CITY COUNCIL AGENDA
326 W. MARION AVE., PUNTA GORDA, FLORIDA 33950
DECEMBER 2, 2026, 9:00 AM

MEMBERS

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

CITY OFFICIALS

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

CALL TO ORDER
Roll Call
Invocation
Pledge of Allegiance
Recognition of Veterans
Announcements
Next Meeting - January 6, 2027 at 9am, Regular City Council Meeting at City Hall Chambers located at 326 W. Marion Ave., Punta Gorda, FL 33950

AGENDA APPROVAL

1. PROCLAMATIONS / PRESENTATIONS

   1.a Recognition of Jake Dye

   1.b Christmas Parade Day

   1.c Charlotte High School Volleyball State Champions Day

   1.d Charlotte-DeSoto Building Industry Association Recognition

   1.e Presentation from the CDBIA on the AC Freeman House

2. PUBLIC INPUT

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

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

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

3.a LEGISLATIVE: GA-08-2026 - An ordinance of the City of Punta Gorda, Florida, amending Chapter 9A, Punta Gorda Code, the City of Punta Gorda Enforcement Code, to establish requirements and procedures for a special magistrate; providing for a savings clause; providing for scrivener's errors; providing for conflicts; providing for severability; and providing an effective date. FIRST READING.

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

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

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

5. **CONSENT AGENDA**

5.a Consent of Assignment from Downtown Bait & Tackle Shop to Punta Gorda Adventures.

5.b Invoice of Allen, Norton & Blue, P.A. for legal services rendered on October 31, 2026 in the amount of $519.05.

5.c Invoice of Leskovich Law Group, P.A. for legal services rendered through November 2026 in the amount of $5,850.00

6. REGULAR AGENDA

6.a "The Conquistadors" Mural Presentation

6.b Peace River Botanical & Sculpture Garden Public Art Proposal

6.c Metropolitan Planning Organization Consolidation Feasibility Report Update

6.d Parking Regulations for Medical Uses and Accessible Spaces

6.e Land Development Regulations Discussion

6.f Fee and Rate Study Proposal

6.g Award of Amendment to Carollo Engineers, Inc., of Sarasota, FL, to provide Wellfield Management professional services for Fiscal Year 26/27.

6.h Project Updates

7. **BOARDS / COMMITTEE**

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

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

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

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

7.e Announcement of Vacancies: Historic Preservation Advisory Board (1 alternate)

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

8. **REPORTS FROM CITY OFFICERS**

8.a City Clerk

8.b City Manager

8.c City Attorney

9. **COUNCIL MEMBER COMMENTS**

10. PUBLIC INPUT

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

ADJOURNMENT

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

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

CITY COUNCIL
CITY OF PUNTA GORDA
12/ 2/2026

PROCLAMATIONS / PRESENTATIONS

Title:	Recognition of Jake Dye
Funds:	Not applicable.
Recommended Action:	City Clerk Welch present the certificate to Jake Dye, outgoing Punta Gorda Isles Canal Advisory Committee member.
Summary:	Jake Dye has been a member of the Punta Gorda Isles Canal Advisory Committee since appointment on July 12, 2017. His final term ends January 3, 2026. The City recognizes Jake Dye for his 9 years of dedicated service.
Department/Division:	City Clerk

EXHIBITS:

1. Certificate of Appreciation

Certificate of Appreciation

This is to certify that the City of Punta Gorda does

hereby recognize

Jake Dye

for the dedicated service he has provided to the City

on the Punta Gorda Isles Canal Advisory Committee from

July 12, 2017, to January 3, 2027.

Sara Welch, City Clerk

Melissa Lockhart, Mayor

CITY COUNCIL
CITY OF PUNTA GORDA
12/ 2/2026

PROCLAMATIONS / PRESENTATIONS

Title: Christmas Parade Day

Funds:

Recommended Action: Present the proclamation to Bob White, Charlotte County Chamber of Commerce Chief Executive Officer.

Summary: The City of Punta Gorda proudly recognizes and celebrates the 48th Annual Charlotte County Chamber Christmas Parade, a time-honored tradition that embodies the joy, unity, and spirit of the holiday season. Through this proclamation, the City Council extends its sincere appreciation and gratitude to the Charlotte County Chamber of Commerce, its dedicated volunteers, generous sponsors, and community partners for their continued commitment to preserving this cherished tradition, fostering community pride, and bringing the magic and joy of Christmas to residents and visitors throughout Charlotte County.

Department/Division: City Clerk

EXHIBITS:

1. Christmas Parade Day

PROCLAMATION
City of Punta Gorda

WHEREAS, the Charlotte County Chamber of Commerce is devoted to enriching the vibrant business, civic, and cultural aspects of Charlotte County; and

WHEREAS, the magic of the Christmas season is brightened by the cherished tradition of the Chamber-sponsored Christmas Parade, a beloved event for our citizens and visitors alike; and

WHEREAS, 48th annual Christmas Parade will begin its merry march at twelve o'clock noon on Saturday, December 12, 2026; and

WHEREAS, this year's whimsical theme, "Sleigh Bells and Sea Shells," promises a magical spectacle for all to enjoy; and

WHEREAS, we are delighted to announce that the one and only Santa Claus himself will travel thousands of miles from the North Pole to attend this historic event in our beautiful City of Punta Gorda.

NOW, THEREFORE, the City Council of the City of Punta Gorda, Florida does hereby proclaim the twelfth of December 2026, as

Christmas Parade Day

and warmly encourages all residents, visitors, and families to gather along the parade route to share in the joy and wonder of this beloved community tradition.

PASSED AND DULY ADOPTED this second day of December 2026.

CITY OF PUNTA GORDA, FLORIDA

_____
Melissa Lockhart, Mayor

ATTEST:

_____
Sara Welch, City Clerk

CITY COUNCIL
CITY OF PUNTA GORDA
12/ 2/2026

PROCLAMATIONS / PRESENTATIONS

Title:	Charlotte High School Volleyball State Champions Day
Funds:	
Recommended Action:	The proclamation be presented to Michelle Dill, Lady Tarpons Volleyball Coach, and the Lady Tarpons Volleyball Team.
Summary:	The proclamation declares December 2, 2026, to be Charlotte High School Volleyball State Champions Day.
Department/Division:	City Clerk

EXHIBITS:

1. Charlotte High School Volleyball State Champions Day

PROCLAMATION
City of Punta Gorda

WHEREAS, Charlotte High School, established in 1926, has served the Punta Gorda community for a century with a proud tradition of excellence in academics, the arts, and athletics; and

WHEREAS, the Lady Tarpons volleyball team, led by Head Coach Michelle Dill and her coaching staff, demonstrated exception skill, discipline, and determination throughout the 2026 season, securing a second consecutive Gene Gorman Invitational championship and the Class 5A, District 11 title; and

WHEREAS, the team showcased remarkable resilience by navigating a challenging postseason, securing three consecutive five-set playoff victories culminating in a dramatic 19-17 final set victory over Archbishop McCarthy on November 7, 2026, to capture the Class 5A State Championship; and

WHEREAS, this poise under pressure reflects the character and teamwork of these student-athletes, as well as the steadfast support of their families, educators, and fans, bringing great honor to Charlotte High School, the City of Punta Gorda, and all of Charlotte County.

NOW, THEREFORE, the City Council of the City of Punta Gorda, Florida does hereby proclaim the second of December 2026, as

Charlotte High School Volleyball State Champions Day

and extends heartfelt congratulations to the players, coaches, and supporters of the Charlotte High School Lady Tarpons volleyball team on winning the 2026 Florida High School Athletic Association Class 5A State Championship.

PASSED AND DULY ADOPTED this second day of December 2026.

CITY OF PUNTA GORDA, FLORIDA

_____
Melissa Lockhart, Mayor

ATTEST:

_____
Sara Welch, City Clerk

CITY COUNCIL
CITY OF PUNTA GORDA
12/ 2/2026

PROCLAMATIONS / PRESENTATIONS

Title: Charlotte-DeSoto Building Industry Association Recognition

Funds:

Recommended Action: City Council present the proclamation to the Charlotte-DeSoto Building Industry Association.

Summary:

The City of Punta Gorda wishes to recognize and express its sincere appreciation to the Charlotte-DeSoto Building Industry Association (CDBIA) for its dedication, hard work, and commitment to the rehabilitation of the historic A.C. Freeman House. Through its efforts, CDBIA has helped restore and preserve an important piece of Punta Gorda's history while completing the project at a significantly lower cost than originally budgeted. This proclamation recognizes CDBIA's outstanding contributions and continued commitment to our community.

Department/Division: City Manager / Legal

EXHIBITS:

1. Charlotte-DeSoto Building Industry Association Recognition

PROCLAMATION
City of Punta Gorda

WHEREAS, the historic A.C. Freeman House has long been an important part of Punta Gorda's history, and preserving this landmark ensures that future generations can continue to appreciate its significance to our community; and

WHEREAS, he City of Punta Gorda originally budgeted $1,287,900 for the rehabilitation of the A.C. Freeman House, including $497,900 in state grant funding that was subsequently returned to the State; and

WHEREAS, the Charlotte-DeSoto Building Industry Association (CDBIA) stepped forward to take on this important project, completing the rehabilitation at an approximate cost of $420,000, significantly less than the City's original construction budget; and

WHEREAS, the rehabilitation included a new roof and gutter system, air conditioning, hurricane shutters, exterior railings, ADA-accessible decking, exterior painting and trim repairs, interior ceiling and wall repairs, refinishing of the floors, and mold remediation; and

WHEREAS, through its hard work, dedication, and commitment to our community, CDBIA has helped bring new life to this historic home while preserving the character and charm that make Punta Gorda so special; and

WHEREAS, the City of Punta Gorda is grateful to CDBIA for taking on this project and for demonstrating what can be accomplished when local organizations and the City work together toward a common goal.

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

Charlotte-DeSoto Building Industry Association

for its outstanding work in rehabilitating the historic A.C. Freeman House and for its continued commitment to preserving Punta Gorda's history and strengthening our community.

PASSED AND DULY ADOPTED this second day of December 2026.

CITY OF PUNTA GORDA, FLORIDA

_____
Melissa Lockhart, Mayor

ATTEST:

_____
Sara Welch, City Clerk

CITY COUNCIL
CITY OF PUNTA GORDA
12/ 2/2026

PROCLAMATIONS / PRESENTATIONS

Title: Presentation from the CDBIA on the AC Freeman House

Funds:

Recommended Action: Presentation

Summary: The CBDIA will be showing a presentation of the completed AC Freeman House project.

Department/Division: City Manager

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
12/ 2/2026

PUBLIC INPUT

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

Funds:

Recommended Action:

Summary:

Department/Division: City Clerk

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
12/ 2/2026

PUBLIC INPUT

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

Funds: Not applicable.

Recommended Action:

Summary:

Department/Division: City Manager

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
12/ 2/2026

PUBLIC HEARING AGENDA(Quasi-Judicial and Legislative)

Title:	**LEGISLATIVE:** GA-08-2026 - An ordinance of the City of Punta Gorda, Florida, amending Chapter 9A, Punta Gorda Code, the City of Punta Gorda Enforcement Code, to establish requirements and procedures for a special magistrate; providing for a savings clause; providing for scrivener's errors; providing for conflicts; providing for severability; and providing an effective date. **FIRST READING.**
Funds:	Not applicable.
Recommended Action:	City Council approve the ordinance at first reading.
Summary:	The proposed ordinance would provide for code compliance cases to be heard by a special magistrate.
Department/Division:	City Clerk

EXHIBITS:

1. Proposed Ordinance
2. Business Impact Estimate

CITY OF PUNTA GORDA, FLORIDA
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PUNTA GORDA, FLORIDA, AMENDING CHAPTER 9A, PUNTA GORDA CODE, THE CITY OF PUNTA GORDA ENFORCEMENT CODE, TO ESTABLISH REQUIREMENTS AND PROCEDURES FOR A SPECIAL MAGISTRATE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Chapter 162, outlines general procedures for the enforcement of municipal codes throughout the State of Florida; and

WHEREAS, the City has established procedures for enforcing the Punta Gorda Code, outlined in Chapter 9A, pursuant to Florida Statutes, Chapter 162; and

WHEREAS, the City utilizes a seven-member Code Enforcement Board to hear matters regarding violations of the Punta Gorda Code; and

WHEREAS, Florida Statutes, Chapter 162, also provides for the utilization of a Special Magistrate in place of a Code Enforcement Board; and

WHEREAS, the City has determined that having multiple avenues for enforcement provides for the most efficient processing of alleged violations; and

WHEREAS, establishing provisions for a Special Magistrate would allow the City to have multiple avenues for enforcement procedures for the most efficient processing of alleged violations; and

WHEREAS, the City Council has determined that the regulations adopted herein are not more restrictive nor burdensome than the regulations being amended, and that the regulations adopted herein are not more restrictive nor burdensome procedures concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined by Section 163.3164, Florida Statutes, than the procedures being amended.

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

I. Chapter 9A "Code Enforcement," is hereby amended to read as follows: [Words ~~stricken~~ are deletions; words <u>underlined</u> are additions.]

Chapter 9A. CODE ENFORCEMENT

ARTICLE I GENERAL

Section 9A- 1. Title

No change.

Section 9A- 2. Intent

No change.

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.

Special Magistrate shall mean an attorney who meets the applicable criteria listed in this Chapter and has established a contract with the City to preside over code enforcement hearings.

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. Code Enforcement Board or Special Magistrate Appointment, Term, Qualifications, Composition, Organization

(a) Code Enforcement Board

(~~a~~ 1) 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~~ 2) 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~~ 3) 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~~ 4) 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.

(b) Special Magistrate

(1) In lieu of a Code Enforcement Board, the City may appoint a Special Magistrate and an Alternate Special Magistrate for the purpose of enforcing the Punta Gorda Code. The appointment shall be made by contract through standard procurement procedures. The Special

Magistrate and Alternate Special Magistrate shall serve at the pleasure of the City Council. The Alternate Special Magistrate shall satisfy the same appointment requirements as set forth in subsections (b) and (c) of this section, and shall serve whenever the Special Magistrate is unavailable due to illness, conflict of interest or otherwise.

(2) The Special Magistrate shall be an attorney who possesses an outstanding reputation for civic pride, interest, responsibility, and business or professional ability.

(3) The Special Magistrate shall not be a city employee, but may be compensated at a rate established by the contract.

(4) The Code Compliance Division shall provide such administrative personnel and legal services as the city shall deem to be reasonably required to support the activities of the Special Magistrate for the proper performance of the Special Magistrate's duties. The Special Magistrate shall not be authorized to engage or hire any person, except those provided by the city, to assist the Special Magistrate in the performance of the duties of the Special Magistrate.

(5) A Special Magistrate, and any firm with which the Special Magistrate is or may become associated, is prohibited for a period of three years after issuance of a decision made in any case pursuant to this Chapter from acting as an agent or attorney on any matter involving the alleged violator who was the subject of the case in which Special Magistrate presided.

Section 9A- 5. Powers and Duties of the Code Enforcement Board and Special Magistrate

(a) The Code Enforcement Board or the Special Magistrate shall have the powers and duties set forth in this Chapter and in Florida Statutes, Chapter 162, and shall have jurisdiction over alleged violations of the Punta Gorda Code. However, the jurisdiction of the Code Enforcement Board or the Special Magistrate shall not be exclusive, and nothing contained in this article shall prevent the city from taking such other lawful action as is necessary to enforce any city code.

(b) The Code Enforcement Board or the Special Magistrate shall have the jurisdiction and authority to hear and decide any other matters designated by the City Council.

(c) The Code Enforcement Board or the Special Magistrate shall have the jurisdiction and authority to order the respondent to pay costs incurred by the city as a result of orders issued by the Code Enforcement Board or the Special Magistrate pursuant to the authority of subsection (j) of this Chapter.

(d) The Code Enforcement Board and Special Magistrate shall have the power to:

(~~a~~ 1) Adopt rules for the conduct of its hearings.

(~~b~~ 2) 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~~ 3) Subpoena records, surveys, plats and other evidentiary material.

(~~d~~ 4) Take testimony under oath.

(~~e~~ 5) Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance.

(~~f~~ 6) 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 or Special Magistrate. Such costs shall be included in the lien authorized by this Chapter.

(~~g~~ 7) Reduce or compromise fines upon such terms and conditions as the Code Enforcement Board or Special Magistrate deems reasonable and just.

(~~h~~ e) The Code Enforcement Board or Special Magistrate shall serve as an equalizing board or equalizer 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 or Special Magistrate 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 or Special Magistrate shall follow the procedures set forth in Chapter 9, Article I, Section 9-5, Punta Gorda Code.

(~~i~~ f) Pursuant to Chapter 9, Article II, Section 9-7, Punta Gorda Code, the Code Enforcement Board or Special Magistrate 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~~ shall be the property owner's burden to demonstrate good cause why the exemption should not be revoked. The Code Enforcement Board or Special Magistrate shall issue a written order either granting or denying a property owner's request that their exemption should not be revoked.

(~~j~~ g) Pursuant to Chapter 9, Article II, Section 9-7, Punta Gorda Code, the Code Enforcement Board or Special Magistrate 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 or Special Magistrate 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 or Special Magistrate shall certify the delinquent user fee roll to the City Council.

(~~k~~ h) Pursuant to Chapter 9, Article II, Section 9-8, Punta Gorda Code, the Code Enforcement Board or Special Magistrate 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~~i) The Code Enforcement Board or Special Magistrate 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 or Special Magistrate. If the violation is corrected and then recurs, or if the violation has been corrected prior to the scheduled Code Enforcement Board or Special Magistrate 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 or Special Magistrate 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 or Special Magistrate. If necessary, an emergency hearing before the Code Enforcement Board or Special Magistrate may be scheduled.

(e) If the owner of the property that is the subject of an enforcement proceeding before the Code Enforcement Board or Special Magistrate 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 or Special Magistrate 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 or Special Magistrate 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 or Special Magistrate 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 or Special Magistrate for the proper performance of its duties.

(b) Minutes shall be kept by the Clerk of all hearings of the Code Enforcement Board or Special Magistrate 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 or Special Magistrate 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 or Special Magistrate 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 or Special Magistrate 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 or Special Magistrate 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, or Special Magistrate may 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, or Special Magistrate may 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 or Special Magistrate. 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 or Special Magistrate on the date the hearing has been scheduled. After hearing argument from the parties, the Code Enforcement Board or Special Magistrate 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 or Special Magistrate 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 or Special Magistrate 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 or Special Magistrate. The City's cost of repairs to correct the violation may be included along with the fine determined by the Code Enforcement Board or Special Magistrate, if the violation is not corrected by the time set by the Code Enforcement Board or Special Magistrate.

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 or Special Magistrate 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 or Special Magistrate.

(j) If the City prevails in prosecuting a case before the Code Enforcement Board or Special Magistrate, it shall be entitled to recover all costs incurred in prosecuting the case before the Code Enforcement Board or Special Magistrate, and such costs may be included in the lien authorized by this Chapter. The Code Enforcement Board's or Special Magistrate's order shall include all costs permitted to be recovered under the law.

(k) A certified copy of the Code Enforcement Board's or Special Magistrate'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 or Special Magistrate'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 or Special Magistrate, 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.

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 or Special Magistrate.

(b) At the penalty hearing, upon a finding of non-compliance with an order of the Code Enforcement Board or Special Magistrate, the Code Enforcement Board or Special Magistrate may impose a fine for each day of non-compliance with the Board's or Magistrate's order. In the event of a repeat violation, the Code Enforcement Board or Special Magistrate 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 or Special Magistrate'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 or Special Magistrate 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 or Special Magistrate finds the violation to be irreparable or irreversible 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 or Special Magistrate 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 or Special Magistrate 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 or Special Magistrate.

(i) A certified copy of the Code Enforcement Board's or Special Magistrate'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 or Special Magistrate, 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.

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 Special Magistrate 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 or Special Magistrate 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.

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 or Special Magistrate 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 or Special Magistrate 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 or Special Magistrate; 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 or Special Magistrate 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 or Special Magistrate, 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 or Special Magistrate.

(f) The hearing before the Code Enforcement Board or Special Magistrate 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 or Special Magistrate 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 or Special Magistrate 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 or Special Magistrate 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 or Special Magistrate. An appeal shall be filed within 30 days of the execution of the order to be appealed.

Section 9A- 12. Alternative Enforcement Remedies

No change.

Section 9A- 13. Fines for Citation Purposes

No change.

II. SAVINGS CLAUSE. 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.

III. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Manager and City Attorney, may be corrected.

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

V. SEVERABILITY. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

VI. 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 _____, 2026.

_____

ATTEST: MELISSA LOCKHART, Mayor

_____

SARA WELCH, City Clerk

APPROVED AS TO FORM AND CONTENT:

_____

STEPHEN LESKOVICH, ESQ., Interim City Attorney
Bar # 194840

Ordinance Business Impact Estimate
Florida Statutes, Section 166.041(4)

ORDINANCE PUBLIC HEARING NUMBER: GA-08-2026

ORDINANCE TITLE:

An Ordinance of the City of Punta Gorda, Florida, amending Chapter 9A, Punta Gorda Code, the City of Punta Gorda Enforcement Code, to establish requirements and procedures for a special magistrate; providing for a savings clause; providing for scrivener's errors; providing for conflicts; providing for severability; and providing an effective date.

SUMMARY:

Proposed amendments to the City of Punta Enforcement Code, Chapter 9A of the Punta Gorda Code, to establish requirements and procedures for a Special Magistrate.

MEETING DATE:

City Council, First Reading – December 2, 2026;
City Council, Adoption – January 6, 2027.

FISCAL IMPACT:

- A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.
- An estimate of the direct economic impact of the proposed ordinance on private for-profit businesses (the "Businesses") in the City of Punta Gorda's jurisdiction, including the following, if any:
    - An estimate of direct compliance costs such Businesses may reasonably incur if the Ordinance is enacted: **None**;
    - Identification of any new charge or fee on Businesses subject to the proposed Ordinance or for which such businesses will be financially responsible **None**; and
    - Estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed to cover such costs.
      Costs: **Should the City of Punta Gorda desire to utilize the services of a Special Magistrate instead of a Code Enforcement Board, the Special Magistrate would be compensated $300.00 per hour (or at such other rate as agreed to by**

the City at the time an offer or agreement is executed) of actual hearing proceedings, which will offset the $238.00 hourly compensation of the Code Enforcement Board Attorney, which compensation currently includes the time attending hearing proceedings of the Code Enforcement Board as well as time for travel to and from said proceedings.

Revenues from Fees: **None at this time. The City may, in the future, establish an Administrative Hearing Fee, which would likely be close to the amount of $50.00. The fee will be refunded to the requestor should they prevail at the hearing.**

- A good faith estimate of the number of Businesses likely to be impacted by the Ordinance: **None**.
- Any additional information the governing body determines may be useful.

The City of Punta Gorda proposes to adopt procedures and requirements for a Special Magistrate that may be used in place of a Code Enforcement Board. The City currently provides for legal counsel for the Code Enforcement Board; the cost of utilizing a Special Magistrate is approximately $300 per hour and would replace the costs incurred for the legal counsel provided to the Code Enforcement Board, currently set at $238 per hour.

___ A Fiscal Impact Estimate is not necessary because the proposed Ordinance is enacted to implement one of the following:

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
    c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
    d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

CITY COUNCIL
CITY OF PUNTA GORDA
12/ 2/2026

ORDINANCES / RESOLUTIONS
(No Public Hearing Required)

Title:	**LEGISLATIVE:** GA-06-2026 - An ordinance of the City of Punta Gorda; amending the City of Punta Gorda General Employees' Retirement System, restated pursuant to Ordinance 2016-2024; amending Section 10, Optional Forms of Benefits; providing for severability; repealing all ordinances in conflict herewith and providing an effective date. **SECOND READING.**
Funds:	No impact to budget.
Recommended Action:	Council consideration and adoption.
Summary:	The proposed ordinance, recommended by the General Employees' Pension Board, amends the Punta Gorda General Employees' Retirement System. Specifically, this ordinance amends Section 10, Optional Forms of Benefits, to provide an additional no-cost, optional form of retirement for members. This "pop-up" option would provide that if a member's joint annuitant predeceases them, the retiree's annuity shall revert to the amount of the original normal form of benefit. The retiree consents to the actuarial adjustment of the benefit sufficient to cover the cost of this feature. The General Employees' Pension Board's plan administrator has determined that the adoption of the proposed changes will have no immediate impact on the funding requirements for the program.
Department/Division:	City Manager

EXHIBITS:

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

FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

October 14, 2026

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

Re: City of Punta Gorda General Employees' Retirement System

Dear Chrissy:

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

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

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

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

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

If you have any questions, please let me know.

Sincerely,

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

KLAUSNER KAUFMAN JENSEN & LEVINSON

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

October 7, 2026

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

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

Dear Dr. Richert:

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

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

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

Yours very truly,

Blanca T. Greenwood

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

BTG/dm
E-copy: Chrissy Stoker
Patrick Donlan

ORDINANCE NO.

**AN ORDINANCE
TO BE ENTITLED:**

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

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

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

* * * * *

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

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

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

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

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

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

* * * * *

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

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

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

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

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

_____
Melissa Lockhart, Mayor

ATTEST:

_____
Sara Welch, CITY CLERK

Approved as to form:

_____
Steven Leskovich, CITY ATTORNEY

CITY COUNCIL
CITY OF PUNTA GORDA
12/ 2/2026

ORDINANCES / RESOLUTIONS
(No Public Hearing Required)

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

EXHIBITS:

1. Ordinance Amending Chapter 17

CITY OF PUNTA GORDA, FLORIDA

ORDINANCE NO.

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

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

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

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

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

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

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

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

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

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

II. SEVERABILITY.

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

III. CONFLICTS.

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

IV. CODIFICATION.

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

V. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED by the City Council of the City of Punta Gorda, Florida, this 2nd day of December 2026.

_____
MELISSA LOCKHART, Mayor

ATTEST:

_____
SARA WELCH, CMC, City Clerk

APPROVED AS TO FORM AND CONTENT:

_____
STEVEN S. LESKOVICH, J.D., Ed.D., City Attorney

CITY COUNCIL
CITY OF PUNTA GORDA
12/ 2/2026

CONSENT AGENDA

Title: Consent of Assignment from Downtown Bait & Tackle Shop to Punta Gorda Adventures.

Funds:

Recommended Action: Council approval

Summary:

Department/Division: City Manager / Legal

EXHIBITS:

1. Consent to Assignment of Lease
2. Lease

CONSENT TO ASSIGNMENT OF LEASE

WHEREAS, on July 24, 2014, Community Redevelopment Agency of The City of Punta Gorda, Florida (Landlord) and Sue Leahey & Bobbie Leahey (Tenant) entered into a Commercial Lease for Downtown Tackle Shop (Ship's Store), located at Laishley Park Marina building (hereinafter referred to as "Original Lease"); and

WHEREAS, on September 20, 2016, the Community Redevelopment Agency of the City of Punta Gorda, Florida and Sue Leahey & Bobbie Leahey first amended the Original Lease; and

WHEREAS, on October 2, 2023, the Community Redevelopment Agency of the City of Punta Gorda, Florida and Sue Leahey & Bobbie Leahey second amended the Original Lease; and

WHEREAS, pursuant to the terms of the Original Lease, as amended, Downtown Bait & Tackle Shop (Ship's Store), seeks consent from the City Council of the City of Punta Gorda, Florida, as the successor to the Community Redevelopment Agency of the City of Punta Gorda, Florida, to assign the Original Lease, as amended, to Punta Gorda Adventures (Zach Gloer, owner).

NOW THEREFORE, the City Council of the City of Punta Gorda, Florida does hereby consent to the assignment of the Original Lease, as amended, to Punta Gorda Adventures subject to the following terms and conditions:

1. Within twenty (20) days of approval of this Consent to Assignment of Lease by the City, Downtown Bait & Tackle Shop (Ship's Store) shall pay City any unpaid rent, taxes, and any other fees and costs now due and payable.

2. Within thirty (30) days of approval of this Consent by the City, Punta Gorda Adventures, LLC shall execute a Lease with the City on the same terms and conditions of the Original Lease as amended, and shall thereby assume all benefits, obligations, and liabilities of Downtown Bait &Tackle Shop (Ship's Store) with respect to unit located at Laishley Marina, Punta Gorda, Florida.

3. This Consent to Assignment shall be null and void if the two (2) immediately prior terms and conditions are not satisfied.

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

_____

, Mayor

ATTEST:

_____

SARA WELCH, City Clerk

APPROVED AS TO FORM:

_____

STEVEN LESKOVICH, City Attorney

A2013129/REV-SHIPSTORE/1314
Period: 10/1/2014 thru 9/30/2016
Optional Renewal: 3, 2 yr terms
CA: 90 days prior to exp date

LAISHLEY MUNICIPAL MARINA
SHIP'S STORE LEASE AGREEMENT

THIS LEASE ("Lease") is made this 24th day of July, 2014, between **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PUNTA GORDA, FLORIDA**, a public body corporate and politic of the State of Florida, created pursuant to Section 163.356, Florida Statutes, its successors and assigns ("Landlord") and **SUE LEAHEY & BOBBIE LEAHEY** ("Tenant") with respect to the following:

ARTICLE 1 - PREMISES AND PERSONAL PROPERTY

1.1. Lease of Premises. Landlord leases to Tenant and Tenant leases from Landlord, the premises commonly known as the "Ship's Store", which is depicted in Exhibit "A" attached hereto and incorporated herein ("Premises"), located in the Laishley Park Marina building also depicted in Exhibit "A" ("Building"). The Building, the areas servicing the Building (including adjacent parking areas), and the land on which the Building and those areas are located are depicted in Exhibit "B" attached hereto and incorporated herein (collectively referred to as the "Property"). Tenant has examined the Premises and agrees that no representation, statements or warranties have been made by or on behalf of the Landlord to Tenant about the conditions thereof. Tenant accepts the Premises in the existing condition.

1.2. Appurtenant Rights. Tenant is granted the right at all times during the Lease Term to the non-exclusive use of the common corridors and hallways, stairwells, restrooms, and other public or common areas located on the Property. Landlord, however, has the sole discretion to determine the manner in which the public and common areas are maintained and operated. Tenant is also granted the right at all times during the Lease Term to place signs relating to the Ship's Store on the Building and elsewhere on the Property in accordance with the applicable provisions of the City of Punta Gorda Land Development Regulations and upon written approval of the Landlord.

ARTICLE 2 - TENANT PARKING

2.1. Onsite Parking. Tenant, its successors, agents, assigns, guests and invitees shall have the non-exclusive right to park in the spaces designated as parking spaces located on the Property.

ARTICLE 3 - TERM

3.1. Lease Term. The provisions of this Lease shall be effective as of the date this Lease is executed by all parties. The term shall be for two (2) years and shall commence on October 1, 2014 ("Lease Commencement Date") and shall end at Midnight on September 30, 2016 ("Initial Lease Term").

3.2. Option to Renew Term. Provided that Tenant is not in default under any of the terms and conditions of this Lease including, without limitation, the payment of rent, and provided Tenant has not failed to pay when due any rent or any other amount due hereunder on more than three (3) occasions during the term hereof, Tenant shall have the right and option to extend the term of this Lease for three (3) terms of two (2) years (hereinafter referred to as an "Renewal Term"). Said right and option shall only be exercisable by Tenant sending written notice thereof to Landlord on or before the date that is at least ninety (90) days prior to the expiration of the term.

3.3 Lease Year, Calendar Year.

(a) The term "Lease Year" shall mean:

For the first Lease Year, that period commencing with the Lease Commencement Date and ending on the last day of the twelfth (12th) full calendar month following the Lease Commencement Date; and

For each succeeding Lease Year, that period commencing with the first day of the calendar month after termination of the preceding Lease Year, and ending on the last day of the twelfth (12th) month thereafter.

(b) The term "Calendar Year" shall mean:

For the first Calendar Year, the period commencing with the Lease Commencement Date and ending December 31st of the year in which the term of this Lease commenced; and

For each succeeding Calendar Year, that period commencing on January 1st and ending December 31st of that year; and

For the last Calendar Year, that period commencing January 1st of the last year of the term of this Lease or on January 1st of the last year of any option exercised, and ending on the termination date of the initial term of this Lease or the termination date of any renewal term that has been duly exercised by Tenant.

3.4 Early Access. Tenant shall be entitled to access to the Premises at any time prior to the Lease Commencement Date for the purpose of installing Tenant's systems furniture, telecommunications cabling, and other fixtures and equipment, but not for the purpose of operating Tenant's business on the Premises, provided that the Lease has been executed by all parties on or before this date, and provided further that Tenant has provided to Landlord certificates of insurance for all insurance that Tenant is required to maintain under this Lease. On Tenant being provided access to the Premises before the Lease Commencement Date under this Section, all of the terms and provisions of this Lease shall apply to Tenant's use of the Premises other than the requirement for the payment of Rent, and Tenant shall abide by all of such terms and provisions.

ARTICLE 4 - BASE RENT AND ADDITIONAL RENT

4.1. Base Rent and Base Rent Adjustments. Tenant shall pay to Landlord base rent ("Base Rent") and base rent adjustments, plus all applicable sales tax, as follows:

(a) From the Lease Commencement Date, through and until the date that is two (2) years from the Lease Commencement Date (Initial Lease Term), Tenant shall pay the sum of TWENTY EIGHT THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS ($28,800.00), payable in two annual installments in advance of the first day of the first and second lease years.

(b) Beginning on the first day of the First Renewal Term, if exercised, through and until the date that is two (2) years from the first date of said Renewal Term, Tenant shall pay the sum of THIRTY SIX THOUSAND AND 00/100 DOLLARS ($36,000.00), payable in two annual installments in advance of the first day of the third and fourth lease years, or in the alternative payable in equal monthly installments in advance on the first day of each calendar month.

(c) Beginning on the first day of the Second Renewal Term, if exercised, through and until the date that is two (2) years from the first date of said Renewal Term, Tenant shall pay the sum of THIRTY SEVEN THOUSAND EIGHTY AND 00/100 DOLLARS ($37,080.00), payable in two annual installments in advance of the first day of the fifth and sixth lease years, or in the alternative payable in equal monthly installments in advance on the first day of each calendar month.

(d) Beginning on the first day of the Third Renewal Term, if exercised, through and until the date that is two (2) years from the first date of said Renewal Term, Tenant shall pay the sum of THIRTY EIGHT THOUSAND ONE HUNDRED NINETY TWO AND 40/100 DOLLARS ($38,192.40), payable in two annual installments in advance of the first day of the seventh and eighth lease years, or in the alternative payable in equal monthly installments in advance on the first day of each calendar month.

4.2 Sales Tax. Tenant shall pay to Landlord applicable sales taxes imposed in connection with all rents and other sums paid by Tenant under this Lease.

4.3 Taxes; Assessments.

(a) Real Property Taxes. Prior to the commencement of each Calendar Year, Landlord shall give Tenant a written estimate of Tenant's share of real property taxes, if any, for the ensuing Calendar Year. Commencing on the Lease Commencement Date, and thereafter, on the first day of each month during the lease term Tenant shall pay to Landlord as additional rent, in advance without any prior demand and without any deduction or set-off whatsoever, Tenant's share of an amount of the real property taxes obtained by dividing by twelve (12) the total of all real property taxes payable during each Calendar Year. Within ninety (90) days after the end of each Calendar Year, Landlord shall furnish to Tenant a statement of the cost and expense incurred by Landlord for real property taxes during such Calendar Year and the parties shall promptly make any payment or allowance necessary to adjust Tenant's estimated payment to Tenant's actual share of real property taxes as shown by such statement.

(b) Personal Property Taxes. Tenant shall pay when due all personal property taxes and assessments on the furniture, fixtures, equipment and other property of Tenant located in the Premises and on additions and improvements in the Premises belonging to Tenant.

4.3. Rent Payments.

(a) Time and Place of Payment. Tenant will promptly pay all minimum, percentage and additional rent and other charges and render all statements on the date they are due at the office of Landlord, CITY OF PUNTA GORDA, FINANCE DEPARTMENT, at 326 W. Marion Avenue, Punta Gorda, Florida, 33950. All checks shall be made payable to "City of Punta Gorda" unless otherwise directed by Landlord. Upon mutual agreement of the Tenant and Landlord, payments may be made by means of automatic bank drafting or electronic funds transfer. If Landlord shall pay any monies, or incur any expenses in correction of any violation of any covenant of Tenant, the amounts paid or incurred shall, at Landlord's option and on notice to Tenant, be considered additional rent payable by Tenant with the first installment of rent thereafter to become due and payable, and may be collected or enforced as provided in this Lease.

(b) Additional Rent. The Tenant shall pay as additional rent all sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be designated "additional rent". If such amounts or charges are not paid at the time provided in this Lease, they shall be collectible as additional rent with the next installment of minimum rent thereafter falling due hereunder.

(c) Service Charge. A service charge of One Hundred Dollars ($100.00) or one and one half percent (1.5%) of the amount due, whichever is greater, may be assessed on the payment of rent received later than five (5) days after its due date. If any check, bank draft, order for payment or negotiable instrument given to Landlord for any payment under this Lease shall be dishonored for any reason whatsoever not attributable to Landlord, Landlord shall be entitled to make an administrative charge to Tenant of One Hundred Dollars ($100.00) or any amount provided by law, whichever is greater. In addition, Landlord shall be reimbursed by Tenant for any costs incurred by Landlord as a result of said payment being dishonored.

(d) Past Due Rent. If Tenant shall fail to pay, within ten (10) days after the same is due and payable, any minimum, percentage or additional rent, or any other sums due under this Lease, such unpaid amounts shall bear interest from the due date thereof to the date of payment at a rate equal to four (4%) percent in excess of the "prime rate" announced from time to time by the Wall Street Journal as its short term base rate for credit worthy customers.

Article 5 - INDEMNIFICATION

5.1. Landlord shall not be liable for injury or damage to the personal property of Tenant or Tenant's employees, invitees or any other persons in or on the Premises or for injury to Tenant or Tenant's employee's, agents or invitees caused by casualty or accident, whether the damage or injury in any case results from conditions arising on the Premises or on other parts of the Building in which the Premises is located, unless the injury or damage is occasioned by Landlord's negligence.

5.2. Tenant shall indemnify Landlord and hold it harmless from any claims or demands arising from:

(a) Tenant's use or possession of the Leased Premises and the conduct of any business by Tenant on the Leased Premises and anything done or permitted by Tenant in or about the Leased Premises, or any of them;

(b) Any default of Tenant under this Lease;

(c) The negligence of Tenant and Tenant's agents, contractors, subtenants or employees, or any of them in connection with the Leased Premises;

(d) Any damage to the property of Tenant or others or injury to any person on or about the Leased Premises from any cause;

(e) Any legal or administrative proceedings occasioned by Tenant in which Landlord is made a party through no fault of Landlord's; or

(f) All costs, attorney's fees and expenses incurred by Landlord in connection with the items indemnified against. Tenant shall defend any legal action or proceedings resulting from a claim or demand indemnified against at his expense by attorneys satisfactory to Landlord on receipt of notice from Landlord to do so.

Article 6 - USE

6.1. Permitted Use. Tenant understands and agrees that as inducement for entering into this Lease, Tenant is to operate a "Ship's Store" as an amenity/service to Landlord's Marina. Accordingly, beginning on the Lease Commencement Date during the Initial Term and any Renewal Term, Tenant agrees to continuously stock and offer for sale boating supplies and convenience items of the type customarily associated with a full service marina Ship's Store. Tenant also agrees to continuously stock and offer for sale limited groceries, small concession (i.e., snack-bar/pre-made deli) food, beverage and snack items. Tenant shall be permitted to sell beer and wine as permitted under Florida Law. Tenant shall be permitted to sell frozen and live bait. Tenant shall use the Premises solely for the purpose of operating a Ship's Store, facilitation of fishing tournaments, and boating and fishing seminars, authorized by the Landlord ("Permitted Use"). Tenant shall not use or permit the Premises to be used for any other purpose without Landlord's prior written consent, which consent shall not be unreasonably withheld.

6.2. Rules and Regulations. Tenant shall comply with the rules and regulations established by the Landlord from time to time for the safety, care, and cleanliness of the Premises, Building, and Property or for the

preservation of good order ("Rules and Regulations"). Landlord shall not be responsible to Tenant for the failure of any other tenants or occupants of the Building to comply with the Rules and Regulations.

Article 7 - COMPLIANCE WITH LAWS

7.1. Definition of "Laws and Orders." For purposes of this Article 7, the term "Laws and Orders" includes all federal, state, county, city, or government agency laws, statutes, ordinances, standards, rules, requirements, or orders now in force or hereafter enacted, promulgated, or issued, including, but not limited to any condition or requirement contained in any governmental approval issued to permit the operation of the Marina. The term also includes government measures regulating or enforcing public access, occupational, health, or safety standards for employers, employees, landlords, or tenants.

7.2. Repairs, Replacements, Alterations, and Improvements. Tenant shall continuously and without exception repair and maintain the Premises, including Tenant improvements, alterations, fixtures, and furnishings, in an order and condition in compliance with all Laws and Orders. Tenant, at Tenant's sole expense, shall promptly make all repairs, alterations, or improvements needed to comply with all Laws and Orders to the extent that the Laws and Orders relate to or are triggered by (a) Tenant's particular use of the Premises, (b) the Tenant Improvements located in the Premises, or (b) any alterations located in the Premises.

Article 8 - HAZARDOUS MATERIAL

8.1. Use of Hazardous Material. The Tenant shall keep and maintain the Premises in compliance with, and shall not cause or permit the Premises to be in industrial hygiene or to the environmental conditions ("Hazardous Materials Laws") on, under, about, or affecting the Premises. The Tenant shall not use, generate, manufacture, store, or dispose of on, under or about the Premises, Building or Property or transport to or from the Premises any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation any substances defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, or toxic substances under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials").

8.2. Indemnification. The Tenant shall be solely responsible for, and shall indemnify and hold harmless the Landlord, its directors, officers, employees, agents, successors, and assigns from and against, any loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under or about the Premises, including without limitation: (i) all foreseeable consequential damages; (ii) the costs of any required or necessary repair, cleanup, or detoxification of the Premises and the preparation and implementation of any closure, remedial, or other required plans; and (iii) all reasonable costs and expenses incurred by the Lender in connection with clauses (i) and (ii), including, but not limited to, reasonable attorneys' fees. The Tenant shall, upon the request of the Landlord, provide the Landlord with a bond or letter of credit, in form and substance satisfactory to the Landlord, in an amount sufficient to cover the costs of any required cleanup.

The Tenant shall, at its expense, take all necessary remedial action(s) in response to the presence of any Hazardous Materials on, under, or about the Premises.

This indemnification shall survive the expiration or termination of this Lease.

