City of Bowling Green

Minutes of Virtual Meeting

August 11, 2020

Present: Mayor Spinks, Vice-Mayor Tucker, Commission Fite, Commissioner Durastanti, Commissioner Gardner, City Manager Lawrence, Police Chief Scheel, City Clerk Silva, Recreation Chair Robinson, Attorney Buhr, and members of the audience.

Absent: None

1. **Call to order** – The meeting was called to order by Mayor Spinks.
2. **Prayer** – Vice-Mayor Tucker
   Flag Salute – Mayor Spinks

3. **Old Business**
   A. **Approval of Minutes**
      1) **Regular Meeting 07/14/2020**
      Commissioner Fite made a motion to approve. Motion was seconded by Vice-Mayor Tucker. All in favor, motion carried.

4. **New Business**
   A. **CS&L Engagement Letter for 2019/20 Auditing Services**
   City Manager Lawrence stated that this is done annually with our current auditors. He stated that he has worked with these auditors for one year and he really appreciates their service. He stated that not only do they perform the audit but they also attend to our needs by answering our questions, explaining and showing us how to do things. Commissioner Fite made a motion to approve moving forward with them this year. Commissioner Durastanti seconded the motion. Roll call vote, all in favor, motion carried.

   B. **To Approve the 94th Conference of the Florida League of Cities Voting Delegate**
   Commissioner Durastanti asked if this was virtual. Commissioner Fite and Mayor Spinks responded that it was. Commissioner Durastanti then asked if there was someone who would like to volunteer to do it. Commissioner Fite mentioned that he was already going to be in the meeting. Commissioner Durastanti made a motion to appoint Commissioner Fite as voting delegate. Motion was seconded by Commissioner Gardner. Roll call vote, all in favor, motion carried.

5. **Mayor Spinks**
   Mayor Spinks asked that we remember the young man that was injured Monday. He was in the hospital in serious condition. He mentioned that the City is getting plenty of water.

6. **Recreation Committee**
   Recreation Chair Chiquita Robinson stated that they met virtually two weeks ago. Feeding Tampa Bay will be back on the 22nd of August. They fed 178 families in June. She stated that they are going to do their annual Back-to-School Bash again this year. There will not be a Fall Festival this year due to COVID-19 but instead have Trunk-or-Treat at the train depot. She mentioned that they will have music at the Back-to-School Bash and asked for

a noise waiver. Commissioner Fite made a motion to waive the noise ordinance. Motion was seconded by Commissioner Gardner. All in favor, motion carried.

7. **Commissioners**

Vice-Mayor Tucker mentioned that everything is going good with the plants and that for a town this little things are really moving. She mentioned that the City has good staff, good volunteers, and a good City Manager. Commissioner Fite mentioned that things are going good. Commissioner Durastanti stated that he is looking forward to the time when we can all sit together once again. Commissioner Gardner asked if the City could post on the website and Facebook when Feeding Tampa Bay is looking for volunteers.

8. **City Attorney**

Attorney Buhr mentioned the FDOT MCORES meeting and stated that it is starting to wrap-up. Commissioners can participate live or through ZOOM.

9. **City Manager**

City Manager Lawrence reminded everyone of the Budget Workshop on the 20th of August. He stated that everyone should have their budget books by now. He mentioned that the layout is similar to last year's. He thanked Vice-Mayor Tucker for the kind words. He gave a special shoutout to the police department for solving a burglary at the school with the help of the public works department. He stated that it takes a team and community involvement to help solve these crimes. He also mentioned that Officer Molitor and Officer Brown volunteered at Feeding Tampa Bay and had their picture taken. He stated that it is all about building relationships. Labor Day is the new start date for the nano plant. The delay is due to a flaw in the design of the nanofiltration system. He read out the press release for the industrial accident. The accident was investigated by the Bowling Green Police Department and the appropriate agencies have been notified. The injury to the employee as of now is stable. The accident was reviewed with Captain Dowden who did the investigation and the City's Risk Consultant with the Florida League of Cities will be down tomorrow for a safety meeting with staff.

10. **Police Chief**

Nothing to discuss.

11. **City Clerk**

City Clerk Silva stated that qualifying is next week.

12. **Public**

Nothing to discuss.

Mayor Spinks adjourned the meeting.

Steven M. Spinks, Mayor

Maria Carmen Silva, City Clerk

SECOND PUBLIC HEARING NOTICE

The City of Bowling Green is applying to the Florida Department of Economic Opportunity (DEO) for a grant under the Neighborhood Revitalization category in the amount of $700,000.00 under the FFY 2015 Small Cities Community Development Block Grant (CDBG) program. For each activity that is proposed, at least 70% of the funds must benefit low and moderate income persons. The activities, dollar amounts and estimated percentage benefit to low and moderate income persons for which the City of Bowling Green is applying are:

Service Area #1 Sanitary Sewer System Service Area:

Activity Number & Name	Description	CDBG Amount	LMI% Benefit
03J Sewer Treatment Plant Upgrades	Upgrades to the Sewer Treatment Plant	$ 339,000.00	At Least 51%

This Activity being carried out in this activity in Service Area #1 is upgrades to the City of Bowling Green's Wastewater Treatment Plant. The City of Bowling Green's Wastewater Treatment Plant is located at 596 Lake Branch Road. The scope of work to be carried out at the Wastewater Treatment Plant includes the following:

- the installation of a new manual screen at the Wastewater Treatment Plant headworks to better screen wastewater entering the Wastewater Treatment Plant, and;
- A grit classifier unit at the Wastewater Treatment Plant headworks to provide more efficient wastewater grit removal.

Activity Number & Name	Description	CDBG Amount	LMI% Benefit
03J Sewer Line Improvements	Lining of Five (5) Sanitary Sewer Lift Stations	$205,000.00	At Least 51%

The five (5) lift stations to be lined are located in the following areas:

- Lift Station #1 (master lift station at the WWTP) is located at 596 Lake Branch Road, Bowling Green, Fl 33834;
- Lift Station #2 (Myrick Avenue Lift Station) is located at NE corner of Myrick Avenue and Mitchell Street, Bowling Green;
- Lift Station #3 (Dixiana Drive Lift Station) is located at the intersection of Dixiana Drive and Spruce Street, Bowling Green;
- Lift Station #4 (Pine Avenue Lift Station) is located at the intersection of Pine Avenue and Spruce Street, Bowling Green, and;
- Lift Station #5 is located at on Seminole Run south of Fort Drum Drive, Bowling Green.

Service Area #2: Includes all of the occupied residential properties served by the City of Bowling Green's potable water system:

Activity Number & Name	CDBG Cost	LMI% Benefit
03J - Water Tank/Well/Treatment Plant Improvements	$ 65,000.00	At Least 51%

The funds requested in this activity will be used to rehabilitate two high service pumps at the City's Water Treatment Plant located at 408 Main Street, Bowling Green, Florida 33834. The existing two high service pumps to be rehabilitated provide water flow/pressure to the entire City water distribution system. The pumps are beyond their useful life and are in need of rehabilitation to ensure reliable potable water service is provided to the City's water service customers. The service area for this activity includes the City's entire potable water system service area, which encompasses the entire City of Bowling Green.

Activity Number & Name	CDBG Cost	LMI% Benefit
Engineering	$ 35,000.00	N/A

Activity Number & Name	CDBG Cost	LMI% Benefit
21A – Grant Administration	$ 56,000.00	N/A

Total $700,000.00

The City of Bowling Green plans to minimize displacement of persons as a result of planned CDBG funded activities; if any persons are displaced as a result of these planned activities, the City of Bowling Green will assist with relocation payments based on uniform act requirements.

A public hearing to provide citizens an opportunity to comment on the application will be held on Tuesday, September 8, 2020 at 6:30 p.m. or as soon thereafter as possible at the City of Bowling Green City Hall Meeting Room, located at 104 East Main Street, Bowling Green, Florida. A draft copy of the application will be available for review at the Bowling Green City Hall at that time and will remain available until it is replaced with the final copy of the application submitted to DEO. A final copy of the application will be made available at the City of Bowling Green City Hall, Monday through Friday between the hours of 8:30 a.m. and 5:00 p.m. no more than five (5) working days after October 5, 2020. The application will be submitted to DEO on or before the application due date of October 5, 2020. To obtain additional information concerning the application and the public hearing, contact Mr. William Laurence, City Manager, City of Bowling Green, 104 East Main Street, Bowling Green, Florida 33834. Mr. Lawrence's telephone number is (863) 375-2255.

Citizens can submit written comments concerning the application to Mr. William Lawrence, City Manager, at City of Bowling Green City Hall located at 104 East Main Street, Bowling Green, Florida 33834 or can e-mail the comments to Mr. Lawrence at wlawrence@bowlinggreenfl.org.

The public hearing is being conducted in a handicapped accessible location. Any handicapped person requiring an interpreter for the hearing impaired or the visually impaired should contact Mr. Lawrence at (863) 375-2255 or by e-mail at wlawrence@bowlinggreenfl.org at least five calendar days prior to the meeting and an interpreter will be provided. Any non-English speaking person wishing to attend the public hearing should contact Mr. Lawrence at (863) 375-2255 or by e-mail at wlawrence@bowlinggreenfl.org at least five calendar days prior to the meeting and a language interpreter will be provided. Any handicapped person requiring special accommodation at this meeting should contact Mr. Lawrence at (863) 375-2255 or by e-mail at wlawrence@bowlinggreenfl.org at least five calendar days prior to the meeting.

The City of Bowling Green Is A Fair Housing/Equal Opportunity/Handicap Accessible Jurisdiction.

Date to Run: No Later Than Thursday, August 27, 2020

ONE TIME ONLY
BLOCK DISPLAY AD
AS SMALL AS POSSIBLE

Bill to: City of Bowling Green
P. O. Box 608
Bowling Green, Florida 33834-0608

PLEASE SEND AFFIDAVITS AS PROOF OF PUBLICATION ASAP TO:

Fred Fox Enterprises, Inc.
P. O. Box 840338
St. Augustine, FL 32080-0335

&

City of Bowling Green
P.O. Box 608
Bowling Green, Florida 33834-0608

Any questions regarding this ad, please contact Melissa Fox at Fred Fox Enterprises, Inc. at (904) 810-5183.

RESOLUTION NO. 2020-11

A RESOLUTION OF THE CITY OF BOWLING GREEN AUTHORIZING THE IMPLEMENTATION OF THE LONG TERM AND SHORT TERM OBJECTIVES OF THE CITY OF BOWLING GREEN COMMUNITY DEVELOPMENT PLAN

WHEREAS, the City of Bowling Green is located in Hardee County, Florida, based on the 2010 U.S. Census, the City's population is 2,930. Of the 2,930 residents, 879 or 30.0% are below the poverty level.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF BOWLING GREEN, FLORIDA, THAT: the City shall implement the following objectives:

LONG TERM OBJECTIVES:

1. To improve the physical environment of the community to make it more functional, safe, and efficient and to preserve the integrity of the neighborhood.

2. To promote the public interest.

3. To inject long range considerations into the determination of short range decisions.

4. To bring professional and technical knowledge to bear on issues concerning social, economical, or physical development.

5. To facilitate effective cooperation and coordination between all concerned with community development.

6. To identify all available resources for major opportunities and to improve the way of life for all in the community.

SHORT TERM OBJECTIVES:

1. To apply for FY 2019 Community Development Block Grant funds in the Neighborhood Revitalization category to upgrade the City of Bowling Green's Wastewater Treatment Plant and potable water distribution system.

2. To explore other possible resources for the purpose of improving the way of life for all citizen's, especially those who live in deteriorated housing and neighborhoods.

DULY PASSED AND ADOPTED by the City Commission of the City of Bowling Green, Florida at a regular meeting on this ____ day of _____ 2020.

(SEAL)

City of Bowling Green

ATTEST:

By:_____

Maria Carmen Silva, City Clerk

By:_____

Steven M. Spinks, Mayor

Approved as to form:

By:_____

Gerald Buhr, City Attorney

RESOLUTION NO. 2020-12

A RESOLUTION AUTHORIZING THE USE OF FIFTY THOUSAND DOLLARS ($50,000.00) OF CITY OF BOWLING GREEN FUNDING AS LEVERAGE FOR THE SMALL CITIES NEIGHBORHOOD REVITALIZATION COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION THE CITY IS SUBMITTING TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR FEDERAL FISCAL YEAR 2019.

WHEREAS, the City of Bowling Green (the "City") desires to show evidence of its commitment to provide a specific amount of leverage funding to be used in carrying out the Small Cities Neighborhood Revitalization Community Development Block Grant Application.

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

1. That the City hereby commits to providing a minimum of fifty thousand dollars ($50,000.00) as leverage for a Community Development Block Grant application in the Neighborhood Revitalization category being submitted for the FFY 2019 Application cycle; and

2. That all of the leverage funding shall come from the City's _____ Fund for the _____ line item activity.

3. That the City understands these funds will be expended, following approval of the Community Development Block Grant, after the Department of Economic Opportunity site visit for the project, but prior to the City submitting the administrative closeout for the project to the Florida Department of Economic Opportunity.

4. This Resolution shall take effect immediately upon its adoption.

DULY PASSED AND ADOPTED by the City Commission of the City of Bowling Green, Florida at a regular meeting on this _____ day of _____, 2020.

(SEAL) City of Bowling Green

ATTEST:

By:_____ By:_____

Maria Carmen Silva, City Clerk Steven M. Spinks, Mayor

Approved as to form:

By:_____

Gerald Buhr, City Attorney

RESOLUTION NO. 2020-13

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR FEDERAL FISCAL YEAR 2019.

WHEREAS, the City of Bowling Green desires to submit an application to the Florida Department of Economic Opportunity for a Small Cities Community Development Block Grant to benefit persons of low and moderate income.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Bowling Green as follows:

1. That the City of Bowling Green hereby authorizes the filing of an application for a Neighborhood Revitalization Community Development Block Grant, and

2. That the Mayor of the City of Bowling Green is hereby authorized to execute all documents required in connection with the filing of said application to be submitted on October 5, 2020.

DULY PASSED AND ADOPTED by the City Commission of the City of Bowling Green, Florida at a regular meeting on this _____ day of _____, 2020.

(SEAL)

City of Bowling Green

ATTEST:

By:_____
Maria Carmen Silva, City Clerk

By:_____
Steven M. Spinks, Mayor

Approved as to form:

By:_____
Gerald Buhr, City Attorney

AMENDED AND RESTATED WATER AND WASTEWATER TREATMENT PLANT OPERATION AND MAINTENANCE AGREEMENT

This **Amended and Restated Water and Wastewater Treatment Plant Operation and Maintenance Agreement** is made this _____ day of _____, 2020, between:

1) **CITY OF BOWLING GREEN, FLORIDA**, a municipal corporation with its principal place of business at 104 East Main Street, Bowling Green, Florida 33834 (hereinafter the "Client"); and

2) **INFRAMARK, LLC**, a Texas limited liability company licensed to do business in the State of Florida, with its principal place of business at 2002 West Grand Parkway North, Suite 100, Katy, Texas 77449 (hereinafter the "Operator").

BACKGROUND

The Client desired to procure operation and maintenance services required for the Client's water treatment plant and wastewater treatment plant as set forth in Schedule 5 attached to this Agreement ("Facilities").

On July 15, 2020, the Client and the Operator entered into an Agreement for the operation and maintenance of the Client's Facilities ("Original Agreement").

In consideration of the mutual promises in this Amended and Restated Water and Wastewater Treatment Plant Operation and Maintenance Agreement (the "Agreement") , the parties agree as follows:

1) TERM

This Agreement shall commence on September 1, 2020 ("Commencement Date") and shall remain in full force and effect for five (5) year from the Commencement Date ("Initial Term") unless terminated earlier under Section 6 below. After the Initial Term, the Agreement shall be automatically renewed for successive five (5) year periods unless terminated in writing by either party, with or without cause, at least ninety (90) days prior to the expiration of the then current term.

2) OPERATOR'S SERVICES

2.1. Operator, in regard to the Facilities, shall provide the services as set forth in Schedule 1 attached to this Agreement (the "Services").

2.2. Operator shall be responsible for all Annual Maintenance Expenditures not to exceed the Annual Repair and Maintenance Budget (which Annual Repair and Maintenance Budget shall be included in the Annual Compensation). Operator will track Annual Maintenance Expenditures incurred against the Annual Repair and Maintenance Budget. If, at any point during an Agreement Year, the actual Annual Maintenance Expenditures incurred to that point exceed the Annual Repair and Maintenance Budget, the Operator will invoice the Owner for the excess cost in accordance with Section 4.5 and will continue to invoice any additional Annual Maintenance Expenditures on a monthly basis thereafter. Operator shall reimburse Client an amount, if any, equal to all unexpended amounts remaining in the Annual Repair and Maintenance Budget with a period of sixty (60) days following each anniversary of the Commencement Date.

