

## **Proclamation**

### **Bowling Green City Commission Bowling Green, Florida**

**WHEREAS**, water is a basic and essential need of every living creature; and

**WHEREAS**, The State of Florida, Water Management Districts and the City of Bowling Green are working together to increase awareness about the importance of water conservation; and

**WHEREAS**, the City of Bowling Green and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

**WHEREAS**, the City of Bowling Green has always encouraged and supported water conservation, through various educational programs and special events; and

**WHEREAS**, every business, industry, school and citizen can make a difference when it comes to conserving water; and

**WHEREAS**, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

**NOW, THEREFORE**, be it resolved that by virtue of the authority vested in me as Mayor of the City of Bowling Green do hereby proclaim the month of April as

### **Water Conservation Month**

Bowling Green, Florida is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

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N'Kosi Jones, Mayor

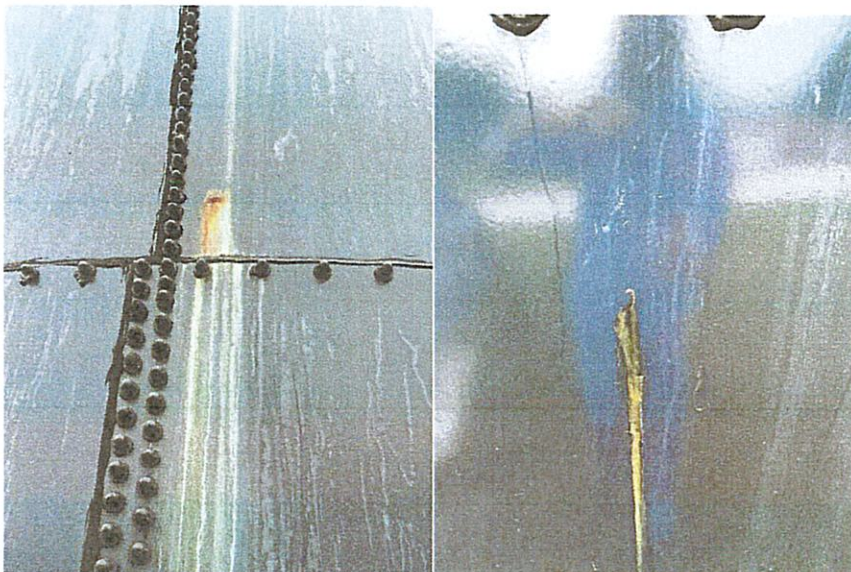
City of Bowling Green Commissioners  
Commission Meeting April 12, 2023

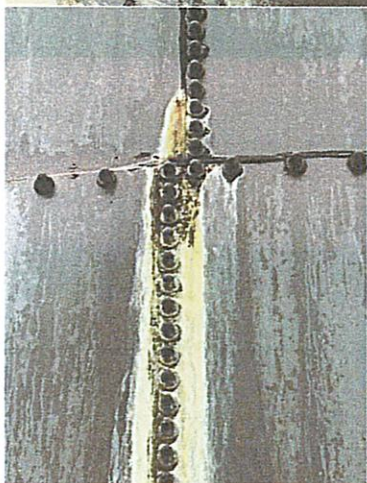
Subject: The Digester & Sludge Hauling

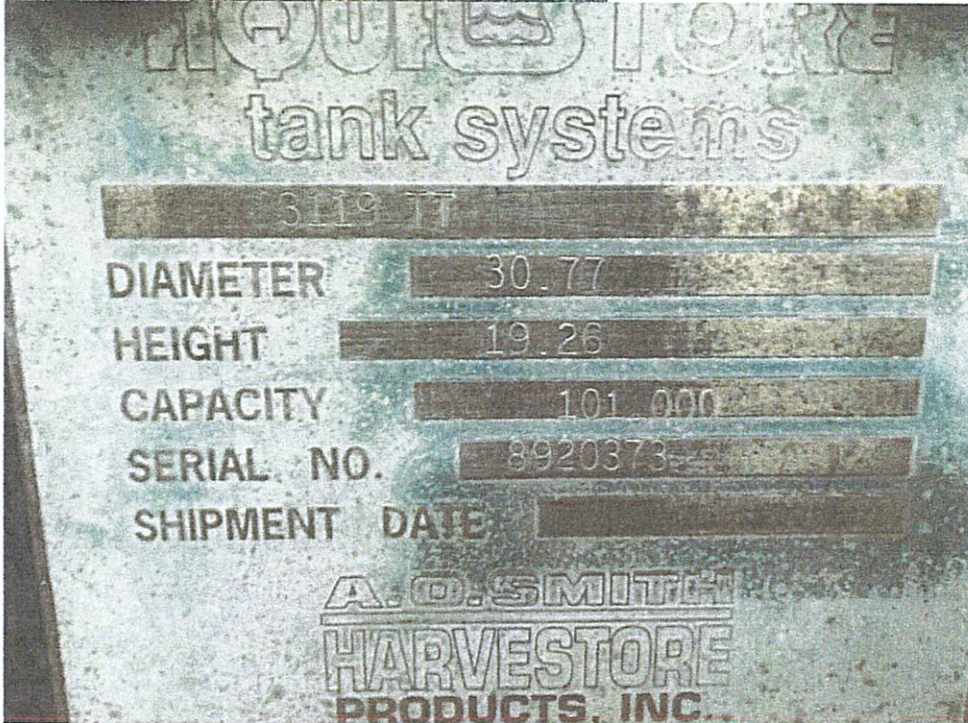
We have surpassed the Annual Sludge Cap of \$18,000.00 and the fiscal year doesn't end until October 1. The digester will only hold at ½ capacity due to the current condition of it (***Holds 101,000 gallons Currently able to hold < 50,000 gallons due to the diminished storage capacity***) currently we are unable to properly digest the sludge due to reduced detention time in the digester. To be able to maintain the Proper operation of the Wastewater Plant we will need to haul approximately 50,000 gallons of sludge per month (\$8500.00 per month at the current rate) until we can get a new digester, during any construction of a digester first, we will have to completely empty the digester to get the work done (we would need at least 3 weeks' notice prior to the work starting) and will have to have a portable tank onsite to waste sludge into & haul sludge 3-4 days per week to keep the plant operating optimally, this would be at additional cost to the city. (Estimated 125.000 gallons per month bypassing digester at current rate = \$21,250.00 monthly)

Remedies that may reduce these costs are:

- 1) Construct and place into operation the Screw Press. This would enable us to empty the digester and convert liquid sludge to cake form, eliminating the water.
  - 2) Replace the digester, so we can properly digest sludge, we would be able to decant water from the digester if we can increase the detention time in the digester.
- Either way the Digester will need to be replaced.







**We can either bill the city monthly for the overages or have AMS bill the City Directly.**

**Eddie Smith | Project Manager Bowling Green, Florida**



**(M) (863) 222-1981 | [www.inframark.com](http://www.inframark.com)**

**[edward.smith@inframark.com](mailto:edward.smith@inframark.com)**

Data Input	
Current MLSS	8600
Desired MLSS	3200
Current RAS/WAS TSS	15145
Desired RAS / WAS TSS	5500
Current Avg Clarifier DOB	5
Desired Avg Clarifier DOB	1
No of Clarifiers in Service	2
Current Dig 1 TSS	18000
Dig 1 Percent Full	100%
Dig 1 Desired Percent	10%
Current Dig 2 TSS	18000
Dig 2 Percent Full	10%
Dig 2 Desired Percent	0%
Influent BOD lbs/d	298
Influent TSS lbs/d	134
TSS Hauled	13000
Growth Rate	0.2
Hauling Rate	\$ 0.17
Gallon Per Load	6250

Aeration SRT			
Aeration Basin Capacity	Desired MLSS	Estimated Clarifier DOB	Estimated SRT
0.333	3200	1	46.5
		9012	

Estimated Annual Sludge Hauling		
	Data Input	Pounds to be Removed
Influent BOD lbs/d	298	59.6
Influent TSS lbs/d	134	134
Total Daily lbs/d		193.6
Annual lbs		70664
Annual Total Gallons		470,717
Annual Budget		\$ 80,021.85
Monthly Cost		\$ 6,668.49

Estimated Weekly Sludge Hauling Without Digester		
	Data Input	Pounds to be Removed
Influent BOD lbs/d	298	59.6
Influent TSS lbs/d	134	134
Total Daily lbs/d		193.6
Weekly lbs		1355.2
Weekly Total Gallons		29,544
Loads Per Week		4.73
Weekly Cost		\$ 5,022.54

Current Solids Status						
	Current Aeration MLSS	Clarifier Average DOB	Total Aeration	Digester TSS 1	Digester 2 TSS	Total lbs To Remove
Pound	23884	1716	25600	13511	1351	
Desired Pounds	8887	125	9012	1351	0	
Excess Solids lbs	14997	1592	16589	12160	1351	30100
Est. Tons to be Removed						15
Estimated Gallons						200503
Current Est Loads						32.1
Estimated Cost						\$ 34,086



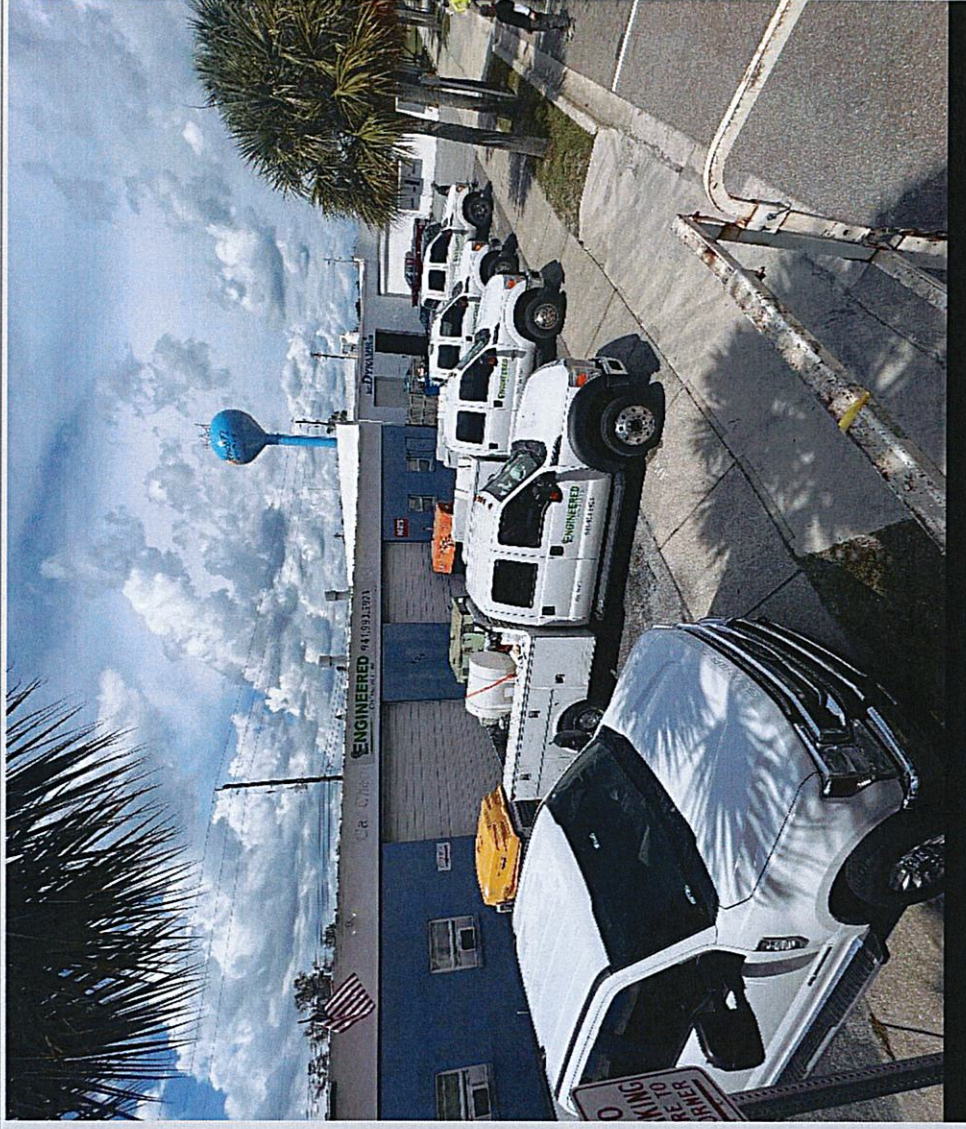
ENGINEERED  
COATINGS  
SOLUTIONS, LLC

888 Blvd of the Arts Sarasota, FL  
34236



## WHY ECS?

- Vision: ECS will be the premier coatings company in the Southeastern United States.
- How do we achieve the Vision?
  - Mission: ECS will enrich the lives of those in the communities we service by:
    - Providing the most value-added services and coatings solutions to our customers
    - Delivering exceptional returns to our employees and stakeholders
    - Being an employer of choice; recognizing our employees are our greatest assets
    - Operating with humility, kindness, and integrity.





## WHY ECS ?

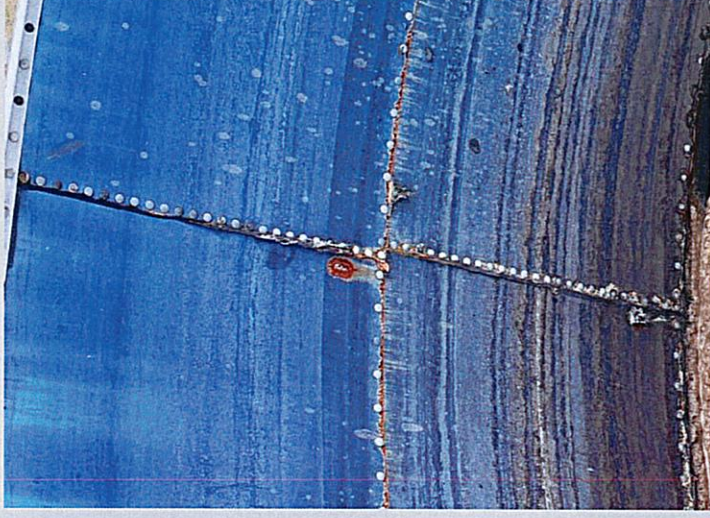
- Publicly won I&I piggy-backable bid
- References
  - Thousands of manholes coated along with hundreds of LS
- 10-year warranty
- Products and procedures
- Customer service
- Locally family owned and operated in Sarasota County for 5 years





# Digester Rehabilitation

- Exfiltration through patch work, seeping through
- Joints corroded
- Heavy scale rust apparent on Joints/bolts





# Digester Rehabilitation

- Sandblast, Black Beauty
- High Pressure Wash
- Locite Structure
- Spray Apply HP-100
- Spray Apply HT-200 @ minimum 250 mils



# HCM-25- concrete



- **HCM-25 FEATURES**
  1. Fast setting, low slump repair mortar that can be troweled, shaped and shaved after taking an initial set
  2. Easy shaping and molding
  3. One component incorporating water activated
  4. polymer system
  5. Integrated corrosion inhibitor
  6. Can be applied overhead and vertically
  7. Apply from 1/4" to 1" in thickness
  8. Tenacious bond to substrates
  9. Normal working time of 25 minutes



# HP-100- Primer



◦ DESCRIPTION OF HP-100 - Primer

1. HP-100 is a two component, fast curing, specifically formulated for use as a thin film concrete, steel, or fiberglass primer.
2. HP-100's low viscosity allows it to quickly penetrate concrete substrates, providing a highly durable surface to accept specialty coatings.

# HT -200- Specialty Topcoat



## DESCRIPTION HT-200

1. HT-200 is a 1:1, fast-set, spray applied two-component coating. It is 100% solids and contains zero VOCs.
2. HT-200 is ideal for the application of a structural coating system for manholes, pumping stations, headworks, channels, and other misc. wastewater infrastructure. Highly resistant to Hydrogen Sulfide gas.
3. HT-200 has very high hardness, excellent rigidity and impact resistance while maintaining good flexibility. This combination of properties yields a durable and structural finished surface that can easily be cleaned due to grease build up and holds up well to other required maintenance.



## Other Products

ENECON

Sherwin Williams

PPG

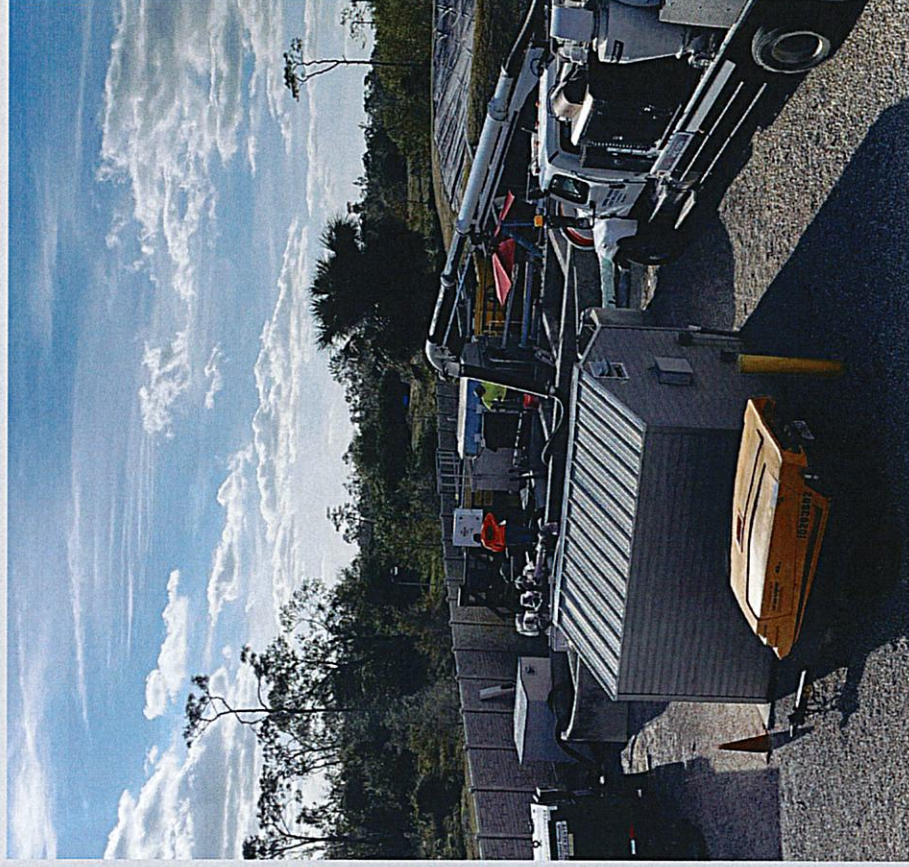
TNEMEC

Avanti grout systems

Black beauty (media blasting)

ISOTECH

HB fuller





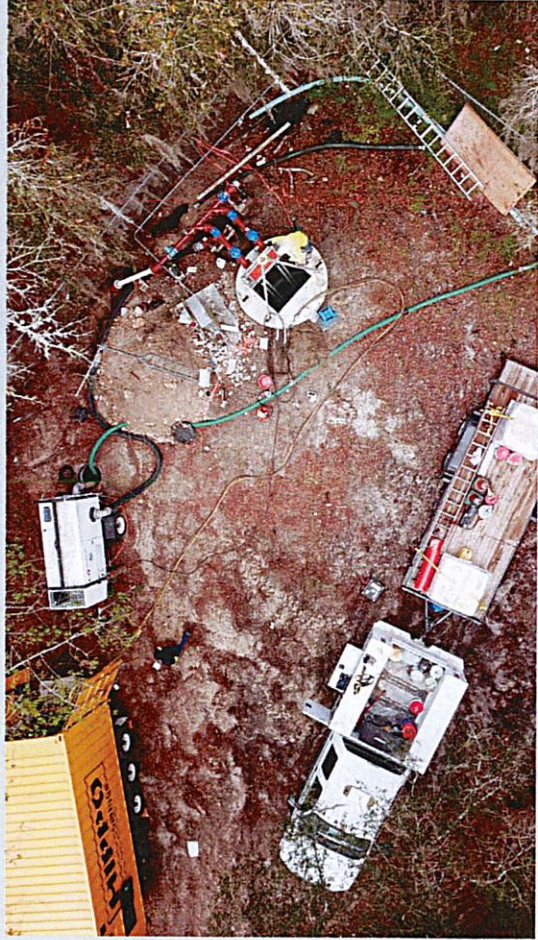
## Short Videos of Application

- Sandblasting
- Top coating





# Questions ?



Please visit our website [www.ecscoatings.com](http://www.ecscoatings.com)  
for more information





## WATER | WASTEWATER COATINGS

Manholes | Lift Stations | WWTP | WTP | Potable Water Tanks

Engineered Coatings Solutions is a leader in the industry for infrastructure rehabilitation and coatings. ECS uses a variety of quality products to ensure the proper material is being used for the project. State-of-the-art equipment is utilized on the job to safeguard against application defects. All surface preparation is performed with dustless blasting equipment and the final coatings are fast curing allowing for quick turnaround times on projects.

### PROTECTIVE COATINGS SYSTEM

- Dustless media blast substrate removing all deterioration
- Repair and resurface concrete or brick substrates with HCM-25 cementitious mortar
- Apply HP-100 primer
- Apply HT-200 structural or HT-250 potable



Our products are spray-applied, fast-curing, and H<sub>2</sub>S-chemical resistant.



**References:**

City of Eustis  
Paul Shepherd  
Utilities Director  
352-516-0172  
[shepherdp@ci.eustis.fl.us](mailto:shepherdp@ci.eustis.fl.us)

City of Marco Island  
Jon Pratt  
Utilities Senior Project Manager  
239-450-2272  
[jpratt@cityofmarcoisland.com](mailto:jpratt@cityofmarcoisland.com)

City of North Port  
Drew Johnson  
C&D Field Supervisor  
941-702-1468  
[djohnson@cityofnorthport.com](mailto:djohnson@cityofnorthport.com)

City of North Port  
Michael Vuolo  
Intern Utilities Director  
941-240-8011  
[mvuolo@cityofnorthport.com](mailto:mvuolo@cityofnorthport.com)

City of Ocala  
Luis Acosta  
WWTP Supervisor  
352-572-0421  
[lacosta@ocalafl.org](mailto:lacosta@ocalafl.org)

City of Tavares  
Shannon Parrish  
Utilities Supervisor  
352-516-1624  
[sparrish@tavares.org](mailto:sparrish@tavares.org)

City of Temple Terrace  
Nathen Hale  
Deputy Director of Utilities  
813-506-6592  
[Nhale@templeterrace.com](mailto:Nhale@templeterrace.com)

City of Venice  
Jimmy Bennet  
Senior Utilities Field Supervisor  
941-232-2633  
[jebennett@venicegov.com](mailto:jebennett@venicegov.com)

City of Venice  
Tim Merritt  
Plant Supervisor  
941-809-4141  
[tmerritt@venicegov.com](mailto:tmerritt@venicegov.com)

City of Wauchula  
Todd McKinnish  
WWTP Manager  
863-559-1908  
[todd@cityofwauchula.com](mailto:todd@cityofwauchula.com)

City of Wauchula  
Barney Quackenbush  
Operations Supervisor  
[bquackenbush@cityofwauchula.com](mailto:bquackenbush@cityofwauchula.com)

DeJonge Excavating Contractors  
Andrew DeJonge  
Owner  
941-809-2537  
[ADeJonge@DeJongeExcavating.com](mailto:ADeJonge@DeJongeExcavating.com)

Innovative Contractors  
Ray D'Aiuto  
General Manager  
941-549-9300  
[rd@innovative-contractors.com](mailto:rd@innovative-contractors.com)

Sunshine Water Services  
Mike Holland  
Area Manager  
239-292-4789  
[Mike.Holland@Sunshinewater.com](mailto:Mike.Holland@Sunshinewater.com)

**TECHNICAL DATA**
**HP-100 : Primer**
**DESCRIPTION**

**HP-100 is a two component, fast curing, specifically formulated for use as a thin film concrete, steel, or fiberglass primer. HP-100's low viscosity allows it to quickly penetrate concrete substrates, providing a highly durable surface to accept specialty coatings.**

**HCM-100 FEATURES**

- Protects from Hydrogen Sulfide gases and other chemicals found in water and wastewater infrastructure
- Extremely low viscosity, will penetrate concrete for permanent bonding
- Can be applied through low pressure plural component cartridge spray systems
- Cures in 20 minutes for quick project turnaround
- Self-Leveling
- Will not shrink
- Cures down to 0° F

**PRIMARY APPLICATION**

To be used as a primer under any of ECS Coatings specialty topcoats.

**APPLICATION**

HP-100 can be applied by plural component cartridge packs and a static mixing wand or an unheated plural component proportioning unit. (1:1 by volume).

**APPLICATION RECOMMENDATIONS**

HP-100 adheres extremely well to properly prepared concrete and metal surfaces. Prior to application of material make sure that there is no loose dust, dirt, rust, grease, mold release agent, petrochemicals, wax or any material that will interfere with the bonding process.

**PHYSICAL PROPERTIES (1:1 BY VOL)**

Tensile Strength, Psi Astm D638 4500  
 Elongation, % Astm D638 6  
 Compressive Strength, Astm D695 3800

Bond Strength, Psi Astm D4541 1200  
 Hardness, Shore D Astm D2240 71

Shrinkage None  
 Solids Content, % 89  
 Viscosity, Cps, Neat 25

Pot Life @ 72° F 3 Min  
 Tack Free @ 72° F 10 Min  
 Final Cure @ 72° F 20 Min

**MIXING INSTRUCTIONS**

HP-100 is a two-component product: Dispense through a static mixing wand when using plural component pump systems. When using low or high pressure spray equipment use proper respirators. Soft, unsound, highly porous concrete may require 2-3 applications of HP-100 in order to adequately prepare the surface for installation of sealants or coatings.

**CLEAN-UP/DISPOSAL**

Cured product may be disposed of without restriction. The un-cured "A" side and "B" side components should be mixed together and disposed of in a normal manner. "Drip free" containers should be disposed of according to local, state, and federal laws.

**SHELF LIFE & STORAGE**

One year in sealed, unopened factory containers, under normal storage conditions of 55° F to 95° F.

**PACKAGING**

- One Hundred Ten Gallon Kit: 55 gallons of "A" side and 55 gallons of "B" side
- Ten Gallon Kit: 5 gallons of "A" side and 5 gallons of "B" side.
- 600 by 600 ML Cartridge Packs.

**COLOR**

Amber

**SHIPPING INFORMATION**

HP-100 can be shipped via most commercial truck lines. Please refer to the MSDS for further information.

**TECHNICAL SERVICES**

Contact ECS Coatings sales and customer support at 941-993-5923.

**WARRANTY**

The technical data and any other printed information furnished by ECS Coatings are true and accurate to the best of our knowledge. HP-100 conforms to in-house quality control procedures and should be considered free of defects. Due to the wide range of applications of this product, it is impossible to assume responsibility for any errors in regard to application, coverage, workmanship, over-spray, or injuries resulting from the use of this product. ECS Coatings makes no warranty expressed or implied, of its HP-100 product and shall not be liable for indirect or consequential damage in any event.

**TECHNICAL DATA**
**HT-200 : Structural Coating**
**DESCRIPTION**

HT-200 is a 1:1, fast-set, spray applied two-component coating. It is 100% solids and contains zero VOCs. HT-200 is ideal for the application of a structural coating system for manholes, pumping stations, headworks, channels, and other misc. wastewater infrastructure. HT-200 has very high hardness, excellent rigidity and impact resistance while maintaining good flexibility. This combination of properties yields a durable and structural finished surface that can easily be cleaned due to grease build up and holds up well to other required maintenance.

**HT-200 FEATURES**

- High flexural modulus giving the product structural characteristics and impact resistance
- Formulated with high impact resistance, to give a tough, durable finish to the final coating
- Fast-setting

**APPLICATION**

HT-200 is to be applied through a plural component, high pressure proportioning unit. Material and hose heaters should be heated to  $\geq 150^{\circ}$  F. Pressure should be a minimum of 2000 psi. If A side and B side pressures are not equal, stop spraying and examine equipment. Be sure to consult with a ECS Coatings representative for equipment and application training.

**PHYSICAL PROPERTIES**

Hardness, Shore D 70  
 Tensile Strength, psi  $>4,500$   
 Elongation, 25%  
 Impact Strength (Direct), in lbs.  $>50$   
 Flexural Modulus, psi  $>80,000$   
 Flexibility,  $180^{\circ}$  bend over 1/2 in. mandrel Pass at 40 mils

**Application Temperature**

Substrate,  $^{\circ}$ F 50 to 100  
 Ambient,  $^{\circ}$ F 50 to 100  
 Gel Time, sec @  $77^{\circ}$ F 8  
 Cure to Touch, sec @  $77^{\circ}$ F 20

**ADVANTAGES**

- 100% Solids, Meets VOC Regulations
- Structural
- Excellent Thermal Stability
- Good Resistance to a Variety of Solvents, Acids and Caustics
- Seamless, Resilient, Non-Cracking
- Excellent Corrosion Protection
- Low Perm Rate
- Cures From  $-30^{\circ}$ F to  $350^{\circ}$ F

**CLEAN-UP/DISPOSAL**

Cured product may be disposed of without restriction. The un-cured isocyanate and resin portions should be disposed of according to local, state, and federal laws.

**SHELF LIFE & STORAGE**

Six months to one year in factory delivered, unopened drums. Keep away from extreme heat, freezing, and moisture.

**PACKAGING**

HT-200 is available in 5 gallon pails, 55 gallon drums, or 275 gallon totes.

**SAFETY**

This product is for industrial use only. Avoid contact with eyes and skin. Do not inhale or ingest. When spraying, wear a respirator or a fresh air hood. Spraying indoors requires forced ventilation. Be sure to read MSDS in its entirety prior to using HT-200.



3/14/2023

**WARRANTY STATEMENT:**

Engineered Coatings Solutions, LLC ("ECS") warrants new coating applications to be free from defects in material and workmanship. The Engineered Coatings Solutions Limited Warranty ("Limited Warranty") is subject to the express terms and conditions set forth below and applies to all applications performed after the effective date of this Limited Warranty and is available to the original purchaser only and is not transferable.

**WHAT IS COVERED:**

This Limited Warranty covers new applications installed by Engineered Coatings Solutions to be free of material defects and workmanship.

**WHAT IS NOT COVERED:**

This Limited Warranty does not cover coatings or other applications that have been damaged by a party other than ECS (including acts of God, such as fire, earthquakes, hurricanes...etc.), has been misused by industry standard, or has inconsequential aesthetic imperfections that do not affect the integrity or performance of the coating. The presence of rust is indicative of a coating failure, and will be warranted for 10 years from the application date, provided that pipe/bolts/nuts haven't been altered (i.e. damaging the integrity of the coating).

**WARRANTY LENGTH:**

The length of warranty coverage is ten (10) years. The warranty period begins from the invoice date to the original purchaser.

**CONTACTING ENGINEERED COATINGS SOLUTIONS:**

Questions concerning this Limited Warranty should be addressed to the Warranty Administrator at the following address or phone number:

Engineered Coatings Solutions, LLC  
C/O Warranty Administrator (attention- John Blank)  
888 Blvd Of The Arts  
Sarasota, FL 34236, Unit #1906

[www.ecscoatings.com](http://www.ecscoatings.com)

888 Blvd of The Arts #1906  
Sarasota, FL 34236

405 E Venice Ave  
Venice, FL 34285



3/14/2023

**WARRANTY SERVICE:**

In the event that an application from ECS develops a failure within the warranty period provided above. The original purchaser must notify ECS in writing within a maximum of thirty (30) days of the discovery and before the end of the warranty period. ECS, at its sole discretion, will determine if the claim is covered by the Limited Warranty and, if so, how to proceed. This process may include having an ECS representative assess the nature of the failure, and ECS, at its sole discretion, shall provide a remedy which may be, but is not limited to the one of the following: repair, remove defect from affected area, and apply new coating, or refund the purchase price (less reasonable depreciation based upon pro-rata warranty duration). To receive warranty service, the original customer must make the facility available to ECS or any ECS authorized service agent within a reasonable time period.

**LIMITATION OF IMPLIED WARRANTIES:**

ECS makes no guarantees as to the performance, quality, or freedom of defect of any new coating application. THE LIMITED WARRANTY AND LIABILITY SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESSED OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR PARTICULAR USE, AND IN NO EVENT SHALL ECS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Some states do not allow limitations for how long an implied warranty lasts or the exclusion of incidental or consequential damages, therefore the above limitations and exclusions may not apply to you. This warranty provides specific legal rights. Other rights may be available to you, but may vary from state to state.

Customer: \_\_\_\_\_

Facility: \_\_\_\_\_

Warranty Start Date: \_\_\_\_\_





3/14/2023

ECS Authorized Signatory: \_\_\_\_\_

Printed Name: \_\_\_\_\_

## ORDINANCE NO. 2023-05

### AN ORDINANCE OF THE CITY OF BOWLING GREEN, FLORIDA PROVIDING FOR AMENDMENT TO CITY CODE TO INCORPORATE INTERNAL CODE AND MAKE ADDITIONAL CHANGES TO CITY PROCUREMENT CODE AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

**WHEREAS**, the City has two procurement policies active, one in the Code and one as an internal manual; and,

**WHEREAS**, the City Council has found inconsistencies in the two procurement guides and wishes to eliminate the inconsistencies and adopt all provisions under the City Code; and

**WHEREAS**, all City procurement officers shall now follow this one Procurement Code until amended; and

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF BOWLING GREEN, FLORIDA:**

#### **SECTION ONE. AMENDMENT TO CITY CODE TO INCORPORATE INTERNAL CODE AND MAKE ADDITIONAL CHANGES TO CITY PROCUREMENT CODE.**

The City Procurement Code, Article III is hereby amended as follows:

#### ***ARTICLE III. PURCHASING***

##### **Sec. 2-48. Centralized purchasing.**

It shall be the policy of the city to maintain a centralized purchasing department with the city manager as purchasing agent. It shall be the purchasing agent's responsibility to administer purchasing policies, institute reports necessary to permit analysis in concert with department heads, consolidate purchases of like or common items, analyze prices paid for material and equipment, and generally define how to obtain savings and to coordinate purchase procedures. The City manager shall have a spending authority of \$25,000 per procurement without vote of the City Commission, with the same or similar purchases in one year being considered one procurement for the purposes of purchasing authority. Nevertheless, even if a procurement is \$25,000 or less, the City Manager must follow the requirements of this Article.

- (a) All official requests for purchases, procurement, and acquisitions of materials, goods, equipment, and services shall be performed by or through the direct supervision of the City Manager.
- (b) No member of the staff, their family, or City Commission or their family, shall receive any benefit or profit from any contract or purchase made by The City unless the benefit or profit is first determined to not be in violation of the Florida Ethics Code.
- (c) Individual acceptance of gratuities of any value which gratuities could be reasonably thought to induce the employee or officer to select a certain vender is prohibited. If a question exists regarding gratuities or any potential conflict of interest in the purchasing process, contact the City Attorney for review.

(d) All formal contracts and formal agreements for procurement, purchasing or services shall be reviewed and approved by the City Manager, City Attorney, and the City Commission prior to execution. A written contract shall be required for any covenants or arrangements which will, or could, under any form of contingency or breach of contract action, require an outlay of more than \$10,000.00 by the City for project, or per year total in services, or in any instance when recommended by the City Attorney. Any contract not reviewed and approved in this manner shall be void. Verbal contracts are prohibited. No omissions or actions on the part of the City other than specific City Commission approval, shall be construed as a waiver of this section or the procedures in this Article.

(e) Grant or loan requirements may provide covenants that subsume or replace all provisions herein and must be followed as provided in the grant or loan documents.

### **Sec. 2-49. Commitments.**

- (a) No one other than the purchasing agent shall commit the city to any purchase vendor, or product, except by those situations contained herein.
- (b) To enable the purchasing agent to develop the best source of supply, requisitions should be submitted as far in advance of the required date as possible. Information on vendors, materials and supplies will be made available for the department's use.

### **Sec. 2-50. Gifts and gratuities.**

City employees are expressly prohibited from soliciting or accepting any rebate, money or costly entertainment, gift or gratuity from any person, company, firm or corporation to which any purchase order or contract is or might be awarded. The city may also take disciplinary action, including dismissal, against an employee who solicits or accepts gifts or gratuities.

### **Sec. 2-51. Bid deposits.**

Bid deposits, when applicable, shall be prescribed in the public notices, or bid documents when inviting bids. Unsuccessful bidders shall be entitled to return of that deposit or surety upon the expiration of time so specified. A successful bidder's failure to enter into a contract within the time specified after written notification of the bid award shall forfeit any surety deposited with the city.

### **Sec. 2-52. Performance ~~b~~Bonds.**

(a) Invitations to Bid (ITB) and Requests for Proposals (RFP) that are reasonably expected to exceed \$100,000.00 lump sum or per year total must include in the specifications a requirement for the bidder to post a 5% Bid Bond, a 100% Performance Bond.

(b) Unless prohibited by statute loan covenants or grant covenants, the Bid Bond and Performance Bond may be waived by the City Commissioners if the bid can reasonably be expected to fall between \$100,000.00 and \$200,000.00.

~~The city shall require a performance bond before entering into a bid-based construction contract, in the amount necessary to protect the best interests of the city.~~

### **Sec. 2-53. Procurement Limits.**

(a) Commodities and Services at No Cost

1) Purpose. The purpose of this procedure is for the procurement of commodities, services,

sponsorships, and endorsements, etc. at no cost to the City which may or may not involve commissions or revenue to the City as a result of the commodities or services. Examples are: Vending Machines; Public Use Copiers; micromobility rental, etc.

2) Procedure. Once the requirement has been identified and specified by a Department, the City Manager will, at his/her discretion, procure the goods and services by a means in the best interest of the City. The means will normally consist of competitive quotes, bids, proposals, etc. in accordance with the Purchasing procedures as outlined in other sections of this Article.

3) Purchases (\$0.01 To 50.00) - "Petty Cash" . When an item or service is small in cost (up to \$50.00) Departments are authorized to direct an employee to use the Petty Cash procedure to make these minor purchases with the vendor that is able to provide the best buy for the City. Prior to making a petty cash purchase, the employee should confirm the legitimacy of the type of purchase with the Department Head. After making a legitimate purchase, the employee must bring the dated proof of purchase to the authorized City Cashier or designee as soon as possible after the purchase to receive reimbursement. When reimbursement is made to the petty cash fund, items shall be listed, documented and charged to the appropriate departments.

1) For petty cash purchases, competitive prices are not required.

2) For urgent or emergency purchases, the City Manager can approve utilization of Petty Cash for purchases in excess of \$50.00 at his/her discretion, up to the City Manager's purchasing authority as provided herein.

3) Sales tax should not be paid by the City. The City tax exempt number and proof of the exemption should be used to avoid paying sales tax.

4) Disallowance - The City Manager shall have the authority to disallow any reimbursement of any purchases not made in accordance with the above procedures.

(b) Purchases (\$00.01 To \$1,000) - "Good Purchasing Practices". Purchases of commodities and services in this expenditure range must be made using buying practices that ensure the City receives the best value for its money, i.e., known vendors that have the item in stock and/or have already proven or it is highly likely that their pricing is lower than their competitors when staff time, travel time and other factors are considered.

(c) Purchases (\$1,000.01 To \$5,000) - "Verbal Quotations". Purchases of commodities and services within this expenditure range must be made by the requesting department by submitting a properly completed requisition form to the City Manager. The Requisition must include sufficient description of the item(s) to enable solicitation of competitive prices or quotes. If documented quotations have not been submitted by the requesting department along with the Requisition, the City Manager will return the request back to the department. Verbal or written prices and/or quotations will be obtained for all purchases in this category.

(d) Purchases (\$5,000.01 to \$25,000) - "Written Quotations". Purchases of commodities and services within this expenditure range must be made by submitting a properly completed Requisition to the City Manager. The Requisition must include sufficient description of the item(s) to enable solicitation of competitive quotes. At least three (3) written quotations or invoices valid for thirty (30) days will be

obtained for all purchases in this category.

(e) Purchases (over \$25,000) - Formal Competitive Process. The purpose of the following procedures is to ensure price performance through a competitive procurement process. All purchases for commodities and services made at this expenditure level must be made via one of four formal processes. The only exceptions permitted are those authorized exceptions in other sections of this Article or those approved by the City Commission with advice of the City Attorney.

1) Purchases Over \$25,000 - An Invitation To Bid (ITB) (Sealed Bid). For those cases where the specifications or performance requirements are specific in detail such as construction jobs, equipment, vehicles, etc. the formal sealed bid process can be followed.

2) Departments requiring this procedure shall submit to the City Manager a complete set of specifications detailing the goods or services, or a scope of services and performance standards for the construction required. Except in circumstances where a city contracted engineer prepares the bid package, the City Manager and City Attorney will review and complete the ITB document by adding items such as the day, date, time and place for bid openings as well as the City's insurance requirements and any other forms or notices required by the City or Florida Statutes. The City Manager will also prepare an "Invitation to Bid" advertisement to be published in a newspaper of general circulation with a bid due date no less than 30 days from the date of publication. The City Manager will also select appropriate vendors from the "Bidders List" and notify them of the Invitation to Bid.

3) Bids will be solicited by newspaper advertising at least once each week for two consecutive weeks in a newspaper of general circulation in the county, and other media out of the county as the need arises to obtain such specialized supplies or services needed to ensure the best competitive bids.

4) When bids are received at the specified time, date and place, the bid opening will be held.

5) Bids will remain sealed and be opened and read aloud in a public meeting with written (Email or postal) notice to the bidders, by the City Manager.

6) After bid opening has been completed, the City Manager (or engineers if engineers prepared bid package) shall review all bids for compliance with the specifications and select a vendor for recommendation. Vendor selection will be based on the lowest responsive bid unless specified otherwise in the Invitation To Bid, or specifically approved by the City Commission.

7) A tie bid will result in a process that uses a hierarchy of criteria to determine the winning vendor. The criteria will be in the following order:

1<sup>st</sup> - Local merchant (City, then county).

2<sup>nd</sup> - Highest ratio of favorable to unfavorable recommendations if references required in ITB.

3<sup>rd</sup> - Minority or Women Owned Business – Certified by the State of Florida or a political subdivision.

4<sup>th</sup> - Veteran Owned Business

5<sup>th</sup> - Drug Free Workplace.

6<sup>th</sup> - Other specific considerations as may be included in the published specifications.

7<sup>th</sup> - Such other considerations that are identified by normal and sound business practices.

8) Nothing in this section reduces or invalidates the City's right to reject any or all bids or any parts thereof, and to award, if an award is made, to the most responsible bidder whose bid and qualifications indicate that the award will be in the best interest of The City of Bowling Green. In determining "lowest and best responsible bidder," in addition price, the following will be considered:

- a. The ability, capacity, and skill of the bidder to perform the contract or provide the material or service required.
- b. Whether the bidder can perform the contract or provide the material or service promptly, or within the time specified, without delay or additional cost to the city.
- c. The quality of performance of previous contracts, orders, or services.
- d. The previous and existing compliance by the bidder with laws relating to the contract, order or service.
- e. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract, fill the order, or provide the service.
- g. The quality, availability and adaptability of the supplier, or contractual services to the particular use required.
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- i. The ability to meet all the requirements of the bid specifications.

9) The bids will be officially tabulated by the City Manager or designee indicating the recommended vendor. The tabulation will then be submitted to the City Commission for final approval. A copy of the tabulation will be sent to all bidders, denoting the selection of the successful vendor.

(f) Request for Proposals (RFP). The request for proposals method is acceptable for the purchase of goods and/or services costing at least \$25,000. This method is used when the City cannot specifically define the scope of work for which the goods and/or service is required, or the work requires a blend of price, method, and expertise. The vendor provides detailed information in response to the Request for Proposal and usually the purchase results in a contractual agreement. The process does allow for negotiation in the scope of requested services, price and delivery. The Request for Proposals shall be advertised in the same manner as the Invitation to Bid.

(g) Request for Qualifications (RFQ). The Request for Qualifications method is used in the acquisition of professional services costing at least \$25,000. Requests for Qualifications proposals primarily indicate information regarding the education and experience background of the proposer. Price is not to be indicated in the proposal. If the Request for Qualifications is for professional architectural, engineering,

landscaping or surveying and mapping services, then rules of Chapter 286.055 of the Florida State Statutes (Consultant's Competitive Negotiation Act – CCNA) as amended from time-to-time shall apply. The Request for Qualifications shall be advertised in the same manner as the Invitation to Bid.

(h) Other Statutory Requirements.

1) When seeking to construct or improve a public building, structure, or other public construction works that exceed a total construction cost of \$200,000, the City shall adhere to the requirements of §255.20 F.S.

2) When bidding any construction that exceeds a total construction cost of \$200,000, the City shall adhere to the requirements of §255.0525 F.S.

**Award of bid-based contracts.**

- ~~(a) The city commission will award all bids and contracts upon the recommendation of the purchasing agent, department head, or consulting engineers. The award will usually be to the lowest and best responsible bidder. When an award is recommended that is not the lowest bidder, the purchasing agent, department head, or consulting engineer shall prepare reasons and file these with other papers relating to the bids. The city commission also reserves the right to reject any or all bids.~~
- ~~(b) Bids will be solicited by newspaper advertising at least once each week for two consecutive weeks in a newspaper of general circulation in the county, and other media out of the county as the need arises to obtain such specialized supplies or services needed to ensure the best competitive bids.~~
- ~~(c) In determining "lowest and best responsible bidder," in addition price, the following will be considered:
  - ~~(1) The ability, capacity, and skill of the bidder to perform the contract or provide the material or service required.~~
  - ~~(2) Whether the bidder can perform the contract or provide the material or service promptly, or within the time specified, without delay or additional cost to the city.~~
  - ~~(3) The quality of performance of previous contracts, orders, or services.~~
  - ~~(4) The previous and existing compliance by the bidder with laws relating to the contract, order or service.~~
  - ~~(5) The character, integrity, reputation, judgment, experience and efficiency of the bidder.~~
  - ~~(6) The sufficiency of the financial resources and ability of the bidder to perform the contract, fill the order, or provide the service.~~
  - ~~(7) The quality, availability and adaptability of the supplier, or contractual services to the particular use required.~~
  - ~~(8) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.~~
  - ~~(9) The ability to meet all the requirements of the bid specifications.~~~~

**Sec. 2-54. Purchase requiring bid process.**

~~Any purchase involving expenditures of more than \$5,000.00 unless an emergency exists which involves the health and welfare of its citizens, or in the opinion of the department would inflict serious costs to the city if not acted upon immediately.~~

## Sec. 2-55. Exceptions.

In the event that the purchase price of items to be purchased is in excess of \$5,000.00 and the item can be purchased under either the state, county or federal general services administration contracts, the item may be purchased in any of the following procedures with the city commission approval:

- (a) *Sole source purchases.* A contract may be awarded, or purchase made without competition when, after conducting a good faith review of available sources, it is determined that only one vendor possesses the unique and singularly available capability to meet the requirements of the request, such as technical qualifications, ability to deliver at a particular time or there is only one (1) reasonable source for the required supply of the service, materials, equipment or construction item. The city manager, or the city manager's designee, shall conduct negotiations, as appropriate, as to price, delivery, and terms with such sole source supplier. A record of sole source purchases shall be maintained and shall list each supplier's name, the amount and type of each contract, a listing of each item purchased under each contract, and the number of each purchase order. Sole source purchases must not violate §838.22(2) F.S., and must be approved by the city commission. Purchases using state or federal grant proceeds shall require pre-approval by the grant-issuing agency.
- (b) *Cooperatives.* The city shall have the authority to purchase from and join with other units of governments in cooperative procurement ventures when the best interest of the city would be served thereby. It is standard policy of the city to cooperate with other government agencies in the purchase of commodities and services required by the city. Purchases using state or federal grant proceeds shall require pre-approval by the grant-issuing agency.
- (c) *Piggybacking.* The city shall have the authority to piggyback utilizing a contract of other government entities, including local governments, other state governments, local governments in other states, federal agencies of the United States, consortiums and any not-for-profit entity comprised of more than one such unit, if it is deemed by the city to be in the best interest of the City to do so, and provided that such contract was awarded on the basis of a competitive process substantially equivalent to those specified in state law and this code, except that purchases using state or federal grant proceeds shall require pre-approval by the grant-issuing agency.
- (d) Emergency Purchases. Competitive selection procedures are waived when the normal functioning and operation of the City would be hampered or where property, equipment or life could be endangered through unexpected circumstances by adhering to the usual purchasing procedures. A written justification of the emergency purchase must be approved by the City Manager and accompany the invoice for payment. As soon as practicable, the City Manager shall seek ratification of the purchase from the Commission.
- (e) Purchase of Used Items or Equipment. Recognizing the fact that in some cases it is more equitable to purchase used items or equipment rather than to purchase new items or equipment, authorization for the purchase of used items or equipment is to be made under the following conditions at auction or otherwise:
  - 1. A source or professional approved by the city commission who is knowledgeable about and familiar with the anticipated item to be purchased has evaluated and recommended that the item is in good condition and would be a good investment.
  - 2. It has been determined that the age of the item or equipment will not affect the ability to obtain parts or accessories.
  - 3. The availability of a warranty or service has been considered.



**~~Sec. 2-56. Purchases made not requiring bids.~~**

- ~~(a) All department heads or designated employees shall, prior to purchasing any products, supplies, etc., exceeding \$500.00, obtain a purchase order from the purchasing agent prior to any such purchase.~~
- ~~(b) Out-of-town purchases and large items should be purchased only by the purchasing agent after consulting with the department requesting such items in order to investigate availability, costs, and best possible price.~~

**~~Sec. 2-57. Sole suppliers.~~**

~~In cases of specialized equipment that a sole supplier exists for replacement and repairs, every possible effort will be made to obtain the best possible price for the city.~~

**Sec. 2-58. Exemptions from purchase order requirements.**

The following are exempt from the purchase order requirements:

- (1) Public utility bills.
- (2) Debt payments.
- (3) Postage.
- (4) Freight and express charges.
- (5) Payrolls.
- (6) Petty cash expenditures.

**~~Sec. 2-59. Reimbursement to petty cash.~~**

~~When reimbursement is made to the petty cash fund, items shall be listed, documented and charged to the appropriate departments.~~

**Sec. 2-60. Purchase orders and logs.**

The purchasing agent shall maintain a log of issued purchase orders by departments in numerical order showing date, vendor and purchase order number. Purchase orders shall be pre-numbered and prefixed by letters to indicate the department.

**Sec. 2-61. Invoices.**

When an invoice is received it shall be matched with the number of the purchasing agent's copy of the purchase order and attached to the invoice and signed by the person receiving the merchandise or services. This invoice shall then be placed in line for approval of payment by the city commission at the next ensuing commission meeting. After the approval of the invoices by the city commission, the invoices shall be presented to the accounting department for payment.

**Sec. 2-62 Procurements Pursuant To State And Federal Grants**

(a) Applicability. These procurement policies establish procedures and guidelines that shall be used for the purchase of procurement of personal property, supplies, equipment, and services related to state and federal grants and loans. All procurements shall be accomplished in compliance with applicable state and federal law. The purpose of these procedures is to facilitate the determination of the most efficient and economical means of securing commodities and services without sacrificing necessary control and good purchasing practice.

(b) Procurement Law and Regulations. Laws relative to the procurement process, in general, may be found in Chapter 287, Florida Statutes. The provisions of these procurement procedures shall not be construed to conflict with or supersede the requirements of F.S. § 287.055, 24 CFR 85.36, or any other applicable

(c) Purchasing - State or Federal laws or regulations. In regard to the procurement of commodities or services in connection with Community Development Block Grants, the U.S. Department of Housing and Urban Development (HUD) grant administration regulations relating to procurement are promulgated in Handbook 1300.17. This Handbook reprints the Office of Management and Budget (OMB) Circular A-102, Attachment 0, which pertains to procurement standards and is hereby incorporated by reference. Future state or federal regulations applicable to procurement under the CDBG Program shall supersede and/or supplement this policy.

(d) General standards.

1) Except as otherwise provided by law, procurement awards shall be made only on the basis of requirements and evaluation factors that are directly related to the price and quality of the commodities or services or the ability of the prospective supplier or contractor to perform under the agreement.

2) Procurement procedures prohibit the dividing of the procurement of a good or service into a number of smaller groups in order to avoid the more stringent requirements of a higher dollar category [refer to F.S. § 287.057(4)]. However, this provision is not to conflict with the provision of 24 CFR 85.36(e) that the sub-grantee take all necessary affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are offered the opportunity to participate to the maximum practicable extent.

(e) Competition

1) All procurement transactions will be conducted in a manner providing full and open completion consistent with standards of § 85.36 of the CDR. Some of the situations considered to be restrictive of competition include but are not limited to:

- a. Placing unreasonable requirements on firms in order for them to qualify to do business.
- b. Requiring unnecessary experience and excessive bonding.
- c. Noncompetitive pricing practices between firms or between affiliated companies.
- d. Noncompetitive awards to consultants that are on retainer contracts.
- e. Organizational conflicts of interest.
- f. Specifying only a "brand name" product instead of allowing "an equal" product to be offered.
- g. Any arbitrary action in the procurement process.

2) The inability to obtain more than one bid, price quote or proposal shall not prohibit the approval of a purchase if other prospective vendors or contractors have been given adequate notice of the procurement and an opportunity to participate, and have declined to submit bids, proposals or price quotes. The declination to submit need not be in writing.

(f) Efficiency Review.

1) The purchasing agent or designee shall review the proposed procurement to avoid unnecessary or duplicated items.

2) In order to obtain a more economical, efficient or effective purchase, consideration shall be given to:

- a. Breaking out or consolidating purchases.
- b. Lease versus purchase alternative.
- c. Interlocal agreements for purchase or use of common goods.
- d. Use of federal or state surplus property.
- e. Value engineering reviews.
- f. Use of state or federal contracts for materials and/or services.

(g) Performance review. Contracts shall specify a contract or project manager, appointed by the local governing body, to ensure that the contractor performs in accordance with the terms, conditions and specifications of its contract or purchase order.

(h) Records. Appropriate arrangement shall be made for the generation and maintenance of all files, records and documentation necessary to evidence the compliance with all requirements as delineated in this document. All procurement shall comply with this document. A complete set of records shall be maintained by the entity responsible for the procurement for a minimum of five years.

(i) Procurement classification

<b>Class</b>	<b>Range</b>	<b>Description</b>	<b>Procurement Method</b>
1	\$25 to \$5,000	Simple procurement	Pricechecks/simple purchase
2	\$5,000.00 to \$25,00	Intermediate procurement	Informal competition, written agreement
3	\$25,000.0 and over	Formal procurement	Formal competition, bids, proposals or contracts

1) Simple Procurement (not more than \$5,000). Procurement is accomplished through simple purchase. Simple procurement procedures are those relatively simple and informal procurement methods that are sound and appropriate for a procurement of supplies of other property, or services. Items or services under \$25 do not require a written price quote or documented price checks. Appropriate notation of oral price quotes should be made by phone, personal inspection, discussions with vendors, etc., to ensure the highest quality of product or service is obtained for the least cost to the procuring entity.

2) Intermediate Procurement (\$5,000.01 to \$10,000). Procurement is accomplished by obtaining three written price quotes, when possible, or through informal negotiation if the item or service is expected to cost less than \$10,000. If the actual cost exceeds \$10,000, then the procurement must go to formal procurement, as outlined in: Section C below. Files shall contain documentation of completion. No advertising is required, but all procurement shall be evidenced by a written agreement embodying all provisions and conditions of the procurement. This requirement for written agreement may be met through preparation of a letter on municipality or vendor letterhead, signed by the vendor or appropriate elected and/or appointed official or representative, stating such conditions and terms as price, number of units or purchase (e.g., ea., cs., bx., etc.) or product, delivery date or when service is to begin, point of delivery, specifications, etc. Any price quotes, warranties, guaranties, certifications or

contract shall be attached and filed.

3) Formal Procurement (required over \$10,000.). Formal procurement includes the acquisition of commodities or securi.ng services that are expected to cost \$10,000 or more, and requires formal advertising and submission of competitive sealed bids, sealed proposals, or competitive negotiations. Sealed bids are publicly solicited, and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsive bidder who conforms to or exceeds all material requirements, terms and conditions of the invitation for bids, and presents the lowest reasonable bid that meets requirements and needs. Sealed bidding shall be used unless the municipality chief, elected official or chief financial officer certifies in writing that sealed bidding is not practicable or advantageous, in which case procurement shall be based on sealed proposals, or on competitive negotiation when required by Florida Statutes.

4) The Technique of Competition Negotiation is normally conducted with more than one source submitting a proposal for services for either a fixed-price or cost-reimbursement type contract awarded. It is generally used when conditions are not appropriate for the use of sealed bids or proposals indicating fees. Florida Statutes shall determine the manner in which such negotiations are performed and the types of contractual services which are to be procured in this manner.

5) **Noncompetitive Negotiation** shall be used when other types of procurement are infeasible (see "Exceptions"),

(a) Solicitation and Award

1) Invitation for bids.

a. The invitation to bid is used when the procuring entity is capable of defining the scope of work for which a contractual service is required or when the procuring entity is capable of establishing precise specifications defining the actual commodity or group of commodities required.

b. Invitation to bid shall be a written solicitation for sealed competitive bids with the title, date, and hour of the public bid opening designated and which specifically defines the commodity, group of commodities, or services for which bids are sought. It includes instructions describing all conditions for bidding and shall be distributed (or available) to all prospective bidders simultaneously.

c. Sealed bids are required to be received at a specified place not later than a specified time and date. Failure to comply with any instructions pertinent to the delivery of such bids may result in their being rejected.

2) Request for proposals (RFP). A request for proposals (REP) shall be a written solicitation for sealed proposals with the title, date, and hour of the public opening designated. The request for proposals is used when (a) the procuring entity is incapable of specifically defining the scope of work for which the commodity, group of commodities, or contractual service is required and when it requests that a qualified offerer propose a commodity, group of commodities or contractual service to meet the specifications of the solicitation document, or (b) when quality performance is to be the primary factor for selection. With respect to competitive negotiations, a qualified offerer shall refer to the provisions of F.S. § 287.055, ES. (1989). A request for proposals includes, but is not limited to, general information, applicable laws and rules, functional, or general specifications, statement of work, proposal instructions,

and evaluation criteria. Requests for proposals shall state the relative importance of price and any other evaluation criteria.

3) Advertising The advertisement must be written in a clear, concise manner and in a way which would optimize competitive bidding. The advertisement shall contain at least the following minimum information:

- a. Time, date and location for receiving and opening bids or proposals (the date shall not be less than 10 days after the final advertisement is published).
- b. General description of the commodity or item being requested.
- c. Where and how a package of detailed specifications, rating sheets, bid forms (if applicable), and other relevant information may be obtained.
- d. State or federal contract number, if applicable.
- e. Other information relevant to the evaluation and award or required bylaw.

4) The request shall be advertised in at least one regular newspaper published daily in the closest large city (population greater than 50,000). The advertisement shall, as a minimum, allow 10 days for response, with two weeks preferable.

5) Sealed bids or sealed proposals will be received at any time during normal working hours prior to the time and date as specified. Each proposal shall be annotated with the time and date received. The bids or proposals shall be placed in the applicable file and publicly opened and read at the time designated for the bid opening.

6) Evaluation. The contract shall be awarded to the lowest responsible and responsive bidder or proposer whose bid or proposal most likely completely meets the requirements and criteria set forth in the invitation for bids or request for proposals.

a. The term "responsible bidder or proposer" refers to the capability of a vendor or contractor to perform fully all aspects of the contract. Financial capability, integrity, and reliability of the bidder or proposer, all of which tend to ensure good faith performance, shall be criteria in evaluation of whether the bidder or proposer is responsible.

b. Evaluation criteria and requirements for bids set forth in the invitation for bids shall be used to determine the most responsible bidder. A technical review shall be performed on proposals in the following manner. A subjective ranging of bids or proposals by a majority of the elected officials, or by persons selected by the body to act on its behalf, shall be utilized as a method of selection. Award shall be made to the responsible individual whose proposal is considered most advantageous to the program, with price and other factors considered.

c. In procuring services for grant administration, evaluation of vendors or service suppliers shall include a rating for proven track record and sound reputation; adequate financial strength; high ethical standards; and a record of adhering to specifications, of maintaining shipping or service delivery

scheduled, and of giving a full measure of service. Consideration may also be included in the prospective contractor's records of past performance and experience as a potential criterion.

d. All bidders will be notified that they were not selected for award of contract as soon as possible following the evaluation and decision process.

7) Multiple service awards. Vendors of service suppliers will be considered for multiple sources of supply or multiple services when it can be demonstrated that such vendors or service suppliers either are sole sources of the services or are the responsive proposer whose proposal is determined in writing as a result of a competitive process to be the most advantageous to local government. For each service listed in F.S. § 290.047(5), 1989, when included in a multiple service contract, written determination of the need for a multiple service contract and the supporting documentation shall be maintained on file with the subgrantee. Any or all bids or proposals may be rejected where there are sound documented business reasons which are in the best interest of the procurer. Records of all proceedings for selection and/or rejection shall be maintained.

(b) Exceptions. The noncompetitive negotiation method of procurement is solicitation of a proposal from only one source if, after solicitation of a number of sources (documented), competition is determined inadequate [refer to 24 CFR 85.36(d)(4)].

1) When procurement or award of contract is infeasible under simple or intermediate procurement or thorough formal (sealed bid) competition; and

2) Under one of the following circumstances:

a. The item is available only from a single source; or

b. Public exigency or emergency exists such that the urgency for the requirement will not permit a delay incident to competitive bidding; or

c. In the case where grant funds are being used, the federal or state (whichever is more stringent) grantor agency authorized noncompetitive negotiations; or

d. After solicitation of a number of sources, competition is determined inadequate; or (S) The contract item is available under a State of Florida contract.

3) Emergency purchases of up to \$10,000 shall be authorized by the purchasing agent when, based on his/her decision, the delay incurred by following the normal procurement requirements would not be in the best interests of the City.

(c) Affirmative action/equal opportunity.

1) The City is committed to eliminating discrimination based upon race, color, sex, national origin, familial status, age, or physical handicap. In grant programs, the City will comply with requirements of Section 3 (use of the project area), Equal Employment Opportunity on Federally Assisted Construction Contracts, and Executive Order 11624 (Minority Business). Notice of the policy will be placed in plain sight on the job location for the benefit of interested parties, and all contractors and subcontractors will be so notified. Equal opportunity posters will be displayed as required.

2) An Equal Opportunity Officer will be appointed by the Commission. Duties will include coordinating local efforts in recruiting employees and soliciting bids, resolving complaints, and submitting required reports.

3) The City will encourage the employment of local residents, especially those who have low to moderate income, and those who are female and/or of a minority racial/ethnic classification. This will be accomplished through the following methods for employment and hiring:

a. All employment opportunities will be publicly advertised, including the "equal opportunity employer" designation unless an internal promotion or upward mobility situation exists.

b. When appropriate, notification of employment opportunities will be issued to organizations such as local schools, the employment centers, minority organizations and social service agencies who may refer qualified applicants.

c. Recruitment practices, including those described in Subsection C(1) and (2) will be conducted in such a way as to include qualified minorities and females in all levels of responsibility and departments, in percentage to the general population and/or available work force, to the maximum practical extent.

d. When applicants are equally qualified in all other areas, preference will be given to hiring minorities and females in furtherance of the goals expressed above.

4) In accordance with the 1989 State Fair Housing Act (F.S. § 760.20 et seq.), the municipality and any contractors hired with CDBG funds shall not discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, national origin, sex, handicap, familial status, age, or religion. (Refer to Section 12.13 "Protests" for the complaint procedure).

(d) Contracts. All contracts procured with state or federal funds shall contain applicable provisions as required by F.S. § 287.058, Florida administrative rule, federal law, regulation or executive order. Provisions shall include, but not be limited to, such requirements as bonding, equal opportunity, contract termination, record retention, public access to records, reporting, remedies for breach, conflict of interest, labor standards compliance, pre- and post-audit requirements, and compliance with environmental laws. As required by, § F.S. 287.055, the City shall conduct a cost analysis on all contracts covered by the statute, as well as all contracts that will be awarded on a single bid or proposal.

(e) Code of conduct

1) No employee, officer or agent of the procuring entity shall participate in the selection, award or procurement of an application, administration, engineering or construction contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when (a) the employee, officer or agent, (b) any member of his immediate family, (c) his or her partner, or (d) an organization which employs, or is about to employ, any of the above will receive a financial or other direct benefit of CDBG funds from the contract award. In any of these cases, the employee, officer or agent will abstain from voting on the award.

2) Officers, employees and agents of the procuring entity will neither solicit gratuities, favor anything of monetary value, nor accept any unsolicited gratuity, favor or gift valued above \$25 from contractors or potential contractors, or parties to sub agreements.

3) Violation of this policy shall be subject to penalties, sanctions or other disciplinary action as permitted by state or local law. Upon conviction in a state court of competent authority, a violator may be found guilty of a first-degree misdemeanor, punishable as provided in F.S. § 775.082 or 775.083.

(f) Protests. Objection to procurement shall be issued, in writing, to the chief elected official within five working days of purchase or selection to purchase under contract. A response shall be issued to the objecting party within five working days. An objection shall be considered valid only if it discloses a violation of this policy.

**1) For employment discrimination, contact:**

The U.S. Equal Employment Opportunity Commission  
2401 E Street, NW  
Washington, DC 20507  
1-800-872-3362

**2) For housing discrimination, contact:**

Florida Commission on Human Relations  
325 John Knox Road, Bldg. F, Suite 240 Tallahassee, Florida 32303  
1-800-342-8170

**Sec. 2-62. Grant program provisions.**

Positive efforts will be made to use small/minority-owned businesses on all grant programs of the city. Additional procurement policies required by governmental grant programs shall be used in conjunction with these policies, and in case of conflict the governmental guideline of the grantor shall prevail.

**SECTION 2. SEVERABILITY.** It is the declared intent of the City Commission that, should any section or provision of this Ordinance or any portion thereof; the deletion of which would not adversely affect (in the general sense) the remainder, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof; other than the part declared to be invalid, and in doing so, the court shall attempt to adhere to the legislative intent.

**SECTION 3. CONFLICTS.** All ordinances or parts of ordinances in express conflict with any of the provisions of this Ordinance, which cannot be harmonized by interpretation considering the intent of this Ordinance are hereby repealed.

**SECTION 4. EFFECTIVE DATE.**

This Ordinance shall take effect immediately upon passage.

=====

This Ordinance was read for the first time at the Regular Meeting of the City Commission held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The vote was as follows:



	Yes	No	Abstain	Absent
Commissioner/Mayor Jones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Fite	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Lunn	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Durastanti	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Arreola	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The final reading was held on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at a regular  special  session of the City Commission, and this Ordinance was adopted  rejected . The vote was as follows:

	Yes	No	Abstain	Absent
Commissioner/Mayor Jones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Fite	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Lunn	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Durastanti	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Arreola	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**ATTEST:**

**CITY OF BOWLING GREEN, FLORIDA**

\_\_\_\_\_  
Katherin Kinzel, City Clerk

\_\_\_\_\_  
N’Kosi Jones, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gerald T. Buhr, City Attorney

**CITY OF BOWLING GREEN**

**General Ledger**

4/6/2023 3:48pm

General Fund (01)

For the Fiscal Year 2023 Periods 1-6 Ending March 31, 2023

							Debit	Credit	
01-00-3472 Miscellaneous Recreation							Beginning Balance		0.00
Trans action	Src	Typ	Date	Document Number	PO/Ref Number	Payor/ Vendor	Description	Debit	Credit
40952	GL	GJ	10/07/22	suncoast Ff			Fall Festival donation	0.00	100.00
40956	GL	GJ	10/07/22	FNB donati			FNB fall festival donation	0.00	250.00
40989	GL	GJ	10/11/22	rec committ			sponshership - Chistopher	0.00	50.00
40991	GL	GJ	10/12/22	Rec Com			Recreation vedor sign up	0.00	25.00
40992	GL	GJ	10/12/22	vendor			vendor registration	0.00	25.00
41020	GL	GJ	10/17/22	vendors			vendor registrations fee for fall festival	0.00	75.00
41021	GL	GJ	10/17/22	fall festival			Fall festival event	0.00	285.00
41022	GL	GJ	10/17/22	petty cash			return of petty cash - Recreation	0.00	50.00
41024	GL	GJ	10/17/22	vender			vender registration fee fall festival	0.00	25.00
41025	GL	GJ	10/17/22	change ret			change return from 100.00 petty for cakes	0.00	8.29
41211	GL	GJ	10/31/22	donations			Donations received in September	0.00	500.00
41251	GL	GJ	11/02/22	returned			Returned hotdog buns from the Fall Festival	0.00	48.58
41327	GL	GJ	11/14/22	Rec com.			Donation from Health Dept for Rec Committee	0.00	500.00
41331	GL	GJ	11/15/22	mosaic don			Mosaic donation for food catering - Employee Christmas party expenses	0.00	1,000.00
41463	GL	GJ	11/28/22	vendor			vendor fee for Christmas event	0.00	25.00
41464	GL	GJ	11/28/22	vendors			vendor fee for Christmas event	0.00	75.00
41492	GL	GJ	11/30/22	Parade reg			Christmas parade registrations	0.00	111.00
41551	GL	GJ	12/06/22	parade reg			vendor and parade registrations	0.00	216.00
41560	GL	GJ	12/08/22	parade			Christmas parade registrations	0.00	50.00
41676	GL	GJ	12/14/22	parade reg			Christmas parade registrations	0.00	157.00
41678	GL	GJ	12/14/22	petty cash			return of petty cash	0.00	40.00
41679	GL	GJ	12/14/22	parade sale			parade vendor sales	0.00	43.00
41952	GL	GJ	01/13/23	vendor reg			vendor registration fee for Black History event	0.00	25.00
42115	GL	GJ	01/30/23	boots & pe			PRECO sponsr-Boots and Pearls	0.00	1,000.00
42116	GL	GJ	01/30/23	Rec event			Black History Recreation Event donation	0.00	50.00
42171	GL	GJ	02/07/23	rec event			Black History event	0.00	100.00
42171	GL	GJ	02/07/23	rec event			Black History event	0.00	10.00
42250	GL	GJ	02/10/23	black histor			Black History Event	0.00	75.00
42254	GL	GJ	02/13/23	petty cash			return of petty cash from event	0.00	40.00
42255	GL	GJ	02/13/23	movie night			movie night event sales	0.00	189.50
42309	GL	GJ	02/13/23	donation			Donation for the Black History Celebration	0.00	150.00
42364	GL	GJ	02/22/23	B&P tickets			6 raffle tickets for boots and pearls	0.00	50.00
42365	GL	GJ	02/22/23	rec donatio			Donation for Black History event	0.00	20.00
42384	GL	GJ	02/24/23	boots and p			Southern Corrosion Boots and Pearls sponsor	0.00	500.00
42388	GL	GJ	02/27/23	rec event			Black history event sales	0.00	73.00
42412	GL	GJ	02/28/23	park bench			Memorial park bench tomas Garcia	0.00	1,000.00
42415	GL	GJ	03/01/23	rec benche			Memorial Park benches - Veronica Fabila	0.00	1,000.00
42416	GL	GJ	02/28/23	Feb back e			February bank entries	0.00	180.00
42416	GL	GJ	02/28/23	Feb back e			February bank entries	0.00	25.00
42428	GL	GJ	03/02/23	circus ticket			purchase circus tickets	0.00	40.00
42478	GL	GJ	03/06/23	circus ticket			Circus tickets sold	0.00	60.00
42479	GL	GJ	03/06/23	circus even			Circus event concession sales- 1st day	0.00	65.00
42480	GL	GJ	03/06/23	circus even			circus 2nd day concession sales	0.00	143.00
42483	GL	GJ	03/06/23	circus ticket			PNP purchase of circus tickets	0.00	40.00
42551	GL	GJ	03/08/23	bench			urchase of memorial bench - Sam fite	0.00	1,000.00
42593	GL	GJ	03/17/23	recreation			Boots and Pearls event sponsor - Doyle Carlton	0.00	2,500.00

**CITY OF BOWLING GREEN**

**General Ledger**

4/6/2023 3:48pm

*General Fund (01)*

*For the Fiscal Year 2023 Periods 1-6 Ending March 31, 2023*

42594	GL	GJ	03/17/23	recreation	Movie night in the park - Grease	0.00	341.25
42622	GL	GJ	03/17/23	sponsorshi	Sean Marks - Boots and Pearls Sponsor	0.00	5,000.00
42627	GL	GJ	03/20/23	bench	Park Memorial bench - N'kosi Jones	0.00	1,000.00
42643	GL	GJ	03/21/23	deposit	change from the purchase of strawberries	0.00	10.00
42726	GL	GJ	03/27/23	Boots & Pe	credit card payment for Fotiline for Boots and Pearls sponsorship	0.00	500.00
42728	GL	GJ	03/27/23	deposit ref	deposit returned from Amerimonte, LLC. Deposit into recreation account	0.00	2,000.00
<b>Ending Balance</b>							<b>20,845.62</b>
<b>Total Debits and Credits</b>						<b>0.00</b>	<b>20,845.62</b>
<b>Grand Total Debits and Credits</b>						<b>0.00</b>	<b>20,845.62</b>

42416	GL	GJ	02/28/23	Feb back entries		February bank entries	25.00	25.00
42428	GL	GJ	03/02/23	circus tickets		purchase circus tickets	40.00	40.00
42478	GL	GJ	03/06/23	circus tickets		Circus tickets sold	60.00	60.00
42479	GL	GJ	03/06/23	circus event		Circus event concession sales- 1st day	65.00	65.00
42480	GL	GJ	03/06/23	circus event		circus 2nd day concession sales	143.00	143.00
42483	GL	GJ	03/06/23	circus tickets		PNP purchase of circus tickets	40.00	40.00
42551	GL	GJ	03/08/23	bench		urchase of memorial bench - Sam fite	1,000.00	1,000.00
42593	GL	GJ	03/17/23	recreation		Boots and Pearls event sponsor - Doyle Carlton	2,500.00	2,500.00
42594	GL	GJ	03/17/23	recreation		Movie night in the park - Grease	341.25	341.25
42622	GL	GJ	03/17/23	sponsorship		Sean Marks - Boots and Pearls Sponsor	5,000.00	5,000.00
42627	GL	GJ	03/20/23	bench		Park Memorial bench - N'kosi Jones	1,000.00	1,000.00
42643	GL	GJ	03/21/23	deposit		change from the purchase of strawberries	10.00	10.00
42726	GL	GJ	03/27/23	Boots & Pearls		credit card payment for Fotiline for Boots and Pearls sponsorship	500.00	500.00
42728	GL	GJ	03/27/23	deposit ref		deposit returned from Amerimonte, LLC. Deposit into recreation account	2,000.00	2,000.00

TOTAL for MARCH \$12,724.25



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CITY OF

104 East Main Street  
Bowling Green, FL 33834

# Bowling Green

PHONE: 863-375-2255  
FAX: 863-375-3362  
<https://www.bowlinggreenfl.org>

## Project Request/Updates

- **Enterprise Rental**

5- 2023 Dodge Rams 1500 Classic Tradesman 4x2 Regular Cab 8 ft. box 140 in. WB  
3/17/2023 shipped ETA approximately 1 or 2 months

- **Standard Engineering Specifications**

City Attorney Buhr has previously asked Pennoni to consider developing/reviewing standard engineering specifications that developers would be required to follow. Currently the City does not have any in place. Would likely adopt/follow other local municipality specifications such as Polk County or City of San Antonio (City attorney Buhr suggested these).

- **Bowling Green Welcome Sign -**

Could purchase this from the tower rental money

- **4 of the dedication benches sold and in process of ordering.**

- **New Employee - Cara Sneider**

- **Public works- would like to contract the part time open position as a need basis thru a temp program, and utilize that money toward a raise getting 3 hourly to \$15.00 an hour.**

- **Approve Candace Torress new title "Community Programs Marketing Coordinator". Grants, marketing, public outreach, assisting directly with recreation committee, Address long term issues in the City and finds solutions to include grants or contacting the correct responsible party. Assistant to City Manager**

Appropriations - visit to Tallahassee

Pamela Durrance, City Manager  
Katherin Kinzel, City Clerk Director



Gerald Buhr, City Attorney  
John Scheel, Police Chief

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CITY OF

104 East Main Street  
Bowling Green, FL 33834

# Bowling Green

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CITY OF BOWLING GREEN

General Ledger

Enterprise Fund (40)

For the Fiscal Year 2023 Periods 1-12 Ending September 30, 2023

*ARPA*

							Debit	Credit	
							Beginning Balance	0.00	
Trans action	Src	Typ	Date	Document Number	PO/Ref Number	Payor/ Vendor	Description	Debit	Credit
40946	AP	IN	10/06/22	10072022		82-City of BG Payroll Account	payroll reimbursement	128.00	0.00
41007	AP	IN	10/14/22	1014		82-City of BG Payroll Account	payroll reimbursement	284.25	0.00
41129	AP	IN	10/20/22	102122		82-City of BG Payroll Account	payroll reimbursement	253.25	0.00
41196	AP	IN	10/28/22	828146891		650-Motorola Solutions, Inc	PD radios	676.34	0.00
41204	AP	IN	10/28/22	1028		82-City of BG Payroll Account	payroll reimbursement	259.50	0.00
41269	AP	IN	11/04/22	11042022		82-City of BG Payroll Account	payroll reimbursement	268.00	0.00
41310	AP	IN	11/09/22	1110		82-City of BG Payroll Account	payroll reimbursement	270.00	0.00
41375	AP	IN	11/17/22	11182022		82-City of BG Payroll Account	payroll reimbursement	198.50	0.00
41452	AP	IN	11/23/22	1125		82-City of BG Payroll Account	payroll reimbursement	273.25	0.00
41481	AP	IN	11/29/22	14SC08265		723-Ring Power Corporation	purchase of backhoe	116,874.00	0.00
41504	AP	IN	12/01/22	120222		82-City of BG Payroll Account	payroll reimbursement	166.75	0.00
41593	AP	IN	12/08/22	1292022		82-City of BG Payroll Account	payroll reimbursement	254.75	0.00
41692	AP	IN	12/15/22	1216		82-City of BG Payroll Account	payroll reimbursment	244.25	0.00
41740	AP	IN	12/22/22	122222		82-City of BG Payroll Account	payroll reimbursement	256.25	0.00
41819	AP	IN	12/30/22	123022		82-City of BG Payroll Account	payroll reimbursment	160.25	0.00
41855	AP	IN	01/05/23	010623		82-City of BG Payroll Account	payroll reimbursement	173.50	0.00
41943	AP	IN	01/12/23	01132023		82-City of BG Payroll Account	payroll reimbursement	254.50	0.00
42014	AP	IN	01/19/23	1202023		82-City of BG Payroll Account	payroll reimbursement	267.25	0.00
42102	AP	IN	01/26/23	01272023		82-City of BG Payroll Account	payroll reimbursment	247.25	0.00
42155	AP	IN	02/02/23	020323		82-City of BG Payroll Account	payroll reimbursement	268.00	0.00
42241	AP	IN	02/09/23	021023		82-City of BG Payroll Account	payroll reimbursement	242.25	0.00
42286	AP	IN	02/13/23	5952817		911-Fortiline, Inc.	new electronic meters	207,545.00	0.00
42324	AP	IN	02/16/23	02172023		82-City of BG Payroll Account	City of BG Payroll Account	252.25	0.00
42372	AP	IN	02/23/23	02242023		82-City of BG Payroll Account	Payroll Reimbursement	222.75	0.00
42425	AP	IN	03/02/23	3323		82-City of BG Payroll Account	payroll reimbursement	255.50	0.00
42544	AP	IN	03/07/23	99003957		922-Kamstrup Water Metering	software for new meters	7,636.00	0.00
42569	AP	IN	03/09/23	03092023		82-City of BG Payroll Account	Payroll Reimbursment	272.75	0.00
42607	AP	IN	03/17/23	31723		82-City of BG Payroll Account	payroll reimbursement	223.25	0.00
42681	AP	IN	03/23/23	32423		82-City of BG Payroll Account	payroll reimbursement	224.75	0.00
42744	AP	IN	03/30/23	03312023		82-City of BG Payroll Account	payroll reimbursement	227.25	0.00
<b>Ending Balance</b>							338,879.59		

*in account total*

*\$609,415.00*

**Total Debits and Credits 338,879.59 0.00**

**Grand Total Debits and Credits 338,879.59 0.00**

*245,633.06  
NEED*

*total projects total to  
NEEDED TO PAY FOR projects  
total of all open projects  
Spent \$822,621.47*

*To be paid For screwpress  
\$293,243.06 +  
\$500,000.00 construction*

*To be paid For meters  
\$57,805.00*

*To be paid salary \$4000.00*

*payroll \$23,866.00  
PD Radios \$38,674.43  
Screwpress \$36,287.80  
meters \$215,181.00  
garbage truck \$306,462.00  
garbage cans \$85,276.00  
Backhoe \$116,874.00  
FEMA*

CITY OF BOWLING GREEN

General Ledger

Enterprise Fund (40)

For the Fiscal Year 2022 Periods 1-12 Ending September 30, 2022

40-80-5109 ARPA grant							Beginning Balance	Debit	Credit
								0.00	
Trans action	Src	Typ	Date	Document Number	PO/Ref Number	Payor/ Vendor	Description	Debit	Credit
38256	AP	IN	01/06/22	01722		82-City of BG Payroll Account	payroll reimbursement	488.25	0.00
38348	AP	IN	01/13/22	1142022		82-City of BG Payroll Account	payroll reimbursement	535.00	0.00
38405	AP	IN	01/20/22	1212022		82-City of BG Payroll Account	payroll reimbursement	521.75	0.00
38500	AP	IN	01/27/22	01282022		82-City of BG Payroll Account	Payroll Reimbursement	528.25	0.00
38600	AP	IN	02/04/22	02/04/2022		82-City of BG Payroll Account	Payroll Reimbursement	531.75	0.00
38655	AP	IN	02/11/22	02112022		82-City of BG Payroll Account	Payroll Reimbursement	525.75	0.00
38715	AP	IN	02/17/22	02182022		82-City of BG Payroll Account	Payroll Reimbursement	536.00	0.00
38783	AP	IN	02/24/22	02252022		82-City of BG Payroll Account	Payroll Reimbursement	525.00	0.00
38853	AP	IN	03/03/22	03042022		82-City of BG Payroll Account	Payroll Reimbursement	360.75	0.00
38949	AP	IN	03/11/22	03112022		82-City of BG Payroll Account	Payroll Reimbursement	690.00	0.00
39017	AP	IN	03/18/22	03182022		82-City of BG Payroll Account	Payroll Reimbursement	391.00	0.00
39090	AP	IN	03/24/22	03252022		82-City of BG Payroll Account	Payroll Reimbursement	703.25	0.00
39146	AP	IN	03/31/22	04012022		82-City of BG Payroll Account	Payroll Reimbursement	375.50	0.00
39236	AP	IN	04/08/22	04082022		82-City of BG Payroll Account	Payroll Reimbursement	679.75	0.00
39310	AP	IN	04/14/22	04152022		82-City of BG Payroll Account	payroll reimbursement	349.50	0.00
39336	AP	IN	04/20/22	04222022		82-City of BG Payroll Account	Payroll Reimbursement	579.00	0.00
39398	AP	IN	04/27/22	20INV0001		453-WASTEQUIP	96 gallon garbage cans	85,276.24	0.00
39413	AP	IN	04/29/22	4292022		82-City of BG Payroll Account	payroll reimbursement	337.00	0.00
39479	AP	IN	05/05/22	828136419		650-Motorola Solutions, Inc	portable radios for PD	33,137.37	0.00
39488	AP	IN	05/05/22	05062022		82-City of BG Payroll Account	payroll reimbursement	598.50	0.00
39527	AP	IN	05/12/22	513		82-City of BG Payroll Account	payroll reimbursement	399.75	0.00
39600	AP	IN	05/19/22	52022		82-City of BG Payroll Account	payroll reimbursement	703.75	0.00
39639	AP	IN	05/20/22	823036826	1565	650-Motorola Solutions, Inc	pd radio programming and technical assistance	998.00	0.00
39681	AP	IN	05/26/22	05272022		82-City of BG Payroll Account	payroll reimbursement	383.00	0.00
39724	AP	IN	06/03/22	06032022		82-City of BG Payroll Account	Payroll Reimbursement	638.25	0.00
39777	AP	IN	06/09/22	11866		875-NEXTRAN TRUCK CENT	2023 Mack Garbage Truck	306,462.00	0.00
39795	AP	IN	06/09/22	06102022		82-City of BG Payroll Account	payroll reimbursement	376.25	0.00
39869	AP	IN	06/17/22	06172022		82-City of BG Payroll Account	payroll reimbursement	668.25	0.00
39870	AP	IN	06/17/22	06172022		876-Ekoton USA Corporation	10% for screwpress	32,574.31	0.00
39896	AP	IN	06/23/22	62422		82-City of BG Payroll Account	payroll reimbursement	372.00	0.00
39980	AP	IN	06/30/22	07012022		82-City of BG Payroll Account	payroll reimbursement	623.75	0.00
40057	AP	IN	07/08/22	07082022		82-City of BG Payroll Account	payroll reimbursement	282.00	0.00
40139	AP	IN	07/15/22	07152022		82-City of BG Payroll Account	payroll reimbursement	719.00	0.00
40175	AP	IN	07/22/22	07222022		82-City of BG Payroll Account	Payroll Reimbursement	376.50	0.00
40218	AP	IN	07/25/22	21998132		383-KIMLEY HORN & ASSO	dewatering unit eval	2,313.49	0.00
40253	AP	IN	07/28/22	07292022		82-City of BG Payroll Account	payroll reimbursement	300.25	0.00
40260	AP	IN	07/28/22	828141981		650-Motorola Solutions, Inc	police radios	2,963.22	0.00
40358	AP	IN	08/04/22	08052022		82-City of BG Payroll Account	payroll reimbursement	309.75	0.00
40420	AP	IN	08/11/22	08122022		82-City of BG Payroll Account	payroll reimbursement	325.00	0.00
40462	AP	IN	08/15/22	828143102		650-Motorola Solutions, Inc	police radios	899.50	0.00
40487	AP	IN	08/18/22	08192022		82-City of BG Payroll Account	payroll reimbursement	297.25	0.00
40508	AP	IN	08/23/22	046214018-		383-KIMLEY HORN & ASSO	preliminary bidding, construction plans, bidding and award for sludge dewatering	1,400.00	0.00
40542	AP	IN	08/26/22	08262022		82-City of BG Payroll Account	payroll reimbursement	315.00	0.00
40613	AP	IN	09/01/22	922022		82-City of BG Payroll Account	payroll reimbursement	288.00	0.00
40719	AP	IN	09/08/22	992022		82-City of BG Payroll Account	payroll reimbursement	225.00	0.00
40766	AP	IN	09/15/22	9152022		82-City of BG Payroll Account	payroll reimbursement	287.50	0.00
40834	AP	IN	09/22/22	92322		82-City of BG Payroll Account	payroll reimbursement	256.75	0.00
40884	AP	IN	09/29/22	930		82-City of BG Payroll Account	payroll reimbursement	314.75	0.00
42114	GL	GJ	09/30/22	YE GE 202			Year end journal Entries 9/30/2022	0.00	339,036.31
42114	GL	GJ	09/30/22	YE GE 202			Year end journal Entries 9/30/2022	0.00	33,137.37



CITY OF BOWLING GREEN

General Ledger

3/31/2023 11:27am

Enterprise Fund (40)

For the Fiscal Year 2022 Periods 1-12 Ending September 30, 2022

42114	GL	GJ	09/30/22	YE	GE	202	Year end journal Entries 9/30/2022	0.00	17,717.76
42114	GL	GJ	09/30/22	YE	GE	202	Year end journal Entries 9/30/2022	0.00	85,276.24
42114	GL	GJ	09/30/22	YE	GE	202	Year end journal Entries 9/30/2022	0.00	8,574.20
<b>Ending Balance</b>								<b>0.00</b>	
<b>Total Debits and Credits</b>								<b>483,741.88</b>	<b>483,741.88</b>
<b>Grand Total Debits and Credits</b>								<b>483,741.88</b>	<b>483,741.88</b>

Now

\$16,100.00 GF

Tower Rental

last year

\$63,138.90 GF



TUFFAK® SL vandal cover in front of the LED display protects from impacts, graffiti and the sun.

**Stewart Signs**  
ONE SIGN. ONE COMPANY

1-800-237-3928 [stewartsigns.com](http://stewartsigns.com)

TekStar Color 20mm 32x112  
Cabinet 5' x 8'

Sk: 1005054-1 Cust: 1748881  
10/20/2022 F/aVasquez PROPOSAL  
Scale: 5/8"=1' Cabinet Color: Spartan Bronze

Signature \_\_\_\_\_

Date \_\_\_\_\_



This custom artwork is not intended to provide an exact match for ink, vinyl, paint, or LED color. Signs are designed for an illuminated graphic and art is based off of this premise. Non-illumination during daylight hours may result in graphics of varying appearance. Brickwork and masonry are not included in the proposal with the exception of Cornerstone products. Measurements shown are approximations; final product dimensions may vary. LED images shown are simulated to replicate optimum viewing distance. **Original design, do not duplicate.**

# SignCommand®

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Sign owners have told us that they want sign software that's easy to use and can be accessed from any device. Software with powerful editing and scheduling capabilities, built from the ground-up with security in mind. Software that just works and requires no installation or complex network setup.

Introducing SignCommand, the next generation in LED sign control. From a built-in library of video clips to easy collaboration with other users, your sign message will become a powerful voice for your organization. Get more from your sign with the power of the cloud!



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Works across all **operating systems**, only a web browser required!

Learn more at [stewartsigns.com/software](http://stewartsigns.com/software)



## Access From Anywhere

Search, preview and add from our expanding graphics library optimized for use on signs, right inside the application.



## The Media You Need

Access an expanding library of video clips and animations that are optimized for use on signs.



## Your Message, On Your Time

Advanced scheduling options allow for highly customized messages based on date and time



## Eye-Catching Special Effects

Many built-in effects will increase interest and attention in your sign message.



## Delivering Peace-of-Mind

Offering features like two-factor authentication, it's built from the ground-up with a focus on the security of your sign and its message.



## A Network of Support

Remote diagnostics & monitoring allow us to fix existing problems and prevent future ones.



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# Why UL Listing Matters

Learn more at [stewartsigns.com/why-ul](http://stewartsigns.com/why-ul)

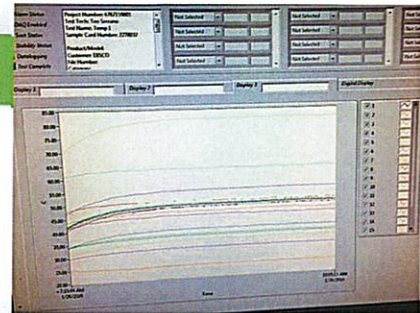
Founded in 1894, Underwriter Laboratories is the standard in America for **safety and quality assurance**. Our full products undergo **thorough and rigorous testing** in these independent facilities. This commitment to quality allows us to provide some of the best warranties in the business, and helps to ensure that **your sign is safe** regardless of electrical and environmental conditions.

- UL engineers validate, test and certify our products down to the component level.
- Failure testing is conducted where parts such as fans are intentionally disabled.
- Our complete signs are tested as a whole, not just individual components.
- Production facilities require inspection by UL engineers for certification.
- ETL, MET and others are not equivalent. UL is considered the authority by all.



Spark and combustibility testing

LOOK FOR THESE SYMBOLS ON YOUR ELECTRIC SIGN!



Internal temperature testing

# Why FCC Compliance Matters

Learn more at [stewartsigns.com/why-fcc](http://stewartsigns.com/why-fcc)

The Federal Communications Commission regulates devices that emit radio waves. Unregulated signs **may cause interference** with emergency services, traffic or train control systems, and other vital communication. The FCC has the authority to **shut down non-compliant signs** should they interfere with these systems. Be sure to **protect your investment** by working with a sign manufacturer that is FCC compliant!

- All of our electronic signs are tested by an FCC-recognized, accredited laboratory.
- Radio frequencies are analyzed to ensure that they are below an acceptable level.
- Re-testing is required for all product changes and new products.
- Operating an unregulated sign may cause harmful interference in your area.
- Ensure that your new sign complies with FCC Part 15 standards.



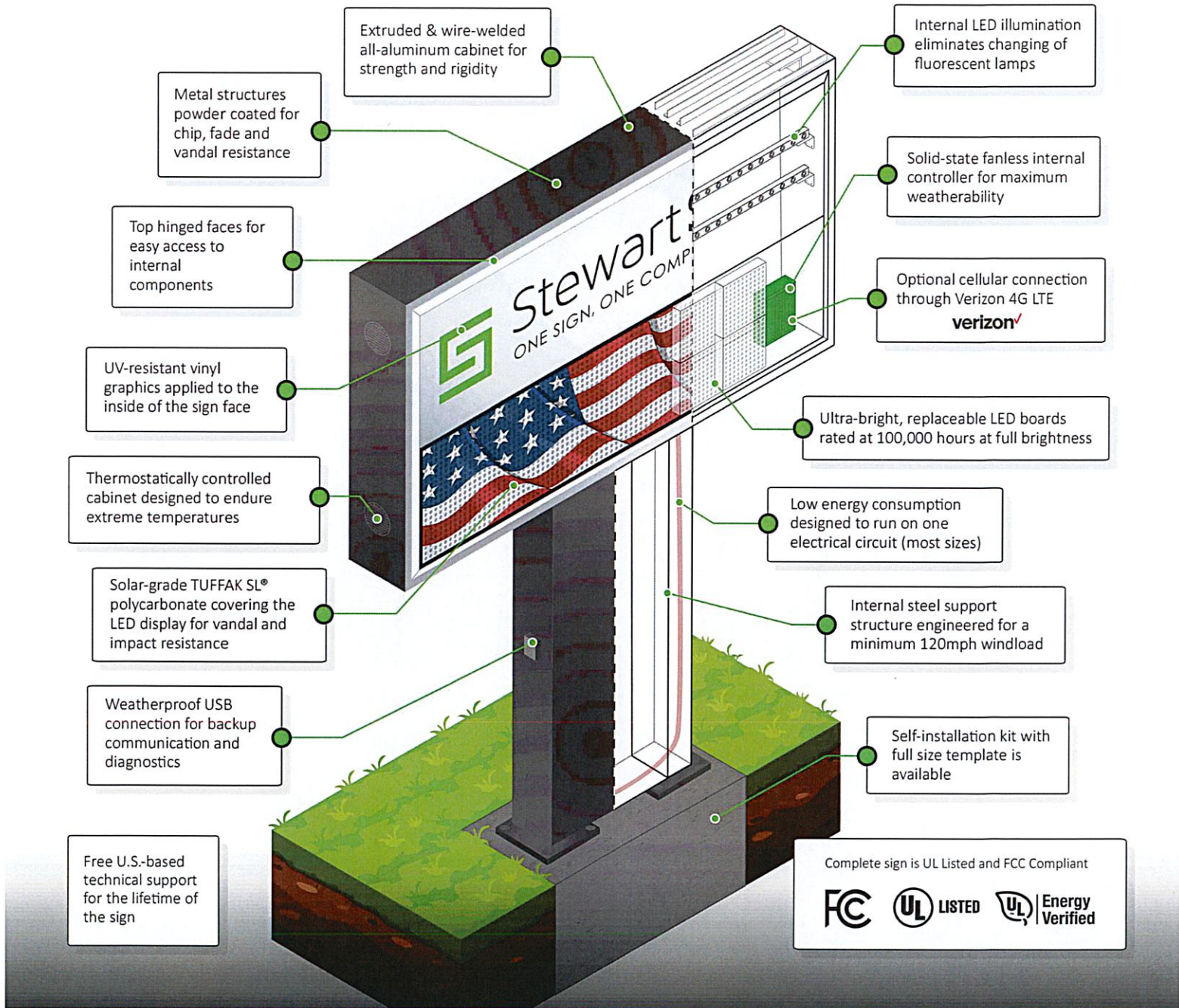
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Whvll and FCC-SS200901



# ANATOMY OF THE TEKSTAR LED

FROM STEWART SIGNS



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ONE SIGN, ONE COMPANY

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## Capabilities for a 20mm 32x112 Full Color LED Display

### Want More?

We make LED displays to **fit every budget and need**.  
 Upgrade to a higher resolution display for even more amazing clarity and increased capabilities!

This Display	<a href="#">16mm 40x140</a>	<a href="#">10mm 64x224</a>	<a href="#">8mm 80x280</a>
Full Color	Full Color	Full Color	Full Color
7,168 total pixels	11,200 total pixels	28,672 total pixels	44,800 total pixels
\$21,860 investment	\$23,431 investment	\$25,766 investment	\$27,829 investment
\$3.05 per pixel	\$2.09 per pixel	\$0.90 per pixel	\$0.62 per pixel
4 rows of text	5 rows of text	8 rows of text	10 rows of text
	<i>56% increase in resolution            (4,032 more pixels)            for 7% more investment than 20mm 32x112</i> <a href="#">View this sign</a>	<i>300% increase in resolution            (21,504 more pixels)            for 18% more investment than 20mm 32x112</i> <a href="#">View this sign</a>	<i>525% increase in resolution            (37,632 more pixels)            for 27% more investment than 20mm 32x112</i> <a href="#">View this sign</a>

Prepared for

**CITY OF BOWLING GREEN**  
 104 E Main St  
 BOWLING GREEN, FL 33834-0608

Prepared by

**Alejandro Vasquez**  
 avasquez@stewartsigns.com  
 1.888.237.3928 x2440

DESCRIPTION	PRICE
<p><b>Double Sided Full Color TekStar Outdoor LED Sign</b>            LED display integrated inside of an aluminum sign cabinet with solar-grade polycarbonate vandal cover to protect from impacts, vandalism and the sun.</p> <p><b>LED display</b></p> <ul style="list-style-type: none"> <li>• 20mm full color at 32 pixels high by 112 pixels wide (3,584 total pixels per side)</li> <li>• Active display area 2'1" x 7'4" (15.4 square feet per side)</li> <li>• 1 to 4 rows of text and use your own images and video clips</li> <li>• Entire sign UL Listed and FCC Part 15 compliant</li> </ul> <p><a href="#">See full display capabilities</a></p> <p><b>Communication method</b>            Communication provided by cellular modem and LIFETIME Cell Connect data plan.  <a href="#">See full specifications</a></p> <p><b>Sign structure and faces</b></p> <ul style="list-style-type: none"> <li>• Double sided 5' x 8' sign cabinet with 12" deep extruded aluminum</li> <li>• TCI® industrial powder coat finish, color: ** NOT SELECTED **</li> <li>• Graphics digitally printed on 3M™ vinyl and adhered to inside of sign face</li> <li>• Internal illumination with LED lamps</li> <li>• TUFFAK® SL pan-formed faces removable via internal retainers</li> <li>• Monument mount with cowling (creates pedestal appearance)</li> <li>• Leg height: 2', Leg width: 7', Overall sign height: 7'</li> <li>• Minimum wind load rating: 150mph, exposure C</li> <li>• Lifetime warranty on structure &amp; faces, including vandalism (see warranty for info)</li> </ul> <p><b>Electrical specifications</b></p> <ul style="list-style-type: none"> <li>• One 20 amp circuit, 120 volts; Max draw: 10.16 amps</li> </ul> <p><b>Custom options</b></p> <ul style="list-style-type: none"> <li>• One Set of Three (3) Florida Engineer Drawings &amp; Calcs, Sealed</li> </ul>	<p>\$21,860.00</p>
<p><b>Software</b>            SignCommand.com Cloud-based LED Sign Software FREE for the lifetime of the product. Control your sign from anywhere using any device. No monthly fees. <a href="#">Learn more.</a></p>	<p>Included</p>
<p><b>Freight</b></p> <ul style="list-style-type: none"> <li>• Shipping of sign from factory to location</li> </ul>	<p>Included</p>

Total: \$21,860.00  
 + any applicable sales tax  
 Payment terms: 50% Down, Balance due 10 days after shipment

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**SHIPPING INFORMATION**

**Invoices**  
 CITY OF BOWLING GREEN  
 P.O. BOX 608  
 104 E MAIN ST  
 BOWLING GREEN, FL 33834-0608

*All items not specified here will be shipped to:*  
 CITY OF BOWLING GREEN  
 104 E Main St  
 P.O. BOX 608  
 BOWLING GREEN, FL 33834-0608

*Shipping terms: FOB Origin. Storage and other freight services may be added to your invoice should they be required. Unless managed installation services are included, customer is responsible for unloading of sign upon delivery. Signs greater than 6 feet wide are not eligible for lift gate services.*

**TERMS & CONDITIONS** (\*unless noted elsewhere in this quote)

**TAX:** Any applicable sales tax will be added to your invoice. Organizations exempt from sales tax must include exemption certificate with order.

**PERMITS:** Permits and zoning are the responsibilities of the buyer. Check with your city or county zoning office for proper permitting procedures in your area. Sealed engineer drawings available at additional cost.

**INSTALLATION:** Installation of footers, erection, electrical service to sign site, electrical hook-up, removal and/or disposal of any existing signage, and any decorative masonry are the responsibilities of the buyer. Managed installation services are available at additional cost.  
[Watch a typical freestanding sign installation.](#)

**CANCELLATION:** Any cancellation may be subject to cancellation, return, and/or restocking fees. A late fee of 1.5% per month will be charged on any overdue balances. In the event of a payment default, customer will be responsible for all of Stewart Signs' costs of collection, including but not limited to court costs, filing fees and attorney fees.

**SUPPORT:** US-based phone and internet support are provided FREE for the lifetime of the product. A premier service warranty is available at additional cost.

**SOFTWARE:** By purchasing the SignCommand.com software product, you are agreeing with the Website Terms of Use (<https://www.signcommand.com/terms>) and Software End User License Agreement (<https://www.signcommand.com/eula>).

**COMMUNICATION:** Connectivity requires cell service at sign site. Must be within the United States (including Puerto Rico) with 4G LTE coverage shown on the Verizon Coverage Map (<https://www.stewartsigns.com/verizon-map>).

**DATA PLAN:** By purchasing the Cell Connect Data Plan, you are agreeing with the Data Plan Terms and Conditions (<https://www.signcommand.com/data-plan>).

I have read and understand the Terms & Conditions above. INITIALS

**ORDERING INSTRUCTIONS**

- Review this quote for accuracy. Sign and date the quote here.
- Review any corresponding artwork provided with this quote. Check all spelling and colors. Sign and date the artwork.
- Submit both documents along with your deposit payment to your sign consultant. Speak with your consultant about payment method options.

Customer's authorized signature for quote #1005054-1

**Alejandro Vasquez** 3/14/2023

Alejandro Vasquez, Sign Consultant

**Limited Product Warranty ("Limited Warranty")**



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**Definition of Warranty Coverage:**

- 1) Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Lifetime telephone support for the Product is provided, as needed.
- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company. Loss or damage to the Product when in possession of the freight carrier is the responsibility of the Customer and is not covered by this Limited Warranty.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials. Excludes Cornerstone monument signs and other Cornerstone components.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed. Excludes Cornerstone monument signs and other Cornerstone components.
- 6) Failed electronic parts or assemblies, with the exception of lamps, will be repaired or replaced, at the sole discretion of the Company. Owner bears the expense and responsibility of shipping Product to Company's Repair Center. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels if greater than one half of one percent (0.5%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LED's in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
- 8) Customer Obligations:  
Failure by the Customer to properly maintain the Product, including but not limited to filters and the ventilation/air conditioning systems, will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
- 9) Exclusions and Restrictions:  
The Company reserves the right to restrict service, limit replacement parts, or invalidate this Limited Warranty to Customers whose account balance is past due.  
This Limited Warranty specifically excludes any on-site labor required to service the covered Product, including diagnosis, removal, and installation of parts and/or products. Any on-site service required by the Customer of Company technicians or a local Company-authorized service provider is billable to the Customer based on an agreed-upon written quote.  
This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.  
Ballasts are covered for three (3) years.  
ID cabinet LED illumination and power supply are covered for two (2) years, when purchased as a system.
- 10) This Limited Warranty specifically does not cover the following:
  - a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty.
  - b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.
  - c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
  - d) Temperature sensor results: temperature sensors will register variable results, given local environmental factors such as direct sunlight, distance from concrete or asphalt, etc.; results are not guaranteed or covered under this Limited Warranty.
  - e) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.
  - f) Light bulbs or lamps.
- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
  - a) Defects caused by: unreasonable or unintended use of Product; improper or unauthorized handling; accident; omission; neglect; vandalism (unless otherwise noted in this Limited Warranty); misuse; physical abuse; installation, use and/or fabrication, and maintenance of the Product by

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- any party other than the Company.
- b) Damage (not resulting from manufacturing defects) that occurs while the Product is in the Owner's control and/or possession, unless otherwise noted in this Limited Warranty.
  - c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring electrochemical oxidation or corrosion and/or metallic pollutants; normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
  - d) Unauthorized modification, including installation of third-party software on the Product.
  - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to damaged or malfunctioning Product which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
  - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
  - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) All items returned to the Company must have a Return Materials Authorization ("RMA") number, available by using the contact information below. Items received without an RMA number will not be processed and will be returned to the Customer at their expense. The Customer is responsible for sending a defective part to the Company, after which the Company will send a repaired or replacement part to the Customer.
- 13) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense. The Customer will provide and be responsible for the cost of shipping parts to the Company.
- 14) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 15) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 16) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

Contact Information:

Stewart Signs Customer Satisfaction  
2201 Cantu Court, Suite 215  
Sarasota, FL 34232  
Phone: 855-841-4624  
Web: [www.stewartsigns.com/support/](http://www.stewartsigns.com/support/)  
Email: [support@stewartsigns.com](mailto:support@stewartsigns.com)

**Prepared For**

City Bowling Green  
(863) 375-2255

**Moore's Dirt Masters**

1505 Burton St  
Wauchula, Fl 33873  
Phone: (863) 781-1550  
Email: drmoore2003@gmail.com

Estimate # 1685

Date 04/05/2023

<b>Description</b>	<b>Total</b>
Culvert	\$6,400.00
Supply and install 18" culvert mitered ends and 20' concrete apron at park	
<b>Subtotal</b>	<b>\$6,400.00</b>
<b>Total</b>	<b>\$6,400.00</b>

City Bowling Green



CITY OF

104 East Main Street  
Bowling Green, FL 33834

# Bowling Green

PHONE: 863-375-2255  
FAX: 863-375-3362  
<https://www.bowlinggreenfl.org>

## GRANT UPDATES

ARPA \$621680.56 if we move forward with the 2 ARPA projects we would need an additional \$275,867.50

- **Dewatering Unit "Screw Press" Kimley Horn**
  1. 100% Design Plans finalized by March 31<sup>st</sup>
  2. Address any final City review comments and submit to FDEP by April 14<sup>th</sup>
  3. Receive FDEP Permit by May 19<sup>th</sup>
  4. Go out to bid for contractor selection by May 31<sup>st</sup>. The bid for the screw press has been done, now needing the work/construction bid .
  5. Select Contactor by July 7<sup>th</sup>.
  6. Start Construction in August to August 2024 (6-8 weeks to get, review, and approve submittals, 6-8 months getting all materials, and 3 months on actual construction)

Concern is how was this going to be paid for? ARPA funds currently has \$609,415.00 (premium pay of \$4000.00 will come out of this as well) The original cost was going to be \$325,743.06 (plus they want an additional \$10,000.00)

It was suggested we could use money from our DEA grant to fund the installation costs. If so, we will need to appeal to the DEA board for the change.

- **Meter Change Out - Fortiline**

As of 4/6/2023

Total meters to install: 899

Meters installed: 773

Pending Utility: 83

Meters left: 126

Total \$265,071.00

ARPA funds totaling that has been paid \$207,545.00, \$7636.00 software for meter reading remaining balance \$57,805.00



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- **SCOP FDOT** Kimley Horn  
New request: Desoto, South, Chester

## Current Project Review

1. 444101-1-54-01 Pineapple Street from South Avenue to Dixon Avenue- SCOP \$16,880-  
FY 19/20  
03/08/23 - Invoice #1 submitted for processing (\$102,957.68) Construction complete.
2. 444102-1-54-01 Jones Street from Doyle Parker Avenue to Chester Ave- SCOP \$40, 477-  
FY 19/20  
03/08/23 - Invoice #1 submitted for processing (\$102,957.68) Construction complete.
3. 451527-1-54-01 Jones Street- SCOP- \$99,248 FY 23/24 - Needs to be bid out.
4. FDOT has paid City for all but \$11,327.58 on last completed project

- **DEO Downtown Master Plan**

Florida Department of Economic Opportunity Grant Agreement #P0462 Completed  
Deliverable #1: Downtown Existing Conditions Report; Land  
Development Regulations Framework; Public Workshop. \$15,000.00

- **Hwy 17 Utility Extension Project Project was previously designed by Pennoni. EDA**

Project is to extend City water and wastewater utilities on Hwy 17 south of City by  
approximately one-half mile.

The estimated cost of the project is \$2.5 million for the entire project or \$750,000 for  
only the water main extension portion.

Design funding was through Hardee County Economic Development Authority (EDA).

The city received \$500,000 of grant funding from DEA for construction last year, which  
was not enough to construct even the water main portion of project.

More EDA funding was received this year (not sure of amount).

The city was considering using COVID relief money coming to City for the cost of project  
above the \$500,000 grant.

There is some overlap with the FDEP Wastewater Grant Project (see below).



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- **2020 CDBG Project** Project was designed by Pennoni.  
Project includes WWTF headworks improvements (grit classifier), water plant high service pump replacement, and lift station wet well lining.  
The city has been notified that they have been awarded CDBG funds for construction of project (\$700,000), which is a 100% grant.  
CDBG program is administered by Florida DEO.  
The city's grant administrator (Fred Fox Enterprises) is handling the CDBG application. Engineering and grant administration of construction of project needed to be separately advertised in an RFP. Pennoni was the only engineer to respond to engineer RFP and Fred Fox was only grant administrator to respond to grant administrator RFP.  
DEO is still working through some project review items for the project before the final grant contract is finalized. It should be very soon when the project could be bid on.  
Various land development projects
- **EDA**  
Park Renovations Centanino & Pyatt  
  
80% completed
- **WWTF Phase 2 Improvements (Public Access Reuse Capability) - FDEP Wastewater Grant**  
Project is to improve City's WWTF to allow it to produce public access reuse quality effluent to broaden its opportunities for effluent disposal.  
A portion of the project was designed as part of previous FDEP SRF grant/loan; design needs to be updated and revised based on current conditions and to match Grant scope. Pennoni assisted City in applying for a FDEP FY 2021-22 Water Protection Funds Grant. \$8.8 million 100% grant was awarded.  
The city has submitted initial required documents, and the draft Grant Agreement has come back.  
The city attorney and Pennoni have comments regarding the Grant Agreement (relatively minor), which need to go back to FDEP for inclusion into the final Grant Agreement.



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Pennoni will submit a contract for design, bidding, and construction services. Pennoni presented at 2/14/2023 meeting. The lawyer informed Pennoni they could not bid to also do the construction.

All work on this grant must be completed by end of 2026 per the Grant Agreement.

- **South Septic to Sewer Improvements - FDEP Wastewater Grant**

Project is to expand the City's wastewater collection system on the south side (area bordered by Hardee St to north, Edison Ave to east, Broward St to south, and Dixiana Dr to west). This area currently mostly has septic tanks.

Project has not been designed.

Pennoni assisted City in applying for a FDEP FY 2021-22 Water Protection Funds Grant. \$6.4 million 100% grant was awarded.

The city has submitted initial required documents, and the draft Grant Agreement has come back.

The city attorney and Pennoni have comments regarding the Grant Agreement (relatively minor), which need to go back to FDEP for inclusion into the final Grant Agreement.

Pennoni will submit a contract for design, bidding, and construction services.

Per the Grant Agreement, all work must be complete by the end of 2026.

- **FDEP Drinking Water SRF Project**

The city has been awarded a Planning Grant (50% grant/50% low interest loan, \$60,000 in total funding for planning stage).

Project will include replacement of small diameter iron water mains throughout the city that are known to have tuberculation.

Project may also include water plant electrical controls improvements and additional water valves.

The first phase of the project would be the Facilities Planning phase where worst case water mains are determined, and the project is otherwise planned.

Next step is to submit Loan Application to SRF (by May 2023).

Federal Bipartisan Infrastructure Law has resulted in additional funds being injected into the Drinking Water SRF program.

Grant cap is likely to be at least \$3 million and could be as much as \$9 million.



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- **New Clean Water SRF Project**

Project was preliminarily discussed with Adam Thompson.  
The city would likely be eligible for 80% grant/20% low interest loan.  
Project would be to expand the sewer system north of the City to low-income areas.

- **Concept Paper Grant**

Radar speed reporting trailer w/message board  
Overtime for special detail  
LPR license plate readers  
2 speed boards





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## Project Request/Updates

- **Enterprise Rental**

5- 2023 Dodge Rams 1500 Classic Tradesman 4x2 Regular Cab 8 ft. box 140 in. WB  
3/17/2023 shipped ETA approximately 1 or 2 months

- **Standard Engineering Specifications**

City Attorney Buhr has previously asked Pennoni to consider developing/reviewing standard engineering specifications that developers would be required to follow. Currently the City does not have any in place. Would likely adopt/follow other local municipality specifications such as Polk County or City of San Antonio (City attorney Buhr suggested these).

- Bowling Green Welcome Sign -

Could purchase this from the tower rental money

- 4 of the dedication benches sold and in process of ordering.

- New Employee - Cara Sneider

- Public works- would like to contract the part time open position as a need basis thru a temp program, and utilize that money toward a raise getting 3 hourly to \$15.00 an hour.

- Approve <sup>Candice Torres</sup> ~~Candace Torres~~ new title "Community Programs Marketing Coordinator". Grants, marketing, public outreach, assisting directly with recreation committee, Address long term issues in the City and finds solutions to include grants or contacting the correct responsible party. Assistant to City Manager

**AGENDA  
CITY OF BOWLING GREEN  
CRA MEETING  
APRIL 12, 2023**

- 1. CALL TO ORDER**
  
- 2. APPROVAL OF MINUTES**
  - a. CRA MEETING – FEBRUARY 16, 2022**
  
- 3. MASTER PLAN UPDATE**
  - a. SCHEDULE WORKSHOP**

**ADJOURN**

# City of Bowling Green

## CRA Minutes

February 16, 2022

Present: Mayor Jones, Commissioner Durastanti, Commissioner Lunn, City Manager Durrance, City Clerk Kinzel, Administrative Assistant Torres, and Recreation Supervisor Robinson

Absent: Vice-Mayor Fite; Commissioner Arreola

1. **Call to order** – The meeting was called to order by CRA Chair Jones.

2. **Old Business**

a. **Approval of Minutes**

i. **CRA Meeting 12/13/2022**

Commissioner Durastanti made the motion to approve. Motion was seconded by Commissioner Lunn. Roll call vote, 3 in favor, 2 commissioners absent, motion carried.

3. **Master Plan Update**

City Manager Durrance said that since it has not been done since 2014, she is going through it to revamp projects and will present it to the Commission. Right now, it has not been presented and money is sitting for the City. She is working with County Administrative Assistant Danielle DeLeon to get Bowling Green on the agenda for March 2<sup>nd</sup> to get the additional \$59,000 that it being held until our new Master Plan for CRA is presented. (This was confirmed by City Clerk Kinzel). It had not been presented since 2016 (City Clerk Kinzel believes this is correct). Mayor Jones asked if this is based on the current outline of where the CRA district is. City Manager Durrance said yes and there is only one thing that has been worked with the CRA monies. The City has quite a bit of money sitting there that is not being used. The City will get the additional \$59,000 once it is presented and it was part of the park (Centanino). After it is presented, she wants to use the money for the restrooms. It is for upgrading the CRA area. Mayor Jones asked if the park sits within the CRA district to which City Manager Durrance said yes it does. Also, she also has another project she wants to work on with the CRA money by bringing the train depot up to ADA standards. She met with Mosaic to help with this project so she may not need to touch the CRA money which she was originally going to ask for tonight. Mosaic is wanting to help with this project so the City may get the train depot up to ADA standards through Mosaic. Other than that, the only thing the City needs is getting restrooms at the park (Centanino) then work toward the other goals. The plan went from a 16-page to a 59-page book. She is trying to cover a lot of things with this money but she wants to present before she gets anything else. Mayor Jones asked about the conditions laid out in the will of Angelo Centanino. City Manager Durrance said she has the deed and went through his request of what the City can do there. Also she went through the timeline being able to use it as a commerce park has passed. The City can change it and use it as commerce. It was deeded that after ten (10) years, the City can use it as a commerce park. As it is now, there does not need to be a zoning change. The park is in the CRA district. Mayor Jones said that is good to know but upsetting at the same time. City Manager Durrance said the plan has to be approved by the Commission. This is where changes can be made and adjust before the plan is presented. Mayor Jones said the plan should be looked at in a workshop setting to which City Manager Durrance said agreed.

She said it can be worked out this way everyone can see why certain projects were included. She wants to have the same vision as the Commission and wants to make sure when she presents it on the County level of what should be done with the money. She is not touching any money now so it can be built up. Mayor Jones asked if she was good; City Manager Durrance said she was good.

**CRA meeting adjourned.**

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**N'Kosi Jones, CRA Chair**

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**Katherin Kinzel, City Clerk**