

City of Bowling Green and Pennoni Associates Inc.
Grant Projects Summary
6/24/2024

1) 2020 Community Development Block Grant (CDBG) Project

- Project includes WWTF headworks improvements (grit classifier), water plant high service pump replacement, and lift station wet well lining.
- Project was designed by Pennoni in 2020.
- CDBG program is administered by Florida Commerce.
- City's grant administrator (Fred Fox Enterprises) is responsible for the CDBG application.
- City has been awarded CDBG funds for construction of the project (\$700,000).
- Final approval to bid the project is expected from Florida Commerce very soon, according to Melissa Fox.

2) WWTF Phase 2 Improvements (Advanced Wastewater Treatment for 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.
- The project scope includes other WWTF improvements that are needed by the City (digester, splitter box, etc.)
- Pennoni assisted City in applying for a FDEP FY 2021-22 Water Protection Funds Grant.
- \$8.8 million 100% grant was awarded.
- Pennoni assisted City in submitting required Grant documents, and the Grant Agreement has been executed by the City.
- Pennoni is currently designing the project.

3) 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.
- Pennoni assisted City in applying for a FDEP FY 2021-22 Water Protection Funds Grant.
- Pennoni assisted City in submitting required Grant documents, and the Grant Agreement has been executed by the City.
- Pennoni is currently designing the project.
- Will need City's assistance with community outreach.

4) FDEP Drinking Water SRF Project – Water Main Replacement

- City has been awarded a Planning Grant (50% grant/50% low interest loan, \$75,000 in total funding).
- Next step is to submit Loan Application package to FDEP. Pennoni has prepared most of this and City staff needs to finish financial portions of application.
- Scope of project is to replace old small diameter iron water mains a throughout the City that are known to have tuberculation.
- Project may also include installation of additional water main valves.
- First phase of project is Facilities Planning phase where the water mains most needing replacement are determined, and project is otherwise planned.

- Construction of project should be able to take advantage of ~90% grant funding provided by FDEP DWSRF program.

5) FDEP Drinking Water SRF Project – Lead Service Lines

- The US Environmental Protection Agency (EPA) 1991 Lead and Copper Rule (LCR), inclusive of revisions, requires all public water systems to conduct and submit an inventory of all water services lines by October 16, 2004.
- In addition, a replacement plan must also be prepared to ensure all known Lead Service Lines (LSLs) will be replaced within 10 years.
- Funding assistance was approved by the FDEP Drinking Water State Revolving Fund (DWSRF) in August 2023 in the amount of \$225,000 (49% grant and 51% loan), which will initially fund inventory, design, and planning efforts.
- Similar supplemental funding is likely available for replacement as required.
- Pennoni is under contract to complete the project.
- Next step is submittal of FDEP Loan Application package (need City's completion of financial aspects of Application).

6) Hwy 17 Utility Extension Project

- Project is to extend City water and wastewater utilities on Hwy 17 on south side of City by approximately one-half mile.
- Project was previously designed by Pennoni.
- Design funding was through Hardee County Economic Development Authority (DEA).
- Estimated cost of project (3+ years ago) was \$2.5 million for entire project or \$750,000 for only the water main extension portion.
- Cost of project is likely considerably higher now, perhaps approximately \$3.5 million for entire project and \$1 million for only the water main extension portion of the project.
- City received \$500,000 of grant funding from Hardee County DEA for construction of project two years ago, which was not enough to construct even the water main portion of project.
- The City was awarded an additional \$500,000 by Hardee County DEA for construction of water main portion of project.
- Decision is needed to move forward with water main portion of project or wait on other funding to allow wastewater portion to also be constructed (new appropriation request or other).

7) Legislative Appropriation for New Generator for Water Production Wells 5 and 6 (LPA0467)

- Appropriation amount is \$140,000.
- Pennoni has prepared design plans including selection of the generator.
- Pennoni has assisted with procurement of the generator through Mid Florida Diesel through the Florida Sheriffs Association Purchasing Program.
- Generator has been installed and tested.
- Record drawings and O&M manuals have been submitted to City.
- Pennoni is preparing pay request for City to receive appropriate funds.

8) Legislative Appropriation for New WWTF Digester (LPA0468)

- Appropriation amount is \$500,000
- Since the existing digester was recently rehabilitated, the immediate need to construct a new digester no longer exists (coatings that were improved on existing include a 10-year warranty).
- A mechanical screen for the WWTF headworks is the more immediate need.
- The proposed plan is to use the \$500,000 Appropriation for a new mechanical screen.
- The Wells 5 & 6 generator LPA0467 appropriation amount of \$140,000 is more than the generator will cost to install (approximately \$90,000 total).

- The City would then like to move the unused funding from the Wells 5 & 6 generator Appropriation (approximately \$60,000) and add to the \$500,000 to pay for the mechanical screen.
- Pennoni has the design of the mechanical screen nearly completed under the WWTF AWT project.
- Next step is to finalize LPA0468 Agreement with FDEP for the revised scope.

9) FDOT Small County Outreach (SCOP) Street Paving Project for Jones Street (451527-1)

- Project is to mill and resurface a portion of Jones Street that is in poor condition.
- Kimley-Horn will design the project, and Pennoni will perform CEI services (FDOT requires separate engineer to inspect).
- FDOT grant is a 100% grant for \$99,248.
- Grant Agreement has been submitted to FDOT.
- Last step is to submit Resolution (on agenda for next City Commission meeting).

10) FDOT Small County Outreach (SCOP) Street Paving Project for Desoto St, South Ave, and Chester Ave

- City staff/Kimley Horn submitted grant application on 3/14/2024.
- FDOT requires SCOP projects to be designed by one engineer (Kimley Horn) and construction inspected by a separate engineer (Pennoni).
- Grant Application is under review by FDOT.

11) Legislative Appropriation for New Generator for Water Production Facility (L0008)

- City received \$280,000 appropriation of new generator at Water Production Facility.
- New generator will allow all facilities at WPF to have backup power including Well #4.
- Pennoni is completing documents for City needed by FDEP to draft funding agreement.
- Amount of funding may allow additional related electrical improvements to also be constructed at WPF; Pennoni is looking into this.

12) Potential New FDEP Clean Water SRF Project

- City would likely be eligible for 80% grant/20% low interest loan for a new Clean Water SRF Project.
- Eligible projects could be:
 - Project to expand sewer system north of City to low-income area.
 - Inflow/Infiltration (I/I) improvements to City's wastewater collection system (sewer pipe replacement, sewer pipe lining, manhole replacement, manhole lining).
 - Any other wastewater or stormwater project the City desires to pursue; however, grants are given priority to I/I and septic to sewer projects.

Review purposes - CPA is working on section 3. Will have available before meeting.

RESOLUTION 24-02

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOWLING GREEN, FLORIDA RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FACTUAL FINDINGS; AUTHORIZING THE FILING OF A STATE REVOLVING FUND LOAN APPLICATION FOR PROJECT NUMBER LS-25029; AUTHORIZING THE LOAN PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES TO PROVIDE ASSURANCES AND COMMITMENTS FOR THE LOAN APPLICATION; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of drinking water facilities; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the City of Bowling Green, Florida anticipates that the Florida Department of Environmental Protection Drinking Water State Revolving Fund Priority List for Fiscal Year 2024 ("Priority List") will designate the City's Lead Service Line Inventory Planning and Design project, No. LS-25029 (the "Project"), as eligible for available funding; and

WHEREAS, the City of Bowling Green, Florida anticipates that the State Revolving Fund Priority List will designate an authorized loan amount in the sum of \$225,000.00 with principal forgiveness of \$110,250.00 ("Project Financing") for construction of the Project; and

WHEREAS, the City of Bowling Green, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund to borrow the Project Financing and repay the same over a term of years; and

WHEREAS, the expected amortization of the loan agreement for the Project is over a period of twenty (20) years; and

WHEREAS, the Project is a capital improvement to be financed in whole or in part by

the issuance of debt service; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF BOWLING GREEN, FLORIDA, in a public meeting assembled this ___ day of _____ 2024:

SECTION 1. FINDINGS.

The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2. AUTHORIZATION TO APPLY FOR LOAN

The City Manager is hereby authorized to apply to the State Revolving Fund for a loan to finance the Project in the amount of the Project Financing, and the Mayor is authorized to affix his signature upon that loan application.

SECTION 3. PLEDGE OF REVENUES

The revenues pledged for the repayment of the loan are net water and sewer system revenues after payment of debt service on the following:

- (a)
- (b)
- (c)
- (d)

SECTION 4. CITY MANAGER DESIGNATED AS AUTHORIZED REPRESENTATIVE

The City Manager is authorized to represent the City in carrying out the City's responsibilities under the loan agreement and to provide the assurances and commitments required by the loan application. The City Manager is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION 5. MAYOR DESIGNATED AS AUTHORIZED REPRESENTATIVE FOR EXECUTION OF DOCUMENTS AUTHORIZED BY COMMISSION.

The Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties and approved by the City Commission of the City of Bowling Green, Florida.

SECTION 6. LEGAL AUTHORITY.

The legal authority for borrowing moneys for the Project is §§ 166.021 & 403.8532, Florida Statutes and Article III, Chapter 1, Code of Ordinances, City of Bowling Green, Florida.

SECTION 7. CONFLICTS

All resolutions or parts of resolutions in conflict with any of the provisions of this resolution are hereby repealed.

SECTION 8. SEVERABILITY

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

SECTION 9. EFFECTIVE DATE

This resolution shall become effective immediately upon its passage.

IN WITNESS WHEREOF, the City of Bowling Green, Florida, has duly adopted this Resolution and caused it to be executed by the officers below. The vote was:

This Resolution was read 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"/>

ATTEST:

CITY OF BOWLING GREEN, FLORIDA

Charlette Ganas, City Clerk

N’Kosi Jones, Mayor

APPROVED AS TO FORM:

Gerald T. Buhr, City Attorney

Lead Service Line Inventory Public Workshop Notice

The City of Bowling Green is required by the Environmental Protection Agency (EPA) to conduct an inventory of all potable water lines within the City. All water providers in the United States are required to complete their inventory prior to October 16, 2024. As part of this inventory the City is required to verify the pipe material of all water service lines and the presence of any lead pipe materials. The goal of this inventory is to locate all lead water service lines.

The presence of lead in drinking water poses a potential health risk to customers especially children and pregnant women. To keep the City residents informed of upcoming inventory efforts, the City of Bowling Green is holding a public workshop at the **City Hall on July 9, 2024 at 5 PM.**

The **Lead Service Line Inventory** will be completed in **two phases** on or adjacent to your property:

PHASE 1 – **Locating all City water meters.** This phase has already been completed by the City.

PHASE 2 – **Excavating water service lines to determine pipe materials.** The City must provide reasonable proof of the material type via historical records, pipe excavation, etc. The excavation will likely include uncovering a small section of service line on both sides of the meter. This process will be completed and documented following the EPA's template with both Bowling Green and Pennoni staff.

The City of Bowling Green and Pennoni (City Engineer) will handle all inventory efforts and no action will be required by the residents of Bowling Green. However, onsite knowledge of water service line location and materials can be provided by the homeowners to assist the City.

Any further questions will be answered at the Public Workshop at **City Hall on July 9, 2024 at 5 PM.**

THANK YOU FOR YOUR COOPERATION!

BOWLING GREEN, FLORIDA

RESOLUTION 24-03

**RESOLUTION TO ENTER INTO AGREEMENT WITH THE STATE OF
FLORIDA DEPARTMENT OF TRANSPORTATION**

**THE CITY OF BOWLING GREEN BOARD OF CITY COMMISSIONERS
AUTHORIZES THE EXECUTION OF A CERTAIN AGREEMENT WITH THE STATE
OF FLORIDA DEPARTMENT OF TRANSPORTATION.**

WHEREAS, City of Bowling Green, Florida, has the authority to enter into an Agreement with the State of Florida Department of Transportation as authorized by the Florida Statutes;

NOW THEREFORE, BE IT RESOLVED by the **BOARD OF CITY
COMMISSIONERS OF BOWLING GREEN, FLORIDA, that:**

1. The Agreement for Financial Project No. 451527 1 54 01 is approved.
2. The Mayor of the Board of City Commissioners is hereby authorized to execute said Agreement with the State of Florida Department of Transportation;
3. The Clerk of the City of Bowling Green is hereby authorized and directed to transmit one (1) certified copy of the Resolution to the State of Florida Department of Transportation.

ADOPTED by the CITY OF BOWLING GREEN CITY COMMISSIONERS this
9th day of July, 2024.

BOARD OF CITY COMMISSIONERS
CITY OF BOWLING GREEN, FLORIDA

N'KOSI JONES, MAYOR

ATTEST:

DATE: _____

CHARLETTE GANAS, CLERK
TO THE BOARD OF CITY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
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FPN: <u>451527-1-54-01</u>	Fund: <u>SCOP- SCRC</u>	FLAIR Category: _____
	Org Code: <u>55014010106</u>	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
County No: <u>06 - Hardee</u>	Contract No: _____	Vendor No: <u>F596000281007</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and the City of Bowling Green, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design, construction, and construction engineering inspection of the milling and resurfacing of a 0.058 mile portion of Jones Street east of US 17 and west of W Central Avenue, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 12/31/2028. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

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Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$101,373.00 (One Hundred One Thousand Three Hundred Seventy-Three Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$99,248.00 (Ninety-Nine Thousand Two Hundred Forty-Eight Dollars) and, additionally the Department's participation in the Project shall not exceed 97.86% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

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- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

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If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payment due for work or services done under any agreement which it has with the Recipient owing such amount upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

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- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

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construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of service contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not

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limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and

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financial reports, following up, ensuring corrective action, and issuing management decisions (weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

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employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

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

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

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shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. Exhibits A, B, D, F, and J are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, Exhibit "C", Engineer's Certification of Compliance is attached and incorporated into this Agreement.

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- c. Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

*Exhibit C: Engineer's Certification of Compliance

Exhibit D: Recipient Resolution

Exhibit F: Contract Payment Requirements

*Exhibit H: Alternative Advance Payment Financial Provisions

Exhibit J: State Financial Assistance (Florida Single Audit Act)

*Exhibit K: Advance Project Reimbursement

*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT City of Bowling Green

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Legal Review:

By: _____
Name: _____

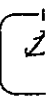


EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 451527-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and City of Bowling Green (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.058 Milepost- 0.18 /0.206

PROJECT DESCRIPTION: The general objective is for the City of Bowling Green to provide contract administration, management services, construction engineering and inspection services and quality acceptance reviews of all work associated with the design, construction, and CEI for the milling and resurfacing of Jones Street east of US 17 and west of W Central Avenue and associated improvements.