2.3. Operator shall pay the costs of all process chemicals necessary to fulfill its requirements under this Agreement up to the Annual Chemical Budget, which Annual Chemical Budget shall be included in the Annual Compensation. Operator will track the costs of all process chemicals incurred against the Annual Chemical Budget. If, at any point during an Agreement Year, the actual the costs of all process chemicals incurred to that point exceed the Annual Chemical

Budget, Operator will invoice Client for the excess cost in accordance with Section 4.5 and will continue to invoice any additional costs for process chemicals on a monthly basis thereafter. Operator shall reimburse Client an amount, if any, equal to all unexpended amounts remaining in the Annual Chemical Budget within a period of sixty (60) days following each anniversary of the Commencement Date.

2.4. Operator shall pay the costs to properly transport and dispose of Process Residue either at an approved landfill or at DEP approved and permitted land application site designated and made available by the Client. Operator will track the costs to dispose of Process Residue incurred against the Annual Process Residue Budget which Annual Process Residue Budget shall be included in the Annual Compensation. If, at any point during an Agreement Year, the actual the costs to dispose of Process Residue incurred to that point exceed the Annual Process Residue Budget, Operator will, excluding invoice Client for the excess cost in accordance with Section 4.4 and will continue to invoice any additional costs to dispose of Process Residue on a monthly basis thereafter. Operator shall reimburse Client an amount, if any, equal to all unexpended amounts remaining in the Annual Process Residue Budget within a period of sixty (60) days following each anniversary of the Commencement Date. Title and ownership of Process Residue shall remain with the Client notwithstanding such services by the Operator.

2.5. Except in the case of an Emergency Event, Operator shall obtain the prior written approval of the Client for any single maintenance-related expense which shall cost more than three ~~Five~~ Thousand dollars ($3,000.00). When the Operator determines that an Emergency Event exists, it may begin immediately taking any reasonably necessary action related thereto, without the Client's prior approval. Any costs incurred during the Emergency shall be included in the Annual Maintenance Expenditures, subject to the subsequent review and approval.

2.6. Operator may perform additional services or Corrective Maintenance beyond the Services specified in Section 2.1 with the mutual consent of both parties. The parties shall separately negotiate the costs of any such additional services.

3F

.7. Operator may recommend Capital Improvements or operational changes to the Client as are necessary or recommended to perform the Services in compliance with the terms of this Agreement and Applicable Law. In the event the Client does not approve and make a Capital Improvement or operational change recommended by Operator, Operator may choose to terminate this Agreement with ninety (90) days' notice.

8. Operator shall:

2.8.1. Perform the Services in accordance with the provisions of this Agreement, the Mosaic Agreement and Wauchula Agreement attached hereto as Schedules 7 and 8, respectively, Applicable Law, and all Permits, licenses, and specifications applicable to the operation and maintenance of the Facilities. In performing such Services, Operator shall exercise the degree of skill and care ordinarily exercised by members of Operator's profession in the geographic region of the Facilities.

2.8.2. Use qualified (and where required, certified) personnel to operate and maintain the Facilities and all its equipment and processes in accordance with relevant operation and, if available, maintenance manuals for the Facilities, Applicable Law, and the Client's Permits;

2.8.3. Perform (or contract with a laboratory certified by the appropriate regulatory body to perform) all routine sampling and laboratory analysis required by Applicable Law, the Client's Permits. Laboratory procedures and analysis shall conform to the then current edition of Standard Methods for the Examination of Water and Wastewater,

or shall be in accordance with testing requirements of Applicable Law and the Client's Permits;

2.8.4. Perform all reporting tasks required by the Mosaic Agreement and Wauchula Agreement attached hereto as Schedules 7 and 8, respectively, Applicable Law, and all Permits, licenses, and specifications applicable to the Facilities. Such reporting shall include, but is not limited to, the "approved Water Loss Remedial Action Plan submitted August 20, 2014", Water Audit, and Annual Public Supply Survey and any other special reporting required by Client's Water Use Permit (WUP) or wastewater treatment plant permit.

2.8.5 Subject to the limitations in Section 3, below, perform the routine maintenance tasks in Schedule 1;

2.8.6. Provide one (1) full sized pick-up truck for the performance of the Services; Operator shall be responsible for all fuel and maintenance for this vehicle and the full sized pick-up truck and mobile crane truck provided by the Client under Section 3.1.9 of this Agreement;

2.8.7. Provide two (2) computers for the performance of the Services;

2.8.8. Maintain necessary records of operations, maintenance, repair and improvement activities at the Facilities and shall prepare and submit to the Client a monthly report, delivered to the Client the following month, including a narrative and summary of operations, maintenance, repair and replacement activities (including the draw-down against the Annual Repair and Maintenance Limit, Annual Chemical Budget, and Annual Process Residue Budget) and data required for monthly reporting to local, state and federal agencies; and

2.8.9. Provide response services for an Emergency Event at the Facilities twenty-four hours a day, seven days a week.

2.9. Operator shall provide the Client with a monthly report showing all expenses incurred by Operator in the Agreement Year to date under the Annual Repair and Maintenance Budget, Annual Chemical Budget, or Annual Process Residue Budget.

3) CLIENT OBLIGATIONS

3.1. Client shall:

3.1.1. Obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the Client's Permits;

Add Electricity

3.1.2. Arrange for and pay: i) all costs related to delivery to and consumption of utilities to the Facilities, including electricity, water, gas, generator fuel, and telephone usage at the Facilities; ii) all property, , franchise, sales, use, excise, gross receipts, transaction privilege or other taxes associated with the Services and the ownership, operation and maintenance of the Facilities, other than taxes imposed on Operator's net income or payroll; iii) expenses incurred from the treatment of Non-Processible Water, including without limitation, any penalties and fines that may be assessed as a result; iv) expenses resulting from influent or pollutant loads exceeding the Baseline Conditions as set forth in Schedule 6; iv) expenses resulting from hydraulic or organic loads exceeding the Baseline Conditions as set forth in Schedule 6; v) all Capital

Improvements; vi) all costs for grass cutting and other landscaping; vii) the rates set forth in Schedule 4 for emergency response services; viii) any sampling and laboratory analysis that is not specifically included in Section 2.9.3 of this Agreement; ix) maintenance for Client's generators at the Facilities; x) all costs for legal or engineering services; and xi) disposal of the inventory of Process Residue existing at the Facilities as of the Commencement Date.

3.1.3. Comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the Operator under this Agreement). The Operator shall not be responsible for Client's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the Operator hereunder;

3.1.4. During visits to the Facilities, comply and shall require its agents, licensees of invitees to comply with all reasonable safety rules and regulations adopted by the Operator;

3.1.5. Maintain all sewer lines, pipes, force mains, and all other water transportation lines ("Client Lines"), that are not part of the Facilities under Operator's control;

3.1.6. Perform all obligation and responsibilities related to the Client's Backflow, Fat Oil and Grease, and Industrial Pretreatment Programs, if applicable;

3.1.7. Grant the Operator, free of charge, a license to use the Facilities solely for the benefit of Client and Services under this Agreement and for no other reason, including all equipment, structures, facilities and vehicles under Client's ownership and which have been assigned by Client to the Facilities, which includes but is not limited to one (1) mobile crane truck and one (1) full size pick-up truck; and

4) FEES AND PAYMENT

$551,159.00
45,929.92

4.1. For the period beginning on the date that Operator commences Services under Section 2 above and as set forth in Schedule 1, Client shall pay Operator the Annual Compensation as set out in Schedule 4. The Annual Compensation for the first Agreement Year shall be $497,159.00. Client shall pay the Annual Compensation in equal monthly installments, which for the first Agreement Year shall be $41,429.92. The Annual Compensation shall be due, in advance, on the first of the month during which the Services will be rendered. Any disputes regarding invoices shall be raised, in writing setting forth sufficient detail regarding the nature of the dispute, within thirty (30) of the date of said invoice

4.2. Any disputes regarding invoices shall be raised, in writing setting forth sufficient detail regarding the nature of the dispute, within thirty (30) business days from the date of said invoice. If Client does not properly raise a dispute with an invoice within thirty (30) business days from the date of said invoice, any such disputes will be waived.

4.3. On each and every Adjustment Date, the Annual Compensation will be increased as set forth in Section 2 of Schedule 4. In no event will the Annual Compensation be reduced.

4.4. Client will comply with the Florida Local Government Prompt Payment Act.

4.5. In the event that Operator's costs exceed the Annual Repair and Maintenance Budget, Annual Chemical Budget, or Annual Process Residue Budget, Client, in its discretion, shall either pay such costs that exceed the Annual Repair and Maintenance Budget, Annual Chemical Budget, or Annual Process Residue Budget directly or reimburse or compensate

the Operator for the costs that exceed the Annual Repair and Maintenance Budget, Annual Chemical Budget, or Annual Process Residue Budget plus an administrative fee of 15% of the cost thereof. If Operator pays such costs, Client shall pay the Operator such amounts within 30 days of issuance of an invoice by Operator. Client shall reimburse or compensate the Operator for the costs that exceed the Annual Repair and Maintenance Budget, Annual Chemical Budget, or Annual Process Residue Budget within 30 days of issuance of an invoice by Operator. Any portion of the Annual Repair and Maintenance Budget, Annual Chemical Budget, or Annual Process Residue Budget that has not been spent at the end of each Agreement Year will be credited to Client against the Annual Compensation in the subsequent Agreement Year.

4.6. If the Operator's costs under the Annual Chemical Budget and Annual Process Residue Budget, exceeds the total amount of the Annual Chemical Budget and Annual Process Residue Budget amount by 10% in an Agreement Year, the Client may provide notice to the Operator within sixty (60) days of the end of the Agreement Year and the parties shall negotiate in good faith to adjust the Base Fee, the terms related to the Annual Chemical Budget or Annual Process Residue Budget or the Services and terms of this Agreement related to the Annual Chemical Budget or Annual Process Residue Budget. If the parties are unable to reach a negotiated agreement within thirty (30) days of the date of notice, then the contract may be terminated immediately by either party.

4.7. In the event of a change in the Services or Applicable Law or other factor which causes an increase in the Operator's cost of providing the Services, the Operator may provide notice to the Client and the parties shall negotiate in good faith to adjust the Base Fee to account for such change in Operator's costs. If the parties are unable to reach a negotiated agreement within thirty (30) days of the date of notice, then the contract may be terminated immediately by either Party, with ninety (90) days of notice of termination.

4.8. The Base Fee and any additional service rates provided in this Agreement have been derived under the premise and understanding that the Services to be furnished hereunder do not require the Operator to pay its employees prevailing wage rates pursuant to Applicable Law. If a determination is made by the Client or by any governmental agency with competent jurisdiction thereof that the nature of the Services are such that the Operator is required to pay any of its employees who are performing the Services prevailing wage rates, then the Client shall immediately notify Operator and the parties shall negotiate in good faith to adjust the Base Fee to account for such change in Operator's costs. If the parties are unable to reach a negotiated agreement within thirty (30) days of the date of notice, then the contract may be terminated immediately by either Party, and shall be effective with ninety (90) days of notice of termination.

5) BASELINE CONDITIONS

If the Flows and Loading increased by more than ten percent (10%) from the Baseline Conditions as set out in Schedule 6 of this Agreement at the end of an Agreement Year, Client shall pay the Operator for the increase in Operator's costs for providing the Services, and the parties shall negotiate in good faith to adjust the Base Fee to account for such change in Operator's costs. If the parties are unable to reach a negotiated agreement within thirty (30) days of the date of notice, then the contract may be terminated immediately by either Party, and shall be effective ninety (90) days for termination.

6) TERMINATION

6.1. Either party may terminate this Agreement by immediate written notice if the other has failed to comply with a material term, provided that the non-defaulting party has first given

the defaulting party written notice to cure their default within forty-five (45) days (such applicable period, "Cure Period") and the defaulting party has not done so. If a default cannot be cured within the Cure Period days, the parties may agree to an extension of the time to cure provided the defaulting party provides reasonable evidence within the Cure Period that it has identified a means to cure and is pursuing it diligently.

6.2. In the event of the termination of this Agreement under Section 6.1 above, Operator shall continue the Services and Client shall pay Operator for the Services provided and invoiced by Operator up to the effective date of termination.,

7) FINES, INDEMNIFICATION AND LIMITATION

7.1. In the event that water or wastewater treatment violations occur following the Commencement Date, subject to Sections 6.2 and 10.7, Operator shall, in respect of violations that may be imposed by environmental regulatory bodies under Applicable Law and to the extent directly attributable to Operator's breach of its contractual obligations hereunder, be responsible for: environmental regulatory fines and penalties. Prior to settlement or payment of any such fines or penalties, Operator reserves the right to contest any actions, suits or proceedings for violations through administrative procedures or otherwise at its own costs and expense, including attorney fees. Operator shall provide Client with prompt notice of any such water or wastewater treatment violations.

7.2. If the Facilities loading exceed its design parameters or if influent contains: i) abnormal industrial or biologically toxic, or other industrial substances which cannot be removed or treated by the existing Facilities; or ii) discharges which violate applicable ordinances, the Operator will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated effluent characteristics or damages, fines or penalties which result.

7.3. DURING THE TERM OF THIS AGREEMENT, EACH PARTY (THE "INDEMNIFYING PARTY") SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (EACH IS REFERRED TO HEREIN AS AN "INDEMNIFIED PARTY") AGAINST ANY AND ALL LIABILITY FOR DAMAGES, COSTS, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, RESULTING FROM ANY CLAIM ASSERTED BY A THIRD PARTY AGAINST THE INDEMNIFIED PARTY FOR WRONGFUL DEATH, BODILY INJURY, AND/OR PROPERTY DAMAGE, BUT ONLY TO THE EXTENT CAUSED BY THE WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY. THE CLIENT'S LIABILITY IS LIMITED BY SOVEREIGN IMMUNITY INCLUDING WITHOUT LIMITATION THE PROVISIONS OF SECTION 768.28, FLORIDA STATUTES. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF THE CLIENT'S SOVEREIGN IMMUNITY PROTECTION AND LIMITATIONS. THIS INDEMNIFICATION PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

7.4. Operator is not liable for any liabilities resulting from the collection system for the Facilities unless such liabilities are the result of Operator's negligent direct actions.

7.5. Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable, either directly or indirectly, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit, even if such party has been advised of the possibility of such damages.

7.6. In the event that claims(s) raised by Client against the Operator on account of this Agreement, or on account of the Services performed hereunder including claims by Client for

indemnification under Section 6.3, is/are covered under Operator's insurance policies required of the Operator hereunder, Operator shall not be responsible to Client for any loss, damage or liability beyond the amounts contractually required hereunder and actually paid pursuant to the limits and conditions of such insurance policies. With respect to any causes of action and/or claims raised against the Operator by Client that are not covered by the insurance policies required hereunder, including claims by Client for indemnification, Operator's liability to Client shall not exceed an aggregate amount equal to twice the Base Fee in effect during the Agreement Year in which such cause of action and/or claim is raised.

7.7. Under no circumstances shall Operator be responsible for any damages, losses, settlement, payment deficiencies, liabilities, costs and expenses arising directly or indirectly because of the execution or implementation of instruction or directions provided by the Client or any of its directors, officers, employees, agents, or representatives.

7.8. Operator shall not be liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by the Client or any third party as a result of a data security breach or other cyber security breach to the Client's computers at the Facilities or the Client's computer systems, operating systems, and all other technological or information systems related to the Facilities and Services provided hereunder, except to the extent such liability, loss, damage, expense, fine, or penalty is the direct result of Operator's willful or negligent acts or omissions. Client shall not be liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by the Operator or any third party as a result of a data security breach or other cyber security breach to the Operator's computers or the Operator's computer systems, operating systems, and all other technological or information systems related to the Facilities and Services provided hereunder, except to the extent such liability, loss, damage, expense, fine, or penalty is the direct result of Operator's willful or negligent acts or omissions. Operator shall use its own connections to the internet for its computers and other electronic devices, and shall not use Client's internet connections, hubs, wifi, intranet, etc.

7.9. If any information, opinions, recommendations, advice, or other work product or any data, information, procedures, charts, spreadsheets, logs, instruments, documents, plans, designs, specifications, operating manuals and specifications, customer data, billing information, regulatory filings, permits, authorizations, licenses, operation and maintenance records, or other records are provided by the Client or any third party acting on behalf the Client are provide to and used or relied on by Operator, the Client will be liable for any damages resulting directly or indirectly from such use and reliance subject to sovereign immunity limitations as provided by section 768.28, Florida Statutes.

8) INSURANCE

8.1. Operator shall provide and maintain the following levels of insurance coverage at all times during the Term:

8.1.1. Commercial General Liability Insurance, including contractual liability, with a limit of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate;

8.1.2. Workers Compensation Insurance in compliance with the statutes of the State that has jurisdiction over Operator's employees engaged in the performance of Services hereunder, to the required statutory amount;

8.1.3. Automobile Liability Insurance with a combined single limit of one million dollars ($1,000,000);

8.1.4. Contractor's pollution liability insurance with a limit of two million dollars ($2,000,000) per claim and aggregate; and

8.1.5. Excess liability insurance with a limit of two million dollars ($2,000,000) per claim and aggregate.

8.2. Operator shall name Client as an additional insured on the general liability policy and automobile liability policy with respect to the Services during the term of this Agreement.

8.3. Operator shall provide Client with thirty (30) days' notice prior to cancellation of any policy hereunder.

8.4. Operator shall provide Client with insurance certificates confirming the levels of coverage in Section 8.1 and that Client is named as an additional insured.

