compliance Officers.

- (d) Upon the request of the Chairman of the Code Enforcement Board, an attorney shall attend a Code Enforcement Board hearing to serve in the capacity as the Board Attorney.
- (e) The Code Enforcement Board shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The Code Enforcement Board shall take testimony from the Code Compliance Officer, the alleged violator, and any witnesses presented by either party. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.
- (f) At the commencement of the proceedings, the Respondent shall be asked whether he/she pleads guilty or not guilty. If the Respondent pleads guilty, then the Code Enforcement Board shall only consider evidence and testimony to determine the appropriate action to be taken as a consequence of the admitted violation. If the Respondent pleads not guilty, then the order of presentation shall be as follows:
 - 1. The Code Compliance Officer, with the assistance of the Prosecutor, shall present the City's case-in-chief, including direct testimony of all of the City's witnesses, the opportunity for the Respondent to cross-examine each of the City's witnesses, the re-direct examination of the City's witnesses, and the presentation of all documentary evidence.
 - 2. Any member of the Code Enforcement Board may, through the Chairman, ask questions of any City witness.
 - 3. The Respondent shall present his/her case-in-chief, including direct testimony of all of the Respondent's witnesses, the opportunity for the Respondent to cross-examine each of the City's witnesses, the re-direct examination of the City's witnesses, and the presentation of all documentary evidence.
 - 4. Any member of the Code Enforcement Board may, through the Chairman, ask questions of any of the Respondent's witnesses.
 - 5. The Code Compliance Officer, with the assistance of the Prosecutor may present any rebuttal, if necessary.
 - 6. The Respondent may present a closing statement.
 - 7. The Code Compliance Officer, with the assistance of the Prosecutor may present a closing statement.
- (g) If the Respondent elects to be represented by legal counsel, a Notice of Appearance must be filed with the Clerk by the legal counsel no later than five (5) business days prior to the date of the hearing. If a Notice of Appearance is not timely filed and legal counsel for the Respondent appears at the hearing, the Prosecutor shall be granted a continuance upon request.

- (h) Where all parties to the case agree to continuing the hearing, they shall provide written confirmation of their consent to the Clerk. Upon the Clerk's receipt of written confirmation of consent to the continuance of all parties, the Clerk shall reschedule the hearing for the next regularly scheduled hearing date or the hearing date requested by the parties pursuant to their agreement. If all the parties agree to the continuance, it shall not be necessary to also obtain the approval of the Code Enforcement Board. In those cases where a continuance is sought by one party without the consent of the other party or parties to the case, the request for continuance shall be presented to the Code Enforcement Board on the date the hearing has been scheduled. After hearing argument from the parties, the Code Enforcement Board shall rule on whether a continuance should be granted, and if so, to what date.
- (i) At the conclusion of the hearing, the Code Enforcement Board shall issue findings of fact, based on competent, substantial evidence of record, and conclusions of law, and shall issue an order affording the proper relief consistent with the powers granted by this Chapter. The finding shall be by motion approved by a majority of those members present and voting, except that at least four members must vote in order for the action to be official. The order may include a notice that it must be complied with by a specified date and that a fine may be imposed.

If the violation is of the type described in Section 9A-6(d) of this Chapter, the Code Enforcement Board shall authorize the City Council to take all necessary actions to correct the violation if the violator fails to do so by the date set by the Code Enforcement Board. The City's cost of repairs to correct the violation may be included along with the fine determined by the Code Enforcement Board, if the violation is not corrected by the time set by the Code Enforcement Board.

If the violation is of the type described in Section 9A-6(d) of this Chapter, and if the City is required to correct the violation before a hearing can be convened before the Code Enforcement Board, the Code Enforcement Board may ratify the actions taken by the City to take all necessary actions to correct the violation, and the City's cost of repairs to correct the violation may be included along with the fine determined by the Code Enforcement Board.

- (j) If the City prevails in prosecuting a case before the Code Enforcement Board, it shall be entitled to recover all costs incurred in prosecuting the case before the Code Enforcement Board, and such costs may be included in the lien authorized by this Chapter. The Code Enforcement Board's order shall include all costs permitted to be recovered under the law.
- (k) A certified copy of the Code Enforcement Board's order may be recorded in the public records of Charlotte County, Florida and if so recorded, shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns. A certified copy of the Code Enforcement Board's order may also be recorded in the public records of any county where the violator has any real or personal property. If a recorded order

is complied with by the date specified in the order, the Clerk, on behalf of the Code Enforcement Board, shall issue an order acknowledging compliance that shall be recorded in the public records where the initial order was recorded.