Specifically and non inclusive, the following are included in the Scope of Services:

1. Milling and Resurfacing or Overlaying the existing travel lanes according to City Specifications.
2. Identifying and obtaining any geotechnical investigation, analysis, and design dictated by the project needs. All geotechnical work necessary shall be performed in accordance with the governing regulations.
3. Construction Plans and Documentation provided for FDOT review at preliminary and final completeness.
4. Plan Specifications and bid packages to be provided by final Plan review.
5. A professional Engineer, registered in the State of Florida, in responsible charge of the project's design shall professionally endorse (sign, seal and certify) the record plans, the special provisions and all reference and support documents.
6. Signing and pavement markings to meet the latest MUTCD standards, as appropriate.
7. Construct or reconstruct, as appropriate, sideroad and driveway turnouts.
8. Coordination with utility owners during construction will be required to determine and avoid potential impacts. Where unavoidable, disposition of the utility conflicts should be coordinated.
9. Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition includes all associated permit fees.

10. Provide Construction Engineering and Inspection (CEI) and Quality Assurance Engineering.

11. Coordinate construction activities with other projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.

12. Construction of this project will not commence until FDOT has approved the construction plans and specifications and all required right-of-way has been properly obtained and certified (if applicable).

13. The plans and specifications shall include appropriate provisions for maintenance of traffic.

14. Upon completion of construction, Final As-built Construction Plans, signed and sealed by an Professional Engineer, registered in the State of Florida, will be provided.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Design to be completed by: 06/30/2025 .
- c) Right-of-Way requirements identified and provided to the Department by 06/30/2025 .
- d) Right-of-Way to be certified by 06/30/2025 .
- e) Construction contract to be let by:12/31/2026 .
- f) Construction to be completed by: 12/31/2028 .

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

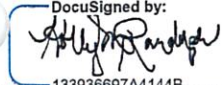
**EXHIBIT B
 SCHEDULE OF FINANCIAL ASSISTANCE**

RECIPIENT NAME & BILLING ADDRESS: City of Bowling Green P.O. Box 608 Bowling Green, FL 33834	FINANCIAL PROJECT NUMBER: 451527-1-54-01
--	--

PHASE OF WORK by Fiscal Year:	MAXIMUM PARTICIPATION			Indicate source of Local funds
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
Design- Phase 34 Maximum Department Participation FY: (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost	\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44 Maximum Department Participation FY: (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost	\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54 Maximum Department Participation FY: 2023/2024 (SCRC)	\$99,248.00	\$	\$99,248.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: 2023/2024 Maximum Department Participation (LF)	\$2,125.00	\$2,125.00	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost	\$101,373.00 100.00%	\$2,125.00 2.14%	\$99,248.00 97.86%	
Construction Engineering and Inspection - Phase 64 Maximum Department Participation FY: (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost	\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :) Maximum Department Participation FY: (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost	\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT	\$101,373.00	\$2,125.00	\$99,248.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
 I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Holly Randolph, Local Program Coordinator
 District Grant Manager Name

DocuSigned by:

 10/09/2023 | 4:19 PM EDT

Signature _____ Date _____

133936697A4144B

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and City of Bowling Green

PROJECT DESCRIPTION: The milling and resurfacing of a 0.058 mile portion of Jones Street east of US 17 and west of W Central Avenue

FPID#: 451527-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____ P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

- State Project Title and CSFA Number:**
- County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Small County Outreach Program (SCOP), (CSFA 55.009)
 - Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Program Name, Insert CSFA Number

***Award Amount:** \$99,248.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



FLORIDA DEPARTMENT OF TRANSPORTATION
RURAL ROADWAY ASSISTANCE
CONSOLIDATED FUNDING APPLICATION

PROJECT TITLE: City of Bowling Green Streets Resurfacing - Chester Avenue
Priority Ranking Number: 3

Applicants must provide FDOT with the agency's or the MPO/TPO priority ranking for each project.

APPLICANT INFORMATION

A. Agency Name:	City of Bowling Green		
B. Agency Contact:	Pamela Durrance		
Title:	City Manager		
Mailing Address:	104 East Main Street, P.O. Box 608		
	<i>Street Address</i>		
	Bowling Green	FL	33834
	<i>City</i>	<i>State</i>	<i>Zip Code</i>
Telephone:	863-375-2255		
Email Address:	citymanager@bowlinggreenflorida.org		

PROGRAM

Select the Rural Roadway Assistance program that you wish to apply for.

Note: Not all project types are eligible for every program.

- Small County Outreach Program (SCOP)
- Small County Outreach Program for Rural Areas of Opportunities (SCOP-Municipalities)
- Small County Road Assistance Program (SCRAP)

ELIGIBILITY CRITERIA

Note: Eligible transportation facilities shall be publicly owned and maintained.

ROAD JURISDICTION (Check all that apply):

- On the municipal or community road system
- On the County road system
- Combination of on and off the State Highway system.
- The maintaining agency has an established pavement management plan including this roadway.

ELIGIBILITY CRITERIA (Check all that apply):

- The physical condition of the roadway necessitates improvements requested.
- The road is located in a fiscally constrained County.
- The road is used as an evacuation route (as shown on <https://www.floridadisaster.org/planprepare/disaster-preparedness-maps/>).
- The road has high levels of agricultural travel.
- The road is considered a major arterial route.
- The road is considered a feeder road.

PROJECT TYPE

**Note: Not all project types are eligible activities for each program*

The Department has determined that the benefits of certain low-cost safety features greatly exceed the cost to construct these features.

The following low-cost safety features must be included on flush shoulder rural roadways with posted speeds of 50mph or greater:

1. Pavement markings materials per FDOT Design Manual, Chapter 230.
2. Audible and Vibratory Treatments per FDOT Design Manual, Chapter 210 and FDOT Standard Plans, Index 546-020.

- ROAD RESURFACING/RESTORATION** - Work to mill and resurface or place additional layers of surfacing on highway pavement, shoulders, and bridge decks; and necessary incidental work to extend the structural integrity of these features for a substantial period of time. Work must meet **Florida Greenbook** standards.
- ROAD RECONSTRUCTION** - Improve or upgrade existing facilities to meet **Florida Greenbook** standards without increasing capacity. Includes the widening of existing lanes and the addition of paved shoulders to an existing paved road.
- PAVING UNPAVED ROADS** - Paving of an existing lime rock or dirt road.
- SAFETY IMPROVEMENTS** - Construct roadway related safety improvements to mitigate crashes.

Additional consideration will be given to projects that include safety features in addition to those required above and listed on the following website:

1. Proven FHWA Safety Countermeasures. <https://safety.fhwa.dot.gov/provencountermeasures/>

- REPAIR OR REHABILITATION OF BRIDGES** - Bridge replacement is not eligible.
- LANE ADDITION** - Adding through lane(s) to an existing paved road. *Capacity improvements are not an eligible activity for SCOP-Municipalities projects.
- ADD TURN LANES** - Adding auxiliary lanes to an existing paved road.
- DRAINAGE IMPROVEMENTS** - Addressing road related drainage improvements.
- INTERSECTION IMPROVEMENTS** - Reconstructing, adding, or upgrading signals.

ROADWAY CHARACTERISTICS

A. Roadway Condition:

Describe the physical condition of the roadway for which funding is being requested:

Roadway in poor condition. Alligator cracking and rutting present

Describe the applicant's efforts to keep the roads within its jurisdiction in satisfactory condition:

Due to limited funding, collector and arterial roadways have maintenance priority. Local roadways receive general upkeep and additional maintenance when funding allows.

B. Detailed Project Description (Include: name of roadway(s) for which funding is requested, type(s) and scope of work to be performed, project/roadway features, customary roadway use and anticipated changes, special project considerations, and other key information):

80 ft +/- section of Chester Ave north of W. Main St. in Bowling Green, FL to be milled approximately 1" deep and resurfaced with 1" 9.5 and 1.5" 12.5 superpave asphalt concrete.

C. Project Length (In Miles): 0.015 (80 ft +/-)

D. Project Limits

South or West Termini:
West Main Street

North or East Termini:
dead ends

- A location map is attached (required).

E. Resurfacing, Reconstruction, or Widening of Existing Paved Roads:

Number of Lanes: Existing: 2
Lane Width (ft.): Existing: 10
Paved Shoulder Width (ft.): Existing: 0 Proposed: 0
Proposed Safety Edge: Yes: No:

F. Dirt Road Paving:

Number of Lanes: Existing:
Lane Width (ft.): Existing:
Paved Shoulder Width (ft.): Existing: Proposed:
Proposed Safety Edge: Yes: No:

G. Typical Section:

- Typical sections are attached. Include a Typical Section depicting existing and proposed features and dimensions and right of way lines. Summarize any special project characteristics in the project scope description above.

Provide additional details such as required Design Variations for typical section here, as needed.

H. Right of Way:

- No Right-of-Way acquisition is proposed.
 Existing right-of-way width from C/L in feet: 30 ft +/-

Describe the existing right-of-way ownerships along the project; when the right-of-way was obtained; and how ownership is documented, i.e., plats, deeds, prescriptions, easements:

Check all that apply if ownership is by more than one instrument:

- Former DOT Right of Way (Right of Way was conveyed to County prior to June 10, 1995)
 Plat (Ownership is documented via plat of a city or subdivision)
 Deed (Ownership is documented via one or more deeds, frequently shown on a right of way map)
 Maintenance Map (Maintenance Map is already filed)
 Maintenance Map in Progress (Maintenance map in works)
 Prescriptive Use (Roadway presumed dedicated in accordance with FS 95.361)
 Other (Explain below):

Please see attached map, Hardee County Property Appraiser website was used to identify ROW.

Select all work types included in the project described in the application, including work types that will not be supported by the requested funds; and identify the funding source for all non-FDOT supported activities, and the importance of the non-FDOT supported activity to the overall success of the project.

Note: Not all project types are eligible activities for each program

BRIDGES

- Repair or Rehabilitation and meets eligibility criteria in Section 1.
 No work to existing bridge is proposed.
 There is not a bridge within the project limits.

Please explain:

ROADWAY:

- Existing curb and gutter to remain

- Widen for bike-lane
- Re-stripe for bike lane
- Sidewalk or shared use path

Please explain:

MEDIAN:

- No existing median
- Existing median width:
- Proposed median width:

Please explain:

DRAINAGE/PERMIT

- Existing closed drainage system to remain.
- Existing open drainage system to remain.
- No new drainage proposed.
- Drainage improvements required:

Please explain:

SAFETY IMPROVEMENTS

- Upgrade or add signage
- Upgrade or add guardrail
- Clear zone violations mitigation
- Existing cross slope or super-elevation corrections
- Upgrade or add guardrail
- Upgrade or add pavement markings (reference FDOT Design Manual)
**Required on flush shoulder rural roadways with posted speeds of 50mph or greater.*
- Upgrade or add Audible and Vibratory Treatments (reference FDOT Design Manual)
**Required on flush shoulder rural roadways with posted speeds of 50mph or greater.*
- Add Safety Edge where there are no paved shoulders
- Add proven FHWA Safety Countermeasure(s): *(insert countermeasure here)*

Please explain: markings needed for repaved surface

ADA

- No modifications proposed.
- Verified all crosswalks, sidewalks, curb ramps and other pedestrian features for compliance with ADA standards.
- ADA improvements required:

Please explain:

SCHOOL ZONE

- Existing flashing school zone signal.
- Existing school zone signs without flashing beacons.
- High emphasis cross walk at un-signalized crossing, determine if signal warranted.
- No school zones within the project limits.

Please explain:

UTILITIES

- Sub-surface relocation is required.
- Utility Coordination is required.
- No utility relocation required.

Please explain: utility coordination required due to milling

RAILROAD

- Rail crossing within project limits.

- Replace all railroad signal equipment and gates.
- There is no railroad owned or operated right of way within the project limits.
Please explain (*owner must be identified*):

PROJECT COSTS

Include all costs and funding sources, including costs not eligible for FDOT reimbursement.

A. MATCHING FUNDS

Are matching funds proposed and committed for this project?

Note: Applicants for SCOP funding must provide 25% of the project costs. This requirement can only be waived in counties that qualify under the Rural Economic Development Initiative (REDI) Program.

Yes: No:

Is the applicant eligible for and requesting waiver of any required match?

Yes: No:

If matching funds are proposed, explain the source and any limitations of those funds:

B. COST ESTIMATE

Provide a summary of the estimated costs for the work proposed.

PHASE OF WORK	GRANT FUNDS Requested	LOCAL FUNDS Committed
Design ¹	\$9376.00	\$0
Construction	\$45004.52	\$0
Consultant Engineering Inspection (CEI) ¹	\$9376.00	\$0
Other: _____	\$ _____	\$0
TOTAL ESTIMATED PROJECT COSTS:	\$63756.52	\$0

- Detailed Design and Construction cost estimate is attached. (Use template provided with application materials in GAP.)

Design Estimates should provide details for each activity. Construction Estimates should use FDOT typical pay items to allow for verification of eligible project costs. **Estimate should be prepared and signed by a Professional Engineer.**

Note¹: Pursuant to Section 337.14(7), F.S., design and CEI services cannot be performed by the same entity.

PROJECT IMPLEMENTATION

A. Will the project be maintained by applicant?

Yes: No:

If not, describe how will the project be maintained and attach any existing agreements with the maintenance entity:

B. Will the project delivery be managed by the applicant?

Yes: No:

If not, provide the contact information for the managing agency:

C. Design to be conducted by:

- Agency staff
- County staff
- FDOT pre-qualified consultant ¹
- Non-FDOT pre-qualified consultant ¹

D. CEI to be conducted by:

- Agency staff
- County staff
- FDOT pre-qualified consultant ¹
- Non-FDOT pre-qualified consultant ¹

Note¹: Pursuant to Section 337.14(7), F.S., design and CEI services cannot be performed by the same entity.