8.5. Client warrants that it maintains and will continue to maintain, during the term of this Agreement, appropriate property insurance in relation to the Facilities.

9) DISPUTES

9.1. In the event of any disputes, the parties shall first attempt to resolve the situation by good faith discussions which shall take place in a timely manner. If the dispute cannot be resolved within sixty (60) days, the parties shall mediate their dispute before a mediator acceptable to both parties, if they cannot agree, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation but the parties shall share equally the costs of the mediator and the mediation facilities.

9.2. If the parties are unable to resolve any disputes in accordance with 9.1 above, either party may request that such dispute be submitted for binding arbitration, which shall be governed by the rules of the American Arbitration Association or such other rules as the parties may agree. The parties agree that any judgment issued as a result of arbitration may be entered in the court having jurisdiction thereof. The parties agree that arbitration shall be the exclusive means to settle any dispute, controversy or claim arising out of this Agreement.

10) MISCELLANEOUS

10.1. The relationship of Operator to Client is that of independent contractor for all purposes under this Agreement. This Agreement is not intended to create, and shall not be construed as creating, between Operator and Client, the relationship of principal and agent, joint ventures, co-partners or any other similar relationship, the existence of which is hereby expressly denied.

10.2. This Agreement contains the entire agreement between Client and Operator and supersedes all prior or contemporaneous communications, representations, understandings or agreements that are not consistent with any material provision of this Agreement.

10.3. The parties may only modify this Agreement by a written amendment signed by both parties.

10.4. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

10.5. Neither party may actively solicit, for hire, the employees of the other party during the term of this Agreement or for one year following the termination of this Agreement.

10.6. This Agreement shall not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Additionally, any sale, assignment, or transfer by the Client in its rights in, or right to use, the Facilities shall be subject to Operator's right to perform the Services under this Agreement.

10.7. A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure, as defined in Schedule 2. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder.

10.8. The Agreement shall be governed by and construed in accordance with the laws of Florida. Venue for all legal claims associated with this Agreement shall be in state court in Hardee County, Florida.

10.9. In the event that Client receives notice of or undertakes the defense or prosecution of any legal or administrative action or proceeding in connection with the ownership, operation and/or maintenance of the Facilities and/or this Agreement, Client shall give Operator prompt notice of such proceedings and shall inform Operator in advance of all hearings. In the event Operator receives notice of any action, claim, suit, administrative or arbitration proceeding or investigation in connection with the ownership, operation and/or maintenance of the Facilities and/or this Agreement, Operator shall give Client prompt notice of such proceedings.

10.10. All notices will be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices required to be given to the parties by each other will be addressed to:

Inframark, LLC
220 Gibraltar Road, Suite 200
Horsham, Pennsylvania 19044
ATTN: Ben Griffin

City of Bowling Green, Florida
104 East Main Street,
Bowling Green, Florida 33834
ATTN: William Lawrence

With copy to:

Inframark, LLC
220 Gibraltar Road, Suite 200
Horsham, Pennsylvania 19044
ATTN: Legal Department

10.11. All records compiled by Operator with information and material gathered when performing this Agreement are the property of Client.

10.12. This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party.

10.13. Defined terms in this Agreement are set out in Schedule 2 or within the main body of this Agreement, capitalized or within quotation marks.

10.14. Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of this Agreement, which will remain in full

force and effect as if the Agreement had been executed with the invalid portion eliminated.

10.15. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

10.16. Both parties warrant and represent to the other that they have full power and authority to enter into and perform this Agreement.

11) PUBLIC RECORDS ACCESS:

11.1 Operator shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Operator shall keep and maintain public records required to perform the services under this Agreement.

11.2 This Agreement may be unilaterally canceled by the Client for refusal by Operator to either provide public records to the Client upon request, or to allow inspection and copying of all public records made or received by the Operator in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

11.3 If Operator meets the definition of "contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

11.3.1 Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Client. If the Client does not possess the requested records, the Client shall immediately notify Operator of the request, and Operator must provide the records to the Client or allow the records to be inspected or copied within a reasonable time. If Operator fails to provide the public records to the Client within a reasonable time, Operator may be subject to penalties under s. 119.10, F.S.

11.3.2 Upon request from the Client's custodian of public records, Operator shall provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

11.3.3 Operator shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Operator does not transfer the records to the Client.

11.3.4 Upon completion of the Agreement, Operator shall transfer, at no cost to Client, all public records in possession of Operator or keep and maintain public records required by the Client to perform the services under this Agreement. If the Operator transfers all public records to the Client upon completion of the Agreement, the Operator shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Operator keeps and maintains public records upon completion of the Agreement, the Operator shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Client, upon request from the Client's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Client.

11.4 IF THE OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CLIENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (863) 375-2255, by email at csilva@bowlinggreenfl.org, or at the mailing address below:

City Clerk
City of Bowling Green, Florida
104 E. Main Street
P.O. Box 608
Bowling Green, FL 33834-0608

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date at the top of this Agreement.

CITY OF BOWLING GREEN, FLORIDA	INFRAMARK, LLC
By: Steven M. Spinks	By: Larry Malcom
Title: Mayor	Title: Vice President – South Region
Date:	Date:

Schedule 1: Operator's Services

Full-Service Contract Operations and Maintenance for WTP/WWTP and Operations of /C&D

- Management, operation, and maintenance of the water and wastewater facilities in compliance with all applicable laws and regulations including:
    - Sample collection and management
    - Regulatory reporting
    - 24 hour / 7 day per week emergency call response
    - Monthly meeting and report with Manager to discuss operations and maintenance
    - Annual evaluation and assessment report that includes
        - an evaluation of the operation and condition of existing equipment and facilities;
        - a summary of recommendations and/or conclusions including a plan of action by the Operator to resolve and/or mitigate any compliance deficiencies, as well as a list of recommended equipment repairs and/or needed replacement to include estimated costs to effect same.
        - provide recommendations and outline for capital plan for facilities
    - Reading of water meters (approximately 883 Monthly)
    - Operator shall provide Client with reasonable assistance with the Client's WUP requirements: By July 1 of each year commencing in 2015, the City shall submit an annual progress report of the approved Water Loss Remedial Action Plan submitted August 20, 2014, for the preceding calendar year. The report shall address at a minimum the testing of water mains, metering of unmetered service connections, the repair/replacement of major isolation valves, and documentation of water line repairs with estimated water losses. The report is subject to approval by the Water Use Permit Bureau Chief.
    - Operator shall provide Client with reasonable assistance with the Client's WUP requirements: Water Audit. If the current water loss rate is greater than 10% of the total distribution quantities, a water audit as described in the "Instructions for Completion of the Water Use Annual Report" shall be conducted and completed by the following July 1, with the results submitted by the following October 1. Indicate on Part A of the Form whether the water audit was done, will be done, or is not applicable.
- Effective maintenance of the WTP & WWTP:
    - Inspection and adjustment of equipment
    - Routine maintenance of Facilities equipment in accordance with manufacturers' specifications and approved operating and maintenance procedures developed for equipment and processes of the Nano Facility
    - Cleaning and lubrication of equipment
    - Managing use and procurement of chemicals
    - Managing digestion and disposal of sludge by a 3rd party
    - Scheduling and tracking maintenance activity
    - Supervise and administer outside contractors
    - Optimizing Plant Operations to minimize chemical, electric, and sludge disposal costs
- Collections and Distribution System operations and maintenance including:
    - Work orders will be tracked in a Computerized Maintenance Management system or Diamond Maps provided by the City. (CMMS)

SEWER COLLECTION

- Manage cleaning lift stations removing grit and grease by a contractor
- Manage point repairs to the sewer collection system.

        - Excavation and repair will be done by City PW staff or a contractor

WATER DISTRIBUTION

- Water meter reading of approximately 883 meters manually read on a monthly basis
    - Water meter replacement as needed for functionality
    - Water service turn on and off as directed by the City
- Develop Valve Excessing program with the City
    - Provide a report on condition and those needing repair or replacement
- Develop an annual flushing program to systematically flush the distribution system
- Develop an annual hydrant maintenance program to maintain fire hydrants, document condition and track repairs
- Manage Water main breaks and service line repairs to the water distribution system.
    - Excavation and repair will be done by City PW staff or a contractor

- Management of operating expenses including:
    - Expenditure approvals by City Manager of Maintenance and repairs over $3,000
    - Maintenance Expenditures over $3,000 will be from City provided capital fund
    - Tracking all expenditure for Chemicals, Sludge and Maintenance
    - Monthly summary of expenditures provided in Monthly Operations Report
- Technical assistance to address the Town's management of existing assets, treatment processes, future capacity requirements and regulatory issues

Schedule 2: Definitions

"Abnormal or Biologically Toxic Materials" may include, but are not limited to, wastewater concentrations of heavy metals, phenols, cyanides, pesticides, herbicides, priority pollutants as listed by USEPA, or any substance that violates the local or USEPA standards for finished water after the proper processing of the raw water.

"Adjustment Date" means each anniversary of the Commencement Date.

"Agreement Year" means the consecutive twelve (12) month period that begins on the Commencement Date, and each subsequent consecutive twelve (12) month period that begins on each anniversary of the Commencement Date.

"Annual Compensation" is defined as Operator's Base Fee rendered under this Agreement and as set forth in Schedule 4, the Annual Repair and Maintenance Budget as defined herein and set forth in Schedule 4, the Annual Chemical Budget as defined herein and set forth in Schedule 4, and the Annual Process Residue Budget as defined herein and set forth in Schedule 4.

"Annual Chemical Budget" is defined as the total of all expenses incurred annually by Operator in connection with its obligation to supply all process chemicals necessary to operate the Facilities in compliance with Applicable Law and the terms of this Agreement in an amount up to a maximum amount of $15,000.00 in the first Agreement Year. The Annual Chemical Cap shall be included in the Annual Compensation and increased on each Adjustment Date by the Price Index Increase.

"Annual Maintenance Expenditures" is defined as the total of all expenses incurred annually by the Operator in connection with the discharge of its maintenance responsibilities as provided by Section 2.1 of this Agreement; provided however that the Annual Maintenance Expenditures shall exclude Operator's direct labor expenses and related benefits for those individuals exclusively assigned by the Operator to the operations and maintenance of the Facilities and whose cost is included in the Base Fee hereunder. The Annual Maintenance Expenditures shall specifically include, but shall not be limited to, all materials, supplies, parts, tools, outside subcontractors, specialized services, rental equipment and all of the Operator's costs (excluding overtime costs) and related benefits, as well as the cost of Operator's personnel not exclusively assigned to the operation and maintenance of the Facilities at an agreed hourly billing rate. As stated hereunder, any individual expenditure for the repair and/or replacement of Facilities' equipment or structure, other than a Capital Improvement, whose unit cost (as to any single event or function) exceeds Three Thousand dollars ($3,000.00) shall be subject to the Owner's prior approval. The cost of such approved expenditures shall be included in the Annual Maintenance Expenditures.

"Annual Process Residue Budget" is defined as the total of all expenses incurred annually by Operator in connection with its obligation to transport and disposed on Process Residue in compliance with Applicable Law and the terms of this Agreement in an amount up to a maximum amount of $18,000.00 in the first Agreement Year. The Annual Process Residue Budget shall be included in the Annual Compensation and increased on each Adjustment Date by the Price Index Increase.

"Annual Repair and Maintenance Budget" is defined as the total of all Annual Maintenance Expenditures in an amount up to a maximum of the amount of $30,000.00 in the first Agreement Year. The Annual Repair and Maintenance Limit shall be included in the Annual Compensation and increased on each Adjustment Date by the Price Index Increase.

"Applicable Law" means laws, rules, regulations, codes, administrative and judicial orders, directives, guidelines, judgments, rulings, interpretations or similar requirements or actions of any federal, state, local government, agency or executive or administrative body of any of the above, in each case that relate to the (a) parties' respective responsibilities under this Agreement; (b) operation or maintenance of the Facilities; (c) health and welfare of individuals working at or visiting the Facilities; and (d) the collection, delivery and

treatment of the Client's raw and finished water.

"Base Fee" is defined as Operator's base compensation for its performance of the Services. The Base Fee does not include the Annual Repair and Maintenance Budget.

"Baseline Conditions" means the average amount of raw water received and/or processed at the Facilities and the average pollutant limits contained in such raw water.

"Capital Improvements" means any modifications, additions or upgrades to the Facilities made by or on behalf of the Client or with its prior approval and funded from Client's capital proceeds.

"Client's Permit(s)" and/or *"Permit(s)"* means all permits and licenses issued to Client and required for the well withdrawal and treatment of potable water to, through and from the Facilities and the collection, transmission and treatment of wastewater to, through and from the Facilities. Copies of all Permits are attached as Schedule 3 of this Agreement.

"*Corrective Maintenance*" is defined as maintenance work which involves the repair or replacement of components which are failing or have failed. These are tasks that required a trained maintenance technician using a variety of tools including specialized tools.

"Emergency Event" means an event which threatens the immediate shutdown of, or the substantial reduction in the operational capacity of, any of the Facilities, or the life, health or property of Client and/or Operator, their employees and/or agents or others.

"Facilities" means the water treatment plant, wastewater treatment plant, pumping stations, and storage tanks, as described in Schedule 5 to this Agreement.

"Flows and Loadings" means the actual amount of raw water received and/or processed at the Facilities and the actual pollutant limits contained in such raw water.

"Force Majeure" means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees; (i) shortage of adequate power or transportation facilities.

"Non-Processible Water" is defined as influent raw water (i) which contains Abnormal or Biologically Toxic Materials; or (ii) which is otherwise detrimental to the operation and performance of the Facilities; or (iii) which exceeds the design capabilities of the Facilities as defined by the Operations and Maintenance Manual for the Facilities or as provided in submissions made to regulatory agencies in connection with the construction and/or the permitting of the Facilities.

"*Price Index*" means the Consumer Price Index for all Urban Consumers – Water and Sewerage Maintenance (CPI-U) for the U.S. City Average, 1982-84=100 as published monthly by the U.S. Department of Commerce, Bureau of Labor Statistics, or any replacement to that index from time to time.

"*Price Index Increase*" means the percentage increase between the Price Index in effect as of the month of each and every Adjustment Date over the Price Index in effect as of the month of the Commencement Date. The Price Index Increase shall be calculated as of each and every Adjustment Date for the purpose of adjusting the Base Compensation.

"Process Residue" means grit, screenings and sludge generated by or through the operation of the Facilities.

"*Routine Preventative Maintenance*" is defined as inspections and adjustments performed on equipment at regular intervals. Included are daily, weekly, monthly, quarterly, semi-annual, etc. inspections during which minor maintenance tasks such as lubrication, adjustments, filter replacement, calibrations, and cleaning are carried out.

Schedule 3: Client's Permits

Schedule 4: Annual Base Fee and Compensation Formula

1) Annual Compensation:

Annual Chemical Budget in the first year of this Agreement will be: $15,000.00.

Annual Process Residue Budget in the first year of this Agreement will be: $18,000.00.

Annual Repair and Maintenance Budget in the first year of this Agreement will be: $30,000.00.

Base Fee in the first year of this Agreement will be: $434,159.00.

Annual Compensation in the first year of this Agreement will be: $497,159.00.

Annual Compensation will be payable in twelve (12) equal monthly installments of $41,429.92.

2) Compensation formula

On each and every Adjustment Date, the Annual Compensation will be increased by the Price Index.

The following formula will be used to determine the increase in Annual Compensation on each Adjustment Date: $\mathbf{AAF = AF_0 \times [P_1 / P_0]}$

where:

AAF	=	Annual Adjusted Fee (new Annual Compensation) for the upcoming Agreement Year
AF_0	=	Annual Fee (Annual Compensation) for the Agreement Year just ended
P_1	=	Price Index in effect as of the month of the current Adjustment
P_0	=	Price Index in effect as of the month of the prior Adjustment Date

With respect to the first Adjustment Date, P_0 shall be the Price Index in effect as of the Commencement Date of the Agreement.

Schedule 5: Client's Facilities

- WWTP: 0.320 MGD Ovivo Carrousel Oxidation Ditch Process
    - New November 2019
- WTP
    - Two primary Upper Floridan wells
    - One backup Upper Floridan well
    - Two ground storage tanks (55,000 gal Buffer Tank for NF system, 200,000 gal treated GST)
    - 3 High services pumps
    - Elevated tank
- Tonka nanofiltration system (Commissioning July/August 2020)
- Collections System Operations
    - 4 Pump Stations
    - Approx. 60,800 LF of gravity sewer
    - Approx. 6,900 LF of force main
    - Approx. 229 manholes
- Distribution System Operations (Approx. 30-40 miles of pipe)
    - Meter Reading 883 water meters

Schedule 6: Baseline Conditions

Baseline Conditions for the WWTP:

.237 =Flow
156 = CBOD
199 = TSS

Baseline Conditions for the Nano WTP:

Total Flow from wells =202,703

Schedule 7: Mosaic Agreement

Schedule 8: Wauchula Agreement

CITY OF BOWLING GREEN

Vacation of Right of Way

OVERVIEW REPORT

September 8, 2020

TO: City of Bowling Green, City Commission

FROM: Brenda Torres, Community Planner, Central Florida Regional Planning Council

SUBJECT: **Ordinance 2020-04:** Applicant-initiated request to vacate a (30) foot by approximately three hundred one and eight hundredths (301.8) foot unimproved platted right-of-way located between Lots 31 and 32 of Block C and Lots 1 and 38 of Block F, within the Mount Zion Subdivision as recorded in Plat Book 3, Page 12 of the Public Records of Hardee County, Florida, pursuant to section Sec. 32-52. of the City of Bowling Green Code of Ordinances.