- (l) A copy of all orders issued by the Code Enforcement Board shall be filed with the Clerk promptly after issuance and shall be deemed rendered upon the date of said filing. A copy of all such orders shall be personally served on the violator, or on the violator's legal counsel, or by certified mail to the violator within ten (10) days following the date the order is rendered.

{Ord. No. 1803-14; <sec> 3, 12-17-2014}

Section 9A-8. Administrative Fines, Costs of Repair, and Liens

- (a) When a Code Compliance Officer determines that an order of the Code Enforcement Board has not been complied with by the set time, or upon a finding that a repeat violation has been committed, the Code Compliance Officer shall prepare an Affidavit of Violation and provide said Affidavit to the Clerk who shall serve the Affidavit together with a Notice of Mandatory Penalty Hearing upon the violator pursuant to the notice provisions of this Chapter. The Notice of Mandatory Penalty Hearing shall specify the date and location of the hearing before the Code Enforcement Board.
- (b) At the penalty hearing, upon a finding of non-compliance with an order of the Code Enforcement Board, the Code Enforcement Board may impose a fine for each day of non-compliance with the Board's order. In the event of a repeat violation, the Code Enforcement Board may impose a fine for each day the repeat violation was found to exist.
- (c) If a penalty hearing is held, testimony shall be limited to the issue of compliance with the Code Enforcement Board's initial order. No new evidence as to whether there was a violation in the first instance shall be allowed.
- (d) If the violation is of the type described in Section 9A-6(d) of this Chapter, the Code Enforcement Board shall authorize the City Council to make all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable cost of the repairs along with the fine imposed pursuant to this Section. Making such repairs does not create a continuing obligation on the part of the City to make further repairs or to maintain the property and does not create any liability against the City for any damages to the property if such repairs were completed in good faith.
- (e) A fine imposed pursuant to this Chapter shall not exceed \$250.00 per day for a first violation and shall not exceed \$500.00 per day for a repeat violation, and, in addition, shall include all costs allowed to be recovered pursuant to this Chapter.
- (f) If the Code Enforcement Board finds the violation to be irreparable or reversible in nature, it may impose a fine not to exceed \$5,000.00 per violation, in addition to all costs allowed to be recovered pursuant to this Chapter.

- (g) In determining the amount of any fine, the Code Enforcement Board shall consider the following factors: the gravity of the violation, any actions taken by the violator to correct the violation, and any previous violations committed by the violator.
- (h) The Code Enforcement Board shall reserve jurisdiction to reduce any fine it has imposed upon a violator pursuant to this Chapter. Prior to consideration of any such request for a fine reduction, the violator must be in full compliance with any order issued by the Code Enforcement Board.
- (i) A certified copy of the Code Enforcement Board's order may be recorded in the public records of Charlotte County, Florida and any other county wherein the violator owns any real or personal property. Upon recording, the order shall constitute a lien against the land on which the violation occurred and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this State, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes.
- (j) A fine imposed pursuant to this Chapter shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to this Chapter, whichever occurs first. A lien arising from a fine imposed pursuant to this Chapter runs in favor of the City. The City may execute a satisfaction or release of lien entered pursuant to this Chapter.
- (k) After three (3) months from the filing of any lien which remains unpaid, the Code Enforcement Board, with the consent of the City, may authorize the City Attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this Chapter may be foreclosed on real property which is a homestead under Article X, Section 4, Florida Constitution. The money judgment provisions of this Chapter shall not apply to real property or personal property which is covered under Article X, Section 4(a), Florida Constitution.
- (l) No lien created under this Chapter shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless within that time an action is commenced pursuant to this Chapter in a court of competent jurisdiction. In an action to foreclose on a lien or for a money judgment, the prevailing party is entitled to recover all costs, including reasonable attorney's fees that it incurs in the action. The City shall be entitled to collect all costs incurred in recording and satisfying a valid lien. The continuation of the lien affected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

{Ord. No. 1855-16, <sec> 1, 08-31-2016}

Section 9A-9. Notices

- (a) All notices required by this Chapter must be provided to the alleged violator by:

