City of Bowling Green

Minutes of Regular Meeting

June 14, 2022

Present: Mayor Gardner, Vice-Mayor Fite, Commissioner Durastanti, Commissioner Lunn, Commissioner Jones, City Manager Thompson, Chief Scheel, Deputy Clerk Gordillo, Attorney Buhr, and members of the audience.

Absent: City Clerk Silva

- 1. Call to order The meeting was called to order by Mayor Gardner
- Prayer Commissioner Durastanti Flag Salute

3. Old Business

A. Approval of Minutes

1) Regular Meeting 05/10/2022

Commissioner Durastanti made the motion to approve. Motion was seconded by Commissioner Lunn. Roll call vote, all in favor, motion carried.

B. Ordinance NO. 2022-02 2nd Reading

AN ORDINANCE OF THE CITY OF BOWLING GREEN, FLORIDA AMENDING CITY CODE ARTICLE PROVIDING FOR USE OF CITY-ISSUED WASTE COLLECTION CARTS; PROVIDING FOR REQUIRING THIRD-PARTY CONTRACTOR COLLECTION OF CERTAIN TYPES OF WASTE RATHER THAN CITY COLLECTION; PROVIDING FOR REDUCTION OF COLLECTIONS DAYS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR LIBERAL CONSTRUCTION; PROVIDING FOR SCRIVERNOR'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE. Vice Mayor Fite made the motion to approve. Motion was seconded by Commissioner Jones. Roll call vote, all in favor, motion carried.

C. Community Center - Fees/Rental Application/ETC

City Manager Thompson stated that per the conversation in last month's meeting, we are still looking to set a price to rent the Community Center. He was looking at placing the price anywhere from \$150.00 to \$175.00 depending on if the commission wants to allow alcohol. He stated that he wants to keep the price low enough because of the extra fee for allowing alcohol on the premises. The other issue is coming up with an idea on how we can open and lock the doors. The number lock system doesn't allow for enough numbers to be created. Commissioner Jones recommended that along with the insurance, the renter should pay for extra security if they are having an event that will have alcohol. City Manager Thompson clarified that right now we want to make sure the application is suitable and doesn't need any more changes. There is a part in the application where the customer needs to show proof of insurance and a place to mark if alcohol will be provided or not. City Manager Thompson stated that there will be "Maximum Capacity" sign posted

on the door so that the event doesn't get out of hand. Mayor Gardner asked Chief Scheel regarding the cost of having security at these events. Chief Scheel said that it would be \$50.00 an hour. City Attorney Buhr stated that insurance is helpful but unless we have an indemnification in the application process, the city could still be sued. City Manager Thompson stated that he will have the application modified to state the indemnification of coverage in the agreement. Emergency numbers will be included in the contract along with, ANY SALE OF ALCOHOL IS A VIOLATION OF LAW. Commissioner Durastanti made the motion to approve the rental fee at \$150.00 for 4 hours including set up and clean up with a \$100.00 deposit. Motion was seconded by Vice Mayor Fite. Roll call vote, all in favor, motion carried.

D. W. Main Street Property Purchase Proposal

Jim Meyer came before the board to make an offer on the 12 ½ acres of land west of Main Street. He stated that he would like to put a few homes on the land. He is aware that 6 acres of that is acreage that cannot be used but is willing to purchase it either way. City Attorney Buhr stated that any land that is to be sold by the city needs to go through the bidding process. City Manager Thompson stated that this is a continuance of last month's meeting and Mr. Meyer was hoping that the commission would change their mind. City Manager Thompson will provide the commissioners with the appraisal of the land. Vice Mayor Fite stated that once they see the appraisal and they decide to sell it, they will set the price according to the appraisal price. Until then, there is nothing they can do. Mayor Gardner stated that the commission really needs to think about doing something with the land rather than have it sit there. City Manager Thompson stated that the cost to clean out the junk pile is getting higher each year.

E. Habitat for Humanity – Chester Ave Property – Leslie Long

Leslie Long, Habitat for Humanity representative gave a refresher of last month's meeting to the public audience. Ms. Long emphasized on the fact that she feels Habitat for Humanity is still the best affordable housing option in Bowling Green. Even though they build slow, it is 25 to 30% less than purchasing a home through a developer. She stated that the 2020 census statistics showed that the average income is \$40,165.00 per family. The rent has sky-rocketed in the past few years and a 3-bedroom 2 bath apartment in Bowling Green is costing residents \$1850.00 a month. She stated that through Habitat for Humanity, people can apply for assistance, with a low-down payment and little to no interest on payments. Habitat for Humanity does not make any profit on these homes, and it is strictly to help those low-income families afford a safe home. Habitat for Humanity takes every cent they get form a home and puts it towards the next project. Ms. Long states that she has nothing against a developer but would like the commission to compare what's best for the citizens of Bowling Green when it comes to affordable housing. Commissioner Jones stated that his concern is that they can't identify who went before the Housing Authority representing the city and accepting to work jointly with Habitat for Humanity. He stated that it looks like it's still in the air and nothing was done, nor a motion was made in order to move forward with the project. Ms. Long stated that Jerry Conerly spoke with Cliff which is the attorney for the Housing Authority. City Attorney Buhr stated that there was a draft agreement drawn up, but nothing was ever clarified nor finalized. City Manager Thompson stated that this has been going on since he got here and that it would be best to revisit this with the Housing Authority like if we were starting from scratch. There is only one year left before this expires and in order for this to go forward, he would need all the information starting from the beginning. City Manager Thompson stated that it's hard to go forward with an agreement when you don't have all the information from the Housing Authority, or there is only bits and pieces of information. He asks that they revisit this project and have a special meeting with the Housing Authority before moving forward. City Attorney Buhr stated that a workshop is the best way to clarify this situation because it's too long to decide at a regular meeting. Mayor Gardner decided that that's the route the commission will take and decided on a date and time once the Housing Authority has been notified. This will be tabled until a workshop is complete.

4. New Business

A. Resolution NO. 2022-02

A RESOLUTION OF THE CITY COMMISSION OF BOWLING GREEN, FLORIDA APPROVING REQUEST FOR ADDITIONAL FUNDING FOR FDOT SMALL COUNTY OUTREACH PROGRAM (SCOP) FOR THE RESURFACING OF PORTIONS OF PINEAPPLE STREET, JONES STREET, AND AVON STREET; PROVIDING AN EFFECTIVE DATE. Mayor Fite made the motion to approve. Motion was seconded by Commissioner Lunn. Roll call vote, all in favor, motion carried.

Grant Cycle – EDA extension.

City Manager Thompson stated that the grant cycle for the EDA is up, all applications need to be turned in by the end of the month. He stated that we were asking for the rest of the funds for the Hwy 17 extension for the water and wastewater, and Mr. Solin would like the city's help by applying for EDA funds for the water and wastewater for the campground project. John Solin with Peace River Ranch came before the board and stated that they have all the engineering plans, they have surveys complete and have 3 estimates on the cost to install 6" water lines. He stated that it will cost approximately \$650,000.00 to run 2-6" lines from Poplar down to their property which also includes a large lift station. City Manager Thompson stated that this is a good opportunity for Polk County residents to annex into the city in the future. Mr. Solin stated that they are shovel ready, they are waiting for the permit from Southwest Florida Water Management, but he was brought aware that by applying for EDA funds, perhaps the project can get started quicker. City Manager Thompson stated that this is one of the projects that was on his desk when he came on board with the city. He was under the impression the commission was all aboard with this project and he needs a motion from the commission to add this project to the EDA cycle along with the Hwy 17 extension. Vice Mayor Fite made the motion to send the application for the Hwy 17 extension. Motion was seconded by Commissioner Jones. Roll call vote, all in favor, motion carried. Vice Mayor Fite made the motion to add the Peace River Ranch Campground project to the EDA cycle. Motion was seconded by Mayor Gardner. Roll call vote, all in favor, motion carried.

B. First Responder Proclamation

City Manager Thompson stated that Mosaic's Safety Program is holding a First Responder event on August 5, 2022, by Ace Hardware in Wauchula and will be open to the public. City Attorney Buhr read the proclamation which asks for all residents of Hardee County, reserve August 5, 2022, as First Responders Day. Vice Mayor Fite made the motion to approve. Motion was seconded by Commissioner Jones. Roll call vote, all in favor, motion carried.

City Manager Thompson stated that we received a letter from the Iraq and Afghanistan Memorial Foundation would like to place a monument on city property, honoring Floridians who served and died in our nation's wars in Iraq and Afghanistan. The Foundation will be doing the installation, all they ask is for permission to do so on our property. Vice Mayor Fite made the motion to approve. Motion was seconded by Commissioner Lunn. Roll call vote, all in favor, motion carried.