AGENDA DATES:

September 8, 2020, 6:00 PM: City Council (First Reading)
October 13, 2020, 6:00 PM: City Council (Second Reading, Public Hearing)

ATTACHMENTS:

- Map exhibit and description.
- Application

CITY COMMISSION MOTION OPTIONS:

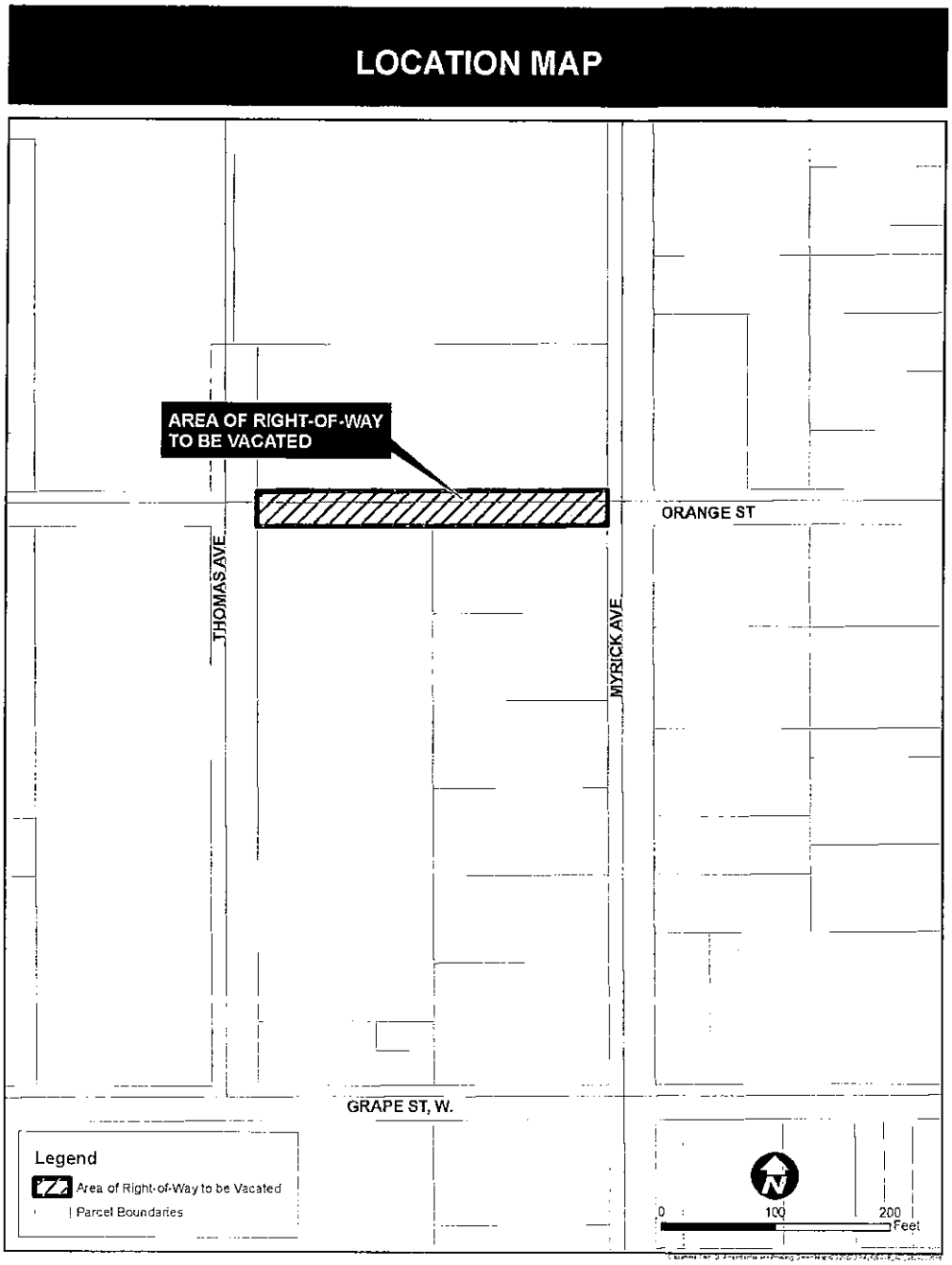
***Resolution** Motion Options:*

1. I move the City Commission **approve Ordinance 2020-04 on First Reading**
2. I move the City Commission **approve Ordinance 2020-04 with changes on First Reading**
3. I move the City Commission **deny Ordinance 2020-04 on First Reading**

SUBJECT RIGHT-OF-WAY TO BE VACATED:

Description

A thirty (30) foot by approximately three hundred one and eight hundredths (301.8) foot unimproved platted right-of-way located between Lots 31 and 32 of Block C and Lots 1 and 38 of Block F, within the Mount Zion Subdivision as recorded in Plat Book 3, Page 12 of the Public Records of Hardee County, Florida, pursuant to section Sec. 32-52. of the Land Development Code of the City of Bowling Green.



ORDINANCE NO. 2020-04

AN ORDINANCE OF THE CITY OF BOWLING GREEN, FLORIDA, VACATING A THIRTY (30) FOOT BY APPROXIMATELY THREE HUNDRED ONE AND EIGHT HUNDREDTHS (301.8) FOOT UNIMPROVED PLATTED RIGHT-OF-WAY LOCATED BETWEEN LOTS 31 AND 32 OF BLOCK C AND LOTS 1 AND 38 OF BLOCK F, WITHIN THE MOUNT ZION SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 12 OF THE PUBLIC RECORDS OF HARDEE COUNTY, FLORIDA, PURSUANT TO SECTION SEC. 32-52. OF THE CITY OF BOWLING GREEN CODE OF ORDINANCES; PROVIDING FOR A COPY TO BE FURNISHED TO HARDEE COUNTY; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING RESOLUTIONS, THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bowling Green, Florida (hereinafter, the "City") has been conferred authority to vacate any street or alley or part of street or alley by virtue of section 177.101 of the Florida Statutes, as amended and supplemented; and

WHEREAS, the Petitioner, Lester Fulse, requests that the City Commission of the City of Bowling Green, Florida, forever vacate and abandon the right-of-way located as described in Exhibit "A" and as shown in Exhibit "B" which are attached and made a part hereof; and

WHEREAS, the Notice of Intent to seek the vacation of right-of-way within the City was duly published in the Herold Advocate on August 27, 2020, for the purpose of hearing objections to the vacating of said right-of-way at the September 8, 2020 City of Bowling Green public meeting; and

WHEREAS, the City Commission, after having made a thorough study of the changing conditions in the neighborhood, being apprised of the existing facts, taking into consideration the other streets and alleys whereby property owners have access to their property, have determined that it is in the best interest of the City of Frostproof and its residents that the said right-of-way shall be forever be vacated and abandoned.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOWLING GREEN, FLORIDA:

Section 1. Vacation of Platted Right-of-Way. That a 30.0 foot wide by approximately three hundred one and eight hundredths (301.8) foot unimproved platted right-of-way located between Lots 31 and 32 of Block C and Lots 1 and 38 of Block F, within the Mount Zion Subdivision as described in Exhibit "A" and as shown in Exhibit "B" which are attached and made a part hereof, is hereby vacated and abandoned.

Section 2. **Filing and Recording of Certified Copy.** A certified copy of this Ordinance shall be filed with the Hardee Clerk of Court and duly recorded in the public records of Hardee County in accordance with subsection 177.101(5) of the Florida Statutes.

Section 3. **Effective Date.** This Ordinance shall become effective immediately upon its passage.

INTRODUCED AND PASSED on First Reading at the regular meeting of the City of Bowling Green City Commission held on the _____ day of _____, 2020.

PASSED AND DULY ADOPTED, on second reading at the meeting of the City of Bowling Green City Commission duly assembled on the _____ day of _____, 2020.

ATTEST:

CITY OF BOWLING GREEN, FLORIDA

_____
Maria Carmen Silva, City Clerk

_____
Steven M. Spinks, Mayor

Approved as to form:

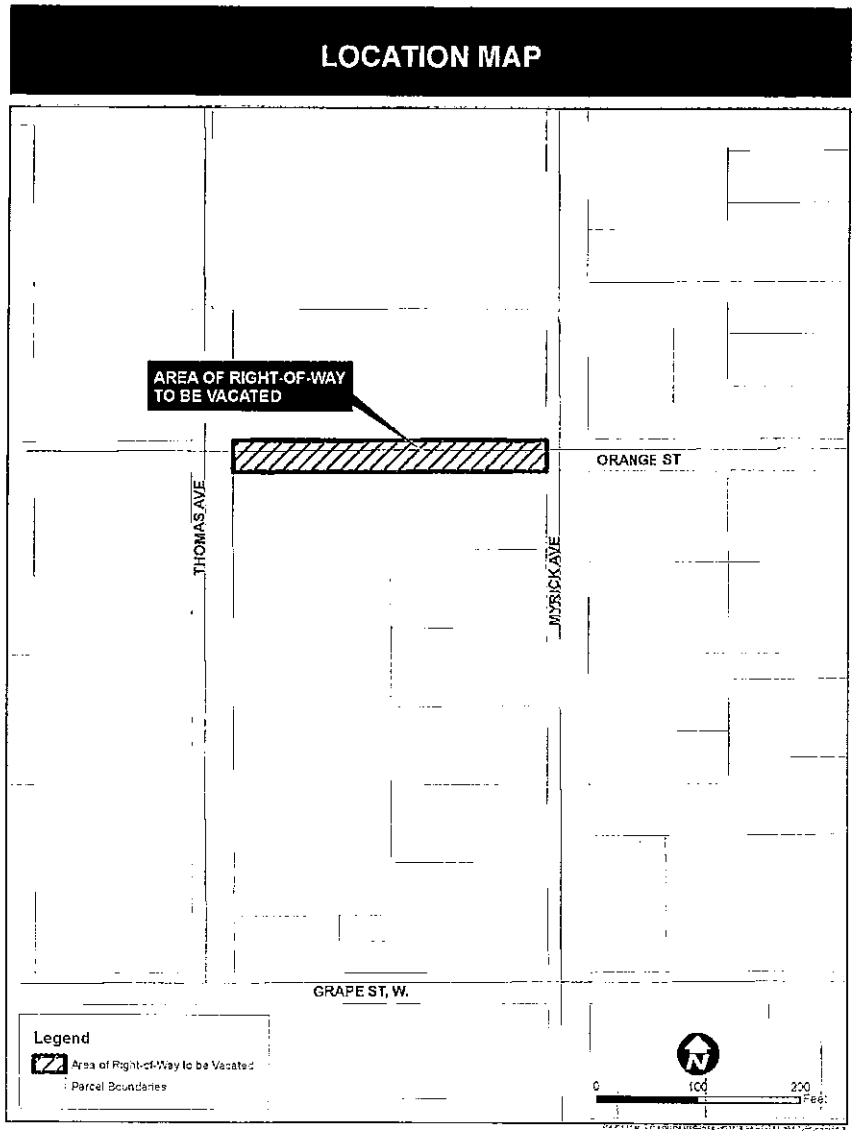
_____
Gerald Buhr, City Attorney

EXHIBIT "A"

Description

THIRTY (30) FOOT BY APPROXIMATELY THREE HUNDRED ONE AND EIGHT HUNDREDTHS (301.8) FOOT UNIMPROVED PLATTED RIGHT-OF-WAY LOCATED BETWEEN LOTS 31 AND 32 OF BLOCK C AND LOTS 1 AND 38 OF BLOCK F, WITHIN THE MOUNT ZION SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 12 OF THE PUBLIC RECORDS OF HARDEE COUNTY, FLORIDA

EXHIBIT "B"