Article 9 - UTILITIES AND SERVICES

9.1. Standard Tenant Utilities and Services. Subject to applicable government rules, regulations, and guidelines and the rules or actions of the public utility furnishing the service, the parties shall be responsible for the following:

(a) Heating and Air-Conditioning. Landlord shall provide heating and air-conditioning to the Premises.

(b) Electricity. Tenant shall pay a proportionate share of the electricity for lighting and power in the Premises. Tenant's proportionate share of electric shall be fifty percent (50%) of the metered electric usage of the Ship's Store and Marina Office. Tenant's use of electricity shall never exceed the capacity of the feeders serving the Building and Premises.

(c) Water, Sewer and Garbage Collection. Tenant shall pay a proportionate pay for water and sewer for drinking, lavatory, and toilet purposes, prorated on the basis of Tenant's use thereof. Tenant's proportionate share of water, sewer and garbage collection shall be ten percent (10%).

(d) Janitorial Service. Tenant is responsible for janitorial services in the Premises and area of live wells.

(e) Telephone. Tenant shall pay for telephone services for the Premises.

Article 10 - REPAIRS AND MAINTENANCE

10.1. Tenant's Repair and Maintenance Obligations. Tenant shall, at Tenant's sole expense and in accordance with the terms of this Lease, keep the interior of the Premises (including all Tenant improvements, alterations, fixtures, and furnishings) in good order, repair, and condition at all times during the Lease Term. Tenant shall, at its sole cost and expense, maintain, repair, and replace, when necessary, all utility fixtures and equipment servicing the Premises. The term "maintain", for the purpose of this paragraph shall mean to keep in good order and repair, usual wear and tear excepted.

Under Landlord's supervision, subject to Landlord's prior approval, and within any reasonable period specified by Landlord, Tenant shall, at Tenant's sole expense and in accordance with the terms of this Lease, promptly and adequately repair all damage to the Premises and replace or repair all damaged or broken fixtures and appurtenances. At Landlord's option or if Tenant fails to make such repairs, Landlord may, but need not, make the repairs and replacements. On receipt of an invoice from Landlord, Tenant shall pay Landlord's out-of-pocket costs incurred in connection with such repairs and replacements. Tenant waives and releases its rights, including its right to make repairs at Landlord's expense, under Section 83, Florida Statutes or any similar law, statute, or ordinance now or hereafter in effect.

Landlord shall, at its sole cost and expense, maintain, repair, and replace, when necessary, the roof, heating and air cooling equipment, plumbing, utility service pipes and lines and equipment servicing the Premises

Article 11 - ALTERATIONS AND ADDITIONS

11.1. Landlord's Consent to Alterations. Tenant may not make any improvements, alterations, additions, or changes to the Premises ("Alterations") without first obtaining Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. Tenant shall be allowed, at its sole cost and expense, to construct a temporary non-permanent wall between the Dock Masters office and the Premises, and to install plumbing and associated fixtures to provide water and sewer service to the Premises.

11.2. Compliance of Alterations with Laws and Insurance Requirements. Tenant shall cause all Alterations to comply with (i) Applicable Laws and Orders, (ii) applicable requirements of a fire-rating bureau and (iii) applicable requirements of Landlord's hazard insurance carrier to the extent that Tenant is informed of them.

11.3. Manner of Construction. All work relating to any alteration shall be done in a good workmanlike manner, using new materials equivalent in quality to those currently existing on the Premises. All work shall be diligently prosecuted to completion.

11.4. Payment for Alterations. Tenant shall promptly pay all charges and costs incurred in connection with any alteration.

11.5. Ownership of Alterations. All alterations, signs, fixtures, or equipment that may be installed or placed in or about the Premises from time to time shall be and remain the property of the Tenant. Except as otherwise set forth in this Lease, by written notice to Tenant either before expiration of the Lease Term or within a reasonable time after any earlier termination of this Lease, Landlord may require Tenant, at Tenant's sole expense, to remove any alterations and restore the Premises to their configuration and condition before the alterations were made. If Tenant fails to complete that restoration before expiration of the Lease Term or, in the case of earlier termination, within fifteen (15) days after written notice from Landlord requesting the restoration, Landlord may do so and charge the cost of the restoration to Tenant.

Article 12 - COVENANT AGAINST LIENS

12.1. Covenant against Liens. Tenant shall not be the cause or object of any liens or allow such liens to exist, attach to, be placed on, or encumber Landlord's or Tenant's interest in the Premises, Building, or Property by operation of law or otherwise. Tenant shall not suffer or permit any lien of mechanics, material suppliers, or others to be placed against the Premises, Building, or Property with respect to work or services performed or claimed to have been performed for Tenant or materials furnished or claimed to have been furnished to Tenant or the Premises. Landlord has the right at all times to post and keep posted on the Premises any notice that it considers necessary for protection from such liens.

If any such lien attaches or Tenant receives notice of any such lien, Tenant shall cause the lien to be immediately released and removed of record. Despite any other provision of this Lease, if the lien is not released and removed within five (5) days after Landlord delivers notice of the lien to Tenant, Landlord may immediately take all action necessary to release and remove the lien, without any duty to investigate the validity of it. All expenses (including reasonable attorney fees) incurred by Landlord in connection with the lien shall be considered Additional Rent under this Lease and be immediately due and payable by Tenant.

Article 13 - INSURANCE

13.1. Insurance. Tenant shall procure and maintain for the duration of this Lease insurance, with minimum limits as specified below, against claims for injuries to persons or damages to property which may arise from or in connection with the Tenant's operation and use of the Leased Premises. The cost of such insurance shall be borne by the Tenant. Tenant shall provide insurance and furnish the City with a Certificate of Insurance as follows:

(a) Landlord is to be specifically included as an additional insured (with regards to general liability).

(b) Landlord shall be named as certificate holder. **Please note that the certificate holder should read as follows:** Community Redevelopment Agency of the City of Punta Gorda, 326 W. Marion Avenue, Punta Gorda, Florida 33950.

(c) Commercial General Liability - Not less than $500,000 per occurrence; combined single limit for bodily injury liability and property damage liability. This shall include the following endorsements: premises and/or operations, independent contractors and products and/or completed operations, broad form property damage.

(d) Workers Compensation – Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employers' Liability with a minimum of $100,000.00 for each accident.

(e) Liquor Liability Insurance in the amount of $1,000,000 per occurrence for injury by reason of the selling, serving or furnishing of any alcoholic beverage.

(f) Such other insurance as Landlord may reasonably request.

In the event the insurance coverage expires prior to the completion of the Lease, a renewal certificate shall be issued thirty (30) days prior to said expiration date. Tenant shall endeavor to provide a thirty (30) day notification in the event of cancellation or modification to the policy

Article 14 - DAMAGE AND DESTRUCTION

14.1. Repair of Damage by Landlord. Tenant agrees to notify Landlord in writing promptly of any damage to the Premises resulting from fire, hurricane, or any other identifiable event of a sudden, unexpected, or unusual nature ("Casualty"). If the Premises are damaged by a Casualty or any common areas of the Building providing access to the Premises are damaged to the extent that Tenant does not have reasonable access to the Premises and if neither Landlord nor Tenant has elected to terminate this Lease under section 14.3 or 14.4, Landlord shall promptly and diligently restore such common areas, the Base Building of the Premises, and the Tenant Improvements originally constructed by Landlord to substantially the same condition as existed before the Casualty, except for modifications required by building codes and other laws and except for any other modifications to the common areas considered desirable by Landlord. In making these modifications, Landlord shall not materially impair Tenant's access to the Premises. Landlord's obligation to restore is subject to reasonable delays for insurance adjustment and other matters beyond Landlord's reasonable control and subject to the other clauses of this Article 14. If Tenant requests that Landlord modify the Tenant Improvements in connection with the rebuilding, Landlord may condition its consent to those modifications on:

(a) Tenant's payment to Landlord before construction is begun of any sums in excess of the amount of insurance proceeds received by Landlord that are needed to complete the Tenant Improvements; and

(b) Confirmation by Landlord's architect or contractor that the modifications will not increase the scope of work or the time necessary to complete the Tenant Improvements.

14.2. Repair Period Notice. Landlord shall, within the later of (a) sixty (60) days after the date on which Landlord determines the full extent of the damage caused by the Casualty or (b) thirty (30) days after Landlord has determined the extent of the insurance proceeds available to effectuate repairs, provide written notice to Tenant indicating the anticipated period for repairing the Casualty ("Repair Period Notice"). The Repair Period Notice shall also state, if applicable, Landlord's election either to repair or to terminate the Lease under section 14.3.

14.3. Landlord's Option to Terminate or Repair. Landlord may elect either to terminate this Lease or to effectuate repairs if:

(a) The Repair Period Notice estimates that the period for repairing the Casualty exceeds two-hundred and seventy (270) days from the date of the commencement of the repair;

(b) The estimated repair cost exceeds the insurance proceeds, if any, available for such repair (not including the deductible, if any, on Landlord's property insurance), plus any amount that Tenant is obligated or elects to pay for such repair;

(c) The estimated repair cost of the Premises or the Building, even though covered by insurance, exceeds fifty percent (50%) of the full replacement cost; or

(d) The Building cannot be restored except in a substantially different structural or architectural form than existed before the Casualty.

Landlord's election shall be stated in the Repair Period Notice.

14.4. Tenant's Option to Terminate. If the Repair Period Notice provided by Landlord indicates that the anticipated period for repairing the Casualty exceeds two- hundred and seventy (270) days, Tenant may elect to terminate this Lease by providing written notice ("Tenant's Termination Notice") to Landlord within ten (10) days after receiving the Repair Period Notice. If Tenant does not elect to terminate within this ten-day (10-day) period, Tenant shall be considered to have waived the option to terminate.

14.5. Rent Abatement Due to Casualty. Landlord and Tenant agree that, if the Casualty was not the result of the negligence or willful misconduct of Tenant or Tenant's employees, contractors, licensees, or invitees, Tenant shall be provided with a proportionate abatement of Rent based on the Rentable Square Footage of the Premises rendered unusable (due to physical damage to the Premises or Base Building Systems or the unavailability of access to the Premises) and not used by Tenant, but only to the extent that Landlord is reimbursed from the proceeds of rental interruption insurance purchased by Tenant as a part of Operating Expenses. That proportional abatement, if any, shall be provided during the period beginning on the later of (a) the date of the Casualty or (b) the date on which Tenant ceases to occupy the Premises and ending on the date of Substantial Completion of Landlord's restoration obligations as provided in this Article 14. Subject to section 14.4, the Rent abatement provided in this Section 14.5 is Tenant's sole remedy due to the occurrence of the Casualty. Landlord shall not be liable to Tenant or any other person or entity for any direct, indirect, or consequential damage (including but not limited to lost profits of Tenant or loss of or interference with Tenant's business), whether or not caused by the negligence of Landlord or Landlord's employees, contractors, licensees, or invitees, due to, arising out of, or as a result of the Casualty (including but not limited to the termination of the Lease in connection with the Casualty). Tenant agrees to maintain business interruption insurance in amounts and with coverage to be agreed upon between the Landlord and Tenant.

14.6. Damage near End of Term. Despite any other provision of this Article 14, if the Premises or the Building is destroyed or damaged by a Casualty during the last eighteen (18) months of the Lease Term, Landlord shall have the option to terminate this Lease by giving written notice to Tenant of the exercise of that option within thirty (30) days after that damage or destruction.

14.7. Effective Date of Termination; Rent Apportionment. If Landlord or Tenant elects to terminate this Lease under this Article 14 in connection with a Casualty, this termination shall be effective thirty (30) days after delivery of notice of such election. Tenant shall pay Rent, properly apportioned up to the date of the Casualty. After the effective date of the termination, Landlord and Tenant shall be discharged of all future obligations under this Lease, except for those provisions that, by their terms, survive the expiration or earlier termination of the Lease.

14.8. Waiver of Statutory Provisions. The provisions of this Lease, including those in this Article 14, constitute an express agreement between Landlord and Tenant that applies in the event of any Casualty to the Premises, Building, or Property. Tenant, therefore, fully waives the provisions of any statute or regulation, including Section 83, Florida Statutes, for any rights or obligations concerning a Casualty.

Article 15 - CONDEMNATION

15.1. Definition of "Condemnation." As used in this Lease, the term "Condemnation" means a permanent taking through (a) the exercise of any government power (by legal proceedings or otherwise) by any public or quasi-public authority or by any other party having the right of eminent domain ("Condemnor"); (b) a voluntary sale or transfer by Landlord to any Condemnor, either under threat of exercise of eminent domain by a Condemnor or while legal proceedings for condemnation are pending; or (c) a determination by Landlord to discontinue the use of the Property as a public marina.

15.2. Effect on Rights and Obligations. If the Premises are totally taken by condemnation, this Lease shall terminate on the date of taking. If any portion of the Premises is taken by condemnation this Lease shall remain in effect, except that Tenant can elect to terminate this Lease if the remaining portion of the Building or other improvements or the parking area that are a part of the Premises is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to terminate this Lease, Tenant must exercise its right to terminate pursuant to this paragraph by giving notice to Landlord within 30 days after the nature and the extent of the taking have been finally determined. If Tenant elects to terminate this lease as provided in this paragraph, Tenant also shall notify Landlord of the date of termination, which date shall not be earlier than 30 days nor later than 90 days after Tenant has notified Landlord of its election to terminate; except that this lease shall terminate on the date of taking if the date of taking falls on a date before the date of termination as designated by Tenant. If Tenant does not terminate this lease within the 30 day period, this Lease shall continue in full force and effect. The award shall belong to and be paid to Landlord.

Article 16 - ASSIGNMENT AND SUBLEASING

16.1. Assignment and Subletting. Tenant may not sublet any part of the Leased Premises without the prior consent of the Landlord.

Article 17 - HOLDING OVER

17.1. Holdover Rent. If Tenant remains in possession of the Premises after expiration or earlier termination of this Lease with Landlord's express written consent, Tenant's occupancy shall be a month-to-month tenancy at a rent agreed on by Landlord and Tenant but in no event less than the current Base Rent and Additional Rent payable under this Lease during the last full month before the date of expiration or earlier termination of this Lease. The month-to-month tenancy shall be on the terms and conditions of this Lease except as provided in the preceding sentence and the lease clauses concerning lease term and extension rights. Landlord's acceptance of rent after such holding over with Landlord's written consent shall not result in any other tenancy or in a renewal of the original term of this Lease. If Tenant remains in possession of the Premises after expiration or earlier termination of this Lease without Landlord's consent, Tenant's continued possession shall be on the basis of a tenancy at sufferance and Tenant shall pay as rent during the holdover period an amount equal to one-hundred and fifty percent (150%) of the fair market rental (as reasonably determined by Landlord) for the Premises.

17.2. No Consent or Waiver Implied. Nothing in this Article 17 shall be construed as implied consent by Landlord to any holding over by Tenant. Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease on expiration or other termination of this Lease. The provisions of this Article 17 shall not be considered to limit or constitute a waiver of any other rights or remedies of Landlord provided in this Lease or at law.

Article 18 - ESTOPPEL CERTIFICATES

18.1. Tenant's Obligation to Provide Estoppel Certificates. Within ten (10) days after a written request by Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate or other form required by any existing or prospective lender, mortgagee, or purchaser of all or part of the Building. The certificate shall also

contain any other information reasonably requested by Landlord or any existing or prospective lender, mortgagee, or purchaser.

18.2. Additional Requested Documents or Instruments. Within ten (10) days after a written request by Landlord, Tenant shall execute and deliver whatever other documents or instruments may be reasonably required for sale or financing purposes, including (if requested by Landlord) a current financial statement and financial statements for the two (2) years preceding the current financial statement year. Those statements shall be prepared in accordance with generally accepted accounting principles and shall be audited by an independent certified public accountant.

18.3. Failure to Deliver. Tenant's failure to execute or deliver an estoppel certificate in the required time period shall constitute an acknowledgment by Tenant that the statements included in the estoppel certificate are true and correct, without exception. Tenant's failure to execute or deliver an estoppel certificate or other document or instrument required under this Article 18 in a timely manner shall be a material breach of this Lease.

Article 19 - TERMINATION, DEFAULTS AND REMEDIES

19.1. Tenant's Default. The occurrence of any of the following shall constitute a default by Tenant under this Lease:

(a) Tenant's failure to pay when due any Rent required to be paid under this Lease if the failure continues for ten (10) days after written notice of the failure from Landlord to Tenant;

(b) Tenant's failure to provide any instrument or assurance or estoppel certificate as required by this Lease if the failure continues for ten (10) days after written notice of the failure from Landlord to Tenant;

(c) Tenant's failure to perform any other obligation under this Lease if the failure continues for fifteen (15) days after written notice of the failure from Landlord to Tenant;

(d) Tenant's abandonment of the Premises, including Tenant's absence from the Premises for one hundred eighty (180) consecutive days (excluding State of Florida legal holidays) while in default of any provision of this Lease;

(e) To the extent permitted by law:

(1) A general assignment by Tenant for the benefit of creditors;

(2) The filing by or against Tenant of any proceeding under an insolvency or bankruptcy law, unless (in the case of an involuntary proceeding) the proceeding is dismissed within sixty (60) days;

(3) The appointment of a trustee or receiver to take possession of all or substantially all the assets of Tenant, unless possession is unconditionally restored to Tenant within thirty (30) days and the trusteeship or receivership is dissolved; or

(4) Any execution or other judicially authorized seizure of all or substantially all the assets of Tenant located on the Premises, or of Tenant's interest in this Lease, unless that seizure is discharged within thirty (30) days.

19.2 Landlord's Remedies on Tenant's Default. On the occurrence of a default by Tenant, Landlord shall have the right to pursue any one or more of the following remedies in addition to any other remedies now or later available to Landlord at law or in equity. These remedies are not exclusive but cumulative.

19.3 Termination of Lease. Landlord may terminate this Lease and recover possession of the Premises. Once Landlord has terminated this Lease, Tenant shall immediately surrender the Premises to Landlord. On termination of this Lease, Landlord may recover from Tenant all of the following:

(a) The worth at the time of the award of any unpaid Rent that had been earned at the time of the termination, to be computed by allowing interest at the rate set forth in Article 21 but in no case greater than the maximum amount of interest permitted by law;

(b) The worth at the time of the award of the amount by which the unpaid Rent that would have been earned between the time of the termination and the time of the award exceeds the amount of unpaid Rent that Tenant proves could reasonably have been avoided, to be computed by allowing interest at the rate set forth in Article 21 but in no case greater than the maximum amount of interest permitted by law;

(c) The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Lease Term after the time of the award exceeds the amount of unpaid Rent that Tenant proves could reasonably have been avoided, to be computed by discounting that amount at the discount rate of the Federal Reserve Bank of Atlanta at the time of the award plus one percent (1%);

(d) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform obligations under this Lease, including brokerage commissions and advertising expenses, expenses of remodeling the Premises for a new tenant (whether for the same or a different use), and any special concessions made to obtain a new tenant; and

(e) Any other amounts, in addition to or in lieu of those listed above, that may be permitted by applicable law.

19.4 Continuation of Lease in Effect. Landlord shall have the remedy described in Chapter 83, Florida Statutes, which provides that, when a Tenant has the right to sublet or assign (subject only to reasonable limitations), the Landlord may continue the lease in effect after the Tenant's breach and abandonment and recover Rent as it becomes due. Accordingly, if Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord may enforce all of Landlord's rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

19.5. Tenant's Subleases. Whether or not Landlord elects to terminate this Lease on account of any default by Tenant, Landlord may:

(a) Terminate any sublease, license, concession, or other consensual arrangement for possession entered into by Tenant and affecting the Premises.

(b) Choose to succeed to Tenant's interest in such an arrangement. If Landlord elects to succeed to Tenant's interest in such an arrangement, Tenant shall, as of the date of notice by Landlord of that election, have no further right to, or interest in, the Rent or other consideration receivable under that arrangement.

19.6. Form of Payment after Default. If Tenant fails to pay any amount due under this Lease within three (3) days after the due date or if Tenant draws a check on an account with insufficient funds, Landlord shall have the right to require that any subsequent amounts paid by Tenant to Landlord under this Lease (to cure a default or otherwise) be paid in the form of cash, money order, cashier's or certified check drawn on an institution acceptable to Landlord, or other form approved by Landlord despite any prior practice of accepting payments in a different form.

19.7. Efforts to Relet. For purposes of this Article 19, Tenant's right to possession shall not be considered to have been terminated by Landlord's efforts to relet the Premises, by Landlord's acts of maintenance or preservation with respect to the Premises, or by appointment of a receiver to protect Landlord's interests under this Lease. This list is merely illustrative of acts that may be performed by Landlord without terminating Tenant's right to possession.

19.8. Acceptance of Rent without Waiving Rights. Under Article 22, Landlord may accept Tenant's payments without waiving any rights under this Lease, including rights under a previously served notice of default. If Landlord accepts payments after serving a notice of default, Landlord may nevertheless commence and pursue an action to enforce rights and remedies under the previously served notice of default.

19.9. Tenant's Remedies on Landlord's Default. Tenant's remedy on Landlord's default is to terminate this Lease and to vacate the Premises.

Article 20 - LANDLORD'S RIGHT TO PERFORM TENANT'S OBLIGATIONS

20.1. Landlord's Right to Perform Tenant's Obligations. All obligations to be performed by Tenant under this Lease shall be performed by Tenant at Tenant's expense and without any reduction of Rent. If Tenant's failure to perform an obligation continues for five (5) days after notice to Tenant, Landlord may perform the obligation on Tenant's behalf, without waiving Landlord's rights for Tenant's failure to perform any obligations under this Lease and without releasing Tenant from such obligations.

20.2. Reimbursement by Tenant. Within fifteen (15) days after receiving a statement from Landlord, Tenant shall pay to Landlord the amount of expense reasonably incurred by Landlord in performing Tenant's obligation.

Article 22 - NONWAIVER

22.1. Nonwaiver. No waiver of any provision of this Lease shall be implied by any failure of Landlord to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver by Landlord of any provision of this Lease must be in writing. Such written waiver shall affect only the provision specified and only for the time and in the manner stated in the writing.

22.2. Acceptance and Application of Payment; Not Accord and Satisfaction. No receipt by Landlord of a lesser payment than the Rent required under this Lease shall be considered to be other than on account of the earliest amount due, and no endorsement or statement on any check or letter accompanying a payment or check shall be considered an accord and satisfaction. Landlord may accept checks or payments without prejudice to Landlord's right to recover all amounts due and pursue all other remedies provided for in this Lease. Landlord's receipt of monies from Tenant after giving notice to Tenant terminating this Lease shall in no way reinstate, continue, or extend the Lease Term or affect the Termination Notice given by Landlord before the receipt of those monies. After serving notice terminating this Lease, filing an action, or obtaining final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of that Rent shall not waive or affect such prior notice, action, or judgment.

Article 23 - WAIVER OF RIGHT TO JURY TRIAL

23.1. Waiver of Right to Jury Trial. Landlord and Tenant waive their respective rights to trial by jury of any contract or tort claim, counterclaim, cross-complaint, or cause of action in any action, proceeding, or hearing brought by either party against the other on any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, or Tenant's use or occupancy of the Premises,

including any claim of injury or damage or the enforcement of any remedy under any current or future law, statute, regulation, code, or ordinance.

Article 24 - ATTORNEY FEES AND COSTS

24.1. Attorney Fees and Costs. If either party undertakes litigation or arbitration against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorney fees, arbitration costs, and court costs incurred.

Article 25 - LANDLORD'S ACCESS TO PREMISES

25.1. Landlord's Access to Premises. Landlord and its agents shall have the right at all reasonable times to enter the Premises to:

(a) Inspect the Premises;

(b) Show the Premises to prospective purchasers, mortgagees, or tenants or to ground lessors or underlying lessors;

(c) Serve, post, and keep posted notices required by law or that Landlord considers necessary for the protection of Landlord or the Building; or

(d) Make repairs, replacements, alterations, or improvements to the Premises or Building that Landlord considers necessary or desirable.

25.2. Notwithstanding any other provision of this Article 25, Landlord may enter the Premises at any time to:

(a) Perform services required of Landlord;

(b) Take possession due to any breach of this Lease; or

(c) Perform any covenants of Tenant that Tenant fails to perform.

Article 26 - MISCELLANEOUS

26.1. Captions. The captions of articles and sections and the table of contents of this Lease are for convenience only and have no effect on the interpretation of the provisions of this Lease.

26.2. Entire Agreement; Amendments. This Lease and all exhibits, addenda, schedules, and agreements referred to in this Lease constitute the final, complete, and exclusive statement of the terms of the agreement between Landlord and Tenant pertaining to Tenant's lease of space in the Building and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Lease by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Lease. This Lease may be amended only by an agreement in writing signed by Landlord and Tenant.

26.3. Partial Invalidity. If a court of competent jurisdiction holds any Lease clause to be invalid or unenforceable in whole or in part for any reason, the validity and enforceability of the remaining clauses, or portions of them, shall not be affected unless an essential purpose of this Lease would be defeated by loss of the invalid or unenforceable provision.

26.4. Binding Effect. This Lease shall bind and benefit the parties to this Lease and their legal representatives and successors in interest.

26.5. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of Florida. Venue shall be Charlotte County, Florida.

26.6. Notices. All notices (including requests, demands, approvals, or other communications) under this Lease shall be in writing.

26.6.1. Method of Delivery. Notice shall be sufficiently given for all purposes as follows:

(a) When personally delivered to the recipient, notice is effective on delivery.

(b) When mailed first class to the last address of the recipient known to the party giving notice, notice is effective on delivery.

(c) When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.

(d) When delivered by overnight delivery (e.g. Federal Express/Airborne/United Parcel Service/DHL World Wide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.

(e) When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective on receipt as long as (1) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery or (2) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be considered to have been received on the next business day if it is received after 5 p.m. (recipient's time) or on a nonbusiness day.

26.6.2. Refused, Unclaimed, or Undeliverable Notices. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

26.6.3. Addresses. Addresses for purposes of giving notice are as follows:

Landlord:
Howard Kunik, City Manager
City of Punta Gorda
326 W. Marion Avenue
Punta Gorda, FL 33950

With copy to:
Procurement Office
326 W. Marion Avenue
Punta Gorda, FL 33950

Tenant:
Sue Leahey/Bobbie Leahey
24683 Rio Villa Lakes Cir
Punta Gorda, FL 33950

Either party may change its address by giving the other party notice of the change in any manner permitted by this Section 26.6.

26.7. Force Majeure. If performance by a party of any portion of this Lease is made impossible by any prevention, delay, or stoppage caused by strikes; lockouts; labor disputes; acts of God; inability to obtain services, labor, or materials or reasonable substitutes for those items; government actions; civil commotions; fire or other casualty; or other causes beyond the reasonable control of the party obligated to perform, performance by that party for a period equal to the period of that prevention, delay, or stoppage is excused. Tenant's obligation to pay Rent, however, is not excused by this Section 26.7.

26.8. Time of the Essence. Time is of the essence of this Lease and each of its provisions.

26.9. Recording; Memorandum of Lease. Except as provided in this Section 26.9, neither this Lease nor any memorandum, affidavit, or other writing relating to this Lease may be recorded by either Landlord or Tenant, or anyone acting through, under, or on behalf of Landlord or Tenant. On request by either Landlord or Tenant, any lender or ground lessor, the non-requesting party shall execute a short form of Lease for recordation, containing (among other customary provisions) the names of the parties and a description of the Premises and the Lease Term. Landlord and Tenant shall execute, acknowledge before a notary public, and deliver that form to the requesting party within ten (10) calendar days after the request.

26.10. Transfer of Landlord's Interest. Landlord has the right to transfer all or part of its interest in the Building and Property and in this Lease. Such right shall also include the right to list the Premises on the MLS, and to show the Premises to prospective purchaser at reasonable times. The Landlord, however, shall not have the right to place "For Sale" signs on the Premises subject to the terms of this Lease. On such a transfer, Landlord shall automatically be released from all liability accruing under this Lease, and Tenant shall look solely to that transferee for the performance of Landlord's obligations under this Lease after the date of transfer. Landlord may assign its interest in this Lease to a mortgage lender as additional security. This assignment shall not release Landlord from its obligations under this Lease, and Tenant shall continue to look to Landlord for the performance of its obligations under this Lease.

26.11. Joint and Several Obligations of Tenant. If more than one individual or entity comprises Tenant, the obligations imposed on each individual or entity that comprises Tenant under this Lease shall be joint and several.

26.12. Right to Sell/Lease. Landlord reserves the absolute right to contract with any other person or entity to be a tenant in the Building, as Landlord, in Landlord's sole business judgment, determines best to promote the interests of the Building. Tenant does not rely on the expectation, and Landlord does not represent, that any specific tenant or type or number of tenants will, during the Lease Term, occupy any space in the Building.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

Karen Smith, CRA Recording Secretary

APPROVED AS TO FORM:

David Levin, CRA Attorney

LANDLORD:
COMMUNITY REDEVELOPMENT AGENCY
CITY OF PUNTA GORDA, FLORIDA

By: Rachel Keesling
Rachel Keesling, Chairman

WITNESSES:

Macalle Finkle
Signature of First Witness

Macalle Finkle
Printed Name of First Witness

Signature of Second Witness

David Drury
Printed Name of Second Witness

TENANT:

By: Sue M. Leahey
Sue Leahey

By: Bobbie Leahey
Bobbie Leahey

CONSTRUCTION SET - APRIL 17, 2006

Laishley Park
City of Punta Gorda

Punta Gorda, Florida
Floor Plan

EXHIBIT A

A21

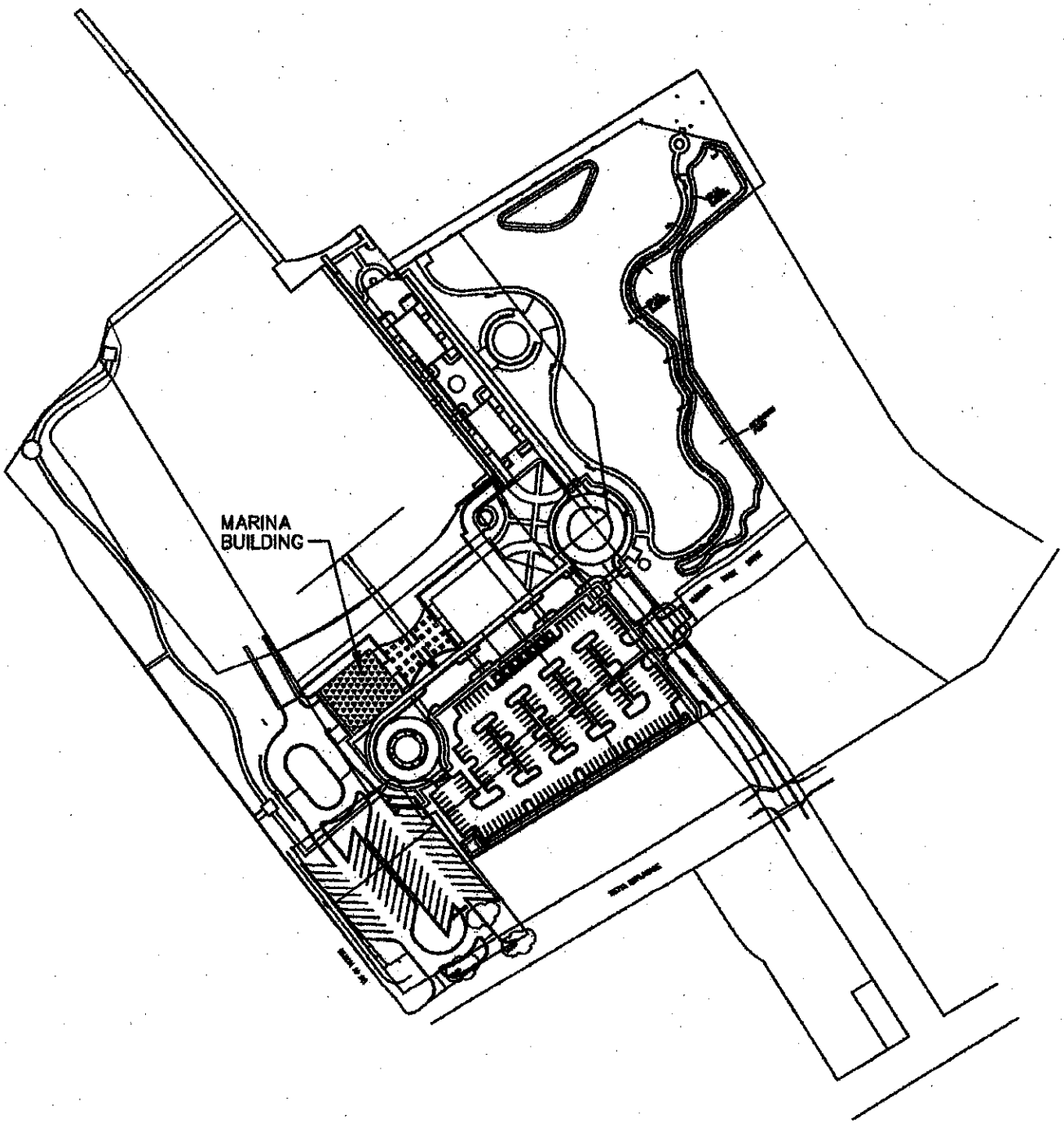


EXHIBIT B

CITY COUNCIL
CITY OF PUNTA GORDA
12/ 2/2026

CONSENT AGENDA

Title:	Invoice of Allen, Norton & Blue, P.A. for legal services rendered on October 31, 2026 in the amount of $519.05.
Funds:	General
Recommended Action:	City Council approval
Summary:	All invoices for legal services rendered to the City are brought to Council for approval. Allen, Norton & Blue, P.A. provides advanced Employment Law-related legal counsel. Fiscal year expenses, including this invoice total $3,334.05.
Department/Division:	City Manager

EXHIBITS:

1. Invoice #195906 in the amount of $519.05

ALLEN NORTON & BLUE
PROFESSIONAL ASSOCIATION
121 Majorca Ave., Coral Gables, FL 33134
305-445-7801
EIN: 59-1287650

November 13, 2026

Invoice No. 195906

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

INVOICE SUMMARY

For Professional Services Rendered through October 31, 2026

Client-Matter: 1731-00000

RE: Re: General Matters

Total Professional Fees	$ 2,385.00
Total Expenses	$ 519.05
TOTAL THIS INVOICE	**$ 2,904.05**

Invoice No. 195906 November 13, 2026

PROFESSIONAL SERVICES

Date	TKPR	Description	Hours	Amount
10/01/26	BK	Emails with PBA attorneys re: negotiation session	.10	25.00
10/02/26	BK	Conference call with PBA attorneys Brendan Coyle and Mike Braverman, follow-up call with Jeff Payne and emails with Jeff and with Brendan and Mike re: PBA negotiations	.70	175.00
10/06/26	BK	Emails with City and with PBA re: negotiation session	.10	25.00
10/13/26	BK	Review PBA's revised Oct. 23 proposal and compare with prior proposal and email with City re: same	.60	150.00
10/14/26	BK	Phone conference with Jeff Payne re: PBA proposal and City position	.10	25.00
10/20/26	MKM	Receipt, review and process Order Granting Joint Motion for Extension and update critical case deadlines.	.10	10.00
10/21/26	BK	Review correspondence from [redacted] re: actuarial study and pension board's involvement	.40	100.00
10/22/26	BK	Review email with Jeff Payne re: PBA negotiations, emails with PBA re: same, and phone conference with Jeff Payne re: same	.50	125.00
10/23/26	BK	Attend PBA negotiations, travel for same, and meet with Jeff Payne before and after negotiations	7.00	1,750.00
		TOTAL PROFESSIONAL FEES		**$ 2,385.00**

SUMMARY OF PROFESSIONAL SERVICES

Name	Staff Level	Hours	Rate	Total
Marie McAdams	Paralegal	.10	100.00	10.00
Brian Koji	Partner	9.50	250.00	2,375.00
Total		**9.60**		**$ 2,385.00**

EXPENSES

Date	Description	Amount
10/07/26	Out of Town Travel - BK (08/24) Mileage to/from Negotiations 226 mi	163.85
10/07/26	Out of Town Travel - BK - 09/28 - Mileage to/from Executive Session 226 mi	163.85
10/30/26	Out of Town Travel (PP) 10/22 - Mileage to/from Investigation 63.6mi	42.61
10/30/26	Out-of-town travel (BK) 10/23 - Mileage to/from re Negotiations	148.74
	TOTAL EXPENSES	**$ 519.05**
	TOTAL THIS INVOICE	**$ 2,904.05**

ALLEN NORTON & BLUE
PROFESSIONAL ASSOCIATION
121 Majorca Ave., Coral Gables, FL 33134
305-445-7801
EIN: 59-1287650

November 13, 2026

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

Invoice No. 195906

REMITTANCE ADVICE

Client-Matter: 1731-00000

RE: Re: General Matters

BALANCE DUE THIS INVOICE **$ 2,904.05**

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

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

For payment by wire or ACH in USD:

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

Please reference: Invoice 195906, File # 1731 - 00000

INVOICES ARE PAYABLE UPON RECEIPT

Proudly Representing Management for Over 50 Years

CITY COUNCIL
CITY OF PUNTA GORDA
12/ 2/2026

CONSENT AGENDA

Title:	Invoice of Leskovich Law Group, P.A. for legal services rendered through November 2026 in the amount of $5,850.00
Funds:	General
Recommended Action:	City Council approval.
Summary:	Invoice Number 1126 for legal services. City Attorney invoices are brought before Council for approval. Fiscal-year-to-date expenses total $104,218.36
Department/Division:	City Manager / Legal

EXHIBITS:

1. 11 November 2026

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

INVOICE NO. 1126

November 2026

(November 1 – November 20)

DATE	SERVICES	TIME	RATE	TOTAL
11/02/2026	Director's Meeting	1.00	200.00	200.00
11/02/2026	Preservation Letter	0.50	200.00	100.00
11/02/2026	SOE election certification	0.50	200.00	100.00
11/04/2026	Marketplace	0.75	200.00	150.00
11/09/2026	Director's Meeting	0.50	200.00	100.00
11/09/2026	FEMA Meeting	1.50	200.00	300.00
11/09/2026	Seawall Staging	0.50	200.00	100.00
11/10/2026	Councilperson meeting	1.0	200.00	200.00
11/11/2026	Council Announcement	0.75	200.00	150.00
11/11/2026	Flood Ordinance Complaint	0.25	200.00	50.00
11/11/2026	Boat Cover Code Complaint	0.25	200.00	50.00
11/11/2026	Laishley Marina Insurance	0.25	200.00	50.00
11/12/2026	Councilman Luncheon	1.25	200.00	250.00
11/12/2026	Code Fees and Procedures	1.00	200.00	200.00
11/13/2026	FEMA Meeting	1.00	200.00	200.00
11/16/2026	Prepare for and attend City Council Meeting	3.25	200.00	650.00
11/16/2026	Code Compliance Pre-Agenda Meeting	1.25	200.00	250.00
11/16/2026	Seawall Staging	0.75	200.00	150.00
11/17/2026	FEMA Meeting	2.00	200.00	400.00
11/18/2026	Prepare for and attend Council Meeting	5.0	200.00	1000.00
11/19/2026	Review Code Videos	0.50	200.00	100.00
11/20/2026	Prepare for and attend Code Compliance Board Meeting	3.50	200.00	700.00
11/20/2026	Public Works Easements	1.00	200.00	200.00
11/20/2026	Urban Design Easements	1.00	200.00	200.00
TOTAL		**29.25**		**$5,850.00**

CITY COUNCIL
CITY OF PUNTA GORDA
12/ 2/2026

REGULAR AGENDA

Title: "The Conquistadors" Mural Presentation

Funds:

Recommended Action: Staff recommends City Council approve the mural as presented.

Summary: Punta Gorda Historic Mural Society has submitted a presentation for the proposed mural, "The Conquistadors", to be painted by Keith Goodson on Dean's South of the Border Restaurant, at 130 Tamiami Trail, Punta Gorda. Keeping in line with other recently approved murals, the mural will be installed on panels, allowing them to be removed, stored, and protected during dangerous weather events or during other times as may be necessary to protect the murals.

Department/Division: Urban Design

EXHIBITS:

1. "The Conquistadors" Mural

New Mural
“The Conquistadors”

Kelly Gaylord
President
Punta Gorda Historic
Mural Society

PUNTA GORDA HISTORIC
Mural Society
WWW.PUNTAGORDAMURALS.ORG

New Mural “The Conquistadors”

<u>Detailed Mural Sketches</u>

Artist: Keith Goodson (has painted 9 murals for PGHMS)



- Replaces mural painted in 2008 and lost when building was repainted in 2025
- Hernando de Soto on the left with his Andalusian horse and Bruto, his Spanish greyhound
- Juan Ponce de León on the right arriving at the outer islands of southwest Florida



Location: West-facing Wall of Dean's South of the Border

- Dean's South of the Border Restaurant, 130 Tamiami Trail
- Mural will be installed on aluminum panels (each 5' x 8') making them removable if needed in the future



Sketch of Mural on Dean's South of the Border

CITY COUNCIL
CITY OF PUNTA GORDA
12/ 2/2026

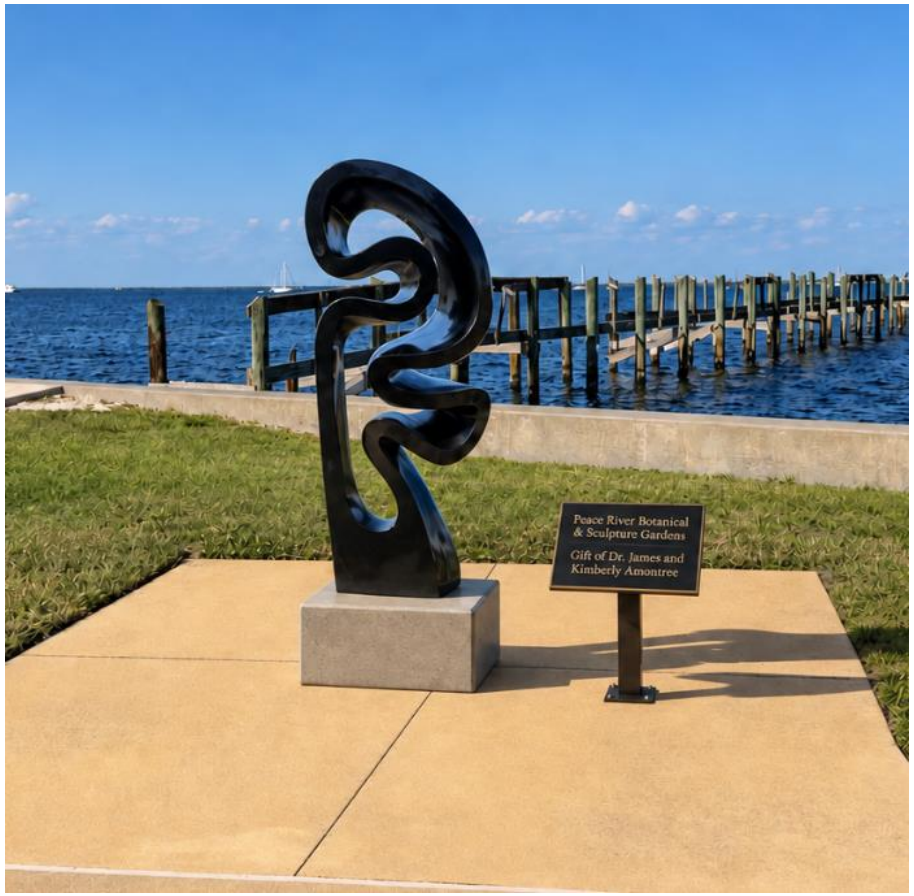
REGULAR AGENDA

Title:	Peace River Botanical & Sculpture Garden Public Art Proposal
Funds:	
Recommended Action:	Direction to staff.
Summary:	Peace River Botanical & Sculpture Gardens wants to place a piece of art within Gilchrist Park. The sculpture will be installed and maintained by Peace River Botanical & Sculpture Gardens.
Department/Division:	Urban Design

EXHIBITS:

1. Presentation

Sculpture Display



City Council
November 18, 2026
Urban Design Division

What is Public Art?