E. Is the project consistent with the applicable local government comprehensive plan?

Yes: No: (Explain below):

F. Is the project included in the MPO Long Range Transportation Plan (LRTP)?

Yes: No: (Explain below):

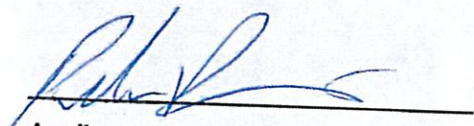
Local roads not included within MPO LRTP

Certification of Project by Agency

I hereby certify that the proposed project herein described is supported by City of Bowling Green (applicant) and that said entity:

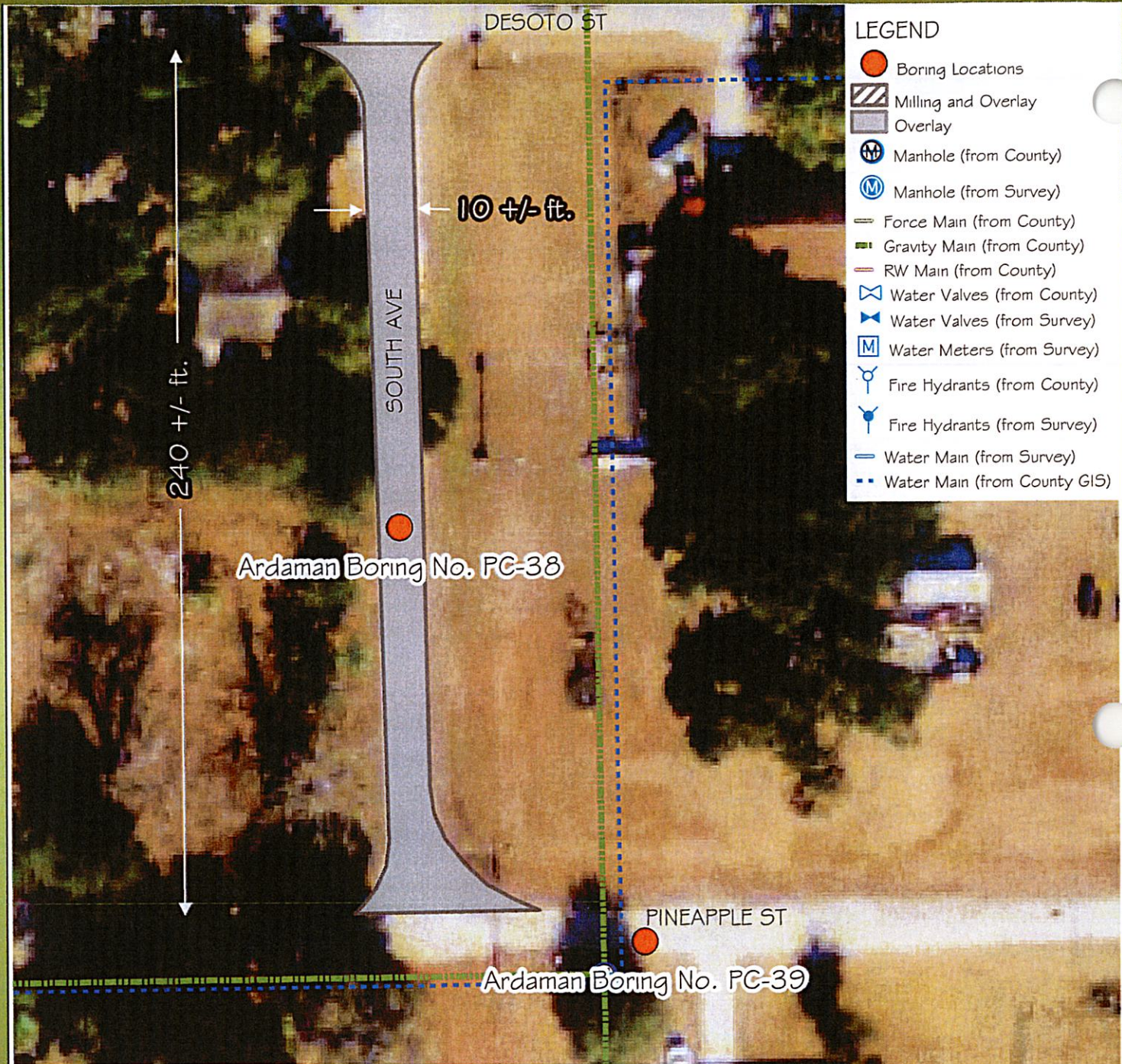
- (1) Shall provide any required local funding for cost overruns and/or non-participating project costs;
- (2) Shall enter into the State Funded Grant Agreement with the Florida Department of Transportation to perform the work;
- (3) Shall certify that no additional right of way is required to perform the work;
- (4) Has the legal right to construct the project within the identified right of way;
- (5) Shall acquire necessary permits required to construct the project;
- (6) Is responsible for all costs associated with utility relocation(s); and
- (7) Shall support other actions necessary to fully implement the proposed project.

I further certify that the estimated costs included herein are reasonable and that City of Bowling Green (applicant) will follow through on the project once programmed in the Florida Department of Transportation's Work Program. I understand that failure to deliver the project within the fiscal year programmed and/or significant increases in estimated costs could cause the project to be removed from the Work Program and/or significantly increase the Agency's local funds participation.



Applicant Signature
Pamela Durrance
Name
City Manager
Title
March 11, 2024
Date

Additional Applicant Signature *If Applicable
Click here to enter text
Name
Click here to enter text
Title
Click here to enter text
Date



LEGEND

- Boring Locations
- Milling and Overlay
- Overlay
- M Manhole (from County)
- M Manhole (from Survey)
- Force Main (from County)
- Gravity Main (from County)
- RW Main (from County)
- ⊗ Water Valves (from County)
- ⊗ Water Valves (from Survey)
- M Water Meters (from Survey)
- ⊕ Fire Hydrants (from County)
- ⊕ Fire Hydrants (from Survey)
- Water Main (from Survey)
- Water Main (from County GIS)

Improvement Notes:

Due to roadway width, road will be signed as a "One-Way" road.

≤1" Sand-Asphalt Leveling Concrete (375 SY)
 1.5" SP - 9.5" Superpave Asphalt Concrete (375 SY)



**CITY OF BOWLING GREEN
 STREET IMPROVEMENTS**

Aerial Map - Location No. 18

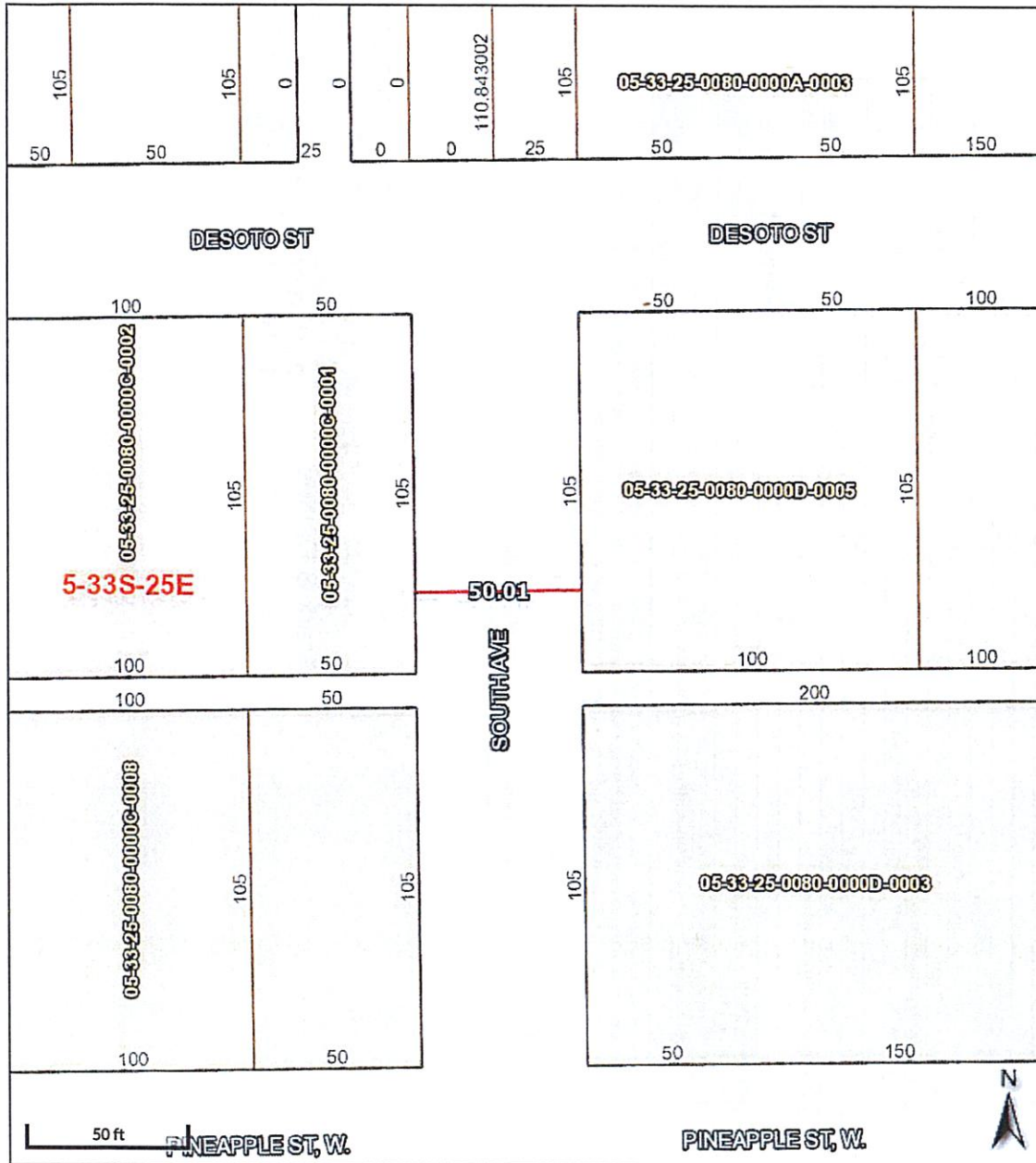
Hardee County, Florida



Contact: Mark S. Davies, P.E.
 (863) 225-8728

DATE: March 2023

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 109 South Kentucky Avenue, Lakeland, FL 33801
 Phone: 863 701 8702
 www.kimley-horn.com CA 0000696



Legend

- Parcels
- Tax Districts**
 - 900 - Hardee Coun
 - 901 - City of Bowlin Green
 - 902 - City of Wauchula
 - 903 - Town of Zolfo Springs
- Roads**
- Sec-Twn-Rng

Date created: 3/5/2021
 Last Data Uploaded: 3/5/2021 3:39:05 AM

Developed by  Schneider
 GEOSPATIAL



PRELIMINARY OPINION OF PROBABLE COST						
CITY OF BOWLING GREEN STREET RESURFACING - CHESTER AVENUE						
STA: 0+00 TO STA: 0+80 (60 LF +/-)						
No.	Item No.	Pay Item Description	Quan.	Unit	Unit Cost.	Total
I.		Chester Avenue Construction				
	1 0101 1	Mobilization (20% of Construction Cost)	1	LS	\$ 6,250.59	\$ 6,250.59
	2 0102 1	Maintenance of Traffic	1	LS	\$ 5,000.00	\$ 5,000.00
	3 0327 70 1	**Milling Existing Asphalt Pavement, 1" Avg. Depth	245	SY	\$ 30.61	\$ 7,499.45
	4 0334 1 11	*Superpave Asph. Conc., (<1" sand-asphalt for leveling)	10	TN	\$ 500.00	\$ 5,000.00
	5 0334 1 11	*Superpave Asph. Conc., Traffic C (1.5" SP 9.5)	21	TN	\$ 500.00	\$ 10,500.00
	6 0700 1 11	Single Post Sign, F&I ground mount, up to 12 SF	3	EA	\$ 501.16	\$ 1,503.48
	7 0711 15201	*Thermoplastic, STD-OP, Yellow, Solid, 6"	160	LF	\$ 10.00	\$ 1,600.00
	8 0711 11125	*Thermoplastic Standard, White, 24"	10	LF	\$ 15.00	\$ 150.00
					SUBTOTAL=	\$ 37,503.52
II.		20% Contingency				\$ 7,501.00
		Construction Total			TOTAL=	\$ 45,004.52
III.		Design (Surveying, Engineering, and Permitting) (25% of Construction Costs)				\$ 9,376.00
IV.		Construction Engineering and Inspection (CEI) (25% of Construction Costs)				\$ 9,376.00
		Total Project Total			GRAND TOTAL=	\$ 63,756.52

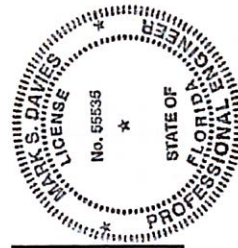
Disclaimer: The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Costs were determined from FDOT "Item Average Unit Cost" From: 2023/02/01 to 2024/01/31

*Cost adjusted to reflect size of project.

** the amount of milling is estimated to be \$7,500 - represented as a minimum mobilization charge of a milling machine to the project location
It should also be noted that costs presented do not account for potential utility relocation or modification coordination.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MARK S. DAVIES, P.E. ON THE DATE ADJACENT TO THE SEAL.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



Digitally signed by Mark S Davies
Date: 2024.03.07 11:41:25-05'00'

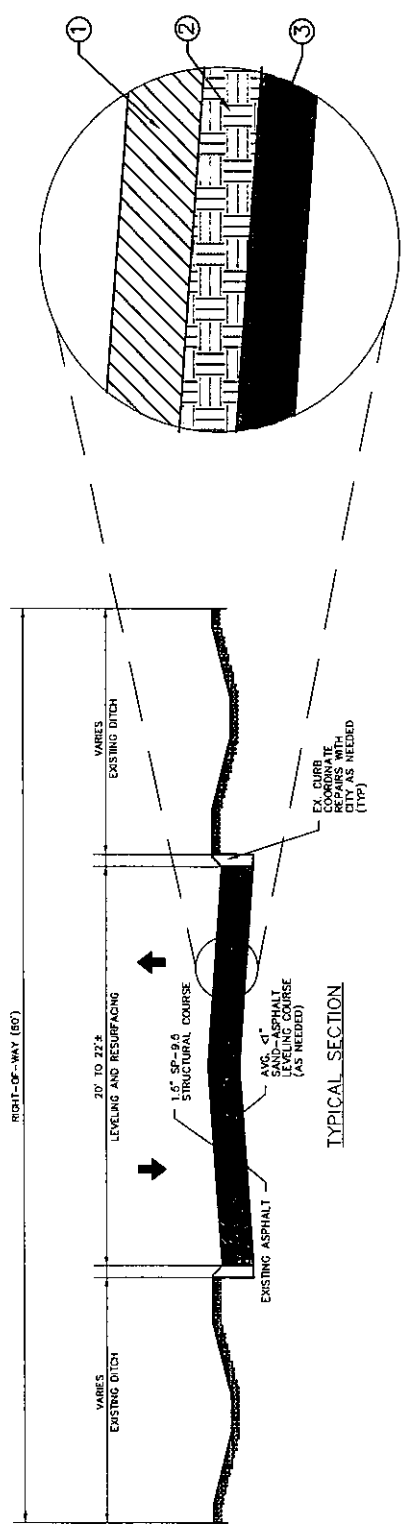
No.	REVISIONS	DATE	BY
1	FOOT COMMENTS	7/2/20	JF