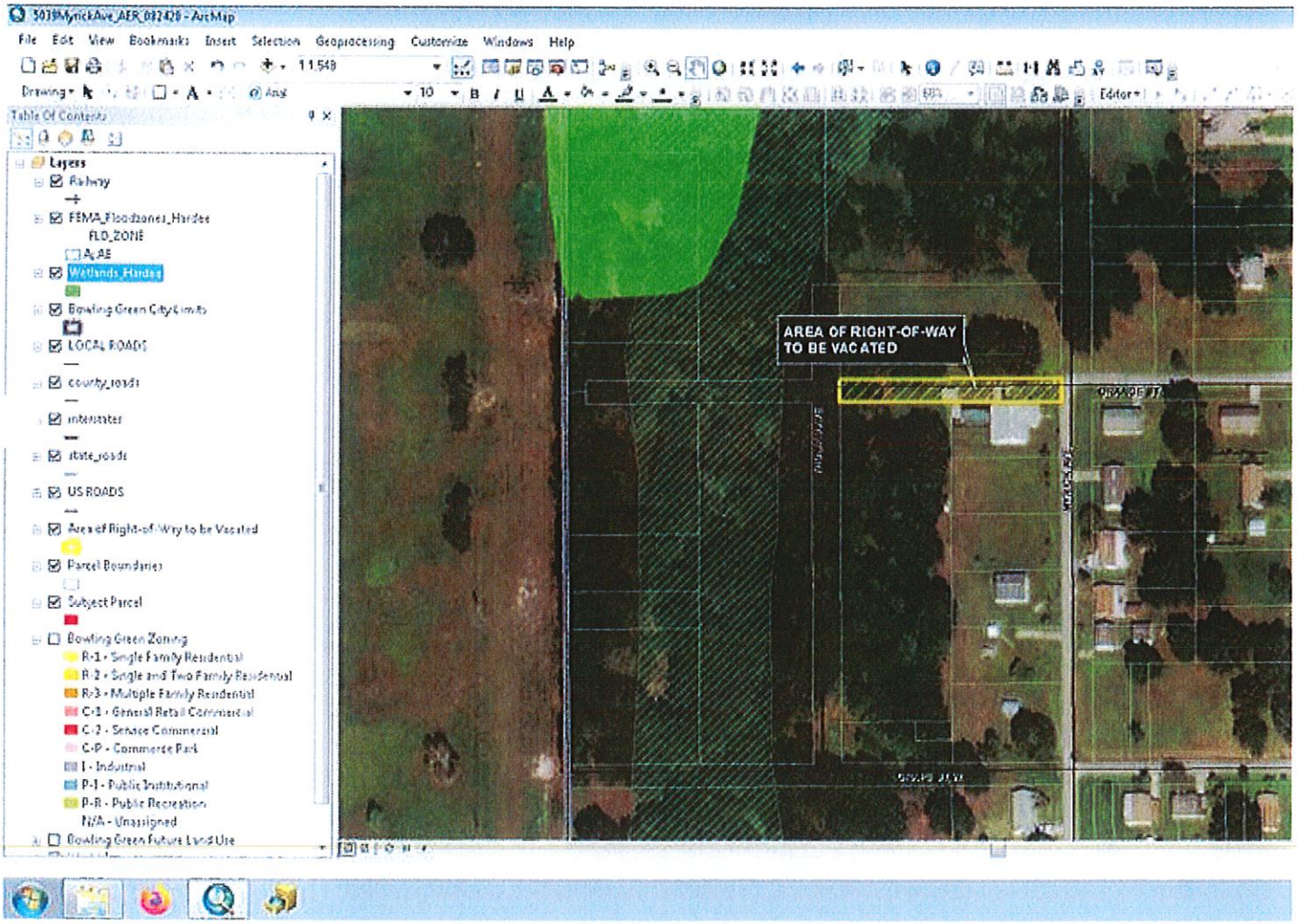


City of Bowling Green
AERIAL PHOTO MAP

WLawrence

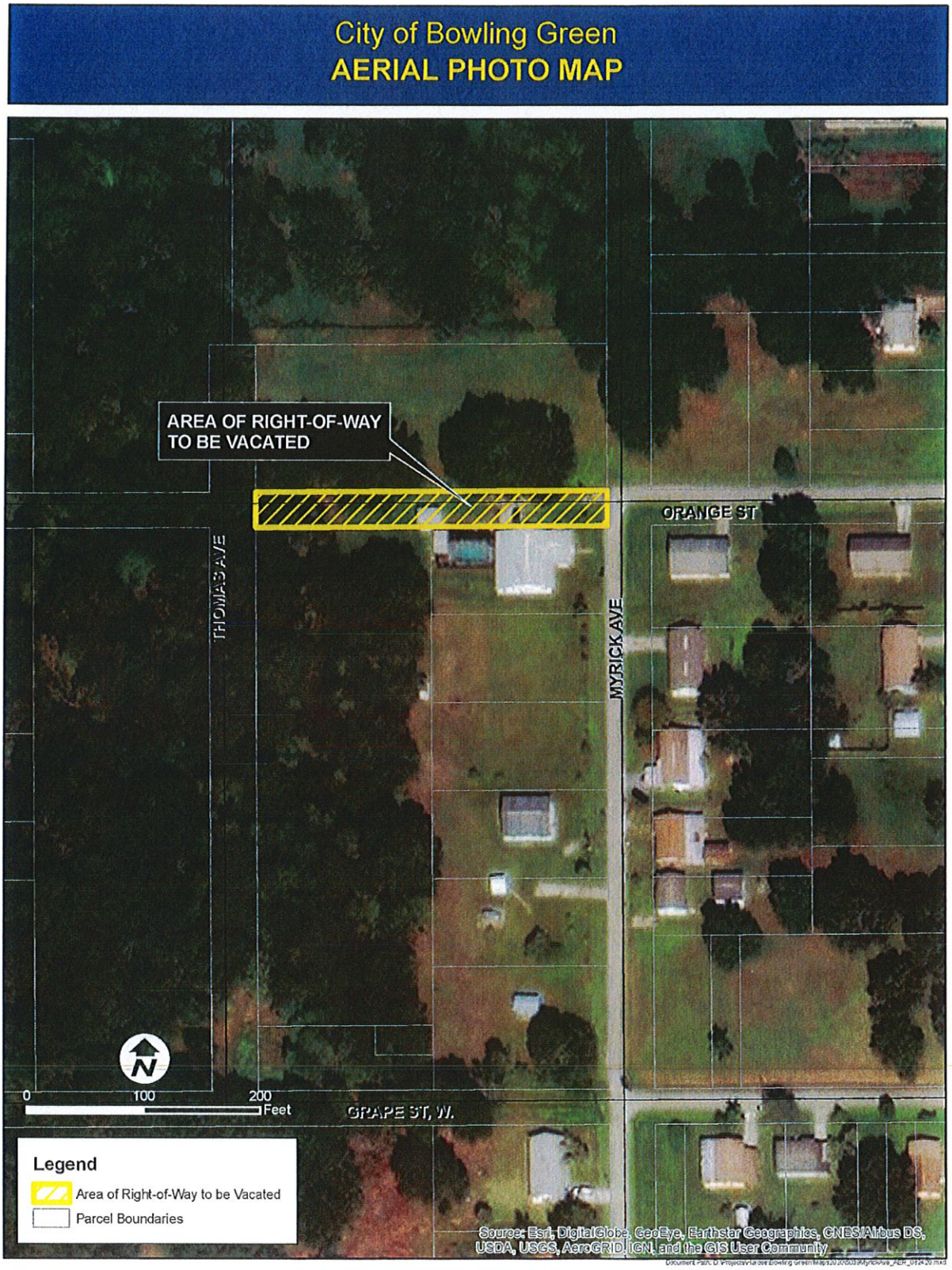
m: Jennifer Codo-Salisbury <jcodosalisbury@cfrpc.org>
nt: Thursday, September 3, 2020 2:48 PM
To: WLawrence
Subject: FW: Right of Way Vacation - 5039 Myrick Ave

The hatch is the 100-yr floodplain and the green blob is wetlands.
As far as R/W goes, I don't see how any of the parcels would be land-locked. None of the R/W back there is improved.



From: Jennifer Codo-Salisbury <jcodosalisbury@cfrpc.org>
Sent: Thursday, September 03, 2020 12:12 PM
To: Jeff Schmucker <jschmucker@cfrpc.org>
Cc: Brenda Torres <btorres@cfrpc.org>
Subject: FW: Right of Way Vacation - 5039 Myrick Ave

Jeff,


City of Bowling Green
AERIAL PHOTO MAP
AREA OF RIGHT-OF-WAY TO BE VACATED
ORANGE ST
THOMAS AVE
MYRICK AVE
GRAPE ST, W.
N
0
100
200
Feet
Legend
Area of Right-of-Way to be Vacated
Parcel Boundaries
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

PROCEDURES FOR VACATION OF RIGHT-OF-WAY:

Below for reference are the procedures set forth by the City of Bowling Code of Ordinances for vacation of right-of-way within Bowling Green.

Sec. 32-52. - Procedures for applications for abandonment of right-of-way.

(a) Upon receipt of an application for abandonment of a right-of-way, together with fees therefor, the city manager shall review same for completeness and for compliance with the requirements of this article. The city manager may reject the application if it is incomplete, or if a similar application has been considered at any time within six months of the date the application is submitted. As soon as practicable after acceptance of the application, the city manager shall proceed as follows:

(1) Set a date for a public hearing thereon to be held by the city commission, direct the city attorney to draft an ordinance for the road closing, and refer the matter to the commission by forwarding the original application to the clerk for distribution.

(2) Obtain comments, approvals or objections from police department, fire-rescue department, utilities department and from utilities other than city or county (i.e., power, telephone cable, etc.) as to the existence of any facilities in the right-of-way requiring an easement.

(3) Notify by regular mail the owners and occupants of real property bounding and abutting the street or alley, or portion thereof affected. The owner of property shall be deemed to be the person shown on the current city tax assessment roll as being the owner and such notice shall be sent to the address given on such assessment roll for that person. It shall not be necessary to send such notice by mail to any owner or occupant of property who has signed the application for abandonment as a requesting party.

(4) Notify the general public of the public hearing to be held on the application, by publishing notice of the public hearing on the road closing ordinance under consideration as required by law.

(5) Further notify the general public by posting signs upon the street or alley, or portion thereof affected, setting forth notice of the proposed abandonment and of the date of the public hearing of the commission to be held on the application.

(6) Advise each and every public utility company that may be involved or concerned with the abandonment by sending them a copy of the application and requesting their review thereof and recommendations of approval or disapproval thereon to be made to the city manager within not more than 20 days' time, and stating that failure to respond shall be deemed approval of the abandonment without an easement being obtained from the property owners.

(7) Examine, analyze and review the application for abandonment and report its recommendations or status on the application for abandonment to the city commission within 30 days after the application has been made, and shall specifically include in its report the recommendations of approval or disapproval of those public utility companies, police and fire departments, property owners and occupants contacted, and of the director of the utility services department, as requested theretofore. If approval is to be subject to retaining an easement after the closing, such easement must be fully drafted and ready for execution, and the city manager shall make his recommendation for approval "subject to execution of the attached easement."

(b) At the second reading of the road closing ordinance, the commission shall hold a public hearing and shall consider the right and interest in the right-of-way subject to the application for abandonment from the standpoint of the benefit of the community as a whole, and may establish additional requirements regarding any rearrangement of streets and rights-of-way which are involved therein in order to secure a more regular and harmonious system for traffic circulation.

CITY OF BOWLING GREEN
APPLICATION FOR VACATION AND ABANDONMENT
(Notations after each item reference requirements in Ordinance No. 2012-05)

Application No. _____	
Application Fee to be paid with application:	
Streets/Alleys $450.00	☑
Easements $400.00	☐

1. Applicant name, mailing address, and contact phone numbers:
Lester Fulse + Jewel Fulse
PO Box 403
Bowling Green FL 33834 863-375-4103

2. Description of right-of-way or easement to be abandoned and vacated; if easement, give legal description and recording book and page number:
•259 Lots 1, 2 + 3 Blk F Mt Zion SUBD
05 33S 25E 171 P186 site 5039 Myrick Ave. BG 33834
•863 Lots 27 through 36 Inclusive Blk C Mt Zion
SUBD 05 33S 25E 231 P764 276 P474 P475 599 P 782 LP
618 P121 683 P702 - TT/AFF 683 P707 site Bertha Fulse St BG 33834

3. Reason for Abandonment:
To put up detached car porch

4. Names and addresses of the owners and occupants of real property bounding and abutting the street sought to be abandoned:
Lester Fulse + Jewel Fulse
5039 Myrick Ave Bowling Grn FL 33834

The applicant acknowledges that expenses will be incurred as the result of a special request from citizens and therefore have not been provided for in the City's annual budget. The applicant agrees to accept responsibility for the payment of all costs associated with the procedure for vacating the right-of-way or easement.

The Applicant verifies under oath that the information contained herein is true and correct.

Lester Fulse
Applicant (print name)

8/17/2020
Date

Signature

Received by 8/17/20

Page 1 of 3

September 2, 2020

Mr. William Lawrence, City Manager
City of Bowling Green
104 E. Main Street
PO Box 608
Bowling Green, FL 33834

Via Email

RE: Planning Advisory Services Agreement

Dear Mr. Lawrence:

Enclosed please find the Planning Advisory Services (PAS) Agreement for the Central Florida Regional Planning Council (CFRPC) to provide professional planning services to the City of Bowling Green for the 2020-2021 Fiscal Year. A description of the contract is provided below.

- The PAS Agreement is for $6,000 (consistent with FY 19-20) and includes continued professional planning services to the City as indicated in Attachment A, I-III of the contract including but not limited to:

  - Assistance with comprehensive plan amendments, rezonings, variances, large project review, subdivision review;
  - Minor revisions to the Land Development Regulations; and
  - Comprehensive mapping services.

Please contact me if you have any questions or concerns regarding the enclosed contract. In order for the CFRPC to provide these services in the new fiscal year, we request that the City execute these contracts by October 1, 2020.

Please sign two copies of the enclosed contract and return them to the CFRPC to my attention. We will return one original to your attention following signature of the CFRPC.

We greatly appreciate the opportunity to be of service to the City of Bowling Green.

Sincerely,

Jennifer J. Codo-Salisbury

Jennifer Codo-Salisbury, MPA, AICP
Deputy Director/Planning & Administrative Director

Attachment: Planning Advisory Services (PAS) Contract

PLANNING ADVISORY SERVICES AGREEMENT

with the

CITY OF BOWLING GREEN

THIS AGREEMENT is made and entered into this _____ day of _____, 2020, by and between the **Central Florida Regional Planning Council** (hereinafter referred to as the "COUNCIL") and the **City of Bowling Green** (hereinafter referred to as the "CITY").

BACKGROUND

A. The CITY desires to engage the COUNCIL to provide professional planning services to assist the CITY in complying with the requirements of growth management laws; to provide technical assistance to elected officials, and CITY staff members on the evaluation and processing of land development proposals; and to maintain the Comprehensive Plan, Future Land Use Map, Unified Land Development Code, and Official Zoning Map; all of which is detailed in Attachment A, I-III – Scope of Work, and is a part of this Agreement.

B. The CITY desires to engage the COUNCIL to update the Capital Improvements Element (CIE) to the Comprehensive Plan as detailed in Attachment A, IV – Scope of Work, and is a part of this Agreement.

C. The COUNCIL desires to provide such professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually agree as follows:

I. GENERAL

The CITY engages the COUNCIL to assist the CITY in fulfilling the requirements of Chapter 163, Florida Statutes and all relevant amendments to these statutes, and any other pertinent state law or rule related to Growth Management; and the COUNCIL shall provide the professional services required under this Agreement with the CITY.

II. SCOPE OF WORK

The COUNCIL shall perform, in a satisfactory and proper manner, the work and services detailed in Attachment A - Scope of Work and shall satisfy all requirements of the guidelines specified therein.

III. COMPENSATION

This is a fixed fee agreement. The fixed fee for General Planning Services (I-III in Attachment A) and the Specialized Planning Services to update the Capital Improvements Element (IV in Attachment A) is **$6,000 (six thousand dollars)**. As consideration for performance of all work rendered under this Agreement, the CITY agrees to pay a fixed fee for both the Generalized and Specialized Planning Services of **$6,000 (six thousand dollars)** to be paid in four (4) payments, beginning October 1, 2020 with a final payment due July 1, 2021. Payment shall be made upon receipt of an acceptable completed invoice from the COUNCIL, which shall be presented to the CITY. Payments will be due as follows:

October 1, 2020	$1,500
January 1, 2021	$1,500
April 1, 2021	$1,500
July 1, 2021	$1,500

All fees and payments for additional Scope of Work, if required, shall be negotiated.

IV. PERIOD OF AGREEMENT

The services of the COUNCIL are to commence upon execution of this agreement.

V. MODIFICATION OF AGREEMENT

A. Either party may request changes in the services or Scope of Work to be performed by the COUNCIL pursuant to this Agreement, including adjustments in the funds provided under the Agreement if necessary and appropriate. Such changes mutually agreed upon by and between the CITY and the COUNCIL shall be incorporated in written amendments to this Agreement signed by both parties.

B. Any extensions of the Agreement shall be mutually agreed upon by and between the CITY and the COUNCIL and shall be incorporated in written amendments to this Agreement signed by both parties.

VI. TERMINATION

A. This Agreement may be terminated by the written mutual consent of the parties.

B. Either party may terminate this Agreement upon written notice of thirty (30) days. Written notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

C. In the event the Agreement is terminated, the COUNCIL shall be reimbursed in the amount commensurate with the work satisfactorily accomplished on the effective date of termination.

VII. COMPLIANCE WITH LAWS

The COUNCIL warrants, represents, and agrees that it will comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.

VIII. PERSONNEL

A. The COUNCIL represents that it has, or will secure at its own expense, personnel necessary to perform the services under this Agreement.

B. The COUNCIL shall continuously staff the project with personnel as deemed necessary by the COUNCIL to fulfill its obligations under this Agreement. Qualified persons may be added, deleted, or substituted at any time during the period of this Agreement, as the COUNCIL may deem necessary or appropriate.

IX. DATA TO BE FURNISHED TO COUNCIL

Upon reasonable request of the COUNCIL, the CITY shall provide to the COUNCIL, at no cost, all information, data reports, records, and maps in its possession, or which become available to it, that are necessary for the execution of work of the COUNCIL under this Agreement.

X. RIGHT TO WORK PRODUCTS

Copies of all work products shall become the property of the CITY.

XI. ASSIGNMENT

This Agreement shall not be assignable.

XII. TERMS AND CONDITIONS

This Agreement and attachments incorporated by reference constitute all the terms and conditions agreed upon by the parties.

XIII. PUBLIC RECORDS ACCESS

The CITY AND COUNCIL agree that the COUNCIL shall comply with Florida's public records law to specifically include:

A. The COUNCIL shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The COUNCIL shall keep and maintain public records required to perform the services under this Agreement.

B. This Agreement may be unilaterally canceled by the CITY for refusal by the COUNCIL to either provide public records to the CITY upon request, or to allow inspection and copying of all public records made or received by the COUNCIL in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

C. If the COUNCIL meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the CITY. If the CITY does not possess the requested records, the CITY shall immediately notify Contractor of the request, and the COUNCIL must provide the records to the CITY or allow the records to be inspected or copied within a reasonable time. If the COUNCIL fails to provide the public records to the CITY within a reasonable time, Contractor may be subject to penalties under s. 119.10, F.S.

ii. Upon request from the CITY's custodian of public records, the COUNCIL shall provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. The COUNCIL shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the COUNCIL does not transfer the records to the CITY.

iv. Upon completion of the Agreement, Contractor shall transfer, at no cost to CITY, all public records in possession of Contractor or keep and maintain public records required by the CITY to perform the services under this Agreement. If the COUNCIL transfers all public records to the CITY upon completion of the Agreement, the COUNCIL shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the COUNCIL shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to CITY, upon request from the CITY's custodian of public records, in a format that is accessible by and compatible with the information technology systems of CITY.

D. **IF THE COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT (863) 375-2255, BY EMAIL AT csilva@bowlinggreenfl.org, OR AT THE MAILING ADDRESS BELOW:.**

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

IN WITNESS WHEREOF, the CITY and the COUNCIL have caused this Agreement to be executed by their undersigned officials as duly authorized.

CITY OF BOWLING GREEN

By: _____

_____
Witness

CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

By: _____
Patricia M. Steed, Executive Director

_____
Witness

Approved as to legal form and sufficiency:

_____
City Attorney

_____
Council Attorney

Attachment A

City of Bowling Green
SCOPE OF WORK FOR FY 2020-2021

GENERAL PLANNING SERVICES

I. GROWTH MANAGEMENT ADMINISTRATION

A. The COUNCIL shall advise and assist the CITY in the preparation of small scale and large scale Comprehensive Plan amendments made necessary by annexations, citizen requests, State statute changes, and CITY initiated requests.

B. The COUNCIL shall provide technical assistance to the elected officials and CITY staff members on the evaluation and processing of land development proposals (i.e., comprehensive plan amendments, zoning applications, subdivision plats, site plans, etc.).

C. The COUNCIL shall provide technical assistance on occasional and minor revisions to the Land Development Regulations.

D. The COUNCIL shall coordinate training sessions on State statute and rule changes that effect the CITY'S compliance with Chapter 163, F.S., as necessary.

E. The COUNCIL shall provide minor Comprehensive Plan Text Amendments based on State mandates.

II. ROUTINE MAPPING (ON GIS BASE MAP)

A. The COUNCIL shall prepare updates to the Map Series for the Comprehensive Plan made necessary by annexations, land use changes and text amendments.

B. The COUNCIL shall prepare updates to the Official Zoning Map made necessary by annexations, requests for re-zonings and Comprehensive Plan amendments.

III. LARGE SCALE PLAN REVIEW

The COUNCIL shall advise and assist the CITY on matters concerning the review of proposed large scale development projects on such subjects as, (a) the contents of proposed plans, (b) the processes for development review, (c) the integration of the development and its infrastructure plans into the CITY'S Comprehensive Plan, (d) coordination of review and (e) consistency with the Land Development Regulations and Comprehensive Plan.

SPECIALIZED PLANNING SERVICES

IV. CAPITAL IMPROVEMENTS ELEMENT (CIE)

The COUNCIL will coordinate the tasks below in order to update the Capital Improvements Element of the Comprehensive Plan.

A. Prepare an updated Capital Improvements Element and five-year schedule.

B. Prepare a sample ordinance to be used for adoption of the Capital Improvements Element.

The COUNCIL will work with the CITY to obtain all necessary information in updating the Capital Improvements Element of the Comprehensive Plan, and attend public hearings related to the adoption of the Capital Improvements Element, as requested by the CITY.

CITY OF BOWLING GREEN
INVITATION TO BID – SURPLUS EQUIPMENT

The City of Bowling Green will be accepting sealed bids for the following surplus equipment:

1997 Pakmore Ford Garbage Truck

6′ Tractor Supply Disk

5′ Bushhog

2004 Ford Explorer

2002 Ford F-150

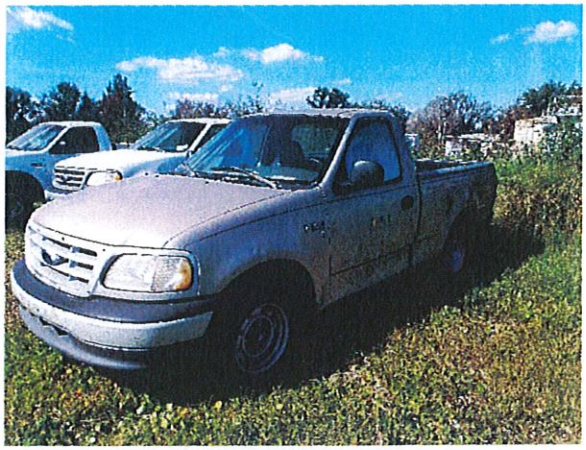
2000 Ford F-150

1999 Ford F-150

Sealed bids must be turned in to the Bowling Green City Hall no later than 4:00 P.M. on Wednesday, September 2nd, 2020. Bid envelope must contain the name of the equipment (one per envelope). The City of Bowling Green City Commission will award the bid to the highest bidder at the City Commission Meeting held on Tuesday, September 8th, 2020.

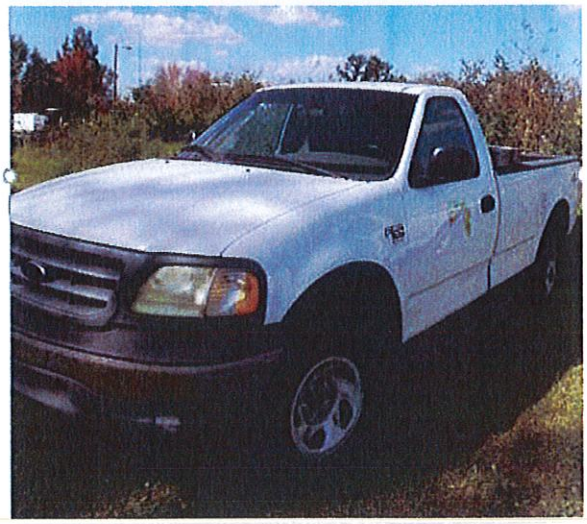
The items up for bid are available for public view at our Public Works location during normal business hours. Please contact Wayne Prine at 863-245-5813 to schedule a time to view the equipment.

1999 F150
Gold
Vin # 1FTZF1724XNB38835
Mileage # 201,894



2000 F150
WHITE
Vin # 1FTZF1824YNB80700
Mileage # 161,086

2002 F150
White
Vin # 1FTRF18W22NB98686
Mileage # 215,328



9.8 Credits -All credits will be issued through the credit card. Under no circumstance should a cardholder accept cash in lieu of a credit to the credit card.

10. DISPOSAL OF SURPLUS PROPERTY

10.1 "Surplus property" is defined by Chapter 275.05 FS as property "that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function".

10.2 Items seized, confiscated, or found by the Police Department shall be handled and disposed of in accordance with applicable Federal, State, and local requirements (hereafter "Seized Property" or "Unclaimed Property").

10.3 Surplus property shall be disposed of in accordance with this policy. All Surplus, Seized and Unclaimed Property is disposed of "as is" and "where is", with no warranty, guarantee, or representation of any kind, expressed or implied, as to the condition, utility or use-ability of the property offered.

10.4 Having consideration for the best interests of the City, property that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function to the City, may be disposed of without bids to the state, to any governmental unit, or to any political subdivision or charitable organization exempt under Section 501(c)(3) of the Internal Revenue Code, or used in trade if determined to provide maximum return for the City. If the property is without commercial value it may be donated, destroyed, or abandoned. The determination of property to be disposed of by the City pursuant to this section shall be at the election of the City Manager in the reasonable exercise of his discretion. Property, the value of which the City estimates to be under $5,000, may be disposed of by the most efficient and cost-effective means as determined by the City Manager. Property, the value of which the City Manager estimates to be $5,000 or more, may be offered for sale or lateral transfer to other government units or qualified no-profit organizations, or offered for sale by the bid process or public auction. The method of disposal for property valued at $5,000 or more shall be approved by the City Commission.

10.5 City Officials and Employees who are not involved in the determination as to the "surplus" status and not involved in any way (i.e. pricing, receiving bids, etc.) in the process of disposal of the Property, are eligible to bid on Property listed for disposal but may not bid while on duty nor while acting in an official capacity for the city.

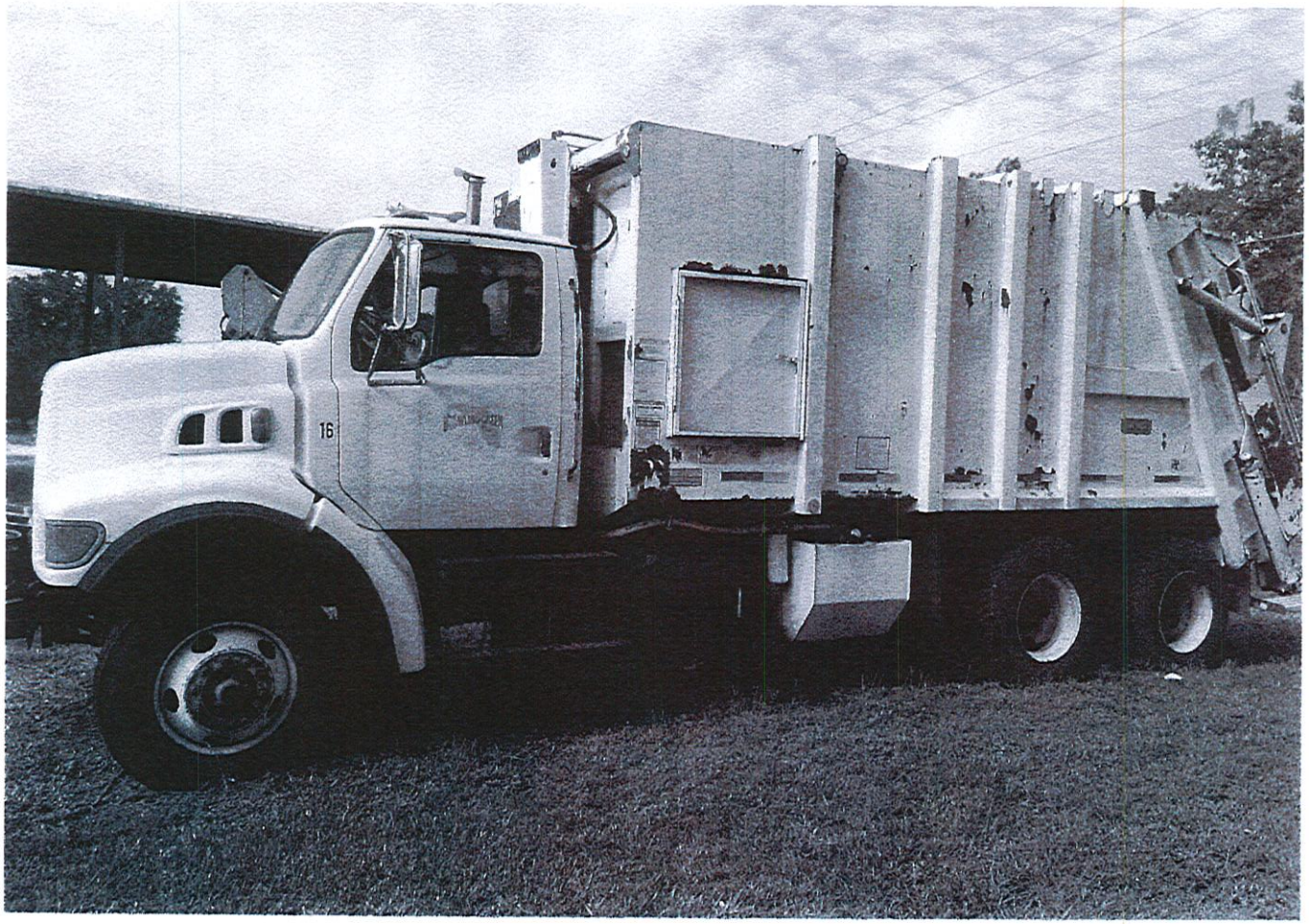
10.6 It is critical to maintain a trail of documentation for audit purposes regarding the disposition of Property of the City of Bowling Green.

11. EXCEPTIONS TO COMPLIANCE WITH THIS MANUAL

The following are circumstances that are exceptions to the requirement to comply with this Manual. Nevertheless, each and every exception listed below shall be reviewed and approved by the City Manager or City Commission prior to procurement or payment.

2004 Ford Explorer
Vin# 1FMZU62K54UC30530
Mileage = 142,386

VIN# 1FDZW86E6WVA25516
1997 PAKMORE FORD



NOT WORTH Selling

Tractor Supply DISK 6 FOOT

HAS BEEN MODIFIED & WELDED

Aprox: 8 YRS OLD

5 FOOT BUSHHOG
NEEDS NEW BLADES
NEEDS BRUSH PAN
NEEDS PTO SHAFT, swivel wheel + Pins

2002 FORD F150
Vin# 1FTRF18W22NB98686
4-Wheel DRIVE (DOESNT WORK)
NEEDS WORK

2000 F150

1FTZF1824YNB80700

4-Wheel DRIVE
DOESNT WORK
NEEDS WORK

1999 FORD F150

1FTZF1724XNB38835

RUNS

NEEDS NEW SEAT

CITY OF BOWLING GREEN

AGENDA REQUEST

Name Rito Melendez

Address 4797 Starke Ave, BG Fl 33834

Phone (Contact Information) 863
863-245-8603

Date 8/31/20

Purpose of Request Tree removal

Signature

AGENDA PROTOCOL

Requests for items to be placed upon the agenda will be submitted to the City of Bowling Green administrative offices in writing, by fax or e-mail no later than 12:00 p.m. (noon) on the Wednesday prior to the next regularly scheduled commission meeting. This information will be submitted on the form or format adopted or provided by the City of Bowling Green.

Required information will include:

1. The following information of person requesting:

   a) Name of the individual, organization, or business requesting to be placed upon the agenda.

   b) Physical and Mailing Address of the individual or entity requesting to be placed on agenda.

   c) The name of the person or persons who will be presenting the information at the meeting.

   d) Contact Information: Home, Business, Wireless and Email addresses.

2. Subject of the request. (Topic of presentation)

3. Detailed summary of the request.

4. Any information regarding topic to be discussed, handouts, charts, pictures etc. are to be accompanied by the request for the commissioner's review. (copies for all commissioners packets, city manager, city clerk and attorney are to be provided with the request)

5. A notice of intent to present via audio-visual format with a brief summary of the content and needs for the presentation of such. (Otherwise, presentation materials are to be delivered via a format compatible with available devices currently owned and used by the City).

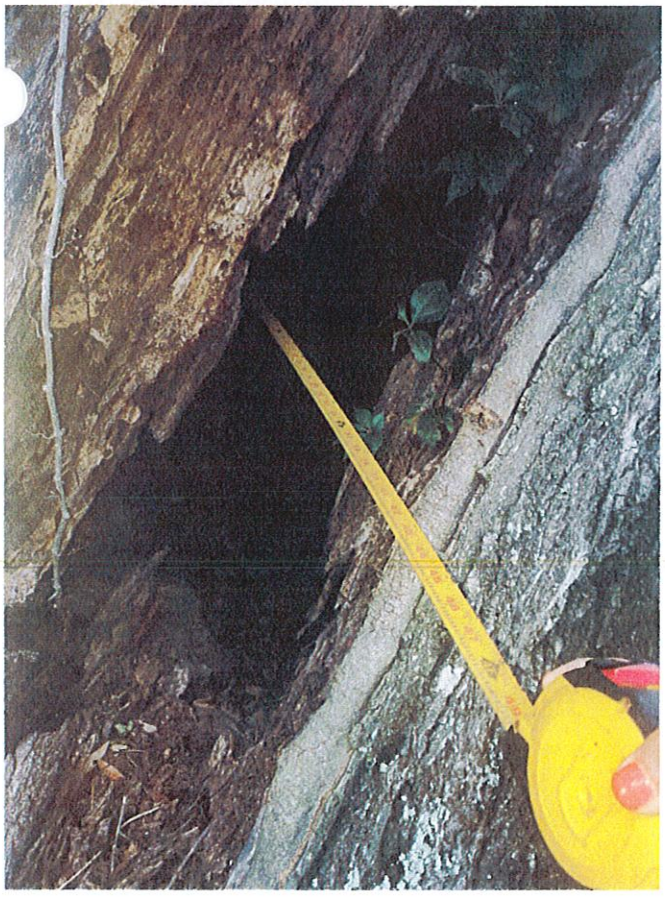
6. Any other items to be used as demonstration for the presentation (visual aids etc.) will be delivered to the City of Bowling offices before 5 p.m. on Monday prior to the next regularly scheduled meeting for review by City staff for appropriateness to topic, venue, and public safety. (This shall be at the Cities discretion to determine if appropriate for public display and safety)

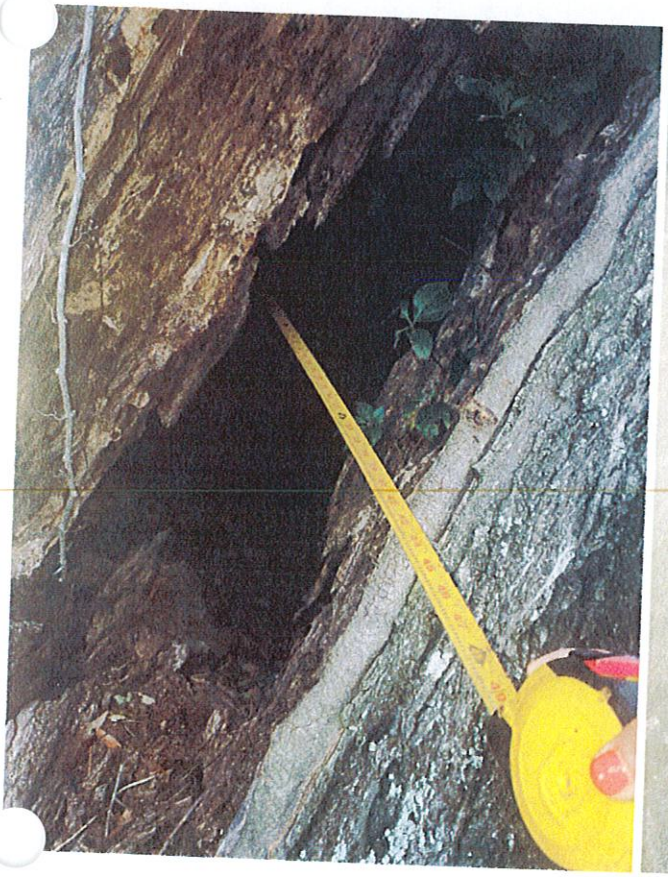
Rito Melendez and Linda Calvillo
4797 Starke Ave
Bowling Green FL 33834
(863) 245-4476 Ritomelendez@gmail.com
(863) 245-8603

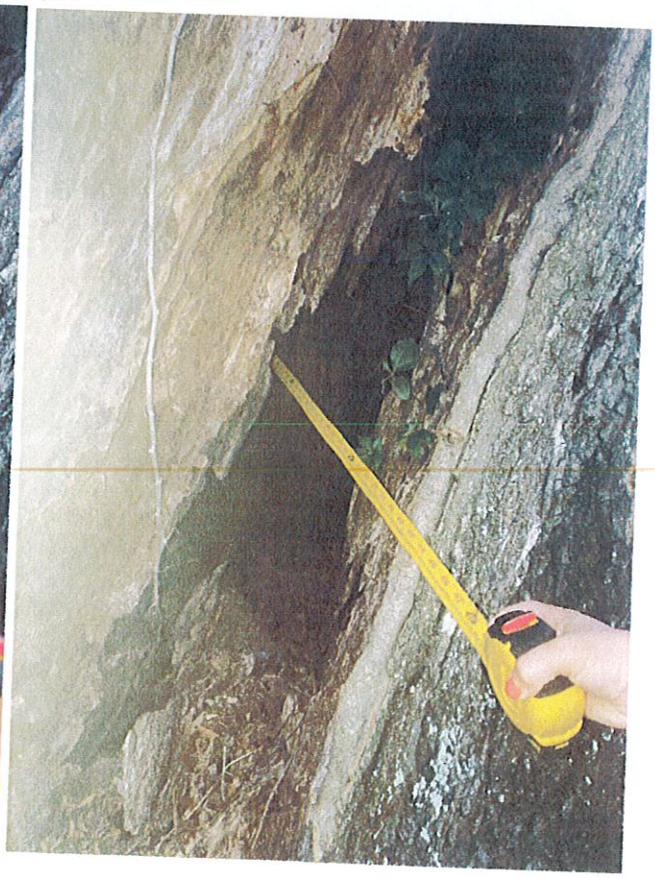
To: City of Bowling Green

Ref: Tree removal on property located on 4797 Starke Ave, Bowling Green. Fl 33834

Dear City officials, I am requesting the removal of a tree located at 4797 Starke Avenue, Bowling Green, FL 33834. We have discussed our concerns on several occasions to employees of the City of Bowling Green. We have even provided a survey that proves that the tree is on the City's right of way. The tree is old and hollow from the inside. It has become a major concern for my family and home. As we are in midst of hurricane season, we worry that that tree may cause some major damage to our house if it were to fall and hit our front porch. We have attached pictures that show the current physical state of the tree.







CITY OF BOWLING GREEN

Statement of Revenue and Expenditures 9/3/2020 9:01am

Revised Budget
For General Fund (01)
For the Fiscal Period 2020-11 Ending August 31, 2020

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues						
Revenues						
01-00-2424	Rent-Main Street Bldg	0.00 $	0.00 $	0.00 $	0.00 $	0.00%
01-00-3010	Ad Valorem Taxes	23,321.67	218.91	279,860.00	267,362.24	4.47%
01-00-3011	Hardee County TIF Contribution	0.00	0.00	0.00	0.00	0.00%
01-00-3041	6 Cent Gas Tax	2,702.58	0.00	32,431.00	24,164.47	25.49%
01-00-3042	New County 5 cent Fuel Tax	490.50	0.00	5,886.00	4,447.91	24.43%
01-00-3110	Franchise Fees-Electric	7,083.33	9,907.09	85,000.00	101,232.03	(19.10%)
01-00-3141	Utility Tax-Electric	8,500.00	12,722.29	102,000.00	137,501.26	(34.81%)
01-00-3142	Communications Service Tax	2,362.25	2,529.48	28,347.00	26,939.92	4.96%
01-00-3143	Utility Tax on Water	3,443.50	3,427.85	41,322.00	34,763.46	15.87%
01-00-3148	Utility Tax-Propane	833.33	5,873.45	10,000.00	12,652.60	(26.53%)
01-00-3210	Occupational License	166.67	20.50	2,000.00	765.32	61.73%
01-00-3211	Planning/Building Sign-off fees	166.67	240.00	2,000.00	3,390.00	(69.50%)
01-00-3352	State Revenue Sharing	15,289.42	27,986.31	183,473.00	123,875.32	32.48%
01-00-3354	Mobile Home License	66.67	64.75	800.00	514.87	35.64%
01-00-3355	State Beverage License	16.67	0.00	200.00	125.86	37.07%
01-00-3356	1/2 Cent Sales Tax	8,018.50	0.00	96,222.00	67,653.60	29.69%
01-00-3357	1 Cent Surtax	17,410.33	12,682.92	208,924.00	170,190.87	18.54%
01-00-3358	State Gas Tax Rebate	183.33	259.73	2,200.00	1,694.68	22.97%
01-00-3359	State Grant (DEO)	0.00	0.00	0.00	0.00	0.00%
01-00-3443	Rent - Water Tower	5,000.00	5,808.33	60,000.00	58,083.30	3.19%
01-00-3472	Miscellaneous Recreation	333.33	0.00	4,000.00	6,143.00	(53.58%)
01-00-3473	Rent - Parks/Bldgs	58.33	0.00	700.00	275.00	60.71%
01-00-3510	Fines & Forfeitures	2,916.67	1,343.30	35,000.00	23,642.23	32.45%
01-00-3520	Law Enforcement Educational Fund	166.67	48.80	2,000.00	1,023.64	48.82%
01-00-3602	Police Grants - Revenue	0.00	0.00	0.00	0.00	0.00%
00-3610	Interest Income	333.33	679.66	4,000.00	7,721.51	(93.04%)
00-3615	Miscellaneous Income	0.00	679.05	0.00	13,213.82	0.00%
01-00-3641	Cemetary Income	205.67	600.00	2,468.00	12,560.00	(408.91%)
01-00-3644	Proceeds from sale of fixed assets	166.67	0.00	2,000.00	0.00	100.00%
01-00-3691	State DOT Hwy. Lighting	666.67	0.00	8,000.00	0.00	100.00%
01-00-3692	State DOT Traffic Signal Maintenance	0.00	0.00	0.00	0.00	0.00%
01-00-3901	Transfer In/Out	2,805.83	0.00	33,670.00	0.00	100.00%
Total Revenues		**102,708.59**	**85,092.42**	**1,232,503.00**	**1,099,936.91**	**10.76%**
Grant Revenue Revenues						
01-01-3904	Mosaic Grant	0.00	0.00	0.00	0.00	0.00%
01-01-3905	FRDAP Grants	0.00	0.00	0.00	0.00	0.00%
01-01-3906	USDA Grant	0.00	0.00	0.00	0.00	0.00%
01-01-3907	State DOT SCOP Grant	17,250.00	0.00	207,000.00	199,639.53	3.56%
Total Grant Revenue Revenues		**17,250.00**	**0.00**	**207,000.00**	**199,639.53**	**3.56%**
Total General Fund Revenues		**119,958.59 $**	**85,092.42 $**	**1,439,503.00 $**	**1,299,576.44 $**	**9.72%**

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Expenditures						
Expenditures						
01-00-5029	Capital Outlay	958.33 $	0.00 $	11,500.00 $	0.00 $	100.00%
01-00-5191	Transfer to Enterprise Fund	0.00	0.00	0.00	0.00	0.00%
Total Expenditures		**958.33**	**0.00**	**11,500.00**	**0.00**	**100.00%**
Administrative Expenditures						
01-10-5000	Legislative/Salaries	1,300.00	1,300.00	15,600.00	14,300.00	8.33%
01-10-5001	Salaries	12,297.25	11,205.85	147,567.00	133,501.15	9.53%
01-10-5003	Overtime	50.00	35.09	600.00	225.51	62.42%
01-10-5010	FICA Tax	1,044.00	881.69	12,528.00	10,366.69	17.25%
01-10-5020	Retirement Contribution	370.42	202.32	4,445.00	646.50	85.46%
01-10-5023	Employee Insurance	2,077.83	2,077.26	24,934.00	24,927.12	0.03%
01-10-5024	Worker's Compensation	268.75	0.00	3,225.00	4,422.24	(37.12%)
01-10-5030	Legal Fees	541.67	458.77	6,500.00	4,302.37	33.81%
01-10-5032	Accounting Fees	737.50	0.00	8,850.00	15,153.75	(71.23%)
01-10-5034	Contract Labor	0.00	0.00	0.00	800.00	0.00%
01-10-5036	Engineering Consulting & Legal Fees	0.00	0.00	0.00	0.00	0.00%
01-10-5041	Telephone	275.00	346.07	3,300.00	3,519.38	(6.65%)
01-10-5042	Shipping & Postage	66.67	220.00	800.00	839.55	(4.94%)
01-10-5043	Utilities	458.33	356.38	5,500.00	4,170.87	24.17%
01-10-5045	Liability Insurance	641.00	0.00	7,692.00	5,768.61	25.01%
01-10-5046	Repairs & Maintenance	333.33	377.78	4,000.00	4,859.16	(21.48%)
01-10-5048	Advertising	291.67	124.25	3,500.00	2,433.96	30.46%
01-10-5049	Miscellaneous Expense	833.33	215.87	10,000.00	7,677.26	23.23%
01-10-5050	Comprehensive Plan	500.00	0.00	6,000.00	6,000.00	0.00%
01-10-5051	Office Supplies	250.00	0.00	3,000.00	891.86	70.27%
01-10-5052	Gas & Oil	125.00	151.93	1,500.00	1,820.08	(21.34%)
01-10-5053	Uniforms	75.00	85.09	900.00	744.41	17.29%
01-10-5054	Dues & Subscriptions	500.00	60.00	6,000.00	5,243.18	12.61%
01-10-5055	Operating Supplies	58.33	84.99	700.00	576.48	17.65%
01-10-5060	Building Improvement	1,250.00	0.00	15,000.00	5,778.63	61.48%
01-10-5062	Lease/Rent	166.67	189.07	2,000.00	1,227.00	38.65%
01-10-5064	New Equipment	125.00	1,161.06	1,500.00	1,161.06	22.60%
01-10-5068	Training	500.00	0.00	6,000.00	1,826.34	69.56%
01-10-5101	Contribution to TIF	1,942.33	0.00	23,308.00	21,477.00	7.86%
Total Administrative Expenditures		**27,079.08**	**19,533.47**	**324,949.00**	**284,660.16**	**12.40%**
Police Dept Expenditures						
01-20-5001	Salaries	26,177.33	24,144.24	314,128.00	293,897.80	6.44%
01-20-5003	Overtime & Crossing Guards	2,500.00	2,078.67	30,000.00	24,370.84	18.76%
01-20-5010	FICA Tax	2,185.75	1,840.83	26,229.00	22,275.39	15.07%
01-20-5020	Retirement Contribution	857.17	0.00	10,286.00	0.00	100.00%
01-20-5023	Employee Insurance	4,848.83	4,155.12	58,186.00	52,973.52	8.96%
01-20-5024	Worker's Compensation	1,610.67	0.00	19,328.00	4,422.27	77.12%
01-20-5034	Contract Labor	166.67	0.00	2,000.00	0.00	100.00%
01-20-5041	Telephone	500.00	673.08	6,000.00	5,719.07	4.68%
01-20-5042	Shipping & Postage	25.00	0.00	300.00	193.10	35.63%

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
01-20-5043	Utilities	133.33	135.80	1,600.00	1,496.26	6.48%
01-20-5045	Liability Insurance	640.17	0.00	7,682.00	5,768.64	24.91%
01-20-5046	Repairs & Maintenance	833.33	1,007.93	10,000.00	10,701.98	(7.02%)
01-20-5049	Miscellaneous Expense	166.67	294.94	2,000.00	1,296.64	35.17%
01-20-5051	Office Supplies	208.33	0.00	2,500.00	2,112.59	15.50%
01-20-5052	Gas & Oil	1,416.67	1,154.61	17,000.00	14,959.25	12.00%
01-20-5053	Uniforms	316.67	0.00	3,800.00	2,841.69	25.22%
01-20-5055	Operating Supplies	291.67	0.00	3,500.00	2,508.53	28.33%
01-20-5062	Lease/Rent	41.67	0.00	500.00	848.77	(69.75%)
01-20-5064	New Equipment	3,750.00	622.73	45,000.00	46,079.64	(2.40%)
01-20-5068	Training	83.33	0.00	1,000.00	1,983.09	(98.31%)
01-20-5161	Investigation Funds	41.67	0.00	500.00	67.99	86.40%
Total Police Dept Expenditures		**46,794.93**	**36,107.95**	**561,539.00**	**494,517.06**	**11.94%**
Physical Enviroment Expenditures						
01-40-5001	Salaries	8,310.92	6,942.75	99,731.00	85,877.67	13.89%
01-40-5003	Overtime	208.33	275.46	2,500.00	3,064.89	(22.60%)
01-40-5010	FICA Tax	651.67	482.29	7,820.00	5,953.22	23.87%
01-40-5020	Retirement Contribution	255.50	0.00	3,066.00	0.00	100.00%
01-40-5023	Employee Insurance	2,077.83	2,077.26	24,934.00	22,861.56	8.31%
01-40-5024	Worker's Compensation	291.67	0.00	3,500.00	4,422.24	(26.35%)
01-40-5034	Contract Labor	2,343.50	0.00	28,122.00	1,590.45	94.34%
01-40-5041	Telephone	100.00	127.49	1,200.00	1,258.72	(4.89%)
01-40-5042	Shipping & Postage	4.17	0.00	50.00	0.00	100.00%
01-40-5043	Utilities	2,500.00	574.70	30,000.00	5,689.20	81.04%
01-40-5045	Liability Insurance	641.00	0.00	7,692.00	5,768.63	25.00%
01-40-5046	Repairs & Maintenance	1,250.00	2,720.75	15,000.00	9,608.82	35.94%
01-40-5049	Miscellaneous Expense	83.33	37.08	1,000.00	1,392.34	(39.23%)
01-40-5051	Office Supplies	41.67	0.00	500.00	154.24	69.15%
01-40-5052	Gas & Oil	1,250.00	911.56	15,000.00	6,425.60	57.16%
01-40-5053	Uniforms	75.00	70.18	900.00	605.60	32.71%
01-40-5055	Operating Supplies	583.33	17.58	7,000.00	1,597.67	77.18%
01-40-5057	Dog Pound	791.67	222.26	9,500.00	5,336.89	43.82%
01-40-5062	Lease/Rent	0.00	0.00	0.00	0.00	0.00%
01-40-5064	New Equipment	1,583.33	432.69	19,000.00	9,248.04	51.33%
01-40-5065	Traffic light repair	0.00	0.00	0.00	0.00	0.00%
01-40-5066	Roads & Streets	1,666.67	37.00	20,000.00	13,081.58	34.59%
01-40-5067	Highway Lighting	541.67	3,329.26	6,500.00	38,029.19	(485.06%)
Total Physical Enviroment Expenditures		**25,251.26**	**18,258.31**	**303,015.00**	**221,966.55**	**26.75%**
Recreation Expenditures						
01-50-5033	Contribution to Recreation Center	666.67	0.00	8,000.00	8,000.00	0.00%
01-50-5043	Utilities	250.00	601.08	3,000.00	4,492.09	(49.74%)
01-50-5046	Repairs & Maintenance	833.33	0.00	10,000.00	5,075.91	49.24%
01-50-5049	Miscellaneous Expense	416.67	0.00	5,000.00	522.55	89.55%
01-50-5055	Operating Supplies	41.67	0.00	500.00	44.99	91.00%
01-50-5058	Recreation Council	333.33	725.76	4,000.00	4,317.70	(7.94%)
01-50-5064	New Equipment	0.00	0.00	0.00	0.00	0.00%

Revised Budget
For General Fund (01)
For the Fiscal Period 2020-11 Ending August 31, 2020

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Recreation Expenditures		**2,541.67**	**1,326.84**	**30,500.00**	**22,453.24**	**26.38%**
Cemetery Expenditures						
01-60-5049	Miscellaneous Expense	83.33	0.00	1,000.00	116.79	88.32%
01-60-5091	Professional Services	0.00	0.00	0.00	0.00	0.00%
Total Cemetery Expenditures		**83.33**	**0.00**	**1,000.00**	**116.79**	**88.32%**
Other expenditures Expenditures						
01-70-5093	Contingency	0.00	0.00	0.00	0.00	0.00%
Total Other expenditures Expenditures		**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Grants Expenditures						
01-80-5066	Roads & Streets	17,250.00	4,800.00	207,000.00	9,000.00	95.65%
01-80-5094	FRDAP, Main Street Park, Centanino	0.00	0.00	0.00	0.00	0.00%
01-80-5102	Community Center	0.00	0.00	0.00	2,330.00	0.00%
Total Grants Expenditures		**17,250.00**	**4,800.00**	**207,000.00**	**11,330.00**	**94.53%**
Total General Fund Expenditures		**119,958.60 $**	**80,026.57 $**	**1,439,503.00 $**	**1,035,043.80 $**	**28.10%**
General Fund Excess of Revenues Over Expenditures	**$**	**(0.01)**	**5,065.85 $**	**0.00 $**	**264,532.64 $**	**0.00%**