1. Certified mail, and at the option of the City return receipt requested, to the address listed in the Charlotte County Tax Collector's office for tax notices or to the address listed in the Charlotte County Property Appraiser's database. The City may also provide an additional notice to any other address it may find for the property owner. For property owned by a corporation, notices may be provided by certified mail to the registered agent of the corporation. If any notice sent by certified mail is not signed as received within 30 days after the postmarked date of mailing, notice may be provided by posting as described in this Section;
 2. Hand delivery by the sheriff or other law enforcement officer, Code Compliance Officer, or other person designated by the City;
 3. Leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; or
 4. In the case of commercial premises, leaving the notice with the manager or other person in charge.
- (b) In addition to providing notice as set forth in subsection (a), at the option of the Code Enforcement Board or the City, notice may be served by publication or posting, as follows:
1. Such notice shall be published once during each week for 4 consecutive weeks (four publications being sufficient) in a newspaper of general circulation in Charlotte County, Florida. The newspaper shall meet such requirements as are prescribed under Chapter 50, Florida Statutes for legal and other advertisements, as the same may from time to time be amended.
 2. Proof of publication shall be made as provided in Sections 50.041 and 50.051, Florida Statutes, as the same may from time to time be amended.
 3. In lieu of publication, such notice may be posted at least 10 days prior to the Code Enforcement Board hearing, or prior to the expiration of any deadline contained in the notice, in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at the City Hall.
 4. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.
 5. Notice by publication or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or mail as required under subsection (a), herein.
- (c) Evidence that an attempt has been made to hand deliver or mail notice as provided in subsection (a), herein, together with proof of publication or posting

as provided in subsection (b), herein, shall be sufficient to show that the notice requirements of this Section have been met, without regard to whether or not the alleged violator actually received such notice.

{Ord. No. 1803-14, <sec> 4, 12-17-2014}

Section 9A-10. Citations

- (a) In addition to the enforcement procedures provided in Section 9A-6 of this Chapter, a Code Compliance Officer is authorized to issue a citation to a violator when, based upon personal investigation, the Code Compliance Officer has reasonable cause to believe that the violator has committed a violation of any Code. Citations shall be issued only when the Code Compliance Officer has determined that the violation presents a serious threat to the public health, safety or welfare, or if the violation is irreparable or irreversible, i.e., has already taken place and that it would serve no useful purpose in presenting the case to the Code Enforcement Board to seek compliance.
- (b) A citation issued by a Code Compliance Officer shall be in a form prescribed by the City which, at a minimum, shall contain:
1. The date and time of issuance;
 2. The name and address of the person to whom the citation is issued;
 3. The date and time the Code violation was committed;
 4. The facts constituting the Code violation;
 5. The number or section of the Code alleged to be violated;
 6. The name and authority of the Code Compliance Officer;
 7. The applicable fine to be paid if the violator elects not to contest the citation;
 8. The applicable fine which may be assessed should the violator elect to contest the citation and be found by the Code Enforcement Board to have committed the violation;
 9. The procedure for paying the applicable fine;
 10. The procedure for contesting the citation to the Code Enforcement Board; and
 11. A conspicuous statement that if the person fails to pay the fine within the time allowed, or fails to timely contest the citation, he/she shall be deemed to have waived his/her right to contest the citation and that, in such case, will be deemed to be in violation of this Chapter whereupon the Code Enforcement Board may impose a fine against the violator up to the maximum fine.
- (c) Unless otherwise expressly prescribed in the City's Code, the fine for a first offense of a violation to be enforced by means of a citation shall be \$25.00; the fine for a second offense shall be \$100.00; and all additional offenses shall be \$250.00 per offense. Code Compliance Officers shall have the discretion to issue a written warning instead of a citation for a first offense.
- (d) A violator issued a citation shall pay the applicable fine to the City Clerk or shall file a written notification with the Code Compliance Division of the violator's intent to contest the citation within ten (10) days of the issuance of the citation.

- (e) If a violator elects to contest a citation to the Code Enforcement Board, the City shall serve a Mandatory Notice of Hearing Notice upon the violator pursuant to the notice provisions of this Chapter. The Notice of Mandatory Hearing shall specify the date and location of the hearing before the Code Enforcement Board.
- (f) The hearing before the Code Enforcement Board shall be conducted as provided in Section 9A-7 of this Chapter.
- (g) If the violator elects to contest a citation, the violator will be deemed to have waived his/her right to pay the fine assessed on the citation. Upon the finding of a violation, the Code Enforcement Board may assess the fines and costs provided in Section 9A-8 of this Chapter.
- (h) If the violator fails to pay the fine within the time allowed, or fails to timely contest the citation, he/she shall be deemed to have waived his/her right to contest the citation and that, in such case, will be deemed to be in violation of this Chapter and the Code Enforcement Board may impose a fine against the violator up to the maximum fine.