Kimley-Horn
 9 2021 KIMLEY-HORN AND ASSOCIATES, P.C.
 118 SOUTH HENDRY AVENUE, SUITE 100
 HOUSTON, TEXAS 77002
 PHONE: 281-701-8200
 WWW.KIMLEY-HORN.COM CA 00000406

NOA PROJECT
 046214015
 DATE
 MARCH 2021
 SCALE AS SHOWN
 SHEETS 17
 SHEETS 18
 DRAWN BY

TYPICAL SECTION

CHESTER AVENUE
 ROADWAY IMPROVEMENTS
 PREPARED FOR
 BOWLING GREEN
 BOWLING GREEN
 SHEET NUMBER
 C300

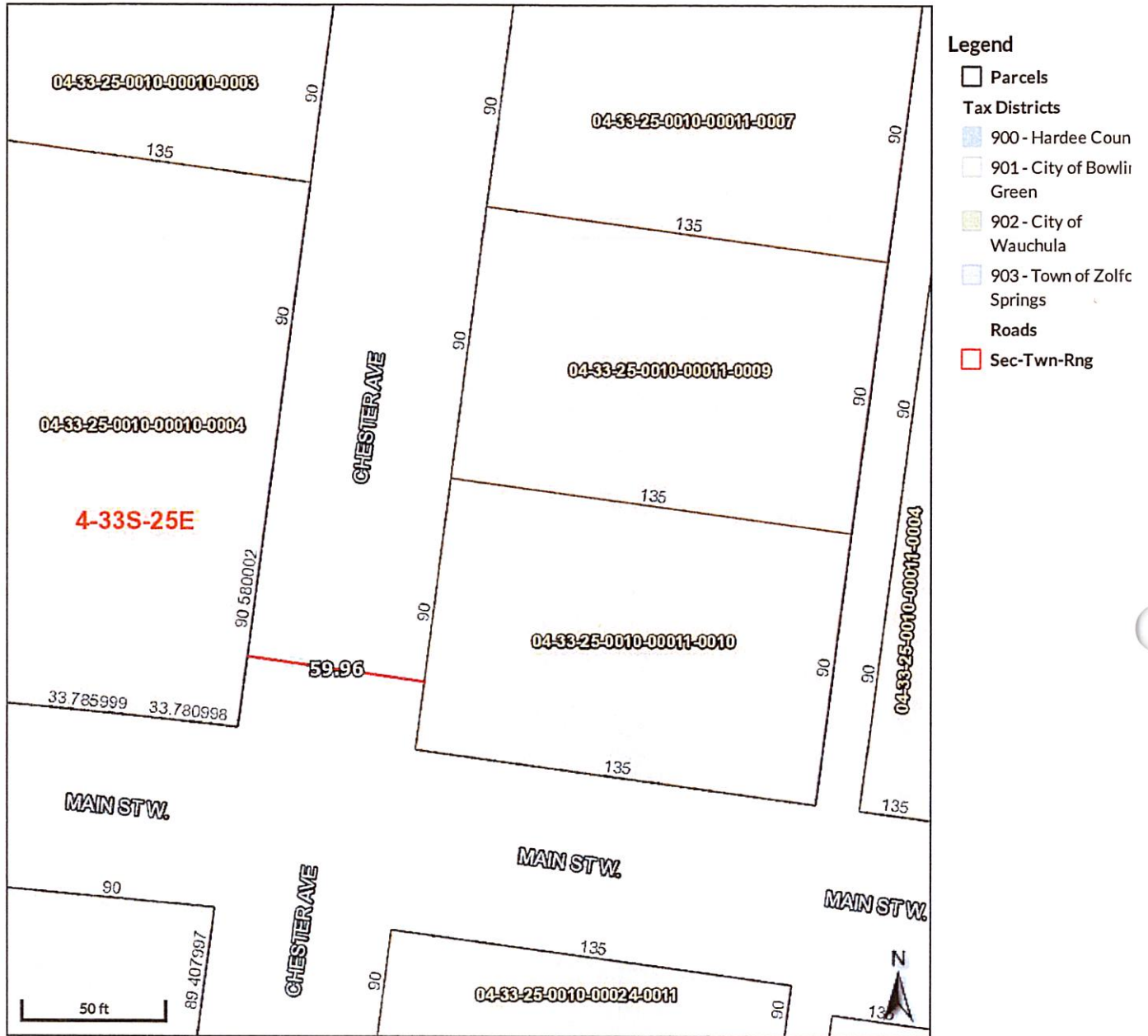


PAVEMENT RESURFACING

- RESURFACING - SAND-ASPHALT LEVELING AS NEEDED
 SP-9.5 STRUCTURAL COURSE (1.5")
- ① SP-9.5 STRUCTURAL COURSE (1.5")
 - ② SAND-ASPHALT LEVELING (<1")
 - ③ EXISTING ASPHALT

ASPHALT PER FOOT SPECIFICATIONS

Chester Ave ROW



Date created: 3/5/2021
 Last Data Uploaded: 3/5/2021 3:39:05 AM

Developed by **Schneider**
 GEOSPATIAL



- LEGEND**
- Boring Locations
 - Milling and Overlay
 - Overlay
 - M Manhole (from County)
 - M Manhole (from Survey)
 - Force Main (from County)
 - Gravity Main (from County)
 - RW Main (from County)
 - X Water Valves (from County)
 - X Water Valves (from Survey)
 - M Water Meters (from Survey)
 - ⋈ Fire Hydrants (from County)
 - ⋈ Fire Hydrants (from Survey)
 - Water Main (from Survey)
 - Water Main (from County GIS)

Improvement Notes:

- <1" Sand-Asphalt Leveling Concrete (245 SY)
- 1.5" SP - 9.5" Superpave Asphalt Concrete (245 SY)

**CITY OF BOWLING GREEN
STREET IMPROVEMENTS**

Aerial Map - Location No. 24

Hardee County, Florida

Contact: Mark S. Davies, P.E.
(863) 225-8728

DATE: March 2023

Kimley»Horn

©2021 KIMLEY-HORN AND ASSOCIATES, INC
109 South Kentucky Avenue, Lakeland, FL 33801
Phone: 863 701 8702
www.kimley-horn.com CA 00000696

1

2

3

July 2024

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8 ^{Public Works} ★	9 ★	10	11	12	13
14	15	16 ★	17	18 ★	19	20
21	22	23 ★	24	25 ★	26	27
28	29	30	31			

Public works & recreation → (points to 7, 8, 9)
 Wastewater & Sanitation → (points to 14, 15, 16, 17, 18, 19)
 Police & animal control → (points to 21, 22, 23, 24, 25, 26, 27)
 administrators → (points to 12, 13)
 CRA & code enforcemr → (points to 18, 19, 25, 26, 27)

August 2024

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6 ★	7	8	9	10
11	12 ★	13 ★	14	15	16	17
18	19	20 ★	21	22 ★	23	24
25	26	27 ★	28	29 ★	30 ^{Final Budget}	31

Public works & recreation → (points to 4, 5, 6, 7, 8, 9, 10)
 Wastewater & Sanitation → (points to 11, 12, 13, 14, 15, 16, 17)
 Admin → (points to 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31)
 Police & animal control → (points to 10, 17)
 CRA & code enforcement → (points to 6, 13, 20, 27, 29, 30)

September 2024

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10 ★	11 ✱	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

TRIM First hearing → (points to 7)
 TRIM Final hearing → (points to 30)



Reset Form

Print Form

TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2024	County : Hardee
Principal Authority : City of Bowling Green	Taxing Authority : City of Bowling Green - Operating
Community Redevelopment Area : City of Bowling Green CRA	Base Year : 2015

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	20,290,961	(1)
2.	Base year taxable value in the tax increment area	\$	8,447,859	(2)
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	11,843,102	(3)
4.	Prior year Final taxable value in the tax increment area	\$	17,678,689	(4)
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	9,230,830	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.		
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date :	6/25/2024 6:44:18 PM	

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		95.0000 %	(6a)
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> If value is zero or less than zero, then enter zero on Line 6b	\$	11,250,947	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	66,208	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$	0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		7.5500 per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$	69,693	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		0.0000 %	(7d)
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> If value is zero or less than zero, then enter zero on Line 7e	\$	0	(7e)

S I G N H E R E	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :	Date :		
	Title :	Contact Name and Contact Title :		
	Mailing Address :	Physical Address :		
	City, State, Zip :	Phone Number :	Fax Number :	

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

“Tax increment value” is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

“Dedicated increment value” is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

“Specific proportion,” used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.
Section.163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.
- Example 2.
Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.



CERTIFICATION OF TAXABLE VALUE

Reset Form

Print Form

DR-420
R. 5/12
Florida Administrative Code
Effective 11/12

Year : 2024	County : Hardee
Principal Authority : City of Bowling Green	Taxing Authority : City of Bowling Green - Operating

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	65,789,941	(1)
2.	Current year taxable value of personal property for operating purposes	\$	4,667,728	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	0	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	70,457,669	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	3,853,711	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	66,603,958	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	58,801,736	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Number 1 (8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Number 0 (9)


Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.		
SIGN HERE	Signature of Property Appraiser:	Date :	
	Electronically Certified by Property Appraiser	6/25/2024 6:44:18 PM	

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>		7.5500	per \$1,000 (10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	443,953	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	66,208	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	377,745	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	11,250,947	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	55,353,011	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>		6.8243	per \$1000 (16)
17.	Current year proposed operating millage rate		8.8000	per \$1000 (17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	620,027	(18)

19.	TYPE of principal authority (check one)	<input type="checkbox"/> County	<input type="checkbox"/> Independent Special District	(19)
		<input checked="" type="checkbox"/> Municipality	<input type="checkbox"/> Water Management District	
20.	Applicable taxing authority (check one)	<input checked="" type="checkbox"/> Principal Authority	<input type="checkbox"/> Dependent Special District	(20)
		<input type="checkbox"/> MSTU	<input type="checkbox"/> Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs		STOP HERE - SIGN AND SUBMIT
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22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>	\$	377,745	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>		6.8243 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>	\$	480,824	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>	\$	620,027	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>		8.8000 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>		28.9500 %	(27)

First public budget hearing	Date : 9/11/2024	Time : 17:05:00 EST	Place : 104 east main st Bowling Green 33834
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S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :			Date :	
	Title :		Contact Name and Contact Title :		
	Mailing Address :		Physical Address :		
	City, State, Zip :		Phone Number :		Fax Number :

**CERTIFICATION OF TAXABLE VALUE
INSTRUCTIONS**

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check “Yes” if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s. 12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.



Reset Form

Print Form

MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

DR-420MM-P
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

For municipal governments, counties, and special districts

Year: 2024	County: Hardee
Principal Authority: City of Bowling Green	Taxing Authority: City of Bowling Green - Operating
1. Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (1)
IF YES, STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.	
2. Current year rolled-back rate from Current Year Form DR-420, Line 16	6.8243 per \$1,000 (2)
3. Prior year maximum millage rate with a majority vote from 2020 Form DR-420MM, Line 13	13.5726 per \$1,000 (3)
4. Prior year operating millage rate from Current Year Form DR-420, Line 10	7.5500 per \$1,000 (4)
If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.	
Adjust rolled-back rate based on prior year majority-vote maximum millage rate	
5. Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$ 58,801,736 (5)
6. Prior year maximum ad valorem proceeds with majority vote <i>(Line 3 multiplied by Line 5 divided by 1,000)</i>	\$ 798,092 (6)
7. Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$ 66,208 (7)
8. Adjusted prior year ad valorem proceeds with majority vote <i>(Line 6 minus Line 7)</i>	\$ 731,884 (8)
9. Adjusted current year taxable value from Current Year form DR-420 Line 15	\$ 55,353,011 (9)
10. Adjusted current year rolled-back rate <i>(Line 8 divided by Line 9, multiplied by 1,000)</i>	13.2221 per \$1,000 (10)
Calculate maximum millage levy	
11. Rolled-back rate to be used for maximum millage levy calculation <i>(Enter Line 10 if adjusted or else enter Line 2)</i>	13.2221 per \$1,000 (11)
12. Adjustment for change in per capita Florida personal income <i>(See Line 12 Instructions)</i>	1.0569 (12)
13. Majority vote maximum millage rate allowed <i>(Line 11 multiplied by Line 12)</i>	13.9744 per \$1,000 (13)
14. Two-thirds vote maximum millage rate allowed <i>(Multiply Line 13 by 1.10)</i>	15.3718 per \$1,000 (14)
15. Current year proposed millage rate	8.8000 per \$1,000 (15)
16. Minimum vote required to levy proposed millage: (Check one)	(16)
<input checked="" type="checkbox"/> a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. Enter Line 13 on Line 17.	
<input type="checkbox"/> b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. Enter Line 15 on Line 17.	
<input type="checkbox"/> c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.	
<input type="checkbox"/> d. Referendum: The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.	
17. The selection on Line 16 allows a maximum millage rate of <i>(Enter rate indicated by choice on Line 16)</i>	13.9744 per \$1,000 (17)
18. Current year gross taxable value from Current Year Form DR-420, Line 4	\$ 70,457,669 (18)

19.	Current year proposed taxes <i>(Line 15 multiplied by Line 18, divided by 1,000)</i>	\$ 620,027	(19)
20.	Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000)</i>	\$ 984,604	(20)

DEPENDENT SPECIAL DISTRICTS AND MSTUs		STOP HERE. SIGN AND SUBMIT.
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21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM-P)</i>	\$ 0	(21)
22.	Total current year proposed taxes <i>(Line 19 plus Line 21)</i>	\$ 620,027	(22)

Total Maximum Taxes

23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM-P)</i>	\$ 0	(23)
24.	Total taxes at maximum millage rate <i>(Line 20 plus Line 23)</i>	\$ 984,604	(24)

Total Maximum Versus Total Taxes Levied

25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	(25)
-----	--	---	-----------------------------	------

S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :		Date :	
	Title :		Contact Name and Contact Title :	
	Mailing Address :		Physical Address :	
	City, State, Zip :		Phone Number :	Fax Number :

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.

**MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
INSTRUCTIONS**

General Instructions

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2021 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM-P shows the preliminary maximum millages and taxes levied based on your proposed adoption vote. Each taxing authority must complete, sign, and submit this form to their property appraiser with their completed DR-420, Certification of Taxable Value.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority will file a final Form DR-420MM, Maximum Millage Levy Calculation Final Disclosure, with Form DR-487, Certification of Compliance, with the Department of Revenue.