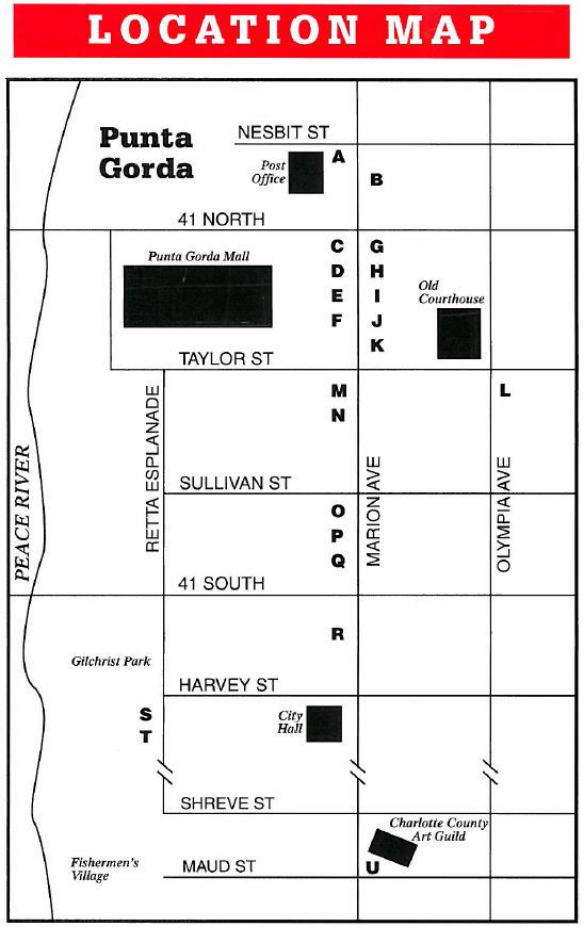
- "Simply put public art is art in public spaces."
  - *Americans for the Arts*

- "Public art can express community values, enhance our environment, transform a landscape, heighten our awareness, or question our assumptions."
  - *Association for Public Art*

- "Art washes away from the soul the dust of everyday life."
  - *Pablo Picasso*

Punta Gorda

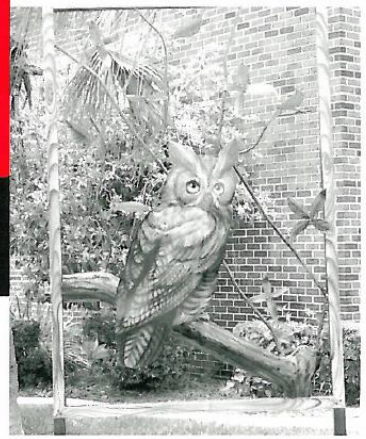
Art Around Town 2001



ART AROUND TOWN, INC.

2001 Outdoor Sculpture Exhibit

Punta Gorda, Florida



Date: April 2001 through April 2002

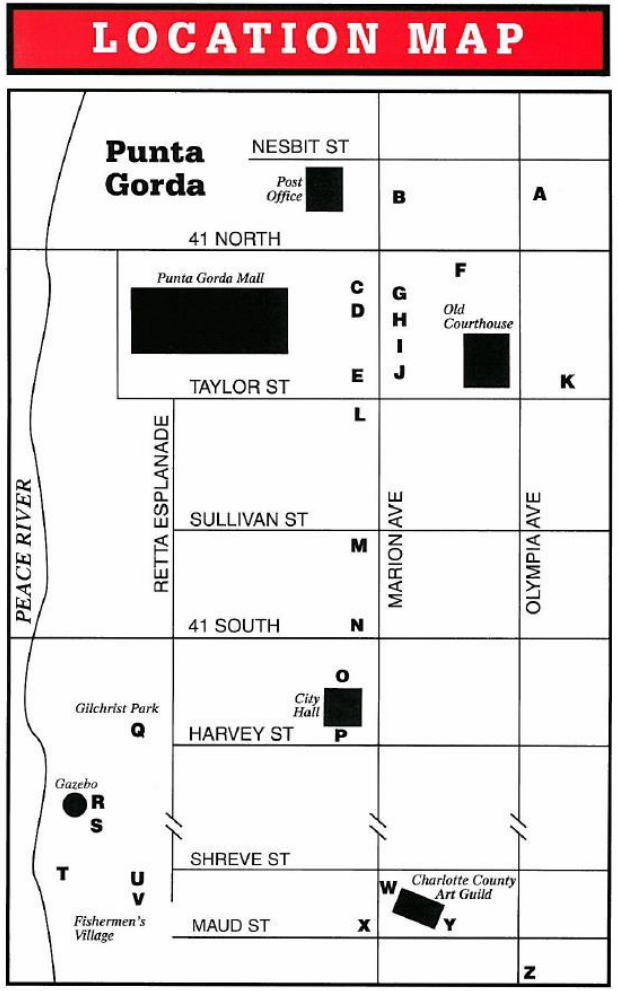






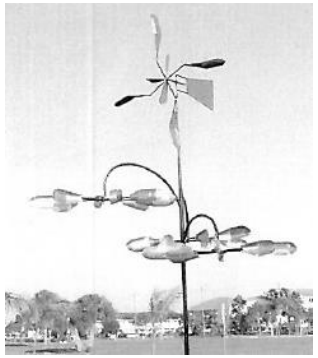
Punta Gorda

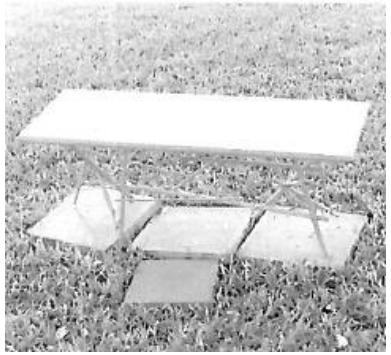
Art Around Town 2003





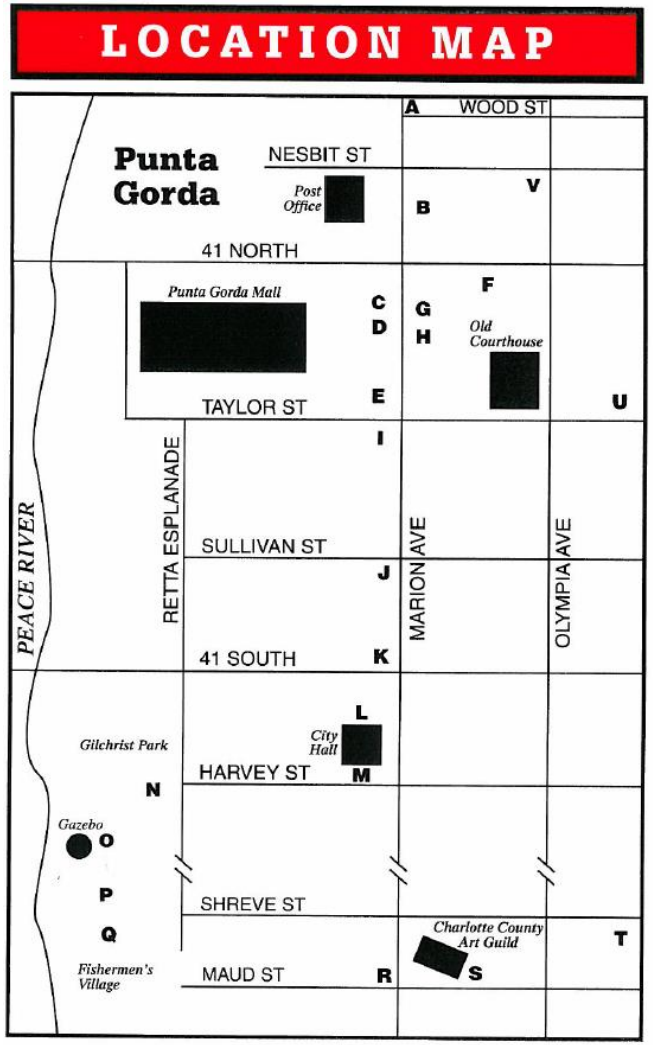




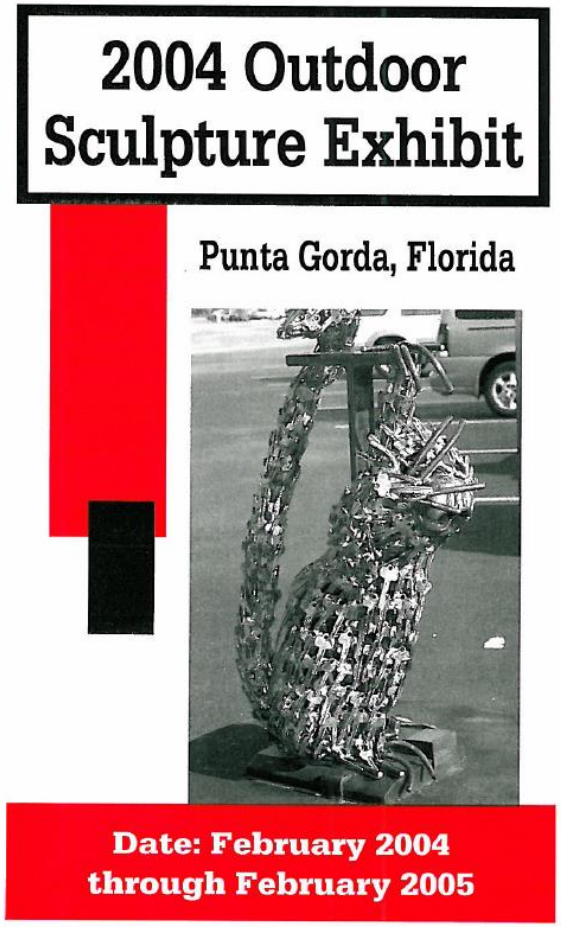


Punta Gorda

Art Around Town 2004



ART AROUND TOWN, INC.





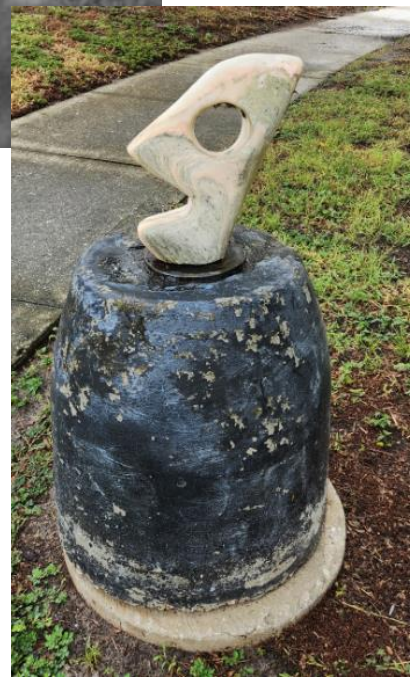




Punta Gorda

Public Art Today













Public Art Around Town

- Public Art
- Statues
- Murals

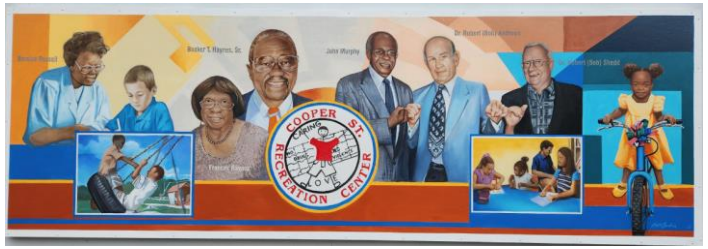






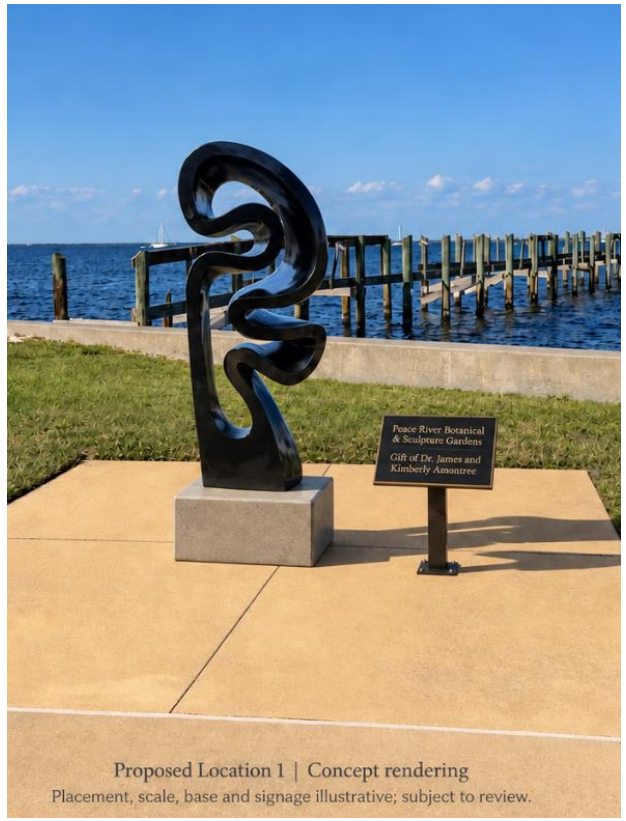








Peace River Botanical & Sculpture Gardens



Proposed Location 1 | Concept rendering
Placement, scale, base and signage illustrative; subject to review.



Proposed Location 2 | Concept rendering
Placement, scale, base and signage illustrative; subject to review.

PEACE RIVER
BOTANICAL
& SCULPTURE
GARDENS

Punta Gorda

Council Direction



Punta Gorda

CITY COUNCIL
CITY OF PUNTA GORDA
12/ 2/2026

REGULAR AGENDA

Title: Metropolitan Planning Organization Consolidation Feasibility Report Update

Funds:

Recommended Action: Council discussion and consideration of motion requested by the Charlotte County-Punta Gorda Metropolitan Planning Organization.

Requested Motion Components:

- Request that the Charlotte County Board of County Commissioners, the City of Punta Gorda Council and the Charlotte County Airport Authority provide support for the continued independence of the Charlotte County Punta Gorda MPO in their 2027 state and federal legislative and policy statements.
- Authorize the Chair to submit a Board comment letter documenting concerns regarding MPO consolidation, including impacts to representation, governance, funding, and project prioritization.
- Direct staff and legal counsel to evaluate potential impacts, risks, and safeguards associated with MPO consolidation and report back to the Board.
- Continue coordination with regional planning partners while preserving Charlotte County's local transportation planning authority.
- Support maintaining the Charlotte County–Punta Gorda MPO as an independent MPO and oppose any state mandate requiring its consolidation with the Lee County MPO and Collier MPO, consistent with the City's support for local decision-making and home rule.

Summary: Lakshmi Gurram from the Charlotte County-Punta Gorda Metropolitan Planning Organization (MPO) will provide a presentation on the MPO consolidation feasibility report.

Department/Division: City Manager

EXHIBITS:

1. Presentation

MPO Consolidation Feasibility Report Update

Charlotte County-Punta Gorda MPO Board Meeting

December 2026



Introduction

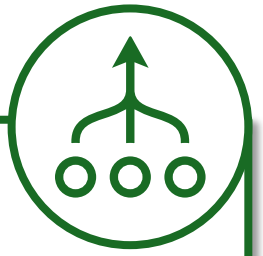
The General Appropriations Act (HB 5001E) requires a feasibility report to be submitted to the Governor and Legislature by **December 31, 2026.**

The report will compare:



CURRENT

Keep three MPOs



CONSOLIDATE

Create one MPO

The report will cover:

Trends and conditions

Trends, MPO structure, and coordination

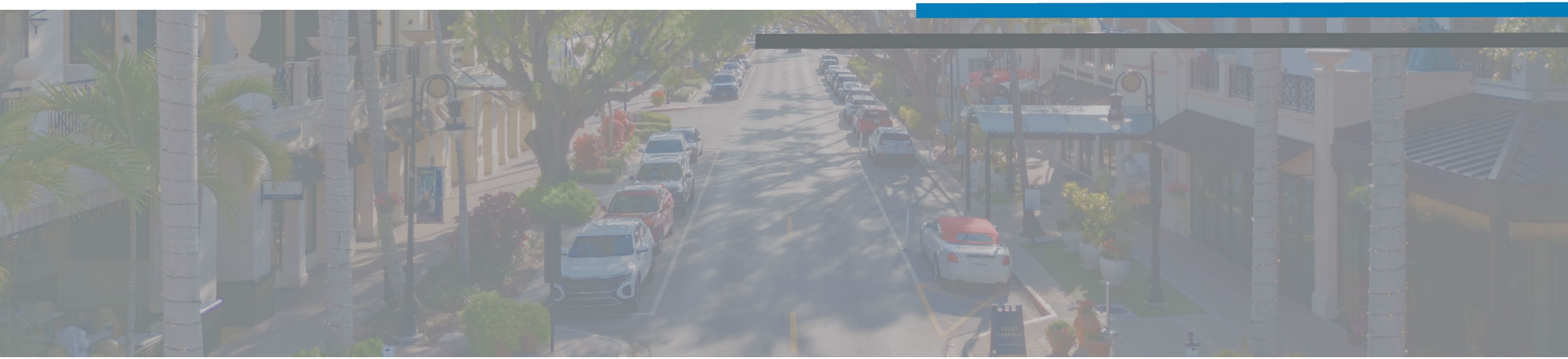
Benefits

To keep three MPOs or create one

Transition and costs

Process, spending, savings, and considerations

CURRENT

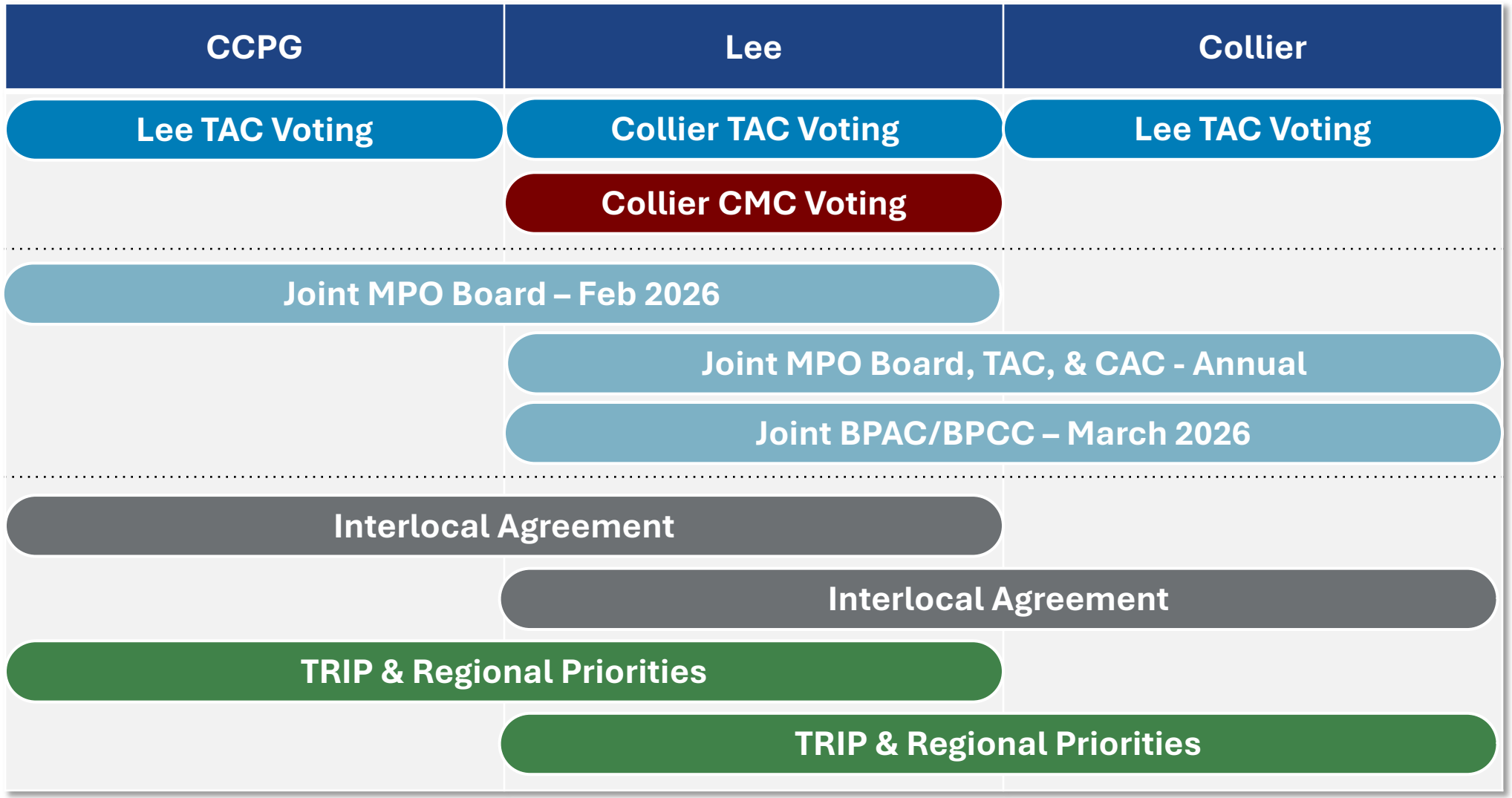


Current Planning Processes

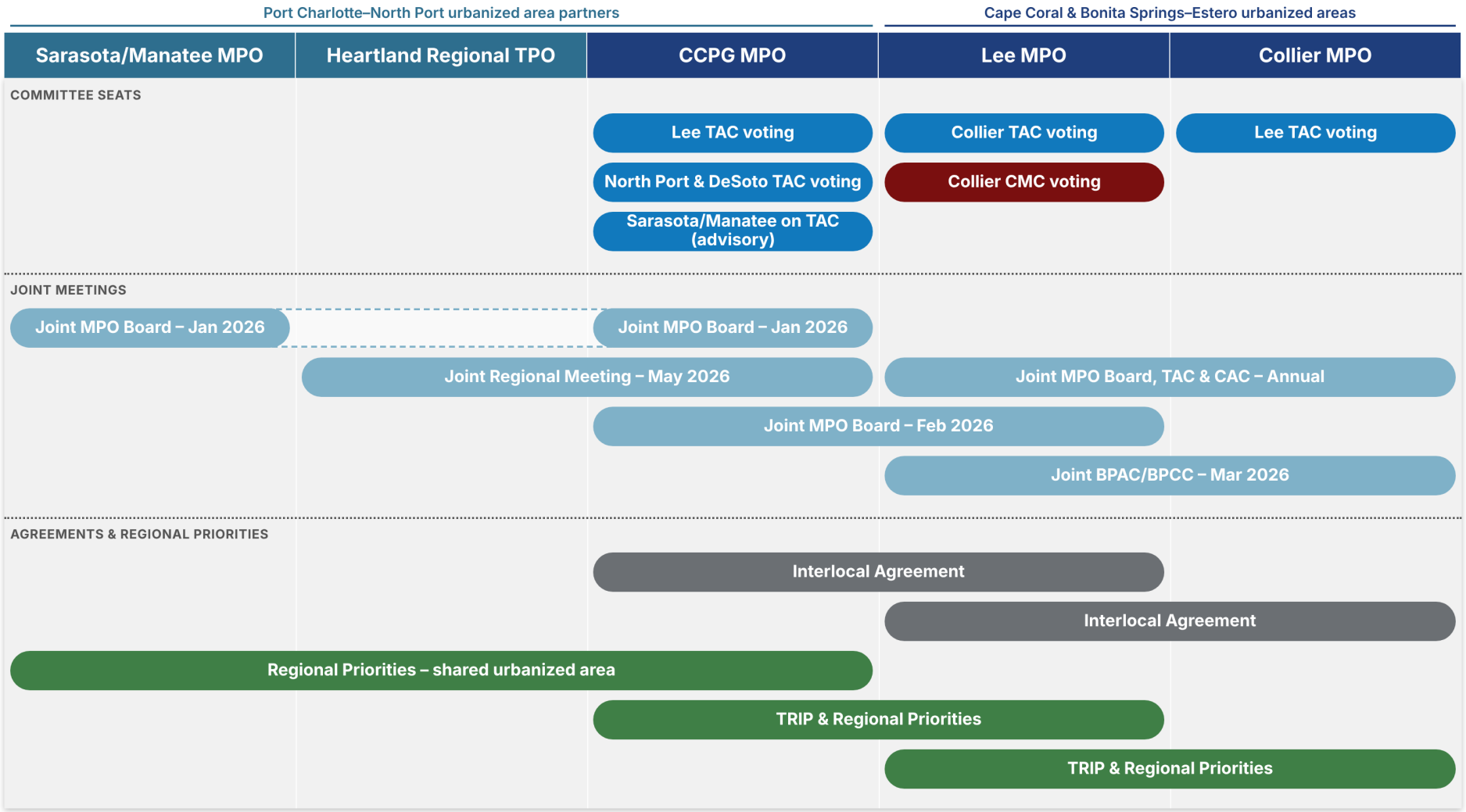
	CCPG	Lee	Collier	Total
MPO Board Seats	5	18	9	**32**
Local Government/Agencies Represented	3	7	4	**14**
Committees	4	6	5	**15**
Required Plans/Process* *(PPP, LRTP, TIP, LOPP, UPWP, & CMP)*	6	6	6	**18**

**23 CFR 450 Subpart C Metropolitan Transportation Planning and Programming and Section 339.175, Florida Statutes.*

Current Collaboration



Current Collaboration with partners to the North and to the East



Dashed bars skip the column(s) they cross. Northern partner items (Sarasota/Manatee, Heartland) to be confirmed against current interlocal and TRIP agreements.

Current Budgeted

Total Budgeted for Four Years

Budget Category	Charlotte	Lee	Collier	Total
Personnel	$2,333,000	$3,869,000	$2,999,000	$9,201,000
Consultant	$633,000	$3,409,000	$3,240,000	$7,282,000
Subtotal	$2,966,000	$7,278,000	$6,239,000	$16,483,000
All Other Costs	$379,000	$740,000	$398,000	$1,517,000
Total UPWP	**$3,345,000**	**$8,018,000**	**$6,637,000**	**$18,000,000**

Source: FY24/25-25/26 and FY26/27-27/28 UPWPs. Includes all fund sources except for $2,171,265 in FTA 5307 funds passed through to the transit agencies.

Population and Board Representation

2025 population and possible seats on a merged 25-seat MPO Board

County	2025 Population	Share	Agencies on the MPO Board Today	Seats Today	Possible Merged Seats (25)
Lee	839,223	57%	Lee County (5), Cape Coral (5), Fort Myers (3), Bonita Springs (2), Estero (1), Sanibel (1), Fort Myers Beach (1)	18	~14: Lee County 5, Cape Coral 4, Fort Myers 2, Bonita Springs 1, Estero 1, Sanibel/Fort Myers Beach 1 (shared)
Collier	413,314	28%	Collier County (5), Naples (2), Marco Island (1), Everglades City (1)	9	~7: Collier County 4, Naples 2, Marco Island 1 (Everglades City shared or rotating)
Charlotte	223,430	15%	Charlotte County (3), Punta Gorda (1), Charlotte County Airport Authority (1)	5	**~4: Charlotte County 3, Punta Gorda 1 (Airport Authority seat at risk)**
Total	**1,475,967**	**100%**	**14 agencies**	**32**	**25**

Florida law caps MPO Boards at 25 voting members, at least one-third county commissioners (s. 339.175(3), F.S.); the Governor approves the apportionment. Lee alone would hold a majority (~14 of 25). Merged seats are illustrative and would be set in a merger agreement.
Source: Florida EDR/BEBR April 1, 2025 county population estimates; current MPO Board memberships.

Allocated Current Budget : Charlotte and Lee

Consultant presentation vs. adopted UPWPs, four years (FY 24/25–FY 27/28)

Charlotte County–Punta Gorda MPO

Budget Category	Presentation	Adopted UPWP	Difference
Personnel	$2,333,000	$2,230,705	**($102,295)**
Consultant	$633,000	$247,449	**($385,551)**
All Other Costs	$379,000	$344,220	**($34,780)**
Total UPWP	**$3,345,000**	**$2,822,374**	**($522,626)**

Largest gap: consultant costs. Source: CCPG-adopted FY 2024/25–2025/26 and FY 2026/27–2027/28 UPWPs.

Collier UPWP shows $3.35 million for four years

Lee MPO

Budget Category	Presentation	Adopted UPWP	Difference
Personnel	$3,869,000	$3,578,600*	**($290,400)**
Consultant	$3,409,000	$2,683,247**	**($725,753)**
All Other Costs	$740,000	$698,000	**($42,000)**
Total UPWP	**$8,018,000**	**$6,959,847**	**($1,058,153)**

**Includes $1,232,122 budgeted for LeeTran for transit planning activities.*
***Includes $250,000 in discretionary funds from a federal SS4A grant.*

$1,580,779
Charlotte and Lee overstated over four years

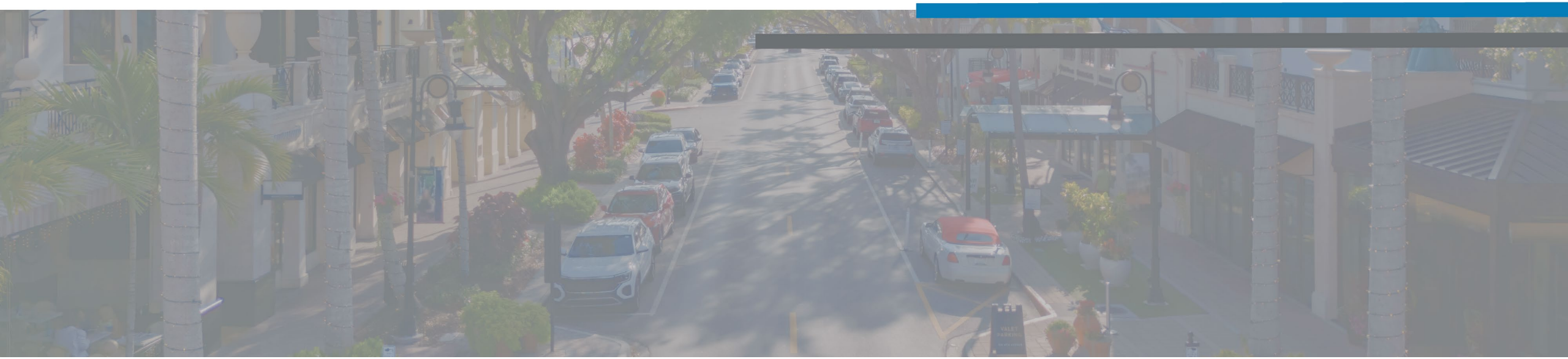
$11,733,744
Four-year PL funds for all three MPOs

Benefits

Keep Three MPOs

- County level decision-making
- Representation remains the same
- Planning process for each county
- Individual operational continuity
- Individual TIPs coordinate regional projects

CONSOLIDATE



Consolidated Planning Process

	One MPO	Three MPOs
MPO Board Seats	25	32
Local Government/Agencies Represented	14	14
Committees *(TAC, CAC, BPAC, TDLCB [3], TMOC, & Executive Committee)*	8	15
Required Plans *(PPP, LRTP, TIP, LOPP, UPWP, & CMP)*	6	18

**Florida Statutes limits MPO Boards to 25. All local governments/agencies maintain representation. Committee structure is aligned with current committees.*

Meetings Under Lee Structure

Added meetings and costs for Charlotte per year (estimated)

Meeting	Today	Lee Structure	Added
MPO Board	~6	~10	+4
Executive Committee	0	~4	+4
TAC	~6	~10	+4
CAC	~6	~10	+4
BPAC (Lee BPCC)	~4	~10	+6
TMOC (congestion)	0	~6	+6
Local Coordinating Board	~4	~4	0
Total per Year	**~26**	**~50–54**	**+24–28**

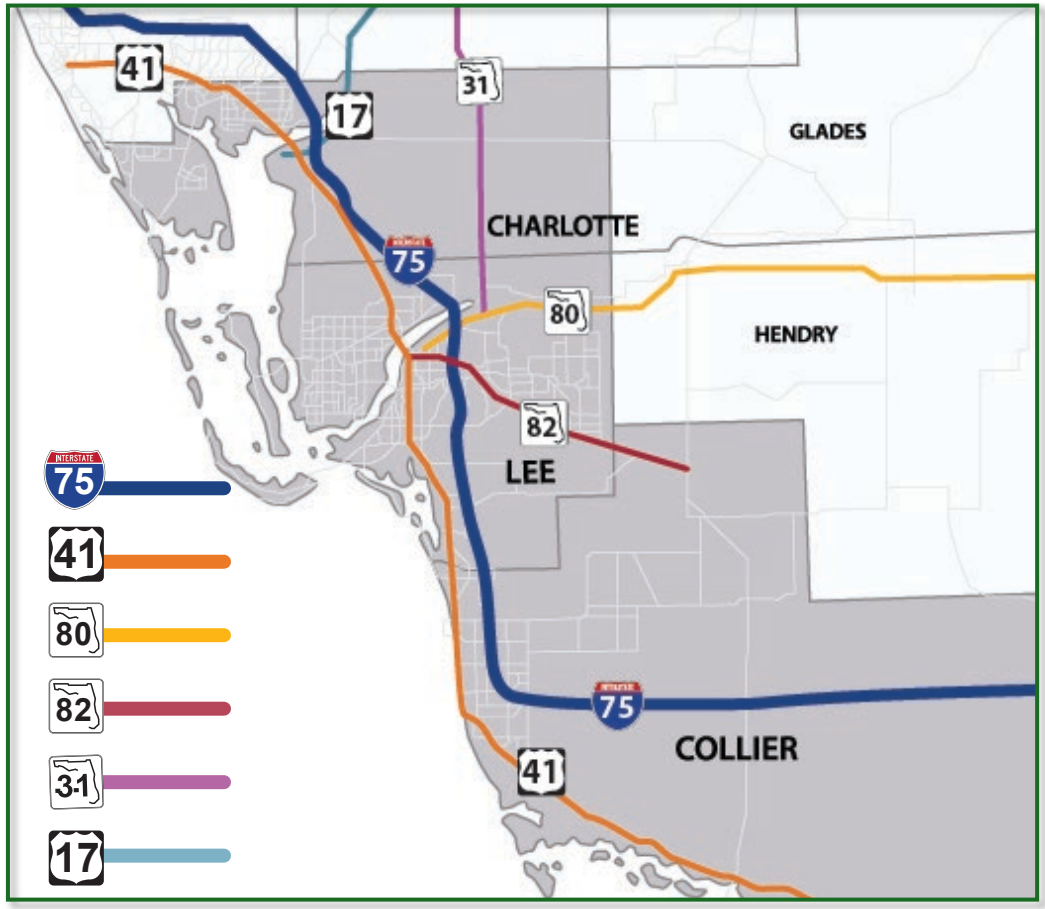
Added Cost	Per Year
Mileage	$7K–$9K
Staff time	$7K–$9K
Other	~$2K
Total per Year	**~$18,000**
Four-Year Total	**~$72,000**

Assumes meetings in Fort Myers (25–40 miles each way; 60–80 miles to Naples) and about 150 extra round trips a year for Charlotte Board members, committee members and staff. Mileage at the IRS rate of 76¢/mile. Meeting counts are estimates; confirm against adopted calendars.
Not counted: 1.5–2.5 hours of added driving per meeting for elected officials and volunteers.
Collier costs are not included

Collaboration

The region is growing.

Regional collaboration becomes part of everyday business.



Potential One-Time Transition Costs

Category	Summary of Activities	Low Estimate	High Estimate
Coordination	• Three MPOs, FDOT, FHWA/FTA, and transit partners • Temporary committee and meeting support	**$35,000**	**$67,000**
Governance structure	• Board membership, boundaries, and local dues • Committee restructuring • Apportionment plan • Interlocal and Intergovernmental agreements	**$165,000**	**$270,000**
Operational structure	• Hosted versus independent operating model • Office location and lease/moving assessment • Staffing and benefits • Operating and administrative systems	**$99,000**	**$170,000**
Core planning and requirements	• Bylaws, policies, procedures, and continuity of operations plan • Regional project prioritization process • Regional public participation plan	**$175,000**	**$370,000**
Relocation Expenses	• Moving • Office buildout	**$180,000**	**$655,000**
Total estimated transition expenditures		**$654,000**	**$1,532,000**

Additional One-time Transition Costs: Tampa Bay Model

Consultant estimate plus costs left out, scaled from the Tampa Bay merger

Category	Consultant Estimate	Additional Cost Estimate*	Potential Total Range
1. Coordination	$35,000 – $67,000	**$75,000 – $190,000**	$110,000 – $257,000
2. Governance Structure	$165,000 – $270,000	**$50,000 – $150,000**	$215,000 – $420,000
3. Operational Structure	$99,000 – $170,000	**$285,000 – $870,000**	$384,000 – $1,040,000
4. Core Planning & Compliance	$175,000 – $370,000	Not quantified	$175,000 – $370,000+
5. Relocation Expenses	$180,000 – $655,000	TBD	$180,000 – $655,000+
6. Contingency	$0	**$105,000 – $410,000**	$105,000 – $410,000
Total	**$654,000 – $1,532,000**	**$515,000 – $1,620,000**	**$1,169,000 – $3,152,000+**

**** Additional costs include legal work, IT and data migration, leave payouts, transit agreement updates and a contingency, scaled from Tampa Bay's start-up budget ($2.5M subsidy and $5.5M cash float). Planning and relocation could run higher.***

Potential Total Budgeted

For Four Years

	Remain Three MPOs	Create One MPO High	Create One MPO Low
Personnel	$9,201,000	$7,547,000	$6,662,000
Consultant	$7,282,000	$7,020,000	$6,863,000
Leases	$124,000	$92,000	$315,000
All Other Cost	$1,424,000	$1,269,000	$1,145,000
Sub Total	$18,000,000	$15,928,000	$14,985,000
One-Time Transition Costs	$0	$1,532,000	$654,000
Total	**$18,000,000**	**$17,460,000**	**$15,639,000**

Revised Potential Total Budget – MPO interpretations

Four years, with Tampa Bay model transition costs and added travel

	Remain Three MPOs	Create One MPO High	Create One MPO Low
Four-Year Operating (PL)	$11,733,744	$10,383,000	$9,768,000
One-Time Transition (Tampa Bay)	$0	$3,152,000	$1,169,000
Added Board & Committee Travel	$0	$72,000	$72,000
Total	**$11,733,744**	**$13,607,000**	**$11,009,000**
Savings / (Cost) – Four Years	—	**($1,873,000)**	**$724,000**
Savings / (Cost) – Per Year	—	**($468,000)**	**$181,000**

Operating: $11.73M four-year PL baseline
Transition: Tampa Bay–based estimate ($1.17M–$3.15M). Travel: about $18K a year in added Charlotte travel to meetings in Lee County (Collier's added travel not included).
Green = savings; red = added cost.
Other costs not included: Host agency's indirect cost rate (about 25 percent for hosted MPOs, according to FHWA), the start-up cash float, members' time away from other duties, and Collier's added travel, including the cost for this study, which is about $500,000
Staffing: the consultant's savings assume 7–10 staff for 1.3 million people across three counties. A realistic range is about 14–20 staff.
National benchmarks (FHWA and GAO) suggest about one staff member per 48,000 people (about 27), and Palm Beach TPA serves 1.5 million people in one county with 14-16 staff.

City of Punta Gorda: Representation

What changes for the City if the MPOs consolidate

Item	CCPG MPO today	Merged MPO
City seat	1 of 5 votes (20%)	**At most 1 of 25 (4%); may be shared**
Charlotte voice	5 of 5 seats	**~4 of 25 seats (~16%)**
City project priorities	Ranked by CCPG Board	**Ranked on one regional list**
FDOT local funding agreements	City works with FDOT	**Unchanged**
Board meetings	Port Charlotte	**Likely Fort Myers**

Effects of Consolidation

- Smaller cities (Punta Gorda, Naples, Marco Island, Sanibel, Fort Myers Beach) may be asked to share or rotate seats.
- Downtown, Harborwalk and safety projects are small-dollar and compete with Lee's larger corridors.
- The City can still fund enhancements with FDOT directly.
- Council members travel farther to meetings.
- Ask: any merger agreement should guarantee Punta Gorda its own seat.

Merged seat split is illustrative (~14 Lee / 7 Collier / 4 Charlotte under the 25-seat cap, s. 339.175(3), F.S.). Red = loss of local control; green = unchanged.

Punta Gorda Projects

City projects in the pipeline and their risk under a merged MPO

Project	Cost	Status	Risk if merged
US 41 NB complete street, William St to Peace River Bridge	~$6.7M	Funded; City LFA $612,588	None to Low
Cooper St complete street, Airport Rd to E. Marion Ave	~$3.0M	Funded through construction	None to Low
Safety projects: US 41, Cooper St, Marion Ave (CSAP)	~$1.0M	FUNDED - Design	Low
US 41 SB Harborwalk Phase II ADA ramp	~$0.69M	Deferred to 2027	Medium
US 41 NB South Alligator Creek bike-ped bridge	~$0.82M	Unfunded; City to apply	High
Harborwalk Phase IV bridge lighting	~$0.36M	Unfunded	High
Taylor Rd, Airport Rd to US 41 (joint City–County)	~$27.9M	Unfunded	High

Risk: funded projects carry forward; small unfunded City priorities (~$30M) would compete on one regional list.
Sources: CCPG MPO 2026 Project Priorities; FDOT District One Work Program; City of Punta Gorda CIP. CSAP total combines four City segments ($0.12M, $0.29M, $0.33M, $0.26M).