Section 9A-11. Appeals

An aggrieved party, including the City, may appeal a final administrative order of the Code Enforcement Board to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the Code Enforcement Board. An appeal shall be filed within 30 days of the execution of the order to be appealed.

Section 9A-12. Alternative Enforcement Remedies

The provisions of this Chapter are intended to provide an additional or supplemental means of obtaining compliance with the City's Codes. Nothing contained herein shall prohibit the City from enforcing violations of its Codes by any other means authorized by law.

Section 9A-13. Fines for Citation Purposes

Except as otherwise provided in the Punta Gorda Code, the following fines shall be imposed if a Code Compliance Officer elects to enforce a Code violation by means of a citation pursuant to this Chapter. Each day a violation exists shall be considered a separate violation.

(a) PUBLIC WORKS DEPARTMENT.

Description of Violation and Associated Fine

1.	Any object/structure attached to or resting on/or		
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	against the seawall is prohibited and shall be removed and seawall repaired; cleats specifically installed in the seawall cap prior to December 19, 1990 are exempt; however, use of cleats to tie a boat, regardless of date of installation, is prohibited		
		First Offense	\$100.00
		Second Offense	\$200.00
2.	Any (non-permittable) alteration to the seawall or structures in the waterways is prohibited and shall be removed and/or repaired		
		First Offense	\$100.00
		Second Offense	\$200.00
3.	Use of any structures for the purpose of securing watercraft within six (6) feet landward of the seawall which cause damage to seawall tie-rods or deadmen or encroach into a drainage easement are prohibited.		
		First Offense	\$100.00
		Second Offense	\$200.00
4.	Improper maintenance/appearance of docks, piers, posts, pilings, bulkheads, boat lifts, etc., which may pose a hazard to safety or constitute visual blight is prohibited and shall be repaired and/or replaced.		
		First Offense	\$100.00
		Second Offense	\$200.00
5.	Any action or condition to impose a substantial hydrostatic force against a seawall such as improper routing of stormwater from roof drains, excessive watering of vegetation, backwashing/overflow drains from ponds, water filter/softeners or any other device are prohibited and such condition shall be abated.		
		First Offense	\$100.00
		Second Offense	\$200.00
6.	Alterations, connections or additions to the City water, wastewater and stormwater systems, whether in the public right-of-way, on private property or within easement areas without a permit from the appropriate City department are prohibited and shall be abated.		
		First Offense	\$100.00
		Second Offense	\$200.00
7.	Tampering or interference with the City water, wastewater and/or storm water systems whether in		

	the public right-of-way, on private property or within easement areas is prohibited.		
		First Offense	\$500.00
		Second Offense	\$500.00
8.	Damage to the City's public transportation structures such as bridges, guardrails, handrails, sidewalks, street lights, etc., is prohibited.		
		First Offense	\$100.00
		Second Offense	\$200.00
9.	Damage to public or City-owned roadways such as deposits or spillage of substances which can deteriorate the pavement surface and also actions that physically alter the roadway such as holes, depressions, bumps, etc., in the road surface is prohibited		
		First Offense	\$250.00
		Second Offense	\$500.00
10.	Damage to or tampering with any landscaping, irrigation systems, or appurtenances in the public right-of-way, easement area, or City-owned property is prohibited.		
		First Offense	\$100.00
		Second Offense	\$200.00
11.	Alterations or damage to storm drainage systems such as curb and gutter inlets, catch basins, drainage and under drainage piping, headwalls, drainage swales, filters, retention area, etc., are prohibited.		
		First Offense	\$100.00
		Second Offense	\$200.00
12.	Improper maintenance of stormwater facilities.		
		First Offense	\$100.00
		Second Offense	\$200.00
13.	Placement of any object or structure in the public right-of- way or easement areas not permittable by the City engineering department which may pose a safety hazard or interfere with storm drainage or other utilities, to include, but not limited to mailbox supports, basketball assembly supports, curbing, sidewalks, and landscaping is prohibited		
		First Offense	\$100.00
		Second Offense	\$200.00
14.	Damage to or tampering with any traffic regulation,		

	signage, signals or pavement markings is prohibited.		
		First Offense	\$500.00
		Second Offense	\$500.00
15.	Any condition in violation of uses of water during water emergency within and without the City limits.		
		First Offense	\$25.00
		Second Offense	\$50.00
		Third Offense	\$250.00
16.	Placement of any material or structure not permissible per City ordinances or rulings within twenty (20) feet landward of a canal seawall is prohibited and shall be removed.		
		First Offense	\$100.00
		Second Offense	\$200.00

(b) BUILDING DEPARTMENT.