Specific tax year references in this form are updated each year by the Department.

Line Instructions

Lines 5-10

Only taxing authorities that levied a 2020 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2020 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

Line 12

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

Lines 13 and 14

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 16

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 17

Enter the millage rate indicated by the box checked in Line 16. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.



Reset Form


Print Form

MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM-P
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year: 2024	County: Hardee
Principal Authority : City of Bowling Green	Taxing Authority: City of Bowling Green - Operating
1. Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (1)
IF YES, STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.	
2. Current year rolled-back rate from Current Year Form DR-420, Line 16	6.8243 per \$1,000 (2)
3. Prior year maximum millage rate with a majority vote from 2020 Form DR-420MM, Line 13	13.5726 per \$1,000 (3)
4. Prior year operating millage rate from Current Year Form DR-420, Line 10	7.5500 per \$1,000 (4)
If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.	
Adjust rolled-back rate based on prior year majority-vote maximum millage rate	
5. Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$ 58,801,736 (5)
6. Prior year maximum ad valorem proceeds with majority vote <i>(Line 3 multiplied by Line 5 divided by 1,000)</i>	\$ 798,092 (6)
7. Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$ 66,208 (7)
8. Adjusted prior year ad valorem proceeds with majority vote <i>(Line 6 minus Line 7)</i>	\$ 731,884 (8)
9. Adjusted current year taxable value from Current Year form DR-420 Line 15	\$ 55,353,011 (9)
10. Adjusted current year rolled-back rate <i>(Line 8 divided by Line 9, multiplied by 1,000)</i>	13.2221 per \$1,000 (10)
Calculate maximum millage levy	
11. Rolled-back rate to be used for maximum millage levy calculation <i>(Enter Line 10 if adjusted or else enter Line 2)</i>	13.2221 per \$1,000 (11)
12. Adjustment for change in per capita Florida personal income <i>(See Line 12 Instructions)</i>	1.0569 (12)
13. Majority vote maximum millage rate allowed <i>(Line 11 multiplied by Line 12)</i>	13.9744 per \$1,000 (13)
14. Two-thirds vote maximum millage rate allowed <i>(Multiply Line 13 by 1.10)</i>	15.3718 per \$1,000 (14)
15. Current year proposed millage rate	8.8000 per \$1,000 (15)
16. Minimum vote required to levy proposed millage: (Check one)	
<input checked="" type="checkbox"/> a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. Enter Line 13 on Line 17.	
<input type="checkbox"/> b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. Enter Line 15 on Line 17.	
<input type="checkbox"/> c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.	
<input type="checkbox"/> d. Referendum: The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.	
17. The selection on Line 16 allows a maximum millage rate of <i>(Enter rate indicated by choice on Line 16)</i>	13.9744 per \$1,000 (17)
18. Current year gross taxable value from Current Year Form DR-420, Line 4	\$ 70,457,669 (18)

Taxing Authority :			
19.	Current year proposed taxes <i>(Line 15 multiplied by Line 18, divided by 1,000)</i>	\$	620,027 (19)
20.	Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000)</i>	\$	984,604
DEPENDENT SPECIAL DISTRICTS AND MSTUs			STOP HERE. SIGN AND SUBMIT.
21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM-P)</i>	\$	0 (21)
22.	Total current year proposed taxes <i>(Line 19 plus Line 21)</i>	\$	620,027 (22)
Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM-P)</i>	\$	0 (23)
24.	Total taxes at maximum millage rate <i>(Line 20 plus Line 23)</i>	\$	984,604 (24)
Total Maximum Versus Total Taxes Levied			
25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	(25)

S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :		Date :	
	Title :		Contact Name and Contact Title :	
	Mailing Address :		Physical Address :	
	City, State, Zip :		Phone Number :	Fax Number :

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.

**MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
INSTRUCTIONS**

General Instructions

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2021 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM-P shows the preliminary maximum millages and taxes levied based on your proposed adoption vote. Each taxing authority must complete, sign, and submit this form to their property appraiser with their completed DR-420, Certification of Taxable Value.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority will file a final Form DR-420MM, Maximum Millage Levy Calculation Final Disclosure, with Form DR-487, Certification of Compliance, with the Department of Revenue.

Specific tax year references in this form are updated each year by the Department.

Line Instructions

Lines 5-10

Only taxing authorities that levied a 2020 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2020 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

Line 12

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

Lines 13 and 14

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 16

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 17

Enter the millage rate indicated by the box checked in Line 16. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.





Pamela Durrance, City Manager
Charlette Ganas, Assistant City Manager/City Clerk

Gerald Buhr, City Attorney
John Scheel, Police Chief

CITY OF

104 East Main Street
Bowling Green, FL 33834

BOWLING GREEN

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

Presentation: Benefits of Hiring a Florida State Lobbying Service for Our Small Municipality

Introduction

- **Purpose:** To demonstrate the benefits of hiring a state lobbying service for our small municipality and justify the annual cost of \$33,000 to \$35,000.
- **Target Audience:** City Commissioners
- **Presenter:** [Your Name], City Manager's Office

Current Situation

- **Representation:** Last year, we sent three representatives to advocate for our city.
- **Outcome:** Received \$280,000 of the nearly \$4 million requested.
- **Challenges:** Limited presence in Tallahassee and infrequent visits reduce our effectiveness.

Proposal: Hiring a State Lobbying Service

- **Annual Cost:** Approximately \$33,000 to \$35,000
- **Benefits:**
 1. **Representation for State Legislative and Executive Branches:** Continuous and dedicated representation in Tallahassee.
 2. **State-Level Funding Opportunities:** Identifying, pursuing, and obtaining state legislative funding and grant opportunities.
 3. **Issue Advocacy:** Lobbying on issues important to the city as directed by the city manager or designee.

Key Benefits of Hiring a Lobbyist

1. **Continuous Representation:**
 - **Proximity:** A lobbyist based in Tallahassee will ensure our city has a constant presence, unlike our current approach with sporadic visits.
 - **Influence:** Regular interactions with lawmakers and state officials can build stronger relationships and influence.
2. **Enhanced Funding Opportunities:**
 - **Expertise:** Professional lobbyists are skilled in navigating the complexities of state funding processes.
 - **Success Rate:** Increased chances of securing more substantial funding and grants compared to our current approach.
3. **Cost Efficiency:**
 - **Travel Savings:** Reducing the number of city representatives traveling to Tallahassee will save costs.
 - **Focused Efforts:** With a dedicated lobbyist, our city can focus resources more effectively on specific legislative goals.



Pamela Durrance, City Manager
Charlette Ganas, Assistant City Manager/City Clerk

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Financial Justification

- **Current Expenditure:** Cost of sending three representatives versus hiring a lobbyist.
- **Potential Savings:** By sending only one representative and utilizing a lobbyist, we can save on travel and accommodation expenses.
- **Expected ROI:** Greater potential for securing state funds and grants, leading to a higher return on investment.

Case Study: Last Year's Experience

- **Example:** Despite sending three representatives, we received only \$280,000 of the nearly \$4 million requested.
- **Opportunity:** With a dedicated lobbyist, we could have increased our chances of securing a higher amount.

Strategic Growth

- **Future Plans:** As we plan for growth, having a lobbyist will be crucial in ensuring our city's interests are well-represented at the state level.
- **Advocacy:** The lobbyist will play a key role in advocating for our city's needs and priorities.

Conclusion

- **Recommendation:** Strongly suggest moving forward with hiring a state lobbying service to enhance our city's representation and funding opportunities.
- **Next Steps:** Review the attached contract from the FCCMA conference and consider the long-term benefits for our municipality.

Q&A

- Open the floor for questions and provide further details as needed.



June 19, 2024

Pam Durrance
104 East Main Street
Bowling Green, FL 33825

Re: Florida State Lobbying Services

Dear Manager Durrance:

Thank you for the opportunity to discuss the City of Bowling Green's current and future needs and how Capitol Strategy Group (CSG) can partner with the City to deliver results for the benefit of your constituents.

Based on our conversations and experience representing local governments before the executive and legislative branches of Florida government, I feel confident that CSG can work as a trusted partner to guide the City concerning state policy and funding opportunities while providing a great return on investment for your taxpayers.

CSG's proposed annual fee for representation before the state's legislative and executive branches of government is \$33,000, billed monthly at a rate of \$2,750, beginning July 1, 2024.

In addition to this fee, the City will be responsible for all costs that our firm incurs in the course of our representation of the City, including travel, copying, messenger services, communications charges, filing fees, and other out-of-pocket expenditures. All third-party charges are passed through without any markup by the firm. We are mindful of the need to closely monitor expenses and always work to keep any costs reasonable. We will send a monthly invoice reflecting the amount of our fees and costs, which is payable upon receipt.

This agreement will take effect as of July 1, 2024, terminate on June 30, 2025, and will be automatically renewed to cover each successive annual period thereafter in the absence of notice of non-renewal delivered at least 60 days prior to the termination date.

CSG's scope of services under this agreement are as follows:

1. Register and act as the City of Bowling Green's lobbyist before the executive and legislative branches of the Florida government.


2. Assist the City with identifying, pursuing, and obtaining state-level funding opportunities, including legislative funding and grant opportunities.
3. Lobby the legislative and executive branches on issues of importance to the City, as directed by the Manager, City Commission, or their designee.

If you find these terms satisfactory, please sign this letter in the space provided and return, via email, a signed copy. We appreciate the opportunity to provide this proposal to the City and look forward to delivering results that benefit your community.

Sincerely,


Jon Costello, Capitol Strategy Group

CAPITOL STRATEGY GROUP HAS REVIEWED, ACCEPTED, AND AGREES TO THE TERMS OF THIS AGREEMENT:

Signature: 

Email: citymanager@bowlinggreenflorida.org

THE CITY OF BOWLING GREEN HAS REVIEWED, ACCEPTED, AND AGREES TO THE TERMS OF THIS AGREEMENT:

Signature

Printed Name

Date

Strategic Plan

A strategic plan serves as a blueprint that aligns our department's initiatives with overarching citywide goals. It ensures that our actions are coordinated, prioritized, and optimized to deliver maximum impact on the services we provide to our residents. Here are several compelling reasons why a strategic plan is essential:

1. **Alignment and Focus:** A strategic plan aligns our department's activities with the broader goals and priorities set forth by the City Commission and the community. It provides clarity on where we should concentrate our efforts and resources to achieve meaningful outcomes.
2. **Efficient Resource Allocation:** With a strategic plan in place, we can allocate our limited resources—financial, human, and time—more effectively. It enables us to prioritize projects and initiatives that are most critical to enhancing the quality of life for our residents.
3. **Improved Decision-Making:** By outlining clear objectives and strategies, a strategic plan facilitates informed decision-making within our department. It enables us to anticipate challenges, identify opportunities, and proactively address issues that may arise.
4. **Enhanced Accountability and Performance Measurement:** A documented strategic plan establishes measurable goals and benchmarks against which we can track our progress and evaluate our performance. It enhances transparency and accountability to our stakeholders, including the City Commission and the public.
5. **Competitiveness for Funding:** Many funding agencies and grant providers look favorably upon cities with comprehensive strategic plans. A well-developed plan demonstrates our commitment to strategic investments and positions us competitively to secure external funding opportunities that can supplement our budget.

In light of these benefits, I strongly urge the City Commission to support the development and adoption of a strategic plan for our city. This process should involve collaboration across city departments, engagement with community stakeholders, and alignment with the City Commission's strategic priorities.

Furthermore, it is crucial that the strategic plan is a dynamic document, subject to periodic review and updates as circumstances evolve and new opportunities emerge. This iterative process ensures that our city remains adaptable and responsive to changing needs and challenges over time. We emphasize the critical need for our city to adopt a strategic plan that will effectively guide our efforts in achieving objectives and securing funding opportunities. Developing and implementing such a plan is not merely advantageous but imperative for the sustainable growth and development of our community.

Thank you for your consideration of this important matter. I am confident that with a clear strategic direction, we can effectively navigate the complexities of city management and achieve sustainable growth and prosperity for the City of Bowling Green.

AGENCY STRATEGIC PLAN OUTLINE

INSTRUCTIONS AND PURPOSE

This outline is intended to show agencies the core components that must be included in their strategic plans. It is meant to be a minimum, and agencies should add additional components and information to tailor the plan to their own business needs and the needs of the communities and clients they serve. Ideally, agencies will use the strategic planning process to satisfy the state requirements around DEI plans and Information Technology Strategic Plans. Please consult with the Governor's Policy Advisor assigned to your agency as you begin the strategic planning process.

1. DEFINE YOUR VISION, MISSION, AND VALUES & EQUITY STATEMENT



Determine your vision and what you want to achieve in the long term.

VISION:



Determine your mission and what your purpose is.

MISSION:



Determine what your values are.

VALUES:



Determine how you advance equity in your work, and craft an equity statement.

EQUITY
STATEMENT:

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2. CONDUCT A PESTLE ANALYSIS



Identify the political, economic, sociological, technological, legal, and environmental circumstances your organization is operating within.

A PESTLE analysis is a tool used to conduct an external scan of an organization's environmental influences that helps guide the planning and strategic decision making. It is often referred to as providing a 'big picture' of the environment in which a business operates.

Often, the analysis will determine likely issues/events that will impact the business – these are generally considered to be outside the control of the business.

It is a vital part of any strategic planning that will help you to examine and plan for any external factors (Political, Economic, Sociological, Technological, Legal and Environmental) that could affect us.

PESTLE Factor	Analysis
Political (State or federal policy, rules, new laws, and upcoming elections.)	
Economic (The broad, economic climate we are in, such as inflation rates, interest rates, economic growth, and property prices.)	
Social (The population growth rates, cultural aspects, age distribution, and changing social behaviors.)	
Technological (The availability of technology and rate of technological changes for you and to your customer.)	
Legal (The laws directly connected to us and our area of activity.)	
Environmental (The surrounding environment, weather, natural disasters, geographical position, climate changes, and sustainability.)	

3. CONDUCT A SWOT ANALYSIS



Identify your organization's strengths, weaknesses, opportunities, and threats. This is a key opportunity for community engagement. A SWOT analysis should be done with representatives from key groups, such as employees, community-based organizations, tribes, historically marginalized communities and business partners.

STRENGTHS	WEAKNESSES
<ul style="list-style-type: none">•	<ul style="list-style-type: none">•
OPPORTUNITIES	THREATS
<ul style="list-style-type: none">•	<ul style="list-style-type: none">•

4. SET GOALS AND OBJECTIVES



Based on your SWOT analysis results, set specific, measurable, achievable, relevant, and time-bound (SMART) goals and objectives. Include at least one goal related to Oregon Tribes and one goal related to achieving Diversity Equity and Inclusion.