Potential Risks

What could we lose in a merged MPO

1. **Voice**
   Seat could be shared or rotated with other small cities and Fewer guaranteed committee seats
2. **Project Priorities**
   Safety projects lose on a regional list and More local match, less control
3. **Access to meetings**
   Meetings likely in Fort Myers and harder for residents, many of them seniors, to attend
4. **Resiliency**
   Slower reprioritization of projects after hurricanes

2050 LRTP: City Needs Plan Projects

Punta Gorda-area projects in the Needs Plan with no funding through 2050

Project	LRTP ID	Improvement	Cost (2025$)	Facility
US 41 NB & SB bridges, Marion Ave to N of Peace River	S5D, S5F	Bridge improvements	$397.3M	State
US 41 Westside trail, Taylor Rd to Burnt Store Rd	LOPP 3H	8-ft MURT	$5.5M	State
US 41 NB bike-ped bridge, Alligator Creek	LOPP 11	Bike-ped bridge	$3.8M*	State
US 41 downtown, Taylor Rd / Carmalita St to Marion Ave	S5C, S5E	Operational	$1.6M	State
US 41 Westside trail, Taylor Rd to Burnt Store Rd	LOPP 3H	8-ft MURT	$5.5M	State
US 41 at Aqui Esta Dr, Taylor Rd, Airport Rd, Jones Loop Rd	S7E, S7G–I	Intersections (4)	$7.8M	State
Airport Rd, Taylor Rd to Piper Rd	R14	Widen 2 to 4 lanes	$38.5M	Local
Taylor Rd trail Ph I & II, Royal Rd to Airport Rd	LOPP 1–2	8-ft MURT	$13.9M	Local
Burnt Store Rd at Home Depot Plaza	R27	Intersection	$2.0M	Local
Harborwalk Phase IV, W Retta Esplanade to Peace River Bridge	LOPP 9	Underpass and lighting	$0.36M	City
Total, City-area unfunded needs			**$557.0M**	

Takeaway: About $416M of the $557M is FDOT's dollars on US 41. The ~$141M in local needs (Taylor Rd, Airport Rd, trails, Harborwalk) has no state sponsor and would compete on a regional list.

*Present-day value (2025$). *Construction only; the City's current estimate for this bridge is ~$0.82M (slide 20). Green = state facility; red = local (higher merger risk).*
Source: CCPG MPO 2050 LRTP Summary Report (adopted Oct 2, 2025): Tables 19–21 and Appendix B. City-area = in or next to City limits.

Benefits

Create One MPO

- Collective representation and decision making
- One planning process to align priorities across county boundaries
- One set of integrated planning documents
- Robust committees
- Pools staff, data, & resources
- Potential administrative & operational efficiencies

Considerations for Consolidation

- Voting Membership/Representation
- Hosted v. Independent Operating Model
- Local Dues
- Transition Timing & Funding
- Prioritization Process

Unanswered Questions

Six questions to resolve before any consolidation decision

1. **Who covers the lost PL base funding?**
   Merging three MPOs into one could drop two of the ~$350K bases, about $700K a year.
2. **How are planning funds and priorities split?**
   How PL and transit funds are shared, and who decides which county's projects go first.
3. **Who pays the $1.2–3.2M transition cost?**
   FDOT, the Legislature or local governments, and whether PL funds can be used.
4. **Who fronts the cash until reimbursements arrive?**
   Tampa Bay needed a $5.5M cash float; a host government, upfront dues or a credit line?
5. **What do Charlotte County and Punta Gorda pay?**
   Local match and dues under a merged MPO, compared with today.
6. **How are the costs split?**
   Staff, office, legal and travel costs: shared by population, equally, or by a negotiated formula?

Until these questions are answered, the costs are incomplete

Staff Recommendations

Motion to:

1. Request that the Charlotte County Board of County Commissioners, the City of Punta Gorda Council and the Charlotte County Airport Authority provide support for the continued independence of the Charlotte County–Punta Gorda MPO in their 2027 state and federal legislative and policy statements;
2. Authorize the Chair to submit a Board comment letter documenting concerns regarding MPO consolidation, including impacts to representation, governance, funding, and project prioritization;
3. ~~Direct staff to brief and request input or resolutions of support from all local entities but not limited to Planning departments, Charlotte County Transit, and the MPO's advisory committees, and to include their positions in the Board's comment letter;~~
4. Direct staff and legal counsel to evaluate potential impacts, risks, and safeguards associated with MPO consolidation and report back to the Board;
5. Continue coordination with regional planning partners while preserving Charlotte County's local transportation planning authority.
6. "Support maintaining the Charlotte County–Punta Gorda MPO as an independent MPO and oppose any state mandate requiring its consolidation with the Lee County MPO and Collier MPO, consistent with the City's support for local decision-making and home rule"

Thank you

CITY COUNCIL
CITY OF PUNTA GORDA
12/ 2/2026

REGULAR AGENDA

Title:	Parking Regulations for Medical Uses and Accessible Spaces
Funds:	
Recommended Action:	For discussion and feedback.
Summary:	During recent public hearings, City Council members expressed interest in further discussing parking requirements found in Chapter 26, Land Development Regulations, Punta Gorda Code, most specifically related to parking for medical uses and ADA parking requirements.
Department/Division:	Urban Design

EXHIBITS:

1. Presentation

LDR Discussion – Medical Uses & Parking

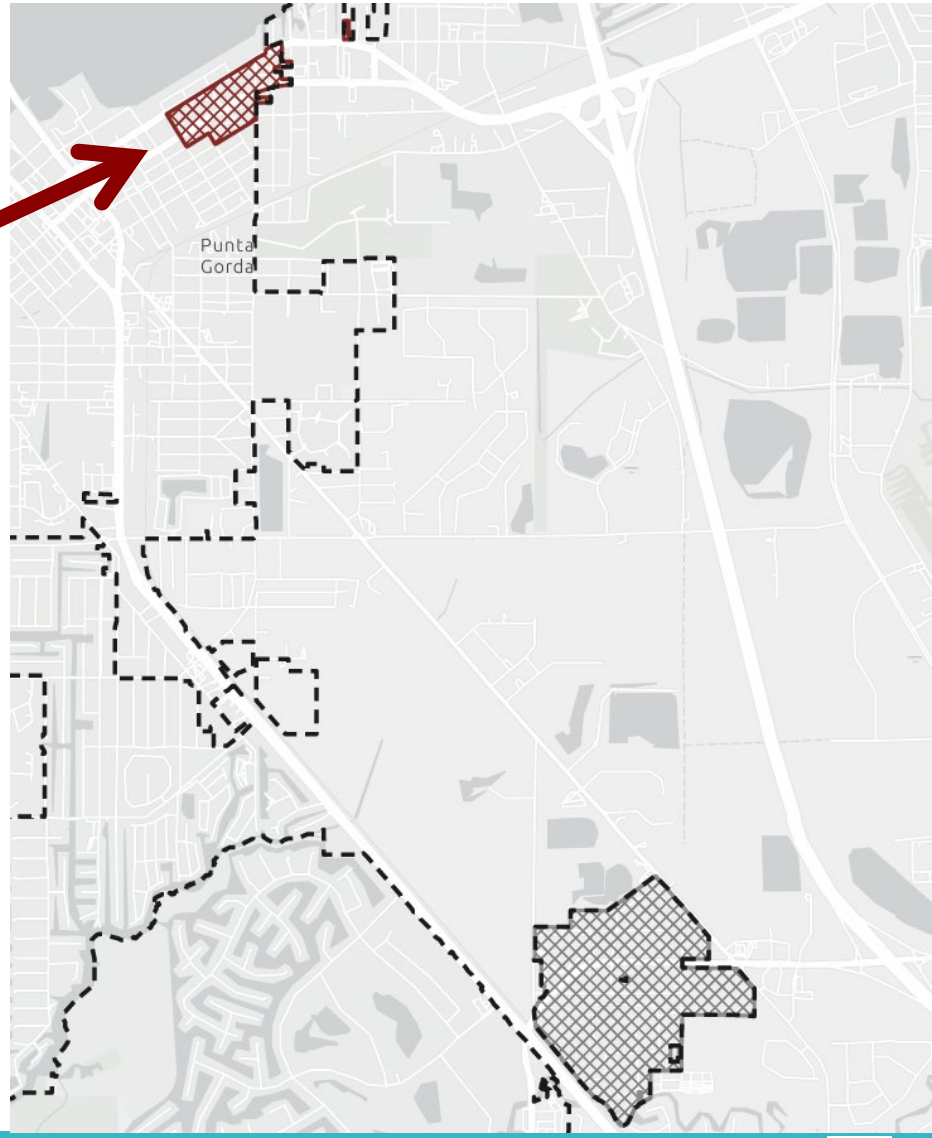


Punta Gorda

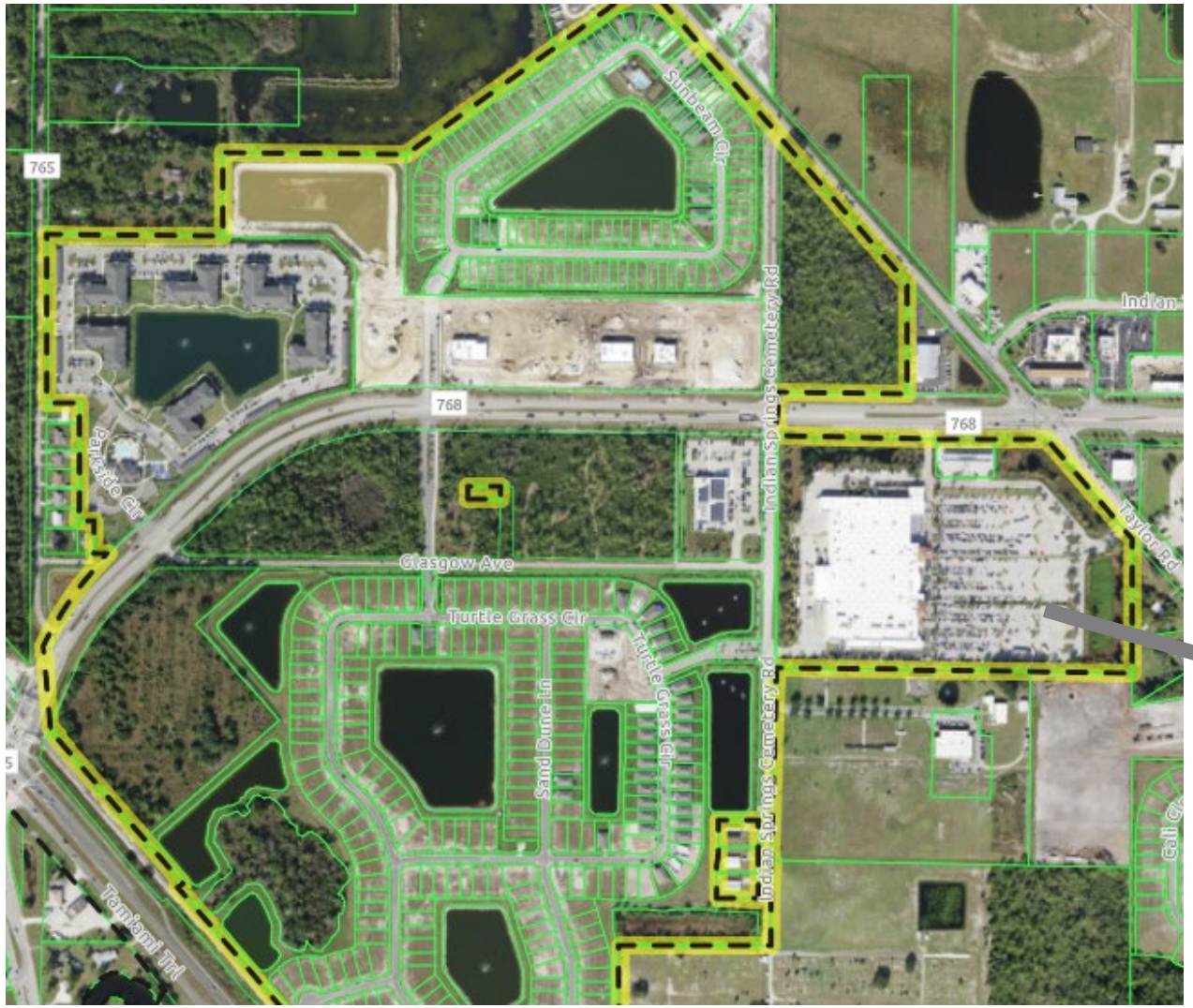
Planning Department
December 2, 2026

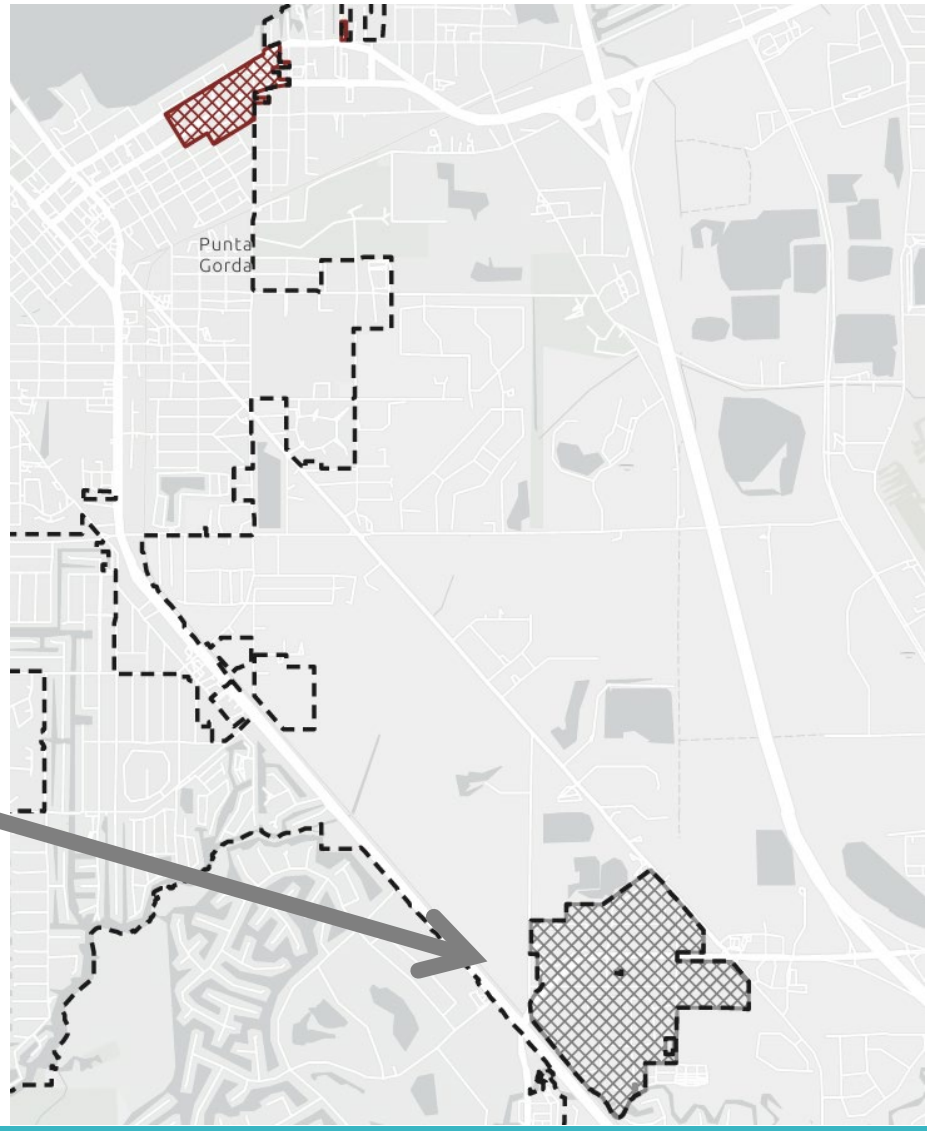
Medical Overlay (MO) District





Interchange Comm. (IC) Overlay District





Parking Ratios for Medical Uses

	Hospital	Medical Office	Assisted Living Facility
Punta Gorda	1.2 per bed	2.5 per 1,000 sf	0.25 per bed + 1 per employee
Highest	1 per bed + 1 per employee *1	6.67 per 1,000 sf *2	1.12 per bed *1
Lowest	0.25 per bed + 1 per doctor + 0.25 per employee *3	2 per 1,000 sf *4	0.33 per bed + 0.33 per employee *5
ITE Parking Gen.	4.5 per bed (OR 2.3 per 1,000 sf)	4.6 per 1,000 **	0.54 per bed

Areas reviewed include:
Charlotte County*2, Lee County*1, Fort Myers, Fort Myers Beach*4, Cape Coral, North Port*3, Sarasota, Sarasota County, Desoto County, Arcadia*5, LaBelle, and Moore Haven

**49% average peak parking occupancy

Punta Gorda

Example of Required Spaces

	Hospital	Medical Office	Assisted Living Facility
Punta Gorda	120	50	75
Highest	150	134	112
Lowest	48	40	50
ITE Parking Gen.	450	92	54

Example scenarios used:
Hospital & ALF – 100 beds, 50 employees, 10 doctors
Medical Office – 20,000 square feet

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ADA Requirements – Fla. Stat.

Partially regulated by Florida Statute § 553.5041:

(4) The number of accessible parking spaces must comply with the parking requirements in s. 208 of the [federal Americans with Disabilities Act Standards for Accessible Design] and the following:

(a) […] one accessible parking space in the immediate vicinity of a *publicly owned or leased building* that houses a governmental entity or a political subdivision […]

(b) […] one accessible parking space for each 150 metered on-street parking spaces *provided by state agencies and political subdivisions*.

(c) The number of parking spaces for persons who have disabilities must be increased on the basis of demonstrated and documented need.

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ADA Requirements – Fed. ADA Standards

Federal ADA Standards for Accessible Design, Section 208 includes a table outlining required ADA parking space requirements.

Exceptions: Hospitals, Rehab Facilities/Outpatient PT, & certain Residential Uses

Total # of Spaces Provided	Min. # of Req'd Accessible Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9

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ADA Requirements – City Code

Punta Gorda Code of Ordinances does not address the number of required ADA parking spaces.

Chapter 26, Section 10.3(f)(4):

(f) Parking spaces shall meet the following **dimensions**:

(4) Handicap spaces shall meet the most current State and Americans with Disabilities Act (ADA) requirements.

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Potential Next Steps

Staff Recommendation:

- No changes to Medical Overlay District
- Amend Interchange Commercial Overlay District to allow “medical uses”
- If determined to not conflict with SB180/250, add subsection “m” to Chapter 26, Section 10.3:

  “(m) Parking areas shall comply with applicable ADA Standards for Accessible Design.”

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Questions?



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CITY COUNCIL
CITY OF PUNTA GORDA
12/ 2/2026

REGULAR AGENDA

Title: Land Development Regulations Discussion

Funds:

Recommended Action: For Council discussion and staff direction.

Summary:

Staff will provide an overview of the City's Land Development Regulations (LDRs), including background on the 2024 update and subsequent repeal, the relationship between the Comprehensive Plan and current regulations, and areas of inconsistency. The attached presentation highlights the differences between the former and current zoning designations, building heights and residential densities, development mitigation opportunities, and Comprehensive Plan policies that have yet to be implemented. Staff seeks specific City Council direction on potential LDR revisions, including height and density allowances, development mitigation provisions, and the potential need for additional public workshops with a phased approach to future adoption.

Department/Division: Urban Design

EXHIBITS:

1. Background Information Presentation
2. Update Process Presentation

Land Development Regulations

City Council - December 2, 2026

Brief Background

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Comprehensive Plan and LDRs

- According to Florida Statute, the Comprehensive Plan should be updated every 7 years through a formal public process.
- The Land Use Element of the Comprehensive Plan 2045 establishes the policy framework for future land use and development.
- Under Florida Statute all land development regulations must be consistent with the adopted comprehensive plan. Meaning, the Land Development Regulations should effectively implement the policies established in the Comprehensive Plan.

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Background - Timeline

- 2019 PLAN PUNTA GORDA – Citywide Master Plan
  - Becomes the foundation for the update of the City Comprehensive Plan and the Land Development Regulations (LDRs)
- 2020 Update of the Comprehensive Plan and LDRs begins
- 2023 Comprehensive Plan 2045 and LDRs approved by the City Council pending approval by the State.
- 2024 Comprehensive Plan 2045 and Land Development Regulations are effective on March 29, 2024.
- 2025 LDRs (2024) are repealed (July 9) by City Council due to concerns regarding Senate Bill 180. Prior LDRs (2005) reinstated.

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Recent Issues related to the LDRs

- Building Height – Balancing community character with redevelopment needs
- Residential Densities in the Downtown and Waterfront areas – Is 15 Units per acre the appropriate limit?
- Downtown Parking – Should parking lots as a primary use be allowed?
- Environmental – Stormwater/Open Space Requirements
- Historic Preservation – Protecting Punta Gorda's unique character

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Comp Plan Policies regarding Density

Policy 1.1.14.2: Downtown lands encompass the traditional commercial core of the city; therefore, they feature the most intense retail and office space allowances, combined with an encouragement of vertically integrated mixed use development. These areas shall be developed:

a. In a pedestrian-oriented manner consistent with the existing and historic pattern.
b. So as to allow net residential densities of up to 25 dwelling units per acre,
c. Development projects which provide Missing Middle housing types may be allowed at net residential densities of up to 30 dwelling units per acre
d. Development projects, outside of the Main Street Historic District Overlay, that adhere to a set of additional development requirements to be determined in the Land Development Regulations may be allowed at net residential densities of up to 50 dwelling units per acre.

Policy 1.1.14.4: The Village Center category is intended for smaller mixed-use commercial centers outside of the downtown core. Development in these areas should be pedestrian oriented and encourage a vertically-integrated mix of uses, though at lower intensities than what is permitted in the Downtown land use category.

These areas shall be developed:

a. With walkable streets, public spaces, and active ground floor uses
b. So as to allow net residential densities of up to 25 units per acre and intensities with a maximum floor area ratio of 2.0.
c. Development projects which provide Missing Middle housing types may be allowed at net residential densities of up to 30 dwelling units per acre.
d. Development projects that adhere to a set of additional development requirements to be determined in the Land Development Regulations may be allowed at net residential densities of up to 45 dwelling units per acre and intensities with a maximum floor area ratio of 3.0.
e. Development projects within the Waterfront Overlay that adhere to a set of additional development requirements to be determined in the Land Development Regulations may be allowed at net residential densities of up to 50 dwelling units per acre

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Thank you!

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Land Development Regulations and Comprehensive Plan

Before and After the 2024 Update
A Path Forward

Punta Gorda

Zoning & Code Compliance Division
City Council | December 2, 2026
Minor updates may be made to this presentation prior to the meeting

Topics

- Current and Former Zoning Designations
- Future Land Use Map (Map 5)
- Inconsistencies
- Next Steps

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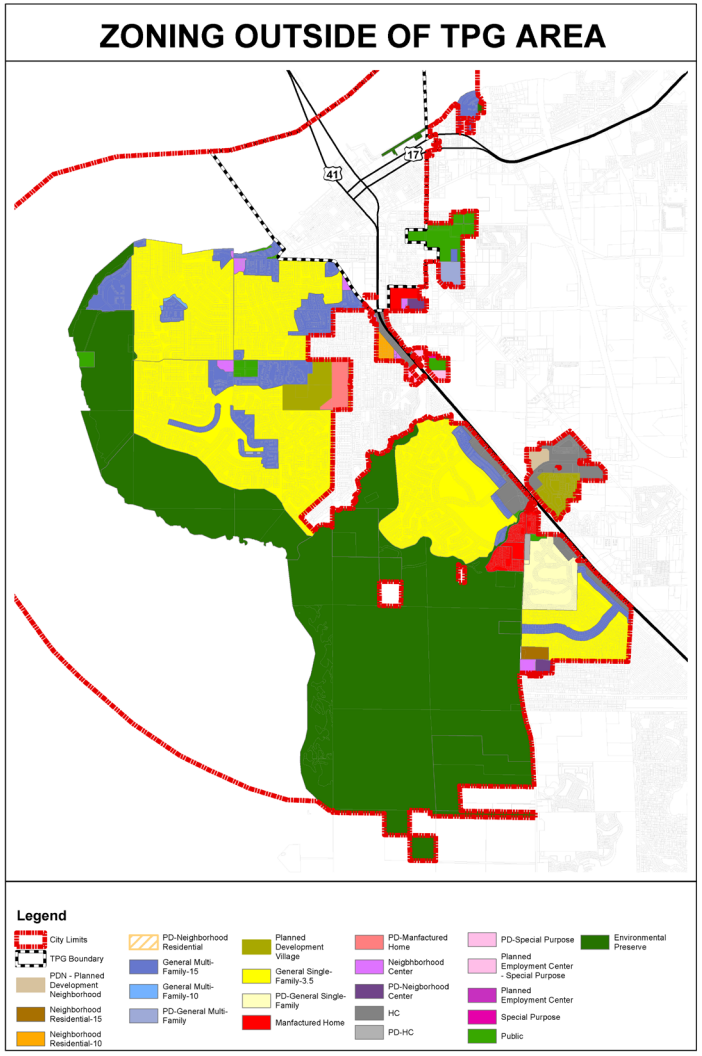
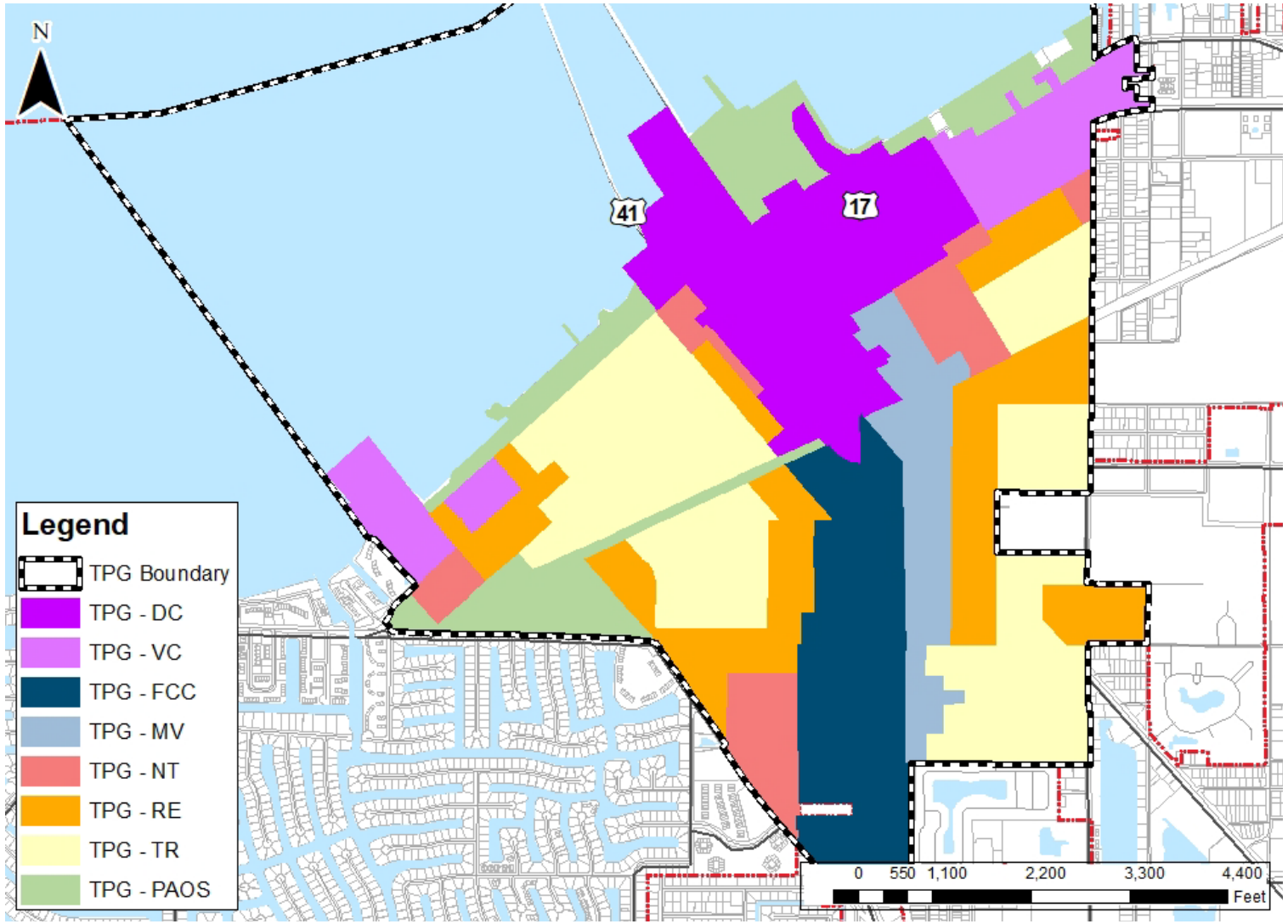
Areas Outside of "Traditional Punta Gorda"

Height and Density Outside of TPG - Before and After 2024 Update						
	Environmental Preserve	General Single-Family	General Multi-Family	Mobile Home	Neighborhood Residential	Neighborhood Center
Residential Density [dwelling units / acre]						
TPG LDRs	1	GSF 3.5 GSF 5	GM-5 GM-10 GM-15	6	NR-10 NR-15	15
Current	Same	Same	Same	Same	Same	Same
Building Height, Regulatory [as defined in Section 19.4 Page 26 - 496]						
TPG LDRs	35'	35'	40' 3 habitable floors below tie beam	26'	NR-10: 35' w/o SE NR-15: 40' 3 habitable floors below tie beam	35' 3 stories
Current	same	Same	Same	Same	Same	Min. 26' Max. 35' 2 stories



Former TPG Zoning (2024) Designations



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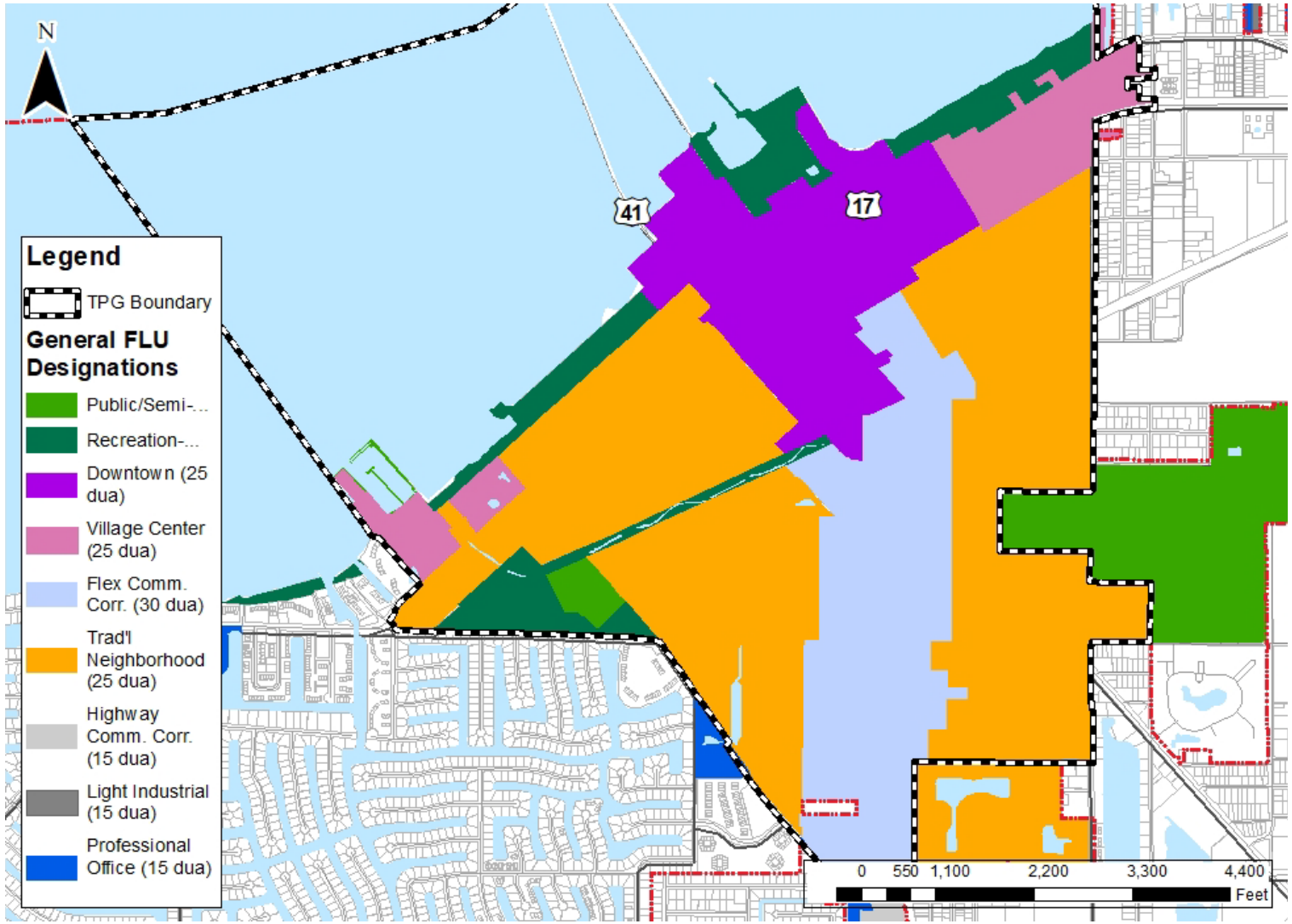
Current Future Land Use Designations



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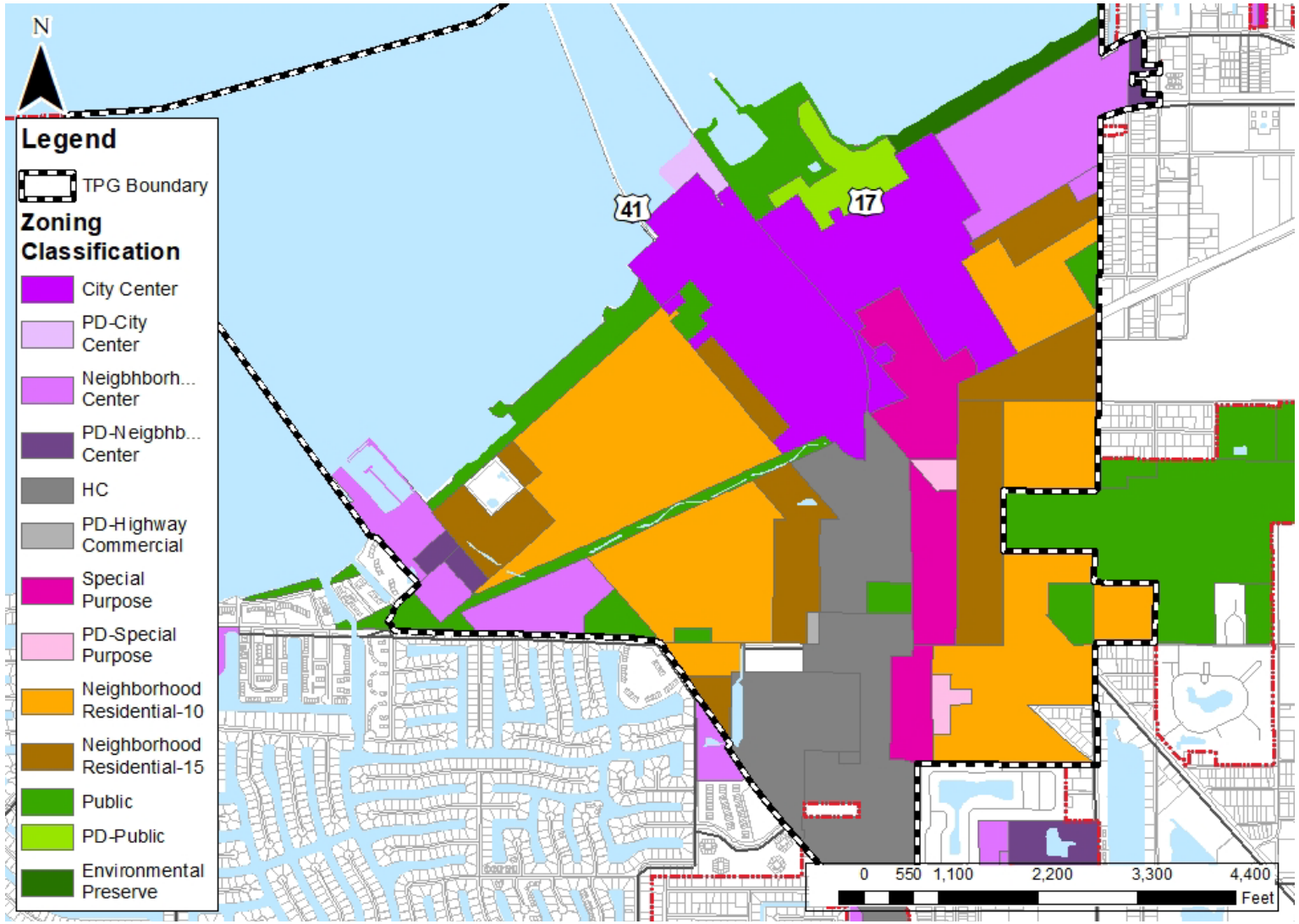
Current Zoning Designations



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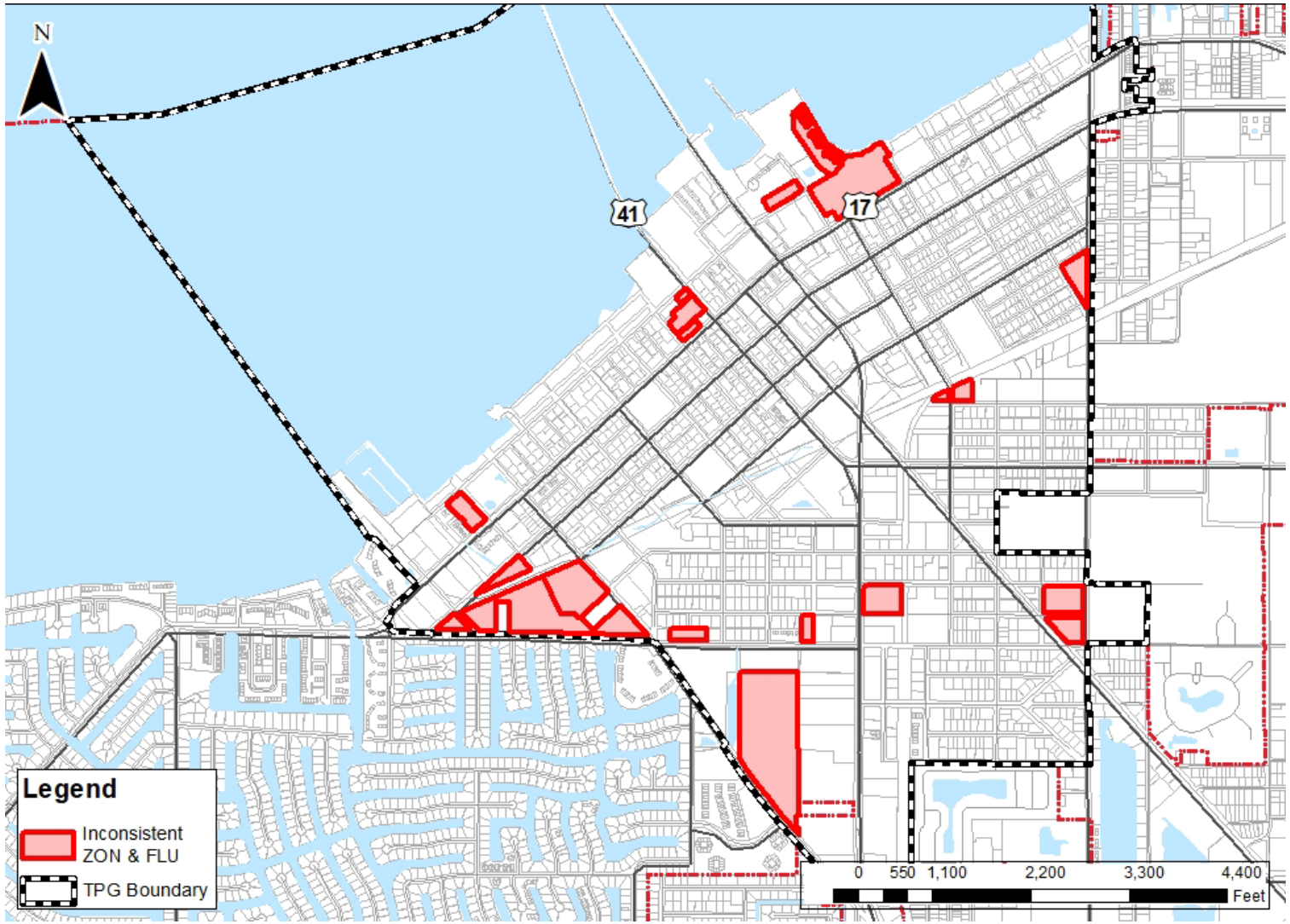
Properties With Inconsistent Designations