C. Florida League of Cities Annual Conference

City Manager Thompson stated that he was granted a scholarship to attend the conference, which will be in Hollywood, Florida this year.

D. Chunk your Junk

City Manager Thompson asked the commission if they are wanting to do the Chunk your Junk Day this year. He stated that he costs the city roughly \$2,000 - \$3,000 each year. Vice Mayor Fite stated that we can start cutting that cost by changing the 6 yard pick up to 3 yards and for it to state that they may throw out their old garbage cans. City Attorney Buhr stated that we can also add "Only city resident generated garbage" and no contractor garbage. The commission agreed on the 2nd Wednesday of July which will be July 13, 2022, as the flyer stated.

E. Budget Workshop

City Manager Thompson stated that its time to plan a budget workshop. Commission decided on July 19, 2022, at 6P.M.

F. Bids for Screw press

City Manager Thompson stated that we had 3 bids for the screw press. Huber estimated at \$424,000 just for the machine, PWT came in at \$459,886 and one from Tripiny Shaw for \$325,743.06. He stated that he sent all bids to Kimley Horn for them to review and rank them. Kimley Horn ranked Tripiny Shaw #1. Tripiny Shaw is willing to sell us a unit that was used as display that they have. With installation of the screw press, Tripiny Shaw's cost will still be less than the other bids. Mr. Shaw stated the machine is brand new and still comes with the warranty, it was just used as a display, and it was never used. Commissioner Durastanti made the motion to approve the purchase from Tripiny Shaw. Motion was seconded by Vice Mayor Fite. Roll call vote, all in favor, motion carried.

G. Bids for Basketball Court

City Manager Thompson stated that we only received one bid for the basketball court. L Cobb Construction sent a \$395,000.00 estimate to build a new basketball court. We have about a year to spend the money for the basketball court and a few other things that need to be completed. City Manager Thompson stated that he would prefer to use the money to resurface the tennis court and make it a multi-functional court. It is a full-size court where we can add basketball hoops to either side. People will still be able to play tennis or pickle ball if the court gets re-striped. Vice Mayor Fite made the motion to deny L Cobb's bid. Motion was seconded by Commissioner Durastanti. Roll call vote, all in favor, motion carried.

Vice Mayor Fite made a motion to resurface/ restriping of the tennis court. Motion was seconded by Commissioner Lunn. Roll call vote, all in favor, motion carried.

5. Mayor Gardner

Mayor Gardner stated that the city manager has done a great job with the community center. If anyone hasn't seen it yet, it is coming along real nice. He is happy about the new garbage truck. Things are moving ahead, and he is happy that everyone is working hard to get things done.

6. Recreation Committee

Michele Jones, Vice Chairperson, announced the upcoming summer youth event that will be held July 30th from 11-2 at the Pyatt Park. Mayor Gardner and former Liaison for the Recreation Committee asked who the present appointed Liaison was. There needs to be a motion for the change of hands. Mayor Gardner made a motion to appoint Commissioner Jones as the Liaison for the Recreation Committee. Motion was seconded by Commissioner Lunn. Roll call vote, all in favor, motion carried.

Chairperson, Chiquita Robinson, read a thank you card to the commission and city members for all the help and support during the time of her sons passing. Vice Chairperson Jones stated that the inventory list is complete and turned into the administrative office.

7. Commissioners

Commissioner Jones thanks the City Manager, Chief Scheel, Admin and the city workers. The progress isn't going unnoticed. He also stated that Shirley Tucker's family would like for the memorial plaque be placed at the Harrington-Linston Park. City Manager Thompson stated that the park isn't city owned property and that the name would have to be removed if they went a different route regarding the lease of that property with the church. Commissioner Jones stated that he will take that information back to the family and see what they decide to do. Commissioner Durastanti said that he got to see the garbage truck in action, and it seems like a smooth operation. Vice Mayor Fite said that he will echo Commissioner Durastanti's words and that Hunter is doing a great job. He also asked City Manager when the closing of the property across the street will take place. City Manager Thompson stated that he spoke to their attorney, and they don't have a for sure date yet. Commissioner Lunn stated that he really likes the new truck.

8. City Attorney

City Attorney Buhr apologized for not being available for several meetings that we tried to set with him, but he had sent an email to the city manager regarding his vacation dates.

9. City Manager

City Manager Thompson asks the commission if they are willing to start paying him for his retirement. He would like to know if the city will match him at 5% and deposit that into a retirement account. Mayor Gardner made a motion to approve the 5% city IRA contribution. Motion was seconded by Commissioner Jones. Roll call vote, all in favor, motion carried.

10. Police Chief

Nothing new to discuss

11. City Clerk

Deputy Clerk Gordillo reminds the public and the elected officials, that the qualifying period for seats 1,2 and 3 will be from July 1st to July 15th at 5P.M.

12. Public

Michelle Jones from 4829 Sally Blvd was concerned about how her garbage can bends when the truck picks it up. She wanted to know, if the can breaks will she get a replacement. City Manager

Thompson reassured her that those cans aren't meant to bend a little until the driver gets the hang of grabbing the cans, but they have warranty on them so that we can get replacement cans if needed. Mrs. Jones also stated that she sees the city manager drive around all the time and it is such a refreshing site to see that he isn't stuck in the office all day. She also thanks the administrative office and the Chief for all the hard work.

Mayor Gardner adjourned the meeting.	
Duane Gardner, Mayor	Maria Carmen Silva, City Clerk

City of Bowling Green

Budget Workshop Minutes

June 28, 2022

Present: City Manager Thompson, City Clerk Silva, Police Chief Scheel, Vice-Mayor Fite, Commissioner Durastanti, Commissioner Jones and members of the audience.

Absent: Mayor Gardner and Commissioner Lunn

Call to order – The workshop was called to order by Vice-Mayor Fite.

Prayer – Commissioner Durastanti

Flag Salute

City Manager Thompson stated that this workshop was to get the Commissioners' feedback on what they want included in the upcoming budget and to discuss millage rates. He mentioned the cost of living going up. He gave a PowerPoint presentation. He discussed typical salaries for the surrounding areas. He mentioned that the City cannot attract anyone because of the pay. He stated that there are two positions which have not been filled which will not be filled. He stated that the biggest expense in the General Fund is the Police Department. Chief Scheel mentioned that the Hardee County Sheriff's Office is starting deputies at \$45,000 and the City of Wauchula is at about \$47,000 with overtime and holiday pay included. The City of Bowling Green starting pay for an officer is currently at \$36,000. Vice-Mayor Fite commented that Wauchula's base pay is \$41,000. City Manager Thompson wants to boost the PD pay by \$2 to bring them to \$19/hr. which is still under what everyone else is paying. He stated that Chief Scheel proposed running the police department with 6 people and use the 7th person's pay to give everyone a \$3.46 raise effective immediately. He mentioned that adding the \$2 on top of that would bring the starting pay up to \$22/hr. bringing the starting pay to \$46,000. Vice-Mayor Fite stated that as long as they can keep the police department, the City should keep the police department. City Manager Thompson commented that the police department is the costliest department the City has and it brings it roughly no revenue. He stated that this year that department will be close to costing the City \$750,000 - \$800,000. He said that next year it will be over the \$800,000 mark with the cost of repairs and fuel and that in a couple of years the City will be over \$1 million in costs for that department, and this is for 7 people. He stated that taxes have been pretty much stagnant for the past couple of years except for last year when they increased the millage rate. City Manager Thompson clarified that this is all General Fund revenue taxes. Commissioner Jones mentioned that not everyone is paying their taxes in the City as they are supposed to. He mentioned liens, fines, etc. City Manager Thompson mentioned that money was put aside this year for liens and that they are trying the process since it's fairly new. Chief Scheel stated that the problem is that the City has people wearing many hats. Commissioner Jones mentioned paying people to keep them. City Manager Thompson commented that Inframark took one of the City's employees and started her out at the \$17 mark and she is now around \$20/hr. They paid for her school and they are going to hire her as an operator. He mentioned that they will then be looking for an operator. He anticipates losing an employee to Inframark because of the pay. Commissioner Jones stated that they should have been getting paid the pay, schooling in the first place to keep them inhouse. Vice-Mayor Fite commented that the people in the field need help and the

police department needs help. Commissioner Jones responded that they know that the police department needs help but that over the lifespan of this City, the Commissioners can't just keep looking at one department. He stated that several places need it. City Manager Thompson stated that he cannot look at one department in the City and say that one is more important than the other. He stated that the police department gets treated the same as every other department. He showed the vehicles driven by public works. He mentioned that the water and sewer department bring in over \$1 million a year and they drive around in vehicles older than 2009 with over 100,000 miles on them. He stated that it is costing the City more just to keep them on the road, mentioning that they had to replace two water pumps and 4 of the vehicles have no air conditioning. He stated that the City should have invested in smaller trucks. He went over health insurance costs, worker's compensation, and liability insurance. He stated that the City's lowest cost is the retirement. He mentioned that the City spends more on worker's compensation insurance than investing in the employee's retirement. He stated that the police department needs some computer upgrades and suggested they get a computerized system for the evidence. Public works needs a new backhoe and administration needs a new billing system and mentioned the cost of taking payments. He stated that the system the City is currently using is antiquated and will only use one vendor for credit card payments. Vice-Mayor Fite mentioned going to electronic billing and doing away with bill cards. Commissioner Jones mentioned that not everyone has e-mail. City Manager Thompson mentioned using a system that would allow them to opt in to e-mail. He stated that a new phone system was implemented this month instead of sending out door hangers. He stated that this saves the City \$3,000 - \$4,000 a year. Commissioner Jones mentioned that the PD computers can be purchased through the government website. He mentioned the security in the front office including replacing the door. He suggested going with playground equipment padding instead of wood chips. He stated that public works needs a new trailer and gator. He stated that the City has 3 high pressure pumps and a CDBG grant will replace two of them. He said one went out and it cost the City \$14,000. He said that the problem is that the electronics that run this pump are so outdated that they can not find parts for it. He mentioned redoing the floor to the old garbage truck. Commissioner Jones commented on the fact that the City spent so much money on something used from another City and it didn't get much use from it. City Manager Thompson mentioned purchasing extended warranty on all equipment. He mentioned getting some staff CDL licensed. He stated that all the generators need to be replaced and they can be replaced with a match grant from Emergency Management. He mentioned the RAZ (Return Activated Sludge) line causing a flooding issue because it is running the wrong way. He stated it would cost around \$10,000 to get it fixed. He mentioned the price of everything going up. He mentioned focusing on getting employees to the pay they should be. Vice-Mayor Fite asked for the last 3 years of pay by employee to compare. City Manager Thompson stated that he didn't understand. Commissioner Jones asked what this had to do with moving forward and coming in to compliance with DOL anyways. He stated that what the employee made in the past was irrelevant. Vice-Mayor Fite stated that it wasn't. Commissioner Jones reiterated that it was. He told Vice-Mayor Fite that if he got a raise at his job that it has nothing to do with what he used to make and that it has to do with the employee's performance. Vice-Mayor Fite then stated he only wanted the current pay for each employee. He stated that some people needed more pay than others. Commissioner Jones commented that if you increase rates and the same amount of work is being done then people in the community are going to be upset. He stated that the City needs to have more people to get more done. Vice-Mayor Fite then commented that many of the homes in the City do not pay hardly any taxes because of their value. Commissioner Jones responded that many of the people occupying the homes do not own the home, they rent it. City Manager Thompson commented that if he is going to raise pay then he would have to be fair

across the board. Vice-Mayor Fite said no and that he could raise the pay proportionally. City Manager Thompson stated that it wouldn't be fair. Vice-Mayor Fite stated that he needs to see what the pay is because some people may need a 3% raise, some may need a 6% raise, and some might not get a raise every year. Commissioner Jones commented that it was fine for him to see the pay but that the Commission needs to be sure to be in compliance with DOL. City Manager Thompson mentioned the fact that people can get paid more at McDonalds than starting out here. Vice-Mayor Fite commented that although they are having to hire people at a higher wage, that his wage isn't going up period. Commissioner Jones stated that this has nothing to do with him, that the City needs to be taken care of and Vice-Mayor Fite needs to remove himself from the equation and think about the City. He stated that the City has to move forward. City Clerk Silva commented that there has always been an issue with Vice-Mayor Fite and administrative staff. She stated that he always mentions the police department and public works but that he doesn't understand the amount of work that the office staff do too. Vice-Mayor Fite responded that he knows what other municipalities pay for the like kind positions based on population. Commissioner Jones stated that Vice-Mayor Fite is coming from a personal perspective rather than business. He stated that this is business. Vice-Mayor Fite stated that he wanted to see what the City has been doing. Commissioner Jones responded that nothing had been done and it's time for it to get done. Commissioner Jones stated that there is so much money going to places where it shouldn't be going versus within making the City self-sufficient. Vice-Mayor Fite mentioned Inframark. Vice-Mayor Fite stated that you can't just write a blank check. Commissioner Jones responded that nobody was trying to write a blank check. Vice-Mayor Fite then stated that he was concerned with Chief Scheel giving up one position for his people. Commissioner Jones responded that Chief Scheel has other issues he prioritizes other than what Vice-Mayor Fite has mentioned. He mentioned the high-risk retirement for police officers. He mentioned how the City has been sending money to Wauchula for other projects when the money should be staying within the City. He stated that the City's Parks & Recreation and other things need attention. He stated that it was just a pattern and it was time for the foolishness to stop. Vice-Mayor Fite asked when they would see an increase with the new garbage truck. City Manager Thompson replied that he has already seen an increase. Administrative Assistant Torres commented that the City has sold almost \$1,000 in extra garbage cans a month. City Manager Thompson stated that this does not include everyone yet. He stated that they finish the routes sooner and in a couple of months the City could possibly go to two days for pick-up, which was the goal. Commissioner Jones stated that they cannot increase rates on the garbage. Vice-Mayor Fite stated that they could probably hold garbage rates the same for a few years because the City is recouping costs. City Manager Thompson stated that the City sells about 3-4 cans a week. He stated that the residents understand. City Manager Thompson stated that holding the rates for years will cause the City to make an \$8 jump instead of \$1 jump every year. There was discussion about the effects of not raising rates every year and the impact it has in the long run on residents. City Manager Thompson mentioned fuel costs going up and how the police department went over their \$18,000 fuel budget already. He stated that he likes the police department and he thinks it is a good thing but they have to understand that although they are here and they are important, that the City has people here that bring in \$1 million a year driving around in beat up and used vehicles that aren't safe. He stated that he wants to treat everyone the same and not just give Chief Scheel everything he wants. He stated that realistically the City has to charge a bit more every year. Vice-Mayor Fite commented that they may not need every vehicle they have on the fleet, that they don't need a parade of vehicles to go change out a water meter. City Manager Thompson stated that he is going to work on the employees' pay and stay within the budget. He told the Commission to trust him, that he is going to make it as fair as possible. Commissioner Jones commented that the police department is to keep our community safe, but everyone else is to keep our City running. He stated that there should not be a single question about Mr. Thompson's knowledge and understanding of a budget when he comes from overseeing a \$328 million budget. He stated that he should be entrusted to do his job until he shows otherwise. He stated that the Commission is not here to control. City Manager Thompson stated that the retirement doesn't need to change this year but it is something to look at. He asked what they wanted to do moving forward in next year's budget and what they wanted to do as far as millage rates. He also mentioned a street sweeper but it would cost \$35,000 to have the hydraulics moved over. Vice-Mayor Fite recommended he talk to Wauchula's City Manager Atchley about the contractor they use since it was cheaper for them to use them than to replace and repair the equipment. Commissioner Jones mentioned a pothole on Jones Street turning on to Doyle Parker Avenue. There was discussion on the cost of health insurance. Vice-Mayor Fite stated their insurance went down because they changed plans. Commissioner Jones asked about the high-risk plan for the police department's retirement. City Manager Thompson mentioned possibly 9%. Chief Scheel commented that this was just making the current plan better and that this wasn't necessarily a high-risk plan. He stated that he didn't want the FRS (Florida Retirement System) because they can just get up and go. He stated that he wanted the City's own high-risk plan. City Manager Thompson stated that 10 years was way too long for anyone to be vested and that a step plan would be much better. City Manager Thompson stated that the City currently pays out roughly around \$1.1 million in salaries. He stated that if he gave everyone in the City a \$2 raise, excluding Chief Scheel and himself, it would put them at around \$1.274 million which is roughly a \$180,000 increase. He stated that this would put everybody out in the field at \$15 or close to it and boost everyone else. He stated that this would be a good year to do it since property taxes should be going up because of property value. He stated that the numbers mentioned include health insurance, FICA, retirement, etc. Commissioner Jones commented that he likes the idea of the padding for the playground equipment. City Manager Thompson mentioned trying to buy the Harrington-Liston Park property instead of leasing it. He stated that the owner was talking about getting it appraised and getting fair market value for it. Vice-Mayor Fite mentioned the properties on Grape Street that just sold and he could see what fair market value is around that area. Commissioner Jones stated that what they sold for and what the raw land for building was sold for was 10 times more. He stated they were sold for \$22,000 but the houses were sold for \$200,000. City Manager Thompson asked about the millage rate and what they wanted to do. Vice-Mayor Fite stated that with the increase in real estate values the City should stay with the same millage rate and it would give the City a little more income. Commissioner Durastanti agreed. Commissioner Jones stated that contrary to some people's beliefs, every home in the City is being occupied. Commissioner Durastanti commented that there is a shortage of housing. Commissioner Jones stated that every home built in Bowling Green has been bought and all have been sold for around \$200,000. City Manager Thompson mentioned a few around town which sold over the \$200,000 mark. Administrative Assistant Torres commented that most of the new homes were sold before they were even finished building the home. Commissioner Durastanti stated that City Manager Thompson did a good job in covering everything very well. Vice-Mayor Fite stated that the Capital Improvements are long overdue. City Manager Thompson stated that the water meters have been delayed. Commissioner Jones mentioned the water lines and how everything needs to go together. Commissioner Durastanti mentioned that there is such a need for housing that the Habitat project would be a blessing for this town. City Manager Thompson commented that housing would be a blessing but that the homes they are trying to build are not suitable for families. Vice-Mayor Fite stated that it is just a few of the houses that would be built for widows or veterans. Commissioner Jones asked how many veterans were in Bowling Green that would even want a house. Vice-Mayor Fite stated that there are several. Commissioner Jones

responded that they are probably already living in a house. City Manager Thompson stated that if the City talks to Mr. Ables, that it just doesn't make sense to him and he thinks they can come together and start all over. He stated that about 100 people have asked him for that piece of land and it is very valuable. He mentioned the fact that Habitat would not be finished with it until 5-6 years from now and the City needs houses built there now. He stated that it needs to be talked out. He stated that a decision was made 7-8 years ago and it needs to be revisited. He went over a couple of possibilities. He mentioned giving the land to someone that he is not going to get any taxes from and that is only going to build 3 houses a year. He stated that it needs to be looked in to. He stated that the City needs to do things smartly and it has to make sense for Bowling Green. He said you currently can't make sense of anything that has to do with this project. He doesn't want the housing to target specific people, he wants it to be for anyone who is looking to move to Bowling Green. Commissioner Jones then commented that according to the Fair Housing Act it has to be available to everybody, not just for specific people. City Manager Thompson agreed and said that if he is going to spend tax payer money, it has to make sense to the taxpayers. He said things have to be done the right way. Commissioner Durastanti agreed. He asked when the next budget meeting would be. City Manager Thompson replied that it would be on July 19th. City Clerk Silva asked Vice-Mayor Fite if he still wanted the list of employees. Vice-Mayor Fite responded yes. City Clerk Silva stated that she wanted to clarify to Vice-Mayor Fite that when he goes to compare, that he compares the different job titles as well because one person here might do the job of 3 different positions in another town. She asked him to compare apples to apples. Commissioner Jones then commented that Vice-Mayor Fite could not get it right because everyone here is doing 2-3 people's jobs, that a few people do several people's job.

orkshop Adjourned.	
Duane Gardner, Mayor	Maria Carmen Silva, City Clerk



CITY OF BOWLING GREEN

RENTAL AGREEMENT - COMMUNITY CENTER

City Hall Phone (863)375-2255 On-Call 24/7 Phone (863) 245-5035

	Name:	Address:
	City/State/Zip:	Phone:
	Email Address:	
	Requested Rental Date(s):	Number of Guests:
	*Start Time: End Time:	Will Alcohol be Served**: Y / N
	to. I understand that I am also responsible to assure that t rental period and that the facility and grounds are clean at My signature indicates that I have received and understan agreement with them.	nd returned to the original condition at the end of the event. In the rules and policies for the rental and that I am in
	A security deposit is required to hold the building for the required a minimum of 7 days prior to your event date. T inspected, an inventory is taken, and the keys are returned	The security deposit will be refunded after the building is
	*Usage timeframes includes set-up and clean-u	ıp.
	**Proof of Event Insurance will be required thread thread alcohol is being served. Failure to provide proof	
	DEPOSIT RECEIVED: \$ Cash / CK (#	‡)Date
	RENTAL FEE RECEIVED: \$ Cash / CK (#	#Date
AGREE	SNATURE VERIFIES THAT I HAVE FULLY READ THIS RENTA MENT, AND I AGREE TO AND DO ACCEPT FULL RESPONSI R APPLICABLE LAWS AND REGULATIONS.	
	Renter's Signature	Date
	City Representative Signature	Date
		n of Deposit
	Deposit Refund Amount: \$	Date:
	Employee Signature:	Customer Signature:

Conditions of Rental Agreement

- a. A walk through with custodial staff is required. A key must be checked out on the day of your event or by 5:00 p.m. the Friday before. You will not receive the key until the walk through is completed. Please contact City Hall at (863) 375-2255 to schedule the walk through, at least 24 hours prior to your event.
- b. Permission and scheduling for the use of the Community Center and the use of any City equipment shall be issued through the City Hall.
- c. A written agreement for the use of the Community Center shall be granted only upon written request by a duly authorized representative of the organization seeking the use of the facility. The key will be checked out to the Renters representative responsible for the event. Renter accepts responsibility for the actions of its representative(s) related to this rental agreement.
- d. Permission for the use of the facilities may be revoked when there has been violation(s) of any of these conditions or any other regulations.
- e. All Renters will be billed and/or charged for any additional costs associated with unreasonable wear or breakage to City property, and/or custodial costs required due to leaving the facility in an unclean or damaged condition.
- f. Organizations and Renter's using the Community Center must be supervised by an adequate number of adult sponsors to assure proper care and use of City property.
- g. Smoking is not allowed in any City-owned building.
- h. A cancellation of the event and/or a request for a refund must be submitted in writing to City Hall.
- i. If legal action is brought involving this rental agreement, the prevailing party shall be awarded reasonable attorney's fees.
- j. For no reason shall any Renter place nails, tacks, holes, duct tape or any other form of attachment to the walls, ceiling, or other surfaces in the building. On floors, no wax, sand or salt on floor for dancing. Blue painters tape made for painted surfaces is allowable. Check with the custodial staff.
- k. No glitter or small confetti may be used in decorations or activities at the Community Center. Failure to comply will result in the loss of the deposit and additional charges for damage may apply.
- Votive candles in a fireproof container, with the flame no higher than the top of the container, will be allowed so long as the renter assumes all responsibility and liability for damages to the building and contents due to any fire as a result of the candles. I AGREE THAT I, ASTHE RENTER, WILL ASSUME ALL LIABILITY FOR DAMAGES AS A RESULT OF THE USE OF VOTIVE CANDLES AND THAT NO OPEN FLAME CANDLES ARE ALLOWED ANYWHERE IN THE BUILDING. (SIGNED).
- m. Indemnification. To the fullest extent permitted by Florida law, Renter hereby releases the City of Bowling Green from liability for, and agrees to indemnify, save harmless and defend the City from and against, any and all losses, costs, claims or suits (whether relating to property, death or personal injury), damages or expenses arising from or relating to: (i) Renter's failure to fulfill any of its obligations or any condition of this Rental Agreement, (ii) any damages, loss, expense, cost or injury (whether in the nature of personal injury, death, or property) happening in or about the facility to Renter, its agents, contractors, employees or invitees; and (iii) any judgment, lien or other encumbrances filed against the Chamber as a result of Renter's action
- n. Lost Keys: Keys lost and/or not returned will incur a \$75 fee.
- Inclement Weather. If an event is cancelled due to inclement weather, the City of Bowling Green will make
 every reasonable effort to reschedule the canceled event. City of Bowling Green shall not be held liable for
 losses incurred by the user/renter due to cancellation.
- p. The consumption of alcohol on the premises by event participants of legal age as a part of an approved event is permitted. If Renter will be supplying alcoholic beverages, the general liability insurance shall include host

- liquor liability coverage. If Renter is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. The sale of alcohol on the premises is strictly prohibited.
- q. Animals. Animals are prohibited inside the facility, except for those needed for medical reasons or sight-impaired persons.
- r. Use Agreement. The Rental Application shall govern the rental of the Centanino Community Center for the specified purpose, date and time, persons and facility areas. By signing and paying all required fees, the renter acknowledges reading, understanding and acceptance of all terms and conditions for the use of the facility.

Failure to comply will result in loss of full deposit and future rental privileges at any City-owned properties will not be accepted.

Please call the 24/7 On-Call number for any issues with rental during the times City Hall is closed. On-Call number is (863) 245-5035

CAPACITY OF THE COMMUNITY CENTER, BY STATE LAW, IS 49 PERSONS

CITY OF BOWLING GREEN

COMMUNITY CENTER RENTAL WALK-THRU LIST

Appointment Date				Time	_
Event Date	Event Type				
Name of Responsible Party					
Please note the condition of th	ne following:				
Chairs	Good	Fair	Okay	Poor	
Tables	Good	Fair	Okay	Poor	
Floors	Good	Fair	Okay	Poor	
Doors	Good	Fair	Okay	Poor	
Bathrooms	Good	Fair	Okay	Poor	
Bar Area	Good _	Fair	Okay	Poor	
Windows	Good	Fair	Okay	Poor	
 Painters Tape" may be us surface. This means: NO DUCT TAPE NO SCOTCH TAPE NO NAILS NO STAPLES NO TACKS In Addition: NO GLITTER NO PAINTING NO LIQUID WIND NO OPEN FLAMES NO WAX, SAND C I understand that with my s 	OW CHALK 5 (candles must be DR SALT ON FLOOR	e in glass or me R FOR DANCING	etal containers G)	
on the attached check-out l		=			
Renter's Signature			Da	te	
Employee's Signature			Da	te	

CITY OF BOWLING GREEN

COMMUNITY CENTER POST-RENTAL WALK-THRU

Event Date	Post-Event Inspection Date
Name of Renter/Respo	nsible Party
Condition of:	
Chairs	GoodFairOkayPoor
Tables	GoodFairOkayPoor
Floors	GoodFairOkayPoor
Doors	GoodFairOkayPoor
Bathrooms	GoodFairOkayPoor
Bar Area	GoodFairOkayPoor
Windows	GoodFairOkayPoor
Were all items rented re	eturned to their original areas? Y / N
Are there any rented ite	ems that are missing? Y / N
Was there any noticeab	le damage? Y / N
, -	n the building a thorough inspection and that the above mentioned is true.
inspected by:	on
Accepted by:	on
Refund Amount Decide	d: \$

5.1.1 **Bid Form**

BIDDER'S COMPANY NAME:	Cobb Site Development Inc.

PROJECT:

City of Bowling Green Roadway Improvements FPID No. 444101-1-54-01, 444102-1-54-01, & 444110-1-54-01

A. Bid Recipient

1. This Bid is submitted to: City

of Bowling Green Attn: City Manager 104 East Main Street Bowling Green, FL 33834

2. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Bid Documents to perform all Work as specified or indicated in the Bid Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bid Documents.

B. Bidder's Acknowledgements

 The Bidder accepts all of the terms and conditions of DIVISION 1: INSTRUCTIONS TO BIDDERS, including without limitation those dealing with the disposition of the Bid Security. The Bid will remain subject to acceptance for 120 days after the Bid Opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

C. Bidder's Representations

- 1. In submitting this Bid, the Bidder represents that:
 - a. The Bidder has received from the Issuing Office a complete set of Bid Documents and other related data identified in the Bid Documents, and the following Addenda, receipt of which is hereby acknowledged:

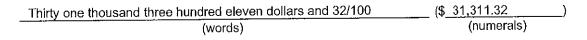
Addendum No.	Addendum Date

- b. The Bidder has examined and carefully studied the Bid Documents, Addenda, and the other related data identified in the Bidding Documents and provided the information to Subcontractors and Suppliers who have provided quotations to the Bidder for the Work.
- c. The Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- d. The Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

BASE BID (PINEAPPLE STREET FPID NO. 444101-1-54-01)

Item No.	FDOT Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	0101 1	Mobilization/ Demobilization	LS	1	\$3,370.81	\$3,370.81
2	0102 1	Maintenance of Traffic	LS	1	\$1,392.54	\$1,392.54
3	0327 70 1	Milling Existing Asphalt Pavement (1" Avg. Depth)	SY	540	\$9.78	\$5,281.20
4	0334 1 11	Superpave Asphalt Conc. Traffic A (1" SP 9.5)	TN	30	\$278.42	\$8,352.60
5	0334 1 11	Superpave Asphalt Conc. Traffic A (1.5" SP 12.5)	TN	4 5	\$217.91	\$9,805.95
6	0711 11125	Thermoplastic Standard, White 24"	LF	8	\$32.73	\$261.84
7		Contingency (10% of Total)	LS	1	\$2,846.38	\$2,846.38
				<u></u>	TOTAL	\$31,311.32

TOTAL BASE BID (PINEAPPLE STREET FPID NO. 444101-1-54-01):



BASE BID (JONES STREET FPID NO. 444102-1-54-01)

Item No.	FDOT Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	0101 1	Mobilization/ Demobilization	LS	1	\$7,626.90	\$7,626.90
2	0102 1	Maintenance of Traffic	LS	1	\$1,524.96	\$1,524.96
3	0327 70 1	Milling Existing Asphalt Pavement (1" Avg. Depth)	SY	1300	\$4.69	\$6,097.00
4	0334 1 11	Superpave Asphalt Conc. Traffic A (1" SP 9.5)	TN	75	\$194.23	\$14,567.25
5	0334 1 11	Superpave Asphalt Conc. Traffic A (1.5" SP 12.5)	TN	110	\$173.09	\$19,039.90
6		Contingency (10% of Total)	LS	1	\$4,885.60	\$4,885.60
	<u> </u>			<u> </u>	TOTAL	\$53,741.61

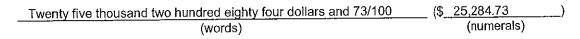
TOTAL BASE BID (JONES STREET FPID NO. 444102-1-54-01):

Fifty three thousand seven hundred fourty one dollars and 61/100	(\$_53,741.61)
(words)	(numerals)

BASE BID (AVON STREET FPID NO. 444110-1-54-01)

ltem No.	FDOT Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	0101 1	Mobilization/ Demobilization	LS	1	\$2,864.79	\$2,864.79
2	0102 1	Maintenance of Traffic	LS	1	\$1,523.74	\$1,523.74
3	0327 70 1	Milling Existing Asphalt Pavement (1" Avg. Depth)	SY	250	\$23.03	\$5,757.50
4	0334 1 11	Superpave Asphalt Conc. Traffic A (1" SP 9.5)	TN	15	\$394.23	\$5,913.45
5	0334 1 11	Superpave Asphalt Conc. Traffic A (1.5" SP 12.5)	TN	21	\$329.84	\$6,926.64
6		Contingency (10% of Total)	L.S	1	\$2,298.61	\$2,298.61
	<u> </u>			<u> </u>	TOTAL	\$25,284.73

TOTAL BASE BID (AVON STREET FPID NO. 444110-1-54-01):



GRAND TOTAL—FPID No. 444101-1-54-01, 444102-1-54-01, & 444110-1-54-01:

One hundred ten thousand three hundred thirty seven dollars and 66/100 (\$ 110,337.66 (words) (numerals)



401 3rd Street SW Winter Haven, FL 33880 T: 863-324-1112 F: 863-294-6185

www.pennoni.com

June 16, 2022

Proposal No. BOWGR22003P

Adam Thompson, City Manager City of Bowling Green P.O. Box 608 Bowling Green, Florida 33834

RE: SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT

2022 ROADWAY IMPROVEMENTS CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FPID NO. 444101-1-54-01, 444102-54-01, 444110-1-54-01

Dear Mr. Thompson:

In accordance with your request, we are pleased to submit this Supplemental Agreement to provide the City with engineering consulting services for the referenced Project. This Agreement describes our scope of work to provide construction engineering and inspection services during construction for the 2022 Roadway Improvements Project.

Please sign and return one (1) executed copy of this Supplemental Agreement to our office.

Please call me if you have any questions. We sincerely appreciate the opportunity to assist the City of Bowling Green with this important Project.

Sincerely, PENNONI

Roger L. Homann, P.E.

Project Manager

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PROPOSAL NO. BOWGR22003P

SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT

By and Between

CITY OF BOWLING GREEN - And - PENNONI ASSOCIATES INC.

Project

2022 ROADWAY IMPROVEMENTS CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FPID NO. 444101-1-54-01, 444102-54-01, 444110-1-54-01

- 1.0 GENERAL: This is Supplemental Agreement 22-003 to the Master Agreement between the CITY OF BOWLING GREEN (City, Client, or Owner) and Pennoni Associates, Inc. (Engineer or Pennoni) for professional engineering services. Except as provided for herein, the provisions of the Master Agreement dated October 11, 2018, between the City and Engineer shall apply to this Supplemental Agreement.
- 2.0 EMPLOYMENT: City hereby retains the continuing professional engineering services of Engineer in consideration of the mutual covenants contained herein and agrees in respect to the performance of professional engineering services by Engineer and the payment for those services by City as set forth herein.
- 3.0 PROJECT BACKGROUND AND DESCRIPTION: The City has funding through the FDOT Small County Outreach Program (SCOP) for the resurfacing of portions of Pineapple Street (FPID No. 444101-1-54-1), Jones Street (FPID No. 444102-1-54-1), and Avon Street (FPID No. 444110-1-54-1). City staff has requested Pennoni to provide construction engineering and inspection (CEI) and quality assurance services during construction of the Project.
- **4.0 PURPOSE:** The purpose of this Supplemental Agreement is to authorize Engineer to provide the services described in Section 5.0 herein for the fee described in Section 6.0 herein.
- 5.0 SCOPE OF WORK: Pennoni shall provide professional engineering services for this Project. Pennoni's services will include serving as the City's engineering representative for the Project, providing CEI and quality assurance engineering services, under this Agreement or otherwise, in connection with Pennoni's services. The following sections describe Pennoni's scope of work for this Project.
 - 5.1 <u>Construction Contracting Assistance</u>: Assist the City in preparing the Construction Contract with selected Construction Contractor and submit to FDOT for approval prior to submitting to selected Contractor for execution
 - 5.2 <u>Pre-Construction Meeting</u>: Conduct one pre-construction conference with representatives of the City and the Contractor to provide a clear understanding of the objectives and goals to be achieved

- in this Project and prepare a written summary of the salient points of this meeting and distribute to the appropriate parties
- 5.3 <u>Construction Observation</u>: Conduct daily site visits during the course of construction for conformance and quality assurance with the general intent of the construction plans, specifications, and FDOT requirements; prepare daily reports; collect design mix tickets from Contractor; and observe and document maintenance of traffic (MOT) measures implemented by Contractor per approved plans and FDOT standards
- **5.4** <u>FDOT Funding Coordination</u>: Assist the City in coordinating with FDOT including associated administrative requirements (as applicable)
- 5.5 <u>Submittal Review</u>: Review Contractor's submittals and respond to Contractor's requests
- 5.6 <u>Process Pay Requests</u>: Review and process Contractor's pay applications in accordance with the FDOT SCOP grant requirements
- 5.7 <u>Progress Meetings</u>: Prepare for and conduct progress meetings (as applicable and as scheduled by the Contractor) and prepare meeting summary memorandum(s) to document discussions
- 5.8 <u>Substantial Completion</u>: When the construction is substantially complete and when requested in writing by the Contractor and approved by the City, conduct one site visit with the Contractor, City staff, and FDOT to observe the substantially completed construction, prepare a punch list of the observed work items to be completed in general conformance with the approved plans and permits, and provide the City and the Contractor with the punch list
- 5.9 <u>Final Completion</u>: When the site work construction is 100% complete and when requested in writing by the Contractor and approved by the City, make one site visit with the Contractor, City staff, and FDOT to observe the completed construction and to review the completed punch list items
- 5.10 Record Drawings: Based on the Contractor's as-builts*, prepare Record Drawings of the Project (*After the improvements are completely constructed, the Contract Documents require the Contractor to provide Pennoni with certified (signed and sealed by a Florida Registered Professional Land Surveyor and Mapper) and electronic drawings in AutoCAD format, which clearly illustrate the as-built conditions of the construction. These as-builts shall fulfill the requirements of the City, FDOT, and specifications, and be used as the basis of our Record Drawings.)
- 5.11 <u>Certification</u>: If construction is deemed sufficient by Pennoni, submit prepared Certifications of Completion for the completed Project to FDOT and City as applicable (Please note that any deviations from the approved construction plans which call into question the functionality as designed could require additional services on Pennoni's part that are not included herein.)

- **EXCLUDED SERVICES:** Any service not explicitly described in the Scope of Work and based on the assumptions described herein will be performed as an Additional Service upon request and written approval by the City, including but not limited to the following:
 - Re-design or permitting services
 - Right-of-way or easement acquisition assistance or preparing legal description documents to support these efforts
 - Technical services during construction for any construction contract time extension(s) beyond the Construction Contract time
 - Expert testimony
 - Ownerships and encumbrance reports
 - Participation in orders of taking and/or other litigation
 - Environmental assessments or testing of any nature
 - Boundary and topographic survey
 - Wetland delineations, surveys, impact, and mitigation permitting, etc.
 - Services involving threatened or endangered species
 - Cost estimating
 - Paying for outside review or application fees
 - Providing services in connection with a public hearing, arbitration proceeding, or legal proceeding except where Pennoni is party thereto
- 7.0 ENGINEER'S COMPENSATION: Pennoni will complete the professional services described above based on: (a) the time we spend and the costs we incur to perform the work; (b) our 2022 Schedule of Hourly Rates and Reimbursable Costs; and (c) a not-to-exceed fee of \$30,000. Should the requested services cause us to exceed this amount we will request authorization for additional compensation.
- 8.0 CITY'S RESPONSIBILITIES: The City shall do the following in a timely manner so as to assist Engineer in its work and not delay the performance of services by Engineer.
 - 8.1 Designate a City representative with respect to the services to be rendered under this Supplement who will have complete authority to transmit instructions, receive information, and interpret and define City's policies and decisions with respect to Engineer's services for this Project
 - 8.2 Promptly review, comment on, and return Pennoni's submittals
 - 8.3 Promptly advise Pennoni when the City becomes aware of any defect or deficiency in Pennoni's services
 - 8.4 Furnish Engineer with all information as to the City's requirements, including any special or extraordinary considerations for the Project, and to make available existing pertinent data

9.0 OTHER MATTERS

- 9.1 Our current 2022 Schedule of Hourly Rates and Reimbursable Costs, Standard General Conditions, and other provisions described in the City's Master Agreement between City and Engineer shall apply to this Agreement as applicable. References to the Consultant/Engineer regarding Limitation of Liability also pertain to the Project's Engineer of Record.
- 9.2 Pennoni agrees to comply with Section 20.055(5), Florida Statutes as is required per the City's State Funded Grant Agreement between the City and the FDOT for this Project, section 15.h.
- 9.3 To the extend provided by law, Pennoni shall indemnify, defend, and hold harmless the City of Bowling Green and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Pennoni, or any of its officers, agents, or employees, acting withing the scope of their office or employment, in connection with the rights granted to or exercised by Pennoni hereunder, to the extent and within the limitations of Section 768.28 Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Pennoni to indemnify the City of Bowling Green for the negligent acts or omissions of the City of Bowling Green, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Pennoni to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

- 9.4 The obligation to provide services under this Supplement may be terminated by either party upon seven days written notice, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Engineer will be paid for all services rendered.
- 9.5 Neither party to this Supplement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, war, acts of governmental authorities, extraordinary weather conditions, natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.
- 9.6 Because Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional, familiar with the construction industry. Engineer cannot and does not guarantee that proposals, bids, or actual costs will not vary from opinions of probable cost prepared by Pennoni. If at any time the City wishes

greater assurance as to the amount of any cost, the City shall employ an independent cost estimator to make such determination.

- 9.7 In an effort to proceed with the services described herein as quickly as possible and keep the costs to a minimum, Pennoni will rely on information provided by others or historical information available for the Project. Inaccuracies or incompleteness in the information provided could cause concerns in the future. Any additional services relating to these possible concerns will be addressed on an hourly basis as required. Research associated with or verification of accuracy of information provided by others is not part of this Project.
- 9.8 This proposal may be void if not executed within 45 days.
- 9.9 PURSUANT TO 558.0035 F.S., AN AGENT OR INDIVIDUAL EMPLOYEE OR AGENT OF PENNONI ASSOCIATES, INC CANNOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES CONTRACT OR THE PERFORMANCE OF PROFESSIONAL SERVICES HEREUNDER. BY SIGNING THIS AGREEMENT, YOU HAVE ACCEPTED THIS LIMITATION OF LIABILITY.

IN WITNESS WHEREOF, the parties hereto have executed 2022. (month)		of da y)
Attest: M. Carmen Silva, City Clerk	Duane Gardner, Mayor	
Pennoni Associates Inc.		

0 n O I a

Steven L. Elias, P.E.

Associate VP and Municipal Division Manager

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Automatic Meter Reading Installation Agreement

Piggyback Agreement Contract

Between

Pasco County and National Metering Services, Inc.

TERM: TBD

This National Meter Services, Inc. AGREEMENT (this "Agreement") is entered unto by and between the City of Bowling Green, a Florida municipal corporation whose address is 104 East Main Street, Bowling Green, FL. 33834 (hereinafter referred to as "City"), and National Meter Services. Inc., a New Jersey profit corporation authorized to do business in Florida??, whose address is 163 Schuyler Ave, PO Box 491, Kearney, Hudson County, NJ 07032, (hereinafter referred to as "Contractor").

WHEREAS the City desires to engage an independent contractor to provide the services herein: and

WHEREAS, Pasco County has previously selected Contractor through the competitive procurement process to provide Pasco county with Contractor and Pasco County entered into Contract (#) dated 00/00/0000 including the RFP, associated documents noted and its attachments, with any executed Addenda to provide such services, true and accurate copies of which are attached hereto as **EXHIBIT** "A" and incorporated herein by this reference (collectively herein "Original Government Contract"): and

WHEREAS the City has reviewed the procurement documents concerning Pasco County procurement of Contractor and agree with the process selection of Contractor, as the lowest responsive and responsible bidder: and

WHEREAS, the City has reviewed the Original Government Contract and has found the scope of services, unit prices, and other terms and conditions as set out in such contract to be reasonable, acceptable and of benefit to the City's citizens: and

WHEREAS the City has determined that the use and procurement of Contractor's services pursuant to the unit prices, terms, and conditions of the Original Government Contract by piggybacking on such contract is cost-effective and in the best interest of the City.

NOW THEREFOR, for good and valuable consideration, which the parties acknowledge, the City and Contractor hereby enter into this Agreement as set forth herein:

- RECITALS: The foregoing Recitals are true and correct and are incorporated herein as material
 provisions of this Agreement by this reference.
- 2. SERVICES/PRODUCTS. Contractor shall provide the City with services in accordance with the scope of services, rate schedule and other terms and conditions of the Original Government Contract between Pasco County and Contractor attached hereto as Exhibit "A," except that the "City of Bowling Green" shall be substituted for Pasco County and references to "COMMISSION" and the services and products provided to the City shall be outlined in the Scope of Work dated 00/00/0000 addressed to the City of Bowling Green. For services rendered or materials provided by Contractor to the City of Bowling Green shall pay Contractor based on the unit prices specified in the rate schedule attached to the Original

Commented [GB1]: I can't find authorization to do business in FL under sunbiz.org

Government Contract for the unit of services or materials requested by the City through purchase orders issued by the City to national Meter Services, Inc. Thus, services and materials will be provided on a City purchase order basis. There is no guaranteed minimum amount of materials to be purchased from or services promised to Contractor under this Agreement. The date of final completion for services by Contractor under this Agreement is to be established for each task through purchase order(s) issued by the City. The scope of services and other terms and conditions of the Original Government Contract are hereby incorporated into this Agreement and material terms and conditions. In the event the terms of this Agreement conflict with the terms of The Original Government Contracts, the terms of this Agreement shall control to the extent of the conflict. The City shall have no liability or responsibility for or concerning Contractor services performed for Pasco County or any other party.

- TERM/TERMINATION. The term of this Agreement shall be from the effective date until 00/00/0000, unless terminated earlier in accordance with this Agreement. This Agreement may be terminated in the same manner as specified in the Original Government Contract.
- 4. INSURANCE. Within ten (10) days from the Effective Date and prior to rendering services to the City, the Contractor shall provide the City with certificates of insurance evidencing insurance coverage required by the Original Government Contract. Contractor shall maintain required insurance coverage during the term of this Agreement.

5. GOVERNING LAW

- Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- b. Mediation. Any disputes, claims or counterclaims between the City and Contractor arising out of or in connection with this Agreement which cannot be amicably resolved by the parties through good faith negotiations shall first be submitted to nonbinding mediation for resolution. As a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes, or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator with fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. No suit or legal proceedings shall be filed until (i) the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator no later than sixty (60) days after the initial mediation conference: or (ii) sixty (60) days has elapsed since the written mediation request was made in the event the other party refuses to or has not committed to attend mediation: provided however, a lawsuit may be filed prior to the satisfaction of the mediation requirement in order to preserve claim that will elapse due to an immediate forthcoming expiration of an applicable statute of limitation. In the event a lawsuit is filed prior to the completion of the mediation requirement, the lawsuit shall be abated upon motion of either party until such time as the mediation requirement has been satisfied. The parties shall share the mediators' fees equally. The mediation shall be held in Hardee County, Florida, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- c. Venue. Regardless of anything herein to the contrary, the sole and exclusive venue for any litigation arising out of concerning this Agreement and its exhibits, and performance of services hereunder shall be in Hardee County, Florida before the County Courts or Circuit Court, in and for Hardee County, Florida. Contractor waives any right it may have to the federal court system.
- d. Sovereign Immunity. Nothing contained in this Agreement or any record of communication arising out of or concerning this Agreement shall be considered or deemed a waiver of the City's Sovereign immunity protections or any other defenses or immunities afforded under law to the City and its officials, employees, and agents.
- e. Non-Appropriations. Regardless of anything to the contrary contained in this Agreement, the City's payment, and performance of obligation under this Agreement for each and every fiscal year of the City's beyond the fiscal year when the Agreement was executed shall be subject to discretionary annual appropriations by the City's Commission of funds therefor. When funds are not appropriated or otherwise made available to support the continuation of payment and performance in a subsequent fiscal period, this Agreement shall be deemed terminated on the last day of the fiscal period for which appropriations were made, without further cost, penalty, or obligation to the City.
- Public records Act. Contractor acknowledges and agrees that the City is a public entity that is subject to Florida's Public Record Act (Chapter 119, Florida Statutes) and as such, records in Contractor or City; s control and possession generated or received concerning the services performed under this Agreement are subject to public inspection pursuant to Chapter 119, Florida Statutes, unless there is an applicable exemption or confidential provision under state law. Records, documents, computerized information and programs, e-mails, electronic files, memos, drawings, audio, or video tapes, photographs, or other records of the Contractor regardless of form that are subject to provisions of chapter 119, Florida Statutes, and applicable retention schedules, and may not be destroyed without the specific written approval of the City's City Clerk. While in the possession and control of the Contractor at Contractor expense, all public records shall be secured, maintained, preserved, and retained in the manner specified and pursuant to the Public Records Act and comply with all "Contractor" provisions of section 119.0701(2). Florida Statutes, and further Contractor hereby indemnifies and hold harmless the City concerning any claims, damages, suits, judgements, losses, expenses, and penalties arising out of or concerning Contractor violation of the Public Records Act or this provision, including for attorneys' fees and costs at all trial and appellate levels. IF THE Contractor HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE Contractor Inc.'s DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Carmen Silva, City Clerk. 104 East main Street, Bowling Green, FL> 33834: Email -Csilva@bowlinggreenfl.org: Telephone - 863-375-2255. Paragraph 5 and all its subparagraphs shall survive expiration and termination of this Agreement.

g. No Damages Against City for Delay. Notwithstanding any other provisions of this Agreement and the Original Government Contract, Contractor exclusive remedy for delays, impacts, disruption, acceleration, re-sequencing, and interruptions in performance of the services caused by events beyond Contractor and its employees', materialmen's, subcontractors' and agents' control, including delays, impacts, disruption, acceleration, re-sequencing and interruptions claimed to be caused by or attributable to the City or its officials, officers, employees and agents (or any combination thereof), shall be a claim for and be limited to and equitable extension of the time to complete a particular assigned task. Without limiting the foregoing, Contractor shall not be entitled to cost for remobilization after a delay, impact, disruption, acceleration, re-sequencing, or interruption in the performance of the services has occurred.

h. Legal Compliance

- i. Contractor hereby represents and warrants to the City that Contractor has knowledge, experience, and skills to perform the services required to be performed by it hereunder, that Contractor shall comply with all applicable federal, state and local laws and codes. Including without limitations, all professional registration requirements (both corporate and individual for all required basic disciplines): that it shall perform said services in accordance with generally accepted professional standards, in the most expeditious and economic manner, and consistent with the best interest of the City.
- ii. Contractor and its employees and agents shall promptly observe, comply with, and execute the provision of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, and orders (including Resolutions, Codes, and Ordinances of the Coty of Bowling Green) which may pertain or apply to the services that may be rendered hereunto, or to the wages paid by Contractor to its employees. Contractor shall also require, by contract, that all sub-consultants, if applicable, shall comply with the provisions of this subsection.
- iii. Contractor shall during the term of this Agreement, procure and keep in all force, effect, and good standing all necessary licenses, registrations, certificates, and other authorizations as are required by local, state, or federal law, in order for Contractor to render its services or work described herein.
- iv. Any person or affiliate, as described in section 287.133 of the Florida Statutes, shall not be allowed to contract with the City, nor be allowed to enter into a subcontract for work or services under this Agreement, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date the procurement solicitation was advertised, or id such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date the procurement solicitation was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state, or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property, or material misrepresentation. Any

- agreement with the City obtained in violation of this subsection shall be subject to immediate termination for cause. Contractor represents and warrants that Contractor complies with this subsection and that Contractor shall at all times continue to comply with the requirements of this subsection.
- v. Contractor shall not engage in any action that would create conflict of interest in performance of the actions of any City official. Officer, employee or other person during the course of performance of, or other wise related to, this Agreement or which would violate or cause others to violate the provisions of part III, Chapter 112. Florida Statutes, relating to ethics in government.
- vi. Contractor warrants that it has not employed, retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than bona fide employees working solely for Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making if this Agreement. For the breach or violation of this provision, the City shall have the right to terminate this agreement without liability.
- vii. Severability. In the event that any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.
- viii. Indemnification. Contractor shall indemnify, save, and hold harmless the City and its elected officials, officers, attorneys, employees and agents from and against all claims, judgments, damages, losses, and expense (including reasonable attorneys' fees, experts' fees and litigation cost incurred by the City at all trials and appellate levels), arising out of or resulting from the performance or nonperformance of the services within the scope of this Agreement the extent caused in whole or in part by any error, negligence, grossly negligent or reckless act or omissions, malfeasance or misfeasance of Contractor or anyone directly employed by it or anyone for whose acts it is liable. For purposes of compliance with Florida laws, Contractor acknowledges that this provision shall be deemed a part of the specifications and the procurement documents for the services. This subsection shall survive expiration and termination of this Agreement.
- ix. False Claims. If Contractor is unable to support any part of its claim and it is determined that such inability is attributed to misrepresentations of facts or fraud on the part of Contractor, Contractor shall be liable to the City for an amount equal to such unsupported part of the claim in additional to all costs to the City attributable to the cost of reviewing said part of National Meter Services, Inc.'s claim. The City and Contractor acknowledge that the "Florida False Claims Act" provides civil penalties not more than \$10,000.00 plus remedies for obtaining treble damages against contractor or persons causing or assisting in causing Florida Governments to pay claims that are false when money or property is obtained from a Florida Government by reason of a false

- claim. Pasco County agrees to be bound by the provisions of the Florida False Claims Act for purposes of this Agreement and the services performed hereunder.
- x. Deductive Change Orders. At anytime and without penalty or cost, City shall have the right to reduce or eliminate any portions of the services not yet performed by Contractor from this Agreement through a unilateral directive or change order and reduce the work order (or task order) sum accordingly based on unit prices for the portion of the services being eliminated.
- E-Verify. As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
 - a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
 - b. The CITY, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - c. The CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
 - d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the CITY for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
 - e. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- 7. Section Headings For Convenience Only. Section headings used in this Amendment are for convenience only and have no significance in the interpretation of the body of this Amendment, and the parties hereto agree that they shall be disregarded in construing the provisions of this Amendment.
- Document Is The Result Of Mutual Draftsmanship. The terms and conditions in this
 Amendment are the product of mutual draftsmanship by both parties, each being
 represented by counsel, and any ambiguities in this Amendment or any documentation

- prepared pursuant to it shall not be construed against any of the parties because of authorship. The parties acknowledge that all the terms of this Amendment were negotiated at arms' length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.
- 9. Conflict with Laws. In the event of a conflict between provisions in this Amendment and the provisions in any federal or state law, Permit, Directive, or any City ordinance, resolution, rules and regulations or code, the parties shall first attempt to read the provisions in reasonable harmony, and if no agreement can be reached, the provision of federal law, then state law, then Directive, then Permit, then City ordinance (Code), resolution, rules & regulations shall prevail over the provisions in this Amendment, in that order. Nevertheless, nothing contained herein shall modify or diminish the City's ability or authority to amend its ordinances, including provisions referred to herein, in compliance with the law.
- 10. Saving Clause. In the event that any portion of this Amendment shall be deemed by a court of competent jurisdiction to be unlawful or invalid, the parties shall first attempt to renegotiate the Amendment, but failing in agreement on replacement provisions, this Amendment shall terminate.
- 11. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder, not will any single or partial exercise of any right, power, or privilege hereunder, or failure to do so, preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.
- 12. If the Contractor has a trade secret claim as to public records (as defined by Chapter 119 FS) produced to the City, Contractor must clearly designate documents as "This Document Contains Trade Secrets" in bold 12-point minimum type, in the header of each page of such documents so claimed, or in another obvious location for public records other than documents. The City shall then not produce such records (or portions thereof identified by the contractor) without a court order. The contractor agrees that the City is not responsible for evaluating the legal validity of the contractor's trade secret claim under Chapter 119, Florida Statutes or any trade secret exemption statute claimed by the contractor, and the contractor indemnifies the City, its officers, agents and employees against all claims, lawsuits, or government actions, including without limitation, attorney fees and costs through appeal for the City and its officers, agents and employees, or payable by the City or its officers, agents and employees to the public records requestor or State if such fees are granted by the court to the public records requestor litigant or the State. It is solely the responsibility of the Contractor to ensure that a provision similar to this one is in each and every sub-contract (or lease) contractor enters into where there might be an obligation on the part of the contractor or City to produce public records under Florida's Public Records Law, Chapter 119 FS.
- 13. Notice. Whenever in this Agreement it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and sent by certified or registered mail, return receipt requested, and addressed as follows:

To Contractor: National Meter Services. Inc.

163 Schuyler Ave., PO Box 491

	To City:	City of Bowling	Green						
		Carmen Silva-Ci	ty Cleri	k					
	104 East main Street								
	Bowling Green, Fl. 33834								
	14. Effective Date. The Effective Date of this Agreement shall be the date when the last of the parties has executed this Agreement and upon its approval by the City of Bowling Green City Commission.								
		WHEREOF, the part ar entered by the las					is Agreement as of the ritten below.		
		Meter Services, Inc. ey profit Corporation	า						
Ву									
lts									
Date									
[SEAL]		<u>CIT</u>	Y OF	<u>BOWL</u>	ING GRE		REEN, FLORIDA,		
ATTES	T:				Ву:				
		nen Silva, City Clerk			Duane Ga	rdner, Maye	or		
APPRO	OVED AS TO I	ORM:							
Geral	d T. Buhr, Cit	y Attorney							
Th special	nis Agreeme	ent Approved on the of the City Comm	nis ission.	day o	of te was as fo	ollows:	, 20, at a regular		
					Abstain	Absent			
Co Co	ommissione	r/Mayor Gardner r/Vice Mayor Fite r Durastanti r Lunn	= = = =	: : : : :					
Co	ommissione	r Jones		-					

Kearny, Hudson County, NL 07032

Page 8 of 8



106 East Main Street | Wauchula, FL 33873 844-287-4225 | www.wauchulastatebank.com

6/21/22

ΆΨΠΟΜΆΤΙC RENEWAL NOTICE Time Deposit

Your Time Deposit XXXXXXXX0400 will automatically renew on 7/04/22 with a new maturity date of 7/04/23. If you want to make any changes to this time deposit, it must be done within 10 days after the due date. The new interest rate is not yet known, but will be determined on 6/28/22. Please contact us by phone to get your new rate.

20 846.01

Thank you for banking with us.

082700082701010



106 East Main Street | Wauchula, FL 33873 844-287-4225 | www.wauchulastatebank.com

6/21/22

AUTOMATIC RENEWAL NOTIGE Time Deposit

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Thank you for banking with us.

\$ 18950.17





106 East Main Street | Wauchula, FL 33873 844-287-4225 | www.wauchulastatebank.com

**************AUTO**MIXED AADC 403
785 0.5070 MB 0.485 5 19 10
City of Bowling Green
PO Box 608
Bowling Green FL 33834-0608

6/21/22

AUTOMATIC RENEWALNOTICE : Time Deposit

Your Time Deposit XXXXXXXX0200 will automatically renew on 7/02/22 with a new maturity date of 7/02/23. If you want to make any changes to this time deposit, it must be done within 10 days after the due date. The new interest rate is not yet known, but will be determined on 6/28/22. Please contact us by phone to get your new rate.

Thank you for banking with us.

\$ 31,541.30

CITY OF BOWLING GREEN



AGENDA REQUEST

Wants to be put on July agenda

Macedonia Primitive
Baptist Church

863-398-0403

Name Emanuel Reed	863-398-0403
Address 607 Palemetto St.	
Phone (Contact Information)	
Date 6 - 8 - 22	
Purpose of Request <u>Kick ball</u> tow	rnament - 7-23-22

Signature <u>Lawan Barnes</u>