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues						
Revenues						
40-00-3143	Utility Tax-Water	3,443.50 $	3,601.08 $	41,322.00 $	38,346.21 $	7.20%
40-00-3434	Garbage Revenue	28,104.50	27,476.53	337,254.00	312,536.70	7.33%
40-00-3461	Water Income	37,442.75	37,492.93	449,313.00	405,752.39	9.69%
40-00-3462	Water Taps	333.33	0.00	4,000.00	1,050.00	73.75%
40-00-3463	Sewer Income	41,487.42	42,448.40	497,849.00	462,743.50	7.05%
40-00-3464	Sewer Taps	416.67	0.00	5,000.00	500.00	90.00%
40-00-3465	Penalties and Late Fees	1,750.00	1,335.00	21,000.00	17,010.00	19.00%
40-00-3466	nonsufficient check	8.33	0.00	100.00	175.00	(75.00%)
40-00-3467	Sewer Impact Fees	0.00	0.00	0.00	0.00	0.00%
40-00-3470	Water Impact Fees	0.00	0.00	0.00	0.00	0.00%
40-00-3610	Interest Income	291.67	53.73	3,500.00	1,759.17	49.74%
40-00-3615	Miscellaneous Income	1,058.33	0.00	12,700.00	43,343.36	(241.29%)
40-00-3644	Proceeds from sale of fixed assets	157.92	0.00	1,895.00	0.00	100.00%
40-00-3902	Transfer from Gen Fd. To Ent. Fd.	0.00	0.00	0.00	0.00	0.00%
Total Revenues		**114,494.42**	**112,407.67**	**1,373,933.00**	**1,283,216.33**	**6.60%**
Grant Revenue Revenues						
40-01-3651	CDBG	97,006.42	0.00	1,164,077.00	21,852.02	98.12%
40-01-3652	EDA Grant Revenue	0.00	0.00	0.00	0.00	0.00%
40-01-3655	General Appropriations Water Grant	0.00	0.00	0.00	0.00	0.00%
40-01-3656	General Appropriations WW Grant	0.00	0.00	0.00	0.00	0.00%
40-01-3952	FDEP Grant/Loan Water Plant	0.00	0.00	0.00	4,982.50	0.00%
40-01-3953	FDEP Grant/Loan WWTP	92,848.42	121,516.00	1,114,181.00	229,803.61	79.37%
40-01-3955	SWFWMD Grant Effluent Disposal	78,604.17	25,192.00	943,250.00	807,278.00	14.42%
tal Grant Revenue Revenues		**268,459.01**	**146,708.00**	**3,221,508.00**	**1,063,916.13**	**66.97%**
Tot terprise Fund Revenues		**382,953.43 $**	**259,115.67 $**	**4,595,441.00 $**	**2,347,132.46 $**	**48.92%**
Expenditures						
Expenditures						
40-00-5092	Transfer In/Out	2,811.50 $	0.00 $	33,738.00 $	0.00 $	100.00%
40-00-5093	Contingency	0.00	0.00	0.00	0.00	0.00%
40-00-5191	Transfer to General Fund	0.00	0.00	0.00	0.00	0.00%
Total Expenditures		**2,811.50**	**0.00**	**33,738.00**	**0.00**	**100.00%**
Water Expenditures						
40-02-5001	Salaries	7,874.69	7,187.52	94,496.32	85,515.26	9.50%
40-02-5003	Overtime	375.00	283.98	4,500.00	2,050.16	54.44%
40-02-5010	FICA Tax	631.08	548.14	7,573.00	6,366.14	15.94%
40-02-5020	Retirement Contribution	247.42	0.00	2,969.00	0.00	100.00%
40-02-5023	Employee Insurance	2,077.83	2,077.26	24,934.00	24,927.12	0.03%
40-02-5024	Worker's Compensation	268.75	0.00	3,225.00	4,422.26	(37.12%)
40-02-5030	Legal Fees	541.67	458.77	6,500.00	4,626.84	28.82%
40-02-5032	Accounting Fees	708.33	0.00	8,500.00	15,153.75	(78.28%)
40-02-5034	Contract Labor	2,343.50	0.00	28,122.00	0.00	100.00%

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
40-02-5035	Contract Operators	2,727.50	24,139.96	32,730.00	35,189.96	(7.52%)
40-02-5036	Engineering Consulting & Legal Fees	6,250.00	0.00	75,000.00	50,047.73	33.27%
40-02-5037	GIS Mapping	250.00	0.00	3,000.00	432.00	85.60%
40-02-5041	Telephone	166.67	207.33	2,000.00	2,383.63	(19.18%)
40-02-5042	Postage	83.33	103.74	1,000.00	958.08	4.19%
40-02-5043	Utilities	1,500.00	1,827.30	18,000.00	21,423.16	(19.02%)
40-02-5044	Water Utility Tax - to GF	3,443.50	3,427.85	41,322.00	34,763.46	15.87%
40-02-5045	Liability Insurance	641.00	0.00	7,692.00	5,768.63	25.00%
40-02-5046	Repairs & Maintenance	8,875.00	6,788.76	106,500.00	36,632.06	65.60%
40-02-5047	Meter Expense	833.33	1,132.59	10,000.00	7,693.98	23.06%
40-02-5049	Miscellaneous Expense	750.00	1,370.15	9,000.00	10,094.97	(12.17%)
40-02-5051	Office Supplies	41.67	49.78	500.00	749.85	(49.97%)
40-02-5052	Gas & Oil	250.00	334.24	3,000.00	4,235.14	(41.17%)
40-02-5053	Uniforms	100.00	0.00	1,200.00	944.14	21.32%
40-02-5054	Dues & Subscriptions	65.42	0.00	785.00	795.00	(1.27%)
40-02-5055	Operating Supplies	1,666.67	1,429.49	20,000.00	13,518.36	32.41%
40-02-5058	License & Permitting	6.25	0.00	75.00	0.00	100.00%
40-02-5062	Lease/Rent	41.67	0.00	500.00	0.00	100.00%
40-02-5064	New Equipment	1,166.67	1,524.49	14,000.00	37,088.82	(164.92%)
40-02-5068	Training	166.67	0.00	2,000.00	1,005.13	49.74%
40-02-5072	1995 Water Bond	1,887.92	0.00	22,655.00	0.00	100.00%
40-02-5098	Water Plant Capital Reserves	1,666.67	0.00	20,000.00	0.00	100.00%
40-02-5106	SRF Loan pmt W250250	1,329.25	0.00	15,951.00	19,990.00	(25.32%)
Total Water Expenditures		**48,977.46**	**52,891.35**	**587,729.32**	**426,775.63**	**27.39%**
Sanitation Expenditures						
40-03-5001	Salaries	4,509.67	3,933.20	54,116.00	48,600.49	10.19%
40-03-5003	Overtime	166.67	28.47	2,000.00	779.73	61.01%
-03-5010	FICA Tax	357.67	289.89	4,292.00	3,588.68	16.39%
-03-5020	Retirement Contribution	140.33	0.00	1,684.00	0.00	100.00%
40-03-5023	Employee Insurance	1,385.17	1,384.84	16,622.00	15,929.56	4.17%
40-03-5024	Worker's Compensation	262.50	0.00	3,150.00	4,422.25	(40.39%)
40-03-5030	Legal Fees	541.67	458.77	6,500.00	4,302.35	33.81%
40-03-5032	Accounting Fees	737.50	0.00	8,850.00	15,153.75	(71.23%)
40-03-5034	Contract Labor	4,687.50	3,636.74	56,250.00	40,524.13	27.96%
40-03-5041	Telephone	66.67	50.50	800.00	551.82	31.02%
40-03-5042	Postage	0.00	0.00	0.00	0.00	0.00%
40-03-5045	Liability Insurance	641.00	0.00	7,692.00	5,768.62	25.00%
40-03-5046	Repairs & Maintenance	1,166.67	1,082.53	14,000.00	9,593.41	31.48%
40-03-5049	Miscellaneous Expense	83.33	25.74	1,000.00	977.94	2.21%
40-03-5052	Gas & Oil	583.33	425.39	7,000.00	5,205.15	25.64%
40-03-5053	Uniforms	50.00	99.38	600.00	399.89	33.35%
40-03-5055	Operating Supplies	250.00	0.00	3,000.00	620.38	79.32%
40-03-5059	Trash Pickup & Landfill Charge	7,000.00	9,657.85	84,000.00	82,288.93	2.04%
40-03-5062	Lease/Rent	0.00	0.00	0.00	0.00	0.00%
40-03-5064	New Equipment	1,093.58	0.00	13,123.00	5,152.38	60.74%
40-03-5068	Training	41.67	0.00	500.00	83.28	83.34%
40-03-5099	Capital Reserves	0.00	0.00	0.00	0.00	0.00%

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Sanitation Expenditures		**23,764.93**	**21,073.30**	**285,179.00**	**243,942.74**	**14.46%**
Sewer Expenditures						
40-04-5001	Salaries	6,250.00	1,938.28	75,000.00	41,979.64	44.03%
40-04-5003	Overtime	191.67	35.92	2,300.00	369.67	83.93%
40-04-5010	FICA Tax	571.92	134.90	6,863.00	3,051.83	55.53%
40-04-5020	Retirement Contribution	224.25	0.00	2,691.00	0.00	100.00%
40-04-5023	Employee Insurance	2,077.83	692.42	24,934.00	13,848.40	44.46%
40-04-5024	Worker's Compensation	268.75	0.00	3,225.00	4,422.24	(37.12%)
40-04-5030	Legal Fees	541.67	576.77	6,500.00	4,420.39	31.99%
40-04-5032	Accounting Fees	737.50	0.00	8,850.00	15,153.75	(71.23%)
40-04-5034	Contract Labor	2,343.75	2,510.26	28,125.00	26,727.45	4.97%
40-04-5035	Contract Operators	4,211.25	26,489.96	50,535.00	59,639.96	(18.02%)
40-04-5036	Engineering Consulting & Legal Fees	833.33	10,647.50	10,000.00	10,647.50	(6.48%)
40-04-5039	Sludge Hauling	1,500.00	0.00	18,000.00	79,775.00	(343.19%)
40-04-5041	Telephone	208.33	76.99	2,500.00	1,214.40	51.42%
40-04-5042	Postage	83.33	103.74	1,000.00	942.84	5.72%
40-04-5043	Utilities	3,000.00	2,851.91	36,000.00	39,480.72	(9.67%)
40-04-5045	Liability Insurance	641.00	0.00	7,692.00	5,768.64	25.00%
40-04-5046	Repairs & Maintenance	2,083.33	1,043.19	25,000.00	18,412.04	26.35%
40-04-5049	Misc. Expense/Contigency	1,666.67	81.06	20,000.00	1,139.54	94.30%
40-04-5051	Office Supplies	83.33	49.78	1,000.00	689.08	31.09%
40-04-5052	Gas & Oil	333.33	60.80	4,000.00	1,896.88	52.58%
40-04-5053	Uniforms	50.00	0.00	600.00	362.66	39.56%
40-04-5054	Lift station repair & maint.	1,666.67	0.00	20,000.00	18,867.63	5.66%
40-04-5055	Operating Supplies	1,666.67	695.81	20,000.00	11,859.70	40.70%
40-04-5058	Permitting	666.67	0.00	8,000.00	0.00	100.00%
40-04-5060	Building Improvement	0.00	0.00	0.00	0.00	0.00%
04-5062	Lease/Rent	41.67	0.00	500.00	0.00	100.00%
04-5064	New Equipment	1,666.67	0.00	20,000.00	140.37	99.30%
40-04-5068	Training	100.00	0.00	1,200.00	634.14	47.16%
40-04-5073	Sewer Bond Exp. 1984	1,273.33	15,310.00	15,280.00	15,310.00	(0.20%)
40-04-5074	Sewer Bond Exp. 1993,1994	1,417.50	0.00	17,010.00	0.00	100.00%
40-04-5075	Sewer Bond Exp. 1999	781.50	0.00	9,378.00	0.00	100.00%
40-04-5096	SRF Loan Pymt WW250202	721.33	0.00	8,656.00	4,327.80	50.00%
40-04-5099	WWTP Capital Reserves	0.00	0.00	0.00	0.00	0.00%
40-04-5100	SRF Loan Pymt WW250204	414.17	0.00	4,970.00	4,546.54	8.52%
40-04-5104	SRF Loan Pymt WW250230	623.17	0.00	7,478.00	6,392.20	14.52%
Total Sewer Expenditures		**38,940.59**	**63,299.29**	**467,287.00**	**392,021.01**	**16.11%**
CDBG Expenditures						
40-06-5030	Grant Expenditures/Legal Fees	0.00	0.00	0.00	0.00	0.00%
40-06-5036	Engineering Consulting & Legal Fees	0.00	0.00	0.00	0.00	0.00%
40-06-5042	Postage	0.00	0.00	0.00	0.00	0.00%
40-06-5049	Miscellaneous Expense	0.00	0.00	0.00	0.00	0.00%
40-06-5080	CDBG Admin.	0.00	0.00	0.00	16,000.00	0.00%
40-06-5082	CDBG Construction	0.00	0.00	0.00	36,474.00	0.00%
Total CDBG Expenditures		**0.00**	**0.00**	**0.00**	**52,474.00**	**0.00%**

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Grants Expenditures						
40-80-5078	Hardee EDA Grant Expense	0.00	0.00	0.00	0.00	0.00%
40-80-5080	CDBG Admin	0.00	0.00	0.00	0.00	0.00%
40-80-5081	CDBG Engineering	0.00	0.00	0.00	0.00	0.00%
40-80-5085	CDBG WWTP	11,799.17	0.00	141,590.00	28,769.11	79.68%
40-80-5095	FDEP WWTP Effluent Disposal	78,604.17	115,063.82	943,250.00	115,063.82	87.80%
40-80-5097	Water Plant Modification	78,487.00	28,100.15	941,844.00	810,234.13	13.97%
40-80-5103	FDEP WWTP Improvements	92,848.42	0.00	1,114,181.00	105,900.34	90.50%
40-80-5105	CDBG Water Line	6,720.25	0.00	80,643.00	3,078.00	96.18%
Total Grants Expenditures		**268,459.01**	**143,163.97**	**3,221,508.00**	**1,063,045.40**	**67.00%**
Total Enterprise Fund Expenditures		**382,953.49 $**	**280,427.91 $**	**4,595,441.32 $**	**2,178,258.78 $**	**52.60%**
Enterprise Fund Excess of Revenues Over Expenditures $		**(0.06)**	**(21,312.24) $**	**(0.32) $**	**168,873.68 $**	**52773125.00%**

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues						
Revenues						
50-00-3011	Hardee County TIF Contribution	2,393.17 $	0.00 $	28,718.00 $	26,640.94 $	7.23%
50-00-3012	City TIF Contribution	1,942.33	0.00	23,308.00	21,477.00	7.86%
50-00-3610	Interest Income	0.00	2.47	0.00	33.67	0.00%
50-00-3615	Miscellaneous Income	0.00	0.00	0.00	0.00	0.00%
50-00-3652	EDA Grant Revenue	0.00	0.00	0.00	0.00	0.00%
Total Revenues		**4,335.50**	**2.47**	**52,026.00**	**48,151.61**	**7.45%**
Total CRA Account Revenues		**4,335.50 $**	**2.47 $**	**52,026.00 $**	**48,151.61 $**	**7.45%**
Expenditures						
Obligations Expenditures						
50-22-5300	Debt Service	0.00 $	0.00 $	0.00 $	0.00 $	0.00%
Total Obligations Expenditures		**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Contractual Services Expenditures						
50-33-5301	Marketing	0.00	0.00	0.00	0.00	0.00%
50-33-5302	Housing	4,166.67	0.00	50,000.00	0.00	100.00%
50-33-5304	Economic Development	0.00	0.00	0.00	0.00	0.00%
Total Contractual Services Expenditures		**4,166.67**	**0.00**	**50,000.00**	**0.00**	**100.00%**
Programs Expenditures						
50-44-5305	Main Street Plaza	1,333.33	0.00	16,000.00	0.00	100.00%
50-44-5306	Property Acquisition	0.00	0.00	0.00	0.00	0.00%
50-44-5307	Rehab Commercial	2,500.00	0.00	30,000.00	0.00	100.00%
50-44-5308	Rehab Residential	0.00	0.00	0.00	0.00	0.00%
Total Programs Expenditures		**3,833.33**	**0.00**	**46,000.00**	**0.00**	**100.00%**
Operations Expenditures						
50-55-5023	Employee Insurance	0.00	0.00	0.00	0.00	0.00%
50-55-5026	Travel	0.00	0.00	0.00	0.00	0.00%
50-55-5030	Legal Fees	166.67	0.00	2,000.00	0.00	100.00%
50-55-5032	Accounting Fees	83.33	0.00	1,000.00	0.00	100.00%
50-55-5041	Telephone	0.00	0.00	0.00	0.00	0.00%
50-55-5042	Postage	0.00	0.00	0.00	0.00	0.00%
50-55-5043	Utilities	0.00	0.00	0.00	0.00	0.00%
50-55-5048	Advertising	83.33	0.00	1,000.00	70.81	92.92%
50-55-5049	Miscellaneous Expense	91.75	0.00	1,101.00	178.94	83.75%
50-55-5051	Office Supplies	0.00	0.00	0.00	0.00	0.00%
50-55-5054	Dues and Subscriptions	0.00	0.00	0.00	175.00	0.00%
50-55-5068	Training	41.67	0.00	500.00	0.00	100.00%
Total Operations Expenditures		**466.75**	**0.00**	**5,601.00**	**424.75**	**92.42%**
Total CRA Account Expenditures		**8,466.75 $**	**0.00 $**	**101,601.00 $**	**424.75 $**	**99.58%**

Revised Budget
For CRA Account (50)
For the Fiscal Period 2020-11 Ending August 31, 2020

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
CRA Account Excess of Revenues Over Expenditures	$	(4,131.25)	2.47	$ (49,575.00)	$ 47,726.86	$ 196.27%

For the Fiscal Period 2020-11 Ending August 31, 2020

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Revenues	507,247.52 $	344,210.56 $	6,086,970.00 $	3,694,860.51 $	39.30%
Total Expenditures	511,378.84 $	360,454.48 $	6,136,545.32 $	3,213,727.33 $	47.63%
Total Excess of Revenues Over Expenditures	(4,131.32) $	(16,243.92) $	(49,575.32) $	481,133.18 $	1070.51%