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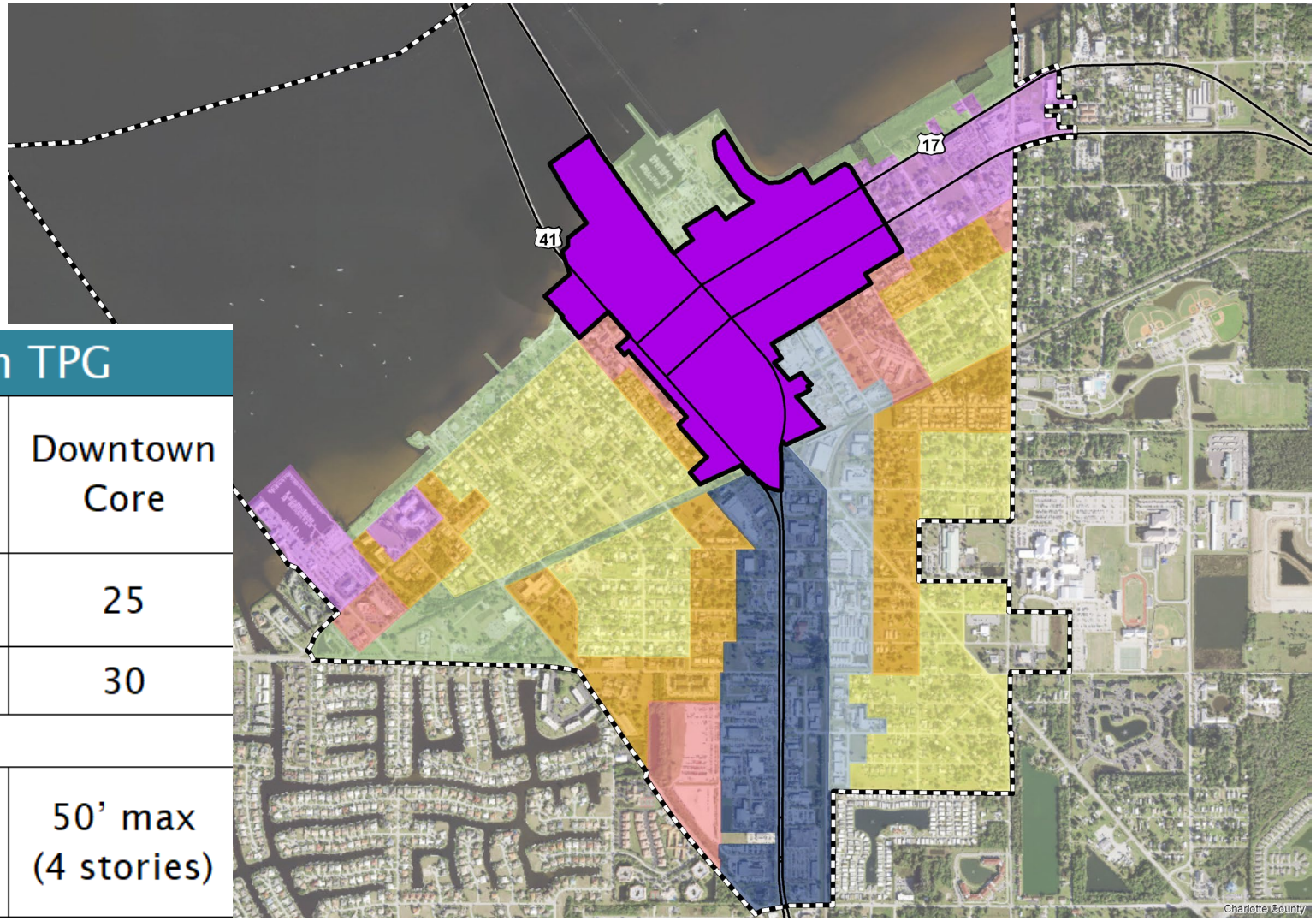
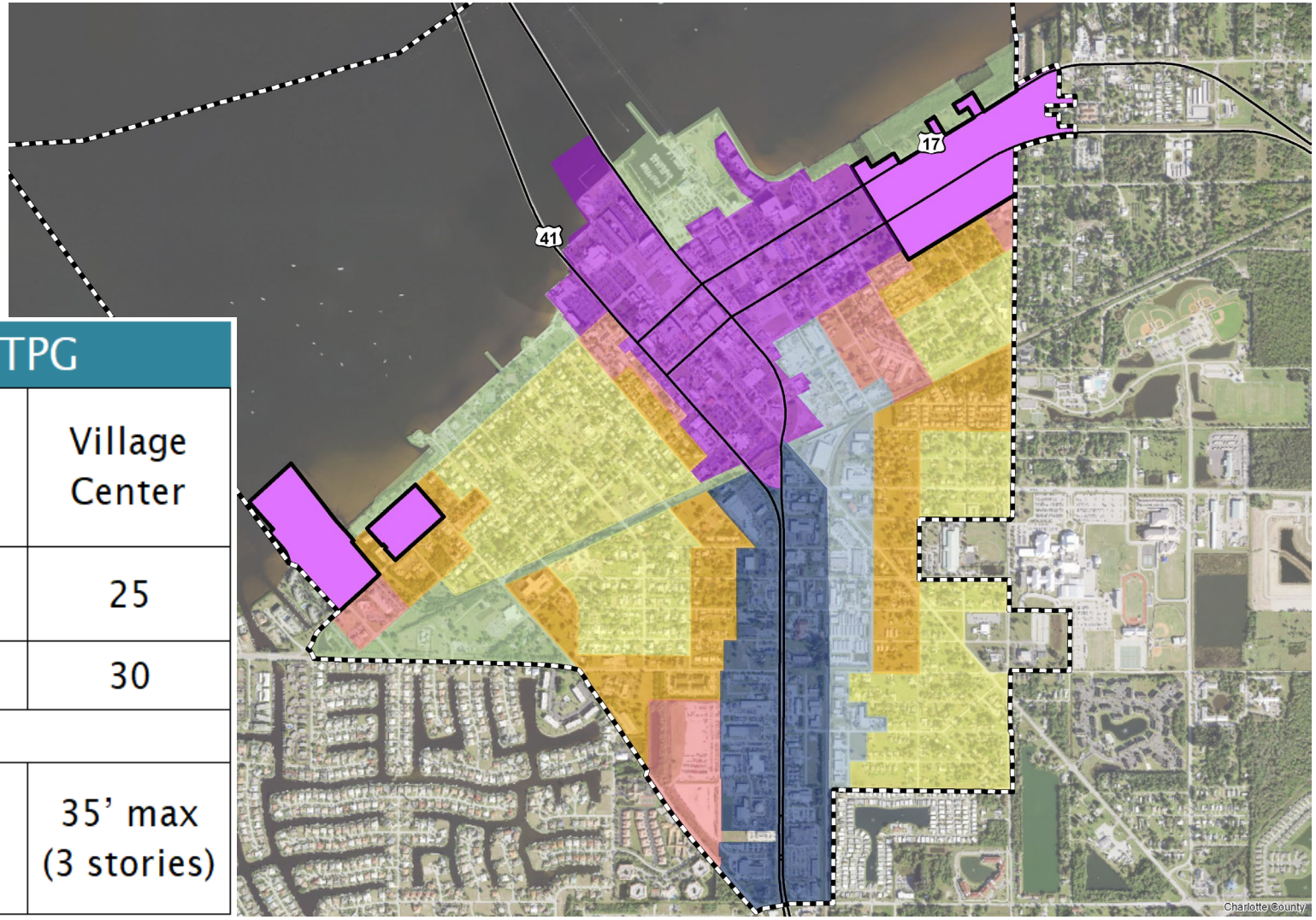
Downtown Core vs. City Center

Height and Density Comparison within TPG		
Density	**City Center**	Downtown Core
Base	**2:1 Ratio Comm. to Res.**	25
Missing Middle Types[1]	**n/a**	30
Height		
Base	**26' min (2 stories) 50' max**	50' max (4 stories)



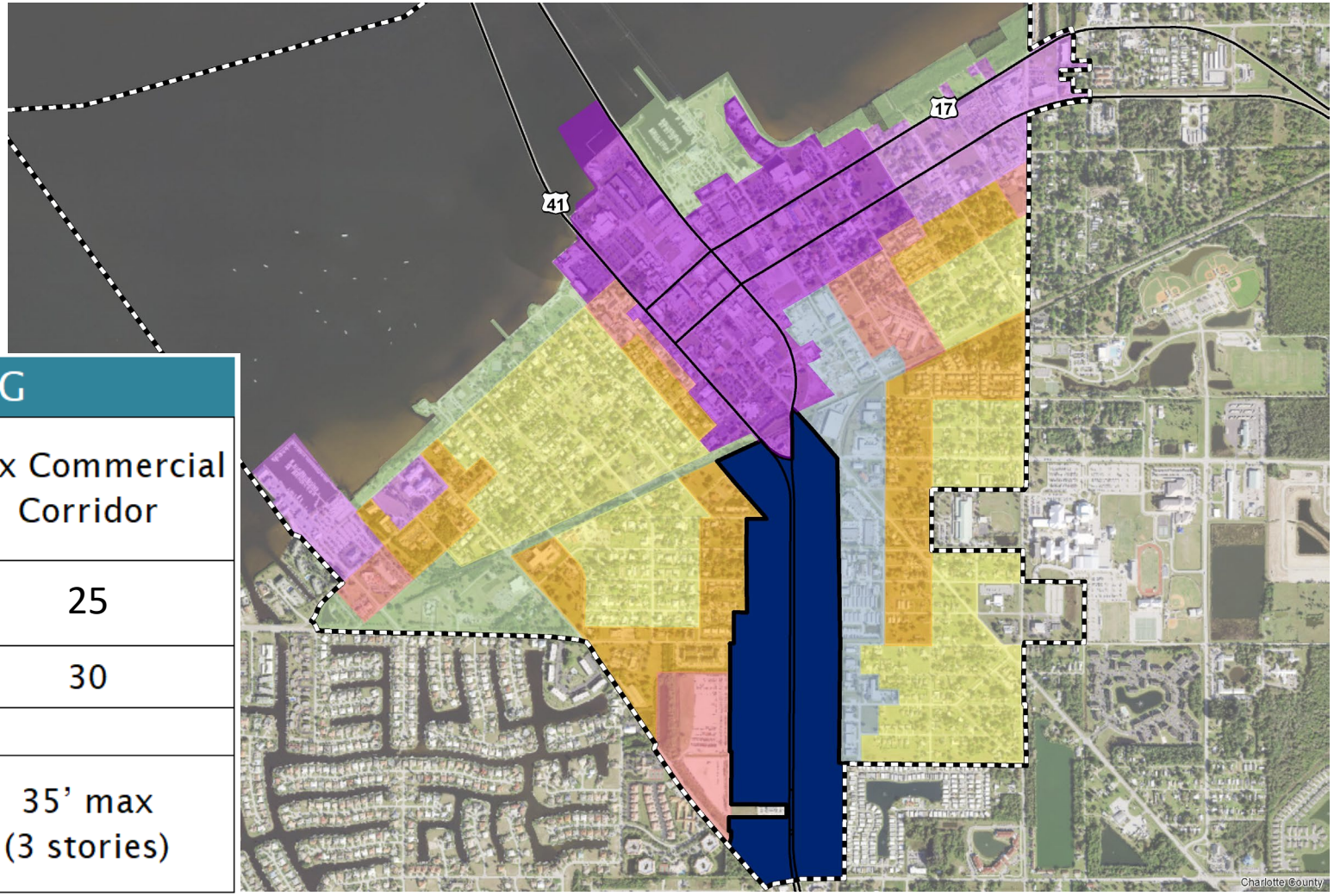
Village Center vs. Neighborhood Center

Height and Density Comparison within TPG		
Density	**Neighborhood Center**	Village Center
Base	15	25
Missing Middle Types[1]	n/a	30
Height		
Base	**26' min 35' max (3 stories)**	35' max (3 stories)



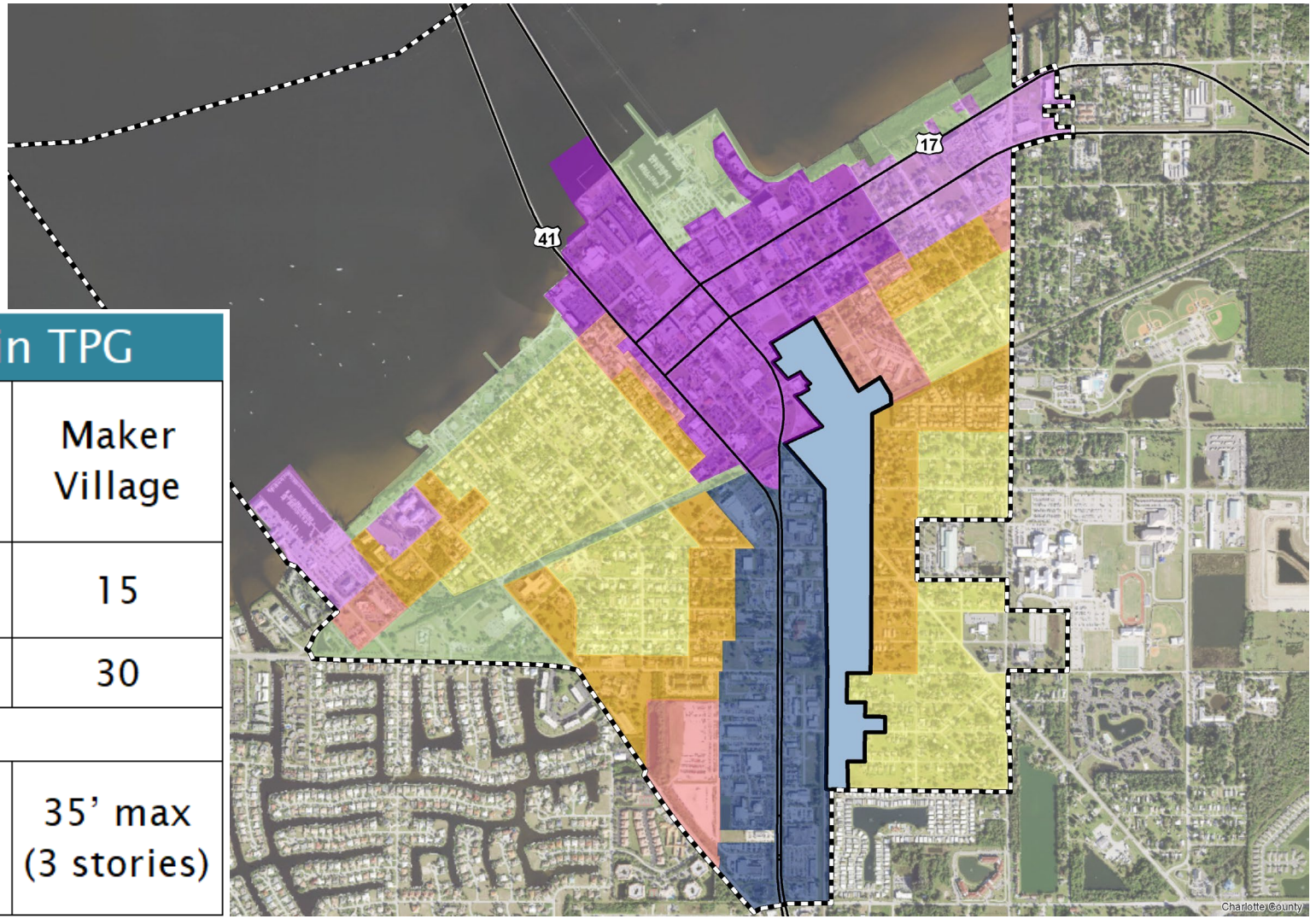
Flex Commercial Corridor vs. Hwy Comm.

Height and Density Comparison within TPG		
Density	**Highway Commercial**	Flex Commercial Corridor
Base	**> 2:1 Ratio Comm. to Res.**	25
Missing Middle Types[1]	**n/a**	30
Height		
Base	**35' max (2 stories)**	35’ max (3 stories)

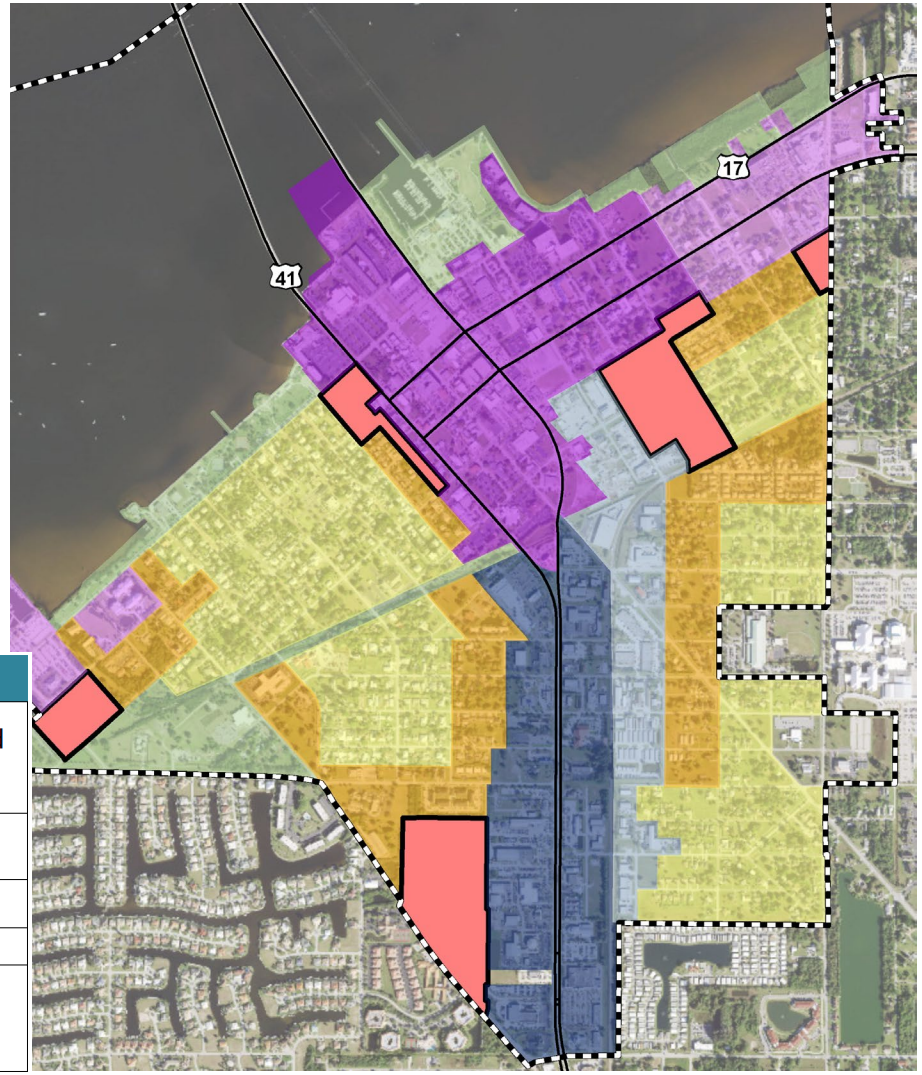


Maker Village vs. Special Purpose

Height and Density Comparison within TPG		
Density	**Special Purpose**	Maker Village
Base	**> 2:1 Ratio Comm. to Res.**	15
Missing Middle Types[1]	**n/a**	30
Height		
Base	**35' max**	35’ max (3 stories)



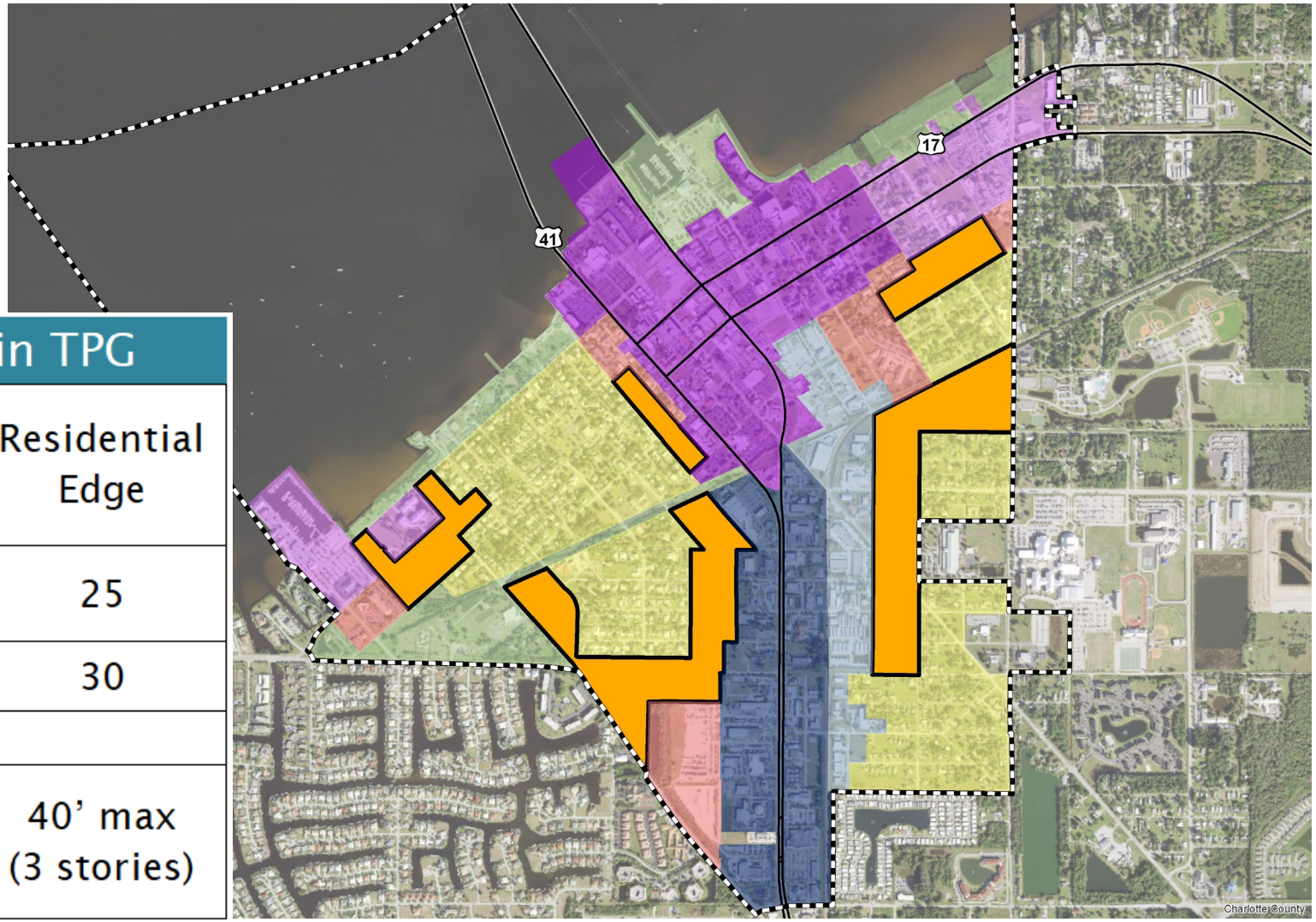
Neighborhood Transition vs. Previous



Height and Density Comparison within TPG					
Density	**City Center**	**Neighborhood Center**	**Highway Commercial**	**Neighborhood Residential - 15**	Neighborhood Transition
Base	**2:1 Ratio Comm. to Res.**	**15**	**> 2:1 Ratio Comm. to Res.**	**15**	25
Missing Middle Types[1]	**n/a**	**n/a**	**n/a**	**n/a**	30
Height					
Base	**26' min (2 stories) 50' max**	**26' min 35' max (3 stories)**	**35' max (2 stories)**	**40' max**	40' max (3 stories)

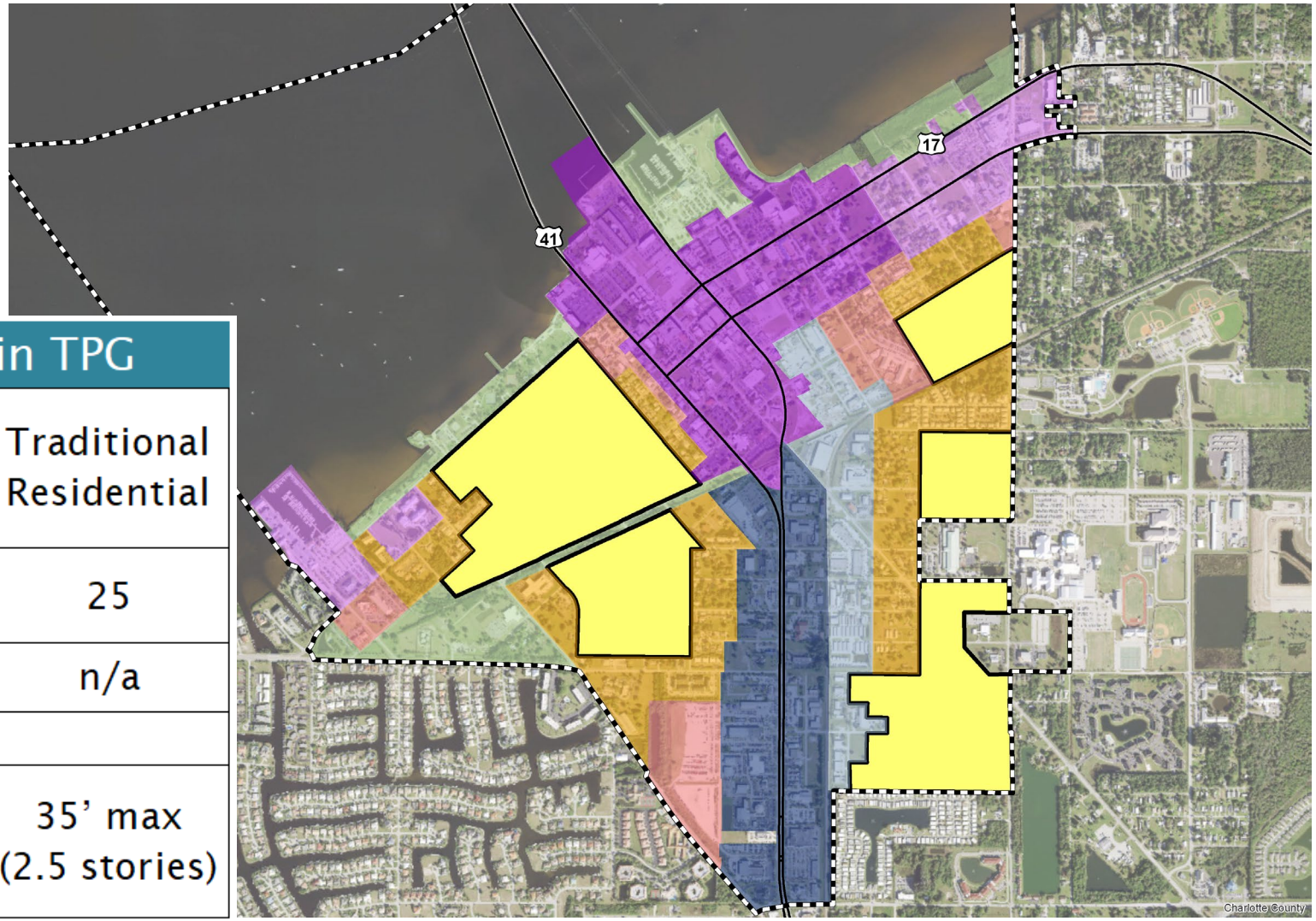
Residential Edge vs. NR-15

Height and Density Comparison within TPG		
Density	**Neighborhood Residential - 15**	Residential Edge
Base	**15**	25
Missing Middle Types[1]	**n/a**	30
Height		
Base	**40' max**	40’ max (3 stories)



Residential Edge vs. NR-10

Height and Density Comparison within TPG		
Density	**Neighborhood Residential - 10**	Traditional Residential
Base	**10**	25
Missing Middle Types[1]	**n/a**	n/a
Height		
Base	**35' max**	35’ max (2.5 stories)



Development Mitigation

- Opportunity to obtain additional height and density for a mixed-use development.
- The site must provide a minimum non-residential area, public open space, public parking, and additional building setbacks.
- Limited to a certain few districts, building types, and larger lot sizes.
- Must be specified in an agreement and approved by the City Council.

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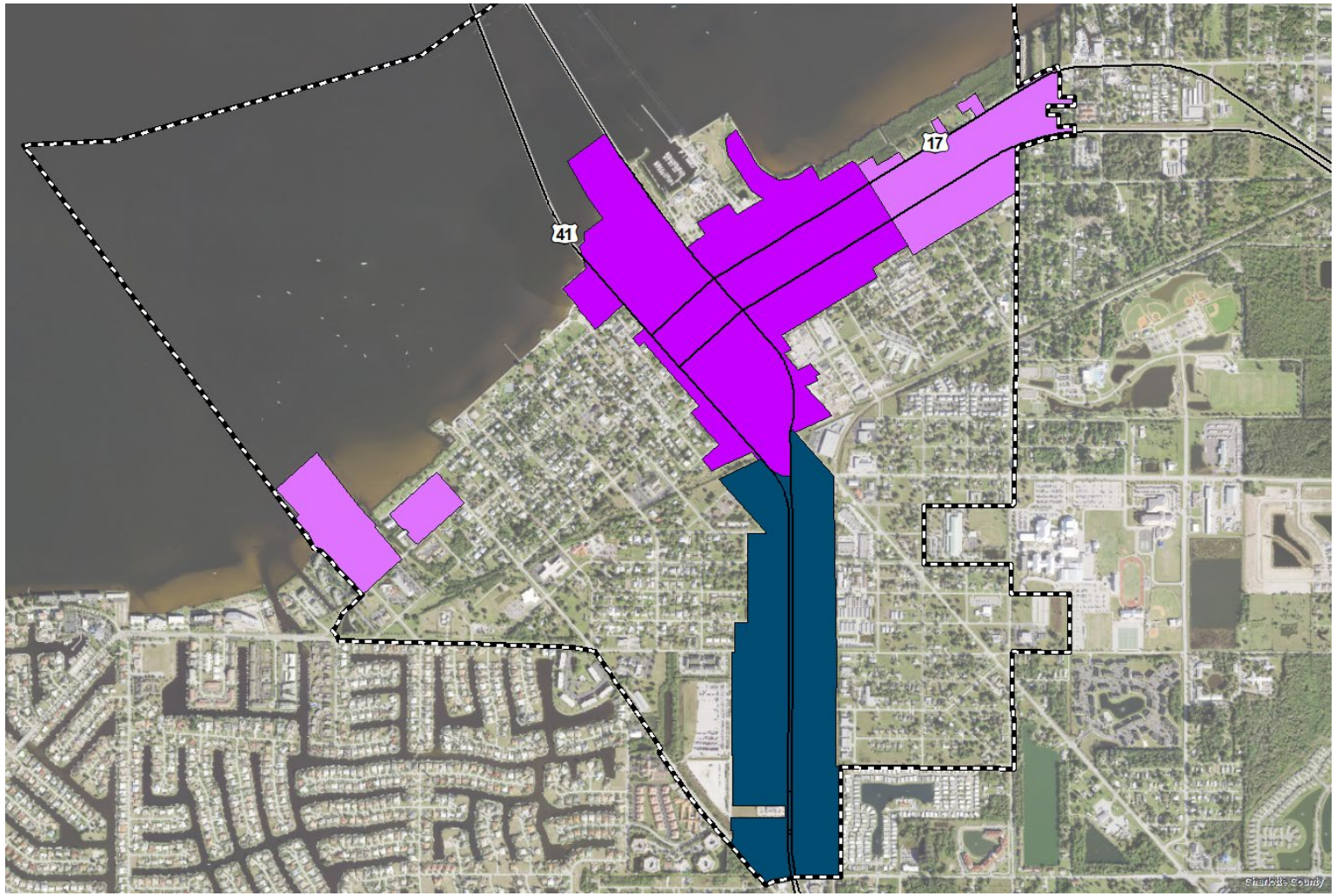
Development Mitigation – Permitted Districts



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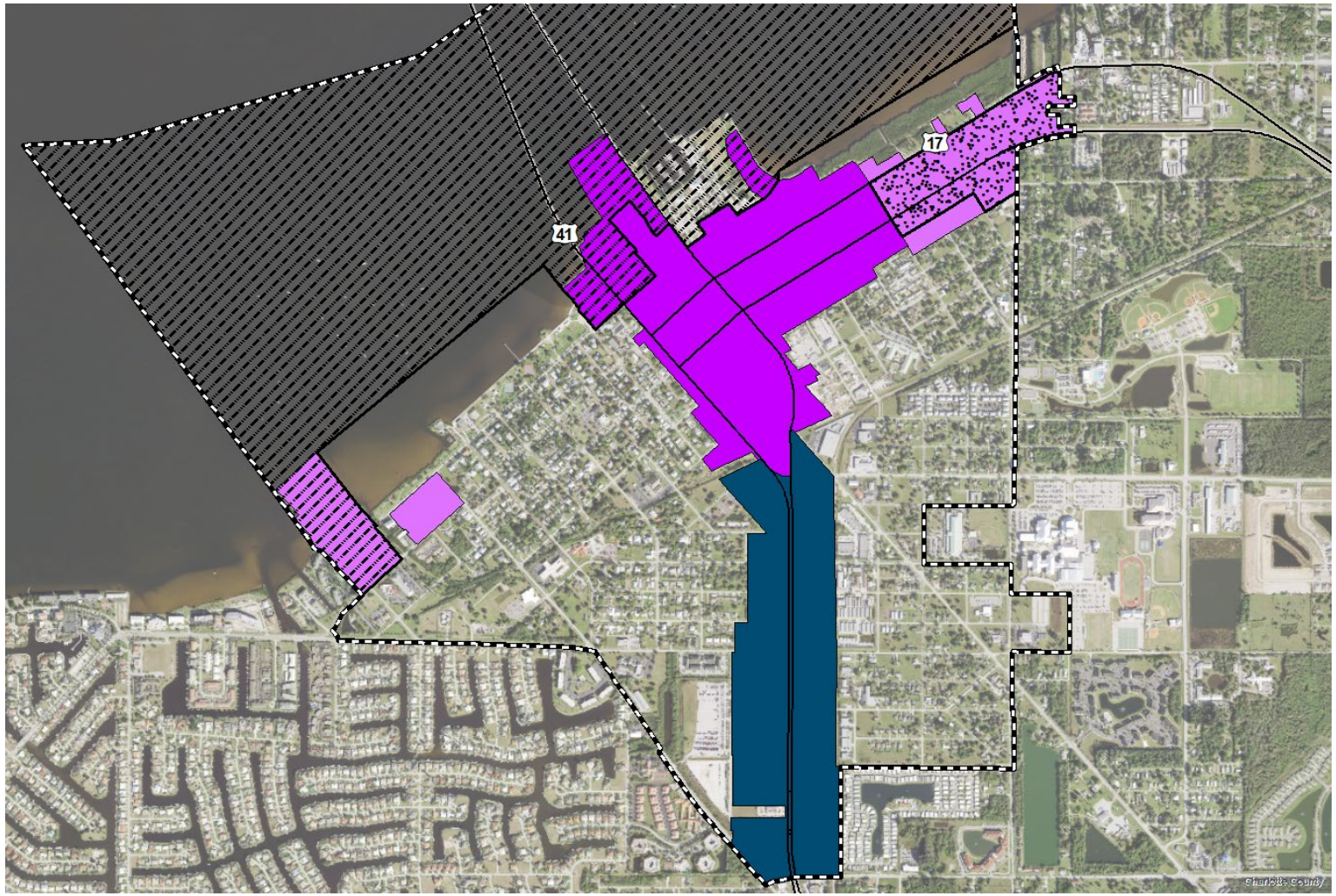
Development Mitigation – Overlays



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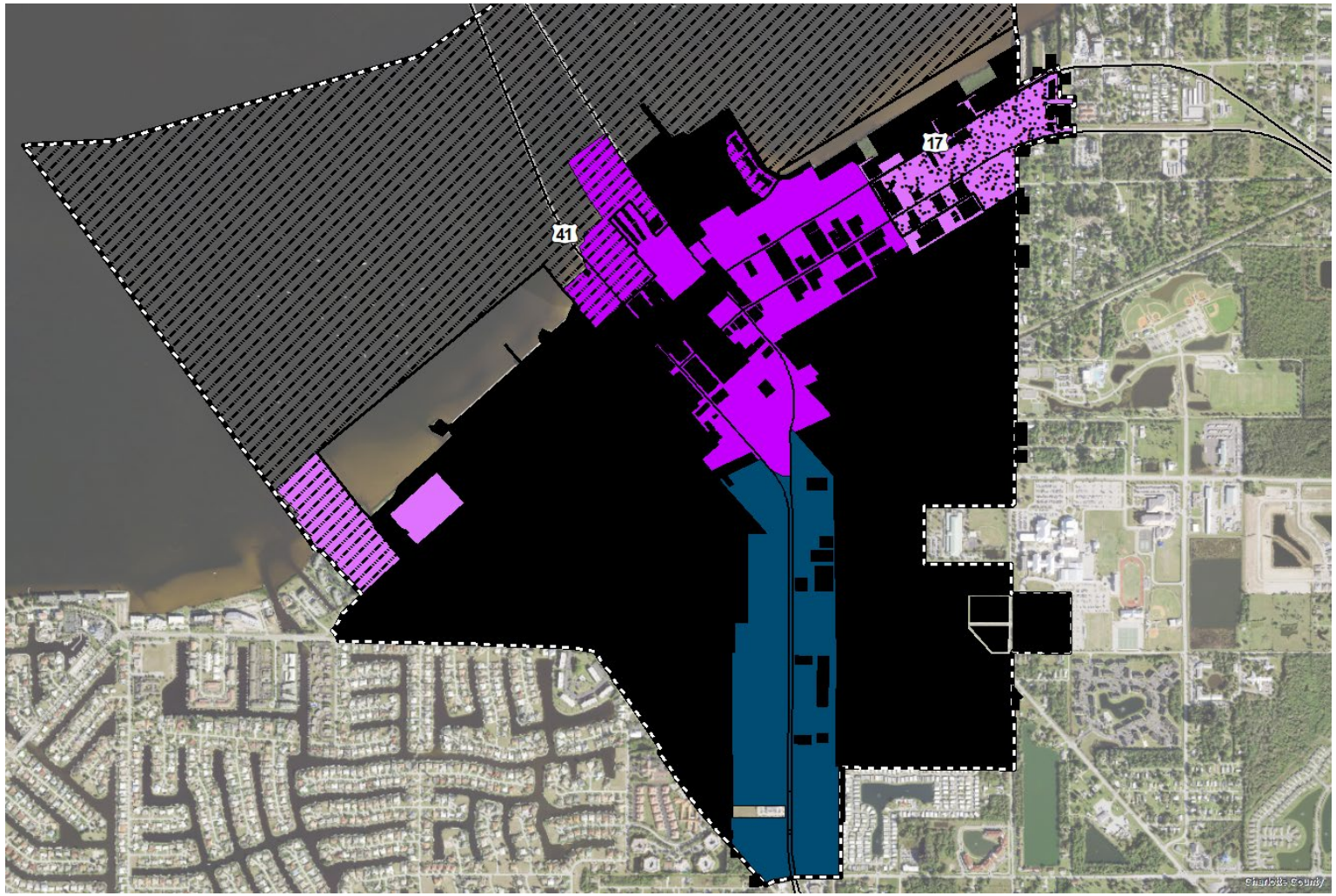
Eligible Properties



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Regulating Districts Allowing Mitigation

Height and Density Comparison within TPG			
Density	Downtown Core	Village Center	Flex Commercial Corridor
Base	25	25	25
Missing Middle Types[1]	30	30	30
Maximum w/Mitigation[2]	50	45	45
Height			
Base	50' max (4 stories)	35' max (3 stories)	35' max (3 stories)
Maximum w/ Mitigation	80' max (6 stories)	65' max (4 stories)	65' max (4 stories)

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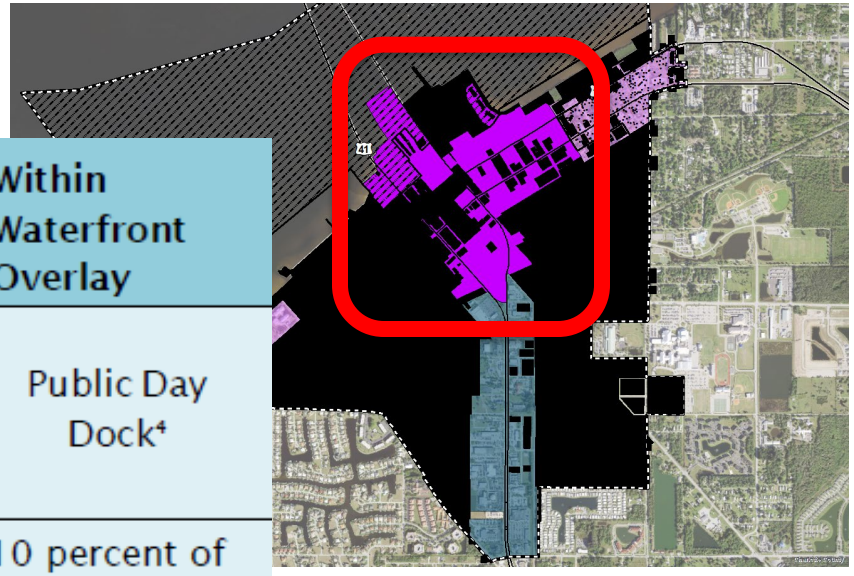
Development Mitigation – Downtown Core



Maximum allowances[2]		Additional Requirements for Downtown Core properties including those within the Waterfront Overlay				Within Waterfront Overlay
Building Height	Residential Density	Minimum non-residential Floor to Area Ratio (FAR)	Additional Street Setback	Additional Public Open Space	Public Parking Requirement[3]	Public Day Dock[4]
65 feet (5 stories)	45 du/a	0.25	5 feet	2.5 percent of site	0.25 spaces per dwelling unit	10 percent of total slips permitted by regulatory agency
80 feet (6 stories)	60 du/a	0.25	10 feet	5 percent of site	0.5 spaces per dwelling unit	12.5 percent of total slips permitted by regulatory agency

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Development Mitigation – Village Center

Maximum allowances[2]		Additional Requirements for all Village Center properties including those within the Medical Overlay or Waterfront Overlay			Within Waterfront Overlay	
Building Height	Residential Density	Minimum non-residential floor to area ratio (FAR)	Additional Street Setback	Additional Public Open Space	Public Parking Requirement[1]	Public Day Docks[2]
50 feet (4 stories)	35 du/a	0.25	5 feet	2.5 percent of site	0.25 spaces per dwelling unit	5 percent of total slips permitted by the regulatory agency
65 feet (5 stories)	45 du/a	0.25	10 feet	5 percent of site	0.5 spaces per dwelling unit	10 percent of total slips permitted by the regulatory agency
Waterfront Overlay Only						
80 feet (6 stories)	50 du/a	0.25	15 feet	7.5 percent of site	0.75 spaces per dwelling unit	12.5 percent of total slips permitted by the regulatory agency
Medical Overlay Only[3]						
100 feet (7 stories)	45 du/a	0.25	15 feet	7.5 percent of site	N/A	N/A



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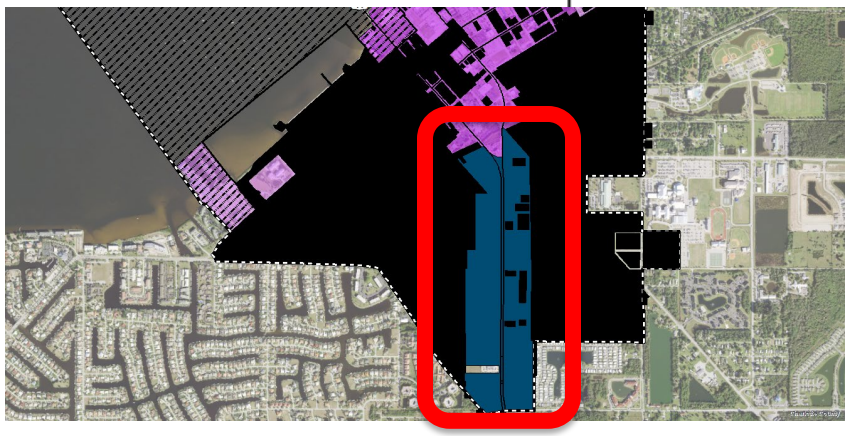
Development Mitigation – FCC

Maximum Allowances[2]		Additional Requirements for Flex Commercial Corridor properties		
Building Height	Residential Density	Minimum Non- Residential Floor to Area Ratio (FAR)	Additional Street Setback	Additional Public Open Space
50 feet (4 stories)	35 du/a	0.25	5 feet	2.5 percent of site
65 feet (5 stories)	45 du/a	0.25	10 feet	5 percent of site



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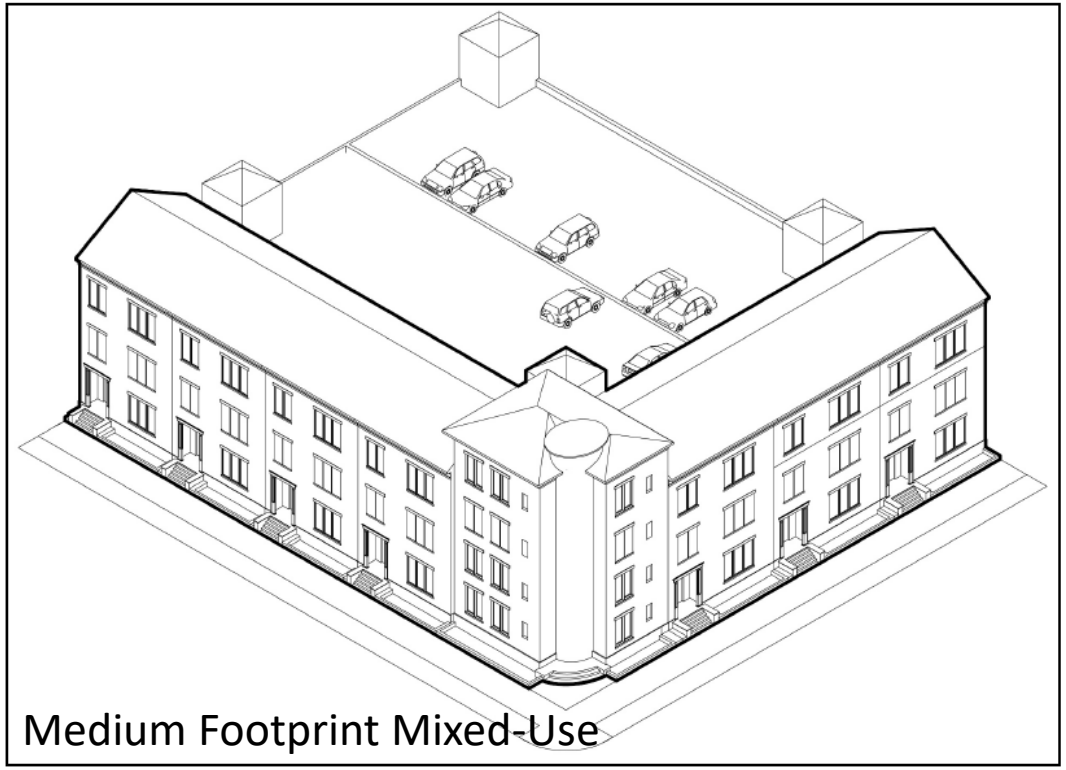
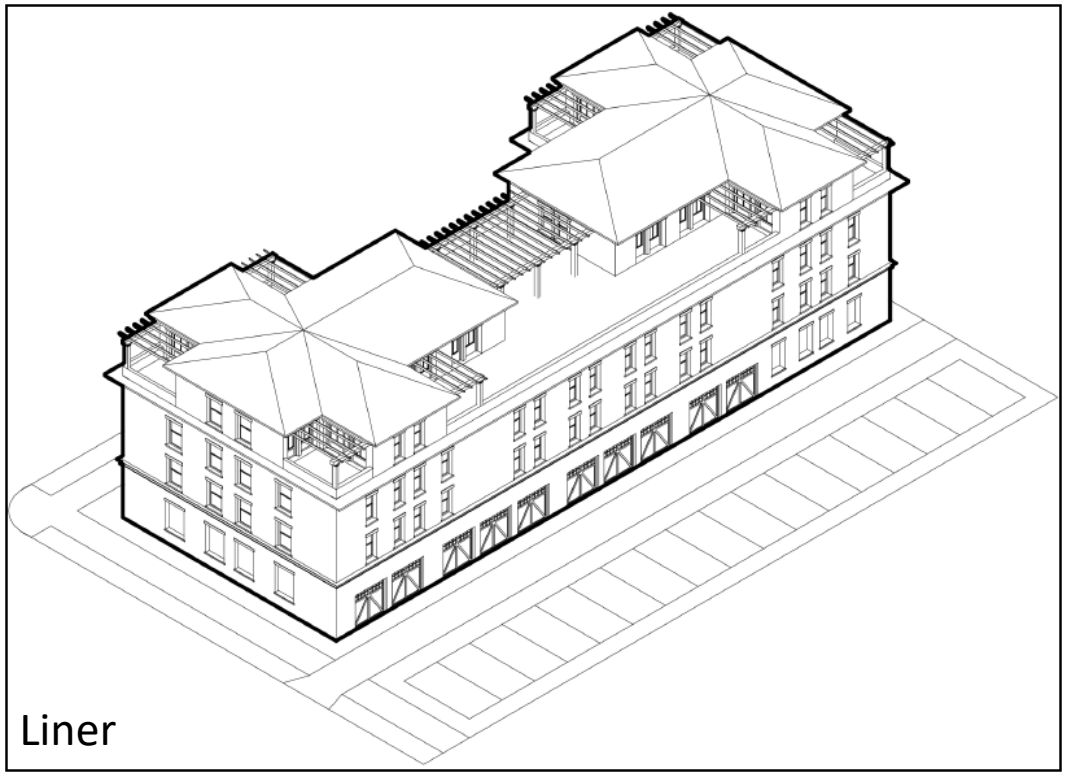
Development Mitigation – Building Types



Medium Footprint Mixed-Use



Liner

Punta Gorda

Building Height Example – Bayfront Medical



Graphic designed by Urban Design staff

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FLUE vs. LDRs – Inconsistencies

- Some of the Policies from Future Land Use Element that have not yet been implemented after repeal of LDRs:
  - **Policy 1.1.13.1:** Adopt form-based code
  - **Policy 1.1.13.2:** In exchange for pre-defined set of community benefits, consider granting additional density/height
  - **Policy 1.1.13.8:** Update and maintain standards of Ch. 20
  - **Policy 1.1.15.1:** Maintain, adopt, or amend Ch. 20A

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What Can We Do?