Description of Violation and Associated Fine

1.	Failure to obtain a certificate of competency.	Fine	\$150.00
2.	Hiring of an unlicensed contractor.	Fine	\$150.00
3.	Willful and deliberate disregard or negligent violation of the City's Building Code or other City ordinances regulating building or construction	Fine	\$150.00
4.	Failure to obtain a building permit.	Fine	\$150.00
5.	Proceeding with work after a "stop work order" has been placed.	Fine	\$150.00
6.	Failure to correct violations within a reasonable time period	Fine	\$100.00
7.	Construction during prohibited hours.	First Offense	\$250.00
		Second Offense	\$500.00

(c) ZONING DIVISION.

Description of Violation and Associated Fine

1.	The keeping, storage, depositing or accumulation on the premises for an unreasonable period of time of any personal property, including but not limited to		
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	abandoned, wrecked, dismantled or inoperative vehicles or watercraft, automotive parts and equipment, watercraft parts and equipment, appliances, furniture, containers, packing material, scrap metal, wood, building materials, junk, rubbish and debris which is within the view at ground level of persons on adjacent or nearby real property or the public right-of-way and which constitutes visual blight or reduces the aesthetic appearance of the neighborhood or is offensive to the senses or is detrimental to nearby property or property values is prohibited and shall be abated. Nothing contained herein shall preclude the use of aerial photographs as evidence in any enforcement proceeding to show the existence of a violation of this Article		
		First Offense	\$100.00
		Second Offense	\$200.00
2.	The keeping, storage, depositing or accumulation of dirt, sand, gravel, concrete and other similar materials for an unreasonable period of time which constitutes visual blight or reduces the aesthetic appearance of the neighborhood or is offensive to the senses or is detrimental to nearby property or property values is prohibited and shall be abated.		
		First Offense	\$100.00
		Second Offense	\$200.00
3.	The operation of a junk yard or automobile dismantling yard, except in zoning districts which allow such use by special exception is prohibited and shall be abated		
		First Offense	\$100.00
		Second Offense	\$200.00
4.	Any vehicle which is inoperative or unlicensed for a period of ten (10) days is prohibited on public or private property unless within a completely enclosed garage. This subsection does not apply to the <u>Special Purpose (SP) district provided the site has a valid Local Business Tax Receipt which permits the on-site storage of such vehicles.</u>		
		First Offense	\$100.00
		Second Offense	\$200.00
5.	Any watercraft which is inoperative, unregistered or appears to be in a state of decay and/or abandonment, as determined by the department head, shall be prohibited on any waterway, shore,		

	private and public property unless within a completely enclosed garage or building. This subsection does not apply to the Special Purpose (SP) district provided the site has a valid Local Business Tax Receipt which permits the on-site storage of such watercraft		
		First Offense	\$100.00
		Second Offense	\$200.00
6.	The placement or deposit of any effluvia, refuse, paint overspray or debris from sanding vessels over the water, or byproducts of decaying animal or vegetable matter, or the directing or routing of any stormwater from roof drains, pool water, water filter/softeners, or other water for fluid or other material in any of the canals, waterways, ditches, storm drains or water reservoirs in the City is considered a nuisance and may be of injurious or detrimental to the health, safety, and welfare of the community.		
		First Offense	\$100.00
		Second Offense	\$200.00
7.	Any dangerous, unsightly or blighted condition which is detrimental to the health, safety or welfare of the public		
		First Offense	\$100.00
		Second Offense	\$200.00
8.	Any condition in violation of the City of Punta Gorda Code not specifically listed herein.		
		First Offense	\$100.00
		Second Offense	\$200.00

(d) FIRE DEPARTMENT.

Description of Violation and Associated Fine

1.	Obstruction of fire hydrant and/or fire department connections.	First Offense	\$100.00
		Second Offense	\$200.00
2.	Parking in a Fire Lane.	First Offense	\$100.00
		Second Offense	\$200.00
3.	Locked or blocked exit.	First Offense	\$100.00
		Second Offense	\$200.00
4.	Failure to maintain exit lights	First Offense	\$100.00

		Second Offense	\$200.00
6.	Failure to maintain emergency lights.	First Offense	\$100.00
		Second Offense	\$200.00
7.	Failure to maintain fire alarm system.	First Offense	\$100.00
		Second Offense	\$200.00
8.	Failure to maintain stand pipe system.	First Offense	\$100.00
		Second Offense	\$200.00
9.	Failure to maintain fire sprinkler system.	First Offense	\$100.00
		Second Offense	\$200.00
10.	Failure to maintain fire extinguisher system.	First Offense	\$100.00
		Second Offense	\$200.00
11.	Failure to maintain portable fire extinguisher.	First Offense	\$100.00
		Second Offense	\$200.00
12.	Improper occupant load in place of assembly.	First Offense	\$100.00
		Second Offense	\$200.00
13.	Any condition in violation of the Life Safety Code, NFPA-101, as may be amended from time to time.	First Offense	\$100.00
		Second Offense	\$200.00

{Ord. No. 1774-13, <sec> 2, 11-20-2013; Ord. No. 1833-15, <sec> 1, 12-02-2015}

Application Form

Introductory Information

Profile

Robert J Engelhart
First Name Middle Initial Last Name

cdrbob@yahoo.com
Email Address

3807 Turtle Dove Blvd Turtle Dove Blvd
Home Address Suite or Apt

Punta Gorda FL 33950
City State Postal Code

Home: (941) 286-1257 Mobile: (941) 286-1257
Primary Phone Alternate Phone

Do you reside within the incorporated City limits of Punta Gorda?

☒ Yes ☐ No

Are you a full-time resident of the City?

☒ Yes ☐ No

Current/Former Occupation:

Naval Officer

Work Experience:

Various administrative and executive positions throughout a naval career.

[Bio-Brief_Brief_2024_Sep.pdf](#)
Upload a Resume

Education (post-secondary educational institutions attended):

BS Business Administration, University of North Florida, 1981 MS Business Administration, Boston University, 1984

Community Involvement:

Treasurer, Bay O Vista, San Leandro, CA Homeowners' Improvement Association (BOVIA) Member, Eden Township Healthcare District, Citizen Health Advisory Committee Volunteers in Police Service, San Leandro, CA Volunteers in Police Service, Marine Patrol, Punta Gorda PGI Civic Association Car Club, Treasurer

Why are you interested in serving on a board or commission?

To continue public service and to serve my community

Interests/Activities:

Sailing Antique car activities

Which Boards would you like to apply for?

Code Enforcement Board: Submitted

Punta Gorda Isles Canal Advisory Committee: Submitted

General Employees' Pension Board: Submitted

Firefighters' Pension Board: Submitted

Bylaws/Ordinances

I have reviewed the governing document(s) for the board(s) to which I am applying and understand what my role as a member will be, and I have the necessary time to devote to serving on the board(s) to which I am applying.

☒ I Agree

Compliance with Laws

I will comply with all applicable laws including, but not limited to, Florida's Public Records Law (Florida Statutes Chapter 119) and the Sunshine Law (Florida Statutes Section 286.011). I will review materials supplied on these subjects by the City Clerk's Office.

☒ I Agree

Question applies to multiple boards

Florida law requires members of one or more of the boards you have selected to file a Form 1 Financial Disclosure, which must be submitted to the Florida Commission on Ethics within 30 days of appointment. Are you willing to serve on such a board?

☒ Yes ☐ No

Question applies to multiple boards

Would you be willing to serve as an alternate?

☒ Yes ☐ No

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

Have you ever held a professional license or certificate?

☐ Yes ☒ No

Are you a graduate of the Punta Gorda Citizens' Academy?

☐ Yes ☒ No

Concluding Information

ROBERT J. ENGELHART
CAPTAIN, UNITED STATES NAVY
RETIRED

Robert Engelhart is a retired U.S. Navy Captain who has served in assignments around the world and across the country and who moved to Punta Gorda in July 2019.

Robert's public service continued after retirement from the Navy in 2007, serving as Treasurer, Bay O Vista, San Leandro, CA Improvement Association (BOVIA), Member, Eden Township Healthcare District, Citizen Health Advisory Committee and San Leandro, CA Police Volunteers in Police Service (Oct 2012 to Oct 2016.) He has continued his public service in Punta Gorda by serving as a member of the Punta Gorda Volunteer in Police Service, Marine Patrol since 2021.

Robert has earned undergraduate and graduate degrees in Business Administration and is a Diplomat and Certified Healthcare Executive (CHE, Retired) of the American College of Healthcare Executives. He also has earned a U. S. Coast Guard Master 50 ton license.

Robert enjoys Punta Gorda retired life with his wife Susan, participating in many sailing and antique car activities and visiting their daughter and grand children in NY state.

Application Form

Introductory Information

Profile

David

First Name

Hooper

Last Name

powerquip@sbcglobal.net

Email Address

2521 W Marion Ave.

Home Address

Apt 312

Suite or Apt

Punta Gorda

City

FL

State

33950

Postal Code

Mobile: (219) 628-1416

Primary Phone

Alternate Phone

Do you reside within the incorporated City limits of Punta Gorda?

☒ Yes ☐ No

Are you a full-time resident of the City?

☒ Yes ☐ No

Current/Former Occupation:

President/CEO

Work Experience:

Business owner for the past 20 plus years. See resume for greater detail.

[Resume_May_2024.pdf](#)

Upload a Resume

Education (post-secondary educational institutions attended):

All detailed on resume.

Community Involvement:

Current Treasurer for the Promenades East Condominium Association - Port Charlotte FL
Past Board President for the Isles Cove Condominium Association - Punta Gorda FL

Why are you interested in serving on a board or commission?

At this time of my life it is time to start giving back and sharing my experiences and knowledge which I have picked up along the way.

Interests/Activities:

Family & international affairs.

Which Boards would you like to apply for?

Code Enforcement Board: Submitted

Bylaws/Ordinances

I have reviewed the governing document(s) for the board(s) to which I am applying and understand what my role as a member will be, and I have the necessary time to devote to serving on the board(s) to which I am applying.

☒ I Agree

Compliance with Laws

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☒ I Agree

Question applies to multiple boards

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☒ Yes ☐ No

Question applies to multiple boards

Would you be willing to serve as an alternate?

☒ Yes ☐ No

Have you served on a City of Punta Gorda Board previously?

☐ Yes ☒ No

Are you currently serving on a City Board?

☐ Yes ☒ No

Have you ever held a professional license or certificate?

☐ Yes ☒ No

Are you a graduate of the Punta Gorda Citizens' Academy?

☐ Yes ☒ No

Concluding Information

David Hooper

Cell - (219) 628-1416 email: powerquip@sbcglobal.net

Objective

To share my years of engineering, entrepreneurial and managerial skills with an organization who can benefit from my specific skill set.

Top Strengths

New business development, retention & customer service – creative – learner – self-reliant – mechanically astute

Selected Achievements

- Developed a material handling company from the ground up and managed growth over 20 years to become one of Chicagoland's largest independent forklift dealers.
- Gained loyalty from accounts in retail, utilities, steel making, distribution with 95% of the customers gained in my first year were still customers in year 20.
- Customers ranged from single manual pallet truck users to companies with fleets of over two hundred trucks across all industries, private, publicly traded, and governmental.
- Expanded from my first building of 2,000 sq feet to a 15,000 sq ft unit in year 5.
- Developed a transportation division running two roll back delivery trucks & multiple mobile service units.
- Incorporated a full machine and fabrication shop to enhance our product offerings to new and existing clients.
- Built up a large forklift rental division and loaner program to feed the expanded shop service capabilities.
- Added to my staffing levels each year as the company grew and never laid off staff even during the 2008/2009 economic downturn.
- Was fierce competition for the multinational and factory forklift suppliers to where I could outperform them at every turn. Finally sold my "book of business" to a large publicly traded forklift company and relocated to Florida in 2020.

Employment:

President & CEO – PowerQuip LLC (Independent forklift dealer)	Mar 03 - Present
Territory Manager – Rudd Equipment (Volvo Construction Equipment)	Jan 02 - Mar 03
Territory Manager – Material Handling Services – (Clark forklift dealer)	April 94 - Jan 02
Territory Manager – Scott Lift Truck – (Komatsu forklift dealer)	June 90 - April 94
Territory Manager - Cannon Material Handling Ltd – (Nissan forklift dealer) (U.K.)	
Mechanical Technician – Carnival Cruise Lines (Casino Operations)	
President – LEDA Alarms – (Security, CCTV, Access Control) (U.K.)	
Tool & Die Maker – F.W. Braby Liverpool Ltd. (U.K.)	

Education

F W Braby Liverpool Ltd – Four Year Indentured apprenticeship for Tool & Die Making

Hugh Baird College Liverpool – City & Guilds of London Institute
in the following disciplines:
General Engineering
Engineering Technology
Tool & Die Making

Application Form**Introductory Information****Profile**

Ronald

First Name

J

Middle
Initial

Muschong

Last Name

rjmuschong@yahoo.com

Email Address

2821 W MARION AVE

Home Address

Ronald Muschong

Suite or Apt

Punta Gorda

City

FL

State

33950

Postal Code

Do you reside within the incorporated City limits of Punta Gorda?☒ Yes ☐ No**Are you a full-time resident of the City?**☒ Yes ☐ No**Current/Formal Occupation:**

Police Officer

Work Experience:

25 years law enforcement; 4 years business owner; 5 years deputy director Michigan Paralyzed Veterans of America; 7 years Executive Director CIL of SWFL non-profit assisting persons with disabilities to remain independent.

[Resume.pdf](#)

Upload a Resume

Community Involvement:

ADA advisory board chairman, CC Computer club secretary, PRCC secretary,

Why are you interested in serving on a board or commission?

Civic duty

Interests/Activities:

Disability advocacy, fishing, boating.

Which Boards would you like to apply for?

Code Enforcement Board: Submitted

Bylaws/Ordinances

I have reviewed the governing document(s) for the board(s) to which I am applying and understand what my role as a member will be, and I have the necessary time to devote to serving on the board(s) to which I am applying.

☒ I Agree

Compliance with Laws

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☒ I Agree

Question applies to multiple boards

Florida law requires members of one or more of the boards you have selected to file a Form 1 Financial Disclosure, which must be submitted to the Florida Commission on Ethics within 30 days of appointment. Are you willing to serve on such a board?

☒ Yes ☐ No

Question applies to multiple boards

Would you be willing to serve as an alternate?

☒ Yes ☐ No

Have you served on a City of Punta Gorda Board previously?

☒ Yes ☐ No

Please indicate the Board(s) of prior service and dates served.

Police pension board 1996-2004

Are you currently serving on a City Board?

☐ Yes ☒ No

Have you ever held a professional license or certificate?

☐ Yes ☒ No

Are you a graduate of the Punta Gorda Citizens' Academy?

☐ Yes ☒ No

Concluding Information

Ronald J. Muschong
2821 W. Marion Avenue
Punta Gorda, FL 33950
941-637-7991

- 1963-1988 Warren Michigan Police Department (3rd largest city in Michigan).
1981 Appointed city's representative to the federal National Council on Disabilities (NCD).
Responsibilities:
Represented the city on a federal level on all issues pertaining to disability. Responded to concerns of resident with disabilities.
- 1985 Appointed chief of police. First chief in the country to lead a major police force from a wheelchair.
Responsibilities:
Administrate 350 person police department with a \$14 million budget. Maintain presence with elected officials local, state, federal level. Public speaking. Appointed to several disability organizations as an ex-officio member.
- 1988-1991 Mail Boxes Etc.
Owner/operator
- 1991-1996 Michigan Paralyzed Veterans of America
Deputy Executive Director
Responsibilities:
Director Government Relations
Worked closely with local, county and state legislators in addressing issues pertinent to veterans and all persons with disabilities. Testified before state committees. Maintained regular presence with key legislators.

Director Advocacy

- 1 of only 400 persons in the country to have been trained on the Americans with Disabilities Act (ADA) on a grant provided by the Department of Justice and the Equal Employment Opportunity Commission (the two enforcing agencies of the ADA). Public speaking to business community, units of government, general public and disability organizations and disabled persons.
- Testified in federal court as an expert witness in an ADA lawsuit.
- 1995 named Advocate of the Year from Michigan Multiple Sclerosis Society.

1996-1999

Attempted retirement

1999-2006

Center for Independent Living of SW FL., Inc.
Executive Director

Responsibilities:

- Responsible for operation of 10 person non-profit office, providing free services to persons with disabilities in the counties of Charlotte, Collier, Glades, Hendry and Lee in assisting them to remain independent and free from nursing home or similar housing.
- 2005 named employer of year for employment of persons with disabilities Goodwill Industries.

Consultant to the following on building and ADA issues pertaining to persons with disabilities.

- Lee County
- Charlotte county
- Punta Gorda ADA Coordinator
- City attorney City of Fort Myers.
- United Way Lee County
- Chairman Charlotte County ADA Advisory Group
- Past Chair Lee County ADA Advisory Group

2006-Present

Retired – dedicated to volunteer service to organizations promoting disability civil rights and education.