S.M.A.R.T	Description
Specific	What do you want to achieve? What is the outcome you are wanting?
Measurable	How will you know the goal has been achieved? How will you measure progress?
Achievable	How can we accomplish the goal? What steps or tasks are needed to achieve the goal?
Relevant	Does this goal align with agency strategies? Is this the right time?
Time-Bound	What is the timeframe to achieve the goal? What is the completion date?

Goal #1:

Outcome(s):

Goal #2:

Outcome(s):

Goal #3:

Outcome(s):

Goal #4:

Outcome(s):

Goal #5:

Outcome(s):

5. DEVELOP STRATEGIES



Determine the best course of action to achieve your goals and objectives.

6. CREATE AN ACTION PLAN



Develop an action plan that outlines the specific steps you will take to implement your strategies.

Description	Start Date	End Date	Duration
Project #1			
Project #2			
Project #3			
Project #4			
Project #5			

7. ALLOCATE RESOURCES



Determine the resources, including financial, human, and technological, required to implement your action plan.

8. MONITOR AND EVALUATE



Determine how you will continuously monitor your progress and evaluate the effectiveness of your strategies to determine if they need to be adjusted.

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USDA Grant opportunities

Small undeveloped rural cities can pursue various grant funding opportunities through USDA Rural Development (USDA RD) if they have a strategic plan in place. Here are some key grant programs they can consider:

1. Community Facilities Grant Program (CF):

- **Purpose:** Provides grants for essential community facilities in rural areas, such as healthcare facilities, fire stations, community centers, and public buildings.
- **Eligibility:** Rural cities and towns with populations under 20,000 are eligible. Projects must serve a rural area, as defined by USDA RD.
- **How a Strategic Plan Helps:** A strategic plan helps identify community facility needs, align proposed projects with long-term goals, and demonstrate community support and readiness, which strengthens the application.

2. Water and Waste Disposal Grant Program (WWD):

- **Purpose:** Provides grants for water and wastewater infrastructure projects in rural areas, including water treatment plants, distribution systems, and wastewater treatment facilities.
- **Eligibility:** Rural communities, including cities and towns, are eligible to apply.
- **How a Strategic Plan Helps:** A strategic plan can identify water and waste disposal needs, prioritize infrastructure projects, and provide a roadmap for utilizing WWD grants to address critical infrastructure gaps identified in the plan.

3. Rural Business Development Grants (RBDG):

- **Purpose:** Provides grants for projects that support rural small businesses, such as business incubators, technical assistance, and economic development planning.
- **Eligibility:** Non-profit organizations, local governments, and tribal entities in rural areas are eligible.
- **How a Strategic Plan Helps:** A strategic plan can outline economic development goals, identify opportunities for business growth, and support

the case for how RBDG funding will contribute to achieving these goals, thereby enhancing the competitiveness of the grant application.

4. **Community Connect Grants:**

- **Purpose:** Provides grants for broadband deployment in rural communities that lack broadband service.
- **Eligibility:** Rural areas without sufficient broadband access, including cities and towns.
- **How a Strategic Plan Helps:** A strategic plan can highlight the community's need for broadband access, demonstrate how improved broadband infrastructure aligns with economic and community development goals, and support the application for Community Connect Grants to bridge the digital divide.

5. **Rural Energy for America Program (REAP):**

- **Purpose:** Provides grants for renewable energy systems, energy efficiency improvements, and energy audits in rural areas.
- **Eligibility:** Agricultural producers and rural small businesses in eligible rural areas.
- **How a Strategic Plan Helps:** A strategic plan can identify energy needs and goals for the city, prioritize energy efficiency projects, and support the application for REAP funding to achieve energy sustainability objectives outlined in the plan.

In each case, having a strategic plan enhances the city's ability to articulate its development needs, prioritize projects, and demonstrate readiness to utilize USDA RD funding effectively. The plan shows USDA RD that the city has a clear vision for its future and is committed to leveraging resources to improve infrastructure, economic development, and quality of life in rural communities.

DOT Grant opportunities

A strategic plan can help rural cities secure funding for road resurfacing and other transportation projects:

1. **Demonstrates Community Priorities:** A strategic plan outlines the city's long-term goals and priorities, including infrastructure needs such as road resurfacing. When applying for DOT grants, having a strategic plan shows that the project aligns with broader community objectives and is a high-priority investment for the city.
2. **Supports Needs Assessment:** A strategic plan typically includes a thorough assessment of current infrastructure conditions and future needs. This data-driven approach provides evidence of why road resurfacing is necessary, supporting the city's case for funding based on documented need.
3. **Enhances Project Justification:** Grants often require a detailed justification of the project's importance and potential impact. A strategic plan can articulate how road resurfacing contributes to economic development, improves safety, enhances transportation efficiency, and benefits the overall quality of life for residents. This strengthens the grant application by clearly outlining the project's significance and expected outcomes.
4. **Aligns with Funding Criteria:** Many DOT grant programs prioritize projects that align with specific criteria such as economic impact, safety improvements, and environmental benefits. A strategic plan helps tailor the grant application to demonstrate how road resurfacing meets these criteria, increasing the competitiveness of the city's funding proposal.
5. **Supports Community Engagement:** A well-developed strategic plan often includes input from stakeholders and community members. This engagement demonstrates local support and ensures that the proposed road resurfacing project reflects the needs and priorities of residents, which can be crucial in securing funding from DOT programs that consider community involvement as a criterion.
6. **Long-Term Planning and Sustainability:** DOT grant programs may favor projects that are part of a comprehensive, long-term strategy for transportation infrastructure development. A strategic plan provides assurance that the city is committed to sustainable growth and infrastructure maintenance, which can make the project more attractive to funding agencies looking for investments with lasting benefits.
7. **Improves Project Management:** Grant applications often require detailed project plans, timelines, and budget estimates. A strategic plan provides a framework for project management, helping the city demonstrate readiness to effectively utilize

grant funds and successfully implement the road resurfacing project within specified timelines and budget constraints.

In summary, a strategic plan serves as a foundational document that not only guides the city's development efforts but also strengthens its ability to secure funding for critical infrastructure projects like road resurfacing. By aligning project proposals with strategic goals, demonstrating community support, and providing clear justifications based on data and needs assessments, rural cities can enhance their competitiveness and increase their chances of receiving funding from DOT and other grant programs.

There are grant opportunities through the Department of Transportation (DOT) that rural cities can apply for to resurface roads. Here are a few key programs to consider:

1. Federal Highway Administration (FHWA) Programs:

○ **Surface Transportation Block Grant Program (STBG):**

- **Purpose:** Provides flexible funding that can be used for a variety of transportation projects, including road resurfacing.
- **Eligibility:** States allocate funds to eligible projects within their jurisdictions, including rural cities.
- **How to Apply:** Cities typically apply through their state department of transportation (DOT), which manages the allocation of STBG funds.

2. DOT Rural Transportation Programs:

○ **Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grants:**

- **Purpose:** Provides funding for projects that have significant local or regional impact, including road and bridge projects in rural areas.
- **Eligibility:** Local governments, including rural cities, can apply directly.
- **How to Apply:** Applications are submitted directly to the DOT during the grant application period.

3. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program:

- **Purpose:** Provides federal credit assistance in the form of direct loans, loan guarantees, and standby lines of credit for large-scale transportation projects, including road resurfacing.
- **Eligibility:** Local governments, including rural cities, can apply if they meet the eligibility criteria.
- **How to Apply:** Applications are submitted directly to the DOT, and projects are selected based on their economic and environmental benefits.

4. **Emergency Relief Program (ER) (Federal Highway Administration):**

- **Purpose:** Provides funding for the repair or reconstruction of roads and bridges damaged by natural disasters or catastrophic events.
- **Eligibility:** Rural cities affected by qualifying disasters can apply for funding.
- **How to Apply:** Applications are typically coordinated through the state DOT, which manages the ER funding allocation and application process.

5. **State Transportation Grants and Programs:**

- Many states also offer their own transportation grant programs specifically tailored for road resurfacing and other infrastructure improvements. These programs may include:
 - **State Transportation Improvement Program (STIP):** Allocates federal and state funds for transportation projects, including road resurfacing.
 - **Local Transportation Assistance Program (LTAP):** Provides funding for local road and bridge projects.
 - **State Emergency Relief (SER):** State-level emergency relief funding for road repairs after disasters.

For rural cities, it's important to coordinate with their state DOT to understand specific funding opportunities, eligibility requirements, application procedures, and deadlines for each program. Building a strong case with a clear description of the project's benefits and alignment with transportation goals can significantly strengthen the city's application for DOT grants.

A Guide to Strategic Planning for Rural Communities

**USDA Rural Development
Office of Community Development**

The U.S. Department of Agriculture (USDA) prohibits discrimination in its programs on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, and marital or familial status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint, write: Secretary of Agriculture, U.S. Department of Agriculture, Washington, D.C. 20250, or call 1-800-245-6340 (voice) or (202) 720-1127 (TDD). USDA is an equal employment opportunity employer.

USDA Rural Development's Office of Community Development administers the Empowerment Zones and Enterprise Communities (EZ/EC) program, a Presidential initiative designed to provide economically depressed rural areas and communities with real opportunities for growth and revitalization. Its mission: to create self-sustaining, long-term economic development in areas of pervasive poverty, unemployment, and general distress, and to demonstrate how distressed communities can achieve self-sufficiency through innovative and comprehensive strategic plans developed and implemented by alliances among private, public, and nonprofit entities.

Additional copies of this guidebook can be obtained by contacting:

USDA Rural Development
Office of Community Development
Reporter's Building, Room 701
300 7th Street, SW
Washington, DC 20024
1-800-645-4712
<http://www.rurdev.usda.gov/ocd>

Revised March 1998

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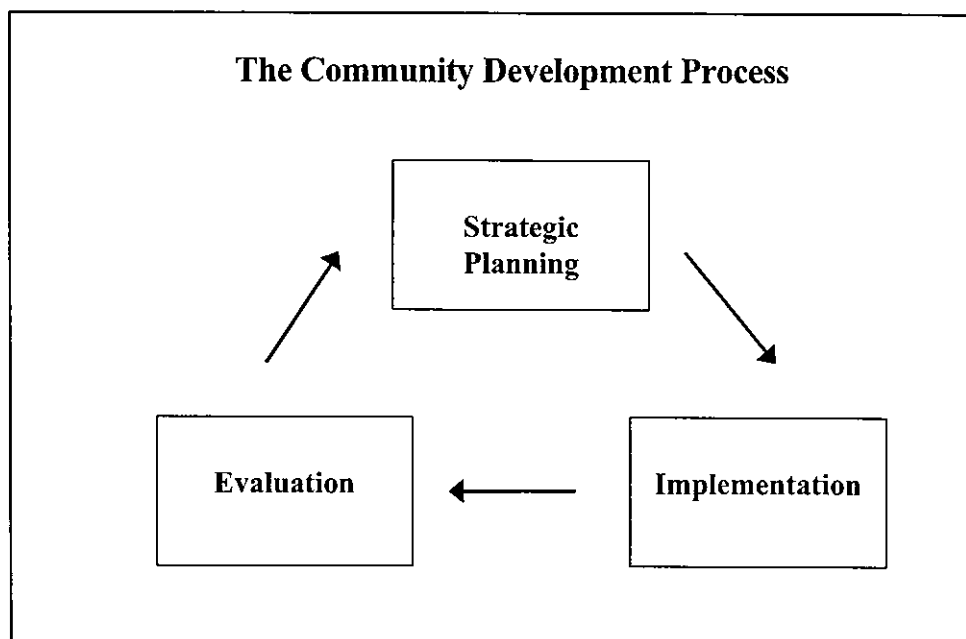
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Preface

Healthy communities require constant attention and nurturing. Communities become what they are based on choices people make over a long period of time. They are shaped by the decisions we make or fail to make. Some are made with knowledge about their impacts, but others are not. Some lead to unanticipated outcomes. But, the lack of a decision also has consequences.

The strategic plan is a useful tool for any community that wishes to change and grow. A plan will help you see where you want to go and help you make decisions on how to get there. This guidebook will help you choose a path for your community. It takes you through the first step in a process for change: strategic planning. You will create a vision of what you want your community to be like in the future; identify things that are preventing change and opportunities to move forward; and you will decide what actions are needed to make your vision a reality.

The community development process consists of three phases: strategic planning, implementation, and evaluation. Strategic planning looks at the big picture and helps you decide what is important. During implementation, you do the things which will get you where you want to be. After completing your activities, you evaluate them to see how well they worked. Improvements in the strategic plan will be based on lessons learned.



Why Do a Strategic Plan?

A strategic plan lays out the blueprint for change within a community. It takes a community from a pie-in-the-sky vision to specific actions. Below are some very good reasons for doing strategic planning:

- To create a vision of what the community wants to become in the future.
- To see the big picture of how the community's economy, environment and people will be changed.
- To make sure that everyone in the community shares in its well-being.
- To select and agree on some common goals.
- To involve as many people and local organizations (e.g. universities, medical centers) as possible in the process.
- To find out how much time, money, and other resources are needed to create change.
- To get the support of Federal, State, private and non-profit partners.

Getting Started

Once your community has decided to prepare a strategic plan, here are some steps to help you get started.

1. Identify a Lead Organization

Find an organization within your community that will provide leadership and support in the early stages of putting together a strategic plan. This organization may provide meeting space, telephones, computers, copiers, fax machines, secretarial support, and other things that the community needs to get started. You may have to create a new organization if you cannot find or agree on an existing one.

2. Form a Steering Committee

The steering committee will oversee the strategic planning process. Recruit up to a dozen people from the community to serve on this committee. They should have the trust and respect of others and should represent different interests within the community. Form a diverse group, rather than the same few people who are always in leadership positions.

3. Involve All Kinds of People

Get many people involved in the planning process. The strategic plan will have greater support if many people are involved. You need to hear from people who have different points of view, even if you do not agree with them. This will help you make decisions with more complete information and avoid some unexpected problems. Encourage minorities or people who have lower incomes to take part in the process.

Think about which local organizations can carry out actions in the strategic plan. These may include governmental agencies, community groups (e.g. schools, food banks), and businesses. The strongest plans are usually those that include a wide range of community organizations in designing and implementing the strategic plan.

Search for organizations and people who have helpful skills such as:

- Being creative
- Ability to work well with different kinds of people
- Good organizational skills
- Using local resources efficiently
- Lots of energy and enthusiasm

**Broad Participation:
Do your planning meetings
reflect what your community
looks like?**

4. Obtain Resources

Developing a strategic plan requires resources: people, places, and things (computers, copiers, etc.) to do the work. Create a list of these startup needs and find people or organizations willing to help. Your lead organization will provide you with initial help, but don't depend on just one agency. Think of individuals or agencies that are not directly involved in your steering committee, such as state economic development agencies, state offices of USDA Rural Development, and private foundations. Include youth groups.

5. Establish the Process

How will you make thoughtful choices about your future? After you have found people and resources, the steering committee should decide how the community will develop a strategic plan. Who will organize meetings? Who needs to attend? When and how will the public be involved? How many meetings are needed? How long will they run? What results do you want from each meeting?

Find someone in your community who can act as a facilitator or train several people. A facilitator makes sure your meetings run on time, that everyone has the chance to express an opinion, that decisions get made, that disruptions are small, and that everyone reaches agreement on important issues. Local businesses, community colleges, churches or government agencies may have skilled facilitators.

6. Develop a Planning Timetable

Create a brief (one or two page) planning timetable that describes when and where events will take place and who is responsible for organizing them.

Phase I: Strategic Planning

There are many ways to develop a strategic plan. These six steps will guide those who are not familiar with the process.

1. Develop a Vision Statement

Start thinking about your vision by creating a list of shared values in the community. Ask yourselves, "What is important to our community? What values will guide our activities?" For example: "We value creativity and innovative ideas," "We value self-sufficiency and helping ourselves," and "We value everyone's opinions and contributions."

Values, Vision and Process:

- **What values will guide our activities?**
- **What kind of community do we want to become?**

The USDA Office of Community Development's vision is: "We envision vibrant rural communities that are sustained through creativity, diversity, and collaboration."

Another example is: "Our youth are well-educated and capable of finding or creating good jobs locally."

Begin crafting a vision statement. Describe how you want your community to be in the future. Use a 10- to 50-year timeframe. Think about how your economy, environment and people will interact. What will be different from today? Describe the end result you want. At this point, you do not have to describe how you will get there. That will be decided later.

Involve as many people as possible in this process. You may choose to have a larger group brainstorm about ideas and then ask a few people to try to combine those ideas into a short and clear vision statement.

2. Assess the Community

Once you have agreed on a common vision of the future, look at what you currently have. Prepare a profile of your community that describes its economy, environment and people. Some of this information may already be available from government agencies, colleges and universities, planning departments, utilities or local businesses.

Community Assessment:

- **Trends and conditions**
- **Problems and barriers**
- **Opportunities and assets**
- **Identify root causes of problems**

Describe trends affecting your community, the problems it faces, and the opportunities ahead. What are the barriers to change and the assets you can rely on? Has there been a lot of growth? Are a lot of people leaving the community? What businesses are doing well and what businesses are doing poorly? Look at the resources in your community. What kind of businesses are there? What do they sell? To whom do they sell? Where do people and local businesses buy the things they need? What churches, health centers, schools, parks and other public facilities serve your

community? What are community landmarks or attractions? What are the things your community is most proud of?

This community profile will help you see where needs are not being met and identify people and resources needed to carry out your plan. The chart includes some major areas in which to identify your community's strengths, weaknesses, opportunities and problems.

Issue Category	Examples
Arts/Recreation/Culture	Facilities, programs, after-school activities, festivals
Basic Needs	Food, housing, clothing, household goods, equal opportunity.
Business Opportunities	Large and small businesses, self-employment, and second jobs.
Education	Preschool, primary, secondary, trade schools, colleges
Environmental Quality	Quality of air, water, land. Noises, odors, pollution.
Health	Physical, mental, dental, emergency care, drug abuse.
Housing	Affordable, safe, with basic services
Jobs	Unemployment, wage levels, training and job placement
Family and Youth	Parenting and communication skills, abuse or violence.
Physical Assets	Natural environment, parks, land use, roads, airports, water and sewer, telecommunications
Safety/Security	At home, school, work, in the community.

After preparing the community profile, examine the root causes of problems you identified. Ask why this problem exists and continue asking until you find the root cause. Imagine you are the manager of a store and have a problem with an employee.

Why is there a problem?	The employee shows up late to work every day.
Why is the employee late?	She takes her child to the day care across town.
Why does she take her child there?	There is no day care close to work.
Why can't she find any?	There is the only one facility in the community.

By asking "why?" several times, you will realize that the root cause of the problem is not that you have a lazy employee, but that there are not enough child care services in the community. Asking why can save you a lot of time and money in getting at the real cause of problems.

3. Analyze Resources

After completing the community assessment, look at available or needed resources such as people, organizations, money, facilities, equipment, and other things that can be used to carry out your plan. What Federal, State, local, foundation and private resources could you apply for? Can a religious group raise some of the needed money through a yard sale? Will a large employer match any funds you can raise? Think about creative ways to find additional resources, especially those that do not involve money. Can local or regional businesses donate excess equipment? Committed and motivated people are just as important as money.

Resource Analysis:

- What resources does the community already have?
- What new resources does the community need?

4. Rank Problems and Opportunities

During the community assessment, you identified opportunities and problems and their root causes. Now rank the issues in order of importance. Rate each problem on one or two factors: the **severity** (seriousness

Ranking Problems and Opportunities:

- How will you prioritize problems and opportunities?

of the problem) and **magnitude** (number of people affected). Assign a value to each problem, ranging from 1 (low) to 5 (high). Multiply the severity number by the magnitude number to get a score for each problem. Opportunities can be ranked by the likelihood of success, how much benefit you will get or other factors. Limit the amount of time for discussing each problem in public meetings to focus on the most important concerns. Differences of opinion and lack of resources may mean some highly ranked problems or opportunities are left out of the strategic plan in the short run. But these issues can be included in later updates of the plan.

5. Determine Long-term Goals

What does the community want to change or achieve in the next 10 years? A strategic plan should include goals for each highly-ranked problems and opportunities. It is not necessary to begin working on every goal in the first year. In some cases, more information may be needed about a problem before you can begin to solve it. When you develop goals, you are setting the direction for your community. Any specific action you take later should relate directly to one of your goals. Describe your goal in enough detail so that everyone will know when you get there. For example: By the year 2010, the high school graduation rate in the community will be 80 percent. In this step, you do not need to say how you will achieve the goal.

Goal Setting:

- What does your community want to achieve in the long term?

6. Select Strategies

Next, decide the best way to achieve your goals. You should brainstorm as a community about different strategies to achieve your goals. You will be more likely to identify creative strategies when a diverse group of individuals are involved in the process. This will help you identify and avoid any negative or unintended consequences. For example, to reduce unemployment, you could use any or all of these strategies: increase the amount of loans available to existing businesses; set up a job training program; recruit new businesses into the community; start a small business center; or come up with another creative idea.

Strategy Development:

- **What will your community do to achieve a particular goal?**

After you have developed a list of strategies, evaluate them to decide which ones will be most effective. Here are some questions to help you think about the impacts that a strategy could have. If negative impacts are identified in any of these areas, you can brainstorm about ways to minimize or avoid them.

- Does the strategy attack the root causes of a problem?
- Is it a powerful method for change?
- Does it involve partnerships among all sectors?
- Will the strategy promote community empowerment in decisionmaking?
- Will the strategy distribute benefits widely in the community (Consider age, gender, race, income and disability)?
- How will the strategy affect the community's economic diversity and vitality?
- How will the strategy affect the community's self-reliance and vulnerability to outside influences (e.g., global trade, severe weather, economic downturns)?
- How will the strategy affect the community's resilience or ability to adapt to changing circumstances?
- How will the strategy impact existing public services, such as schools, police, roads, water, and sewer?
- What is the net impact on community finances (revenues vs. long-term costs)?
- How will the strategy affect the community's natural resources (air, water, energy, and land)?
- Will the strategy enhance the more efficient use of community resources (financial, man-made, natural)?
- How much waste or pollution will the strategy create?
- What will be the cumulative effect of this and other related actions (i.e. approving a subdivision may contribute to a gradual loss of farmland.)?
- How will this action further the community's long-term vision and goals?
- What impact will this action have off-site (neighboring communities or the larger region)?
- How much risk does this action involve? Consider whether it puts all of the community's eggs in one basket or if some aspects of the action could succeed while others do not.

Phase 2: Implementing the Plan

No strategic plan is complete just because it gets written. The hard work of implementation comes next. Everything cannot be done at once, so a strategic plan should be divided into several programs of work. Divide a 10-year plan into five 2-year work programs. Each two-year work program describes who will do things, to or with whom, what will be done, at what cost, and how success will be measured.

Select goals and strategies from the strategic plan that you will begin during the first 2-year period. The work program must contain realistic estimates of expenses and income, describe tasks that need to be done, identify who will do the tasks, and set a timeframe for completion. Although this information may change under unexpected circumstances, your work program should be as detailed and realistic as possible. Next, decide how to measure your progress and select “benchmark targets” for the first 2 years. These targets help evaluate your progress and report on outputs.

Implementation may be the most difficult but most important phase in the community development process. It is in this phase that the planned-for resources can be lost, partnerships become either close or distant, projects are started and then managed, and results become visible. Experience shows that successful communities usually do these things:

- Start with a smaller project that has a high chance of success,
- Manage their resources wisely and get the most value for every dollar,
- Act responsibly so their supporters have confidence in the community’s ability to deliver the promised results,
- Keep citizens informed and constantly involved,
- Set benchmarks to measure how well they are doing,
- Evaluate progress regularly and publicly,
- Change their plans when conditions change or new opportunities arise, always keeping in sight the long-term vision,
- Use every opportunity to learn from experience, and
- Celebrate successes publicly.

This guidebook is not intended to address the implementation phase in detail. USDA’s Rural Development Office of Community Development provides communities with separate guidance on benchmarking, which is an important implementation tool in the Empowerment Zone/Enterprise Community Program.

Another helpful guide to successful project implementation is U.S. Department of Health and Human Services, Office of Community Services, *Self-Sufficiency Project Implementation Manual: Lessons Learned from Eight Years of Office of Community Service Demonstration Partnership Programs* (Washington: Department of Health and Human Services, Office of Community Services, October 1996).

Phase III: Evaluation

A strategic plan is never really finished. It will change as your community's needs, resources and priorities change. Your first version will change over time as you learn from your experiences and improve it. Think of your plan as being in a looseleaf notebook, not as a hardcover book which never changes. Constant evaluation will help you see how well the community is doing, understand the benefits and impacts of certain activities, and make decisions based on better information.

Monitoring and Continuous Learning:

- **How will members of the community be kept involved and informed?**
- **How will the community report on annual progress?**
- **How and when will you review and update the strategic plan?**
- **How will the community evaluate its process, outputs and outcomes?**

1. Continuing Public Involvement

After the initial enthusiasm of developing a community vision and strategic plan, many communities find it difficult to maintain public interest and involvement. This dropoff is normal, but over the long term, a strategic plan cannot succeed if it relies on only a few people to implement it. The plan should describe how the community will involve the public. The community always needs a large pool of motivated people. For example, some communities establish working committees or hold regular town hall meetings. It is especially important to reach out to those segments of the community that have not been very active in past community functions.

2. Progress Reports

How will successes be publicized? As the strategic plan is being implemented, it is important to have constant communication with the public and agencies that have provided resources to the community. It is easy to forget to tell everyone what you are doing when you are so busy doing the work. However, the individuals and agencies that support the community need to know that their time and money are well spent. The strategic plan should describe how and when you will provide progress reports to the public and other partners. This will help maintain good partnerships and ensure continued support from inside and outside the community.

3. Strategic Plan Review and Amendment

How and when will the community review its strategic plan? This review can look at both "How is the community doing?" and "How well are the plan's goals being carried out?" It can consider unexpected circumstances and scan the environment for new problems or opportunities. The review team could include some of the people that developed the strategic plan as well as members of the public. The review may identify things that need to be changed in the strategic

plan. Perhaps you thought you could build a new airport, but you later learned that your proposed site was a toxic waste area. As your situation changes, so will your plan.

However, you should not immediately revise your strategic plan every time you identify something that needs to be changed. Planning experience has shown that an annual review cycle works well and no more than two per year should be allowed. Constant changes can weaken the plan and lead community members to lose interest in the process. The strategic plan should describe an official, public process to change the plan. This will allow those who helped develop the plan to learn about the proposed changes and participate in refining and approving them. Just as the whole community participated to create the plan, they should also help improve it.

4. Continuing Evaluation

Every once in a while, you should stop and look at what went right or wrong, learn why it happened and try to prevent similar problems in the future. The strategic plan should describe how and when the community will evaluate the process, outputs and outcomes of the strategic plan. If you already know who will do your evaluations, include them in the planning process. They can tell you what kind of data is needed to do a good evaluation.

Process

Did people complete their tasks on time and within budget? A process evaluation helps answer questions such as "What changes are needed in how we are carrying out our plan?" and "How can we do it better?" It may be possible to do a process evaluation at the end of the first year or it may be more effective to do it during the strategic plan's annual review and update.

Outputs

An output evaluation asks, "How much of what we planned to do did we actually accomplish?" Outputs are usually things that can be counted and that you can see completed in a short timeframe. They result from activities in the strategic plan and work programs. (e.g., jobs created, houses built, programs started).

Outcomes

In evaluating the end results of implementing a strategic plan, ask "How successful were we in tackling the long-term problems in our community?" or "How successful were we in achieving our long-term goals?" Outcomes are usually long term (e.g., fewer people living in poverty) and linked to problems and goals. They are hard to evaluate because many factors that influence a community's well-being are out of its control (e.g., weather, the world trade).

Strategic Plan Elements

What is the product of the strategic planning process? Unless required by a specific program, the plan does not have to follow any specific format. Here are all the major elements of a strategic plan:

1. Vision Statement

- What values will guide our activity?
- What kind of community do we want to become?

2. Community Assessment

- Trends/conditions (economic, social, etc.)
- Problems and barriers, their root causes and their magnitude/severity
- Community strengths and opportunities
- Ranking or prioritizing of problems and opportunities
- Existing resources, assets, capabilities and new resources needed

3. Goals

Group goals under key issues, such as housing, transportation, employment, and environment and under each major heading, describe:

- What are our long-term goals?
- What is our desired condition?
- What do we want to change (condition, problem, barrier, opportunity)?

4. Strategies

- How can we best achieve each goal?
- How will partnerships help us achieve our goal?

5. Evaluation Process

- How and when will the strategic plan be reviewed and updated?
- How will the community report on progress every year?
- How will the community evaluate its process, outputs and outcomes?
- How will members of the community be kept involved and informed?

Where to Get Help

FEDERAL AGENCIES

- USDA Rural Development, Office of Community Development: 1-800-645-4712
- USDA Rural Development State Office Community Development Program Managers
- USDA Forest Service

**Useful Web Sites for Community
Empowerment**

<http://www.ezec.gov>

<http://www.rurdev.usda.gov/ocd>

STATE AGENCIES

- State Data Centers for census information
- State departments of community development
- State Cooperative Extension Office

OTHERS

- Universities, institutes, foundations, “think tanks,” and local consultants
- Resource Conservation and Development districts
- Community Action Agencies
- Area Planning and Development districts
- Southern Rural Development Center
- North Central Regional Center for Rural Development
- Western Region Rural Development Center
- Northeastern Rural Development Center

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Planning Implementation Tools Capital Improvement Plan



Center for Land Use Education

www.uwsp.edu/cnr/landcenter/

September 2008

TOOL DESCRIPTION

A capital improvement plan (CIP) is a community planning and fiscal management tool used to coordinate the location, timing and financing of capital improvements over a multi-year period — usually 4-6 years. Capital improvements refer to major, non-recurring physical expenditures such as land, buildings, public infrastructure and equipment. The CIP includes a description of proposed capital improvement projects ranked by priority, a year-by-year schedule of expected project funding, and an estimate of project costs and financing sources. The CIP is a working document and should be reviewed and updated annually to reflect changing community needs, priorities and funding opportunities.

COMMON USES

Annual Capital Budgeting

Preparation of the CIP and annual budget are closely linked. The first year of the CIP, known as the capital budget, outlines specific projects and appropriates funding for those projects. It is usually adopted in conjunction with the government's annual operating budget. Projects and financing sources outlined for subsequent years are not authorized until the annual budget for those years is legally adopted. The out years serve as a guide for future planning and are subject to further review and modification.

Plan Implementation

The CIP is a powerful tool for implementing a community's comprehensive plan, strategic plan, and other planning documents. Capital investments such as utility extensions, highway improvements, and the purchase of parkland or environmental corridors can have a substantial impact on patterns of growth and development. By providing funding for strategic investments at a given time and location, the CIP helps ensure that development occurs consistent with a community's plans and vision.

Purposes of Capital Improvement Planning:

- ◆ Ensure the timely repair and replacement of aging infrastructure.
- ◆ Provide a level of certainty for residents, businesses and developers regarding the location and timing of public investments.
- ◆ Identify the most economical means of financing capital improvements.
- ◆ Provide an opportunity for public input in the budget and financing process.
- ◆ Eliminate unanticipated, poorly planned, or unnecessary capital expenditures.
- ◆ Eliminate sharp increases in tax rates, user fees and debt levels to cover unexpected capital improvements.
- ◆ Ensure that patterns of growth and development are consistent with the comprehensive plan.
- ◆ Balance desired public improvements with the community's financial resources.



Figure 1: The capital improvement plan is used to identify, prioritize and assign funding to major capital expenditures such as land, buildings, public infrastructure and equipment.

C

What is a Capital Improvement?

Most communities define capital improvements as major public expenditures, usually physical in nature.

Local policies may specify the *cost* and *useful life* of qualified projects. For example, a small community may set minimum project costs at \$1,000 or \$2,500, while larger communities set the threshold at \$10,000 or \$25,000. Expenses below this level are considered “operational” and appear in the annual budget. The Government Finance Officers Association recommends a useful service life of at least three to five years.

Common categories of capital expenditures include:

1. Purchase of major equipment (*ex. playground equipment, snow plow, computers*).
2. Acquisition of land for a public purpose (*ex. park, landfill, industrial site*).
3. Construction, expansion or major renovation of a public building or facility (*ex. library, roads, sewage treatment plant, building retrofit for energy efficiency*).
4. Related planning, engineering, design, appraisal or feasibility costs (*ex. LEED certification, architectural fees*).

Note: Some communities specifically exclude vehicles and equipment from the CIP.

IMPLEMENTATION

CREATION

The following general steps are involved in preparing a capital improvement plan:

1. *Project Submission* – Local agencies and departments are asked to submit a list of capital improvement projects in order of priority. Project request forms may prompt the applicant to provide a project description and justification, an estimate of initial project costs, ongoing operating and maintenance costs, and recommended funding sources.
2. *Evaluation and Selection* – The CIP team reviews, prioritizes and selects projects based on specific criteria, such as:
 - desired service level standard
 - project demand, as determined by an inventory of existing land, equipment and facility conditions
 - number of residents or geographic area served
 - return on investment, cost savings or revenue generation
 - sustainability or energy efficiency improvements
 - economic, environmental, aesthetic or social impacts
 - public health, safety or other legal concerns
 - consistency with community plans and policies
 - public or political support
3. *Financial Analysis* – Financial data, including historic and projected local government revenues, expenditures and debt service are used to assess the community’s ability to pay for proposed projects and to select appropriate financing tools.
4. *Plan Preparation* – The draft CIP includes a list of recommended projects by funding year, project and scheduling details, and financing sources. Detailed maps, photos, graphs, timelines and other illustrations may accompany the plan.
5. *Review and Adoption* – Following public review and revisions, the governing body adopts the CIP and capital budget.

ADMINISTRATION

A single official is usually responsible for coordinating preparation of the CIP. This task may be assigned to the chief executive or administrative officer (mayor, president, manager, administrator), a budget officer, or a member of the planning, finance or public works departments. The CIP coordinator often works with an advisory committee which may consist of local officials, citizens, or key departmental staff. It is also a good idea to refer the CIP to the plan commission for review and approval. In most communities, the CIP is prepared in the months preceding adoption of the annual government budget. To provide sufficient time for project solicitation, financial analysis and community input, preparation of the CIP may take on a year-round function in some communities. The CIP should be reviewed and updated annually.

Report Card: Capital Improvement Plan

Cost	Money or staff resources required to implement tool.
B	Once approved, projects recommended in the CIP are funded through the annual capital budget. A variety of funding mechanisms may be used to fund individual projects such as property taxes, user fees, impact fees, special assessments, grants or bonds. The presence of a CIP can help a community to achieve other financial goals such as securing a good credit rating (thus lowering borrowing rates), promoting economic development, avoiding unexpected expenditures, and competing more successfully for state or federal funds. The team assembled to prepare the CIP must be skilled in financial management (i.e. budgeting, cost estimation and forecasting), project management, and public participation.
Public Acceptance	The public's positive or negative perception of the tool.
B	The CIP helps to keep the public informed about future public improvements, thus providing a level of certainty to residents, developers and business owners regarding community vitality, tax burdens, and service costs.
Political Acceptance	Politician's willingness to implement tool.
B	The CIP provides a rational, defensible and analytical approach for scheduling public improvements, thus reducing pressure on politicians to implement projects that are not highly ranked. Politicians that are uncomfortable sharing control with the public or other levels of government may shy away from this tool.
Equity	Fairness to stakeholders regarding who incurs costs and consequences.
A	Ranking projects based on pre-determined, measurable criteria such as number of residents served, geographic area served, or socioeconomic needs can help ensure that public improvements are strategically located where public needs and priorities are greatest.
Administration	Level of complexity to manage, maintain, enforce, and monitor the tool.
B	Developing and implementing a CIP takes a considerable amount of work from local officials, administrative staff and departmental staff, particularly upfront. After the first year, the work becomes more familiar and less demanding. An annual review process and project request forms can make the process run more smoothly.
Scale	The geographic scale at which tool is best implemented.
City, Village, Town, County	Use of the CIP is most common among cities and villages, and growing among counties. Town use is limited but also appropriate.

GRADING EXPLANATION

A - Excellent
B - Above Average

C - Average
D - Below Average

F - Failing

Grades are subjective ratings and should be considered in light of local circumstances.

WISCONSIN EXAMPLES

Figure 2: This excerpt from the Marshfield CIP shows common CIP features such as a project description and justification statement; expected capital, operating and other impacts; detailed funding sources by year; project rank; and graphic details.

Marshfield, WI - Since the 1990s, the City of Marshfield has prepared an annual five-year capital improvement plan with the stated purpose of providing for the timely renewal and extension of the city's physical plant, controlling the city's long-term debt, and coordinating capital development. The CIP serves as a link between the city's comprehensive plan and annual budget process.

Capital Improvement Program

2008 thru 2012

City of Marshfield, Wisconsin

Contact: Ed Englehart

Department: Parks & Recreation

Category: L - Parks

Useful Life: Unassigned

Priority: Level 1

Project Name: Wildwood Station-McMillan Marsh Trail

Project #: PR-L-1647

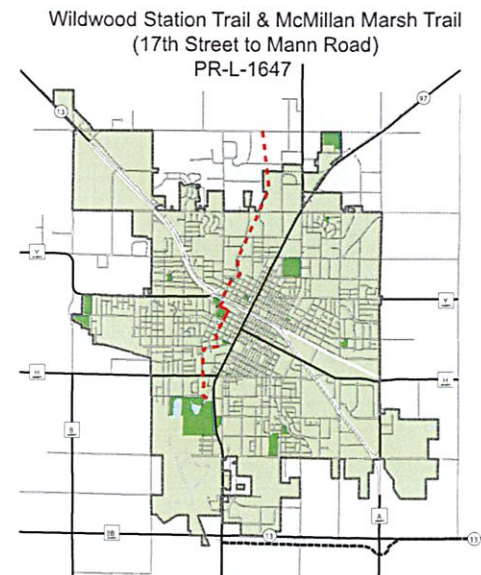
Description: The project would complete a pedestrian/bicycle trail from Wildwood Park on the south to McMillan Avenue near Fig Avenue on the north. This project narrowly missed 80/20 funding by the State of Wisconsin in 2006 and will be resubmitted in the next round of state trail funding allocations in 2008. The project will require acquisition of the former Texas Spur rail corridor from 7th Street south to Wildwood Park and cooperation from the School District of Marshfield for the trail segment on the west boundary of Grant School. A segment of the trail from Depot Street to Cleveland Street will consist of a combination of on road bike lanes and sidewalks. The remainder of the trail is proposed to be 10' asphalt surface.

Justification: This would provide a key connector segment to other existing trails through the center of the trail system plan, including the Veteran's Parkway pedestrian overpass, and would create a connection to the medical complex area, Security Health, and Grant School. This project was suggested by the Friends of the Trails and is supported by staff. Design and R.O.W. acquisition will occur in 2010 and construction in 2011. It will be important to continue to include St. Joseph's Hospital, the Marshfield Clinic and the School District of Marshfield in the planning of the project.

Operational Impact/Other: Increased maintenance cost for mowing, snow removal, and other trail and grounds maintenance.

Expenditures	2008	2009	2010	2011	2012	Total
Design			100,000			100,000
Right of Way			157,000			157,000
Construction				725,000		725,000
Total			257,000	725,000		982,000

Funding Sources	2008	2009	2010	2011	2012	Total
Non-Local Revenue			207,000	580,000		787,000
Operating Funds				25,000		25,000
Room Tax			50,000	120,000		170,000
Total			257,000	725,000		982,000



FOR MORE INFORMATION

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HARDEE COUNTY BOARD OF COMMISSIONERS
PROCLAMATION

WHEREAS parks and recreation is an integral part of communities throughout this country, including Hardee County; and

WHEREAS parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and

WHEREAS parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS parks and recreation is a leading provider of healthy meals, nutrition services and education; and

WHEREAS park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation is fundamental to the environmental well-being of our community; and

WHEREAS parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

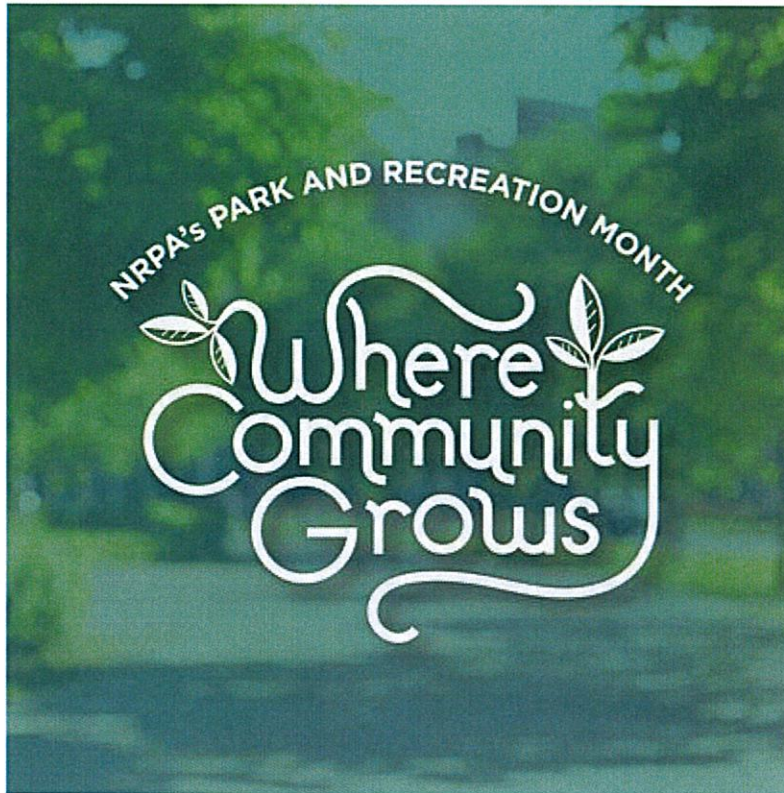
WHEREAS Hardee County recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, BE IT RESOLVED BY the Hardee County Board of County Commissioners that July is recognized as Park and Recreation Month in the county of Hardee.

PARKS AND RECREATION MONTH

DONE AND ADOPTED, by the Hardee County Board of County Commissioners at their regular Board meeting on the 15th day of June, 2023.

Noey Flores, Chairman
Hardee County Board of
Commissioner



Park and Recreation Month 2023: Where Community Grows

Since 1985, people in the United States have celebrated Park and Recreation Month in July to promote building strong, vibrant and resilient communities through the power of parks and recreation and to recognize the more than 160,000 full-time park and recreation professionals — along with hundreds of thousands of part-time and seasonal workers and volunteers — that maintain our country's local, state and community parks.

This year's theme — **“Where Community Grows”** — celebrates the vital role park and recreation professionals play in bringing people together, providing essential services and fostering the growth of our communities.

As park and recreation professionals, you make a positive impact on the lives of your community members every single day. Let's come together this year and show the world just how much parks and recreation means to our communities.