- We can: Update LDRs to be consistent with Comp Plan
- We can not: Adopt LDRs that are more restrictive or burdensome than those currently in place

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Next Steps

- Determine if additional workshops are desired prior to drafts
  - Will we receive new or different feedback?
- Provide staff with direction regarding height and density
  - Reduce height/density to the 2022 allowances (current) and keep mitigation options for the base of 2024 allowances as a starting point for future discussions?
  - Or reduce height and density in certain districts, for example, the Traditional Residential District (Historic District).
- Draft proposed updates to Chapter 26
  - Schedule Discussion / Consensus Agenda Items for individual or groups of Articles
- Public Hearings
  - Split hearings into groups of Articles; i.e., all Articles with minimal changes can be heard at one time and Article 3 may need to be heard by itself

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Recommendation

- Direct staff to bring forward a red-lined version of the "2024 / TPG" LDRs
  - Reduce base density and height to match "2022 / Current" LDRs, or reduce height and density in select Districts of the 2024/TPG LDRs.
  - Keep mitigation options, but reduce to the levels allowed as base in "2024 / TPG" LDRs
  - Clarify building types and allow single use occupancy
  - Strike or amend any regulations that could be determined as more restrictive or burdensome
- Schedule groups of Articles to be heard:
  - Group 1: Articles 1, 2, 6, 11, 12, 13, 14, 15, 17, 18, & 19
  - Group 2: Articles 5, 7, 8, 9, 10, 16
  - Group 3: Articles 3 & 4

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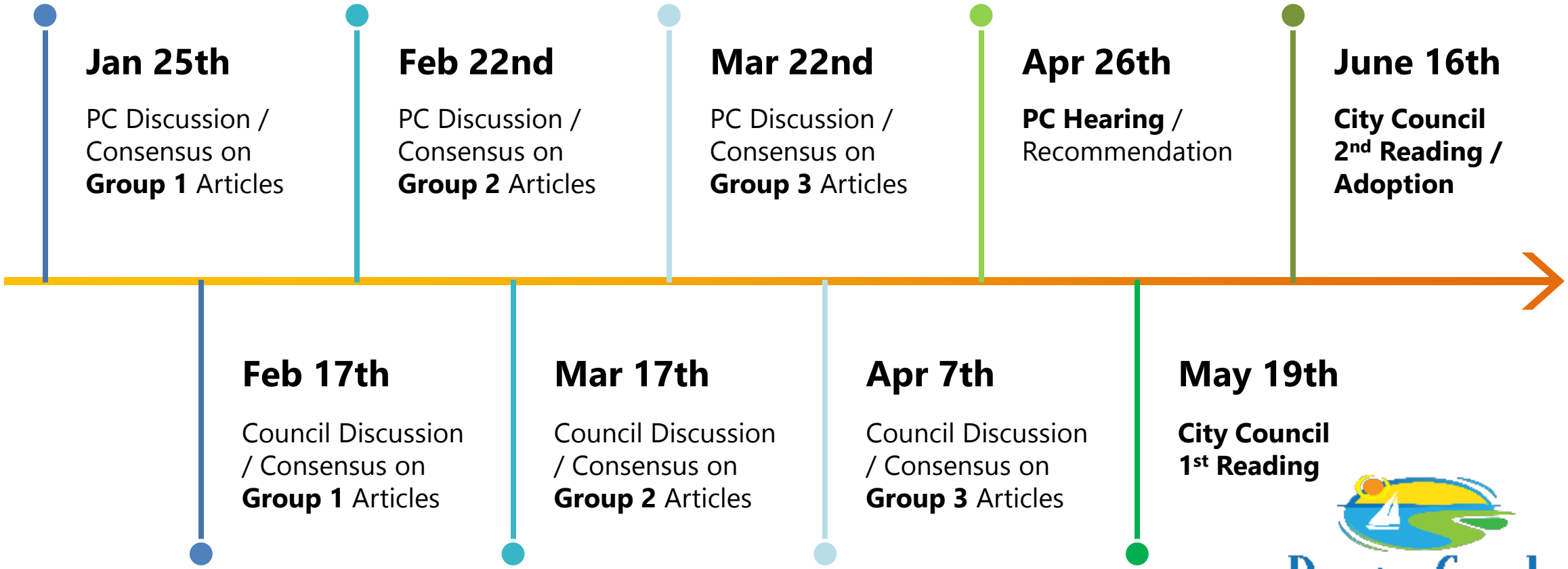
Recommendation (cont.)



Potential timeline if no additional workshops are desired prior to drafting amendments.

Questions?

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CITY COUNCIL
CITY OF PUNTA GORDA
12/ 2/2026

REGULAR AGENDA

Title: Fee and Rate Study Proposal

Funds: General Fund

Recommended Action: City Council review and discussion.

Summary: Review of previously presented materials regarding estimated revenue loss; discussion of some updates not yet reflected such as approval of SAFER grant award and 1% sales tax approval by voters.
Attached scope of services for request for proposals with the first two specific authorizations scope of services for creating the Fire Assessment District and for review of all other services costs, current fees charged, and provide recommendations for full cost recovery options whether through fees or assessment districts. Estimated consulting costs range from $90,000 to $225,000 for an initial study with recommendations and up to four assessment districts. Estimates for districts will be based on complexity of required set up and methodologies.

Department/Division: Finance / City Manager

EXHIBITS:

1. Fiscal Year 2027 Budget Review Presentation
2. Request for Proposals for Consultant and Specific Authorizations 1 and 2

FY 2027 General Fund Budget Review

City Council Meeting

December 2, 2026

Punta Gorda

General Fund

	Budget FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030	Proforma FY 2031
Ad Valorem Tax Revenue	$19,404,045	$19,404,045	$19,404,045	$19,404,045	$19,404,045
Other Revenues	18,122,695	17,327,650	17,501,845	17,669,325	17,742,725
Estimated Revenues	37,526,740	36,731,695	36,905,890	37,073,370	37,146,770
Personnel	28,015,465	29,192,655	30,478,695	31,826,505	33,239,270
FY 2027-2030 planned positions	241,580	638,045	743,510	855,725	894,610
Operating	8,141,105	8,330,050	8,589,675	8,858,145	9,135,780
FY 2027-2030 planned positions	3,200	8,495	10,750	13,070	13,465
Capital Outlay (net)	1,867,600	1,200,000	1,200,000	1,200,000	1,200,000
FY 2027-2030 planned positions	188,000	10,000	0	55,000	0
Transfer for Paving	459,000	459,000	459,000	459,000	459,000
Transfer for Capital Projects	735,000	985,000	985,000	245,000	1,417,000
Estimated Expenditures	39,650,950	40,823,245	42,466,630	43,512,445	46,359,125
Revenues over (under) expenditures	(2,124,210)	(4,091,550)	(5,560,740)	(6,439,075)	(9,212,355)
Projected Carryover-Beginning	18,454,036	16,329,826	12,238,276	6,677,536	238,461
Capital Outlay Reserve	7,000	7,000	7,000	7,000	7,000
Capital Outlay Reserve	$ 7,000	$ 7,000	$ 7,000	$ 7,000	$ 7,000
Projected Carryover-End	$16,329,826	$12,238,276	$ 6,677,536	$ 238,461	$ (8,973,894)
Reserve percentage	41.2%	30.0%	15.7%	0.5%	-19.4%
Minimum Operating Reserve 16.7%	$ 6,556,800	$ 6,817,500	$ 7,092,000	$ 7,266,600	$ 7,742,000

General Fund- Legislative Proforma

	Budget FY 2027	Proforma FY 2028	Proforma FY 2029	Proforma FY 2030	Proforma FY 2031
Ad Valorem Tax Revenue	$19,404,045	$17,999,565	$15,593,855	$ 13,707,385	$ 12,381,285
Other Revenues	18,122,695	17,327,650	17,501,845	17,669,325	17,742,725
Estimated Revenues	37,526,740	35,327,215	33,095,700	31,376,710	30,124,010
Personnel	28,015,465	29,192,655	30,478,695	31,826,505	33,239,270
FY 2027-2030 planned positions	241,580	638,045	743,510	855,725	894,610
Operating	8,141,105	8,330,050	8,589,675	8,858,145	9,135,780
FY 2027-2030 planned positions	3,200	8,495	10,750	13,070	13,465
Capital Outlay (net)	1,867,600	1,200,000	1,200,000	1,200,000	1,200,000
FY 2027-2030 planned positions	188,000	10,000	0	55,000	0
Transfer for Paving	459,000	459,000	459,000	459,000	459,000
Transfer for Capital Projects	735,000	985,000	985,000	245,000	1,417,000
Estimated Expenditures	39,650,950	40,823,245	42,466,630	43,512,445	46,359,125
Revenues over (under) expenditures	(2,124,210)	(5,496,030)	(9,370,930)	(12,135,735)	(16,235,115)
Projected Carryover-Beginning	18,454,036	16,329,826	10,833,796	1,462,866	(10,672,869)
Capital Outlay Reserve	7,000	7,000	7,000	7,000	7,000
Capital Outlay Reserve	$ 7,000	$ 7,000	$ 7,000	$ 7,000	$ 7,000
Projected Carryover-End	$16,329,826	$10,833,796	$ 1,462,866	$(10,672,869)	$(26,907,984)
Reserve percentage	41.2%	26.5%	3.4%	-24.5%	-58.0%
Minimum Operating Reserve 16.7%	$ 6,556,800	$ 6,817,500	$ 7,092,000	$ 7,266,600	$ 7,742,000

Updates Not Yet Included

- 1% Sales Tax extension passed by voters
  - Funding for public safety vehicles, apparatus included
  - IT modernization included
- Approval of SAFER Grant for nine firefighter/EMTs
  - Develop a Fire Assessment District to cover Fire services
- Year End carryovers still in process

Items to be Reviewed

- Limitations on services that can be provided with Ad Valorem revenue
  - What services can be included, i.e. parks
- Fees for Services
  - Parking fees at garage, parks, and on-street
  - Park rental fee increases
  - Stormwater fee
- Assessment Districts
  - What services could be funded by assessment districts
  - Pros and Cons for services that could be funded by fees or assessments

Items to be Reviewed

- Hiring Freeze
  - Positions will be reviewed by City Manager, HR Manager, and Finance Director prior to filling
- Review of Services and Service Levels
- Defining Core Needs versus Wants or Improvements
  - Review projects that are not Core Needs or Services
  - Review projects that will increase the operating costs to maintain

City Fees, Rates, Methodologies, and Assessments

PURPOSE:
The intent of this Request for Proposal (RFP) is to enable the City of Punta Gorda (the City) to engage a qualified experienced, professional Consultant firm to perform a review of services described below on an "as needed," task-oriented basis. A detailed Work Assignment will be developed for each Specific Authorization. The successful experienced and qualified professional Consultant firm shall be qualified to perform any or all of the services described herein for various fee, assessment and methodology studies and recommendations for various Districts and services throughout the City. All services shall be performed in compliance with industry standards.

I. SCOPE OF SERVICES:
The City of Punta Gorda, hereinafter referred to as the "City", desires to contract for Services to conduct fee and rate studies and recommendations, non-ad valorem assessment methodology studies, maintenance/rollup of annual assessments with the property appraiser, assessment studies, and fee updates for services provided by the City, as needed. The City provides services to slightly more than 20,000 residents. The city serves as the county seat and is also the only incorporated area within the county. The city limits cover a total of approximately 21.87 square miles (13, 440 acres) with a Land Area of 15.5 square miles (9,600 acres) and a Water Area of 6.37 square miles (3,840 acres).

The City of Punta Gorda provides a comprehensive range of municipal services, including police, fire, public works that includes garbage collection, row of way maintenance, facilities maintenance, canal maintenance and park services, planning, zoning, building, and coded compliance. Utilities services for water and sewer are also provided and extend beyond City limits into unincorporated Charlotte County.

The City has established user fees and rates for a variety of services including but not limited to (excluding utilities at this time):

- Building Fees
- Solid Waste Fees
- Fire Fees such as false alarms
- Planning, Zoning and Development Review Fees
- Police Fees such as parking tickets and false alarms
- Park Rental Fees
- Facility Rental Fees
- Business Tax Receipt
- Construction/Traffic/Road detail reimbursements
- Fleet Management Fees
- Miscellaneous Fees
- Vacant lot mowing non-ad valorem assessment district
- Two canal maintenance non-ad valorem assessment districts

The City would like consultant to review expenditures for cost recovery of above fees and make recommendations for new fees or special assessment districts to recover costs for services provided to its citizens. These may include but are not limited to:

- Road and Drainage fees or district
- Fire district
- Rescue Services and Emergency Medical Services
- Parking fees
- Park fees
- Lighting district
- Stormwater fees or district
- Additional police fees/fines
- Other MSBU districts as may be allowed by law

Other reviews or development of:

- Ad Valorem Millage
- Financial Modeling
- Revenue Forecasting
- Long-range Financial Planning and Other Financial Analyses

II. PROJECT REQUIREMENTS:

1. All services and recommendations provided must conform with applicable laws, administrative rules and regulations of the State of Florida. Including but not limited to: any statutes regarding municipalities, allowable fees, special districts, and non-ad valorem assessments

2. Evaluate the City's operational and financial data to develop valid fees or assessment programs that focuses upon assessable cost calculations sufficient to fund requirements.

3. Any non-ad valorem assessments must meet the Florida Statutory and Case law requirements for a valid special assessment. The Consultant is responsible for ascertaining all applicable laws and assuring the study and its recommendations meet those requirements sufficient to withstand legal challenge. These requirements include but are not limited to the following:

A. The service provided must confer a special benefit to the property being assessed.

B. The costs assessed must be fairly and reasonably apportioned among the properties that receive the special benefit.

C. The apportionment or exemption from non-ad valorem assessments of governmental entities as defined by Florida Law.

4. Ensure that the recommended assessment and parcel classifications conform to the statutory requirements of the Uniform Method.

5. For non-ad valorem assessments, the Consultant shall use their own employed attorney or hire/sub-contract an attorney to obtain a legal review to confirm any studies are consistent with the City's methodology requirements, Florida Statutes, Case law and other applicable laws and rules. Cost of this service shall be included in the project fee, as issued.

6. In the event a court finds the non-ad valorem fee, rate, assessment, or methodology to be legally insufficient or unenforceable, the CONSULTANT shall indemnify the CITY for all claims, suits, actions, and damages (including but not limited to reimbursement of assessments), expenses, costs (including but not limited to travel and experts' costs) and attorneys' fees (at both trial and appellate levels) of any nature or kind whatsoever caused by, arising out of, or related to the sufficiency or enforceability of the assessment methodology study prepared by CONSULTANT under this Contract. Changes made by the CITY to the assessment methodology shall not render this indemnity invalid unless the CONSULTANT has notified the CITY in writing prior to adoption of the non-ad valorem ordinance that a particular change will likely lead to an insufficient or unenforceable assessment methodology, and the court expressly holds that that change was the sole reason that the assessment methodology was insufficient or unenforceable. The amount of the indemnity shall be co-extensive with the amount of the CONSULTANT's Errors and Omissions/Professional Liability coverage, which shall not be less than $1,000,000 per occurrence for this project with a $2,000,000 policy term general aggregate, and such policy shall expressly provide coverage for this indemnity provision. In the event the CONSULTANT has failed to procure Errors and Omissions/Professional Liability coverage in the stated amount or has let such coverage lapse, the indemnity shall still be enforceable up to the stated amount.

7. Some of the work assignments issued as a result of this RFP will have aggressive timeframes that require meeting strict deadlines. However, all of these requests will require strong technical expertise, written communication skills, and comprehensive public participation and community outreach skills. Because of the above requirements and needs, the City is seeking to establish a contract that will provide the services specified on 'an as needed basis'. Work performed by Consultant staff under this RFP will be completed remotely or onsite at a City of Punta Gorda office.

8. The consultant shall serve as the City of Punta Gorda's professional representative for each Work Assignment, as applicable, and may be required to present reports and recommendations to the City Council and/or public as determined by the City. The firm shall be required to submit any and all presentations or publications relating to City work for review and approval by the City of Punta Gorda staff prior to distribution.

9. The selected firm shall work in close cooperation and coordinate their work through assigned City of Punta Gorda Directors and/or assigned City staff.

10. The consultants shall perform all the services specified in accordance with generally accepted professional standards. The consultants shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind shall conform to and be in compliance with applicable practices, codes, laws, ordinances, regulations, and restrictions.

11. All deliverables required in the performance of the Work Assignments shall be submitted to assigned City of Punta Gorda Staff in the appropriate electronic media format via flash drives, email, and/or share files. Word processing documents shall be in Word format or PDF format, spreadsheet data in Excel format, presentations shall be in Power Point, project schedules shall be in Microsoft Project or other suitable format agreed upon by parties and all maps, plans, and surveys shall be in suitable CAD, ArcGIS and PDF format for utilization by the City of Punta Gorda. All deliverables shall become the property of the City upon delivery.

12. The City, at its sole discretion, may expand the scope of work to include additional requirements. The City reserves the right to investigate as it deems necessary to determine the ability of any firm to perform the work or services requested. Information the City deems necessary in order to make a determination shall be provided by the firms upon request.

III. MINIMUM QUALIFICATIONS:

To be eligible to respond to this Solicitation, the Proposer must demonstrate that the firm has sufficient capabilities, resources, and experience to provide the Services under this Solicitation. Any Proposer that fails to meet the following minimum qualification requirements may be noted as "NON-RESPONSIVE".

Those qualifications are as follows:

- Proposers must demonstrate that they have the resources and capability to provide the services as described herein. Consultant Staff assigned to specific tasks should possess in-depth knowledge within one or more specialties such as fiscal analysis, city fees, resource allocation, rate development, methodology planning, or associated areas as appropriate for the assigned work.
- Proposers must demonstrate extensive experience in the disciplined areas identified herein by providing comparable services and/or projects that have been successfully provided and/or completed within five (5) years of the due date of this RFP. Successfully completed services and/or projects shall include those that were completed within the contract time, including any agency approved time extensions, completed at or below the contract award amount, including any subsequent agency approved cost change orders, and completed in accordance with the contract documents.

IV. REFERENCES:

The City will only entertain proposals from proposers with a minimum of five (5) years' experience in projects of similar scope and size to at least one or more of the possible tasks. Additionally, Proposers shall submit references, with at least five (5) government entities, detailing the longevity of the accounts and disclosing the contact's name, phone number, and email for each account, project description, and area included in "Scope of Work". The City reserves the right to contact any or all clients to acquire a reference; however, the Proposer is encouraged to submit written recommendations from his client(s).

V. GENERAL SERVICE AND RATE PROVISIONS

Individual tasks may require project management, supervision, manpower, materials, equipment, and supplies necessary to complete any of the services outlined below. All services shall be performed in compliance with industry standards and all federal, state, and local laws, and ordinances.

The services to be provided may include but are not limited to the following:

1. Evaluations, investigations, analyses, recommendations, technical writing, ordinance interpretations, ordinance formulation, cost and time estimates, financial planning, studies, designs, research, compliance/application reviews including development reviews, field inspections, customer service, GIS and mapping, visualization/graphic design, and public participation and outreach.
2. Professional involvement throughout all phases of the project, including but not limited to development of programs; preparation of reports; periodic progress reports/meetings; preparation for and participation in briefings and presentations to staff groups, citizen groups, elected and appointed

officials, and federal or state agencies; processing of invoices for services; and timely processing of project correspondence, Consultants' requests for payment, and material and equipment submittals.
3. Coordination with other City consultants.
4. Other types of professional and non-professional services of a nature consistent with the intent of this RFP as directed by the City.

VI. RATES:
Hourly rates established under awarded contract shall include:
1. Administrative items such as fax transmissions, long distance phone calls, mailing services, courier services, and materials required in the preparation of presentations, cost of reports, submittals, and other expenses deemed typical in the conduct of business.
2. Transportation to and from job sites, vehicles, fuel, vehicle maintenance, cell phones, personal computers, printers, cameras, video equipment, software, general office supplies, home office and administrative support, and all overhead and incidental costs.
3. Additional costs associated with attendance and participation in after-hours meetings with elected and appointed officials and community groups.

VII. WORK ASSIGNMENTS:
A detailed Scope of Services will be developed by the City Project Manager for each Work Assignment issued under awarded contract. The Consultant shall make every effort to keep the personnel assigned to a Work Assignment consistent. The Consultant shall assign a Project Manager to each Work Assignment to provide consultation and management services. The Consultant's Project Manager will be responsible for staffing the work and the review of all submittals, reports, and work products prior to submission to the City. The Consultant's Project Manager will have the final responsibility for quality control.

VIII. DISCIPLINE AREAS/WORK ASSIGNMENTS TO BE PERFORMED:
This section outlines the main task areas anticipated to be conducted and the knowledge and skills needed within the associated disciplines to achieve success. The Consultant should demonstrate to the City the ability and capacity to successfully perform these tasks.
1. Establish a methodology for the evaluation of fees. Review existing methodology, recommend changes as necessary and determine if fees are accurate and appropriate to the City's needs. Work with and meet with City staff to refine scope, purpose, uses, and goals. Ensure the study will be both accurate and appropriate to the City's needs.
2. Conduct a comprehensive review of the City's existing fees, rates and charges. Meet with staff and conduct interviews as needed to gain an understanding of the City's processes and operations.
3. Conduct a level of service analysis.
4. Identify the total cost of providing each City service at the lowest reasonable activity level and in a manner that is consistent with all applicable laws, statutes, rules and regulations governing the collection of fees, rates, and charges by public entities. Costs should include appropriate General and Administrative overhead allocations to City activities and applicable overhead rates for use in calculating the City's billable hourly rates.
5. Compare service costs with existing cost recovery levels. This should include service areas where the City is currently charging for services as well as areas where the City perhaps should charge, in light of the City's practices, or the practices of similar and/or neighboring cities.
6. Develop methodology for the Fire Rescue services, time line for implementation, roll data, and required meetings and ordinance/resolution development. This should include all legal services to support the methodology developed and recommended. Additionally, the process or model for

maintaining the rate development for future years should be available to staff. Future year tasks may periodically include revenue sufficiency analysis and review of fire assessment rolls.
7. If applicable, promote compliance with rate covenants, additional bonds test, and flow funds provisions based on authorizing bond documents and maintain credit rating position.
8. Prepare reports that identify each facility or service, its full cost, current and recommended cost recovery levels. Reports should identify the direct cost, the indirect cost, and the overhead cost for each service; and provide a model for adjusting these fees and rates for the City's current and future needs.
9. Work with City staff to review and evaluate future needs and services of the City in order to incorporate these needs into the recommendations.
10. Work with City staff to conduct an assessment regarding the impacts on each department with links to the fee structures to determine which City cost centers are applicable.
11. Recommend appropriate fees and charges. Recommended fees are based on the analysis, together with the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic.
12. Prepare reports that identify the current fees, and recommended fees. The reports must also identify percentage change, cost recovery percentage, and fee comparison with other cities or service providers that are comparable to the City of Punta Gorda, Florida. A survey comparison of rates and fees with similar cities will be used to help determine the appropriate level of subsidy, if any.
13. Research and prepare District Assessment and Methodology reports, draft and final. Recommend the categories of property to be assessed and determine the relative benefit anticipated to be derived by those categories of property found within the City that receive services. Recommend the fair and reasonable apportionment of assessable costs among benefited parcels within each category of property. Determine the rates required to fully fund the cost of services provided by the City to various parcels or users that benefit from the City's services. Methodologies are anticipated to remain in effect for a five (5) year period and the Study shall reflect a method to adjust the level of assessment sufficient to continue funding the budgetary requirements through that period.
14. Attend project commencement meetings with City representatives at City offices or through Teams or another electronic meeting format that is accessible by all parties.
15. Conduct progress meetings and written progress reports as requested by the City, or as Consultant deems necessary.
16. Consultant may develop public information materials including web site, brochures, FAQs, or other media tools as may be appropriate or requested by the City.
17. The Consultant may be required to conduct presentations for the City Council and the general public. All material and format shall be approved by City staff prior to any presentation.
18. The Consultant may assist in the draft of all legal notices, publications, documents, and resolutions necessary to certify and adopt the rate structure as requested by the City. The Consultant shall submit "drafts" of all documents, including a draft agenda for the required public hearings, to the City for review with sufficient time for publication and adoption prior to statutory deadlines.
19. For non-ad valorem assessments, create an assessment roll based on the final methodology approved by the City Council and deliver the assessment roll to the City within the time frame and format acceptable to the City and the Charlotte County Tax Collector.
20. All materials, in any format, produced by the Consultant for the City during the course and scope of services are considered the property of the City. This includes all reports, spreadsheets, financial models, databases, calculation tools, formulas, and supporting documentation developed for the City. The Consultant shall provide all deliverables in editable electronic format with all underlying formulas and calculations intact. Deliverables developed specifically for the City shall not be considered proprietary, and the City shall have the unrestricted right to use, modify, and update them for its governmental purposes.

21. Provide a database for a mail merge process with property specific data to assist with the preparing first class mailing notices, as needed.

NON-EXCLUSIVITY: No guarantee of certain services, volume of work, or quantity of projects is implied. This contract does not entitle any firm to exclusive rights to City contracts. The City reserves the right to acquire services from other firms or perform "in-house" services for any purpose as it deems appropriate. The City may, in its sole discretion, procure the services of any consultant at any time for any project other than those selected for this continuing contract.

Specific Authorization 1:

The City of Punta Gorda is soliciting sealed proposals from qualified firms to conduct a comprehensive study and develop methodologies to implement the City's first fire protection and/or non-transport Emergency Medical Services (EMS) assessments to fund fire suppression, fire prevention, fire readiness services, and/or non-transport emergency medical services as may be allowed by law.

The selected Consultant shall perform all technical, legal-support, financial modeling (that is maintainable for each year's development of assessment rate), and public policy analysis necessary to design legally defensible, equitable, and administratively feasible assessments allowed by Florida Statutes.

The consultant shall also assist the City with implementation through the Truth-in-Millage (TRIM) and Uniform Method of Collection process under Florida Statutes §197.3632 or other Florida Statutes that may apply, if the City elects to place the assessment(s) on the annual property tax bill.

BACKGROUND

The City of Punta Gorda is in Charlotte County, Florida. The City of Punta Gorda is located in Charlotte County, Florida with an estimated current population of 20,556 residents. The city serves as the county seat and is also the only incorporated area within the county. The city limits cover a total of approximately 21.87 square miles (13, 440 acres) with a Land Area of 15.5 square miles (9,600 acres) and a Water Area of 6.37 square miles (3,840 acres).

The City of Punta Gorda provides a comprehensive range of municipal services, including police, fire, public works that includes garbage collection, row of way maintenance, facilities maintenance, canal maintenance and park services, planning, zoning, building, and coded compliance. Utilities services for water and sewer are also provided and extend beyond City limits into unincorporated Charlotte County.

The City of Punta Gorda Fire Department is a community-oriented career/fire rescue service dedicated to providing a broad spectrum of public services. The department strives to meet the challenges presented by continuing growing public needs and the demands for a progressive and high-quality fire organization. The function of the Fire Department is to protect lives and property through fire prevention, medical life support, fire suppression, hazardous materials response/identification, water rescue, and other emergency incidents during both natural and man-made emergencies.

The Fire Department currently operates with 39 full-time career firefighters and 10 active volunteers. In addition, due to the Safer Grant Award funding, there will be 9 additional full-time positions added by March of 2027. This staffing level allows for the city to be in compliance with the NFPA Standard 1710. Also, there are 2 Charlotte County Rescues (31 & 32) that are housed and operate out of Stations 1 and 3. This adds an additional 2 staff in each respective station, per day.

While the Fire Department continues its expansion to deliver critical services to our residents and community, the current facilities are at max capacity and are inadequate to house all the required

staff, apparatus and rescue equipment that operate on a daily basis. In addition to space concerns, the Stations are older city building structures that require continuous repairs and maintenance to upkeep. As a result, the Administrative and Fire Prevention Teams are temporarily relocating to the Herald Ct. Center, to free up additional space for line personnel.

Station 1(Public Safety Building): 1410 Tamiami Trail, Punta Gorda, Fl 33950

Station 2: 2601 Acline Road, Punta Gorda, Fl 33950

Station 3: 1623 Aqui Esta Dr., Punta Gorda, Fl 33950

Temporary Admin. Office: 117 Herald Ct., Unit 118 & 119, Punta Gorda, FL 33950

OBJECTIVES

The primary objectives of this engagement are to:

a. Develop legally defensible fire protection and/or non-transport EMS assessment methodologies consistent with Florida case law and statutory requirements.
b. Allocate costs based on special benefit and fair apportionment principles.
c. Provide financial models and policy options to City leadership.
d. Establish separate assessment programs for Fire and/or non-transport EMS services.
e. Provide implementation support, including ordinances, resolutions, public presentation materials, and TRIM-related documentation.

SCOPE OF SERVICES

Task 1 – Project Initiation and Data Collection

The Consultant shall initiate the project and gather all necessary data to conduct the studies. Tasks shall include:

- Conduct a project kickoff meeting with the City Manager, Fire Chief, Finance Director, Planning and Zoning, and GIS staff and/or their designees.
- Develop a project management plan and schedule.
- Identify all required data and documentation.

Data collection may include:

- Fire Department operating and capital budgets.
- Personnel deployment and staffing models.
- Call for service data
- Incident types and response statistics.
- Apparatus and station locations.
- Property parcel data.
- Land use classifications.
- Building square footage data.
- Historical EMS and/or ALS response data.

- Current funding sources and revenue streams.

The Consultant shall coordinate with City staff and Charlotte County Property Appraiser regarding data as necessary.

Task 2 – Legal Framework and Methodology Development

The Consultant shall develop legally defensible assessment methodologies consistent with Florida law and relevant case precedent.

Work shall include:

- Review of Florida statutes governing non-ad valorem assessments, including but not limited to:
    - Florida Statutes §197.3632 (Uniform Method of Collection)
    - Relevant Florida Supreme Court case law governing special assessments.
- Development of methodologies for services provided by the Fire Department as allowed by law.

The methodology must allocate costs associated with:

- Fire suppression
- Fire prevention
- Fire readiness
- Fire inspections
- Fire administration and command functions
- Non-transport Emergency medical services and advanced life support (as may be allowed by law)

The methodology shall:

- Demonstrate special benefit to assessed property
- Develop a fair apportionment model
- Define property use categories, which may include:
    - Single-family residential
    - Multi-family residential
    - Commercial
    - Industrial
    - Institutional
    - Other relevant land use categories

Allocation metrics may include:

- Building square footage
- Call demand
- Equivalent Residential Units (ERUs)
- Other defensible cost allocation measures.

Task 3 – Cost Allocation and Rate Development

The Consultant shall:

- Identify assessable costs for services provided
- Distinguish between:
    - o Assessable costs
    - o Non-assessable general government costs
    - o Costs funded through other revenue sources

The Consultant shall:
- Develop cost allocation models (that will be maintainable for future years).
- Determine assessment units and rate structures.
- Calculate preliminary assessment rates for each property classification.

Task 4 – Parcel Database Development

The Consultant shall:
- Develop a parcel-level assessment database for all properties within the City.
- Assign parcels to appropriate assessment categories.
- Apply the methodology to calculate individual parcel assessments.

Deliverables shall include:
- GIS-compatible data files.
- Parcel assessment spreadsheets.
- Summary revenue projections.

Task 5 – Revenue Analysis and Financial Modeling

The Consultant shall prepare financial models showing:
- Projected annual revenue from allowable assessments.
- Impacts of different policy scenarios.
- Revenue stability analysis.
- Interaction with existing City funding sources.

The Consultant shall also:
- Evaluate equity impacts across property types.
- Identify potential collection loss assumptions.
- Provide multi-year projections.

Task 6 – Implementation Strategy

The Consultant shall develop a complete implementation plan including:
- Timeline for adoption.
- Required public hearings.
- Coordination with the Charlotte County Tax Collector.
- Compliance with Florida Statutes §197.3632 or other Florida Statutes.

The Consultant shall prepare:

- Draft Initial Assessment Resolution.
- Draft Final Assessment Resolution.
- Draft Assessment Ordinance(s) for allowable programs.
- Legal methodology documentation suitable for defense if challenged.

Task 7 – Public and Stakeholder Engagement

The Consultant shall assist the City with public communication and stakeholder engagement, including but not limited to:

- Presentations to the City Council
- Preparation of:
    - o Presentation materials
    - o Educational summaries
    - o Frequently Asked Questions (FAQ)
    - o Assessment impact examples

The Consultant shall attend and present (2) public hearings as requested with optional up to two (2) public workshops. Optional workshops should have separate bid line.

Task 8 – TRIM and Tax Roll Implementation Support

For use of the Uniform Method of Collection, the Consultant shall:
- Assist with required TRIM notifications.
- Prepare assessment roll certification documentation.
- Coordinate with the Property Appraiser and Tax Collector.
- Provide final assessment roll files.

Deliverables

The Consultant shall provide, at a minimum:

a. Project Work Plan and Schedule
b. Data Collection Summary
c. Fire Protection Assessment Methodology Report
d. Cost Allocation Model
e. Assessment Rate Calculations
f. Parcel-Level Assessment Roll
g. Financial Impact Analysis
h. Draft Ordinances and Resolutions
i. Public Presentation Materials
j. Final Implementation Report

Project Schedule.

The City anticipates completing the study and adopting the assessments to allow for inclusion on the property tax bill for FY 2028/2029 (2028 tax year).

Proposers should include a proposed schedule addressing:

- Study completion
- Council workshops (if needed separately from Public hearings)
- Public hearings
- TRIM deadlines

Specific Authorization 2:

The City of Punta Gorda (the City) soliciting a qualified experienced, professional Consultant firm to evaluate the City's operational and financial data to develop valid fees or assessment programs that focuses upon assessable cost calculations sufficient to fund requirements (excluding Utilities services).

The consultant shall provide various options that may be available for cost recovery along with their professional recommendations to City Council for discussion and direction. All options and recommendations should be allowed by law and legally defensible. Additional specific authorizations will be determined based on the City Council direction for items that may require additional work such as the creation of assessment districts.

BACKGROUND

The City of Punta Gorda is in Charlotte County, Florida. The City of Punta Gorda is located in Charlotte County, Florida with an estimated current population of 20,556 residents. The city serves as the county seat and is also the only incorporated area within the county. The city limits cover a total of approximately 21.87 square miles (13, 440 acres) with a Land Area of 15.5 square miles (9,600 acres) and a Water Area of 6.37 square miles (3,840 acres).

The City of Punta Gorda provides a comprehensive range of municipal services, including police, fire, public works that includes garbage collection, row of way maintenance, facilities maintenance, canal maintenance and park services, planning, zoning, building, and coded compliance. Utilities services for water and sewer are also provided and extend beyond City limits into unincorporated Charlotte County.

OBJECTIVES

The primary objectives of this engagement are to:

a. Review City services and fees with pressing emphasis on general fund services first to ensure adequate revenue to support City Services (excluding Utilities) and that move away from reliance on ad valorem revenue.
b. Develop and provide legally defensible fees and assessment methodology options consistent with Florida case law and statutory requirements for recommendation to City Council.
c. Allocate costs based on special benefit and fair apportionment principles.
d. Provide financial models and policy options to City leadership.
e. Provide timelines and implementation support requirements, such as ordinances, resolutions, public presentation materials, and TRIM-related documentation that would be needed for each option and recommendation provided.

I. SCOPE OF SERVICES:
Task 1 – Project Initiation and Data Collection

The Consultant shall initiate the project and gather all necessary data to conduct the study and provide options and recommendations. Tasks shall include:

- Conduct a project kickoff meeting with the City Manager, Departments Directors, and GIS staff and/or their designees.
- Develop a project management plan and schedule.
- Identify all required data and documentation.

Data Collection may include:

- Department division operating and capital budgets.
- Personnel deployment and staffing models.
- Call for service data (i.e. police).
- Incident types and response statistics.
- Equipment data.
- Station locations, department offices and campus locations.
- Property parcel data.
- Land use classifications.
- Building square footage data.
- Historical data.
- Customer data.
- Permit data.
- Landfill data.
- Code violation data.
- Current funding sources and revenue streams.
- Other data as may deemed necessary.

The Consultant shall coordinate with City staff and Charlotte County Property Appraiser regarding data as necessary.

Task 2 – Develop Options for Cost Recovery of Services

The Consultant shall develop options for legally defensible fees and/or assessment methodologies consistent with Florida law and relevant case precedent that do not rely on ad valorem revenue for the cost recovery of services.

Work shall include:

- Review of Florida statutes governing allowed fees for municipal services and non-ad valorem assessments
- Development of methodologies for options to recover the cost of City services (excluding Utilities) as allowed by law.

Task 3 – Presentation(s) of Options to Public/Stakeholders and City Council

The Consultant shall assist the City with public communication and stakeholder engagement, including but not limited to:

- Presentations to the City Council (2) and Presentations at public workshops (2)
- Preparation of:
    - o Presentation materials

- o Educational summaries
- o Frequently Asked Questions (FAQ)
- o Benefits and Challenges of each option
- o Next Steps

City currently proposes the two presentations for possible need to split the general fund service discussions from other fund services discussions.
Optional costs for additional workshops as may be needed should have separate bid line item.

CITY COUNCIL
CITY OF PUNTA GORDA
12/ 2/2026

REGULAR AGENDA

Title:

Award of Amendment to Carollo Engineers, Inc., of Sarasota, FL, to provide Wellfield Management professional services for Fiscal Year 26/27.

Funds: $93,770.75 Account #: 402-1621-533-3314 Project Code: NA

Recommended Action:

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

Summary:

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

Staff requested a proposal based on the negotiated hourly rates from Carollo Engineers Inc., to provide professional services for wellfield management for fiscal year 26/27. Services will include continued compilation and review of pumpage and water quality data required by the Water Use Permit. It also includes development and submittal of the water year 2026 Wellfield Annual Report which is also required the the Water Use Permit.

The Cost of this authorization is $93,770.75 and will be completed during the next 12 months.

Department/Division: Procurement

EXHIBITS:

1. Agreement
2. Recommendation for Award

AMENDMENT 37
AGREEMENT #U2018107/ENG-WATERSUPPLY/1620

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

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

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

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

*(hereinafter called **CONSULTANT)***

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

ARTICLE 1 – WORK

SPECIFIC AUTHORIZATION B2026122/SA37: Is defined as professional services for wellfield management consulting services for fiscal year 2026/2027. The Consultant shall provide all deliverables in accordance with Exhibit A.

ARTICLE 2 - REPRESENTATIVE

SPECIFIC AUTHORIZATION B2026122/SA37: Utilities Engineering Manager, or their designee, who is hereinafter referred to as REPRESENTATIVE, will assume all duties and responsibilities and will have the rights and authority assigned to REPRESENTATIVE in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

1. ***CANCELLATION CLAUSE***

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

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

2. ***SPECIFIC AUTHORIZATION B2026122/SA37:*** *CONSULTANT and the CITY have individually and mutually agreed the Consultant will complete tasks in accordance with the schedule, and complete Tasks 1 through 4, within a completion time as defined in Exhibit A.*

ARTICLE 4 - CONTRACT PRICE

1. ***SPECIFIC AUTHORIZATION B2026122/SA37:*** *The total lump sum cost for Specific Authorization #37, Tasks 1 through 4 (Exhibit A), in accordance with the current Agreement Rates, is NINTY-THREE THOUSAND SEVEN HUNDRED SEVENTY AND 75/100* ***($93,770.75), which is inclusive of all expenses to complete Tasks 1 through 4.***

ARTICLE 5 – PAYMENT TERMS

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

Task	***Task Description and Deliverables***	***Fee (Not to Exceed-NTE or Lump Sum-LS)***	***Task Total***
1	***Data Compilation, Review, and Monthly Status Calls*** *Deliverables:* - Review of water quality, water level, and pumpage data collected and submitted to the district by the City as required by Special Conditions 15, 16, 17, 18, and 19, - Tables and plots of all water quality, water level, and pumpage data including a summary of pertinent observations. - Monthly MS Teams Meeting agenda and attendance, review of monthly data and comparisons to the finalized TDS Guidance and Trigger Levels. - Monthly sum of $3,528.00 for 12 months	*LS*	*$ 42,336.00*
2	***Annual Wellfield Report*** 2.1 - Coordination and Compilation of WY2025 Data $8,788.50 2.2 – Preliminary Data Analysis and Coordination $10,521.00 2.3 – Develop Draft Report for City Review $12,999.00 2.4 – Complete and Submit Final Report $ 7,980.00 *Deliverables:* *- Develop and submittal of annual wellfield report for WY 2026* *- Draft annual Wellfield Report to be submitted to the Client and City for review and comment by March 15, 2027* *- Final Annual Wellfield Report to be submitted to the district by April 15, 2027*	*LS*	*$40,288.50*
3	***Develop Annual Wellfield Maintenance and Rehabilitation Plan*** *Deliverables:* - Develop and submit the Draft Annual Wellfield Maintenance and Rehabilitation Plan TM to Consultant and the city for review and comment by April 15, 2027 - One (1) Teams meeting to discuss the TM and recommendations with the City *- Final Annual Wellfield Maintenance and Rehabilitation Plan TM*	*LS*	*$ 4,906.25*

Task	*Task Description and Deliverables*	*Fee (Not to Exceed-NTE or Lump Sum-LS)*	*Task Total*
4	***Project Management*** Deliverable(s): - Coordination with Subconsultant, manage budget, schedule, and invoicing - $520 per month for 12 months.	*LS*	*$ 6,240.00*
EXTENDED TOTAL - TASKS 1 THROUGH 4			***$ 93,770.75***

Not-to Exceed: Consultant must provide a breakdown for all authorized positions to perform services under this SA. The breakdown must identify the employee's name, date, time, and description of work they were performing on this SA. City will not process invoice for payment until this documentation is received.

ARTICLE 6 - MISCELLANEOUS

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

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

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

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

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

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

Exhibit A

SPECIFIC AUTHORIZATION NO. 37

CAROLLO ENGINEERS
SCOPE OF SERVICES

CITY OF PUNTA GORDA
FY 2027 WELLFIELD MANAGEMENT CONSULTING SERVICES

BACKGROUND AND PURPOSE

The City of Punta Gorda's (CITY's) Water Use Permit (WUP) 20000871.014 currently authorizes an annual average withdrawal of up to 8.088 million gallons per day (mgd) of brackish groundwater from 11 production wells, which include six (6) active, two (2) inactive, and three (3) proposed production wells. Carollo Engineers, Inc. (CONSULTANT) and RESPEC (SUBCONSULTANT) have been under contract since July 1, 2020, to compile, review, and present wellfield pumpage and water quality information on a monthly basis. In addition, the SUBCONSULTANT has developed and submitted the 2020, 2021, 2022, 2023, 2024, and 2025 Wellfield Annual Reports to the Southwest Florida Water Management District (SWFWMD or District) on behalf of the CITY. The SUBCONSULTANT also developed and submitted the CITY's Revised Wellfield Management Plan on January 31, 2023, which was approved by the District on May 1, 2023.

The purpose of this Specific Authorization (SA) is to authorize CONSULTANT to continue wellfield management consulting services for fiscal year (FY) 2027 (October 1, 2026, to September 30, 2027), including continued compilation and review of pumpage and water quality data required by Special Conditions 15, 16, 17, 18, and 19 of the current WUP and presentation of the findings. In addition, this SA includes development and submittal of the water year (WY) 2026 Wellfield Annual Report required by Special Condition 6.

SCOPE OF SERVICES

During approximately the first ten years of wellfield operation (Phase 1), the wellfield is expected to withdraw up to approximately 5.0 mgd (producing up to 4.0 mgd of finished water). Withdrawals from brackish groundwater facilities require more intensive wellfield management than freshwater facilities. This is due to the potential for withdrawals to induce or “upcone” more-dense mineralized (saline) groundwater. Special Condition No. 6 of the City’s WUP requires the City to “immediately implement the Wellfield Management Plan (WFMP) that was submitted on October 11, 2017” to the SWFWMD in support of the City’s wellfield. The WFMP is required to limit the degree to which wellfield withdrawals cause changes in salinity to on and offsite groundwaters. The condition also requires submittal of Annual Wellfield Reports that assess the effects of wellfield production on groundwater quality (among other items) to be submitted to the District on April 15th for the previous Water Year.

The predominant purposes of a brackish groundwater WFMP are to: 1) confirm compliance with the terms and conditions of the operator's WUP; and 2) avoid inducing saline groundwater upconing or saltwater intrusion to the degree that the source groundwater exceeds the design treatment capability of the water treatment facility. The foundations of a successful WFMP include:

1. Proper design of production/monitor wells and wellfield layout (spatial orientation).

2. Collection and analysis of pertinent data prior including but not limited to:

    A. Subregional and site-specific hydrogeologic data, aquifer production and confinement characteristics of the wellfield production zone and overlying/underlying units;

    B. Production and monitor well testing during and after construction (e.g. geologic and geophysical logs, step-drawdown data, groundwater quality, extended aquifer performance testing);

    C. Wellfield production, production and monitor well quality, and water level data collected under wellfield operating conditions.

    D. The understanding of production and monitoring well water quality variations and the relationship to wellfield pumpage.

The wells and wellfield layout have already been designed and permitted, and most of the wells have been constructed and tested. Consequently, our wellfield management supporting efforts under **Tasks 1** and **2** are focused upon item 2.C above. **Task 1** includes the continuation of the monthly data compilation, review, and monthly status calls. **Task 2** includes the development and submittal of the Annual Wellfield Reports to the SWFWMD. **Task 3** includes efforts to assist the City with routine production well maintenance and rehabilitation planning.

Task 1 Data Compilation, Review, and Monthly Status Calls

Compile and review the monthly water quality and water level data provided by the City. This includes the development of water quality and water level data tables and plots. SUBCONSULTANT will continue to compare TDS concentrations to the Production Well Guidance Levels and Monitor Well Trigger Levels identified in the City's current WFMP that was submitted and approved by the District on May 1, 2023. The production well TDS guidance level of 2,200 mg/L was approved by District staff. In addition, monitor well trigger levels for the two Upper Floridan monitor wells were approved at 2,200 mg/L and the one PZ-3 monitor wells at 1,800 mg/L

Task 1 Deliverables

The deliverables to be provided for **Task 1** include the following:

- Review of water quality, water level, and pumpage data collected and submitted to the District by the City as required by Special Conditions 15, 16, 17, 18 and 19.
- Tables and plots of all water quality, water level, and pumpage data including a summary of pertinent observations.
- Monthly MS Teams Meeting Agenda and Attendance, review of monthly data and comparisons to the finalized TDS Guidance and Trigger Levels.

Task 2 Annual Wellfield Report

Special Condition 6 of the City's WUP requires an Annual Wellfield Report to be developed and submitted to the District by April 15th of each year. The report covers all activities and conditions pertaining to the City's conjunctive use facility and service area for the preceding water year (October 1 to September 30th).

The Annual Wellfield Report is to consist of the following specific elements required by Special Condition 6 of the current WUP:

A. Hydrologic Analyses

Statistical trend analysis, such as double-mass curve analysis, multiple linear regression, time series analysis, and factor analysis shall be performed for the annual reporting period and the period of record to analyze the interactions of rainfall and pumpage on changes in the potentiometric surface within and adjacent to the wellfield, water quality, water levels, wetlands, or stream flow. A brief summary of any recommended changes to the monitoring requirements shall be provided noting that some changes may necessitate a modification of the permit.

B. Water Quality Monitoring

Water quality sampling collected as a condition of this permit shall be analyzed and summarized into graphs and statistical analysis for the annual reporting period and related to the historical water quality sampling results as well as to pumpage. The report shall delineate areas of concern with respect to water quality degradation, horizontal or vertical movement in the fresh water/saltwater interface, or other trends which have occurred. Changes in water quality specifically in the upper Floridan Aquifer shall be discussed.

C. Water Level Monitoring

Water levels collected as a condition of this permit shall be analyzed, summarized into graphs and statistical analysis for the annual reporting period, and related to pumpage as well as to historic water levels. The report should delineate any areas of concern with respect to water levels within the aquifers monitored, changes in sampling locations,

number of wells included in the program, etc., or any other information which may be deemed appropriate in order to protect the resource.

D. TDS Concentration Trigger Levels

The Permittee shall summarize compliance with and events related to trigger levels. If the trigger levels were exceeded during the previous reporting period, a description of the mitigation or remediation wellfield management procedures that were implemented to reduce the levels shall be provided as well as the results of each mitigation or remediation procedure implemented.

E. Wellfield Management Updates

The Permittee shall summarize the development, implementation, and events that may affect the approved wellfield management plan over the previous reporting period. If additional information becomes available that necessitates a significant change to the plan, the Permittee shall submit an application to modify the permit to effect the changes.

Task 2 Deliverables

The deliverables to be provided for **Task 2** include:

1. Development and submittal of Annual Wellfield Report for WY 2026.
2. Draft Annual Wellfield Report to be submitted to the Client and City for review and comment by March 15, 2027.
3. Final Annual Wellfield Report to be submitted to the District by April 15, 2027.

Task 3 – Develop Annual Wellfield Maintenance and Rehabilitation Plan

In an effort to assist the CITY with routine production well maintenance and rehabilitation planning, SUBCONSULTANT will prepare a brief technical memorandum (TM) summarizing the production capabilities and water quality of each production well. The TM will evaluate production capabilities and water quality trends over time, evaluate water quality in relation to pumpage, and provide maintenance and rehabilitation recommendations for each production well. The TM will also provide a general cost estimate for maintenance and rehabilitation of one (1) production well and briefly summarize prior maintenance and rehabilitation activities.

Task 3 Deliverables

The deliverables to be provided for **Task 3** include:

1. Development and submittal of the Draft Annual Wellfield Maintenance and Rehabilitation Plan TM to CONSULTANT and the CITY for review and comment by April 15, 2027.
2. One (1) Teams meeting to discuss the TM and recommendations with the CITY.
3. Final Annual Wellfield Maintenance and Rehabilitation Plan TM.

Task 4 – Project Management

The CONSULTANT project manager will coordinate with the SUBCONSULTANT as needed and will manage the budget, schedule, and invoicing.

DELIVERABLES, BUDGET, AND PAYMENT

The method of payment for this project is lump sum by task for a total of $93,770.75. Tasks 1 and 4 will be billed lump sum at a set monthly rate of $3,528.00 and $520.00, respectively. Tasks 2 and 3 will be lump sum per sub-task and task completion, respectively. Exhibit A provides a breakdown of the fee by task and personnel, and Exhibit B contains the SUBCONSULTANT proposal.

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

SCHEDULE

This SA will be delivered over a period of 12 months.

ASSUMPTIONS AND CITY RESPONSIBILITIES

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

The CITY shall furnish CONSULTANT data pertinent to CONSULTANT's services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT's services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by the CITY or others in performing CONSULTANT's services under this Work Assignment.

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that the CITY’s actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT’s opinions, analyses, projections, or estimates.

This scope does not include in-person meetings. All correspondence and meetings will be completed by email, phone call, or MS Teams.

The CITY shall provide all data and support as needed to complete the project, in particular:

1. Water quality and water level collected by the City will be provided on an approximately bi-weekly basis (i.e. once every two weeks).

2. The City will timely provide information as necessary to allow effective completion of assigned tasks.

3. The water quality and water level data provided by the City under **Task 1** and **2** is accurate, reliable, and received in a timely manner. Delays in receiving monthly data may result in a delay in data compilation and review.

ITEMS TO BE PROVIDED BY CITY OF PUNTA GORDA:

1. Water quality and water level data collected by the CITY will be provided to SUBCONSULTANT on an approximately biweekly basis (i.e., once every two weeks).

2. The CITY will provide information in a timely manner as necessary to allow SUBCONSULTANT to effectively complete assigned tasks.

ADDITIONAL SERVICES

Services not specifically identified within this Scope are not part of this Agreement. However, Additional Services may be provided if deemed necessary by the CITY for an agreed-upon fee and schedule.

EXHIBIT A
FEE ESTIMATE
City of Punta Gorda
SA #37 WELLFIELD MANAGEMENT SUPPORT SERVICES

		Labor Hours and Costs								
Task No.	Task Description	Principal	Engineer	Clerical	Total Hours	Labor Cost	Subconsultant	Subconsultant Markup (5%)	Task Total	Compensation Terms
		Cushing Baumberger	Cohen	Jennifer Ryan						
						($)	($)	($)	($)	
		$240.00	$205.00	$75.00						
1	**Data Compilation, Review, and Monthly Status Calls**						**$40,320.00**	**$2,016.00**	**$42,336.00**	**Monthly Lump Sum of $3,528.00 for 12 months**
2	**Annual Wellfield Report**						**$38,370.00**	**$1,918.50**	**$40,288.50**	**Lump Sum**
2.1	*Coordination and Compilation of WY 2025 Data*						$8,370.00	$418.50	$8,788.50	Lump Sum
2.2	*Preliminary Data Analysis and Coordination*						*$10,020.00*	$501.00	*$10,521.00*	Lump Sum
2.3	*Develop Draft Report for City Review*						*$12,380.00*	$619.00	*$12,999.00*	Lump Sum
2.4	*Complete and Submit Final Report*						*$7,600.00*	$380.00	*$7,980.00*	Lump Sum
3	**Develop Annual Wellfied Maintenance and Rehabilitation Plan**	**2**	**2**		**4**	**$890.00**	**$3,825.00**	**$191.25**	**$4,906.25**	**Lump Sum**
4	**Project Management**	**12**	**12**	**12**	**36**	**$6,240.00**	**$0.00**	**$0.00**	**$6,240.00**	**Monthly Lump Sum of $520.00 for 12 months**
	TOTAL	**14**	**14**	**12**	**40**	**$7,130.00**	**$82,515.00**	**$4,125.75**	**$93,770.75**	

CITY OF PUNTA GORDA - WELLFIELD MANAGEMENT CONSULTING SERVICES WATER YEAR 2027

(OCTOBER 1, 2026 TO SEPTEMBER 30, 2027)

PROPOSAL SUBMITTED TO:
Carollo Engineers, Inc.

DATE:
September 14, 2026

CLIENT ADDRESS (STREET/CITY/STATE/ZIP)
301 N. Cattlemen Road, Suite 302
Sarasota, FL 34232

CLIENT CONTACT:
Laura Baumberger, P.E.

CLIENT CONTACT EMAIL:
LBaumberger@carollo.com

CLIENT CONTACT PHONE:
941-893-1025

RESPEC CONTACT:
David Brown, P.G.

RESPEC CONTACT EMAIL:
Dbrown@respec.com

RESPEC CONTACT PHONE:
941-667-5408

BACKGROUND AND PURPOSE:

The City of Punta Gorda's (City's) Water Use Permit, (WUP) No. 20000871.014, currently authorizes an Annual Average withdrawal of up to 8.088 million gallons per day (MGD of brackish groundwater from 11 production wells which include six (6) active, two (2) inactive and three (3) proposed production wells. RESPEC Company, LLC. (RESPEC) has been under contract since July 1, 2020 to compile, review and present wellfield pumpage and water quality information on a monthly basis to Carollo Engineers (Client) and City staff. In addition, RESPEC developed and submitted the 2020, 2021, 2022, 2023, 2024, and 2025 Wellfield Annual Reports to the Southwest Florida Water Management District (SWFWMD or District) on behalf of the City. RESPEC also developed and submitted the City's Revised Wellfield Management Plan (WFMP) on January 31, 2023, which was approved by the District on May 1, 2023.

The purpose of this scope is to authorize RESPEC to continue wellfield management consulting services for Water Years (WY) 2026 through 2027 (October 1, 2026 to September 30, 2027) which includes the continuation of compiling and reviewing pumpage and water quality data required by WUP Special Conditions 15, 16, 17, 18 and 19 and presenting findings to Carollo and City staff on a monthly basis. In addition, this scope includes the development and submittal of the WY 2026 (October 1, 2025 to September 30, 2026) Wellfield Annual Report required by Special Condition 6.

6561 PALMER PARK CIRCLE
SUITE D
SARASOTA, FL 34238
914.552.5657

SCOPE OF SERVICES:

During approximately the first ten years of wellfield operation (Phase 1), the wellfield is expected to withdraw approximately 5.0 MGD (producing up to 4.0 MGD of finished water). Withdrawals from brackish groundwater facilities require more-intensive wellfield management than freshwater facilities. This is due to the potential for withdrawals to induce or "upcone" more-dense mineralized (saline) groundwater that occurs at depth. Special Condition No. 6 of the City's WUP requires the City to implement the WFMP that was submitted to SWFWMD on October 11, 2017. The WFMP is required in order to limit the degree to which wellfield withdrawals cause changes in salinity to onsite groundwaters. The condition also requires submittal of Annual Wellfield Reports that assess the effects of wellfield production on groundwater quality (among other items) to be submitted to the District on April 15th for the previous Water Year (October 1st to September 30th).

The predominant purposes of a brackish groundwater WFMP are to: 1) ensure compliance with the terms and conditions of the City's WUP; and 2) avoid inducing saline groundwater upconing or saltwater intrusion to the degree that the source groundwater exceeds the design treatment capability of the water treatment facility. The key elements of an effective WFMP include:

1. Proper design of production/monitor wells and wellfield layout (spatial orientation).
2. Collection and analysis of pertinent data prior including but not limited to:
    - Subregional and site-specific hydrogeologic data, aquifer production and confinement characteristics of the wellfield production zone and overlying/underlying units;
    - Production and monitor well testing during and after construction (e.g. geologic and geophysical logs, step-drawdown data, groundwater quality, extended aquifer performance testing);
    - Wellfield production, production and monitoring well quality, and water level data collected under wellfield operating conditions.
    - The understanding of production and monitoring well water quality variations and the relationship to wellfield pumpage.

The wells and wellfield layout have already been designed and permitted, and most of the wells have been constructed and tested. Consequently, Task 1.0 below includes the continuation of the monthly data compilation, review and monthly status calls. Task 2.0 includes the development and submittal of the Annual Wellfield Report to the SWFWMD. Task 3.0 includes efforts to assist the City with routine production well maintenance and rehabilitation planning.

Task 1.0 Data Compilation, Review, and Monthly Status Call

RESPEC will compile and review the monthly water quality and water level data provided by the City into RESPEC's existing City of Punta Gorda database for Water Year 2027 (October 1, 2026 to September 30, 2027). This includes the development of water quality and water level data tables and plots. RESPEC will continue to compare TDS concentrations to the Production Well Guidance Levels and Monitor Well Trigger Levels identified in the City's current WFMP that was submitted and approved by the District on May 1, 2023. The production well TDS guidance level of 2,200 mg/L was

approved by District staff. In addition, monitor well trigger levels for the two Upper Floridan monitor wells were approved at 2,200 mg/L and the one PZ-3 monitor wells at 1,800 mg/L.

Project Deliverables

The deliverables to be provided for **Task 1.0** include the following:

- Review of water quality, water level, and pumpage data collected and submitted to the District by the City as required by Special Conditions 15, 16, 17, 18 and 19.
- Tables and plots of all water quality, water level, and pumpage data provided to RESPEC including a summary of pertinent observations.
- Monthly Teams Meeting Agenda and Attendance, review of monthly data and comparisons to either the provisional TDS trigger levels or finalized TDS Guidance and Trigger Levels.

Schedule and Fee

The schedule and fee for **Task 1.0** is found in **Tables 1 and 2 (attached).**

Task 2.0 Annual Wellfield Report

Special Condition 6 of the City's current WUP requires an Annual Wellfield Report to be developed and submitted to the District by April 15th of each year. The report covers all activities and conditions pertaining to the City's conjunctive use facility and service area for the preceding water year (October 1 to September 30th).

The Annual Wellfield Report is to consist of the following specific elements required by Special Condition 6 of the current WUP:

Hydrologic Analyses

Statistical trend analysis, such as double-mass curve analysis, multiple linear regression, time series analysis, and factor analysis shall be performed for the annual reporting period and the period of record to analyze the interactions of rainfall and pumpage on changes in the potentiometric surface within and adjacent to the wellfield, water quality, water levels, wetlands, or stream flow. A summary of any recommended changes to the monitoring requirements shall be provided noting that some changes may necessitate a modification of the permit.

Wellfield Operation

A brief overview of wellfield operations including withdrawal point rotation within the wellfield for the previous 12 months shall include discussion of wells used most often, and wells used less often, and why their routine use was altered, future changes or modifications to the wellfield rotation plan due to the yield from the various wells, future annexation sites, potential future production well sites, etc. Any proposed production or monitor wells that were completed, wells retired and their current status, or wells converted from other uses to public supply use since the last Annual Wellfield Report will be noted.

Water Quality Monitoring

Water quality sampling collected as a condition of this permit shall be analyzed and summarized into graphs and statistical analysis for the annual reporting period and related to the historical water quality sampling results as well as to pumpage. The report shall delineate areas of concern with

respect to water quality degradation, horizontal or vertical movement in the fresh water/saltwater interface, or other trends which have occurred. Changes in water quality specifically in the upper Floridan Aquifer shall be discussed.

Water Level Monitoring

Water levels collected as a condition of this permit shall be analyzed, summarized into graphs and statistical analysis for the annual reporting period, and related to pumpage as well as to historic water levels. The report should delineate any areas of concern with respect to water levels within the aquifers monitored, changes in sampling locations, number of wells included in the program, etc., or any other information which may be deemed appropriate in order to protect the resource.

TDS Concentration Trigger Levels

The Permittee shall summarize compliance with and events related to trigger levels. If the trigger levels were exceeded during the previous reporting period, a description of the mitigation or remediation wellfield management procedures that were implemented to reduce the levels shall be provided as well as the results of each mitigation or remediation procedure implemented.

Wellfield Management Updates

The Permittee shall summarize the development, implementation, and events that may affect the approved wellfield management plan over the previous reporting period. If additional information becomes available that necessitates a significant change to the plan, the Permittee shall submit an application to modify the permit to effect the changes.

Project Deliverables

The deliverables to be provided for **Task 2.0** include the following:

- Development and submittal of Annual Wellfield Reports for WY 2026 that includes the annual reporting period of October 1, 2025 to September 30, 2026.
- The Draft Annual Wellfield Report to be submitted to the Client and City for review and comment by March 15, 2027.
- Final Annual Wellfield Report to be submitted to the District by April 15, 2027.

Schedule and Fee

The schedule and fee for **Task 2.0** have been provided in **Tables 1 and 2 (attached)**.

Task 3.0 Annual Wellfield Maintenance/Rehabilitation Plan

In an effort to assist the City with routine production well maintenance and rehabilitation planning, RESPEC will provide a brief technical memorandum (TM) that summarizes the production capabilities and water quality of each production well. This TM will evaluate production capabilities and water quality trends over time as well as evaluate water quality as related to pumpage. RESPEC will provide maintenance and rehabilitation recommendations for each production well. RESPEC will provide a general cost estimate for maintenance and rehabilitation of one (1) production well. This TM will also include a brief summary of all prior maintenance and rehabilitation activities.

Project Deliverables

The deliverables to be provided for **Task 3.0** include the following:

- Development and submittal of the Draft Annual Wellfield Maintenance and Rehabilitation Plan TM to be submitted to the Client and City for review and comment by April 15, 2027.
- One (1) Teams meeting to discuss the TM and recommendations with the Client and City.
- Final Annual Wellfield Maintenance and Rehabilitation Plan TM.

Schedule and Fee

The schedule and fee for **Task 3.0** have been provided in **Tables 1 and 2 (attached)**.

SCHEDULE AND FEE SUMMARY

A table summarizing work tasks, fees, and work schedule is provided in **Table 1 and 2 (attached)** below.

ITEMS TO BE PROVIDED BY CITY OF PUNTA GORDA:

1. Water quality and water level collected by the City will be provided to RESPEC on an approximately bi-weekly basis (i.e. once every two weeks).
2. The City will also timely provide information as necessary for RESPEC to effectively complete the assigned tasks.

ASSUMPTIONS:

1. The water quality and water level data provided by the City under **Task 1** and **2** is accurate, reliable and received by RESPEC in a timely manner. Delays in receiving monthly data may result in a delay in data compilation and review.
2. This Scope does not include any water quality sampling, water quality laboratory analyses, or water level data collection. These tasks may be performed by RESPEC as Additional Services at request of the Client or the City.
3. This scope does not include any in-person meetings. All correspondence and meetings with the Client and City will be completed using email, phone calls or online Teams meetings.

ADDITIONAL SERVICES

Services not specifically identified within this Scope are not part of this Agreement. However, Additional Services can be provided if deemed necessary by the Client and will be provided for an agreed-upon fee and schedule to be determined.

RESPEC

Table 1

City of Punta Gorda - Wellfield Management Consulting Services
RESPEC Hourly Fee Table by Staff Member per Task

Task No.	Task Description	Subconsultant Labor Hours and Costs			
		Principal	Staff Hydrologist	Total Hours	Labor Cost
		$195.00	$125.00		$
FY2026					
1.0	WY 2027 Data Collection/Evaluation (Oct 1, 2026 to Sept. 30, 2027)	126	126	252	$40,320
2.0	WY 2026 Annual Wellfield Report (Oct 1, 2025 to Sept. 30, 2026)	116	126	242	$38,370
3.0	Annual Wellfield Maintenance/Rehabilitation Plan	10	15	25	$3,825
Total FY2026		**252**	**267**	**519**	**$82,515**

RESPEC

Table 2
City of Punta Gorda Wellfield Managemen Consulting Services
RESPEC Schedule and Fee Breakdown by Activity

Task No.	Task Activity	Start Date	Invoicing Methods	Completion Date	Fee
WY 2027 Wellfield Management Services - Monthly Data Collection and Evaluation					
1	Tables/Plots Water Quality/Levels/Agendas, Conference Calls, Meeting Summary (Monthly for WY 2027) October 1, 2026 to September 30, 2027	October 1, 2026	Lump Sum Monthly	Approximately the 15th of each month through September 30, 2026	$ 3,360.00
	Sub-Total for WY 2027 Wellfield Management Services				$ 40,320.00
WY 2026 Annual Wellfield Report					
2	Task 2.1 - Coordination and Compilation of WY 2026 Data	October 1, 2026	Lump Sum	November 1, 2026	$ 8,370.00
	Task 2.2 - Preliminary Data Analysis and Coordination	November 2, 2026	Lump Sum	December 15, 2026	$ 10,020.00
	Task 2.3 - Develop Draft Report for City Review	December 16, 2026	Lump Sum	March 15, 2027	$ 12,380.00
	Task 2.4 - Complete and Submit Final Report	March 16, 2027	Lump Sum	April 15, 2027	$ 7,600.00
	Sub-Total for WY 2026 Annual Wellfield Report				$ 38,370.00
Annual Wellfield Maintenance/Rehabilitation Plan					
3	Develop Annual Wellfield Maintenance and Rehabilitation Plan	March 16, 2027	Lump Sum	April 15, 2027	$ 3,825.00
	Sub-Total for Annual Wellfield Maintenance/Rehabilitation Plan				$ 3,825.00
				TOTAL	$ 82,515.00

Punta Gorda
FLORIDA

INTEROFFICE MEMORANDUM

To: **Tom Spencer, Kristin Simeone and Melissa Reichert**
From: Anne Heinen, Procurement Manager
Date: November 18, 2026
Subject: Recommendation for Award – B202612/SA37 – Wellfield Management Master Agreement U2018107/ENG-WATERSUP/1920

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

Staff requested a proposal based on the negotiated hourly rates from Carollo Engineers Inc., to provide professional services for wellfield management consulting services for fiscal year 26/27. Services will include continued compilation and review of pumpage and water quality data required by the Water Use Permit. It also includes development and submittal of the water year 2026 Wellfield Annual Report which is also required the the Water Use Permit.

The Cost of this authorization is $93,770.75 and will be completed during the fiscal year.

Funding: Account # 40216215333114 Project Code # _____
☒ Funds available ☐ Funds not available/transfer required ☐ Funds not available/to be appropriated

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

_____ Concur X Non-Concurrence _____ Date 11/19/2026
Tom Spencer, Utilities Director

Teresa carlaw Concur X Non-Concurrence _____ Date 11/19/2026
Kristin Simeone, Finance Director

Melissa Reichert Concur X Non-Concurrence _____ Date 11/19/2026
Melissa Reichert, City Manager

CITY COUNCIL
CITY OF PUNTA GORDA
12/ 2/2026

REGULAR AGENDA

Title: Project Updates

Funds:

Recommended Action: Informational purposes only.

Summary: Updates will be provided to Council focusing on key city projects.

Department/Division: City Manager

EXHIBITS:

1. Capital Improvements Program Project Updates
2. Public Works Project Log
3. Utilities Project Log

CIP Master Project Log - Produced by Urban Design

Priority Schedule
1 - [Highest] Critical, immediate action required
2 - [High] Important, but can wait a short period
3 - [Medium] Moderate, can be scheduled for near future
4 - [Low] Can be deferred and completed when time allows
5 - [Lowest] Little to no impact if not completed

Percentage of Completion
5% - Job folder created
10% - Beginning exploratory investigation SOW, SOV in progress
25% - Completion & submittal of requisition package [SOW, SOV, exhibits, etc]
35% - Review of draft documents from procurement in progress
45% - Bid has been released or procurement is actively requesting quotes
50% - Purchase order issued or Work Order generated and OK for project start
55% - Project kick off meeting and project start
60% - Approximately 25% of construction or design complete
70% - Approximately 50% of construction or design complete
80% - Approximately 75% of construction or design complete
90% - Substantial completion of construction has been reached or design is at least 90% complete
95% - Construction or design is complete and the project is in the closeout phase.
100% - Project complete [Pay apps, closeout documents and final turnover]

Priority	PW Assigned	UD Assigned	Proc Assigned	Project Name	Description	Project Code	Budget	Account Number	FEMA	Requisitions	Purchase Orders	Status	Completion %
	Ron	Boyd	Anne	Historic District Infrastructure East of 41 - Bethel/St. Mark's Area	As recommended from the study completed in 2018, a multi-phased approach for design and improvements includes installing new sidewalks and missing sidewalk connections, decorative and high-mass lighting, and drainage improvements.	HISTDT TWINFS	$275,000 $73,080 C/O	118-3007-541-6520 301-3004-569-6520	YES	#68281 approved Aug 2025		Carl re-writing scope based on work completed; need updated assessment. Lighting completed previously; stormwater portion has been removed due to a separate Public Works stormwater project, so is now basically a sidewalk project. Carl wants to enter a Req. to hire a surveyor to assess current ADA improvements and future requirements. **10.13.2026 Boyd to discuss making this a PW project. Boyd to send Bryan updated inventory.**	**10%**
	Ron	Danielle	TBD	Ponce De Leon Park Improvements	Design & construct new restroom facility, pavilion, boat & trailer parking, and site furnishings.	PONCE	$0		YES			This project is on hold until Peace River Wildlife Center moves to new location on Henry Street. City will need to include demo of old building/possible move and re-use of gift shop shed in new re-design.	**10%**
	Bryan	Danielle	Anne	Downtown Flooding - Phase III (this project is also on PW spreadsheet)	PW is seeking a professional engineering & surveying firm to study the drainage system in the downtown area to identify possible solutions to reduce or eliminate flooding.	DWTNFD	$500,000 Design $875,907 Construct	301-3004-541-6316		#67406 - Downtown Flood Study Phase III	#55023 - Kimley-Horn	PW 02.24.2026 PW has provided tailwater design info along with input on future rainfall data projections. Review of preliminary model schematic complete. Corrdination of first public meeting in April is being coordinated. PW 07.28.2026 Existing conditions modeling has been completed. Design Alternantives are being modeled and sized to determine possible future projects. **PW 10.20.2026** The project continues with the devlopment of various possible projects. Modeling continues on these project areas to determine what psossible solutions may offer improvments to those areas. A Deep Horizon Grant was submitted on August 31 for a possible project based on preliminary project ideas. An update to council will likely occur in November.	**60%**
	Bryan			(Henry Street Crosswalk Study) now called Pedestrian Crosswalk per Anne 12-10-25	Henry Street sidewalk and crosswalk enhancements from FY 23	HNRIMP	$539,000	118-3007-541-6393	NO	#67550 - Conduct Study		11.22.2024 REQ 67550 submitted - Conduct study 12.4.2024 PW approved REQ 12.11.2025 Bid released - set to close 1-11-26. Bid has closed PW 02.09.2026 One responsible bid received; may be able to use. PW 07.28.2026 Public Works would like to know what the path forward will be. Q for Procurement. **PW 10.20.2026** **The aquisition of a possible consultant is in the final stages of procurement.**	**45%**

	Bryan			Henry Street Sidewalks	US 41 to Shreve Street - fill network gaps along Henry Street	HENSWK	$151,200	118-3007-541-6319 and Mobility Impact Fees				April 2025 Engineering started application to SWFWMD. PW 07.28.2026 Public Works is splitting the project into two phases. Phase 1 will be from US 41 to the existing sidewalk at The Oaks on Henry. Phase 2 is being discussed with the SWFWMD. It may not fall under an exemption which could complicate this project. We will make that determination and look at other design alternatives if necessary. PW to re-submit for FDOT permit for connection. **PW 10.20.2026** Phase I is nearly ready for requisition entry. Phase II SWFWMD permitting will soon folllow.	**10%**
	Bryan		Anne	Boca Grande Storm Water	Drainage Improvements	CABGDI	$2,294,887 $1,000,000	118-3007-541-6320 301-3004-541-6320		#69043 - Boca Grande Construction		12.12.2025 Req 69043 entered for construction; working on Req. for CEI Services, working with Dept. of Commerce. Req 69231 entered for Construction Management and CEI services. PW 02.24.2026. Procurement in progress; grant funded. PW 07.28.2026 Construction bid has been released and we are in the process of answering questions. Our internal CEI source for the project rescinded their acceptance of the position Friday the 24th. In the process of determining the best path forward. Public meeting Sept. 16, 5:30 p.m., Laishley Marina - Kimley-Horn presenting new set of plans - 50 signs being put up in neighborhood to notify public. 10.13.2026 Construction is out to bid; CEI services pending.	**25%**
	Ron			King Street - Design/Engineering	Design, survey, and construction of King Street due to growth and safety concerns. Project will include drainage, lights, bumper stops, mill & resurfacing.	KINGIM	$550,000	301-3004-541-6394 301-3005-541-6394				January 2025- waiting on owner's response to the drainage easement request. Not a priority.	**10%**
	Bryan	Danielle	Anne	Shreve Street - Complete Street Improvements	Lighting on the Shreve Street path and widening of existing sidewalk on Pompano. FY 2025: Design to widen the existing 5-foot wide sidewalk on Pompano Terrace from Shreve Street to US 41 to meet the link from the Shreve Street path to the US 41 path.	SHVCOM	$285,406	118-3007-541-6512				May 2025: Bryan to ask new electrician how to design path lighting. Planning in process of re-designing strategic lighting. **10.13.2026 Boyd and Ron to resolve.**	**10%**
		Rick		Complete Street - Cooper Street	Design improvements to Cooper Street from Airport Road to East Marion Avenue (US 17 SB), providing sidewalks, bicycle facilities, decorative street lights, and street trees. (CPH plans to 30% before project was cancelled in July 2020 per CIty Council direction - now FDOT LAP Grant, Project #452221-1)	COOCOM	$0	301-3004-541-6516		#69648		No budget entered in Naviline. FDOT agreement due back to FDOT in May 2026. Once LAP agreement is executed, FDOT will need to review our Scope of Services, design RFP, and Professional Services Checklist (provided by FDOT). FDOT has budgeted constructyion funds for 2028. City Council approved FDOT LAP agreement 3/25. Grants Coordinator handling FDOT LAP Agreement. LAP Agreement fully-executed. Notice to Proceed will be issued after the draft RFP has been reviewed and approved by FDOT. Req #69648 entered / approved; at buyer process. FDOT reviewing solicitation docs. RFP released 10/21/26; closes 11/13/26. **Bid extended to 11/20.**	**45%**
		Rick	Anne	Tiki Point Harborwalk Living Shoreline Pilot	Planning, design, engineering, and construction of a living shoreline along a segment of the City's Harborwalk.	LIVSH1 LIVSH3	$590,957 $303,607	301-3004-538-6377		#69008 Approved, Professional Services form submitted to Procurement.	#55826	Grant funded by FDEP CHNEP Federal Grant with City match. Maintenance funds need to be added to CIP sheet in Budget Book. City Council awarded contract to APTIM. Purchase Order issued. Kickoff meeting with APTIM for monitoring 8.10.2026; Kick-off meeting with CHNEP vendor for design 8.12.2026. APTIM POC is Kathryn Brown. Heled 2 kick off meetings 1 for Design and 1 for monitoring. The 2 contractors will synergize to complete the initial survey and monitoring. 30% designs are expected by End of November. Site visit with CHNEP and their design vendor took place on 9/10/2026. 10.13.2026 Monthly meetings with CHNEP & vendors are taking place.	**60%**

1	Ron	Boyd	Anne	A.C. Freeman House Rehabilitation	Assessment and rehabilitation to correct building issues. CDBIA repairing under lease agreement with City.	FREEMN	$440,000	118-3007-579-6222		#69061	#55415	New roof installed. Hurricane shutters removed; working on exterior carpentry. Exterior paint colors chosen; painting in progress. Rear stair posts installed; Organizing interior clean up party to cover furniture in plastic. Then move to interior mitigation, mechanicals, interior carpentry, drywall, and paint over the next several months. Project is moving forward as planned - on time and on budget.Interior remediation is complete. Interior remediation is complete. New AC units have been installed. Plumbing and electrical are near complete. Drywall and trim carpentry to start soon. Exterior painting is ongoing, interior to start after drywall and carpentry is complete. Interior room colors provided by UD staff. Anticipated completion August/September. No budget surprises to-date. Landscape plans all fall within budget. Legal amended contract to include landscaping. Landscaping completed - 10.13.2026. TJ working on punch list. Final walk-through 11/16. Final invoice in process. Ribbon cutting 1/7/2027 5-7 p.m.	**100%**
1	Ron	Boyd	Anne	Historic City Hall Rehabilitation Project (Historic Building)	Rehabilitation of Historic City Hall	CHPRRH	TBD	118-3007-519-6202 301-3004-519-6201		#68700 Parker / Mudgett / Smith	#55629	Anne presented Parker / Mudgett / Smith agreement to City Council for approval on April 8; approved. Kick off meeting with Jeff Mudgett took place May 7. Jeff would like all ceiling tiles removed on the first floor. This has been done. Brick tuck & point scope to be developed; measurements taken. 6.30 meeting with Jeff Mudgett. Roof Warranty Walk-thru took place 7.16.26; Proc docs for windows and brick tuck pointing in preparation by PMS. Mold/asbestos re-testing by Universal Engineering on 8.6.2026. Boyd working on getting estimate to replace existing windows with impact windows. Jeff Mudgett presented at joint meeting with CC/HPAB on 10.27.2026; impact windows were preferred, PMS to provide bid documents.	**60%**
	Bryan	Boyd	Anne	Nature Park Trail - ADA Design/Engineering	Replacing structures with new in same location & connecting to parking with accessable route (observation deck & fishing pier)	ADANP NAPARK	$86,245 $347,375	118-3007-515-6300 301-3004-572-6332		#69307 $14,490 for permitting with Hans Wilson	#55718	The original construction of the Nature Park was apparently permitted through FDEP permits 08-301414-5, 08-0131423-002, and USACOE permit 199703124. The City was apparently in non-compliance and subsequently dedicated a conservation easement, paying a fine as part of the mitigation. Anne sent letter to Hans Wilson for Specific Authorization B2025153/SA 18 to provide permitting services. Anne to move forward with recommendation of award. Of the $10,000 budget recommended, the actual cost came to $14,490 - P.O. 55718 underway. 10.13.2026 Hans working on permitting.	**50%**
				W Henry Street Improvements & Connections	Property Improvements to site, additional amenities to increase site usage, and connectivity to attractions including Hounds on Henry dog park, Punta Gorda Charlotte Library, History Park & Community Garden, Peace River Wildlife Center. Public restroom to be added inside History Park.	HENIMP	$154,937 bal $440,135 bal	301-3004-572-6332 118-3007-572-6521				Urban Design has restroom designs ready to present to City Council. PRWC will request and extension of Phase I; restroom needs to installed as part of Phase I. UD entered Requisition #69285 for ETI to remove invasive species; Ben Fisher to supervise vendor. Ron E. cancelled invasive species removal and has changed restroom location yet again; currently waiting for Ron to see if County will let us use their land. PRWC requested ext. of Phase I to Nov. 15, 2026 at 4/8 City Council meeting; approved. Awaiting word from County regarding land use for restroom. Carl to send Anne standardized restroom scope for all locations, including survey work. (Anne has with Bayfront project). Cannot use County location due to underground utilities. Carl / Ron E to find new location. **10.13.2026 Utilities approved Henry St. location; scope for site prep & permitting in process with Carl. Site visit 10.23.2026.**	**25%**
				Bayfront Center (Gilchrist Activity Center)	Planners have presented designs to City Council. When final design is approved, Procurement docs will be submitted with Req.	WACGP IANBAY	$1.4 m	118-3007-572-6577 WACGP $343,000 113-1515-519-6206 IANBAY $1,183,920		Req #69657 entered for design $343,000		Per Kristin, use insurance proceeds first to save 1% Sales Tax budget for other projects. UD meeting with CM to discuss budget. After CM approved final Scope of Work; Req #69657 entered and is @ Procurement for buyer process. FEMA extension paperwork submitted. 10.13.2026 project is out to bid. 2 bids received; bid extended by Procurement.	**45%**
		Danielle		ADA Transition Plan	Items related to the ADA Transition Plan							ADA Transition Plan update was presented to City Council jointly with Human Resources last Spring. No new allocations were made; HR controls ADA funding. FY 2025 Update has been drafted. After HR receives the ADA software, update will be presented to City Council. **As of 10/26/2026, still in the procurement process.**	**70%**
		Danielle		Donation Program	Public Space Amenity Gift Program	H&LSCP						Benches have arrived at PW; met with Planners and Ben 2/10 to redefine program. Adding a tree donation program and discussing a rainbow bridge for Hounds on Henry. Tree Donation Program in draft stages. **Meeting planned for 11/25 with CM.**	**50%**

	Ron	Boyd		Wayfinding Sign Damage Replacement	UD helping PW with ordering replacement Wayfinding signs lost in past hurricanes	TBD	TBD	TBD	YES			Boyd to determine engineering needs, then we can move forward with Requisition.	**10%**
1	Ron	Boyd	Sara	Veteran's Park Gazebo Repair	UD helping PW with hurricane damage repair	IANLPG	$47,962	113-0919-519-6300	YES	#69429	#55872 & #55956	Avant Construction to repair under contract. 10.13.2026 Contractors have replaced the tie rods and made fence repairs at the Gazebo. Roof is being pressure washed. Construction is complete; **final invoice in review with PW & UD.**	**95%**
		Rick		Grants Summary	Monthly update of grants applied for / awarded	Various		Various	YES			1) Grant application: ORLP grant for Trabue Park improvements. Submit September 30 2) Grant application: Not Pursuing FMA grant for Trabue Park Land aquisition. May try with FDEP. Req #69924 for appraisal from Acct #001-1500-513-3400 3) Grant Application: CPI grant for new design of Gilchrist Pier.	**50%**
1			Anne	FDOT LAP GRANT	Design	COOCOM	$400,000	301-3004-541-6516	NO	Req #069648		Awaiting submittals from RFP. Opens 11.20.2026; FDOT checklist is updated…	**10%**
1		Rick	Anne	Watershed Master Plan	Plan (FY26)	WSMP	$300,000	001-1500-513-3409	YES	Req 70188		AWAITING RFP! Awaiting RFP!	**5%**
1		Rick	Sara V	FDACS IRA Tree Grant	Plant 100 Trees (IRA)	34079	$48,617	301-3004-572.63-45	No	Req #069833; 069834; 069835 for $44,000		Federalize, authorized, Draft ITB has been reviewed.	**5%**
1		Rick	Sara V	FDACS HIR Tree Grant	Plant 125 Trees (IAN)	34278	$69,283.00	301-3004-572.63-45	No	Req 70194		Federalize, Need ITB! Should be exactly the same as 1st grant	**5%**
2	Albert		Anne	MAC BRF Boat Club Dredging	Dredge Boat Club Inlet (FY 27)	392718	$245,000.00	301-3004-572-6359	No			PW project. MCG SOW, setting up Req	**5%**

Public Works Master Project Log

Priority Schedule
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4 - [Low] Can be deferred and completed when time allows
5 - [Lowest] Little to no impact if not completed

Percentage of Completion
5% - Job folder created
10% - Beginning exploratory investigation SOW, SOV in progress
25% - Completion & submittal of requisition package [SOW, SOV, exhibits, etc]
35% - Review of draft documents from procurement in progress
45% - Bid has been released or procurement is actively requesting quotes
50% - Purchase order issued or Work Order generated and OK for project start
55% - Project kick off meeting and project start
60% - Approximately 25% of construction or design complete
70% - Approximately 50% of construction or design complete
80% - Approximately 75% of construction or design complete
90% - Substantial completion of construction has been reached or design is at least 90% complete
95% - Construction or design is complete and the project is in the closeout phase.
100% - Project complete [Pay apps, closeout documents and final turnover]

Priority	Assigned	Project #	Project Name	Location	Project Code	Account Number	FEMA	Requisitions	Purchase Orders	Notes [LATEST IN DAILY LOG] & Milestones [IN BOLD]	Completion %
	Cody		Herald Court Parking garage Cleanup / Repairs	117 Herald Court	HCPARK	001-1515-519-4601 131-0947-545-3400	NO	Not at this time	Not at this time	compiling a list of task that need to be completed 1.7.2026: Plan generated for task progress. Staff to address as time permits. Repairs to bird netting have started aswell as cleaning of bird feces 2-9-26. All bird netting has been repaired 2-20-26.The bird netting is repeatedly being vandalized. Facilities is developing a plan to replace it with metal framing and screening to keep birds out and better withstand vandalism. Facilities worked with Parks and Grounds to clean up nest and droppings in the garage 11-16-26.	**60%**
	Don Snyder & Stevin		Laishley Park Marina Docks Electrical and Pedestals	120 Laishley Court	MILMAR	001-1515-519-4601 113-0945-575-4601	YES	Pedestals purchase Completed 1.7.2026 I spoke to gary about additional pedestals for E Dock. Orginal Req was cancled due to needing 7 pedestals not 6. New req# 69208 was enetred 2-11-25. PO# 55609 was received 4-3-26, Company has estimated shipping date of 6-29-26.	PO# 55609	We have pedestals, need to get with plumber to connect water and electrical when electrical has been restored. 1.13.2026 Changes being made to pedestals to accomidate existing install. New pedestals have been installed. Req# 69208 was entered to order the remaining pedestals that are need 3-4-26. The pedestal order is going out to bid 3-20-26. PO was issued and pedestals are on order 4-8-26. Marina Electrical Equipment has sent estimated shipping date of 6-29-26. New dock pedestals were recieved 6-24-26. Gary has started to install the last section of pedestals 7-28-26. All pedestals have been installed, water is hooked up, electrician just needs to hook up power 8-3-26. All dock pedestals are installed, plumbed in and wired. They are all replaced and working properly 8-18-26.	**100%**
	Gary		Laishey Park Marina Building	121 Laishley Court	LPMBLD	001-1515-519-4601 113-0945-575-6372	YES	Not at this time	Not at this time	Project will continue on Gary's return, If not Facilities will assign another Employee Soffit, Fascia and all Hurricane relared Damages. All sofit has been replaced except for on area buy the bait shop where there are brids nesting in. Birds have been romoved and temp bird netting has been installed while we wait to recive the rest of the sofit needed to complete this project 3-20-26. Soffit has been repaired 100% 3-27-26.	**100%**
	Cody		Lactation room for expectant mothers	126 Harvey	FM10-B	001-1515-519-5221	NO	Req# 69207	P.O.# 55535	Compiling Data and Specs on room for purchase. E-Mail sent out to Daniel with product questions and a new quote 1.202.2026. Req# 69207 was entered to purchase on 2-11-26. P.O. has been issued and room has been ordered 2-20-26. We are still waiting to receive the room 3-20-26. Company set tenitive shipping date of 4-20-26, 4-8-26. Room was delivered 4-15-26. Install has been completed 5-7-26	**100%**

	Gary		Laishley Park Dock Repairs	120 Laishley Court	MILMAR	001-1515-519-4601 113-0945-575-4601	YES	In house PCARDS to follow/ clamps ordered through Grainger	N/A at this time	Purchasing materials to start the rebuild and repairs 1.6.2026 2X6 and 4X6 and misc conection items purchased and installed. 1-8-2026 20 each 2" and 4" 2 hole pipe straps (stainless steel ordered. Delivery on 1-12-2026 1.13.2026 Pipe clamps (stainless steel) recieved and threaeded rod ordered from Chenango. 1.20.2026 Gary and I ordered the Adapter plates, rub rail, cleats and pipe fusion equipment. Water lines are repaired and water has been restored to all pedestals on floating docks 3-12-26. Phase 2 has started 7-31-26. T head dock is opened and repairs are almost completed on the last remaining dock 8-18-26. Phase 2 is complete, all marina repairs are done 8-24-26.	**100%**
	Gary		Harborwalk Wooden Walkway Behide Condos	120 Laishley Court	MILPRS	113-0919-519-6300	Yes	PCARD Purchases Only	PCARD Purchases Only	Gary as well as other division have teamed up to make all repairs and it is back open.	**100%**
	Cody		Sewer Line Valves	Multi	Multi	001-1515-519-4601	No	Req# 69919	P.O# 55955	**I have meet with Native at each location and we are waiting on an estimate. Native has had issues finding the valves Core & Main has them and they are sending native an estimate 3-20-26. Estimate was Received 5-8-26. Received accounts, Req was entered 8-12-26. P.O.was issued 9-24-26. We are working with Native to schedule work start date 10-5-26. The plumbing will be unavailable during installation of the sewer valves. We are coordinating with the Fire Department to arrange temporary restrooms before work begins 11-17-26.**	**50%**
	Don S.		Veterans Park Power Restoration	Veterans Park	MILVET	113-0919-519-4600	Yes	Req# 68993	P.O.# 55377	Pannels have been replaced. All power is back on. Fountain motor is not working and we are working with Parks to get it back up and running 2-20-26, Wire for pump was received	**80%**
	Cody		Replace Missing Letters On Parking Garage	Herald Court Parking Garage	HCPARK	001-1515-519-4601	No	Req# 69274	P.O.# 55567	Meeting with Monarch 3-3-26. Recived estimate and Rec was entered 3-9-26. P.O was issued 3-12-26. Monarch is in the design phase of creating the leters for us 3-20-26. Monarch will install letters on 4-20-26. Letters have been installed by Monarch 4-20-26.	**100%**
Don S. & Stevin D.			Replace lights in parking deck on each level	Herald Court Parking Garage	HCPARK	5-519-4632, 131-0947-5	No	Req# 69342	PO# 55625	Req was entered 4-2-26, PO was issued 4-21-26, Lights has arrived 4-29-26. Test light was installed, Facilities is gathering a list of material needed to get all these lights replaced 11-17-26.	**55%**
	Cody		Replace Failed Fire Pannel	Fire Station 2	FM22-A	001-1515-519-4601	No	Req# 69039	PO# 55443	Recived estimate 12-4-25, Req was entered 12-19-25, PO Issued 1-7-26, Waiting for Cintas to receive permit, Work was completed 4-22-26.	**100%**
	Cody		4th Floor Elevator Door Replacement	Herald Court Parking Garage	HCPARK	001-1515-519-4601	No	Req# 69357	PO# 55624	Recived estimate 3-30-26, Req was entered 4-7-26, PO Issued 4-14-26. Door was replaced, call button is still not working 7-31-26. Repairs were made to push button 8-12-26	**100%**
Quentin & Gary			New Flooring and Lights In Elevator	Herald Court Parking Garage	HCPARK	001-1515-519-5221	No	PCARD Purchases Only	PCARD Purchases Only	The crews have gone out to to take measurement and started to gather material 5-27-26, New light was installed 6-1-26, Old flooring was remove 6-2-26, New flooring was installed. Waiting on baseboard to arrive 6-3-26. Base board has been installed 6-9-26	**100%**
Don S. & Stevin D.			Repair P.D. and Fire Boat Lifts	Laishley Marina	MILMAR	113-0945-575-4600	Yes	Req# 69515	P.O.# 55714	Recived estimate 5-14-26, Req was entered 5-15-26, P.O. was issued 5-28-26, Solo has installed new lift controller and pulled new wire. We need the original install company to install final part to get them working on the remotes. Lifts can be operated from dock controllers 6-2-26, MCG has installed the limit switches on the boatlifts and remotes have been programed 6-5-26	**100%**
Quentin & Stevin			Install Ice Machine	Fire Station 1	FM3-A	001-1515-519-5221	No	PCARD Purchases Only	PCARD Purchases Only	Fire has received ice machine 5-11-26, Facilities has completed the install of the ice machine 5-21-26	**100%**
	Cody		Straighten Leaning Flag Poles	Laishley Marina	LPMBLD						**10%**
Stevin D. & Don S.			Street Light Repairs On MLK	MLK Street	FMDLT	001-1515-519-5221	No	PCARD Purchases Only	PCARD Purchases Only	**Crews are working on finding shorts in the ground and pulling new wire. Once all wiring is repaired we will replace bulbs and globes 6-5-26, All lights have been restored 6-10-26**	**100%**
	Stevin D.		Street Light Repairs On Wood St.	Wood St.	FMDLT	001-1515-591-5221	NO	PCARD Purchases Only	PCARD Purchases Only	**All lights have been restored 6-10-26**	**100%**
Stevin D. & Don S.			Replace In Ground Lights For Flag Pole	Veterans Park	MILVET	113-0919-519-4600	YES	Req# 69478	PO# 55705	**Req was entered 5-6-26, PO was Issued 5-22-26, Lights were received 6-18-26, Lights were Installed and are working properly 6-19-26**	**100%**

	Gary		Repair Hurricane Charley Monument	Laishley Park	LAIMIS	001-1515-519-5221	NO	PCARD Purchases Only	PCARD Purchases Only	Gary teamed up with Mark from Utilities to make repairs. Welds have been made. 6-24-26 Gary scrapped rust and repaited the rust areas 7-1-26.	100%
Stevin D. & Don S.			Repair Electrical Service On Basketball Ct.	Cooper Rec	FM14-A	001-1515-519-5221	NO	N/A	N/A	Parts are ordered 7-13-26. Parts have arrived 7-17-26. Steve has started repai	100%
Stevin D. & Don S.			Repair Electrical Service	Sculpture Park		001-1515-519-5221	NO	PCARD Purchases Only	PCARD Purchases Only	Parts were ordered 8-20-26. All parts have been delivered 9-17-26.	55%
	Stevin D.		Reapir Lighting In Linear Parks	Linear Parks	FM2-B	001-1515-519-5221	NO	N/A	N/A	Stevin has received the material needed for this project 7-13-26. Repairs have	100%
	Stevin D.		Repair Lighting On Harborwalk East	Harborwalk East	FM2-B	001-1515-519-5221	NO	N/A	N/A	All lights have been restored 7-29-26	100%
	Stevin D.		Repair Lighting In Pitman Park	Pitman Park	FM2-B	001-1515-519-5221	NO	N/A	N/A	All lights have been restored 7-29-26	100%
	Stevin D.		Street Lighting Repairs	Carmalita St.	FM2-B	001-1515-519-5221	NO	N/A	N/A	**Stevin has started to make repairs to the light 7/29/26. All lights are on except 7, New drivers were ordered for these lights 8-12-26. Received new drivers for remaining lights 8-19-26.**	80%
	Gary P.		Repair Hurricane Shutter Tracks	Public Works	FM3-A	001-1515-519-5221	NO	PCARD Purchases Only	PCARD Purchases Only	All anchors have been cleaned out, cross threaded have been drilled out and replaced 8-26-26. New tracks have been purchased and replacement bolts have been ordered 9-1-26. Bolts have been received 9-8-26. All new bolts and track have been installed 90-30-26. Count of shutters have been done missing shutters have been ordered 10-9-26. Replacement shutters have arrived 11-11-26.	100%
	Stevin D.		Replace Can Lighting With LEDs	City Hall Annex	FM10-B	001-1515-519-5221	NO	PCARD Purchases Only	PCARD Purchases Only	Lights have been ordered 9-1-26. Work has been started approximatley 50% of the lights have been changed over 9-8-26. All light have been changed 9-11-26.	100%
	Gary P.		Replace Aerator In Pump House	Laishley Marina	LPMBLD	001-1515-519-5221	NO	PCARD Purchases Only	PCARD Purchases Only	New pump was ordered 9-2-26. Pump Protector Housing was ordered 9-3-26. New elevated pump platform to protect pump from flood waters was built and installed 9-4-26. Repairs to supply lines were completed 9-9-26. New wire has been pulled and hooked up 9-14-26. Holes have been back filled and new sod has been install. All work is completed 9-17-26.	100%
	Stevin D.		Install outlet in CIS	Police Department	FM2-A	001-1515-519-5221	NO	PCARD Purchases Only	PCARD Purchases Only	Stevin has came out to see what work is needed and has bought parts for the job 9-15-26. New wire has been pulled and outlet has been added, Project has been completed 9-18-26.	100%
	Stevin D.		New Flag Pole Light	City Hall	FM10-A	001-1515-519-5221	NO	PCARD Purchases Only	PCARD Purchases Only	Trench was dug to install new condit 9-17-26. New condit was installed 9-18-26. Concret was poured for new form for light to be installed on 9-21-26. Light was installed new wire was pulled project is completed 9-23-26.	100%
Facilities Crew			Repair Electrical Service	GilChrist Park	GILMIS	001-1515-519-5221	NO	PCARD Purchases Only	PCARD Purchases Only	Tempory repair was made to get lights in restrooms back on 10-2-26. Crews are trying to locate the break to see what is need for repairs 10-7-26. Crews have located the break and are working on the repairs, new wire has been ordered 10-20-26. New wire and handhole boxes were installed, Electrical connections were made, power is back on. Project is complete 10-23-26.	100%
	Cody		Presure Wash Building and Roof	Fire Station 2	FM22-A	001-1515-519-4601	NO	Req# 70331	N/A	Meet with Shine and received an estimate, Req was entered 10-26-26.	45%
	Cody		Elevator Upgrade	Herald Court Parking Garage	HCPARK	131-0000-519-4632; 131-0947-545-4601	NO	Req# 70284	N/A	Req was entered 10-30-26.	25%
Gary & Lerone			Replace Vinyl Fencing	Fire Station 2	FM22-A	001-1515-519-5221	NO	N/A	N/A	Material list was was made and material was ordered 10-30-26. Material was received and project was started 11-2-26. Project was completed 11-4-26	100%

Utilities Master Project Log

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Priority	Project Name	Location	Project Code	Account Number	Notes [LATEST IN DAILY LOG] & Milestones [IN BOLD]	Completion %
2	Lift Station 56 Rehab	WW COLLECTIONS SYSTEM	LS56GS	411-8536-535-63-28	Next step is to prepare a draft scope of services for engineering design, then request engineering services contract from Procurement.	**10%**
2	Utility Water and Wastewater Master Plan	UTADMIN	UTMAST	411-8423-533-31-14	Engineering Checklist for Solicitation for Master Planning Services submitted to procurement.	**25%**
2	Lift Station 30 Gravity Rehab	WW COLLECTIONS SYSTEM	LS30GS	411-8536-535-63-28	Requisition Entered 4/14/26. Procurement processing.	**25%**
2	WWTP Bio-Solids Off-Site Disposal	WWTP	OS-DIS	411-8711-535-63-31	Preliminary Design Report in progress, working through regulatory hurdles.	**25%**
1	WWTP Pond Liner Replacement	WWTP	WWPOND	411-8711-535-63-43	Req. 69365 entered 4/7/26 in procurement's queue.	**25%**
1	Joint City / County Water Supply Plan	UTADMIN	JCWSP		First revision of draft scope received from Carollo. Awaiting county's review and approval.	**30%**
2	Solona Water Main Replacement Upgrade	DISTRIBUTION SYSTEM	SOLWMU	411-8423-533-63-21	Next step is to prepare a draft scope of engineering services, and award a PO to prepare design plans for bid.	**45%**
1	AMI Meter System Replacement	UTADMIN	AMIMTR	411-8423-533-31-14	AMI Package bid issued 9/25/26 Bid will close 11/25/26	**45%**
2	WTP Water Use Permit	UTADMIN	RO-WUP	411-8422-533-65-02	Council approved on 10/28/26 PO and NTP issued on 11/6/2026	**50%**
1	WTP Carbon Slurry System Replacement	WTP	CARBON	411-8422-533-63-04	Council approved on 10/14/26 PO and NTP issued on 10/26	**50%**
1	WTP RO Plant & Well Field Expansion	WTP	WTP-ROX	411-8422-533-65-02	Tetra-Tech Selected as Owner's Advisor and will prepare Design Criteria Package.	**50%**
2	Airport Road Water Main Replacement	DISTRIBUTION SYSTEM	BOOST	411-8423-533-63-21	Kick-off meeting held on 10/27/26	**55%**
2	Via Tripoli Water Main Replacement	DISTRIBUTION SYSTEM	BOOST	411-8423-533-63-21	Kick-off meeting held on 10/27/27	**55%**
2	Bal Harbor Water Main Replacement	DISTRIBUTION SYSTEM	BOOST	411-8423-533-63-21	Kick-off meeting held on 10/27/28	**55%**

2	Tropicana Water Main Replacement	DISTRIBUTION SYSTEM	BOOST	411-8423-533-63-21	Kick-off meeting held on 10/27/29	55%
1	Burnt Store Rd Elevated Tank Improvement / Replacement	UTADMIN	BOOST	411-8422-533-65-06	Kick-off meeting held on 10/27/26	55%
1	Henry St. 20" Force Main Replacement Crossing at I-75	WW COLLECTIONS SYSTEM	I75RFM	411-6836-535-63-67	City to request utility easement from property owners.	55%
1	WW Master & Booster Pumping Facility Upgrades	Master & Booster Pumping Facilities	MPFUPG	411-8711-535-63-33	Received the final PDR, negotiating the final design scope.	60%
1	WTP Alum Tank Storage Replacement	WTP	ALMTNK	411-8422-533-65-02	Under construction by Odyssey - Temporary tanks installed and electrical work underway.	80%
1	WTP Ammonia Feed & Storage System Replacement	WTP	WPAMMO	411-8422-533-65-02	Under construction by Odyssey - Waiting for DEP clearance.	80%
1	WWTP (Biosolids) Land Application	WWTP	LANDAP	411-8711-535-63-31	Completed the DEP permit. Permit issued. Working on annual update.	80%
1	WTP RO Acid Feed System Repair / Restoration	WTP	ROACID	411-8422-533-65-02	Under construction by Odyssey - Online and waiting for punch list for completion.	95%
1	WWTP Improvement/Expansion	WWTP	WWPEXP	411-8711-535-63-31	Completing punch list.	95%
2	WWTP Tank Coating	Master & Booster Pumping Facilities	WWP-TC	411-8711-535-63-31	Completed.	100%
2	WTP Hendrickson Dam Inspection and Maintenance	WTP	DAMINS	411-8422-533-63-30	Inspection complee, final report received.	100%
2	Soccoro Water Main Replacement	DISTRIBUTION SYSTEM	SOCCWM	411-8423-533-63-21	Completed by developer.	100%
2	Aqui Esta Water Main Replacement	DISTRIBUTION SYSTEM	ESTAWM	411-8423-533-63-21	Completed by developer.	100%
1	US41 North Bound Utility Relocation	WW COLLECTIONS SYSTEM	US41NB	411-8536-535-63-28	WW collections will need to adjust MH ring at Henry Street as part of US 41 re-paving by FDOT. Project bid date was Sept 18, 2025. Water Dist. will need to adjust water valves.	100%
2	Riverside Drive Force Main Extension	WW COLLECTIONS SYSTEM	RIVFM	411-8536-535-63-67	Project design awarded to McKim and Creed 5-20-25. Very little progress at this time.	100%
3	WWTP Air Condititionng	WWTP	WWBUIL	411-8711-535-62-10		100%
1	WW Booster Pumping Facility Generator Replacement	Master & Booster Pumping Facilities	WWGEN	411-8711-535-63-39	Project was combined with MPF Upgrade.	
3	Septic to Sewer (Area 1)	UTADMIN	S2SA1	411-8536-535-65-03	GWE has been selected to prepare construction plans. The next step is to direct GWE that the project design will be gravity sewer. The next step is for the City to develop a plan for funding the construction project, and perform public information for the property owners. City to purchase land required for lift station facilities.	
2	WTP Steel Building	WTP	WPBUIL	411-8422-533-65-02		
1	Shell Creek WTP Surface Water Plant Rehabilitation	WTP	WTPSWX	411-8422-533-65-02	The next step is to request a design build contract from Procurement to rehabilitate and restore the surface WTP process facilities.	
2	Curred In Place Pipe Lining	WW COLLECTIONS SYSTEM	CIPPLN	411-8536-535-63-56		

CITY COUNCIL
CITY OF PUNTA GORDA
12/ 2/2026

BOARDS / COMMITTEE

Title:	**Announcement of Vacancies:** Building Board (1 consumer advocate alternate)
Funds:	Not applicable.
Recommended Action:	Staff recommends City Council announce the vacancy.
Summary:	City Council has amended the Building Board's bylaws to establish an additional alternate seat for a consumer advocate, thereby creating this vacancy. **Building Board** – Meets monthly on the fourth Tuesday at 9:00 a.m. at Laishley Community Room. Must be resident of Charlotte County. Five-member board comprised of 3 contractor members and 2 consumer advocate members with one alternate member. Three-year terms. Maximum of three terms. Financial disclosure required. Makes recommendations to City Council on the minimum qualifying requirements for obtaining Certificates of Competency in the various construction trades and the fees for same. Periodically reviews and holds public hearings on all building, electrical, plumbing, housing, gas, fire prevention and other related codes. Reviews enforcement of all codes relating to construction standards and acts as condemnation board in matters of violation of minimum standards. Hears alleged complaints against contractors.
Department/Division:	City Clerk

EXHIBITS:

1. Building Board

City of Punta Gorda, FL

Building Board

Board Details

Makes recommendations to City Council on the minimum qualifying requirements for obtaining Certificates of Competency in the various construction trades and the fees for same. Periodically reviews and holds public hearings on all building, electrical, plumbing, housing, gas, fire prevention and other related codes. Reviews enforcement of all codes relating to construction standards and acts as condemnation board in matters of violation of minimum standards. Hears alleged complaints against contractors. Must be Charlotte County resident to apply.

Overview

Size 7 Seats

Term Length 3 Years

Term Limit 3 Terms

Contact

Name Suz Russell

Email srussell@puntagordafl.gov

Phone (941) 575-3324

Additional

Documents for New Appointees

Chapter_7_Building_Regulations.pdf

Meetings

Regular meetings of the Building Board are held at the City Hall Council Chambers, 326 W. Marion Avenue, on the fourth Tuesday of each month at 9:00 a.m., unless otherwise noticed. All meetings shall be open to the public.

Duties

The Building Board shall have the following responsibilities: A. To hear complaints regarding locally licensed or registered contractors alleged to have violated the provisions of Chapter 7 of the City Code. Upon a finding of violation, the Board is granted authority to take any of the following actions against the locally licensed or registered contractor: (1) Order probation. (2) Suspend the guilty party's local license. (3) Revoke the guilty party's local license. (4) Order restitution. (5) Levy a fine up to five thousand dollars ($5,000.00) per offense. (6) Assess reasonable legal and investigation costs incurred by the City of Punta Gorda to prosecute the case against the contractor. (7) Issue a recommended penalty to the State of Florida Construction Industry Licensing Board. Said recommended penalty may include a recommendation for no further action, or a recommendation for suspension, revocation or restriction of the contractor's State registration, or a fine to be levied by the State of Florida Construction Industry Licensing Board, or a combination of such penalties. B. To hear complaints regarding state certified contractors alleged to have violated the provisions of Chapter 7 of the City Code. Upon a finding of violation, the Board is granted authority to take any of the following actions against the state certified contractor: (1) Deny, suspend or revoke the authority of the certified contractor to obtain a building permit or limit such authority to obtaining a permit of permits with specific conditions if the Building Board finds the certified contractor guilty of fraud or a willful building code violation in the City of Punta Gorda. (2) Deny, suspend or revoke the authority of the certified contractor to obtain a building permit or limit such authority to obtaining a permit or permits with specific conditions if the Building Board has proof that such contractor, through the public hearing process, has been found guilty in another county or municipality within the past 12 months of fraud or a willful building code violation and finds, that such fraud or violation would have been fraud or a violation if committed in the City of Punta Gorda. (3) Refuse to issue permits with specific conditions to a contractor who has committed and has been disciplined for multiple violations when the additional provisions of section 489.131(3)(f), Florida Statutes, have been met. C. To recommend to City Council certain amendments to Chapter One of the Florida Building Code as may be allowed by Florida Statutes. D. To act as condemnation Board in matters of violation of minimum standards and making inspections and reports when so requested by the Building Official. In this regard, the Board may secure the services of the Fire Chief, sanitarian, architects, engineers or other professionals as required and, upon making findings of fact, shall render a final decision. E. To hear and act upon Appeals from orders, requirements, decisions or determinations made by the Building Official under the provisions of Chapter 7, Article IV, City of Punta Gorda Code, the "Unsafe Building Abatement Code". F. To make a determination on applications for Certificate of Competency when so requested by the Building Official in cases where the established standards may not have been met, but extenuating circumstances may be evident. G. To hear and act upon any appeal timely filed to contest the validity of any notice of false alarm or fee assessment issued under Chapter 15, Section 15-19, Punta Gorda Code.

CITY COUNCIL
CITY OF PUNTA GORDA
12/ 2/2026

BOARDS / COMMITTEE

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

Funds: Not applicable.

Recommended Action: City Council announce the vacancy.

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

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

Makes recommendations to City Council on effective maintenance of existing canals, waterways and navigable channels within the district, together with the maintenance and reconstruction of seawalls. Holds public hearings and makes final decision on petitions for Canal Construction Special Permits.

Department/Division: City Clerk

EXHIBITS:

1. Burnt Store Isles Canal Advisory Committee

City of Punta Gorda, FL

Burnt Store Isles Canal Advisory Committee

Board Details

Makes recommendations to City Council on effective maintenance of existing canals, waterways and navigable channels within the district, together with the maintenance and reconstruction of seawalls. Holds public hearings and makes final decision on petitions for Canal Construction Special Permits. Must be resident of Burnt Store Isles Canal Maintenance Assessment District to apply.

Overview

Size 6 Seats

Term Length 3 Years

Term Limit 3 Terms

Contact

Name Laurel Adelmund

Email ladelmund@puntagordafl.gov

Phone (941) 575-5002

Additional

Documents for New Appointees

Meetings

Regular meetings of the Burnt Store Isles Canal Advisory Committee are held at the City Hall Council Chambers, 326 W. Marion Avenue, the second Tuesday of each month at 1:30 p.m., unless noticed otherwise. All meetings shall be open to the public.

Duties

A. Make recommendations to the City Council on: 1. The effective maintenance of existing canals, waterways and navigable channels, including the Burnt Store Isles boat lock, within the district together with the maintenance and reconstruction of bulkheads and retaining walls. 2. The adoption of construction standards for seawalls, docks, davits, boat lifts and associated pilings. 3. The proposed fiscal year operational budget, sources of revenue and any other expenditure of funds for the district. 4. Proposed ordinances or resolutions pertaining to district operations. 5. Requests to include lands not currently included within the district. 6. Requests for variances located on land abutting and lying within six feet of the seawall. B. Review and consider comments and concerns from residents related but not limited to enforcement issues such as excessive boat speeds, excessive wake, anchoring in navigable channels, illegal netting, operation of boats without lighting and interference with navigation in order to make recommendations and/or forward to the applicable City enforcement department. C. Decide on petitions for variances to the provisions of Punta Gorda Code Chapter 6, Article 2, Section 2-1.

CITY COUNCIL
CITY OF PUNTA GORDA
12/ 2/2026

BOARDS / COMMITTEE

Title:	**Announcement of Vacancies**: Code Enforcement Board (1 regular)
Funds:	Not applicable.
Recommended Action:	Staff recommends City Council announce the vacancy.
Summary:	Adele Higgins resigned on November 20, 2026, creating a vacancy for a regular seat. **Code Enforcement Board** - Meets monthly on the fourth 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.
Department/Division:	City Clerk

EXHIBITS:

1. Code Enforcement Board

City of Punta Gorda, FL

Code Enforcement Board

Board Details

Hears and decides alleged violations of the City Code of Ordinances. Must be City resident to apply.

Overview

Size 9 Seats

Term Length 3 Years

Term Limit 3 Terms

Contact

Name Morgan Carper

Email mcarper@puntagordafl.gov

Phone (941) 575-3352

Additional

Documents for New Appointees

Chapter_9a_Code_Enforcement.pdf

Meetings

Regular meetings of the Code Enforcement Board are held at the City Hall Council Chambers, 326 W. Marion Avenue, the third Thursday of each month at 9:00 a.m., unless otherwise noticed. All meetings shall be open to the public. Due to the quasi-judicial nature of the Code Enforcement Board, public comment is not permitted unless requested as sworn witness testimony by the respondent or City staff.

Duties

The Code Enforcement Board shall have the power to: (a) Adopt rules for the conduct of its hearings. (b) Subpoena alleged violators and witnesses to hearings. Subpoenas may be served by sheriff's service or by the police department of the City or some other law enforcement officer or other person designated by City Council. (c) Subpoena records, surveys, plats and other evidentiary material. (d) Take testimony under oath. (e) Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance. (f) Issue fines pursuant to Section 9A-8 of this Chapter and include therein all costs incurred in prosecuting the case before the Code Enforcement Board. Such costs shall be included in the lien authorized by this Chapter. (g) Reduce or compromise fines upon such terms and conditions as the Code Enforcement Board deems reasonable and just. (h) The Code Enforcement Board shall serve as an equalizing board to hear and consider any and all complaints concerning the amount of any special assessment established pursuant to the procedures set forth in Chapter 9, Article I, Section 9-5, Punta Gorda Code, and shall adjust and equalize the special assessments, when it deems such action is necessary. The Code Enforcement Board may only adjust or equalize the established special assessment upon a showing by an interested party that the amount of the established special assessment is unreasonable or that the property will not derive any special benefit from the improvements made by the City. The Code Enforcement Board shall follow the procedures set forth in Chapter 9, Article I, Section 9-5, Punta Gorda Code. (i) Pursuant to Chapter 9, Article II, Section 9-7, Punta Gorda Code, the Code Enforcement Board shall hold a hearing to consider objections by property owners to the City’s intent to revoke an exemption under the City’s Mandatory Lot Mowing Program. At such hearings, it should be the property owner’s burden to demonstrate good cause why the exemption should not be revoked. The Code Enforcement Board shall issue a written order either granting or denying a property owner’s request that their exemption should not be revoked. (j) Pursuant to Chapter 9, Article II, Section 9-7, Punta Gorda Code, the Code Enforcement Board shall have the duty and responsibility to hold hearings to consider any objections or defenses to the levy of a lien against the delinquent properties under the City’s Mandatory Lot Mowing Program. The owner of record of any property proposed to be liened for delinquent lot mowing fees, or any person having an interest therein, may appear at the hearings and voice any objections to the proposed lien or the amount thereof. Objections may also be submitted in writing either prior to or at the time of the hearing. At the hearing, the Code Enforcement Board may recommend to City Council a modification or correction of any proposed lien amount, provided that no lien amount may be increased over the amount in the proposed roll. After the hearing, the Code Enforcement Board shall certify the delinquent user fee roll to the City Council. (k) Pursuant to Chapter 9, Article II, Section 9-8, Punta Gorda Code, the Code Enforcement Board shall hear all appeals by any person aggrieved by any order or notice issued by the City pursuant to the City’s Mandatory Lot Mowing Program. It shall be the burden of any aggrieved person to demonstrate that the contested order or notice was unreasonable. (l) The Code Enforcement Board shall have such other duties and powers as assigned to it by the City Council pursuant to duly adopted ordinances of the City.

CITY COUNCIL
CITY OF PUNTA GORDA
12/ 2/2026

BOARDS / COMMITTEE

Title:	**Announcement of Vacancies:** Punta Gorda Isles Canal Advisory Committee (1 regular)
Funds:	Not applicable.
Recommended Action:	Staff recommends City Council announce the vacancy.
Summary:	There is a vacancy for a regular seat with a term set to expire in January 2027. The current member is not eligible for reappointment as they have completed the maximum number of terms. **Punta Gorda Isles Canal Advisory Committee (PGI CAC)** – Meets monthly on the third Monday at 1:30 p.m. in City Council Chambers. Must be resident of Punta Gorda Isles Canal Maintenance Assessment District. Five members with 1 alternate member. Three-year terms. Maximum of three terms. Financial disclosure required. Makes recommendations to City Council on effective maintenance of existing canals, waterways and navigable channels within the district, together with the maintenance and reconstruction of seawalls. Holds public hearings and makes final decision on petitions for Canal Construction Special Permits.
Department/Division:	City Clerk

EXHIBITS:

1. Punta Gorda Isles Canal Advisory Committee

City of Punta Gorda, FL

Punta Gorda Isles Canal Advisory Committee

Board Details

Makes recommendations to City Council on effective maintenance of existing canals, waterways and navigable channels within the district, together with the maintenance and reconstruction of seawalls. Holds public hearings and makes final decision on petitions for Canal Construction Special Permit. Must be resident of Punta Gorda Isles Canal Maintenance Assessment District to apply.

Overview

Size 6 Seats

Term Length 3 Years

Term Limit 3 Terms

Contact

Name Laurel Adelmund

Email LAdelmund@puntagordafl.gov

Phone (941) 575-5002

Additional

Documents for New Appointees

Meetings

Regular meetings of the Punta Gorda Isles Canal Advisory Committee are held at the City Hall Council Chambers, 326 W. Marion Avenue, the third Monday of each month at 1:30 p.m., unless noticed otherwise. Meeting dates may be changed or cancelled by staff or by consensus of the Committee during a public meeting. All meetings shall be open to the public.

Duties

The Punta Gorda Isles Canal Advisory Committee shall have no authority other than as stipulated by the Bylaws and approved by the City Council. The Committee may: A. Make recommendations to the City Council on: 1. The effective maintenance of existing canals, waterways and navigable channels within the district together with the maintenance and reconstruction of bulkheads and retaining walls. 2. The adoption of construction standards for seawalls, docks, davits, boat lifts and associated pilings. 3. The proposed fiscal year operational budget, sources of revenue and any other expenditure of funds for the district. 4. Proposed ordinances or resolutions pertaining to district operations. 5. Requests to include lands not currently included within the district. 6. Requests for variances located on land abutting and lying within six feet of the seawall. B. Review and consider comments and concerns from residents related but not limited to enforcement issues such as excessive boat speeds, excessive wake, anchoring in navigable channels, illegal netting, operation of boats without lighting and interference with navigation in order to make recommendations and/or forward to the applicable City enforcement department. C. Decide on petitions for variances to the provisions of Punta Gorda Code Chapter 6, Article 2, Section 2-1.

CITY COUNCIL
CITY OF PUNTA GORDA
12/ 2/2026

BOARDS / COMMITTEE

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

Funds: Not applicable.

Recommended Action: City Council announce the vacancy.

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

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

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

Department/Division: City Clerk

EXHIBITS:

1. Historic Preservation Advisory Board

City of Punta Gorda, FL

Historic Preservation Advisory Board

Board Details

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

Overview

Size 6 Seats

Term Length 3 Years

Term Limit 3 Terms

Contact

Name Madison Henderson

Email mhenderson@puntagordafl.gov

Phone (941) 575-3372

Additional

Documents for New Appointees

Meetings

Regular meetings of the Historic Preservation Advisory Board are held at the City Hall Council Chambers, 326 W. Marion Avenue, the fourth Thursday of each month at 9:00 a.m., unless noticed otherwise. All meetings shall be open to the public.

Duties

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

CITY COUNCIL
CITY OF PUNTA GORDA
12/ 2/2026

BOARDS / COMMITTEE

Title: **Nominations:** Historic Preservation Advisory Board (1 regular)

Funds: Not applicable.

Recommended Action: City Council nominate and appoint Michael Haymans.

Summary: Terry Zeigler recently resigned from the Historic Preservation Advisory Board, thereby creating a vacancy for 1 regular seat for a 3-year term. Michael Haymans has expressed interest in and is eligible to serve on the Board.

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

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

Department/Division: City Clerk

EXHIBITS:

1. Historic Preservation Advisory Board

City of Punta Gorda, FL

Historic Preservation Advisory Board

Board Details

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

Overview

Size 6 Seats

Term Length 3 Years

Term Limit 3 Terms

Contact

Name Madison Henderson

Email mhenderson@cityofpuntagordafl.com

Phone (941) 575-3372

Additional

Documents for New Appointees

Meetings

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

Duties

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

CITY COUNCIL
CITY OF PUNTA GORDA
12/ 2/2026

REPORTS FROM CITY OFFICERS

Title: City Clerk

Funds:

Recommended Action:

Summary:

Department/Division: City Manager

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
12/ 2/2026

REPORTS FROM CITY OFFICERS

Title: City Manager

Funds:

Recommended Action:

Summary:

Department/Division: City Manager

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
12/ 2/2026

REPORTS FROM CITY OFFICERS

Title: City Attorney

Funds:

Recommended Action:

Summary:

Department/Division: City Manager

EXHIBITS:

CITY COUNCIL
CITY OF PUNTA GORDA
12/ 2/2026

PUBLIC INPUT

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

Funds: Not applicable.

Recommended Action:

Summary:

Department/Division: City Manager

EXHIBITS: