

# City of Bowling Green

## Minutes of Meeting

February 09, 2021

Present: Commissioner Jones, Vice-Mayor Fite, Commissioner Durastanti, Mayor Gardner, Commissioner Lunn, 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 Gardner.
2. **Prayer** – Commissioner Durastanti  
**Flag Salute** – Commissioner Fite
3. **Old Business**

### A. Approval of Minutes

1) **Regular Meeting -- January 12, 2021 & Workshop Meeting – January 26, 2021.**

Vice-Mayor Fite made a motion to approve. Motion was seconded by Commissioner Durastanti. Roll call vote, all in favor, motion carried.

### B. Ordinance No. 2021-01 – First Reading

AN ORDINANCE OF THE CITY OF BOWLING GREEN, FLORIDA, AMENDING THE CITY OF BOWLING GREEN COMPREHENSIVE PLAN FUTURE LAND USE MAP, SPECIFICALLY AMENDING APPROXIMATELY 2.57 ACRES LOCATED AT 4805 CHURCH AVENUE (PARCEL NUMBERS 04-33-25-0010-00004-0001 AND 04-33-25-0010-00004-001C), FROM THE FUTURE LAND USE OF LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL; TRANSMITTING SAID AMENDMENT TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR NOTIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Buhr read Ordinance 2021-01. Jennifer Codo-Salisbury of the Central Florida Regional Planning Council gave a presentation on the two ordinances, 2021-01 & 2021-02, both located on Church Avenue. She stated that the zoning was approved back in 2017 to allow for 9 duplexes on this property. She stated that there are currently 5 duplexes on the property and the property owner would like to finish the development with the remaining 4 duplexes. As she was looking at the land use and zoning, it appears that a future land use of medium density residential should've been assigned back in 2017 with a zoning of R-3 to recognize the goals approving the 9 duplexes. She stated that she pulled the minutes from 2017 and listened to the audio and it is clear that the intent was to approve the 9 duplexes. The only problem is that the land use and zoning need to line up. This would be correcting a mapping error from 2017 to bring the property into consistency with the City's Future Land Use and Zoning. The property owner's plans have not changed and they would like to finish out the project. She stated that as the City's planners, they would like to make sure the City's land use and zoning match that development potential. Vice-Mayor Fite stated that the City Commission approved it with a site plan that was presented as being accurate to them and changed the zoning from R-1 to R-2 to allow for the duplexes. He stated that he has a problem with the R-3 zoning because of the doors it may open, but didn't have a problem with what was originally approved. Jennifer Codo-Salisbury

clarified that the R-2 zoning would only allow for 6 units/acre and the R-3 zoning would allow for 8 units/acre. She stated that they would need the 8 units/acre to get the 9 duplexes they were approved for. Each duplex is 2 units. She also stated that they could go with a Planned Unit Development which would bind them to their site plan and then they wouldn't have to worry about any other doors opening with the R-3 zoning. Commissioner Jones agreed with Vice-Mayor Fite and stated that going with an R-3 zoning opens the door to the probability of losing control of the land itself because it opens the door for H2A. Jennifer Codo-Salisbury responded that the City Commission can not control ownership with zoning. Vice-Mayor Fite stated that they got a lot of grief from approving this back in 2017 being that there is a high demand for single family homes. He repeated that he does not have a problem with the 9 duplexes, he has a problem with rezoning to R-3. He brought up the Planned Unit Development (PUD) that Jennifer mentioned earlier to allow for the 9 duplexes. Jennifer responded that they could come in as a Planned Unit Development with a concept plan which shows the layout. She mentioned that it is important that the Future Land Use is medium density. Commissioner Durastanti asked if they could do everything they need to do with an R-2 zoning. Jennifer responded that they would exceed the density allowed with the current zoning. She stated that they could go to either an R-3 or PUD zoning. The PUD has a binding site plan and can not exceed the 9 duplexes. Vice-Mayor Fite stated that he would be more satisfied with the PUD zoning. Attorney Buhr told Jennifer that she can mark through the presented ordinance until we have an accurate copy and have everyone accept the marked copy. Attorney Buhr asked that it be postponed until later in the meeting and move on to reword the ordinance to PUD instead of R-3 and read and approve on that basis if they choose to do so.

*\*Revisited after Agenda Item 4(a):* Attorney Buhr read amended Ordinance No. 2021-02. Vice-Mayor Fite made a motion to approve. Commissioner Durastanti seconded the motion. Gary Albritton Jr. of 4821 Central Avenue stood up to speak against this ordinance. He stated that there was discussion two years ago and the developer was only doing 5. He mentioned the traffic and the noise. He stated that he opposes to this ordinance. He mentioned placing a playground in the empty area instead. He stated that they do not need any more duplexes there. Mayor Gardner asked Jennifer for clarification. Jennifer stated that she listened to the recording of that meeting and read the minutes and it was approved for 9 duplexes back then. Mayor Gardner then asked if the ownership had changed since then. Yes, the ownership has changed. Jennifer stated that the minutes will be included with the next package and the audio can also be e-mailed. Vice-Mayor Fite then clarified that part of the reason it is being brought up tonight is because it was handled 100% correctly at that time. Jennifer responded that it should've gone to a higher land use at that time since it was definitely the intent to approve nine but for some reason the math came out short. Vice-Mayor Fite then agreed that it was approved for the 9 duplexes, starting off with the 5 duplexes and getting them occupied before building the other four. He mentioned that the original property owner sold them because of his health. Commissioner Jones asked if the individual that stood before the Commissioners at that time representing the individual was still around. Jennifer responded that from their perspective, their planner has retired. She stated that she can not answer for the original applicant. Mayor Gardner stated that he wanted to see the minutes or any evidence before approving this. Attorney Buhr then advised him to either postpone until the next meeting or whatever meeting they which to address it in. Vice-Mayor Fite made a motion to postpone to the next meeting. Commissioner Lunn seconded the motion. Jim Kelly stated that the owner

at that time, Howard Bolin, sold the property and he was there with the developer, Don Chancey, who he believes still lives in Hardee County. Roll call vote, all in favor, motion carried.

**C. Ordinance No. 2021-02 – First Reading**

AN ORDINANCE OF THE CITY OF BOWLING GREEN, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BOWLING GREEN FOR APPROXIMATELY 2.57 ACRES FROM R-2 (SINGLE AND TWO FAMILY RESIDENTIAL) TO R-3 (MULTIPLE FAMILY RESIDENTIAL) LOCATED AT 4805 CHURCH AVENUE (PARCEL NUMBERS 04-33-25-0010-00004-0001 AND 04-33-25-0010-00004-001C); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Buhr read this ordinance and then stated that this ordinance needs to be modified too. He stated that it will be held off until the changes are made.

**4. New Business**

**A. Resolution No. 2021-01**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOWLING GREEN, FLORIDA, GRANTING A VARIANCE TO REDUCE THE LOT WIDTH REQUIREMENT FOR R-2 ZONING FROM 60 FEET TO 50 FEET, ON PROPERTY LOCATED AT 4905 MARTIN LUTHER KING DRIVE, BOWLING GREEN, FLORIDA (PARCEL ID: 05-33-25-0090-0000I-0008).

Attorney Buhr read Resolution 2021-01. Attorney Buhr stated that this was as formal hearing unless it is waived. Attorney Buhr asked everyone who may give evidence in this matter to raise their right hand and he swore them in. Jennifer Codo-Salisbury of the CFRPC stated that they serve as an extension of City staff when reviewing planning related applications. She stated that this was a variance request for a property that is 50 ft. wide located at 4905 Martin Luther King Drive. The home on the property is to be removed and there will be a new home built on the property. According to the City's Land Development Code, any parcels that are 50 ft. wide or less have to request a variance from the City. It is an R-2 zoning and is consistent with the City's Land Development Code. Vice-Mayor Fite mentioned that this was just like the variance that was approved last month or the month before. He made a motion to approve the variance. Motion was seconded by Commissioner Lunn. Thelma Rivers, owner of the property, was sworn in by Attorney Buhr. She stated that she is requesting the variance because she has been out of her home since Hurricane Irma and Community Development is going to help her build a house there. It will be a two bedroom, one bath house. Roll call vote, all in favor, motion carried.

**B. Discussion on Peace Ranch Project**

City Manager Lawrence reminded the Commission that they wanted him to reach out to Pennoni to do an evaluation to see if this could be done or not. He provided the e-mails between Attorney Buhr and Roger Homann of Pennoni, where the engineers state that the City can do this and they addressed some concerns, as well as the concerns of the Commission and the attorney. He mentioned impact fees being an issue. He stated that Mr. Homann recommended he reach out to Florida Rural Water to get pricing on impact fees. City Manager Lawrence stated that the developer needed to know costs so that it can be included with his EDA application. He mentioned that according to the engineers, the City's wastewater plant can handle the impact. Vice-Mayor Fite asked John, the developer, when he would want to start the project. He responded that he would like to have started

it yesterday. Attorney Buhr stated that the City needs a utility agreement to move forward. John responded that he was fine with City ownership of the force main. What he is proposing now is a 4-inch forced main. He said that his main question is the impact fees. City Manager Lawrence mentioned Dundee's fees. Attorney Buhr stated that it could depend on the number of units. City Manager Lawrence stated that he would be hearing back from Florida Rural Water in a few days. Vice-Mayor Fite asked if and when they do, if this can be put into a simple resolution to put the impact fees back in since they were suspended back then. Attorney Buhr then stated that the City already has rates but that they were suspended back then and they may be old rates. City Manager Lawrence then stated that there should be some sort of utility agreement if the City Commission decides to move forward with this. Vice-Mayor Fite made a motion to allow Attorney Buhr to draft a utility agreement pending the impact fees. Mayor Gardner seconded the motion. Ms. Vance asked about the project. Mayor Gardner responded that the young man is proposing to build an RV park out by the river. Roll call vote, all in favor, motion carried.

**C. Hardee County Economic Development Authority Grant Award Agreement Feasibility Study on Utilities**

City Manager Lawrence mentioned that the feasibility study is going before the EDA on Tuesday. He stated that the Town of Zolfo Springs, the City of Wauchula, the City of Bowling Green, and the County all have to be on the application to apply for the study. Attorney Buhr mentioned that the Town of Zolfo Springs passed it at their last meeting. Vice-Mayor Fite made a motion to proceed with the study. Mayor Gardner seconded the motion. Roll call vote, all in favor, motion carried.

**5. Mayor Gardner**

Mayor Gardner mentioned that the Recreation Committee is having an event this Saturday from 1:00pm-4:00pm. There will be vendors. He asked everyone to come out and support the community. He stated that Feeding Tampa Bay will be on the 27<sup>th</sup> and they need volunteers. It starts at 9:30am.

**6. Recreation Committee**

Chiquita Robinson, Chair of the Recreation Committee, mentioned that they have an event this weekend from 1:00pm-4:00pm. She also stated that they are raffling off 4 Valentine's baskets. She mentioned that they fed 293 families last month with Feeding Tampa Bay. Ms. Robinson stated that they will be having a Main Street Market event the second Saturday of each month.

**7. Commissioners**

Commissioner Durastanti asked Jim Kelly if he made it to the Super Bowl game. Mr. Kelly responded that he did not. Vice-Mayor Fite stated that it was good to see the power pole that was knocked down during Hurricane Irma now up.

**8. City Attorney**

Attorney Buhr stated that he brought chocolates for the City Commission and staff since he did not have a Christmas party again this year.

**9. City Manager**

City Manager Lawrence stated that he had a preconstruction meeting this week on the effluent line going to Wauchula. He has been working with Roger Homann of Pennoni on this project that started back in 2016 which is now going in to the construction phase. Vice-

Mayor Fite asked who ended up being the contractor. City Manager Lawrence responded that it was PWC Joint Venture. He then mentioned that we are putting in new playground equipment at the Pyatt Park and are currently working with Top Line, who put in the playground equipment at the Centanino Park. They said they will also do the pavilion at the Main Street Park for us since they have their own engineers and give us a quote.

**10. Police Chief**

Nothing to discuss.

**11. City Clerk**

Nothing to discuss.

**12. Public**

Gary Albritton Jr. of 4821 Central Avenue stated that he would like the Commission to help the children with the school crossing on Highway 17. He stated that it is over 30 years old and it only has one flashing light. He would like for the Commission to find out from the State or whoever to see if they can get an alternating light one. He also suggested that the City reach out to Mosaic to help pay for the pavilion at the Main Street Park. Vice-Mayor Fite stated that FDOT has actually looked at removing the school crossing on Highway 17. Chief Scheel stated that there are only about 6 children that cross in that area. He stated that the issue was getting crossing guards for those positions. Jean Kelly of 4640 Bryan Avenue mentioned that there is a need for housing in Bowling Green. She stated that months ago Habitat had come before the Commission about getting some infrastructure put in at the property behind the Wauchula State Bank to place moderate size homes. She stated that the Commission agreed that the City would petition EDA/IDA for the infrastructure for that "Grove" subdivision that was to be put in. She stated that she was just wondering if there was an update on that. City Manager Lawrence responded that he did not know anything about EDA putting in a roadway over there. Jean Kelly mentioned that it was approved when Jerry, the previous City Manager, was here. She asked if anything has happened since then. Vice-Mayor Fite stated that there was a great need for single family affordable housing. Jean Kelly then stated that Habitat for Humanity could not petition for the funds but that the City could. Vice-Mayor Fite mentioned that there was an agreement with the previous City Manager and that there was a timeline or the property would go back to the Housing Authority. City Manager Lawrence mentioned that he had discussions with Bill Lambert but on a different type of project over there, but still affordable housing. He said that it is now pretty much left in their corner. They are supposed to bring something before the City Commission when they are ready. Vice-Mayor Fite stated that there had been talk about Habitat being a part of that but they have not gotten together to present their plans. Jim Kelly asked if the campground (glampground) could possibly expand the canoe lodge to a boat lodge instead. John will speak to Mr. Kelly after the meeting to see what they can do.

**Mayor Gardner adjourned the meeting.**

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Duane Gardner, Mayor

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Maria Carmen Silva, City Clerk

February 12, 2021

Proposal No. BOWGR21001P

William Lawrence, City Manager  
City of Bowling Green  
P.O. Box 608  
Bowling Green, Florida 33834

**RE: SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT  
2021 ROADWAY IMPROVEMENTS CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
FPID NO. 442234-1, 442236-1, 442237-1, AND 442346-1**

Dear Mr. Lawrence:

In accordance with your request, we are pleased to submit two (2) sets of this Supplemental Agreement to provide the City with engineering consulting services for the referenced Project. This Agreement describes our scope of work to provide construction engineering and inspection services during construction for the 2021 Roadway Improvements Project.

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

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

Sincerely,  
PENNONI



Roger L. Homann, P.E.  
Project Manager

PROPOSAL NO. BOWGR21001P

SUPPLEMENTAL AGREEMENT TO CONTINUING AGREEMENT

By and Between

CITY OF BOWLING GREEN - And – PENNONI ASSOCIATES INC.

Project

2021 ROADWAY IMPROVEMENTS CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

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- 1.0 **GENERAL:** This is Supplemental Agreement to the Master Agreement between the CITY OF BOWLING GREEN (City, Client, or Owner) and Pennoni Associates, Inc. (Engineer or Pennoni) for professional engineering services. Except as provided for herein, the provisions of the Master Agreement dated September 1, 2010, between the City and Engineer shall apply to this Supplemental Agreement.
- 2.0 **EMPLOYMENT:** City hereby retains the continuing professional engineering services of Engineer in consideration of the mutual covenants contained herein and agrees in respect to the performance of professional engineering services by Engineer and the payment for those services by City as set forth herein.
- 3.0 **PROJECT BACKGROUND AND DESCRIPTION:** The City has funding through the FDOT Small County Outreach Program (SCOP) for the resurfacing of portions of Jones Street (FPID No. 442234-1), Bertha Fulse Street (FPID No. 442236-1), Fair Avenue (FPID No. 442237-1), and Church Avenue (FPID No. 442346-1). City staff has requested Pennoni to provide construction engineering and inspection (CEI) and quality assurance services during construction of the Project.
- 4.0 **PURPOSE:** The purpose of this Supplemental Agreement is to authorize Engineer to provide the services described in Section 5.0 herein for the fee described in Section 6.0 herein.
- 5.0 **SCOPE OF WORK:** Pennoni shall provide professional engineering services for this Project. Pennoni's services will include serving as the City's engineering representative for the Project, providing CEI and quality assurance engineering services, under this Agreement or otherwise, in connection with Pennoni's services. The following sections describe Pennoni's scope of work for this Project.
- 5.1 **Pre-Construction Meeting:** Conduct one pre-construction conference with representatives of the City and the Contractor to provide a clear understanding of the objectives and goals to be achieved in this Project and prepare a written summary of the salient points of this meeting and distribute to the appropriate parties.
- 5.2 **Construction Observation:** Conduct daily site visits during the course of construction for conformance and quality assurance with the general intent of the construction plans, specifications, and FDOT requirements; prepare daily reports; collect design mix tickets from Contractor; and

observe and document maintenance of traffic (MOT) measures implemented by Contractor per approved plans and FDOT standards (the fee for this proposed scope item was determined by assuming four (4) weeks of full-time field inspection during the critical construction activities and daily site visits for the remaining duration of the Project.)

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



**6.0 EXCLUDED SERVICES:** Any service not explicitly described in the Scope of Work and based on the assumptions described herein will be performed as an Additional Service upon request and written approval by the City, including but not limited to the following:

- Re-design or permitting services
- Right-of-way or easement acquisition assistance or preparing legal description documents to support these efforts
- Technical services during construction for any construction contract time extension(s) beyond the Construction Contract time
- Full-time field inspection services exceeding the assumed four (4) week duration
- Expert testimony
- Ownerships and encumbrance reports
- Participation in orders of taking and/or other litigation
- Environmental assessments or testing of any nature
- Boundary and topographic survey
- Wetland delineations, surveys, impact, and mitigation permitting, etc.
- Services involving threatened or endangered species
- Cost estimating
- Paying for outside review or application fees
- Providing services in connection with a public hearing, arbitration proceeding, or legal proceeding except where Pennoni is party thereto

**7.0 ENGINEER'S COMPENSATION:** Pennoni will complete the professional services described above based on: (a) the time we spend and the costs we incur to perform the work; (b) our Schedule of Hourly Rates and Reimbursable Costs which is part of our Master Agreement; and (c) a not-to-exceed fee of \$40,000. Should the requested services cause us to exceed this amount we will request authorization from you for additional compensation.

**8.0 CITY'S RESPONSIBILITIES:** The City shall do the following in a timely manner so as to assist Engineer in its work and not delay the performance of services by Engineer.

- 8.1** Designate a City representative with respect to the services to be rendered under this Supplement who will have complete authority to transmit instructions, receive information, and interpret and define City's policies and decisions with respect to Engineer's services for this Project
- 8.2** Promptly review, comment on, and return Pennoni's submittals
- 8.3** Promptly advise Pennoni when the City becomes aware of any defect or deficiency in Pennoni's services

- 8.4 Furnish Engineer with all information as to the City's requirements, including any special or extraordinary considerations for the Project, and to make available existing pertinent data

**9.0 OTHER MATTERS**

- 9.1 Our current City-approved Schedule of Hourly Rates and Reimbursable Costs, Standard General Conditions, and other provisions described in the City's Master Agreement between City and Engineer shall apply to this Agreement as applicable. References to the Consultant/Engineer regarding Limitation of Liability also pertain to the Project's Engineer of Record.
- 9.2 The obligation to provide services under this Supplement may be terminated by either party upon seven days written notice, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Engineer will be paid for all services rendered.
- 9.3 Neither party to this Supplement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, war, acts of governmental authorities, extraordinary weather conditions, natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.
- 9.4 Because Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional, familiar with the construction industry. Engineer cannot and does not guarantee that proposals, bids, or actual costs will not vary from opinions of probable cost prepared by Pennoni. If at any time the City wishes greater assurance as to the amount of any cost, the City shall employ an independent cost estimator to make such determination.
- 9.5 In an effort to proceed with the design services as quickly as possible and keep the costs to a minimum, Pennoni will rely on information provided by others or historical information available for the property. Inaccuracies or incompleteness in the information provided could cause concerns in the future. Any additional services relating to these possible concerns will be addressed on an hourly basis as required. Research associated with or verification of accuracy of information provided by others is not part of this Project.
- 9.6 This proposal may be void if not executed within 45 days.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the \_\_\_\_\_ of \_\_\_\_\_ 2021. \_\_\_\_\_ (month) \_\_\_\_\_ (day)

**CITY OF BOWLING GREEN**

\_\_\_\_\_  
Attest: M. Carmen Silva, City Clerk

\_\_\_\_\_  
Duane Gardner, Mayor

**Pennoni Associates Inc.**

 2/12/2021

\_\_\_\_\_  
Nelson Shaffer  
Vice President

# 2011 - proposal

## EXHIBIT A UTILITY RATES\*

### EXISTING WATER BASE CHARGE

<u>Residential</u>	<u>Commercial</u>	0-4,000 gal
\$10.91	\$13.03	

### NEW WATER BASE CHARGE

<u>Residential</u>	<u>Commercial</u>
<u>\$11.24</u>	<u>\$13.43</u>

### EXISTING WATER GALLONAGE CHARGE

<u>Residential</u>	<u>Commercial</u>	Over 4,000
\$1.55/1000	1.55/1000	

### NEW WATER GALLONAGE CHARGE

<u>Residential</u>	<u>Commercial</u>
<u>\$1.60/1000</u>	<u>\$1.60/1000</u>

### EXISTING SEWER BASE CHARGE

<u>Residential</u>	<u>Commercial</u>	0-8,000 gal
\$26.52	-----	
-----	\$31.30	0-7,000 gal

### NEW SEWER BASE CHARGE

<u>Residential</u>	<u>Commercial</u>
<u>\$27.32</u>	-----
-----	<u>\$32.24</u>

### EXISTING SEWER GALLONAGE CHARGE

<u>Residential</u>	<u>Commercial</u>	Over 8,000
\$2.58/1000	-----	
-----	\$3.61/1000	Over 7,000

### NEW SEWER GALLONAGE CHARGE

<u>Residential</u>	<u>Commercial</u>
<u>\$2.66/1000</u>	-----
-----	<u>\$3.72/1000</u>

### ~~X~~ EXISTING IMPACT FEES

Inside city limits      ~~X~~ outside city limits

~~X~~ Water \$1650/ERU \$5.5/gallon; \$2025/ERU \$6.75/gallon  
Sewer \$1736/ERU \$7.72/gallon; \$2170/ERU \$9.64/gallon

### NEW IMPACT FEES

inside city limits      outside city limits

\$1699.50/ERU \$5.67/gal; \$2085.75/ERU \$6.95/gal  
\$1788.08/ERU \$7.95/gal; \$2235.10/ERU \$9.93/gal ~~X~~

### EXISTING DEPOSIT CHARGES

All new accounts: \$170  
Service charge: \$ 30  
(Total: \$200)

### NEW DEPOSIT CHARGES

\$175.10  
\$ 30.90 ~~X~~  
(\$206.00)

### EXISTING LATE FEES

\$10

### NEW LATE FEES

\$10.30 ~~X~~

# FLORIDA RURAL WATER ASSOCIATION

2970 Wellington Circle • Tallahassee, FL 32309-7813  
(850) 668-2746

## BOARD of DIRECTORS

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EMAIL  
[frwa@frwa.net](mailto:frwa@frwa.net)

WEBSITE  
[www.frwa.net](http://www.frwa.net)

February 12, 2021

Mr. William Lawrence, City Manager  
City of Bowling Green  
PO Box 608  
Bowling Green, FL 33834-0608  
Phone: (863) 375-2255  
Email: [wlawrence@bowlinggreenfl.org](mailto:wlawrence@bowlinggreenfl.org)

RE: **Offer to Perform a Water and Wastewater Impact Fee Study**  
**City of Bowling Green, Hardee Co., PWS: 6252022, Fac. ID: FLA119911**

Dear Mr. Lawrence,

Florida Rural Water Association is pleased to offer the City of Bowling Green a Water and Wastewater Impact Fee Study as a membership benefit. The Impact Fees will include a review of water expenses, revenues, asset values, as well as future expenditures and will provide recommendations regarding Impact Fees.

The value of the Impact Fees we are offering is generally accepted to be between \$35,000 and \$50,000 if the City of Bowling Green were to use a consultant. Since we provide this service as a membership benefit, we ask you provide a **\$3,000** contribution to FRWA in aid of engineering assistance and ask you to collect, organize and summarize your utility's data, see attached list. Please provide 50% upfront and 50% as the project proceeds. *If you had not been a FRWA member we would have asked for a \$5,500 contribution.*

Once the data has been collected it will be my pleasure to sit down with you, review each item, and assist you as necessary in summarizing / compiling the necessary information. Please provide ALL information listed below and respond to each item – should there be data that is not readily available, please make a note so that we may discuss the subject, and possibly provide an informed estimate the answer. The Impact Fees will be only as accurate as the information provided.

When the Impact Fees progresses, we would recommend a Board Workshop be scheduled to discuss the Impact Fees and Fiduciary Responsibilities and Issues – please allow at least 60-minutes for this activity (90-minutes if this is a difficult issue). Our portion is normally about 30-minutes with the remainder for questions and answers.

Should you also require a Rate Study, David Hanna FRWA Fin/Mgmt Circuit Rider, can assist you as free membership benefit.

**FRWA will defend against Rate and Fee Study Challenges.** We also will provide technical support (at cost) during any court challenge defense including being expert witnesses. FRWA personnel have extensive experience in conducting rate studies and financial planning for hundreds of water and wastewater utilities across the state.

As a result of this experience, we are very familiar with local, regional and statewide issues and challenges that utilities face and we are able to provide our members with a variety of solutions for fiscal planning and pricing needs. Our experience allows us to see utility issues from different perspectives and to ensure value-added solutions.

1. FRWA rate and fee studies have never had a legal challenge!
2. FRWA rate and fee studies are performed using a sound rational and methodical procedures based on actual financial cost records provided by the utility.
3. FRWA rate and fee studies are performed using tested utility industry standards -- American Water Works Association Manuals of Practice M1 - Water Rates, M26 - Water Rates & Related Charges, M34 - Alternative Rates, M35 - Revenue Requirements, Water Rates, Fees and the Legal Environment, US EPA Guidance Manuals, etc.
4. FRWA rate and fee studies are performed using a strong legal footing under Florida Statutes and case law.

**FRWA Priorities.** We work on projects based on the following priorities: (1) First come, first served; (2) Readiness to proceed and completeness of data -- send all items listed above; (3) Need. Systems with regulatory compliance issues have priority. Economically challenged systems have priority - if you can hire a consulting firm, you are encouraged to do so. Community water systems, schools, churches, daycares, public facilities, etc. have priority over businesses; (4) Cooperation and appreciation for services; and (5) you must be a FRWA Member.

**Information Needed From You.** Before we will begin to work on your project we need the following information. Missing information is likely to delay your project so if you have ANY questions or concerns please call us soonest! If you need help please ask your FRWA Circuit Riders.

1. **Sign the Attached Agreement.** Please sign the FRWA Specific Assistance Agreement below and return it to FRWA.
  - Once we have the signed agreement we will send an invoice with a link to pay the 50% contribution on-line (or you can mail a check for that amount).
    - The remainder to be invoiced as work progresses.
  - When work is complete, FRWA will send a DRAFT of the Final Report along with a final invoice. Once final payment is received, FRWA will release the signed and sealed Final Report to you.
2. **Current Water and Wastewater Connection Fees.** Please send your current fee schedule including connection, turn-offs, turn-ons (water meter setting and new sewer laterals), late fees, etc.
3. **Current Water and Wastewater Impact Fees.** Please send your current Water and Wastewater Impact Fee schedule.

#### 4. Recent Financial Reports.

- Please provide audited Financial Reports for FY 2018 & 2019 for your water and wastewater system (Comprehensive Annual Financial Reports CAFR).
- Please provide the FY 2020 Profit and Loss Statement (Balance Sheet) for your water and wastewater system.
- Please provide the FY 2021 Budget for your water and wastewater system.

#### 5. Summary of Customers and Flows.

- Please provide the number of water and wastewater connections / customers (total number of all metered connections).
- Please Break Customers into Categories – such as,
  - Single Family Residential, Multi-Family Residential, Small Commercial, Large Commercial, Institutional, and Industrial (if you have less or more categories that is fine)
- Please provide the average Volume used by each customer in 2020 in each category.
- We will need the Volume used by each customer each billing period or by user-classes each billing period.
- Please ask for assistance if needed and a spreadsheet can be furnished.

#### 6. Water Distribution System Maps. Please provide a complete Water System Maps. Please provide your best plans. Please search for original engineering plans (24" x 36"). If you find them we'd like a copy and there are four (4) options available:

- If you have digital copies of the plans please email them to us. The AutoCAD format is a dwg format. Adobe (pdf) files are also acceptable.
- If the plans are large format you can mail them to FRWA. We'll make copies, scan them, and send them right back to you.
- If you wish to make copies of the large format plans and scan them yourself at a local blueprint service in your area.
- If can't find them, please provide a sketch of the Water Treatment Plant site and show: the location of the wells, north arrow, scale or dimensions of the building, tank diameters, pumps, piping, valves, meters, and so forth. You can sketch your plant by hand -- it doesn't have to look pretty, just representative of what's actually there on-site and readable. Your FRWA Water Circuit Rider can help you with this sketch.
- If can't find them, please provide a sketch of your **Water Mains**. Use an aerial photo or street map and markup locations of water lines with highlighters.
  - For example we use a **BLUE** highlighter for large water lines 8-inch plus; **GREEN** for 6-inch; **ORANGE** for 4 and 3-inch; **YELLOW** for 2-inch and smaller; and **PINK** for WTP and Tanks, see Attachment A.
  - It doesn't have to look pretty, just representative of where you mains are located and readable. Your FRWA Water Circuit Rider can help you with this sketch.

**7. Wastewater Collection System Maps.** Please provide a complete Sewer System Maps. Please provide your best plans. Please search for original engineering plans (24" x 36"). If you find them we'd like a copy and there are four (4) options available as with the water maps.

- If can't find them, please provide a sketch of your **Wastewater Collection System Lines**. Use an aerial photo or street map and markup locations of sewer lines with highlighters.
  - For example we use a **GREEN** highlighter Gravity Sewer Lines; **BLUE** highlighter for Manholes; **ORANGE** for Force Mains; and **PINK** for Lift Stations and WWTPs.
  - It doesn't have to look pretty, just representative of where you mains are located and readable. Your FRWA Water Circuit Rider can help you with this sketch.

**8. Proposed WTP & WWTP Expansions.** Please describe or provide any Proposed WTP Expansions and date of expansions, if any.

**9. Please take Photographs inside, outside, and, around both WTP & WWTP.**

- 24+ Photographs for each plant.
  - PWS: 3350836-03 - Eastridge WTP, 977 Scenic Circle, Bowling Green, FL 34755
  - PWS: 3350836-04 - Oak Valley Road & Highway 27, Bowling Green, FL 34755
  - Fac. ID: Grassy Lake Road WWTP, East of Highway 27, Bowling Green, FL 34755
- We need panoramas and close-ups of the facilities, tanks, pumps, and piping, enough to see what's going on.
  - The overall shots (panoramas) to give a sense of what is around on the property.
- The more photos we get the better - take pictures of EVERYTHING.
- This doesn't take a lot of time to take these photos. We don't often have time to visit every site (so we can help more folks) so the photographs represent a visual site tour,
- We recommend using [wetransfer.com](http://wetransfer.com), [docs.google.com](http://docs.google.com), or [dropbox.com](http://dropbox.com) to transfer photos.

**Information FRWA will collect** about your WTP & WWTP from the FDEP database:

1. **Monthly Operating Reports (MORs)** for the last 5-years. We will use the FDEP database to download a several years of MORs showing Average Daily Demand (ADD) and Maximum-Day Demands (MDD) -- quantities of finished water produced.
2. Most recent **Sanitary Survey**. We will use the FDEP database to download this inspection report.
3. **Discharge Monitoring Reports (DMRs)** for the last 10-years.
4. **WWTP Permit Renewal Application Package**. We will obtain a copy of most recent permit renewal package – including the:
  - Capacity Analysis Report, and
  - Operation & Maintenance Performance Report.



**Options For Your Project:** As we described, you have several options to obtain the required Specific Assistance you need for your system:

1. You can always hire a consulting firm to do the work for you!
  - If you need immediate assistance and cannot wait for FRWA Engineers to get to your project.
2. You can ask FRWA to assist you as a membership benefit:
  - Please make a \$3,000 contribution to support FRWA's Engineering Program
    - Please provide 50% up front is kindly requested
    - The remainder will be invoiced as work progresses
  - You must **commit to doing some of the footwork yourself**
  - You must be a **FRWA Member** and commit to long-term membership
  - We ask that you **be patient** – we have lots of work and few engineers
  - ~~You agree to hold FRWA harmless for our assistance efforts~~ *(does not apply to cities, counties, and governmental entities)*

Please sign the FRWA Specific Assistance Agreement attached and return it to us for our files.

Sincerely,

**Sterling L. Carroll, P.E.** Digitally signed by  
Sterling L. Carroll, P.E.  
Date: 2021.02.12  
17:30:28 -05'00'

Sterling L. Carroll, P.E.  
FRWA State Engineer

Copy: David Vice, David Hanna, Peyton Piotrowski, Donnie Morrison, FRWA

---

*Please review sign and return the acknowledgment below:*

### **FRWA Specific Assistance Agreement / Acknowledgment**

The **City of Bowling Green** (hereafter referred to as "FRWA Member") requests FRWA's assistance and by doing so willingly and freely enters into this agreement for FRWA membership assistance with **Water and Wastewater Impact Fee Study**.

~~This agreement is made upon the express condition that the FRWA Member agrees to hold the Florida Rural Water Association, its agents, employees, and consultants harmless for any loss, damage, expense, cost, or legal liability.~~ **The FRWA Member understands it can hire a consulting firm to do the work at any time in lieu of making a \$3,000 contribution to support FRWA's Engineering Program.**

**Please send 50% upfront and the remainder to be invoiced *as work progresses*. Once we have the signed agreement we will send an invoice with a link to pay the 50% contribution on-line (or you can mail a check for that amount).**

The FRWA Member is responsible for paying all permit application fees directly to the Agency. The FRWA Member is responsible for constructing and installing the permitted improvements.

The FRWA Member acknowledges that FRWA is profit membership association dedicated to assisting water and wastewater systems provide Floridians with an ample affordable supply of high quality water.

Further the FRWA Member agrees to commit to gather the data, maps, and information about its own system; and recognizes the backlog of work and is willing to be patient until FRWA can get to its project; and appreciates this membership service.

The FRWA Member has the option to hire an engineering consultant at any time, if the project cannot wait for FRWA Engineers' availability – FRWA would be happy to provide a refund.

FRWA Member: City of Bowling Green

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***Please RSVP by March 12, 2021!*** *Because FRWA engineering services are in high demand we ask for your response to this offer within 30-days.*

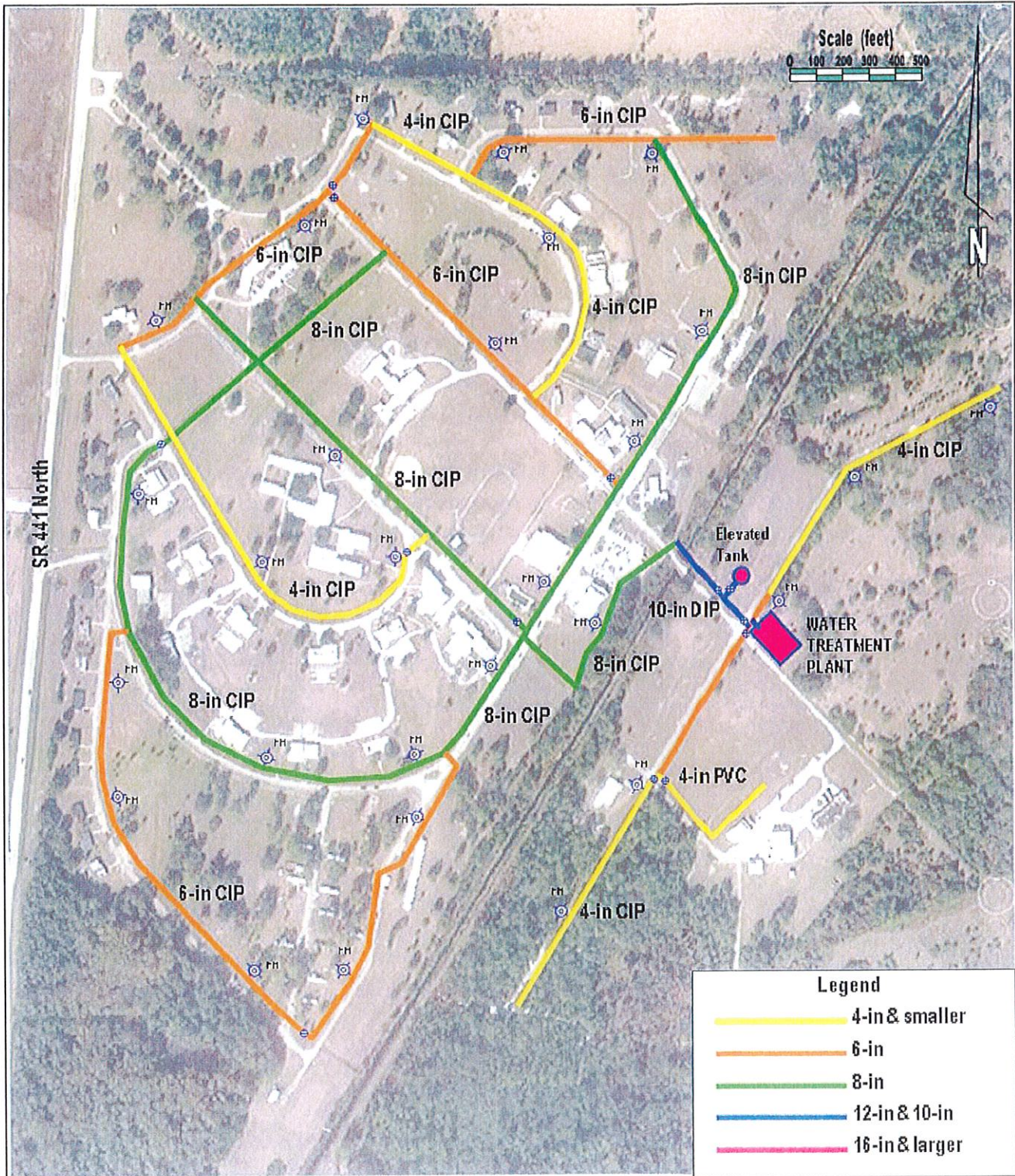
*If you need more time for your decision-making process just let us know.*

*We understand if you choose to proceed in another way and support you in that decision. We're always here to assist water and wastewater systems. Please drop a quick line to let us know or sign the agreement and return it to us. If we have not heard from you within 30-days we will assume that this offer has expired and remove your system off our list of utilities desiring FRWA engineering services.*

## Attachment A ~ Sample Water Distribution System Sketch

Use an aerial photo or street map and markup locations of water lines with highlighters.

For example we use **BLUE** highlighter for large water lines 8-inch plus; **GREEN** for 6-inch; **ORANGE** for 4 and 3-inch; **YELLOW** for 2-inch and smaller; and **PINK** for plants and tanks.



## WLawrence

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**m:** Sterling Carroll <Sterling.Carroll@frwa.net>  
**ent:** Friday, February 12, 2021 5:34 PM  
**To:** WLawrence  
**Cc:** David Vice; David Hanna; Peyton Piotrowski; Donnie Morrison  
**Subject:** BowlingGreen\_Water&Wastewater\_ImpactFees\_OfferLtr\_122Feb2021.pdf  
**Attachments:** BowlingGreen\_Water&Wastewater\_ImpactFees\_OfferLtr\_122Feb2021.pdf

Mr. William Lawrence, City Manager  
City of Bowling Green

**RE: Offer to Perform a Water and Wastewater Impact Fee Study  
City of Bowling Green, Hardee Co., PWS: 6252022, Fac. ID: FLA119911**

Florida Rural Water Association is pleased to offer the City of Bowling Green a Water and Wastewater Impact Fee Study as a membership benefit. The Impact Fees will include a review of water expenses, revenues, asset values, as well as future expenditures and will provide recommendations regarding Impact Fees.

The value of the Impact Fees we are offering is generally accepted to be between \$35,000 and \$50,000 if the City of Bowling Green were to use a consultant. Since we provide this service as a membership benefit, we ask you provide a **\$3,000** contribution to FRWA in aid of engineering assistance and ask you to collect, organize and summarize your utility's data, see attached list. Please provide 50% upfront and 50% as the project proceeds. *If you had not been a FRWA member we would have asked for a \$5,500 contribution.*

Once the data has been collected it will be my pleasure to sit down with you, review each item, and assist you as necessary in summarizing / compiling the necessary information. Please provide ALL information listed below and respond to each item – should there be data that is not readily available, please make a note so that we may discuss the subject, and possibly provide an informed estimate the answer. The Impact Fees will be only as accurate as the information provided.

**When the Impact Fees progresses, we would recommend a Board Workshop be scheduled to discuss the Impact Fees and Fiduciary Responsibilities and Issues – please allow at least 60-minutes for this activity (90-minutes if this is a difficult issue). Our portion is normally about 30-minutes with the remainder for questions and answers.**

Should you also require a Rate Study, David Hanna FRWA Fin/Mgmt Circuit Rider, can assist you as free membership benefit.

**FRWA will defend against Rate and Fee Study Challenges.** We also will provide **technical support (at cost)** during any court challenge defense including being expert witnesses. FRWA personnel have extensive experience in conducting rate studies and financial planning for hundreds of water and wastewater utilities across the state.

As a result of this experience, we are very familiar with local, regional and statewide issues and challenges that utilities face and we are able to provide our members with a variety of solutions for fiscal planning and pricing needs. Our experience allows us to see utility issues from different perspectives and to ensure value-added solutions.

1. FRWA rate and fee studies have **never had a legal challenge!**
2. FRWA rate and fee studies are performed using a **sound rational and methodical procedures** based on actual financial cost records provided by the utility.

- If you have digital copies of the plans please email them to us. The AutoCAD format is a dwg format. Adobe (pdf) files are also acceptable.
  - If the plans are large format you can mail them to FRWA. We'll make copies, scan them, and send them right back to you.
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  - If can't find them, please provide a sketch of the Water Treatment Plant site and show: the location of the wells, north arrow, scale or dimensions of the building, tank diameters, pumps, piping, valves, meters, and so forth. You can sketch your plant by hand -- it doesn't have to look pretty, just representative of what's actually there on-site and readable. Your FRWA Water Circuit Rider can help you with this sketch.
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- 9. Please take Photographs inside, outside, and, around both WTP & WWTP.**
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    - Fac. ID: Grassy Lake Road WWTP, East of Highway 27, Bowling Green, FL 34755
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  - We recommend using [wettransfer.com](http://wettransfer.com), [docs.google.com](http://docs.google.com), or [dropbox.com](http://dropbox.com) to transfer photos.

Information FRWA will collect about your WTP & WWTP from the FDEP database:

1. **Monthly Operating Reports (MORs)** for the last 5-years. We will use the FDEP database to download a several years of MORs showing Average Daily Demand (ADD) and Maximum-Day Demands (MDD) -- quantities of finished water produced.

ORDINANCE NO. 2014- 06

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA; MODIFYING SECTION 22-98, CODE OF ORDINANCES OF THE CITY OF WAUCHULA, FLORIDA ("CODE"); REPEALING SECTION 22-99 OF THE CODE; PROVIDING FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, AS FOLLOWS:

**SECTION 1. COMMISSION FINDINGS.** In adopting this Ordinance and modifying the City Code of Ordinances, the City Commission of Wauchula, Florida, hereby makes the following findings:

- (1) The City is authorized, pursuant to general and special law and its home rule powers contained in statutes and the Florida Constitution, to own, operate, provide and extend central water, wastewater, and reclaimed water services both within and without the City of Wauchula, Florida.
- (2) The City operates, controls, and manages an exclusive water, wastewater, and reclaimed water service area both within and without the City limits.
- (3) The City has determined that development at urban level densities should be served by a central potable water supply and central wastewater service.
- (4) The City has also incurred bonded indebtedness to expand and maintain its central water system and central wastewater system.
- (5) Demands for potable water and wastewater capacity led to the construction of new expanded central utilities plant and facilities and extensions of the City's utility system to areas where new customers may connect.
- (6) Stringent state and federal water and wastewater treatment and operation standards have been promulgated, and with these increasing costs of constructing central water and wastewater facilities, the City's ability to provide central water and wastewater service within the City may be limited.

(7) The financing of central water and wastewater facilities is complex, requires extensive planning and engineering, and calls for advanced participation by the development community so that adequate public facilities can be provided to meet the impacts of that development.

(8) Impact fees became widespread in Florida during the 1980's when Florida was experiencing rapid growth. The cost of providing the facilities to serve the influx of new residents resulted in a dramatic increases in taxes and utility rates. Additionally during this time, more stringent environmental regulations were also driving utility rates higher. Municipalities and other governmental entities imposed impact fees to recover the cost of the new facilities required to serve Florida's rapid growth.

(9) The Florida Supreme Court and the Florida Legislature have mandated that, to be valid, impact fees must meet the dual rational nexus test.

(10) In 1982, the City adopted its first set of water and sewer impact fees, providing that the rate of impact fees would be set by resolution.

(11) On May 8, 2006, the City adopted resolution No. 06-16, which currently controls the water and sewer impact fees levied by the City.

(12) These impact fees were adopted prior to the national economic recession which began in 2008 and which has significantly slowed the growth of the City's utility system.

(13) These fees were also adopted prior to the implementation of section 163. 31801, Fla. Stat., which has codified the requirements for establishing a valid impact fee in Florida.

(14) The City has received a report from WHH Enterprises that constitutes an impact fee study and that recommends reductions to the City's capital charge structure consistent with the criteria in section 163.31801, Fla. Stat., and in line with other neighboring communities.

(15) For these and other reasons, it is necessary for the City to adopt the changes and modifications proposed within this ordinance.

(16) The City has full and exclusive authority over the management, operation, and control of all of the City's utilities and the authority to prescribe

rules and regulations governing the use of such facilities whenever such are provided by the City, and to make such changes from time to time in such rules and regulations as it deems necessary.

(17) The City has provided the required public notice and held the necessary public hearing(s) in order to adopt these rules.

**SECTION 2. MODIFICATION OF SEC. 22-97, CITY CODE.** Section 22-97, of the Code of Ordinances, City of Wauchula, Florida, is hereby amended to read as follows:

**"Sec. 22-97. Water and Sewer Impact Fees Imposed; declared additional Calculation.**

~~An impact fee is hereby imposed on each new connection or addition to the City's water system or sewer system. This fee shall be charged in addition to all other charges for sewer and water connections and servicing.~~

(1)(a) Each new user of the City's waterworks system shall pay a one-time water impact fee as provided herein. The revenue generated hereunder shall be deposited in the water system impact fees account specified in section 22-100 and shall be used only for the expansion of the waterworks system.

(b) The amount of the water impact fee is set forth below:

**Table 7**  
**Proposed Water Impact Fees**

<u>Connection Size</u>	<u>Annual Consumption Gallons</u>	<u>Plant Cost per Gallon</u>	<u>Annual Consumption per Customer</u>	<u>Proposed Impact Fees</u>
<u>¾" meter</u>	<u>131,684,078</u>	<u>\$0.01168</u>	<u>58,190</u>	<u>\$680</u>
<u>1" meter</u>	<u>6,439,445</u>	<u>\$0.01168</u>	<u>107,324</u>	<u>\$1,250</u>
<u>1½" meter</u>	<u>5,668,170</u>	<u>\$0.01168</u>	<u>188,939</u>	<u>\$2,200</u>
<u>2" meter</u>	<u>22,685,060</u>	<u>\$0.01168</u>	<u>482,660</u>	<u>\$5,640</u>
<u>3" &amp; 4" meter</u>	<u>10,415,900</u>	<u>\$0.01168</u>	<u>946,900</u>	<u>\$11,059</u>

Impact fees shall be reviewed from time to time as required by the City Commission and any subsequent revisions thereto shall be by ordinance.

(c) Where an applicant furnishes detailed water consumption records for an establishment not in conformance with any of the above, these records may be used in determining the value of the water impact fee at the sole option of the City. The City may also on its own initiative recalculate usage and projected



usage to insure that the applicant or existing customer has paid for those ERCs it is using.

(d) If deemed necessary by the City, the estimated water demands and corresponding impact fees shall be redetermined based on actual usage when the development is at or very near full/maximum occupancy/use. If the redetermined use is larger than originally computed, the additional impact fee will be collected from the user/developer. The City shall have the right to redetermine the impact fees and require the customer to pay any additional charges.

(e) Where a commercial usage changes so as to increase the water demand (for example: from a shoe store to a coin laundry) the additional water demand and impact fees shall be computed by the City and paid by the user prior to the issuance of a building permit.

(f) Matters of interpretation and definition shall rest with the City.

(2)(a) Each new user of the City's wastewater system shall pay a one-time wastewater impact fee as provided herein. The revenue generated hereunder shall be deposited in the wastewater system impact fees account specified in section 22-100 and shall be used only for the expansion of the wastewater system.

(b) The amount of the water impact fee is set forth below:

**Table 8**  
**Wastewater Impact Fees**

<u>Connection Size</u>	<u>Annual Consumption gallons</u>	<u>Plant Cost per Gallon</u>	<u>Annual Consumption per Customer</u>	<u>Proposed Impact Fees</u>
<u>¾" meter</u>	<u>131,684,078</u>	<u>\$0.03936</u>	<u>58,190</u>	<u>\$2,290</u>
<u>1" meter</u>	<u>6,439,445</u>	<u>\$0.03936</u>	<u>107,324</u>	<u>\$4,200</u>
<u>1½" meter</u>	<u>5,668,170</u>	<u>\$0.03936</u>	<u>188,939</u>	<u>\$7,400</u>
<u>2" meter</u>	<u>22,685,060</u>	<u>\$0.03936</u>	<u>482,660</u>	<u>\$19,000</u>
<u>3" &amp; 4" meter</u>	<u>10,415,900</u>	<u>\$0.03936</u>	<u>946,900</u>	<u>\$37,300</u>

(d) If deemed necessary by the City, the estimated wastewater demands and corresponding impact fees shall be redetermined based on actual usage when the development is at or very near full/maximum occupancy/use. If the redetermined use is larger than originally computed, the additional impact fee will be collected from the user/developer. The City shall have the right to redetermine the impact fees and require the customer to pay any additional charges.

(e) Where a commercial usage changes so as to increase the wastewater demand (for example: from a shoe store to a coin laundry) the additional wastewater demand and impact fees shall be computed by the City and paid by the user prior to the issuance of a building permit.

(f) Matters of interpretation and definition shall rest with the City.

**SECTION 3. REPEAL OF SEC. 22-98, CITY CODE.** Section 22-98, of the Code of Ordinances, City of Wauchula, Florida, is hereby repealed as follows:

**Sec. 22-98. Computation of amount.**

~~(a) Each single-family residence, each unit of a duplex or other multi-unit residential structure, and each distinguishable commercial unit, industrial unit or other individual unit will be considered a separate unit and the appropriate water and sewer impact fee shall be charged per unit.~~

~~(b) Impact fees for institutional, commercial, or industrial developments which do not meet the individual unit criteria will be based on the number of equivalent residential units (ERU) equal to their estimated daily flow of water and/or wastewater. Such fees shall be set by the City Administrator or designee based on the recommendation of the City's consulting engineers.~~

~~(c) The rates upon which impact fees for water and sewer will be determined shall be as set by resolution.~~

**SECTION 4. SEVERABILITY.** If any section, subsection, sentence, clause, phrase, or portion of this Policy is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 5. CONFLICTING ORDINANCES AND RESOLUTIONS.** All existing ordinances and resolutions, including but not limited to Resolution No. 2006-16 of the City in conflict with this ordinance are repealed to the extent necessary to give this Ordinance full force and effect.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage. However, the City hereby suspends and waives the collection of all City Water Impact Fees and City Wastewater Impact Fees

from the date of adoption of this Ordinance until May 1, 2015.

INTRODUCED and PASSED on first reading in regular session of the City Commission of the City of Wauchula, Florida, this 14th day of April April, 2014.

ATTEST:

CITY OF WAUCHULA, FLORIDA

Victoria Thompson  
Holly Smith, City Clerk (Absent)  
Victoria Thompson, Deputy Clerk

Keith Nadaskay  
Richard Keith Nadaskay, Jr., Mayor

PASSED on second and final reading by the City Commission of the City of Wauchula, Florida, at regular session this 9th day of June 2014. This ordinance was moved for approval by Commissioner Preston. The motion was seconded by Commissioner G. Smith, and upon being put to a vote, the vote was as follows:

Commissioner Neda Cobb	<u>Yes</u> insert yes or no
Commissioner John D. Freeman	<u>Yes</u> insert yes or no
Commissioner Kenneth Lambert	<u>Yes</u> insert yes or no
Commissioner Richard Keith Nadaskay, Jr.	<u>Yes</u> insert yes or no
Commissioner Peter Preston	<u>Yes</u> insert yes or no
Commissioner Gary D. Smith	<u>Yes</u> insert yes or no
Commissioner Russell Graylin Smith	<u>Yes</u> insert yes or no

(SEAL)

ATTEST:

CITY OF WAUCHULA, FLORIDA

Victoria Thompson  
Holly Smith, City Clerk (Absent)  
Victoria Thompson, Deputy Clerk

Keith Nadaskay  
Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM AND LEGALITY:

Thomas A. Cloud  
Thomas A. Cloud, City Attorney

ORDINANCE NO. 2007-07

AN ORDINANCE OF THE CITY OF BOWLING GREEN, FLORIDA PROVIDING A SHORT TITLE; PROVIDING DEFINITIONS OF TERMS USED IN THE ORDINANCE, PROVIDING THE DEFINITIONS, GENERAL AUTHORITY, ADMINISTRATION AND JURISDICTION, PROVIDING THE MANNER FOR HANDLING REQUESTS FOR SERVICE AND APPLICATIONS FOR SERVICE; PROVIDING FOR FEES AND CHARGES; PROVIDING FOR CONNECTION FEES; PROVIDING FOR THE CONSTRUCTION OF UTILITY FACILITIES; PROVIDING FOR SPECIAL AGREEMENTS; PROVIDING FOR SEPARATE CLASSES OF UTILITY SERVICE; PROVIDING FOR MANDATORY CONNECTIONS; PROVIDING FOR RULES & REGULATIONS; PROVIDING FOR INTEREST AND LIENS ON UNPAID CHARGES; PROVIDING MISCELLANEOUS REQUIREMENTS AND PROHIBITIONS; PROVIDING COMPLIANCE AND ENFORCEMENT REQUIREMENTS AND PROCEDURES; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR LIBERAL CONSTRUCTION AND AN EFFECTIVE DATE.

Capacity Fee  
200. for  
Canground  
Impact Fee?  
not mention!

WHEREAS, THE CITY COMMISSION OF BOWLING GREEN, FLORIDA finds that it is in the best interest of the city to regulate potable water service to, and wastewater from, the Customers of those services, and to provide safe and clean potable water and minimize the use of septic or other onsite wastewater systems; and,

WHEREAS, in order to implement the system and provide consistency, rules, regulations and procedures for customer service and orderly development of the utility connections are necessary; and,

WHEREAS, in the interest of limiting the polluting effects of septic tanks and other onsite wastewater treatment facilities have on ground waters and surface waters within the city, it is

necessary to establish a mandatory connection policy requiring the connection of these facilities to the city system under certain circumstances.

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

**Section 1**  
**Short Title; Definitions**

1.1 Short title . This Ordinance shall be referred to as the *City of Bowling Green Water & Wastewater Utility Service Ordinance (2006)*.

1.2 Definitions. Unless the context specifically indicates otherwise, the meaning of the terms and phrases used in this article shall be as follows:

1.2.1 Applicant - Any Developer, owner or agent of the owner of land, or potential Customer who is applying to receive potable water, or wastewater service from the city.

1.2.2. Capacity Fee - The fee charged to customers applying for service for new or expanded construction, or ~~buildings that have been abandoned or unused for a period in excess of five (5) years, to pay for the capitalized~~ costs of providing treatment capacity for the Applicant's Project. ---

1.2.3 Clean Water Act or "CWA" - The Federal Water Pollution Control Act, 33 U.S.C. § 1251 et. seq., as amended.

1.2.4. Connection Fees - Those fees for connection of the meter assembly to the Utility System.

1.2.5 „Connection Point; Point of Connection ("POC") - Means the point within the city's existing Utility Facility; where an Applicant will be required to connect the Utility Facilities to be constructed by the Applicant to the City Utility Facilities, regardless of whether the Utility Facilities are designated to be owned by the city in the future, or to continue to be owned and maintained by

the Applicant or Customers.

1.2.6. Customer Service Assembly - All pipes, shut offs, valves, fixtures and other appliances and apparatus of every kind or nature lying downstream from the Point of Delivery. 1.2.7 City. Means the City of Bowling Green Government.

1.2.9 City Engineer or Engineer - Depending on the specific needs for a given project, this may be either an engineer employed by the city, or a consulting engineer hired under a continuing contract or for the specific task needed.

1.2.10 Customer - Any individual, corporation, partnership or other legal entity other than Bulk Service Customer, who has executed an Agreement for Service and has commenced to receive continuous potable water, wastewater or irrigation water service, from the city. Customers and Customers must be owners of the property to be served.

1.2.11 ERC - See the definitions of "Wastewater Equivalent Residential Unit" and "Water Equivalent Residential Unit" below.

1.2.12 Existing Potential Applicant - Means any property owner not already connected to the Utility System, which has already applied for service outside the City Limits or has a city building permit prior to the Effective Date of this Ordinance, and has completed construction or will construct within three (3) months of the Effective Date of this Ordinance.

1.2.13 Interference - The inhibition or disruption of the city's wastewater treatment processes or operation which contributes to a violation of any requirement of the city's permits. The term includes prevention of sewage sludge use or disposal in accordance with Section 405 of the CW A, or downgrading of the classification of the sludge.

1.2.14 Master Meter - A single meter serving two (2) or more units within Project. For the

purpose of this definition as utilized in this chapter, facility includes, but is not limited to, a multifamily residential or multi-unit commercial complex, project or other structure. The foregoing includes, without limitation, condominiums, apartments, duplexes, mobile home parks, hotels, motels, travel trailer parks, shopping centers, office or professional buildings or complexes.

1.2.15 Meter - Means the measuring device owned and installed by the city or under the direction of the city, for use on a service line for the purpose of accurately measuring water used by a Customer.

1.2.16 Off-Site Utility Facilities - Those Utility Facilities to be constructed totally outside of the Applicant's development property.

1.2.17 On-Site Utility Facilities - Those Utility Facilities to be constructed within an Applicant's development property, whether those Utility Facilities are to be ultimately owned by the city or not.

1.2.18 Pass through - When wastes discharged to the city's wastewater treatment system are not removed by the treatment process such that the discharged wastes may cause violation of the city's permits, or diminish the ability of the city to dispose or reuse effluent or sludge.

1.2.19 Point of Delivery ("POD") - Means that point at which the city ownership and control over Utility Facilities ends, and the Customers' responsibility commences. Except as otherwise provided by the city in writing, that point is the water meter for potable or irrigation water, and the property line for single sewer services, or at the "Y" for dual service laterals.

1.2.20 Potential New Applicant - Means any property owner applying to construct a building after the Effective Date of this Ordinance, or completing construction of a building within three (3) months after the Effective Date of this Ordinance. Any expansion of an existing non-

residential building in excess of 25% of the existing structure shall also be defined as a Potential New Applicant.

1.2.21 Project. The structures and improvements owned by a developer or Customer for which they require utility service, or which are otherwise to be constructed by an Applicant.

1.2.22 State or Federal Law - For the purposes of this Ordinance, State or Federal Law refers to any applicable statute and rules promulgated thereunder, including without limitation, Chapter 403 of the Florida Statutes. and the administrative codes promulgated thereunder, and the Federal Clean Water Act (CWA), and the Federal Safe Drinking Water Act..

1.2.23 Unit - A complete single or wholly contained space, area, place, thing, or structure, which is or can be occupied by persons or objects and shall be further classified as either of the following:

1.2.23.1 Residential unit - For purposes of this chapter, the term means one (1) or more rooms in a residential or part of a commercial building which are used or intended for use as a separate and complete living facility for no more than one (1) family and generally including provisions for living, sleeping, eating, cooking and sanitation, regardless of whether the unit is owner or tenant occupied or available for rental, lease or other form of occupancy. For the purpose of this definition, each mobile home park rental space or lot, or a rental space or lot for other such manufactured structures, and any recreational vehicle park space or lot, whether any of the foregoing are occupied or not occupied, are all considered residential units. Each hotel, motel, guest home, adult congregate living or nursing home room is considered a separate residential unit.

1.2.23.2. Nonresidential unit - All structures, buildings, or a group of one or more rooms or spaces in such buildings or multiple structures arranged, designed, used or intended to be



used for occupancy by persons or objects as a unified nonresidential operation by an owner, tenant, lessee or occupant for nonresidential purposes or uses.

1.2.24 Utility Facilities - Except for the pipes and equipment making up the Customer Service Assembly, Utility Facilities shall mean all city wastewater collection mains, laterals, pumping stations, and related and appurtenances and equipment; and all reclaimed water mains, pumps, meters, and related appurtenances and equipment not related to the Wastewater Treatment Plant; and all potable water mains, hydrants, service lines and related appurtenances and equipment not related to the Water Supply or Water Treatment Plant equipment.

1.2.25 Utility System - All personnel, contract operations companies, supplies and equipment, whether tangible or intangible, as well as all real and personal property, making up the city Utility Department, including without limitation, city-owned Utility Facilities, Wastewater Treatment and Disposal Facilities, Water Supply and Treatment Facilities, vehicles of any kind, Utility Department personnel, other personnel performing utility tasks at the direction of the City Manager or Public Work Director, and office equipment of any kind or manner.

1.2.26 Wastewater Capacity - Theoretical availability of the capacity of city wastewater collection system, Wastewater Treatment and Disposal Facilities in sufficient size and design to accommodate future connections by Projects.

1.2.27 Wastewater Equivalent Residential Unit (ERU) - The amount of wastewater determined to be the average daily flow from an averaged sized, 3 bedroom single residential unit on less than a 1-acre lot. In the city, the ERU for wastewater equals 225 gallons per day (gpd). ER Us for other larger or smaller residential Units, or larger non-residential, commercial, or industrial use shall be determined pursuant to the Rules and Regulations or the City Engineer's calculations.

Commercial or industrial Units shall not be less than one (1) ERU, regardless of present or projected flows.

1.2.28 Wastewater Treatment and Disposal Facilities - The land, equipment, and related capital appurtenances provided for use by the city for the treatment of wastewater, and the disposal or reuse of wastewater effluent. The definition includes, without limitation, treatment plants and related lines, equipment, laboratories and equipment, trucks, construction and repair equipment and other rolling stock, and office equipment at the wastewater treatment plants. The wastewater collection, treatment and disposal Utility Facilities shall also be referred to as the Publicly Owned Treatment Works ("POTW").

1.2.29 Wastewater Treatment Plant ("WWTP") - That portion of the POTW used for treatment of wastewater.

1.2.30 Water Capacity- Theoretical availability of water supply facilities, Water Supply and Treatment Facilities and water distribution Utility Facilities in sufficient size and design to accommodate future connections by Projects.

1.2.31 Water Equivalent Residential Unit (ERU) - The amount of potable water determined to be the average daily demand for an averaged sized single residential unit with 3 bedrooms on less than a 1-acre lot. In the city, a single water ERU shall be 300 gallons per day (gpd). ER Us for other residential, non-residential, commercial, or industrial use shall be determined pursuant to the Rules and Regulations or the City Engineer's calculations. Commercial or industrial Units shall not be less than ,one (1) ERU, regardless of present or projected flows.

1.2.32 Water, Irrigation - Water used for irrigation of lawns and other landscaping or crops, and may include, in part or in whole, potable water, or other non-potable waters from any source,

including without limitation, surface waters, wells waters and/or Reclaimed Water.

1.2.33 Water, Potable~ Any water produced by the city, capable of being lawfully consumed or ingested.

It is intended to be a broader definition than fire service water or irrigation water, either of which may be potable, but may not be lawfully used as potable water under certain circumstances. 1.2.34 Water,

Reclaimed - Water produced by wastewater treatment plants through the use of wastewater treatment plant effluent, with or without additional treatment, such that it may be used for irrigation or other specified non-potable uses in accordance with applicable laws.

1.2.35 Water Supply and Treatment Facilities - The land, equipment, and appurtenances provided for use by the city for the production of raw water from wells, treatment of potable water, and providing pressure to the water in the Utility Facilities used for distribution of the water to Customers. Includes without limitation, treatment plants and related lines, equipment, laboratories and equipment, trucks, construction and repair equipment and other rolling stock, and office equipment at the water treatment plants.

## Section 2 **General**

2.1 Administration. The duties and responsibilities of city personnel and departments under this Ordinance shall be administered and delegated by the City Manager.

2.3 Authority. This Ordinance is adopted pursuant to the city's constitutional home rule authority provided in the Florida Constitution, sections 166.021 and Chapter 180 of the Florida Statutes, and the City Charter.

2.3 Jurisdiction. This Ordinance shall apply to all incorporated areas of the city, and any other areas outside the City Limits authorized to be served by the city in accordance with this Ordinance or by agreement under the Florida Municipal Powers Act or other laws, under such terms and conditions as

the Commission may set forth.

### Section 3 Requests for Service

#### 3.1 General.

3 .1.1 No person shall subdivide real property or construct any residential, commercial or industrial building within the incorporated area of the city without first requesting water and sewer service from the Utility Department.

3 .1. 2 All requests for service shall be made by submitting a formal application for water and wastewater service to the Utility Department. The initial application will be reviewed by the department to determine the apparent feasibility and requirements for providing service.

3 .1.3 All costs and expenses in any way incident to the expansion, extension, installation and connection of the Utility System to any structure, shall be borne by the Applicant unless specifically approved by the Commission by ordinance or by written agreement, however, written agreements providing for the city to bear some costs, shall only be applicable for Utility Facilities necessary to provide service to projects other than the Applicants, and shall not be interpreted or presumed as such, but must clearly state in the Agreement that the city shall pay such costs or portion of costs.

3 .1.4 The Applicant shall indemnify the city against any personal injury including death, property damage, loss or cost, including attorney's fees, that may directly or indirectly result from the installation of the Project's Utility Facilities or Customer Service Assembly.

3.1.5 A separate and independent building sewer shall be provided for every building, except where an accessory building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear accessory building through an adjoining alley,

court, yard or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one (1) building sewer. Capacity, connection and inspection fees shall be paid for the additional building(s).

3.1.6 Old building sewers may be used in connection with new buildings only when they are found, after examination and approved testing by the Utility Department, to meet all requirements of this article and reasonably meet the city's specifications.

3.1.7 Materials. In the construction of either On-Site or Off site Utility Facilities, the Applicant shall use only materials and practices approved by the city, which materials and practices may be established in the Rules and Regulations, written specifications, or in accordance with assistance from the City Engineer.

3.2 Individual Single Family Homes - Applications for single residential homes shall be made directly to the Utility Department.

### 3.3 Application Forms

3.3.1 All applicants for service in the city shall complete an application form provided by the Utility Department, and approved by the City Manager.

3.3.2 All applications for single or multi-family developments and commercial and other establishments involving water or wastewater flows in excess of 2,000 gallons per day must prove ownership or legal control over the property wherein service will be rendered, and the applications shall be submitted by a Registered Professional Engineer unless otherwise approved by the city.

## Section 4 Review of Applications

### 4.1 Review of Applications for Service.

4.1.1 Preliminary Review. An Application for Service will be reviewed and evaluated as to

the feasibility of providing service, with a written response issued to the applicant indicating the availability or unavailability of service, or requesting additional information. Upon receipt of the preliminary review response the Applicant shall request a Final Review in writing.

4.1.2 Final Review. Within one month of receipt of a request for Final Review and the furnishing of all additional information requested, the Utilities Department shall advise the Applicant in writing of the availability of service and, if service is available, the Capacity Fee, point of connection, required extensions, and any other pertinent requirements.

4.3 Agreements for Service. If the Applicant accepts the general terms of service, the Utilities Department shall prepare or cause to be prepared, an agreement describing more specific requirements for the Applicant, including without limitation, the Applicant's On-site and Off-site Utility Facility construction responsibilities, Connection Point, and other Special Agreements, if applicable.

4.3.1 Deposit Agreements. For connections previously served water and/or sewer, or connections where, in the judgment of the Utilities Department, there is no need for the more comprehensive developer's "Service Agreement," the Applicant shall complete a "Deposit Agreement" briefly describing the requirements for service, and establishing a deposit to be paid with execution of the Agreement, in a form substantially as follows:

#### AGREEMENT

The undersigned customer, \_\_\_\_\_ located at \_\_\_\_\_ hereby applies for connection of water and/or wastewater collection and/or irrigation water service to that premises for residential, commercial or industrial use. (Circle One). In consideration for said water and/or wastewater collection service, customer agrees to pay at the scheduled rates, until and unless notice in writing is given to the City of Bowling Green that service is to be discontinued, for whatever period of time.

The undersigned customer is the owner of the property to be served, including any underlying land, and agrees to conform to all ordinances, rates, rules and regulations of the City of Bowling Green water and/or wastewater collection service as are now or hereafter in force, and which are made part of this contract.

The customer also agrees to pay all fees as provided for in the City ordinances and resolutions. The customer further agrees that all charges for water, wastewater, or irrigation water service, as they may become due from time to time, shall be and are hereby made a lien upon the above property so long as said charges remain unpaid, as between the parties to this contract.

IF POTABLE WATER OR IRRIGATION WATER ARE DEEMED BY ANY COURT OF COMPETENT JURISDICTION TO BE "GOODS" UNDER CHAPTER 672 OF THE FLORIDA STATUTES OR ANY OTHER LAWS, THEN IN THAT EVENT, OR IN ANY OTHER EVENT WHERE WARRANTIES MAY BE IMPLIED IN THE SALE BY THE CITY OF POTABLE WATER OR IRRIGATION WATER TO ANY CUSTOMER, THE CITY HEREBY DISCLAIMS ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OF THE WATER, OR OF FITNESS OF THE WATER FOR ANY PURPOSE, AND THE DEVELOPER, CUSTOMER, AND ITS OR THEIR ASSIGNS AGREE THAT THE WATER IS SOLD "AS-IS."

- 1. Water Capacity Fee paid: \$ \_\_\_\_\_
- ✓ 2. Wastewater Capacity Fee paid: \$ \_\_\_\_\_
- 3. Irrigation Water Fee paid: \$ \_\_\_\_\_
- 4. Deposit Paid: \$ \_\_\_\_\_
- 5. Other Fee(s) paid (Describe)

Customer's Name

Customer Signature \_\_\_\_\_ Date

Title of Person authorized to Sign

For business entity. I hereby swear or affirm that I am either the property owner, or an authorized signor of the property owner for this Agreement.

City approval by: \_\_\_\_\_

Date

4.3 .2 Service Agreement. For larger projects requiring main extensions, or if in the opinion of the Utilities Department and Engineer the project requires a more comprehensive description of the rights and duties of the Applicant and the city, the Utilities Department shall require that the

Applicant execute and comply with a Service Agreement, a draft of which shall be provided by the Utilities Department. Except as provided below, Service Agreements must comply with city ordinances and the charter, therefore, in the event of a conflict between the terms, covenants or provisions in of the City or the Applicant found in the Service Agreements as compared to the City Ordinances or the Charter, the terms, covenants or provisions in the ordinances and charter shall prevail. The City Commission may, by resolution, override specific provisions of this Ordinance with the advice of the Utility Department, City Attorney and/or City Engineer, however, the intent to override this Ordinance and the specific facts and circumstances justifying the override of this Ordinance must be specifically described in a separate written resolution of the Commission, with such Agreement attached.

4.3.2.1. All master metered accounts shall be established in the name of the property owner, or in the case of rental property, the property owner or landlord as may be appropriate, In the case of condominiums, and when master meters are approved for mobile home, manufactured home and recreational vehicle parks and developments, the account shall be established in the name of the association or underlying land owner as may be appropriate in the discretion of the City Manager.

4.3.2.2. Deposit for Administration and Professional Fees. Prior to commencing any substantial work on behalf of an Applicant's project, the Utilities Department. Shall collect a deposit for the anticipated costs of the fees for the city's professional consultants and attorney necessary for the drafting of the Service Agreement and the city's contractual review and approval of the work needed to provide service to the Applicant's project. This deposit shall be, at minimum, calculated by the Engineer based on five percent (5%) of the Utility Facilities construction costs for the project, but in no event shall it be less than \$1000. Additional deposits may be established in the Service



Agreement as necessary. Costs shall be regularly billed to the Applicant with the deposit retained as security. If the actual cost of city officers, employees, or agents exceeds the deposit in a given month, service shall be withheld until all such costs are paid. If the actual costs at the end of the city's involvement with the project are less than the deposit, the remaining deposit shall be refunded within sixty (60) days after service is commenced, unless other costs are anticipated.

4.4 Annexation and inspection of premises outside city. In order to protect the city's ability to serve its residents and supply its customers, the city shall not connect any water or sewer taps outside the city limits until the Applicant's property involved has been annexed into the city or, where applicable, the property owner has executed and complied with an annexation agreement requiring the property owner's approval of annexation in the future when such annexation is lawful, and such agreement is recorded with the County Clerk as a covenant running with the Property. Prior to connection of any customer, the Service Agreement, and the Utility Facilities and Customer Service Assembly must be inspected and approved by the city.

## Section 5

### **Fees, Charges & Capacity**

#### 5.1 Monthly Service Rates and Charges.

5.1.1 Rates. Water & wastewater rates, charges and deposits not specifically established in this Ordinance may be established by resolution of the City Commission, and shall be on file in the City Clerk's office. Rates, fees and charges already in existence and not specifically established in this Ordinance shall continue in effect until such time as the Commission modifies them by resolution or ordinance, as deemed appropriate by the Commission under the circumstances. Rates fees and charges established by this Ordinance may be changed in the future by resolutions. A procedure to provide for automatic annual increases in water and wastewater usage rates to avoid

degradation of city income by inflation, may be established by resolution of the commission, 5.1.2

Liability for Payment for Services.

5 .1.2.1 All Customers shall be responsible for charges for water flowing through the meter designated for their water use, whether for potable or irrigation uses, and all wastewater charges derived from that water use, if applicable. Additionally, the customer may be held responsible for payment of certain established minimum charges whether such services are utilized or not. No service shall be provided to Customers who are delinquent in the payment of any rates fees, or charges. Customers are responsible for terminating their service account with the city when ownership of the service location has been transferred to others. The City Manager shall establish a procedure for enforcing payment of utility fees, charges, policies and procedures, however, except in instances involving tampering or other unlawful acts, or where the City Manager deems there to be a danger to the public health or safety, disconnection of service the City Manager shall make a reasonable attempt to provide notice of intent to disconnect reasonable under the circumstances. These procedures are to be established in order to reduce the possibility of erroneous disconnections, and are not intended to establish a property interest in the continuation of city utility service.

5.1.2.2 The city shall not be responsible for leaks on private property or in the plumbing system on the Customer's side of the meter assembly.

5 .1.3 Payment for services. The Rules and Regulation shall establish the procedure and deadlines for payment for services, delinquent accounts.

5.2 Capacity Fees

5.2.1 Policy: Calculation. A Capacity Fee shall be paid by each Applicant to reserve capacity for the Applicant's use as otherwise provided herein. Capacity Fees shall be uniform within

classes of service. An individual Applicant's Capacity Fees shall be based upon the anticipated average daily water consumption and/or wastewater flow contribution for the type of development or establishment requesting or expanding service to its project as provided herein. When existing structures connected to the system will require an increased water supply and/or sewage capacity, additional Capacity Fees shall be charged based upon the anticipated increase in flow resulting from the new demand. When existing structures connected to the system use a greater water supply and/or sewage capacity than they were allocated, additional Capacity Fees shall be charged based upon the increased flow resulting from the additional usage.

5 .2.2 The amount of additional Capacity Fees charged for the additional usage shall be based on the three-month rolling average daily water usage and/or wastewater produced for the most recent twelve (12) month period. All additional Capacity Fees shall be paid at the rates in effect at time of final connection of the Utility System to the Customer Service Assembly.

5 .3 All Capacity Reserved Paid In Advance; Queue Position Established. All future contracts for water, wastewater and irrigation water service which reserve capacity shall require 100% payment the costs of treatment facility capacity ("utility facilities capacity" or "capacity") reservation as determined on the date of the request, with an adjusted additional amount paid by the developer

based on the capacity fee in place as of the date of the developer's receipt of the certificate of occupancy for each unit to be connected. The City and the developer shall execute a short-form agreement ("Temporary Capacity Queue Agreement") as shown in Attachment "A" for the sole purpose of placing the Developer in queue for any future capacity constructed or otherwise made available at the existing facilities ("Capacity Queue"), until such time and a Service Agreement can be negotiated between the parties. No further capacity shall be promised for development, but only a

position in queue for facilities under planning, design, or construction. The Developer must agree in any Queue Agreement, that the City is not responsible for inability to provide the capacity within any given timeframe, but will provide a quarterly statement of progress of capacity for each queue developed hereunder. Once the Temporary Capacity Queue Agreement is executed, and the appropriate capacity fees are delivered with that Agreement to the City, the City shall clock in the Agreement and capacity fee to establish the Developer's position in the queue. The City's signature is not required for the queue position, and capacity is reserved with the Queue Agreement.

5.4 Abandonment of Capacity Queue Position by Failure to Execute Service Agreement. In the event that a Developer that has executed a Temporary Capacity Queue Agreement is unable to resolve contractual issues with the City in the City's Service Agreement within thirty (30) days of being provided a draft of said Service Agreement, the Developer shall have abandoned its capacity reservation, the Temporary Capacity Queue Agreement shall be terminated, the position in capacity queue lost, and the Developer shall be refunded its payment of the capacity fees, less any City costs not secured by a deposit. The City Manager may extend the termination date hereunder for no more than one additional fifteen (15) day period without Commission approval, if the City Manager, in his or her sole discretion, determines that the developer is negotiating in good faith but has still been unable to reasonably resolve its issues with the draft Service Agreement.

5.5 Capacity Queue Position Converted to Reservation of Capacity. Once the utility facilities for which the developers are queued are completed or excess capacity at existing facilities is made available and all fees for capacity are paid by the developer, the developer's position in the queue shall be converted to a reservation of capacity, depending on the availability of capacity created by the total permitted capacity of the completed facilities. In lieu of full payment for conversion of

queue to reservation of capacity, the City may accept a plan for full payment of capacity fees scheduled to coincide with the reasonable construction and plan for use of the capacity, however, such plan must be bonded to ensure full payment on the schedule proposed.

5.6 Position In Capacity Queue Lost By Inability to Build Project. Each Service Agreement shall include a requirements that ensure the construction of projects increasing the City's tax base or service area, and that utility facility capacity is not being held for other purposes. The following types of requirements shall be provided in the Service Agreement:

5.6.1 Developers that are offered the opportunity to convert capacity queue position to capacity reservation, must accept that conversion, or all of that developer's capacity in queue shall be moved to the end of the queue, and the next developer in the queue shall be offered the capacity reservation, until all capacity at the treatment facility is consumed by reservations.

5.6.2 Developers that are allowed to move from the capacity queue and reserve capacity must build the project and pay for reserved capacity within a reasonable timeframe provided in the Service Agreement, or the reservation of capacity for the incomplete units may, at the City's sole discretion, be terminated and sold to other Developers, with a refund of the original Developer's capacity fee less and unpaid administrative costs and professional fees. No capacity fees shall be refunded without securing another Developer's fees for the same capacity. The Commission may grant extensions for capacity fee termination by resolution, including any additional assurances or caveats that the Commission deems necessary to ensure that the project will be built within a new timeframe, and capacity is not simply being held for other purposes. No extensions of reservations shall be given without full payment having been made for said reservations.

5.6.3 Capacity Queue Position Or Reservation May Be Transferred, but Not for A Profit.

The Developer's Position in a capacity queue or reservation is attached to the land on which the project for which the capacity is sought is to be built, and can only be transferred as part of a sale of the land for which the capacity is sought, however, such capacity cannot be sold for more than what was paid by the Developer. All transfers of capacity reservations and position in queue must be approved by the City Commission, considering ability and willingness to utilize capacity in the short term, delays in development due to transfer, other requests for capacity use in the short term, and other factors relevant to the effective, efficient and prompt use of the capacity by the purchasing developer seeking to receive the capacity transfer. For the purposes of this Ordinance, "Transfer" means the sale of any portion of the land, any trade or exchange of any type, any type of hypothecation of the land, or the sale of 50% or more of the shares of the developer holding the reservations or queue position.

5.7 Capacity At Existing Facilities Maybe Made Available In The Order of Queue. In the event that capacity at existing utility facilities becomes available without affecting the contractual rights of developers with existing reservations of such capacity, the City may assign that excess capacity to developers in the order of the queue. Other restrictions in the Service Agreement also apply to such transfers.

5.8 Ties for Capacity Queue Take Same Position. In the event that there are more than one developer executing and paying for their requested capacity within twenty-four (24) hours of the other developer, the queue position shall be deemed a "tie" and both (or all) shall be given the same place in the queue. Bond placement shall not be considered for the tie.

5.9 Minimum Revenue Fee Established and Adjusted From Time to Time. As part of the City's utility rate increase analyses, the City Manager shall direct the staff or consultants performing such rate study to develop a rate for Minimum Revenue to be paid as a user fee for each Equivalent Residential Unit (ERU) of capacity reserved by any developer within the City, under present agreements or future, whereby the City shall receive full compensation for the costs of holding unused capacity at its water, wastewater and irrigation water facilities for each developer (Minimum Revenue Fee). The Minimum Revenue Fee shall be adjusted each time deemed necessary by subsequent rate studies and approved by resolution of the Commission, and invoices to developers adjusted accordingly.

5.10 Payment of Minimum Revenue Guaranteed by Bond. The Service Agreement shall establish a bond for payment of said Minimum Revenue Fee for each ERU the developer has reserved, securing payment of the Minimum Revenue Fee for a period of no less than four (4) years of nonpayment by the Developer. Such bond may be adjusted upward or downward by passage by the Commission of the Minimum Revenue Fee based on a lawful rate study. Termination of the bond, inability to collect the fees through bond, failure to increase bond for Minimum Revenue Fee increases, or any other failure by the Developer to pay the Minimum Revenue Fee after thirty (30) days notice of being thirty (30) days late, shall be cause for the City, in its discretion, to terminate any Service Agreement and reservation of capacity.

5.11 Existing Agreements For Capacity Reservation Not in Queue. This Ordinance is not intended to modify any existing agreements reserving capacity at the present utility facilities. Nothing contained herein is intended to modify or vitiate any provision of those existing or future contracts

between the city and others for the financing or construction of plant capacity to be conveyed to the city.

5.12 Reservation of Capacity. Reservation of capacity for more than one unit shall only be accomplished by Service Agreement as provided above. The Capacity Fee paid shall be in exchange for a theoretical reservation of the capacity required for the Applicant's use. Calculations for capacity of common uses may be established in the Rules & Regulations under the guidance of the City Engineer. Reservation of capacity is not secured at any particular treatment plant or at any particular cost until completion of the unit to be connected.

5.13 Disposition of Unused Reserved Capacity. The reservation of unused Capacity shall remain for no more than a five (5) year period, except under a Service Agreement providing for phasing of a project and the developer has complied with the required time lines of that phasing by completion of units and payment of all fees as provided in the Service Agreement and this Ordinance. In no event shall capacity be held for more than ten (10) years, except for projects exceeding 5,000 ER Us, and such extended period is specifically stated in the Service Agreement. No refund of capacity fees shall be made for capacity terminated after ten ( 10) years.

5.14 Capacity Fee Amount.

5.14.1 In-City Fees - The potable water Capacity Fee for Applicants connecting within the city shall be \$ \_\_\_\_\_ per ERU.

5.14.2 The wastewater Capacity Fee for Applicants connecting within the city shall be \$ \_\_\_\_\_ per ERU.

5.15 Outside of City Fees.



5.15.1 The potable water Capacity Fee for Applicants connecting outside the city shall be \$ \_\_\_\_\_ per ERU.

5.15.2 The wastewater Capacity Fee for Applicants connecting outside the city shall be \$ \_\_\_\_\_ per ERU.

5.15.3 Calculation. The following is a table of minimum flow rates for various uses, except that no single commercial unit shall be assigned an ERU value of less than one (1.00):  
TABLE INSET:

Type of Establishment	Gallons Per Day
Barber and beauty shop (per chair) .....	75
Bowling alley (toilet wastes only, per lane) .....	50
Country club:	
Per resident member .....	100
Per nonresident member .....	25
Dentist's office:	
Per nonwet chair .....	50
Per wet chair .....	200
Doctor's office (per doctor) .....	250
Food service operations (Note: Double figures reflect abnormal conditions, i.e., heavy volume of service due to location along a freeway.):	
Ordinary restaurant (per seat) ... 40 24-hour	
restaurant (per seat) .....	60
Bar and cocktail lounge (per seat) .....	20
Drive-in restaurant (per car space) .....	50
Carry-out restaurant only (per 100 square feet of floor space) ...	50

Add per employee .....	15
Hotel or motel (per room) .....	100
Resort hotel, camps, cottages (per room) .....	200
Laundry, self-service (per machine) .....	750
Office building (per 100 square feet) .....	15
Service station (per plumbing fixture for human waste) .....	250
Open 16 hours per day .....	325
Shopping center without food or laundry (per square foot of floor space) ...	0.25
Stadium, race track or ballpark (per seat) .....	.4
Store without food service:	
Private toilets for employees only (per employee) ..	20
Public toilets (per plumbing fixture) .....	200
Theaters:	
Indoor, auditorium (per seat) .....	4
Outdoor, drive-in (per space) .....	.4
Trailer park <sup>1</sup> :	
(per space) .....	.50
Wastewater and sewer hookup (per trailer space) .....	75
Veterinary Clinic:	
Per doctor .....	250
Per employee (8 hr shift) .....	15
Per kennel . . . . .	20
Warehouse:	
Self-storage per unit (up to 200)	
(Add 1 gallon for each 2 units or fraction thereof, for over 200 units)	
Per loading bay .....	100
<i>Industrial:</i>	
Factory, exclusive of industrial wastes (gallons per person per shift): Per plumbing	

fixture ... 150

Industrial waste shall be calculated as to quantity and strength by the developer's engineer and submitted for approval. ~

*Institutional:*

Church (per seat) .....	2
Church toilets (per plumbing fixture remodeling) .....	50
Hospital (per bed) .....	205
Nursing, rest home (per person) .....	105
Public institution other than a hospital (per person) .....	100
School, per student:	
Day type .....	10
Add for showers . . . . .	4
Add for cafeteria . . . . .	4
Add for day school workers .....	15
Boarding type .....	75
Swimming and bathing facility, public (per person) .....	10

*Residential:*

Single-family (\$300 handwritten in printed copy of ordinance)	
For each additional bedroom over 3 .....	100
Apartment or multifamily (per bedroom) attached single-family .....	100
Mobile home (per single-wide space) .....	250
(Per double-wide space) .....	300

Recognizing the unlikelihood that all possible uses are addressed in the preceding table, the flows may be estimated by the building official, using the fixture unit tables in the Standard Plumbing Code. If this method is used, the building official shall consider one fixture unit to produce 25 gallons per day. In the case of specialized equipment, the equipment manufacturer's data may be utilized by the building official in calculating daily flow.

High volume establishments, such as restaurants, convenience stores and service stations located near interstate type highways and similar high-traffic areas, require special sizing consideration due to expected above average sewage volume. Minimum estimated flows for these facilities

shall be 3.0 times the volumes determined from the above table figures.

Convenience store estimated sewage flows shall be determined by adding [flows] for good outlets and service stations as appropriate to the products and services offered.

Estimated flows for residential systems assume a maximum occupancy of two persons per bedroom. Where residential care facilities will house more than two persons in any bedroom, estimated flows shall be increased by 50 gallons per each additional occupant.

If sufficient data is presented by a commercial petitioner or applicant that conclusively demonstrates to the city manager that the flow data as specified within subsection 98-236(d)(1) is not the correct data as applied to the particular petitioner or applicant, then and in that event the capacity fee shall be adjusted to reflect the applicable capacity fee for the amount of flow indicated by the data provided by the petitioner or applicant.

5.16 The Board of City Commissions may choose to amend these Capacity Fees and estimated flows by resolution of the Board.

X 5.17 Capacity Fees for Industrial or Abnormal Strength Wastewater. If the Applicant's projected use of his property indicates a reasonable likelihood of industrial, unusual, or abnormal strength wastewater flows as provided in the city's Industrial Wastewater Pretreatment Ordinance, the wastewater Capacity Fees may be increased and/or surcharges added to monthly bills to reflect additional treatment or special concerns. In no event, however, shall any payment of additional Capacity Fees create any obligation on the city to continue to accept flows from the Customer in the event that the Customer violates any ordinances or otherwise discharges flows that create Pass Through or Interference, or otherwise cause the Utility Facilities or Wastewater Treatment and Disposal Facilities to violate state, local or federal laws, or interfere with the city's ability to produce Reclaimed Water.

5.18 Capacity Fee Use Restricted.

5.18.1 Enterprise Funds. The city shall maintain two separate and distinct enterprise funds for the deposit of Capacity Fees. One "Water Capacity Fee Fund" strictly for the deposit of water

Capacity Fees, and one "Wastewater Capacity Fee Fund" strictly for the deposit of wastewater Capacity Fees.

5.18.2 Wastewater Capacity Fees may only be expended for planning, construction and professional services used for development of new Wastewater Capacity, land for new Capacity, emergency major repairs, or to pay debt service for the financing of the new facilities or emergency major repairs.

5.18.3 Water Capacity Fees may only be expended for planning, construction and professional services used for development of new potable water, treatment plant supply and Capacity, land for new Capacity, emergency major repairs, or to pay debt service for the financing of the new facilities *or* emergency major repairs. J

5.19 Water Meter Installation Fees. There shall be water meter installation fees established by the  
||  
City Commission for installation of water meters onto-meter assemblies constructed by Applicants to the City's specifications, regardless of the purpose for which the meters reinstalled. However, the City may choose to specify the water meter to be installed, and said meter shall be installed by the Applicant at its/his/her own expense. The meter installation fees shall be established and amended from time-to-time by the City Commission by resolution. The meter installation fee shall not include other portions of the meter assembly, which the Utilities Department may either install at the Customer's expense, or require to be installed by the Applicant's licensed plumber to the City's Specifications.

5.20 Tap or "Connection" Fees. In those instances where the City performs the tap of the water main and extends a service line to the property, there shall be a charge for the City's work sufficient to pay the costs for such work. The City's Public Works Department may choose whether it shall

perform the work, or may require the Applicant to have the work performed by a licensed contractor. If the tap is performed by any person other than a City employee, the work must be performed by a contractor licensed to do such work, and experienced is doing such work. If the work is performed by the City, the costs shall either be to the Customer as calculated, or a Tap Pee charge may be established by resolution of the City Commission without modification of this Ordinance.

5.21 The following meter accuracy service charges and policies are established:

5.21.1 Water Meter Accuracy Tests and Bill Adjustment. The City shall seek to maintain water meter accuracies in the following ranges (by percentage):

Maximum	Intermediate	Minimum
Meter Type		
Displacement	98.5-101.5	98.5-101.5
Current	97-102	None
Compound*	97-103	97-103

\*The minimum required accuracy for compound meters at any range within the "changeover" range of flows shall be 85%.

Meters tested and found to be within these ranges shall be determined to be "accurate." Meters determined to test above these ranges shall be determined to be "fast." Meters testing below these ranges shall be determined to be "slow."

5.22.2 Customer-Requested Meter Tests. In the event that a customer requests a meter test, the Customer shall be asked if he/she wants an on-site test, or a bench test performed, and shall be informed of the cost of both tests, should the meter be determined to be accurate or slow.

5.22.2.1 On-site test. An on-site test shall be performed by City personnel at the customer's service location, using calibrated devices and practices of the industry. In the event that the test shows the meter to be accurate or slow, and the customer decides not to have a bench test performed, the customer shall be charged \$25 for the test, except that each customer shall be allowed

one on-site test each year without charge, regardless of outcome.

5.22.2.2 Bench test. The Public Works Director shall ascertain the actual cost of performing a bench test according to industry and meter manufacturer standards. The Customer shall be charged that actual cost, plus a service call fee. The City shall collect the charge prior to removing the meter as part of a written request form, but shall refund the charge if the meter is determined to be fast as provided in this Ordinance.

5.22.3 Bill Adjustment. In the event that a meter is determined to be fast, the customer's bill shall be adjusted for the percentage error over the accurate range, for a period extending from the date when the inaccuracy is known to have commenced, or, six (6) months, whichever period is shorter. If the meter is determined to be slow, the City shall back bill the customer for the percentage of error below the accurate range for a period extending from the date when the inaccuracy is known to have commenced, or six (6) months, whichever period is shorter.

5.22.4 Nonfunctioning Meters / Meter Tests by City Without Request. Meters that have ceased to operate shall result in an adjusted customer bill as discussed above for slow meters. Meters may be tested by the City without request by the Customer, and bills shall be adjusted as provided above if the meter is determined to be fast or slow, however, in no event shall the customer be charged for City initiated tests or service calls.

5.23 Miscellaneous Charges. The following miscellaneous service charges are established:

5.23 .1 Customer service calls, where the City determines that no problem exists, or when the problem exists on the customer's side of the meter or sewer lateral, or the problem was caused or created by acts or omissions of the customer, shall be charged at \$25 per hour for each, plus any materials and equipment used. However, for service calls regarding water quality or pressure, no less

than two unfounded complaints shall be allowed each calendar year prior to charging for an unfounded complaint.

5.23.2 Utility locates. Utility locates performed during regular business hours shall be at no charge for the first locate on each project, and all subsequent locates shall be charged at \$25 per hour, paid advance. After-hours locates shall be charged at \$50 per hour, including all travel time.

5.23.3 Replacements of Equipment The Customer shall be responsible for protection of meter boxes and meter assemblies. The following charges shall apply when the City determines that City equipment lost, broken or destroyed by the fault of Customer:

Meter boxes - Ford (3/4- 2") .....	\$50
Meter boxes - Concrete (3/4-2") .....	\$75
Service valves (plus labor costs) .....	\$25
All other equipment-shall be charged at cost-plus labor costs.	

**Section 6**

**Construction of Utility Facilities**

6.1 On-Site Utility Facilities. Unless otherwise clearly provided in a Special Agreement approved by resolution as provided in this Ordinance, the Applicant shall be responsible for constructing or causing to be constructed, all On-site Utility Facilities necessary to serve the project and future Customers. Although the city shall never own plumbing on the Customer's side of the water meter or on the Customer's side of the wastewater collection system, the Applicant must, nevertheless, construct such plumbing to the specifications of the city as well as applicable building and plumbing codes, and the city reserves the right to inspect such plumbing at the Applicant's expense.

6.1.1 Some Applicant-constructed Utility Facilities to be owned by City. The City has the right, but not the obligation, in the City's sole discretion, to require that ownership, title and all rights to all Utility Facilities be transferred to the city at no cost to the city, in exchange for the City



operating and maintaining such Utility Facilities. The Service Agreement may describe the acceptable manner of construction and inspection of the Utility Facilities, including construction meet the city's Specifications.

6.2 Easements or Rights-of-Way - All Utility Facilities shall be installed in appropriate utility easements or rights-of-way. Utility Facilities to be owned by the City shall only be installed in exclusive or pre-approved nonexclusive utility easements specifically first dedicated to the city on a City easement form document, or in the City's sole discretion, installed in city rights-of-way. Except for crossings approved by the City, Utility Facilities may only be installed in Hardee County or State rights-of-way under a Special Agreement which may address special issues, including without limitation, the payment and bond for the costs of relocation or repair of Utility Facilities in the event of future road work.

## Section 7 Special Agreements

7 .1 General. In some circumstances, the city may choose to enter into a Special Agreement with any Applicant. This Special Agreement may be a separate document or may be contained within the Service Agreement, but must in either case be specifically described and approved by a separate written resolution describing the special facts or circumstances justifying the Special Agreement.

7 .1.1 Facility Oversizing - Where the city finds that Utility Facilities to be installed by a current Applicant may be reasonably connected to, and utilized by, a large number of other future Applicants, the city shall require the current Applicant to oversize its Utility Facilities to accommodate potential future connections. The city may, in its sole discretion, bear the reasonable costs of oversizing based on a hydraulic share calculation after deduction of the current Applicant's potential peak usage, including fire flows when such Special Agreements relate to potable water

mains, or based on a front-footage basis when the City Engineer deems this calculation to be appropriate to calculate a fair share payment for future Applicants, or the City may require an RAA as discussed below. The reimbursable costs for oversizing excludes, but such exclusion is not limited to, interest or debt charges, management fees, and expenses associated with inefficient, improper or dilatory construction practices. In the City Commission's sole discretion, a Special Agreement may require that the city reimburse the current Applicant from current funds and collect reimbursement from the future Applicants, or a Special Agreement may be used in conjunction with a Refundable Advance Agreement.

7 .1.2 Refundable Advance Agreement ("RAA"). There may be circumstances when wastewater capacity construction requires special equipment, or because of the location or circumstances, Utility Facility oversizing is necessary. In those circumstances, the city may require a current Applicant or Applicants to bear all or a part of the up-front costs of those Utility Facilities, with a Special Agreement providing for some form of partial reimbursement for the oversizing paid back to the current Applicants from future connections of other Applicants. Such RAAs may limit reimbursement to no more than a seven (7) year period.

## Section 8 Classes of Service

8.1 General. The city may, by resolution, establish different classes of service for implementation of rates and charges for Customers from the ones established herein. The classes of service may be established to reflect the use and demand on the Utility System, as well as other lawful considerations.

### 8.2 Classes of Utility Service and Metering.

8.2.1 Residential Residential Customers shall include normal domestic potable water to,

and wastewater flows from, single family homes, and individually-metered manufactured homes or recreational vehicles permanently installed on property of a size no less than one-quarter (1 /4) acre, owned or leased by the Customer. At the discretion of the Utility Department, it may also include individually metered duplex or triplex units.

~~X~~ 8.2.2 Commercial All Customers that are neither residential, bulk nor industrial. Such Customers shall include, but are not limited to mobile home or recreational vehicle parks, apartments, convenience stores, restaurants, shops and all forms of commercial establishments not classified as Industrial Customers.

8.2.3 Industrial All Customers that are listed in the Standard Industrial Codes ("SIC"), or which, by the nature of their business, demand for water, or amount, nature or content of wastewater flows, are considered to be industrial by the City's Engineer to have a reasonable likelihood of discharging wastewater other than domestic wastewater (with the exception of grease and cooking oil discharges from restaurants), or which have an unusually high demand for potable water. The City reserves the right, but is not obligated to establish separate rates for Industrial Customers

individually, and/or as a class.

8.2.4 Bulk. The city reserves the right, but shall not be obligated to establish rates, charges and policies for bulk Customers based on criteria established by commonly-accepted ratemaking and utility practice.

8.3 Subclasses Based on Billing Technique. Within each class of service, the city may, by resolution, establish a subclass for customers based on the manner in which the city determines the amount to charge the Customer for the service. The subclasses may include, but are not limited to:

8.3.1 Metered service. When the customer's service, either water or wastewater, are metered. This class can also be divided into individual meters, and master meters.

8.3.2 Government Bulk Service - Where service is sold to another governmental entity for resale by that entity to that entity's customers. Such resale shall only be done pursuant to written authorization by the city, and shall not be for an amount in excess of the charge made by the city to the master meter Customer, but may be either divided equally, or individually metered by the master meter Customer so long as that Customer maintains and tests the meters in a reasonable manner according to industry practices and standards.

8.3.3 Temporary or Construction Service. Service applied for and authorized for temporary use for construction or special project uses. All temporary service shall be billed at the Commercial or Industrial rate, depending on the estimated demand.

8.4 Meters Required. All water service to single family living structures shall be individually metered. It shall be unlawful to connect separate living units to the same utility service by any means whatsoever so as to obtain service for more than one single family structure on one bill.

8.4.1. Meters. Meters for the measurement of water and sewer utility services provided by the city shall be furnished by and shall remain the property of the city. The customer is responsible for the safekeeping of new and existing meters and for keeping sites readily accessible for reading and service. It is unlawful and a violation of this Ordinance for any person to vandalize or unlock any such meter without written authorization to do so. If any obstruction or lack of accessibility is not corrected by the customer within fourteen (14) days after written notification by the city, the city may take steps deemed reasonably necessary to ensure accessibility in order to read the meter, and may charge the customer account the cost of correction.

8.4.2. Individual meters required. All residential dwelling and nonresidential units, except as provided herein, are required to have individual meters.

8.4.3. Master metered Customers. All new development or construction for non-individual

metered units, duplex units with common plumbing lines that are not under individual separate ownership or are collectively owned by an entity as a rental development project or complex, and multi-family projects may be required to utilize a master meter. All master meter accounts shall be established in the name of a single responsible entity, including without limitation the property owner, homeowner or condominium association, as may be appropriate.

8.4.4. Unless otherwise specially authorized by the city in a writing, all meters must be installed at the property line adjoining to or adjacent to a public street, right-of-way, or easement as approved by the city and not at individual lot lines adjacent to or abutting a private street, drive, or access.

8.4.5. The city, based on the application and information submitted to the city, shall authorize and approve the meter size necessary for the service requested, and the Applicant shall for same.

8.4.6. Where utility meters are broken or damaged by or due to the negligence or willful acts of the Customer or those under the Customer's control or responsibility, the cost of repair or replacement shall be charged to and paid by the Customer, in advance of such repair or replacement, and prior to renewal of service. The Customer charged for the repair or replacement may appeal that decision to the City Manager, or his/her designee, within fifteen (15) days of the assessment of the damage charge by filing with the City Manager, a written appeal setting forth the basis for the appeal and the facts involved. The City Manager, or her/his designee, shall render a decision on the appeal within ten (10) working days of the appeal being filed. The decision of the City Manager or designee shall be final.

#### 8.5 Tampering with water or sewer facilities.

8.5.1 No person, unless authorized by the city, has the right to turn off or turn on

water at the curb stop, corporation stop, or valve, or to in any way disconnect or remove any water meter or otherwise molest any water connection, meter or water main belonging to the City.

8.5.2 No person shall destroy, deface, impair, injure or wantonly force open any gate or door therein or in any way whatsoever destroy, injure, deface or wantonly destroy any part of the buildings, or the appurtenances, fences or fixtures thereunto appertaining, or any water pipes, gates, reservoirs, hydrants, fountains, standpipes, pumps, tanks or any fixtures or the property belonging to the water distribution or wastewater collection system of the city, or without authority from the city remove, open, hitch to, dig out or curb over any fireplug or hydrant, stopcock, valve, valve box or other fixtures belonging to the water or wastewater collection system of the City.

8.5.3 It shall be unlawful for any person to tamper with, operate, adjust, manipulate in any manner, connect, disconnect, join or sever any water meters, valves, or water lines and it shall be unlawful for any person to stop or divert the flow of water through the water system of the City in any manner whatsoever without the approval and written permission of the City.

8.5.4 There is a duty of the Customer or recipient of benefit to protect the water meter from unlawful tampering and to report such tampering or evidence thereof. The failure to report tampering or evidence thereof will create a presumption that the Customer or recipient of benefits knew or should have known of any such tampering.

8.5.5 No consumer shall furnish water to any other consumer either by use of pipes or fixtures on his own premises or by extending pipes to the premises; or receive water or wastewater service by extending pipes from the premises of other persons to their premises.

8.5.6 Any violations of (A),(B),(C), (D) (E) above may be punished: 8.5.6.1 In accordance

with the provisions of FS 812.14; 8.5.6.2 By code enforcement;

8.5.6.3 By injunctions;

8.5.6.4 By disconnection of service until the violation is permanently corrected, and in addition to regular service charges for reconnection, an additional charge of \$100.00 shall be levied prior to reconnection; 8.5.6.5 Payment by violator of

all damages caused by the violator's actions

8.5.6.6 By any other manner allowed by law;

8.5.6.7 Or by any lawful combination of above.

### Section 9

#### **General Connection Requirements/Mandatory Connections**

9.1 General. It shall be the city's policy to require connections to the City's Utility System whenever such connection is in the opinion of the City Commission, either economically feasible, or necessary to protect and preserve the public safety, health or welfare, or to comply with the requirements of city financing instruments such as grants, loans or bonds.

#### 9.2 Illegal Acts

9.2.1 It shall be unlawful:

9.2.1.1 For any person to place, deposit or permit to be deposited on public or private property within the city or in any area under the jurisdiction of the city, any human or animal excrement, garbage, or other domestic or industrial waste.

9.2.1.2 To discharge to any natural outlet within the city, or to city sanitary or stormwater sewer system, any stormwater, wastewater or pollutant, except where appropriate service

requests have been made and such service is approved by the city.

9.2.1.3 To construct or maintain any privy, privy vault, septic tanks, cesspool or other facility intended for the disposal of wastewater, except as provided herein.

### 9.3 Mandatory Connections To City Utilities.

#### 9.3.1 Mandatory Water Connections.

9.3.1.1 Mandatory Residential Water Collections. With the exception of residential subdivisions and apartment buildings which shall be deemed commercial establishments for the purpose of this Ordinance, all Units containing uses that would be classified under this Ordinance as single Residential Customers, shall be required to connect to the Water Utility Facilities and pay all required fees, disconnect from existing forms of water service, and become a Customer of the City Utility System when the City's Water Utility Facilities abut that residential property, or are across no more than two lanes of roadway. Potential New Applicants must pay all fees and connect prior to issuance of a certificate of occupancy, while Existing Potential Applicants shall pay all fees and connect to the Water Utility Facilities within three hundred and sixty five (365) days of notice of such requirement by the Utilities Department or Code Enforcement Officer, but must pay all fees prior to obtaining service. Although payment of fees and connection may be delayed as described above, the existing residential property owner shall apply for service no later than sixty (60) days after receiving notice of the requirement.

9.3.1.2 Mandatory Commercial & Industrial Connections. All Commercial & Industrial Potential New Applicants with property lines within 1,000 feet of existing Utility Facilities shall connect to those Utility Facilities to receiving a certificate of occupancy. All Existing Potential Applicants shall connect within three hundred and sixty five (365) days of notice that their property is within 500 feet of any Utility Facilities. In the event that an existing well requires replacement,



that facility shall be considered a Potential New Applicant, and shall connect if within 1000 feet as discussed above.

9.3.1 Mandatory Wastewater Connections.

9.3.1.1 Mandatory Residential Connections. All property containing uses that would be classified under this Ordinance as single Residential Customers, shall be required to connect to the Wastewater Utility Facilities and pay all required fees, disconnect from existing forms of wastewater service, and become a Customer of the City Utility System when the City's Wastewater Utility Facilities abut that residential property, or are across no more than two lanes of roadway. New Applicants must pay all fees and connect prior to issuance of a certificate of occupancy, while Existing Potential Applicants shall pay all fees and connect to the Wastewater Utility Facilities within three hundred and sixty five (365) days of notice of such requirement by the Utilities Department or Code Enforcement Officer, but must pay all fees prior to obtaining service. Although payment of fees and connection may be delayed as described above, the existing residential property owner shall apply for service no later than sixty (60) days after receiving notice of the requirement.

9.3.1.2. Mandatory Commercial & Industrial Connections. All Potential New Applicants with property lines within 1000 feet of existing or planned Utility Facilities shall connect to those Utility Facilities prior to receiving a certificate of occupancy. All Existing Potential Applicants shall connect within three hundred and sixty five (365) days of notice that their property

is within 500 feet of any Utility Facilities. In the event that an existing onsite wastewater system (as defined by state law) requires replacement, that facility shall be considered a Potential New Applicant, and shall connect if within 1000 feet as discussed above.

9.4 Private Wastewater Disposal.

9.4.1. In the event that after receiving and reviewing a proper Application for service, the city determines that a public wastewater system is not available, the building sewer may be connected to a private onsite wastewater disposal system serving only that Unit or Project, and complying with the provisions of City, State and federal law, providing, however, that when public wastewater system is available, the Unit shall be required to connect to the public system as provided above.

9.4.2. Before commencement of construction of a private on-site wastewater disposal system, the owner shall first obtain a written permit signed by the City Manager. The application for such permit shall be made on a form furnished by the city, which the applicant shall supplement by any plans, specifications and other information as deemed necessary by the city. A permit and inspection fee of shall be paid to the city at the time the application is filed.

9.4.3. The type, capacities, location and layout of a private wastewater disposal system shall comply with all rules and regulations of the Hardee County Health Department, the Florida State Department of Health and Rehabilitative Services, or other regulatory agency as applicable. No septic tank or cesspool shall be permitted to discharge to any natural outlet, or seep above the surface of the ground.

9.4.4. At such time as a public sewer becomes available to a property served by a private onsite wastewater disposal system as provided by the mandatory connection provisions contained herein, a direct connection shall be made to the public sewer in compliance with this Ordinance and any septic tanks, cesspools, and similar private wastewater disposal facilities shall be abandoned and filled with suitable material.

9.4.5. The owner shall operate and maintain the private wastewater disposal facilities in a

sanitary manner at all times, at no expense to the city.

9.5 Connections required for certain buildings. The owner, tenant or occupant of each lot or parcel of land with a structure or unit thereon within the city and which abuts upon a street, easement or other public way containing a city sanitary sewer or potable water line available to serve the property or structure shall connect such structure or building to the city sanitary sewer and potable water system and shall cease to use any other method for the disposal of sewage waste or the use of a ~ well for potable water purposes. If connection is not accomplished, the city clerk or designee shall notify the property owner, tenant or occupant of such requirement and allow fifteen (15) days within which to connect to the system. If connection is still not accomplished, at the expiration of the fifteen (15) day period, and upon reasonable written notice thereof by certified mail , return receipt requested or hand delivered with signed receipt, the city clerk or designee shall authorize the connection and recover from the owner of such parcel all reasonable and actual costs of making such connection, including reasonable attorney's fees and applicable interest, if necessary. The referenced costs be a lien upon the real property and shall be subject to foreclosure within one (1) year of filing and recording the lien document or such other enforcement or collection as allowed by law.

9.6 Code Enforcement Procedures. Code enforcement under the City's Code Enforcement Ordinance or any other lawful means may commence upon the property owner's failure to timely apply for service. Notice of the obligation to connect shall be separate from notice under the Code Enforcement Ordinance, and shall be delivered in the same manner as code enforcement citations.

#### Section 10

##### Service Rules and Regulations; No UCC Warranties on Water

10.1 Continuous Service; Rules & regulations. The City Utilities Department shall make a reasonable attempt to provide continuous, uninterrupted service according to industry practices, and

as provided in this Ordinance. The Utilities Department may draft Rules and Regulations to be approved by resolution of the Commission, describing in more detail the services which the city shall provide, the rates, charges and fees, plumbing and Utility Facility requirements, disconnection and reconnection of service, backflow prevention, administrative procedures, the duties and responsibilities of the Customer, and other relevant matters.

10.2 City Disclaims Any UCC Warranties on Water. All utility Service Agreements and Deposit Agreements shall contain the following disclaimer for UCC warranties:

IF POT ABLE WATER OR IRRIGATION WATER ARE DEEMED BY ANY COURT OF COMPETENT JURISDICTION TO BE "GOODS" UNDER CHAPTER 672 OF THE FLORIDA STATUTES OR ANY OTHER LAWS, THEN IN THAT EVENT, OR IN ANY OTHER EVENT WHERE WARRANTIES MAY BE IMPLIED IN THE SALE BY THE CITY OF POT ABLE WATER OR IRRIGATION WATER TO ANY CUSTOMER, THE CITY HEREBY DISCLAIMS ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OF THE WATER, OR OF FITNESS OF THE WATER FOR ANY PURPOSE, AND THE DEVELOPER AND ITS ASSIGNEE CUSTOMERS AGREE THAT THE WATER IS SOLD "AS-IS."

### **Section 11** **Interest and Liens on Unpaid Water and Wastewater Service Charges**

11.1 The city, by any of its authorized employees, may when any account becomes delinquent for fifteen (15) days apply the deposit made by the customer to the delinquent account and thereafter require that the deposit be restored to an amount established in the Rules and Regulations at the date of restoring the deposit. The Rules and Regulations may establish higher than normal deposits for Customers that have repeated delinquencies, "or whose usage substantially exceeds average usage for similar uses.

11.2 All city fees, penalties and charges of any kind for utility service, including without limitation late charges, which remain unpaid sixty (60) days after the past due date of the water and wastewater charges, shall accrue interest the prevailing legal rate until all charges, late charges,

and interest thereon shall be paid in full by the Customer.

11.3 All amounts which may hereafter become due to the city for the use of city water shall become a lien against the interest of the contracting party in the houses, lands and tenements where the city water may have been used.

11.3 .1 City Clerk to File Liens with County Clerk. In order to apply the liens against purchasers in good faith, the City Clerk shall file the liens with the County Clerk in the manner required by County Clerk at a frequency sufficient to protect the city from losses according to a policy established by the City Manager, or provided in the Rules & Regulations.

11.3.2 Limitation on Liens. No liens shall be imposed against owners of property if the unpaid charges were due from a tenant of the property, and that tenant had applied for the service with the city.

11.3 .3 Enforcement of Liens. Liens shall be enforced as is now, or may hereafter be provided by the laws of the State of Florida and the ordinances, resolutions or Rules and Regulations of the city.

## Section 12 Miscellaneous

12.1 Liability of City for damage The city shall not be liable for any damage to any Customer of any utility service provided by the city due to backflow of the sewerage system, failure of supply, failure of collection, or interruption of services or any other cause outside the direct-reasonable control of the city, and only when the city has had reasonable notice of the problem, and has had a reasonable opportunity to correct the problem.

12.2 Unlawful connections. Any person who shall cause, allow or make any unauthorized connection in any manner to any Utility Facilities owned by the city, without the prior approval and

consent of the city, shall be in violation of this Ordinance and subject to civil and criminal penalties as may be allowed by law, as well as civil suit for damages. The City Manager may establish a reasonable penalty to be imposed as a minimum settlement amount to avoid litigation.

12.3 Tampering with Utility System. In addition to civil and criminal relief under section 812.14

FS and FS, the following shall be additional relief to which the city is entitled:

12.3.1 Customers Not Authorized to Operate Meter Assemblies or Utility Equipment. It shall be unlawful for any person, other than employees of the city or the city's authorized agents, subcontractors, without having first obtaining written authorization and approval by the city, to connect, turn on, turn off or disconnect any utility service offered by the city, or remove, replace or repair any equipment connected to any such utility service.

The City Manager shall establish a policy in the Rules & Regulations for automatic fines for tampering under this section, differentiating between willful tampering not resulting in unmetered service, tampering to obtain unlawful or unmetered service, and incidental self disconnects or self connections not reflecting a willful violation.

12.3.2 Damage, trespass or equipment or premises. It shall be unlawful for any person, not having written authority to do so, to operate or manipulate in any manner, any meter valves, main valves or water hydrant, or to tamper with any Utility Facilities of the city; to in any way alter, molest, damage or trespass upon or take or convert to their own or for any other person's benefit or use, any utility service or any equipment or premises belonging to the city and connected with any city utility service.

12.3.3 Interfering with City Personnel. It shall be unlawful for any person lacking legal cause or justification, to willfully interfere with the activities of any City employee conducting their lawful duty operating, maintaining or constructing the Utility System. For the purposes of this

section, "interfering" shall mean threats, intimidation, or otherwise impeding ability of City personnel to complete a task necessary for the smooth, efficient operation of the Utility System. 12.4 Maintenance of system by Customer & Access to meters and hydrants. The Customer shall maintain and keep in good repair all connections, appliances, fixtures, lines equipment and other apparatus within the property line installed and used in connection with utility service. The Customer shall ensure that the meter, meter box and backflow preventer or other applicable utility service line appurtenances are maintained at all times in a safe and secure condition, and that the City shall have safe and unfettered access to the meter and meter assembly. Customers with fire hydrants on their property shall at all times ensure that the hydrant and related valves and thrust blocks are maintained at all times in a safe and secure condition, and that the City shall have safe and unfettered access to the hydrant and valves.

12.5 Unauthorized Use. Any person approved for utility service and utilizing or connected to the utility system, or any person having a permit from the city for the use of any utility service offered by the city, who shall use such utility service for any purpose other than as approved or authorized by the city or the permit, or who shall make any unauthorized changes in such service in any way affecting the quantity or quality or flows, or condition of the service, shall be in violation of this Ordinance.

12.6 Authority to restrict use. The city hereby reserves the right at any time to restrict or prevent the improper and unauthorized use of any utility service furnished by the city whether during periods of emergency or under circumstances or conditions demanding such restriction or prevention of use as deemed appropriate by the city.

12.7 Temporary interruption of service. The city reserves the right to interrupt, discontinue or cut off any utility service without notice in case of emergencies. When an interruption in service

is necessary for the maintenance and improvement of the utility system, the city attempt to notify affected Customers as reason and circumstances permit, however, failure to notify shall not be a basis for a lawsuit against the City.

12. 8 Customer maintenance of single service facilities. The Customer shall be responsible for the operation and maintenance of all On-Site and Off-site Utility Facilities not specifically accepted by the city for operation and maintenance. Such duties shall include, but are not limited to operation and maintenance of all plumbing and other facilities on the Customer's side of a master meter; operation and maintenance of lift stations and force mains serving only one (1) Customer; and, ensuring that all water and wastewater mains and services do not leak excessively according to industry standards.

### **Section 13** **Compliance**

#### 13.1 Compliance Requirement; Remedies.

13.1 All Applicants for and Customers of water and/or sewer service shall comply with this Ordinance.

13 .1.1 Penalties. Except as otherwise provided herein for alternative enforcement, any person, firm, or corporation, either individually or through agents, employees, or independent contractors, who shall willfully violate the provisions of this Ordinance may be fined by the city not more than Five Hundred Dollars (\$500) for each violation, imprisonment for not more than sixty (60) days in jail for each violation, or both. Each day of violation shall constitute a separate offense. Such fines are in addition to any fines from any other federal or state agencies with jurisdiction over the violations.

13.2 Right of Entry. Any authorized employee or agent of the city shall have reasonable access to



all premises supplied with any utility service by the city for the purpose of examination in order to protect the public and the Utility System from illegal or abusive use, or noncompliance with this Ordinance. The deposit Agreement and Application for Service may contain provision for permission to enter the Customer's property, however, employees and agents shall request approval or obtain an administrative warrant before entering the property of a Customer. Employees shall not enter premises when such access is refused, but may seek a warrant for access. Nevertheless, the Customer's refusal to allow entry, or failure to remove obstructions to access after notice (i.e. structures, animals, locks, fences) shall be a violation of this Ordinance, and shall be cause for the city to disconnect service.

13.3 Additional and/or Alternative Remedies Available; Injunction. The Remedies are alternative or supplemental, and do not prohibit the city from seeking any and all other forms of relief available under the law. In addition to any other remedies or relief available, the city may enjoin any violation of this ordinance.

**Section 14**  
**Severability**

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

**Section 15**  
**Inclusion in the Code**

It is the intention of the City Commission, and it is hereby provided, that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the city. To this end, the

sections of this Ordinance may be renumbered or relettered to accomplish such intention, and that the word "Ordinance" may be changed to "Section", "Article", or other appropriate designation.

**Section 16**  
**Repealer**

All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict, except that rates, fees and charges not specifically described herein with dollar amounts, shall continue in effect until such time as the City Commission modifies the charges by resolution. Charges specifically described herein may also be modified by resolution at any time by the City Commission.

**Section 17 Liberal**  
**Construction.**

The provisions of this Ordinance shall be liberally construed to effect its purposes.

**Section 18**  
**Effective Date**

This Ordinance shall take effect immediately upon passage.

**PASSED and ADOPTED** in Regular Session this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ .

CITY OF BOWLING GREEN, FLORIDA

Attest

By \_\_\_\_\_  
Mayor

City Clerk

Approved as to form and content

Gerald T. Buhr, City Attorney

# **UTILITY SERVICE AGREEMENT**

**BETWEEN**

**CITY OF BOWLING GREEN, FLORIDA**

**AND**

**PEACE RANCH, LLC**

**FOR**

**Peace River RV**

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between Peace Ranch LLC, whose business address is 1520 E County Line Rd., Bowling Green, FL 33834, and its successors and assigns (hereinafter referred to as "Developer"), and The City of Bowling Green whose business address is 104 E. Main Street, Bowling Green, Florida 33834, and its successors and assigns (hereinafter referred to as "City").

### RECITALS

1. Developer owns the land located outside the boundaries of the City of Bowling Green, as described herein, which property is more particularly described in Exhibit "A," attached hereto and made a part hereof (the "Property"), and Developer has provided a site plan Exhibit "B" showing it intends to develop the Property by with the following structures and utility uses ("Project"):

2. Developer is desirous of having available to the Project the City's central potable water and wastewater system provided to the Project; and;

3. The City is willing to provide, in accordance with the provisions of this Agreement and the City Specifications (when in conflict, this Agreement shall govern), potable water and wastewater service to the Project in the manner provided herein; and,

4. The City has determined that in order to prevent the costs of the Project from being paid by existing City residents, Developer or its assigns shall pay a capacity fee for each structure being built at the time that a building permit for such structure is applied for and shall pay the capacity fee in place at the time the permit is requested. The City Code currently requires capacity fees, but an amount has not yet been determined, but such fee study has been commissioned, and will be in place and shall be paid by Developer prior to service being rendered; and,

5. The City requires that all new development pay all costs associated with those developments, including the City's administrative costs, professional fees including those for assistance in planning, engineering, and legal, and that the new developments minimize economic and environmental externalities on existing residents of the City, and the Developer agrees to pay all such costs; and,

6. The Property is currently not contiguous to the existing City boundaries, and the Developer is willing and anxious to annex when annexation is lawful, and is aware that failure to do so could allow the City to withdraw utility service from the Property; and,

Developer and City therefore agree as follows:

### RECITALS AND EXHIBITS PART OF AGREEMENT

The above recitations are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are hereby deemed a part hereof.

**SECTION 1**  
**DEFINITIONS**

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and shall apply unless the context indicates a different meaning or unless they are contradicted by City ordinance or State law:

- 1.1 Connection Point - means that point in City's existing utility system where the Developer will be allowed to connect its on-site or off-site facilities to the City utility system. Master water or wastewater meters shall be placed in an easement on the Property well off the right of way of roads and protected against traffic.
- 1.2 City Specifications – means the most recent version of the City's written specifications for utility facility design and construction specifications, if any, as well as any written or oral specifications by the City, or supplements to previous specifications.
- 1.3 Point of Delivery - the point where the pipes or meters of City will connect to the pipes of the Developer or, in the case of subdivisions, the consumer. Unless otherwise indicated, the Point of Delivery shall be at the Connection Point.
- 1.4 Project – the building specific to the Development Plan provided by this Developer for this Property.
- 1.5 Property - all the lands legally described in Exhibit A.
- 1.6 Site Plan – an engineering drawing showing the proposed improvements to be constructed on the Property as set forth in "Exhibit B" attached hereto and made a part hereof and referred to herein as the "Project".
- 1.7 Utility Facilities - unless otherwise described herein, shall mean all potable water and wastewater improvements to be constructed by Developer and owned and maintained by the City according to this Agreement. The term On-site Utility Facilities means and includes all Utility Facilities constructed within the boundaries of Developer's Property, providing a network of potable water and wastewater mains and services necessary to serve the Project, but specifically excludes all potable service lines on the downstream side of the City master water meter (Water Connection Point) and upstream from the wastewater Connection Point shown on the engineering drawings. Utility Facilities also excludes all forms of improvements rejected for ownership, operation, and maintenance by City because of use of construction or materials not approved by the City, or as otherwise designated on the Project's engineering plans as being owned, operated, and maintained by persons or entities other than City.

**SECTION 2 – EASEMENTS**

- 2.1 Grant of Easements and Exclusive Right to Serve. Developer grants and gives to City as a prerequisite to utility service, and subject to the terms of this Agreement, the exclusive right or

privilege to construct, install, own, maintain, expand and operate the Utility Facilities in, under, upon, over and across the Property to serve the Property. The City requires that the Developer also grant to the City, a written perpetual easement over all Property upon which Utility Facilities are constructed as identified in the Site Plan. Such easement shall be in the form as attached hereto in Exhibit "C".

2.2 Interested Parties – Developer shall obtain the full completion and execution of Exhibit "D" "Subordination of Interest In Property by Interested Parties" attached hereto and made a part hereof for the purpose of subordinating the interests in the Property in favor of the CITY's rights in this Agreement, including without limitation mortgage and lien rights. Developer warrants that the persons executing Exhibit "D" are all persons having a mortgage or other lien interest in the Property superior to the City's easements as required herein, other than the NUCOR, whether such party is a mortgagee, secured lien holder, tenant or otherwise.

2.3 Rights of Ingress and Egress. In addition to the written grant described above, the Developer agrees that it grants the City the right of ingress and egress to any part of the Property for observing matters which may relate to the provision of water and wastewater service, including without limitation, potential I/I and potential undisclosed connections. The foregoing grants shall be for such period of time as and to the fullest extent that City or its successors or assigns require such rights, privileges or easements in the construction, ownership, maintenance, operation, and repair service of the Utility Facilities and service to the Project, except that the City shall obtain permission to enter private buildings.

2.4 Errors in Line Locations. City and Developer shall use due diligence in ascertaining all easement locations; however, should City or Developer install any of its facilities outside a dedicated easement area or in a location different from the approved Construction Drawings, City will not be required to move or relocate any facilities lying outside a dedicated easement area, or private easement area conveyed by express grant, so long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed, and so long as City obtains a private easement for such line location, which Developer will grant without cost to City if it is within Developer's reasonable power to make such grant. Should City be obligated to relocate any such facility installed by Developer, then Developer shall reimburse to City, City's costs reasonably incurred in connection with such relocation.

2.5 Utilization of Easement Grants. City agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of municipalities with respect to the operation of all such utilities in any of the easement areas to serve the Property; and that Developer or Developer's successors or assigns in granting any easement herein, or pursuant to the terms of this instrument, shall have the right to grant exclusive or non-exclusive rights, privileges and easements to other persons, firms or corporations to provide to the Property any utility services other than water, wastewater, reclaimed water or stormwater drainage, except that such other easements shall not require the relocation or otherwise interfere in any way with the City's utilities.

### **SECTION 3 GENERAL COVENANTS BETWEEN THE PARTIES**

3.1 General Agreement to Serve Project. Upon the completion of construction of all Utility Facilities by Developer; the inspection and acceptance by City of those Utility Facilities and other potable water and wastewater improvements as provided herein; compliance with all City ordinances regarding utility service as amended from time-to-time; approval from the Florida Department of Environmental Protection (FDEP) to place Utility Facilities into service; and subject to and in compliance with the other terms and limitations in this Agreement; payment of all fees and charges including without limitation City fees, meter fees, and/or tap fees (as shown in Exhibit "D"), and reimbursement for professional charges as provided in this Agreement; completion of all title work and other documentation for transfer of Utility Facilities the City agrees to own to the City, City covenants and agrees that it will authorize Developer to connect the new Utility Facilities installed by Developer to the central facilities of City, and will provide potable water and wastewater services in accordance with City ordinances as amended from time-to-time and this Agreement.

3.2 Developer's Control of Property. Developer represents to the City that Developer owns the Property. If there is a mortgage or other lien against the Property granting third parties any type of right of foreclosure or transfer of the Property to a third party, the Developer agrees that it must obtain from that lienholder's agreement and signature on Exhibit "D".

3.3 Payment & Deposit for City's Costs. The Developer agrees to pay all costs of the City expended on behalf of the Developer, whether directly, or indirectly related to the Project. The City Manager shall, in his sole discretion, establish, increase, or decrease a deposit amount based on the estimated costs for a three (3) month billing cycle. The Developer shall be responsible for payment of the deposit and adjustments thereto, and in addition, shall pay the billed costs each month within fifteen days of receipt of the bill, or the City shall have cause to stop all work on behalf of the Developer regardless of the amount of the deposit. The charges shall cease when all professional services to the City related to this project have ceased, including all documentation.

3.3.1 Appeal. The Developer shall have thirty (30) days from the date of receipt of a bill for the City's costs to appeal charges to City Commission ("Commission"), in writing, by submitting a request for a hearing by the Commission or shall waive the right to appeal that expense. If the Developer prevails at said hearing, the bill shall be adjusted in accordance with the Commission decision. If the Developer fails to prevail or is dissatisfied with adjustments given by the Commission, it must appeal that administrative decision to a court of competent jurisdiction according to applicable law or waive the right to appeal that expense. The City may cease work of that type or of that professional in question until the issue of validity of that type of expense is finally resolved by the Commission or court. The billed expense(s) in question must be paid regardless of the appeal, subject to refund, without interest.

### **SECTION 4 – UTILITY FACILITY SPECIFIC REQUIREMENTS**

4.1 On-Site Utility Facilities:

4.1.1 Developer's Obligation to Construct Utility Facilities. Developer agrees to construct all on-site and offsite Utility Facilities to City Specifications and at Developer's own expense.

4.1.2 Engineering Design Plans. Developer shall provide to City, engineering plans acceptable to City, prepared and sealed by a professional engineer registered in the State of Florida, showing the construction plans for all Utility Facilities, onsite or otherwise, including meter assemblies and taps (meter provided by City at Developer's expense), backflow prevention devices specified by the City as to type, brand, size, and location, and otherwise in accordance with the City's Specifications and City's Cross Connection Control Ordinance. Failure to adhere to the City Specifications without express written approval shall be a material breach of this Agreement.

4.1.3 Deviations in Site Plan or Engineering Plans and Specifications must be Pre-Approved. Four (4) hard copies and One (1) digital copy, "Auto-CAD" and PDF disk, layered per utility specifications, of such utility plans and specifications submitted to City's engineer and shall be subject to the approval of City, and no construction shall commence until City has approved such plans and specifications in writing. Developer shall pay City's costs and expenses in reviewing all such plans and specifications submitted by Developer. After written approval, no modifications to such Site Plan or Engineering Plans shall be made by Developer without the specific written approval of such modifications by the City.

4.1.4 Construction of Approved Utility Facilities. After the City's approval of the final construction plans and specifications, Developer shall cause to be constructed, at Developer's own cost and expense, the utility facilities as shown on the plans and specifications approved by the City, and otherwise in accordance with the City's Specifications, as well as other potable water and wastewater facilities necessary to connect the Project's individual units. Developer will submit appropriate details and shop drawings to the City for review prior to construction of any equipment such as pumping stations or devices, even if such equipment is not to be owned or maintained by the City. Developer further represents and warrants that said utility facilities furnished by it shall be constructed and installed in a manner satisfactory to and meeting the approval of all applicable public, governmental, or other agencies having supervision, regulation, direction and control of such utility facilities and services rendered in connection therewith. All construction of utility facilities to be constructed or installed by Developer hereunder shall be done by contractors approved in advance by City as competent to perform such work. City's approval of such contractors shall not be unreasonably withheld.

4.1.4.1 Proceeding in Construction without Proper Approvals. The Developer acknowledges and agrees that should any portion of the construction of utility facilities be done without prior approval and signatures of the following persons, such construction is done at the developer's sole risk that the City will refuse to allow such utility facilities to be connected to the City or be owned by the City. Signatures required on "authorization to commence construction of utility facilities" (Exhibit "F") include the City Manager and the City's engineer.

4.1.5 Post-Construction Assurances. After completion of construction and prior to acceptance of such improvements by City, Developer agrees to furnish to City: a) five (5) sets of record drawings plus a copy in PDF format, signed and sealed by the Engineer of Record, showing



specific locations, depth, and other appropriate details of all Utility Facilities along with the “as built” drawings which have been sealed by the surveyor; b) an overlay Mylar showing actual easements granted by Developer and certified by the surveyor to ensure that as-built lines were constructed within easements; c) as-builts (with easements) on “Auto-CAD” disk, layered per utility specifications, and including Global Positioning System (“GPS”) coordinates for all valves; d) the results of bacteriological tests of the installed potable water lines approved by the appropriate regulatory agency; f) the written results of pressure tests of all mains, services and laterals to be pressurized when in service; and, g) clearance from FDEP to place Utilities Facilities into service. When layered over utility mains layer, the easement layer shall clearly show the verified as-built locations of all Utility Facilities to be roughly centered within the easement. After inspection and acceptance evidenced by the City’s Certificate of Acceptance, City agrees to maintain Utility Facilities as it is completed by Developer, except for private consumer installations which are not the responsibility of City. Developer shall indemnify and hold City harmless from and in respect of any repairs or replacements required to be made to Utility Facilities accepted by the City to be owned and maintained by the City as shown on the City-approved engineering drawings for a period of two years from the latter date of 1) the date the City accept the system for ownership; or 2) the date the system is placed into service to serve the first home with a CO. Such acceptance shall not be issued until all accounts owed by Developer or its agents or contractors are paid in full, all inspections have yielded acceptable results according to the City inspectors and City engineers, and the Project have been completed such that the Utility Facilities, in the City’s sole discretion, are operating successfully under demand and use conditions.

4.1.6 Meter Installation; Final Approval for Utility Service. Developer shall be required to pay the applicable charge (as set by City from time to time) for the water or wastewater meter(s) and meter installation of sufficient capacity for the Project. Pre-approved construction water meter(s) may be installed by the City at the Developer’s expense on a protected standpipe above ground and shall not be installed in a meter box. Final service meter(s) will be installed by the City after all post-construction Assurances have been fulfilled and the Developer has been issued a “Final Approval for Utility Service” (Exhibit “G”) signed by the same persons as in “Authorization to Commence Construction of Utility Facilities” (Exhibit “F”) described above.

4.1.7 Inspection of Work. During the construction of the Utility Facilities by Developer, Developer’s engineer shall inspect the materials and equipment to be installed as the Utility Facilities prior to installation, inspect for proper installation of Utility Facilities by the contractor, and when construction is completed, shall observe the standard tests for pressure up to and including curb stops, exfiltration, fill, cover, line and grade, and all other reasonable engineering tests useful for determining whether the Utility Facilities or other improvements have been installed in accordance with this Agreement, the approved plans and specifications, good engineering practices, City’s Specifications, and City’s written requirements for said testing specific to this Project. City shall have the right but is not obligated to review and observe such installations and testing at Developer’s expense to determine compliance with the plans and specifications but shall not review or be deemed to have reviewed, the safety practices of the Developer or its agents or contractors. City shall not supervise the construction or control the safety practices or quality of the installation and shall not be deemed to have done so by its conduct of observing and reviewing the installation and testing, and such inspections and observations by City shall not be claimed by the Developer as a defense or excuse for any action or claim by City for

Developer's failure to properly install or test the Utility Facilities or comply with City ordinances or this Agreement. The Developer acknowledges and agrees that any materials or equipment installed without providing a reasonable opportunity for City inspection shall be fully uncovered for such inspection or refused for service and perpetual ownership by the City, if applicable.

4.1.7.1 Developer's engineer shall coordinate construction or preconstruction meetings with the City, the City's Engineer, and its own engineer at meaningful times prior to and during construction and shall closely coordinate all testing dates with City, City Engineer, and its own engineer. Developer agrees to pay to City, or City's authorized contractor(s) or agent(s), a reasonable sum to cover the cost of inspection of installations made by Developer or Developer's contractor(s) or agent(s), which charge shall be consistent with such charges made by City to others, depending on the size and complexity of the Project. Developer shall place a deposit for such charges as required by the City.

4.1.8 Transfer of Title. Prior to the rendering of service by City, Developer shall convey to City, by itemized bill of sale, in form satisfactory to the City Attorney, the Utility Facilities as constructed by Developer and approved for ownership by City, free and clear of all liens or encumbrances of any form. Developer shall execute all documents necessary to ensure that the Utility Facilities are free and clear of all said liens or encumbrances to the satisfaction of City's legal counsel. Approved exceptions to title shall include only:

4.1.8.1 Restrictions set out in the recorded plat of the subdivision approved by the City for the Property;

4.1.8.2 Easements for utilities and drainage set out in such recorded plat of the subdivision; provided, however, that none of the restrictions or easements set out in such recorded plat of subdivision shall prevent, hinder, or restrict the present use of the Property or the City's ability to provide utility service or use and enjoy easements granted to the City by Developer;

4.1.8.3 Standard restrictions of record (except liens, encumbrances, or mortgages) that do not impair, restrict, or inhibit the City's ability to provide utility service or use and enjoy easements granted to the City by Developer, and are not coupled with a forfeiture or reversionary provision, and,

4.1.8.4 All laws, ordinances, and governmental regulations, including without limitation, all applicable building, zoning, land use and environmental ordinances, regulations, restrictions, and other requirements, none of which will prevent or hinder the City's ability to provide utility service or use and enjoy easements granted to the City by Developer.

**SECTION 5.**  
**RIGHT OF REFUSAL TO SERVE/ COMPLIANCE A PREREQUISITE /ANNEXATION**  
**COVENANT A REQUIREMENT**

5.1 Compliance by the Developer with this Agreement, all City ordinances, and with all regulations of all state, local and federal agencies is a prerequisite to City's duties, covenants, or obligation to serve all or any portion of the Project hereunder. None of the provisions of this Agreement shall be deemed to amend, modify, or otherwise change the provisions of any such ordinance or regulation of the City or any other governmental agency. City shall have the right to refuse to provide service and the right to terminate service to the Project and the right to terminate this Agreement in the event Developer fails to comply with any of the terms and conditions of this Agreement in a timely manner. Time is of the essence.

5.2 Annexation Required. The Developer, as the owner of the Property, agrees to annex said Property when such annexation, in the sole, unfettered opinion of the City, is lawful and prudent to be annexed. To accomplish that future annexation, Developer agrees to execute Exhibit "H" as part of this Agreement, suitable for recording. In the event that any court of competent jurisdiction fails to enforce the Agreement to Annex, the City may choose to terminate or refuse to provide utility service to the Property, or any portion thereof. As to this Section only, the Developer, or its assigns, agrees to pay the City's reasonable attorney fees and costs for enforcing the Agreement to Annex. However, Developer shall not be liable for Attorney's fees incurred as a result of a third party challenge to the Agreement to Annex. The execution and recording of the Agreement to Annex are conditions preceding any obligation by City to provide water or wastewater service to the Property.

**SECTION 6**  
**EFFECT OF THIS AGREEMENT ON PRIOR AGREEMENTS**  
**AND METHOD OF AMENDMENT**

This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and City, made with respect to the matters herein contained, and when duly executed constitutes the entire Agreement between Developer and City. No additions, alterations, or variations of the terms of this Agreement shall be valid nor provisions of this Agreement be deemed waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

**SECTION 7**  
**LAWS OF FLORIDA TO GOVERN / VENUE**

This Agreement shall be governed by the laws of the State of Florida, and the proper venue shall be state court in Hardee County, Florida, and the parties agree to waive any right to jury trial.

**SECTION 8**  
**SECTION HEADINGS FOR CONVENIENCE ONLY**

Section headings used in this agreement are for convenience only and have no significance in the interpretation of the body of this Agreement, and the parties hereto agree that they shall be disregarded in construing the provisions of this Agreement.

**SECTION 9**  
**WARRANTY OF AUTHORITY TO EXECUTE AGREEMENT**

The signature of any person to this Agreement shall be deemed representation and personal warranty by that person that he/she has the power and authority to bind any corporation or partnership or any other business entity for which he purports to act.

**SECTION 10**  
**DOCUMENT IS THE RESULT OF MUTUAL DRAFTSMANSHIP**

The terms and conditions in this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against any of the parties because of authorship. The parties acknowledge that all the terms of this Agreement were negotiated at arms-length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.

**SECTION 11**  
**DISCLAIMER OF THIRD PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the parties hereto, and no right of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement either express or implied is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**SECTION 12**  
**CONFLICT WITH LAWS**

In the event of a conflict between provisions in this Agreement and the provisions in any federal or state law, or any City ordinance, resolution, rules and regulations or code, the parties shall first attempt to read the provisions in reasonable harmony, and if no agreement can be reached, the provision of federal law, then state law, then City ordinance (Code), resolution, rules & regulations shall prevail over the provisions in the Agreement, in that order.

**SECTION 13**  
**SAVING CLAUSE**

In the event that any portion of this Agreement shall be deemed by a court of competent jurisdiction to be unlawful or invalid, the parties shall first attempt to renegotiate the Agreement, but failing in agreement on replacement provisions, this Agreement shall terminate, and except as provided by City ordinance resolution or rules and regulations, the rights and duties of the parties shall cease, and the City shall refund Developer's remaining, unused fees.

**SECTION 14**  
**NOTICE; PROPER FORM**

Any notice to be given shall be in writing and shall be sent by hand delivery, certified mail, return receipt requested, FedEx, Express Mail, UPS, or DHL, to the party being noticed at the addresses stated at the top of this Agreement.

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*The remainder of this page is intentionally left blank*

DRAFT

**DEVELOPER**

Signed, sealed and delivered before  
these witnesses:

**PEACE RANCH LLC**

\_\_\_\_\_  
(Signed)

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed)

Its: \_\_\_\_\_

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Printed)

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **Jonathan Solin** as  
**Manager** for **PEACE RANCH LLC**.

**WITNESSETH** my hand and official seal in the state and county named below.

(Seal) Notary Public, State of \_\_\_\_\_, County of \_\_\_\_\_  
Signature: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Personally Known, OR  Produced Identification  
Type of Identification Produced \_\_\_\_\_

**CITY OF BOWLING GREEN**

[SEAL]

**CITY OF BOWLING GREEN,  
FLORIDA,**

ATTEST: \_\_\_\_\_  
M. Carmen Silva, City Clerk

By: \_\_\_\_\_  
Duane Gardner, Mayor

APPROVED AS  
TO FORM: \_\_\_\_\_  
Gerald T. Buhr, City Attorney

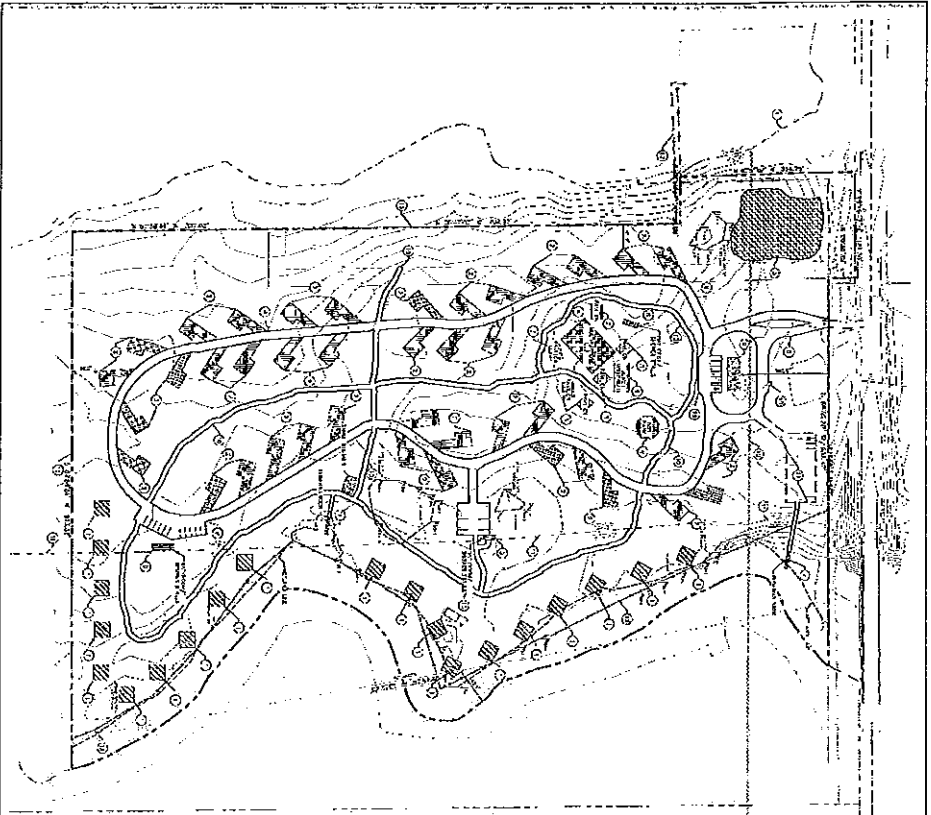
This Agreement Approved on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at a regular  special  session of the City Commission. The vote was as follows:

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





# EXHIBIT B SITE PLAN FOR PROPERTY



**LEGEND:**

- ① PROPERTY BOUNDARY
- ② PROPERTY BOUNDARY WITH SETBACK
- ③ PROPERTY BOUNDARY WITH SETBACK AND FENCE
- ④ PROPERTY BOUNDARY WITH SETBACK AND FENCE AND LANDSCAPING
- ⑤ PROPERTY BOUNDARY WITH SETBACK AND FENCE AND LANDSCAPING AND SIGNAGE
- ⑥ PROPERTY BOUNDARY WITH SETBACK AND FENCE AND LANDSCAPING AND SIGNAGE AND LIGHTING
- ⑦ PROPERTY BOUNDARY WITH SETBACK AND FENCE AND LANDSCAPING AND SIGNAGE AND LIGHTING AND SECURITY
- ⑧ PROPERTY BOUNDARY WITH SETBACK AND FENCE AND LANDSCAPING AND SIGNAGE AND LIGHTING AND SECURITY AND MONITORING
- ⑨ PROPERTY BOUNDARY WITH SETBACK AND FENCE AND LANDSCAPING AND SIGNAGE AND LIGHTING AND SECURITY AND MONITORING AND ACCESS
- ⑩ PROPERTY BOUNDARY WITH SETBACK AND FENCE AND LANDSCAPING AND SIGNAGE AND LIGHTING AND SECURITY AND MONITORING AND ACCESS AND MAINTENANCE
- ⑪ PROPERTY BOUNDARY WITH SETBACK AND FENCE AND LANDSCAPING AND SIGNAGE AND LIGHTING AND SECURITY AND MONITORING AND ACCESS AND MAINTENANCE AND INSPECTION
- ⑫ PROPERTY BOUNDARY WITH SETBACK AND FENCE AND LANDSCAPING AND SIGNAGE AND LIGHTING AND SECURITY AND MONITORING AND ACCESS AND MAINTENANCE AND INSPECTION AND RECORDS
- ⑬ PROPERTY BOUNDARY WITH SETBACK AND FENCE AND LANDSCAPING AND SIGNAGE AND LIGHTING AND SECURITY AND MONITORING AND ACCESS AND MAINTENANCE AND INSPECTION AND RECORDS AND REPORTING
- ⑭ PROPERTY BOUNDARY WITH SETBACK AND FENCE AND LANDSCAPING AND SIGNAGE AND LIGHTING AND SECURITY AND MONITORING AND ACCESS AND MAINTENANCE AND INSPECTION AND RECORDS AND REPORTING AND COMPLIANCE
- ⑮ PROPERTY BOUNDARY WITH SETBACK AND FENCE AND LANDSCAPING AND SIGNAGE AND LIGHTING AND SECURITY AND MONITORING AND ACCESS AND MAINTENANCE AND INSPECTION AND RECORDS AND REPORTING AND COMPLIANCE AND ENFORCEMENT
- ⑯ PROPERTY BOUNDARY WITH SETBACK AND FENCE AND LANDSCAPING AND SIGNAGE AND LIGHTING AND SECURITY AND MONITORING AND ACCESS AND MAINTENANCE AND INSPECTION AND RECORDS AND REPORTING AND COMPLIANCE AND ENFORCEMENT AND RESOLUTION
- ⑰ PROPERTY BOUNDARY WITH SETBACK AND FENCE AND LANDSCAPING AND SIGNAGE AND LIGHTING AND SECURITY AND MONITORING AND ACCESS AND MAINTENANCE AND INSPECTION AND RECORDS AND REPORTING AND COMPLIANCE AND ENFORCEMENT AND RESOLUTION AND APPEALS
- ⑱ PROPERTY BOUNDARY WITH SETBACK AND FENCE AND LANDSCAPING AND SIGNAGE AND LIGHTING AND SECURITY AND MONITORING AND ACCESS AND MAINTENANCE AND INSPECTION AND RECORDS AND REPORTING AND COMPLIANCE AND ENFORCEMENT AND RESOLUTION AND APPEALS AND REVIEW
- ⑲ PROPERTY BOUNDARY WITH SETBACK AND FENCE AND LANDSCAPING AND SIGNAGE AND LIGHTING AND SECURITY AND MONITORING AND ACCESS AND MAINTENANCE AND INSPECTION AND RECORDS AND REPORTING AND COMPLIANCE AND ENFORCEMENT AND RESOLUTION AND APPEALS AND REVIEW AND DECISION

**SITE DATA**

PROJECT NAME	PEACE RANCH PHASE 1
OWNER	PEACE RANCH PHASE 1 LLC
DESIGNER	KIMLEY-HORN
DATE	10/15/2010
SCALE	AS SHOWN
PROJECT LOCATION	10000 S. RIVER BLVD., SUITE 100, DENVER, CO 80231
PROJECT AREA	10000 S. RIVER BLVD., SUITE 100, DENVER, CO 80231
PROJECT TYPE	COMMERCIAL DEVELOPMENT
PROJECT PHASE	CONCEPT PLAN
PROJECT STATUS	PRELIMINARY WATER & SEWER CALCS
PROJECT DESCRIPTION	CONCEPT PLAN FOR PEACE RANCH PHASE 1, INCLUDING PRELIMINARY WATER & SEWER CALCULATIONS.
PROJECT CONTACT	JOHN D. HORN, P.E., 10000 S. RIVER BLVD., SUITE 100, DENVER, CO 80231, (303) 733-1000
PROJECT NOTES	1. THIS PLAN IS A PRELIMINARY CONCEPT PLAN AND IS NOT TO BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF KIMLEY-HORN. 2. THIS PLAN IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT AND THE STATE OF COLORADO. 3. THIS PLAN IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT AND THE STATE OF COLORADO. 4. THIS PLAN IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT AND THE STATE OF COLORADO.



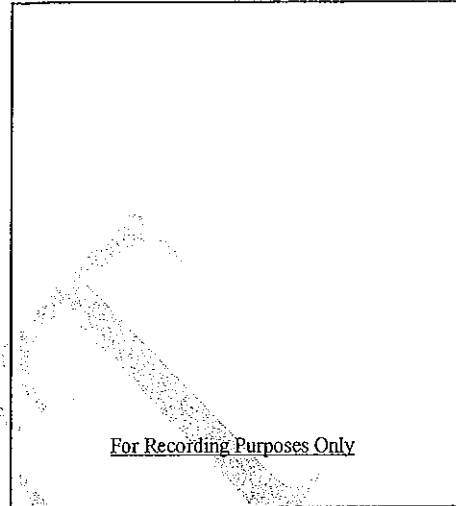
PEACE RANCH PHASE 1 CSP-1.0	CONCEPT PLAN		PRELIMINARY WATER & SEWER CALCULATIONS
--------------------------------	--------------	--	--

**EXHIBIT "C"**

**FORM OF EASEMENT**

**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

**Gerald T. Buhr, Esquire  
City Attorney  
City of Bowling Green, Florida  
104 E. Main Street  
Bowling Green, Florida 33834**



**GRANT OF EASEMENT**

**THIS GRANT OF EASEMENT**, made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, By, **HERITAGE LLC**, a Florida limited liability corporation whose address is PO Box 205, Bowling Green, FL 33576-0205, its successors and assigns, hereinafter referred to as "Grantor," and to the **CITY OF BOWLING GREEN, FLORIDA**, a Florida Municipality located at 32819 Pennsylvania Avenue, Bowling Green, FL 33576, its successors and assigns, hereinafter referred to as "Grantee".

**WITNESSETH**

That the said Grantor, for and in consideration of ten and 00/100 dollars (\$10.00), and other good and valuable consideration to it in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by this instrument does hereby grant, bargain, sell and convey to Grantee, a utility easement ("Easement"), in perpetuity, for all reasonable potable water, reclaimed water, drainage, and wastewater utility uses including, but not limited to, the right of ingress and egress thereto, the construction, installation, operation, maintenance, repair, extension, enlargement, reconnection, alteration and replacement of water, wastewater, drainage and reclaimed water facilities and appurtenances, including, without limitation, the right to reconstruct, improve, extend, add to, change the size of, or remove water, wastewater, drainage and reclaimed utility facilities and appurtenances, including without limitation, mains, lines, services, meter boxes (including valves), fittings, hydrants and appurtenances, and all sewer force mains, gravity lines, manholes, laterals (including valves), service lines, lift stations, and related facilities, as well as the right to extend water, wastewater, drainage or reclaimed water mains, lines and related facilities to serve any person, or other entity over, in, through and under a portion of the property with a physical address of \_\_\_\_\_, **Bowling Green, FL 33576**, and a **Tax ID #** \_\_\_\_\_, more specifically described below (hereinafter, "Easement Area"):

See Legal Description Attached as Exhibit "1"

In areas where Grantee does not use the surface of the Easement Area, the Grantor retains, reserves, and shall maintain and continue to enjoy the use of the Easement Area. Such Grantor uses shall include any and all purposes not prohibited herein or uses which do not interfere with Grantee's present or reasonable future use of the subject Easement. Such rights shall include Grantor's right to grant easements for the furnishing of utility services other than potable or reclaimed water service or wastewater service, or to grant rights of way to government. Provided, however, that every such grant of easements or rights of way to others shall be on the express condition that the grantee therein shall not impair or interfere with the use, occupation and enjoyment of the Easement Area by Grantee herein, nor require the Grantee herein to move, replace, adjust, alter or modify any of its facilities, and that the grantee therein shall be liable to the Grantee herein for any injury or damage by the grantee therein to any facilities of Grantee herein by that grantee's activities in the Easement Area. Should Grantor, or its successors or assigns change the grade above Grantee's installed facilities, or perform any construction on the surface of the Easement Area which is permitted hereunder, which change in grade and or construction interferes with or requires the lowering, relocation and/or protection of Grantee's installed facilities (such protection to include but not be limited to the construction of a vault to protect the pipes), such lowering, relocation and/or protection shall be performed at the sole cost and expense of Grantor, its successors or assigns. Also provided that Grantor shall maintain the surface of the Easement Area such that it does not cause or create any public nuisances or dangerous conditions, nor violate any laws or covenants.

No structure or improvement shall be constructed in the Easement Area by Grantor other than standard sidewalks, driveways or streets, including without limitation, a prohibition of boundary walls, fences, buildings, or any other form of structure not specifically allowed herein. Also prohibited as Grantor use are cement or asphalt parking areas (other than standard-sized driveways or streets), sidewalks wider than five (5) feet, any form of cement slab other than the standard sized streets, driveways or sidewalks allowed herein. Also prohibited are trees and bushes, or any vegetation other than grass.

Provided further that, if at any time in the future any portion of any cement or asphalt driveways, streets or sidewalks allowed herein, or areas sodded with cultivated grasses, shall be destroyed or damaged by Grantee as a result of Grantee's activities within the foregoing described Easement Area, Grantee's sole obligation under this Easement is to restore the surface of the Easement Area according to standard industry practices for such repairs, except that such obligation shall be limited to the replacement of dirt to previous grade, cultivated sod replacement, and repair or replacement of the standard sidewalks, streets or driveways that are allowed herein. Grantee shall have no obligation to repair or replace sidewalks, streets or driveways constructed of, or containing materials other than asphalt or cement. Grantee shall also have no obligation to replace or repair any form of ornamentation in allowed sidewalks, streets or driveways. Except for grassed areas containing common cultivated sod, Grantee's sole obligation for replacement of grass shall be to spread common grass seed.

Grantor warrants that it owns the aforesaid described real property free and clear of any liens, encumbrances, or covenants which would impair the Grantee's ownership, use or enjoyment of the Easement granted herein; that Grantor has the authority to grant this Easement, and hereby binds itself, its successors and assigns, to warrant and forever defend the above described Easement and the rights herein conferred against any person or legal entity

whomsoever; and the Grantor' signatory below warrants that he/she has the authority to bind the Grantor to this Easement.

**IN WITNESS WHEREOF**, the said Grantor has caused these presents to be signed in its name by its duly authorized and proper officers, under authority duly vested in them by said corporation, and its corporate seal to be affixed, attested by its secretary, the day and year above written.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Witnesses Signature*

\_\_\_\_\_  
*Witnesses Printed Name*

\_\_\_\_\_  
*Witnesses Signature*

\_\_\_\_\_  
*Witnesses Printed Name*

By: \_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **Jonathan Solin** as **Manager** for **PEACE RANCH LLC**.

**WITNESSETH** my hand and official seal in the state and county named below.

Notary Public, State of \_\_\_\_\_, County of \_\_\_\_\_

(Seal)

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Personally Known, OR  Produced Identification

Type of Identification Produced \_\_\_\_\_

**EXHIBIT "1"**  
**EASEMENT AREA**

*Survey(s) with metes and bounds legal description of actual easement area(s) to be provided by Developer at Developer's expense*

DRAFT

**EXHIBIT "D"**

<p><b>THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:</b></p> <p><b>Gerald T. Buhr, Esquire City Attorney City of Bowling Green, Florida 104 E. Main Street Bowling Green, Florida 33834</b></p>	<p><b>For Recording Purposes Only</b></p>
---	---

**SUBORDINATION OF INTEREST IN PROPERTY BY INTERESTED PARTIES**

The undersigned as an inducement for City to enter into this Utility Service Agreement with \_\_\_\_\_, does hereby join in the execution of this Utility Service Agreement for the purpose of subordinating each and every interest of the undersigned herein to the interests of the City under the Utility Service Agreement and the easement granted pursuant thereto concerning that certain real property more particularly described in Exhibit "A" attached hereto and made a part hereof.

Signed, sealed and delivered before these witnesses:

(Name of Company in caps)

\_\_\_\_\_  
(Signed)

By: \_\_\_\_\_  
(Type or print name and title)

\_\_\_\_\_  
(Printed)

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Printed)

**STATE OF \_\_\_\_\_**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_, Inc.

**WITNESSETH** my hand and official seal in the state and county named below.

Notary Public, State of \_\_\_\_\_, County of \_\_\_\_\_

\_\_\_\_\_  
(Seal)

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Personally Known, OR  Produced Identification

Type of Identification Produced \_\_\_\_\_

DRAFT

**EXHIBIT E**  
**SUMMARY OF CHARGES**

In order to further induce the City to provide municipal services, Developer hereby agrees to abide by the provisions of this Exhibit E and to pay to the City, in accordance with the terms and conditions set forth below and within the body of the Agreement, the sums of money set forth herein, together with such other charges as are hereafter provided for by law. The City shall charge any other rates, fees and charges lawfully authorized by ordinance or resolution of the City Commission, as amended from time to time.

1. **Water and Wastewater Capacity Fees:** Developer acknowledges and agrees that the final capacity fees shall be whatever charges are approved by the City Commission as of the date permanent (not construction) service is provided for structures having received COs as may be evidenced by full execution of Exhibit "G" to this Agreement.

- a. Water Capacity Fee: 5,650 gpd / \_\_\_\_\_ \* \_\_\_\_\_ gallons per ERC X \$ \_\_\_\_\_ \* \_\_\_\_\_ per ERC = \$ \_\_\_\_\_ \* \_\_\_\_\_.
- b. Sewer Capacity Fee: 5,650 gpd / \_\_\_\_\_ \* \_\_\_\_\_ gallons per ERC X \$ \_\_\_\_\_ \* \_\_\_\_\_ per ERC = \$ \_\_\_\_\_ \* \_\_\_\_\_.

**\*To be determined in capacity fee study commissioned by the City, then this sheet will be completed.**

2. **Reimbursement of Costs:** Upon the execution of this Agreement, Developer shall pay to City a deposit in the amount of \$3,000 to assure payment of the City's legal, administrative, engineering & inspection costs. The actual costs may be more or less depending on the circumstances, and Developer agrees to pay periodic invoices for those expenses. Failure to pay said invoices shall be cause for the City to stop work for or by the Developer on the project. Any excess deposit shall be refunded, and continuing utility service shall be subject to paying any amounts in excess of the deposit.

3. **Tap-in charges.** Developer to provide water and wastewater taps to City Specifications and performed under City inspection.

4. **Meter installation fees.** Developer to provide water and wastewater meter assemblies to City Specifications and performed under City inspection. Meter fees are as follows:

- a. Water Meter: \$ \_\_\_\_\_.
- b. Wastewater Meter: \_\_\_\_\_.

5. **Water Service Deposit:** \$ \_\_\_\_\_

6. **Wastewater Service Deposit:** \$ \_\_\_\_\_



**EXHIBIT "F"**

**AUTHORIZATION TO COMMENCE CONSTRUCTION OF UTILITY FACILITIES**

*The following checklist is for convenience only. Additional approvals may be required until the document is fully executed.*

<b>X</b>	<b>Tasks</b>	<b>Person Responsible</b>
	1. Utility Plans approved	City Utilities Engineer; Water Commissioner Public Works Director. City Attorney
	2. Streets, Drainage and plans other than Utilities approved	City Drainage and Streets Engineer; Streets Commissioner Public Works Director.
	3. Utility Agreement completed and signed by all parties	Mayor & Commission City Attorney City Utilities Engineer; Water Commissioner City Drainage and Streets Engineer; Streets Commissioner Public Works Director.
	4. Site Plan and Preliminary Plat approved	Mayor & Commission City Attorney Water Commissioner City Drainage and Streets Engineer; Streets Commissioner Public Works Director.
	5. Any necessary land use approvals granted.	Mayor & Commission City Attorney City Land Use Consultant Water Commissioner City Drainage and Streets Engineer; Streets Commissioner Public Works Director.
	6. Proof of outside regulatory approvals (DEP, SWFWMD, DEO, Dade City Permitting) received and reviewed.	Utilities Engineer; Streets Engineer; Water Commissioner; Clerk; Public Works Director. Land Use Consultant
	7. All prepayments received (\$3,000 deposit for City professional fees, construction water meter charge and deposit, capacity fees, other impact fees, etc)	Clerk, Water Commissioner.

8.	City Acceptance of Flows signed	Public Works Director; Water Commissioner.
9.	Easements required are signed and recorded.	City Attorney; Clerk
10.	Developer and its contractor have held a pre-construction meeting to coordinate inspections and progress approvals.	Utilities Engineer; Streets and Drainage Engineer; Public Works Director; Clerk.
11.	Pipe, hydrants, other materials, supplies and equipment for construction of the Utility Facilities have been reviewed for compliance with Utility Specifications (shop drawing review process)	Utilities Engineer; Streets and Drainage Engineer (if applicable); Public Works Director; Clerk.
12.	Hydraulic Model or Letter	Utility Engineer; Public Works Director; Clerk.
13.	Letter from Engineer of Record certifying the Design complies with the City's Specifications.	Utility Engineer; Water Commissioner; City Attorney; Clerk.

**Approved by:**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Engineer for Utilities

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Public Works Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

**EXHIBIT "G"**  
**FINAL APPROVAL FOR UTILITY SERVICE**

*The following checklist is for convenience only. Additional approvals may be required until the document is fully executed.*

<b>X</b>	<b>Tasks</b>	<b>Person Responsible</b>
	1. Completion of all roads and grading nearby utility system such that further construction and compaction will not affect facilities.	Developer, Streets Commissioner and Engineer
	2. Review and spot-verification of Developer's Engineer's draft Record (as-built) Drawings as to construction complying with specifications, and accuracy of locations and GPS coordinates.	Public Works Director. Developer's Engineer; City Utilities Engineer
	3. Observe pressure test of water mains up to and including pressure to curb stops for all units.	Developer's Engineer, City Utilities Engineer, Public Works Director.
	4. Receive written results of bacteriological exams completed and provided to DEP and pressure test results. Pressure test form fully executed.	Utilities Engineer; Clerk
	5. Florida Department of Environmental Protection "Main Clearance" received. City reviews it for any limitations or exceptions.	Utilities Engineer; Clerk
	6. Record Drawings as described in the Agreement.	Utilities Engineer; Streets Engineer; Water Commissioner; Streets Commissioner; Public Works Director. Clerk;
	7. Easement documents received and reviewed by City Attorney as to content and City Engineer/surveyor as to location and legal descriptions.	City Attorney City Utilities Engineer, and Streets/Drainage Engineer
	8. Receive drawings of approved As-Built and easements showing actual easements granted by Developer to ensure that as-built lines were constructed within easements	City Attorney City Utilities Engineer, and Streets/Drainage Engineer; Public Works Director.
	8. Itemized list of materials used in construction of water facilities with costs for City Books on City form.	City Attorney City Utilities Engineer, and Streets/Drainage Engineer; Clerk
	9. Releases of all liens, and/or waivers of liens from all contractors, subcontractors and materialmen providing materials of services for the water facilities, to the satisfaction of City Attorney.	City Attorney
	10. Title to all property transferred to the City, in a	City Attorney

		form satisfactory to City Attorney.	
	11.	City verifies compliance all City ordinances, Developer Agreement, and payment of all fees and charges.	Clerk
	12.	Backflow prevention device certifications (as applicable.	Utilities Engineer; Public Works Director; Clerk.
	13.	Satisfactory continuity test of tracer wire	Utilities Engineer, or Public Works Director
	14.	Satisfactory fire hydrant flow test	Utilities Engineer, or Public Works Director.

**Approved by:**

\_\_\_\_\_  
Water Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Engineer for Utilities

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Public Works Director

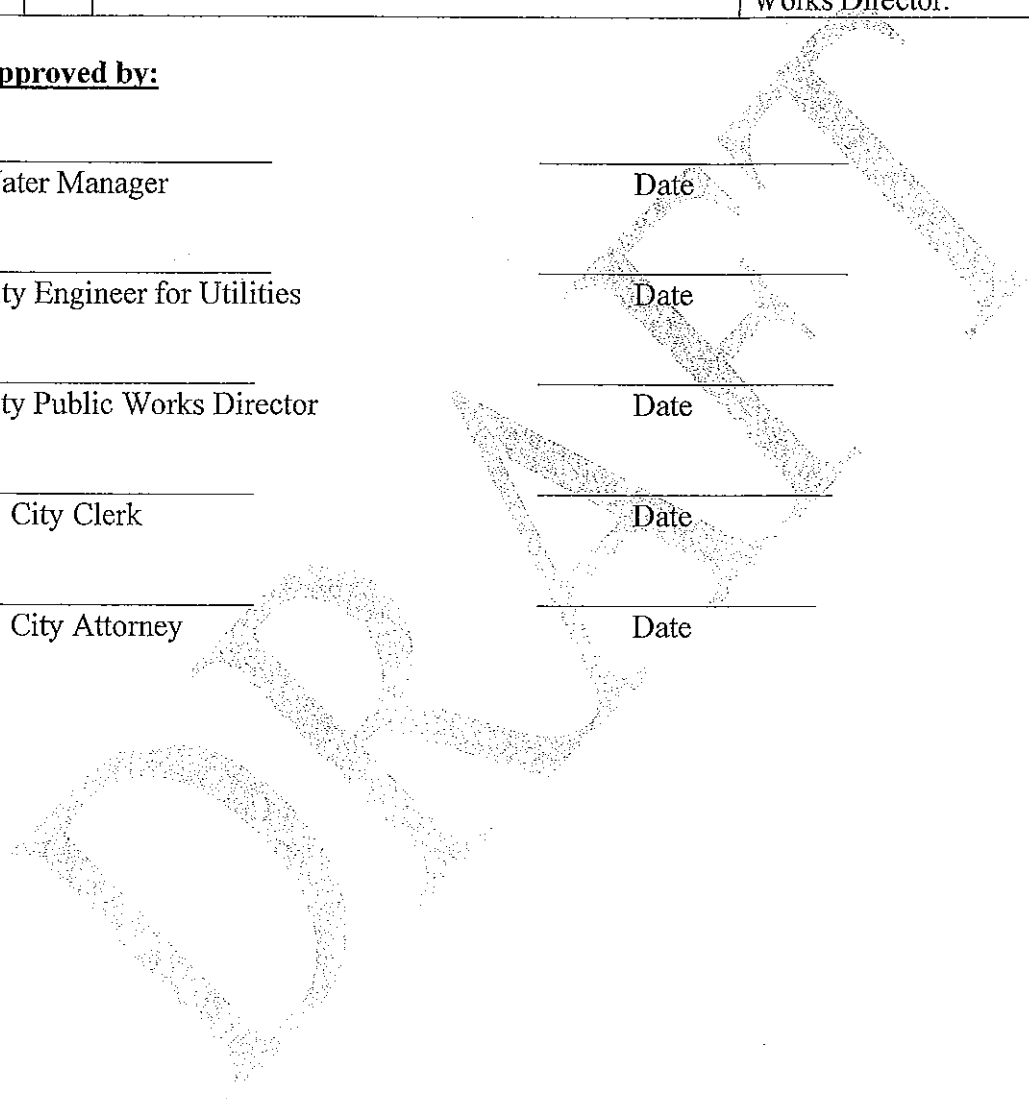
\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Attorney

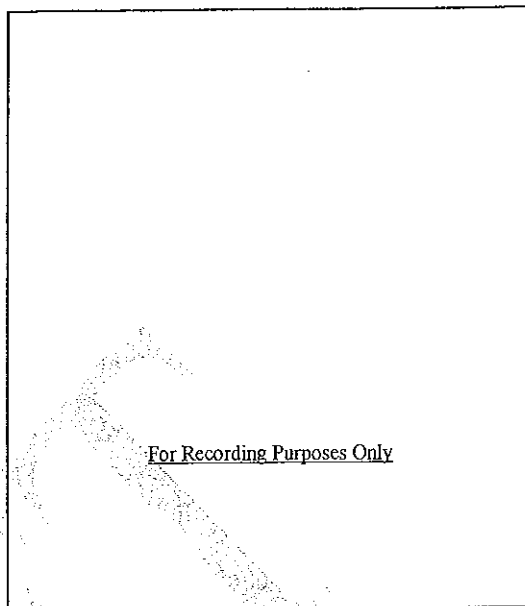
\_\_\_\_\_  
Date



**EXHIBIT "H"**

**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

**Gerald T. Buhr, P.A.**  
**City of Avon Park, Florida**  
**110 East Main Street**  
**Avon Park, FL 33825**  
**(863) 452-4403**



**AGREEMENT TO ANNEX PROPERTY**

This Agreement is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, a Florida corporation, whose address is \_\_\_\_\_, and its successors and assigns (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

**WITNESSETH**

Owner, for and in consideration of the future receipt of water and wastewater utility service, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby agree and covenant to annex the property described IN Exhibit "1" attached hereto ("Property"), into the boundaries of the City.

Owner petitions to voluntarily annex the Property whenever annexation of the Property is deemed lawful by the City, in its sole discretion. The City would not otherwise provide utility service to the Owner but for the expectation that the Property would be annexed when it deems such annexation is lawful. Owner, and any successors, assigns by way of sale of the whole Property, parcels of property, sale of lots through subdivision or any other portion of the Property, all agree to voluntarily allow annexation by the City, and shall execute any documents necessary to accomplish that annexation into the City, and shall in no way hinder or delay such annexation. Owner, and all successors and assigns, understand that this Agreement is perpetual, and is not revocable, and binds the Owner, its, successors and assigns. It is expressly understood and agreed that the terms, covenants, and conditions of this Agreement shall be and constitute covenants running with and binding on the Property described herein including any lots or parcels resulting from subdividing and shall constitute an obligation on any such individual subdivided lots or parcels, regardless of title or ownership, and regardless of any other future changes in ownership or characteristics that may take place.

Owner agrees that if Owner breaches this Agreement, the City's loss of potential future taxes from Owner's project and future annexations based from Owner's parcel would be substantial, and agrees that the City would be entitled to damages for such losses, along with all legal and equitable remedies available under the law, as well as all attorney fees and costs, including without limitation paralegals and expert witnesses, and including appellate attorney fees and costs, to the prevailing party.

The City's promise to provide water and wastewater service is contingent upon a future City utility construction and service agreement whereby the Owner will agree, among other things, to construct or pay for any facilities necessary to convey the water to, or wastewater from, any individual buildings to the City's existing utility facilities, and to comply with and pay any charges required by the City codes and ordinances, and to perform any other requirements for utility service required by city code or other city, state or federal laws, rules and policies. This Agreement does not reserve capacity in any utility facilities for the project, and availability and scheduling of availability or utility capacity and service can only be accomplished through a separate utility construction and service agreement provided by the City when the Owner is ready to contemplate development of the Property.

Signed, sealed and delivered before these witnesses:

**PEACE RANCH LLC**

\_\_\_\_\_  
(Signed)

By: \_\_\_\_\_  
John Solin, Manager

\_\_\_\_\_  
(Printed)

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Printed)

**STATE OF FLORIDA  
COUNTY OF HARDEE**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **Jonathan Solin** as **Manager** for **PEACE RANCH LLC**.

**WITNESSETH** my hand and official seal in the state and county named below.

(Seal)

Notary Public, State of \_\_\_\_\_,  
County of \_\_\_\_\_  
Signature: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Personally Known, OR  Produced Identification  
Type of Identification Produced \_\_\_\_\_

DRAFT

**EXHIBIT 1**  
**PROPERTY TO BE ANNEXED**

DRAFT



## WLawrence

---

**From:** Joshua Bell <jbell@blvckdot.com>  
**Sent:** Monday, February 8, 2021 1:19 PM  
**To:** WLawrence  
**Subject:** RE: AT&T - 501 W Jones St. - 10080736 - 63656  
**Attachments:** 63656 Sample Amendment.pdf; 63656 Amendment Economic Terms.pdf

Hi Bill,

I heard back from AT&T and have attached the economic terms, as well as the sample amendment with language updates for your review. AT&T is needing updated Permitted Use rights, but keep in mind Sec 5.1 (shown below) of the 1<sup>st</sup> Amd stays intact. Please call me if you have any questions

1<sup>st</sup> AMD - Paragraph 5.1 - Lessee's Obligations is amended to include that in the event Lessee's Antenna Facilities should cause damage to Lessor's water tank, that Lessee, upon thirty (30) days written notice from Lessor, shall correct or repair the problem. Lessee's failure to correct or repair the problem within the thirty (30) days of Lessor's written notice, shall be cause for Lessor, in its sole discretion, to terminate the Lease or allow for Lessee to remain and continue to correct the problem. Lessee agrees to pay reasonable attorney fees and costs ("Legal Fees") incurred by Lessor, if such Legal Fees are a direct result of Lessee's default of this provision.

**Josh Bell**  
**Area Vice President**



M: 949.271.7834 • [www.BLVCKDOT.com](http://www.BLVCKDOT.com)

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential, proprietary and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you receive this in error, please contact the sender and delete material from all computers.

**From:** Joshua Bell  
**Sent:** Tuesday, February 2, 2021 3:47 PM  
**To:** WLawrence <wlawrence@bowlinggreenfl.org>  
**Subject:** RE: AT&T - 501 W Jones St. - 10080736 - 63656

No sweat – I just got back in from being out as well.

Are you in on Friday?

**Josh Bell**  
**Area Vice President**



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**AT&T LEASE OPTIMIZATION TERM SHEET**

**To:** Bill Lawrence  
**From:** Joshua Bell, Lease Consultant      Landlord Initial: \_\_\_\_\_  
**Subject:** WS-63656.1  
**Date:** 2/8/2021      Tenant Initial: \_\_\_\_\_  
**Version:** AT&T Traditional Program (V.1.0.5)

I would like to thank you for the many years that you have been a landlord with AT&T or its predecessors. We have shared a mutually beneficial relationship which AT&T has truly appreciated.

AT&T is actively reviewing its portfolio of sites to determine ways to make its network more efficient and economical. Specifically, AT&T is requesting a rent reduction for the site located at:  
**501 W Jones St., Bowling Green, Florida, 33834**

<b>Date of New Amendment:</b>	<b>7/1/2021</b>
-------------------------------	-----------------

<b>New Rent</b>		<b>Year(s)</b>	<b>Monthly</b>
A.	New Base Rent	\$3,000.00	Yr 1 : \$3,000.00
B.	New Rent Frequency	Monthly	Yr 2 : \$3,060.00
C.	New Escalation	2.00%	Yr 3 : \$3,121.20
D.	New Escalation Frequency	Annually	Yr 4 : \$3,183.62
			Yr 5 : \$3,247.30
			Yr 6 : \$3,312.24
			Yr 7 : \$3,378.49
			Yr 8 : \$3,446.06
			Yr 9 : \$3,514.98
			Yr 10 : \$3,585.28
			Yr 11 : \$3,656.98
			Yr 12 : \$3,730.12
			Yr 13 : \$3,804.73
			Yr 14 : \$3,880.82
			Yr 15 : \$3,958.44

**Other**

- A. Verify or write in the correct legal ownership for this Site.      **Is this correct? Yes / No**  
**City of Bowling Green**
  
- B. Verify or write in the correct physical address for this Site.      **Is this correct? Yes / No**  
**501 W Jones St., Bowling Green, Florida, 33834**
  
- C. Verify or write in the correct address for notice and correspondence.      **Is this correct? Yes / No**  
**City of Bowling Green, P.O. Box 608, Bowling Green, Florida, 33834**

\*\*This proposal is not a binding commitment and is subject to review and approval of documentation by all parties. Participating in this program is not required and AT&T will continue to abide by the terms of your original Lease Agreement, including exercising termination rights where they exist.

## [[NUMBER]] AMENDMENT TO LEASE AGREEMENT

THIS [[NUMBER]] AMENDMENT TO LEASE AGREEMENT ("**Amendment**") dated as of the later date below is by and between [[Landlord Vesting]], having a mailing address at [[Landlord Address]] (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Boulevard NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "**Tenant**").

**WHEREAS**, Landlord (or its respective predecessor-in-interest) and Tenant (or its respective predecessor-in-interest) entered into a Lease Agreement dated [[Lease Execution Date]], as amended by \_\_\_\_\_ (hereinafter, collectively referred to as the "**Agreement**"), whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at [[Site Address 1]], [[Site Address 2]], [[Site City]], [[Site State]] [[Site ZIP]]; and

**WHEREAS**, the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

**WHEREAS**, Landlord and Tenant desire to amend the Agreement to extend the term of the Agreement; and

**WHEREAS**, Landlord and Tenant desire to amend the Agreement to adjust the Rent in conjunction with the modifications to the Agreement contained herein; and

**WHEREAS**, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

**WHEREAS**, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Extension of Term.** The Term of the Agreement shall be extended to provide that the Agreement has a new extension term of five (5) years ("**New Extension Term**") commencing on [[New Term Commencement Date]]. [[As of the commencement of the New Extension Term, the existing Term and any extensions thereof, as applicable, shall be void and of no further force or consequence.]] The Agreement will automatically renew, commencing on the expiration of the New Extension Term, for up to [[\_\_\_\_]] ( ) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an "**Additional Extension Term**" and each such Additional Extension Term shall be considered an Extension Term under the Agreement), upon the same terms and conditions of the Agreement, as amended herein, unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the New Extension Term or the then current Additional Extension Term. The New Extension Term and the Additional Extension Term are collectively referred to as the Term ("**Term**"). Landlord agrees and acknowledges that except that as such permitted use or other rights may be amended herein, Tenant may continue to use and exercise its rights under the Agreement as permitted prior to the New Extension Term.

2. **Termination.** In addition to any rights that may exist in the Agreement, Tenant may terminate the Agreement at any time with ninety (90) days prior written notice to Landlord for any or no reason.

3. **Modification of Rent.** Commencing on [[New Rent Commencement Date]], the Rent payable under the Agreement shall be \$[[New Base Rent]] per [[month]] [[year]], and shall continue during the Term, subject to adjustment, if any, as provided below. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount.

4. **Future Rent Increase [[Monthly Payments]].** The Agreement is amended to provide that commencing on [[New Escalator Commencement Date]], Rent shall increase by [[xxx]] percent (xxx%) over the Rent paid during the previous year and on an annual basis thereafter.

5. **Permitted Use.** Tenant, its personnel, invitees, contractors, agents, or assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon, or relocate the same within the Premises at any time during the term of the Agreement for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services or for any other reason. Landlord shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Landlord does not comply with the terms of this section, in addition to any other rights it may have at law, Tenant may terminate the Agreement and shall have no further liability to Landlord. If Landlord does not comply with the terms of this section, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant. In the event Tenant proposes to install additional antennas or equipment that increases the structure weight, Tenant shall provide a passing third-party structural analysis, at Tenant expense.

6. **Acknowledgement.** Landlord acknowledges that: 1) this Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this Amendment and the underlying Agreement and, prior to execution of this Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this Amendment and to have counsel review the terms and conditions of this Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

7. **Notices.** The notice provision set forth in Section [ ] of the Agreement is deleted in its entirety, and the following is inserted in lieu thereof:

All notices, requests, payments of rent, demands, and other communications required or permitted hereunder shall be in an electronic writing and shall be deemed given if sent by electronic mail to the following addresses, with the following identifying information:

If to Landlord, to:

[Landlord Email Address]

Site Name: [ ]

Site No.: [ ]

Fixed Asset No.: [ ]

If to Tenant, to:

TowerNotices@list.att.com

Site Name: [\_\_\_\_\_]

Site No.: [\_\_\_\_\_]

Fixed Asset No.: [\_\_\_\_\_]

8. **Emergency 911 Service.** In the future, without the payment of additional Rent, or any other consideration, and at a location mutually acceptable to Landlord and Tenant, Landlord agrees that Tenant may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

9. **Memorandum of Lease ("MOL").** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

10. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of the Agreement.

11. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

12. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE]

**IN WITNESS WHEREOF**, the parties have caused their properly authorized representatives to execute and seal this Amendment on the date and year below.

**LANDLORD:**

**TENANT:**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**

## GRANT ADMINISTRATION AGREEMENT

**THIS AGREEMENT**, effective this 16th day of February, 2021, by and between **CITY OF WAUCHULA**, 126 S. 7th Avenue, Wauchula, Florida 33873, the **CITY OF BOWLING GREEN**, PO Box 608, Bowling Green, Florida 33834, the **TOWN OF ZOLFO SPRINGS**, PO Box 162, Zolfo Springs, Florida 33890, and **HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS**, 412 W Orange St, Suite 103, Wauchula, Florida 33873 (collectively the “Applicants”), and **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, 107 East Main Street, Wauchula, Florida (the “IDA”).

**WHEREAS**, each party signing below are units of local government that serve the needs of the various communities and persons located in Hardee County, Florida, and are authorized by Section 163.01, Florida Statutes, to utilize their powers and resources in the most efficient way possible;

**WHEREAS**, the Applicants entered into a grant award agreement with the Hardee County Economic Development Authority on February 16, 2021 for a water and sewer utilities feasibility study, a copy of which is attached hereto as Exhibit A (the “Grant Agreement”); and

**WHEREAS**, the Applicants desire for the IDA to provide funding and assistance for the study described in the Grant Agreement (the “Project”), and the IDA agrees to providing funding and assistance for the Project pursuant to the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the parties agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Services. IDA shall provide general grant administration services for the Project. It is expressly understood that this Grant Administration Agreement is subject to, and conditioned upon, the approval, execution, and continuity of the Grant Agreement. No material change in the Project scope or funding shall be valid or enforceable against IDA without the prior written approval of the IDA.
3. Funding. IDA agrees to provide front-end funding for the Project in an amount not to exceed \$300,000. Applicants agree that the IDA shall be the entity entitled to reimbursement of funds from the Hardee County Economic Development Authority for the Project.
4. Term and Termination. The term of this Grant Administration Agreement shall be from February 16, 2021, through the later of (i) the closeout of the grant awarded under the Grant Agreement or (ii) two years after the effective date of this Grant Administration Agreement. This Grant Administration Agreement may be terminated by IDA or the collective Applicants with thirty days advanced written notice to the other.



5. Cooperation. The Applicants, collectively and individually, agree to assist the IDA as is reasonably necessary for the IDA to receive reimbursement of expended funds and to administer the Project. This paragraph shall survive the expiration or termination of this Grant Administration Agreement.

6. Exclusive Agreement. This Grant Administration Agreement constitutes the entire and exclusive agreement between Applicants and IDA with reference to the Project. This Grant Administration Agreement supersedes any and all prior documents, discussions, communications, representations, understandings, negotiations, or agreements by and between the parties.

7. Notices. Any notices hereunder shall be provided by hand-delivery, certified U.S. Mail (return receipt requested), or by a nationally recognized delivery service (with proof of delivery) to the other party in writing at the address specified below:

*For Applicants:*  
Hardee County BOCC  
Attn: County Manager  
412 West Orange Street, Room 103  
Wauchula, Florida 33873

*For IDA:*  
Hardee County IDA  
Attn: Executive Director  
107 East Main Street  
P.O. Box 458  
Wauchula, Florida 33873

8. Public Records. All documents, including but not limited to, letters, memos, e-mails, plans, specifications, maps, evaluations, reports, and other records relating to the Project prepared or developed under this agreement may be considered public records subject to disclosure to the public pursuant to Chapter 119, Florida Statutes. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may provide the first party with seven days written notice of an intent to terminate this agreement, during which period if the first party fails to allow access to such public records, the agreement may be terminated by the other party.

9. Liability. The parties hereto, their respective officials, officers, and employees, shall not be deemed to assume any liability for the acts, omissions, or negligence of any other party. The parties agree to be fully responsible their individual negligent acts or omissions or tortious acts which result in claims or suits against their respective jurisdictions and agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity, and nothing herein shall be construed as consent to be sued by third parties in any matter arising out of this agreement. Notwithstanding the foregoing, the Applicants hereto agree to indemnify the IDA for costs and funds expended relative to the services provided hereinunder.

10. Miscellaneous.

a. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effective the provisions of this agreement.

- b. This agreement shall be interpreted and governed according to the laws of the State of Florida. The parties stipulate that venue shall be in Hardee County.
- c. No amendments or variations of the terms or conditions of this agreement shall be valid unless in writing and signed by the parties.
- d. The invalidity or non-enforceability of any portion of provision of this agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed served from this agreement and the balance hereof constructed to be enforced as if this agreement did not contain such invalid or unenforceable portion.
- e. Every provision of law and clause required by law to be inserted in this document shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- f. The failure of either party to object or take affirmative action with respect to specific performance of terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of the violation or breach or of any future violation, breach, or wrongful conduct.
- g. This agreement may be executed in multiple copies, each of which shall be considered an original for all purposes.

IN WITNESS HEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement effective on the date first above written.

ATTEST:

\_\_\_\_\_  
Victoria Rogers, Clerk

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

CITY OF WAUCHULA

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_, Clerk

Its: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

CITY OF BOWLING GREEN

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_, Clerk

Its: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

TOWN OF ZOLFO SPRINGS

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_, Clerk

Its: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESSES:

HARDEE COUNTY INDUSTRIAL  
DEVELOPMENT AUTHORITY

\_\_\_\_\_

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

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

To: WLawrence <[wlawrence@bowlinggreenfl.org](mailto:wlawrence@bowlinggreenfl.org)>

Subject: Fw: FBC-LEO Spring Conference

Good afternoon, Mr. Lawrence! Is this something that I can participate in for the benefit of the City? Yet, it does have a \$150 fee attached to it.

-----Original Message-----

From: "Heidi Hogarth" <[hhogarth@flcities.com](mailto:hhogarth@flcities.com)>

To: [njones@bowlinggreenfl.org](mailto:njones@bowlinggreenfl.org)

Date: 02/20/21 14:07

Subject: FBC-LEO Spring Conference

Good Afternoon Commissioner Jones,

Commissioner Leo E. Longworth with the City of Bartow asked me to send this information to you regarding the Florida Black Caucus of Local Elected Officials.

**The FBC-LEO Spring Conference scheduled for March 18-19, 2021 is quickly approaching!** Do not hesitate to register for this two-day conference packed with valuable sessions, noteworthy speakers, two networking luncheons, the President's reception and President's dinner for the registration fee of \$150.00!

Please complete and return the attached registration form or refer to the following link for additional information about this conference. Also, please note we will be following the safety measures and social-distancing guidelines for your safety (daily temps, appropriate space distancing, etc.) at this conference.

If you are interested in attending, please give me a shout at 850-701-3605 and we can set up your information in the database and register you over the phone. Or, feel free to complete the attached and return to my attention.

This is a conference you don't want to miss. Hope to see you in Kissimmee in March!

## **2021 FBC-LEO Spring Conference Agenda** (subject to change)

### **Thursday, March 18, 2021**

9:00 a.m.- 5:00 p.m.      Registration

Open

9:00 a.m.- 10:00 a.m.      *Light Continental*

Breakfast

10:00 a.m.- 10:45 a.m.      Opening Address and Welcome

10:45 a.m.- 11:30 a.m.      Keynote Session: Building Stronger Cities: An Initiative of the Florida League of Cities  
and Spotlight on Affordable Housing

Keynote Speaker: *Tony Ortiz*, President of the Florida League of Cities and Commissioner,

City of Orlando

11:30 a.m.- 1:00 p.m.      Networking Luncheon

1:00 p.m.- 2:45 p.m.      Innovative Affordable Housing Projects and Solutions

3:00 p.m.- 4:30 p.m.      Economic Development: Building a Robust Economy

6:30 p.m.- 7:00 p.m.      President's Reception

7:00 p.m.- 9:00 p.m.      President's Dinner

## WLawrence

---

**From:** NKosi Jones <njones@bowlinggreenfl.org>  
**Sent:** Wednesday, February 24, 2021 3:57 PM  
**To:** WLawrence  
**Subject:** Re[2]: FBC-LEO Spring Conference

Ok. Understandable. From my understanding, it is an Annual Conference.

---

-----Original Message-----

**From:** WLawrence <[wlawrence@bowlinggreenfl.org](mailto:wlawrence@bowlinggreenfl.org)>  
**To:** "NKosi Jones" <[njones@bowlinggreenfl.org](mailto:njones@bowlinggreenfl.org)>  
**Date:** 02/24/21 15:40  
**Subject:** RE: FBC-LEO Spring Conference

Nkosi,

This would have to be approved by the commission. I can place it on the agenda for March for approval if you wish?

*William (Bill) Lawrence  
City Manager  
104 East Main Street  
PO Box 608  
Bowling Green, FL. 33834  
863-375-2255*



**Public Records** - Legal Notice Regarding E-Mail: Under Florida Law, email and email addresses sent to this firm regarding matters related to government clients are public records. If you do not want your email or email address released in response to a public-records request, do not send electronic email to this entity. Instead, contact this office by phone

---

**From:** NKosi Jones <[njones@bowlinggreenfl.org](mailto:njones@bowlinggreenfl.org)>  
**Sent:** Wednesday, February 24, 2021 12:24 PM

Dinner Speaker: *Clarence E. Anthony*, CEO and Executive Director of the National League of Cities

**Note:** guest dinner ticket: \$50.00

Friday, March 19, 2021

8:00 a.m.- 3:00 p.m.	Registration Open
8:00 a.m.- 9:00 a.m.	<i>Light</i> Continental Breakfast
9:00 a.m.- 10:00 a.m.	Communicating to our Community in Difficult Times: COVID Outreach
10:15 a.m.- 11:45 a.m.	Promoting the Local Economy: The Roles of MBEs, CRAs and CVBs in Minority Business Programs
11:45 a.m.- 1:00 p.m.	Networking Luncheon
1:00 p.m.- 3:00 p.m.	Closing Keynote Address: Respecting Differences for Cultural Competence Keynote Speaker: <i>Darrell Butler</i> , President of BC Innovations
3:00 p.m.	Conference adjourns

Heidi S. Hogarth  
Meeting Planner  
Florida League of Cities, Inc.  
850.701.3605  
[www.flcities.com](http://www.flcities.com)



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VOICES  
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**CITY OFFICIALS**  
Bill Lawrence, City Manager  
Maria Carmen Silva, City Clerk  
John Scheel, Police Chief  
Gerald Buhr, City Attorney



P.O. Box 608, 104 E. Main Street  
Bowling Green, FL 33834-0608  
(863) 375-2255, Fax (863) 375-3362

**COMMISSIONERS**  
Duane Gardner, Mayor  
Sam Fite, Vice Mayor  
David Durastanti  
Cliff Lunn  
N'kosi Jones

3.02/21

I was called to the Train Depot this morning by Amy Prine with concerns about renting the facility out to the public with material inside that could be a safety hazard. When I arrived, I noticed safety issues such as electrical outlets with no face plates and no exit sign.

Amy said that prior to my arrival over two years ago FMIT did a safety inspection and found the following issues need to be corrected before the facilities could be used. These issues are the following.

- Handicap door handles which are not possible due to the age of the 5 doors.
- Handicap Ramp
- Handicap parking spaces
- Emergency exit lighting
- Bathrooms are too small to make handicap accessible.

If this facility is to be utilized by the public. We need to get a cost estimate for repairs to make it compliant. We may be able to utilize some CRA funds?





**CITY OFFICIALS**

**William Lawrence, City Manager**  
**Maria Carmen Silva, City Clerk**  
**John Scheel, Police Chief**  
**Gerald Buhr, City Attorney**

**COMMISSIONERS**

**Duane Gardner, Mayor**  
**Sam Fite, Vice Mayor**  
**David Durastanti**  
**Cliff Lunn**  
**Nkosi Jones**

03/03/2021

To the City of Bowling Green Commission:

It is a bittersweet announcement for me to let you know of my resignation. I have been offered the Mangers position with Lady Lake. Working as your City Manager for the past couple of years has been a great experience. I have enjoyed the people and the work. I am proud of our accomplishments in just two years.

- Hurricane Irma close out
- Centanino Park FRDAP close out
- Oversight and close out of the sewer plant construction
- Oversight and close out of the Nano filtration system at the Water Plant
- Simplifying the Budget prosses and having 2 months reserve in the General Fund
- Obtaining our first partnership for water and wastewater operations with Inframark
- Close out and new construction for road resurfacing under the SCOP program
- Obtaining the FRDAP Main Street Park Grant
- Obtaining the EDA Recreation Grant for Pyatt Park renovations
- New Safety Program Initiative to reduce workplace injuries currently there is Zero reported injuries.
- General Fund and Enterprise Funds built up
- Great Audit Report

The last day of my service to Bowling Green will be on 3/26/2021.

Sincerely,

William Lawrence

**CITY OF BOWLING GREEN**  
**Statement of Revenue and Expenditures** 3/2/2021 2:39pm  
 Revised Budget  
 For General Fund (01)  
 For the Fiscal Period 2021-5 Ending February 28, 2021

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>Revenues</b>					
<b>Revenues</b>					
01-00-2424	0.00 \$	0.00 \$	0.00 \$	0.00 \$	0.00%
01-00-3010	25,105.83	7,288.30	301,270.00	182,311.91	39.49%
01-00-3011	0.00	0.00	0.00	0.00	0.00%
01-00-3041	2,632.42	0.00	31,589.00	13,122.46	58.46%
01-00-3042	487.50	0.00	5,850.00	2,322.43	60.30%
01-00-3110	9,166.67	8,218.30	110,000.00	35,225.07	67.98%
01-00-3141	9,583.33	10,869.63	115,000.00	46,386.94	59.66%
01-00-3142	2,573.58	2,489.89	30,883.00	13,957.40	54.81%
01-00-3143	3,441.67	3,532.02	41,300.00	17,008.24	58.82%
01-00-3148	833.33	670.08	10,000.00	3,676.82	63.23%
01-00-3210	166.67	111.50	2,000.00	687.80	65.61%
01-00-3211	250.00	390.00	3,000.00	2,460.00	18.00%
01-00-3352	12,133.50	13,409.55	145,602.00	67,047.75	53.95%
01-00-3354	83.33	195.25	1,000.00	469.74	53.03%
01-00-3355	16.67	0.00	200.00	0.00	100.00%
01-00-3356	8,602.00	8,235.87	103,224.00	30,297.77	70.65%
01-00-3357	17,416.67	28,987.37	209,000.00	80,100.70	61.67%
01-00-3358	183.33	0.00	2,200.00	1,055.37	52.03%
01-00-3359	0.00	0.00	0.00	0.00	0.00%
01-00-3443	5,000.00	5,808.33	60,000.00	23,233.32	61.28%
01-00-3472	500.00	288.54	6,000.00	3,766.54	37.22%
01-00-3473	50.00	50.00	600.00	100.00	83.33%
01-00-3510	2,916.67	1,796.82	35,000.00	11,581.65	66.91%
01-00-3520	166.67	81.47	2,000.00	462.34	76.88%
01-00-3602	0.00	0.00	0.00	0.00	0.00%
01-00-3610	416.67	155.37	5,000.00	1,276.18	74.48%
01-00-3615	333.33	607.00	4,000.00	4,343.28	(8.58%)
01-00-3641	416.67	0.00	5,000.00	4,300.00	14.00%
01-00-3644	333.33	0.00	4,000.00	6,225.00	(55.63%)
01-00-3691	666.67	0.00	8,000.00	8,653.39	(8.17%)
01-00-3692	0.00	0.00	0.00	0.00	0.00%
01-00-3901	0.00	0.00	0.00	0.00	0.00%
<b>Total Revenues</b>	<b>103,476.51</b>	<b>93,185.29</b>	<b>1,241,718.00</b>	<b>560,072.10</b>	<b>54.90%</b>
<b>Grant Revenue Revenues</b>					
01-01-3904	0.00	0.00	0.00	0.00	0.00%
01-01-3905	0.00	0.00	0.00	0.00	0.00%
01-01-3906	0.00	0.00	0.00	0.00	0.00%
01-01-3907	0.00	0.00	0.00	15,000.00	0.00%
<b>Total Grant Revenue Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>15,000.00</b>	<b>0.00%</b>
<b>Total General Fund Revenues</b>	<b>103,476.51 \$</b>	<b>93,185.29 \$</b>	<b>1,241,718.00 \$</b>	<b>575,072.10 \$</b>	<b>53.69%</b>

**CITY OF BOWLING GREEN**  
**Statement of Revenue and Expenditures** 3/2/2021 2:39pm  
 Revised Budget  
 For General Fund (01)  
 For the Fiscal Period 2021-5 Ending February 28, 2021

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>Expenditures</b>						
<b>Expenditures</b>						
01-00-5029	Capital Outlay	0.00 \$	0.00 \$	0.00 \$	0.00 \$	0.00%
01-00-5191	Transfer to Enterprise Fund	0.00	0.00	0.00	0.00	0.00%
<b>Total Expenditures</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Administrative Expenditures</b>						
01-10-5000	Legislative/Salaries	1,300.00	1,300.00	15,600.00	4,700.00	69.87%
01-10-5001	Salaries	12,383.17	11,544.89	148,598.00	56,630.38	61.89%
01-10-5003	Overtime	41.67	0.00	500.00	186.70	62.66%
01-10-5010	FICA Tax	1,081.83	899.87	12,982.00	4,404.24	66.07%
01-10-5020	Retirement Contribution	381.25	166.38	4,575.00	750.55	83.59%
01-10-5023	Employee Insurance	2,249.42	4,522.20	26,993.00	13,566.60	49.74%
01-10-5024	Worker's Compensation	268.75	0.00	3,225.00	1,925.25	40.30%
01-10-5030	Legal Fees	541.67	518.78	6,500.00	2,143.04	67.03%
01-10-5032	Accounting Fees	737.50	3,843.75	8,850.00	11,841.25	(33.80%)
01-10-5034	Contract Labor	0.00	0.00	0.00	1,150.00	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	446.68	3,300.00	1,957.97	40.67%
01-10-5042	Shipping & Postage	66.67	14.95	800.00	263.90	67.01%
01-10-5043	Utilities	458.33	286.17	5,500.00	1,475.03	73.18%
01-10-5045	Liability Insurance	703.17	0.00	8,438.00	2,108.16	75.02%
01-10-5046	Repairs & Maintenance	333.33	446.65	4,000.00	861.02	78.47%
01-10-5048	Advertising	333.33	607.75	4,000.00	2,719.57	32.01%
01-10-5049	Miscellaneous Expense	666.67	293.32	8,000.00	3,282.56	58.97%
01-10-5050	Comprehensive Plan	500.00	0.00	6,000.00	3,000.00	50.00%
01-10-5051	Office Supplies	250.00	0.00	3,000.00	1,346.90	55.10%
01-10-5052	Gas & Oil	166.67	136.22	2,000.00	711.33	64.43%
01-10-5053	Uniforms	75.00	0.00	900.00	334.72	62.81%
01-10-5054	Dues & Subscriptions	500.00	125.00	6,000.00	3,367.00	43.88%
01-10-5055	Operating Supplies	62.50	122.98	750.00	620.55	17.26%
01-10-5060	Building Improvement	833.33	0.00	10,000.00	0.00	100.00%
01-10-5062	Lease/Rent	166.67	130.74	2,000.00	653.70	67.32%
01-10-5064	New Equipment	125.00	0.00	1,500.00	0.00	100.00%
01-10-5068	Training	500.00	0.00	6,000.00	0.00	100.00%
01-10-5101	Contribution to TIF	2,583.50	0.00	31,002.00	31,002.00	0.00%
<b>Total Administrative Expenditures</b>		<b>27,584.43</b>	<b>25,406.33</b>	<b>331,013.00</b>	<b>151,002.42</b>	<b>54.38%</b>
<b>Police Dept Expenditures</b>						
01-20-5001	Salaries	29,498.25	24,988.68	353,979.00	124,965.02	64.70%
01-20-5003	Overtime & Crossing Guards	2,500.00	2,271.66	30,000.00	18,171.08	39.43%
01-20-5010	FICA Tax	2,437.33	1,908.43	29,248.00	10,338.27	64.65%
01-20-5020	Retirement Contribution	953.83	0.00	11,446.00	0.00	100.00%
01-20-5023	Employee Insurance	5,248.58	10,553.00	62,983.00	31,659.10	49.73%
01-20-5024	Worker's Compensation	1,769.50	0.00	21,234.00	1,925.25	90.93%
01-20-5034	Contract Labor	166.67	54.40	2,000.00	54.40	97.28%
01-20-5041	Telephone	500.00	672.02	6,000.00	2,728.26	54.53%
01-20-5042	Shipping & Postage	25.00	0.00	300.00	16.65	94.45%

**CITY OF BOWLING GREEN**  
**Statement of Revenue and Expenditures** 3/2/2021 2:39pm  
 Revised Budget  
 For General Fund (01)  
 For the Fiscal Period 2021-5 Ending February 28, 2021

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
01-20-5043	Utilities	133.33	157.05	1,600.00	693.57	56.65%
01-20-5045	Liability Insurance	716.92	0.00	8,603.00	2,108.17	75.49%
01-20-5046	Repairs & Maintenance	1,166.67	26.48	14,000.00	3,620.57	74.14%
01-20-5049	Miscellaneous Expense	166.67	124.13	2,000.00	819.90	59.01%
01-20-5051	Office Supplies	208.33	0.00	2,500.00	940.27	62.39%
01-20-5052	Gas & Oil	1,416.67	1,471.18	17,000.00	6,556.28	61.43%
01-20-5053	Uniforms	316.67	0.00	3,800.00	1,549.96	59.21%
01-20-5054	Dues & Subscriptions	41.67	0.00	500.00	0.00	100.00%
01-20-5055	Operating Supplies	291.67	0.00	3,500.00	653.58	81.33%
01-20-5062	Lease/Rent	58.33	58.33	700.00	291.65	58.34%
01-20-5064	New Equipment	166.67	1,361.96	2,000.00	1,361.96	31.90%
01-20-5068	Training	416.67	0.00	5,000.00	50.00	99.00%
01-20-5161	Investigation Funds	41.67	0.00	500.00	0.00	100.00%
<b>Total Police Dept Expenditures</b>		<b>48,241.10</b>	<b>43,647.32</b>	<b>578,893.00</b>	<b>208,503.94</b>	<b>63.98%</b>
<b>Physical Environment Expenditures</b>						
01-40-5001	Salaries	7,566.83	7,026.05	90,802.00	37,253.07	58.97%
01-40-5003	Overtime	333.33	121.07	4,000.00	911.70	77.21%
01-40-5010	FICA Tax	630.17	462.93	7,562.00	2,566.46	66.06%
01-40-5020	Retirement Contribution	263.00	0.00	3,156.00	0.00	100.00%
01-40-5023	Employee Insurance	2,249.42	4,522.20	26,993.00	13,566.60	49.74%
01-40-5024	Worker's Compensation	411.17	0.00	4,934.00	1,925.25	60.98%
01-40-5034	Contract Labor	2,500.00	0.00	30,000.00	0.00	100.00%
01-40-5041	Telephone	100.00	141.67	1,200.00	498.35	58.47%
01-40-5042	Shipping & Postage	0.00	0.00	0.00	0.00	0.00%
01-40-5043	Utilities	2,083.33	248.53	25,000.00	1,356.30	94.57%
01-40-5045	Liability Insurance	717.92	0.00	8,615.00	2,108.17	75.53%
01-40-5046	Repairs & Maintenance	1,250.00	274.44	15,000.00	2,312.53	84.58%
01-40-5049	Miscellaneous Expense	83.33	59.61	1,000.00	477.40	52.26%
01-40-5051	Office Supplies	41.67	9.98	500.00	120.32	75.94%
01-40-5052	Gas & Oil	1,000.00	435.91	12,000.00	2,274.62	81.04%
01-40-5053	Uniforms	75.00	0.00	900.00	593.37	34.07%
01-40-5055	Operating Supplies	500.00	401.15	6,000.00	1,113.26	81.45%
01-40-5057	Dog Pound	791.67	450.79	9,500.00	1,709.44	82.01%
01-40-5062	Lease/Rent	0.00	0.00	0.00	0.00	0.00%
01-40-5064	New Equipment	1,083.33	0.00	13,000.00	34.40	99.74%
01-40-5065	Traffic light repair	0.00	0.00	0.00	0.00	0.00%
01-40-5066	Roads & Streets	1,166.67	681.17	14,000.00	2,751.65	80.35%
01-40-5067	Highway Lighting	2,583.33	3,447.64	31,000.00	18,088.45	41.65%
<b>Total Physical Environment Expenditures</b>		<b>25,430.17</b>	<b>18,283.14</b>	<b>305,162.00</b>	<b>89,661.34</b>	<b>70.62%</b>
<b>Recreation Expenditures</b>						
01-50-5033	Contribution to Recreation Center	666.67	8,000.00	8,000.00	8,000.00	0.00%
01-50-5043	Utilities	266.67	159.99	3,200.00	1,408.71	55.98%
01-50-5046	Repairs & Maintenance	166.67	559.96	2,000.00	732.90	63.36%
01-50-5049	Miscellaneous Expense	58.33	0.00	700.00	307.00	56.14%
01-50-5055	Operating Supplies	20.83	0.00	250.00	82.25	67.10%
01-50-5058	Recreation Council	333.33	174.98	4,000.00	2,900.45	27.49%
01-50-5064	New Equipment	41.67	0.00	500.00	239.13	52.17%

**CITY OF BOWLING GREEN**  
**Statement of Revenue and Expenditures** 3/2/2021 2:39pm  
*Revised Budget*  
**For General Fund (01)**  
*For the Fiscal Period 2021-5 Ending February 28, 2021*

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>Total Recreation Expenditures</b>	<b>1,554.17</b>	<b>8,894.93</b>	<b>18,650.00</b>	<b>13,670.44</b>	<b>26.70%</b>
<b>Cemetery Expenditures</b>					
01-60-5049 Miscellaneous Expense	83.33	0.00	1,000.00	122.11	87.79%
01-60-5091 Professional Services	0.00	0.00	0.00	0.00	0.00%
<b>Total Cemetery Expenditures</b>	<b>83.33</b>	<b>0.00</b>	<b>1,000.00</b>	<b>122.11</b>	<b>87.79%</b>
<b>Other expenditures Expenditures</b>					
01-70-5093 Contingency	0.00	0.00	0.00	0.00	0.00%
<b>Total Other expenditures Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Grants Expenditures</b>					
01-80-5066 Roads & Streets	0.00	300.00	0.00	300.00	0.00%
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	0.00	0.00%
<b>Total Grants Expenditures</b>	<b>0.00</b>	<b>300.00</b>	<b>0.00</b>	<b>300.00</b>	<b>0.00%</b>
<b>Total General Fund Expenditures</b>	<b>102,893.20 \$</b>	<b>96,531.72 \$</b>	<b>1,234,718.00 \$</b>	<b>463,260.25 \$</b>	<b>62.48%</b>
<b>General Fund Excess of Revenues Over Expenditures \$</b>	<b>583.31</b>	<b>(3,346.43) \$</b>	<b>7,000.00 \$</b>	<b>111,811.85 \$</b>	<b>(1497.31%)</b>

**CITY OF BOWLING GREEN**  
**Statement of Revenue and Expenditures** 3/2/2021 2:39pm  
 Revised Budget  
 For Enterprise Fund (40)  
 For the Fiscal Period 2021-5 Ending February 28, 2021

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>Revenues</b>						
<b>Revenues</b>						
40-00-3143	Utility Tax-Water	3,478.67 \$	(2,187.66) \$	41,744.00 \$	17,144.78 \$	58.93%
40-00-3434	Garbage Revenue	29,166.67	26,815.46	350,000.00	133,361.14	61.90%
40-00-3461	Water Income	37,416.67	(19,775.29)	449,000.00	183,794.13	59.07%
40-00-3462	Water Taps	166.67	0.00	2,000.00	1,550.00	22.50%
40-00-3463	Sewer Income	41,500.00	3,375.81	498,000.00	213,135.49	57.20%
40-00-3464	Sewer Taps	416.67	0.00	5,000.00	1,700.00	66.00%
40-00-3465	Penalties and Late Fees	1,666.67	1,740.00	20,000.00	7,770.00	61.15%
40-00-3466	nonsufficient check	8.33	0.00	100.00	50.00	50.00%
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	250.00	47.75	3,000.00	243.26	91.89%
40-00-3615	Miscellaneous Income	1,041.67	0.00	12,500.00	100.00	99.20%
40-00-3644	Proceeds from sale of fixed assets	208.33	0.00	2,500.00	0.00	100.00%
40-00-3902	Transfer from Gen Fd. To Ent. Fd.	0.00	0.00	0.00	0.00	0.00%
<b>Total Revenues</b>		<b>115,320.35</b>	<b>10,016.07</b>	<b>1,383,844.00</b>	<b>558,848.80</b>	<b>59.62%</b>
<b>Grant Revenue Revenues</b>						
40-01-3651	CDBG	0.00	0.00	0.00	0.00	0.00%
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	35,343.00	0.00%
40-01-3953	FDEP Grant/Loan WWTP	0.00	0.00	0.00	0.00	0.00%
40-01-3955	SWFWMD Grant Effluent Disposal	0.00	0.00	0.00	0.00	0.00%
<b>Grant Revenue Revenues</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>35,343.00</b>	<b>0.00%</b>
<b>Total Enterprise Fund Revenues</b>		<b>115,320.35 \$</b>	<b>10,016.07 \$</b>	<b>1,383,844.00 \$</b>	<b>594,191.80 \$</b>	<b>57.06%</b>
<b>Expenditures</b>						
<b>Expenditures</b>						
40-00-5092	Transfer In/Out	0.00 \$	0.00 \$	0.00 \$	0.00 \$	0.00%
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%
<b>Total Expenditures</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Water Expenditures</b>						
40-02-5001	Salaries	7,874.67	4,851.08	94,496.00	27,707.81	70.68%
40-02-5003	Overtime	375.00	0.00	4,500.00	301.05	93.31%
40-02-5010	FICA Tax	631.08	357.75	7,573.00	2,062.72	72.76%
40-02-5020	Retirement Contribution	247.42	0.00	2,969.00	0.00	100.00%
40-02-5023	Employee Insurance	2,249.42	3,014.80	26,993.00	7,598.28	71.85%
40-02-5024	Worker's Compensation	268.75	0.00	3,225.00	1,925.25	40.30%
40-02-5030	Legal Fees	541.67	518.80	6,500.00	2,143.06	67.03%
40-02-5032	Accounting Fees	737.50	3,843.75	8,850.00	11,841.25	(33.80%)
40-02-5034	Contract Labor	0.00	0.00	0.00	0.00	0.00%

**CITY OF BOWLING GREEN**  
**Statement of Revenue and Expenditures** 3/2/2021 2:39pm  
 Revised Budget  
 For Enterprise Fund (40)  
 For the Fiscal Period 2021-5 Ending February 28, 2021

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
40-02-5035	Contract Operators	18,644.58	41,429.92	223,735.00	101,324.80	54.71%
40-02-5036	Engineering Consulting & Legal Fees	2,500.00	0.00	30,000.00	0.00	100.00%
40-02-5037	GIS Mapping	250.00	0.00	3,000.00	0.00	100.00%
40-02-5041	Telephone	183.33	141.67	2,200.00	512.15	76.72%
40-02-5042	Postage	83.33	110.75	1,000.00	563.02	43.70%
40-02-5043	Utilities	0.00	3,262.25	0.00	13,136.87	0.00%
40-02-5044	Water Utility Tax - to GF	0.00	3,532.02	0.00	13,760.31	0.00%
40-02-5045	Liability Insurance	717.92	0.00	8,615.00	2,108.16	75.53%
40-02-5046	Repairs & Maintenance	3,333.33	3,897.98	40,000.00	11,636.52	70.91%
40-02-5047	Meter Expense	833.33	705.28	10,000.00	4,962.54	50.37%
40-02-5049	Miscellaneous Expense	1,208.33	1,215.86	14,500.00	6,528.44	54.98%
40-02-5051	Office Supplies	62.50	0.00	750.00	77.63	89.65%
40-02-5052	Gas & Oil	0.00	326.93	0.00	1,537.43	0.00%
40-02-5053	Uniforms	0.00	214.92	0.00	443.26	0.00%
40-02-5054	Dues & Subscriptions	0.00	0.00	0.00	800.00	0.00%
40-02-5055	Operating Supplies	833.33	317.18	10,000.00	1,262.93	87.37%
40-02-5058	License & Permitting	336.50	0.00	4,038.00	0.00	100.00%
40-02-5062	Lease/Rent	41.67	0.00	500.00	0.00	100.00%
40-02-5064	New Equipment	2,166.67	199.99	26,000.00	199.99	99.23%
40-02-5068	Training	0.00	0.00	0.00	0.00	0.00%
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	0.00	0.00	0.00	0.00	0.00%
40-02-5106	SRF Loan pmt W250250	2,658.50	0.00	31,902.00	15,951.00	50.00%
40-02-5107	SRF 2020-2021	724.42	0.00	8,693.00	0.00	100.00%
<b>Total Water Expenditures</b>		<b>49,391.17</b>	<b>67,940.93</b>	<b>592,694.00</b>	<b>228,384.47</b>	<b>61.47%</b>
<b>Sanitation Expenditures</b>						
40-03-5001	Salaries	4,610.00	5,922.94	55,320.00	30,772.87	44.37%
40-03-5003	Overtime	83.33	115.56	1,000.00	423.72	57.63%
40-03-5010	FICA Tax	350.25	445.36	4,203.00	2,302.39	45.22%
40-03-5020	Retirement Contribution	134.75	0.00	1,617.00	0.00	100.00%
40-03-5023	Employee Insurance	1,499.58	2,265.00	17,995.00	8,233.32	54.25%
40-03-5024	Worker's Compensation	262.50	0.00	3,150.00	1,925.25	38.88%
40-03-5030	Legal Fees	541.67	518.80	6,500.00	2,143.05	67.03%
40-03-5032	Accounting Fees	737.50	3,843.75	8,850.00	11,841.25	(33.80%)
40-03-5034	Contract Labor	0.00	0.00	0.00	0.00	0.00%
40-03-5041	Telephone	70.83	70.02	850.00	214.22	74.80%
40-03-5042	Postage	0.00	0.00	0.00	0.00	0.00%
40-03-5045	Liability Insurance	730.75	0.00	8,769.00	2,108.17	75.96%
40-03-5046	Repairs & Maintenance	1,041.67	1,811.55	12,500.00	4,460.04	64.32%
40-03-5049	Miscellaneous Expense	83.33	49.62	1,000.00	374.74	62.53%
40-03-5052	Gas & Oil	583.33	354.17	7,000.00	1,422.49	79.68%
40-03-5053	Uniforms	50.00	292.44	600.00	580.52	3.25%
40-03-5055	Operating Supplies	250.00	293.17	3,000.00	464.39	84.52%
40-03-5059	Trash Pickup & Landfill Charge	7,000.00	6,728.45	84,000.00	26,878.85	68.00%
40-03-5062	Lease/Rent	0.00	0.00	0.00	0.00	0.00%
40-03-5064	New Equipment	260.25	0.00	3,123.00	0.00	100.00%
40-03-5068	Training	41.67	0.00	500.00	0.00	100.00%
40-03-5099	Capital Reserves	0.00	0.00	0.00	0.00	0.00%

**CITY OF BOWLING GREEN**  
**Statement of Revenue and Expenditures** 3/2/2021 2:39pm  
 Revised Budget  
 For Enterprise Fund (40)  
 For the Fiscal Period 2021-5 Ending February 28, 2021

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>Total Sanitation Expenditures</b>	<b>18,331.41</b>	<b>22,710.83</b>	<b>219,977.00</b>	<b>94,145.27</b>	<b>57.20%</b>
<b>Sewer Expenditures</b>					
40-04-5001 Salaries	0.00	0.00	0.00	0.00	0.00%
40-04-5003 Overtime	0.00	0.00	0.00	0.00	0.00%
40-04-5010 FICA Tax	0.00	0.00	0.00	0.00	0.00%
40-04-5020 Retirement Contribution	0.00	0.00	0.00	0.00	0.00%
40-04-5023 Employee Insurance	0.00	0.00	0.00	0.00	0.00%
40-04-5024 Worker's Compensation	0.00	0.00	0.00	0.00	0.00%
40-04-5030 Legal Fees	541.67	518.80	6,500.00	2,143.06	67.03%
40-04-5032 Accounting Fees	737.50	3,843.75	8,850.00	11,841.25	(33.80%)
40-04-5034 Contract Labor	0.00	0.00	0.00	0.00	0.00%
40-04-5035 Contract Operators	26,671.50	41,429.92	320,058.00	101,324.80	68.34%
40-04-5036 Engineering Consulting & Legal Fees	2,500.00	0.00	30,000.00	10,210.00	65.97%
40-04-5039 Sludge Hauling	0.00	0.00	0.00	0.00	0.00%
40-04-5041 Telephone	208.33	0.00	2,500.00	0.00	100.00%
40-04-5042 Postage	83.33	110.76	1,000.00	563.03	43.70%
40-04-5043 Utilities	0.00	3,362.95	0.00	15,409.36	0.00%
40-04-5045 Liability Insurance	641.00	0.00	7,692.00	2,108.17	72.59%
40-04-5046 Repairs & Maintenance	3,375.00	899.69	40,500.00	1,133.75	97.20%
40-04-5049 Misc. Expense/Contingency	2,916.67	38.46	35,000.00	286.51	99.18%
40-04-5051 Office Supplies	62.50	0.00	750.00	0.00	100.00%
40-04-5052 Gas & Oil	0.00	0.00	0.00	811.71	0.00%
40-04-5053 Uniforms	0.00	0.00	0.00	0.00	0.00%
40-04-5054 Lift station repair & maint.	1,666.67	0.00	20,000.00	0.00	100.00%
40-04-5055 Operating Supplies	0.00	23.97	0.00	573.78	0.00%
40-04-5058 Permitting	336.50	0.00	4,038.00	0.00	100.00%
40-04-5060 Building Improvement	0.00	0.00	0.00	0.00	0.00%
40-04-5062 Lease/Rent	41.67	0.00	500.00	0.00	100.00%
40-04-5064 New Equipment	0.00	0.00	0.00	0.00	0.00%
40-04-5068 Training	0.00	0.00	0.00	0.00	0.00%
40-04-5073 Sewer Bond Exp. 1984	1,273.33	0.00	15,280.00	0.00	100.00%
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	0.00	100.00%
40-04-5099 WWTP Capital Reserves	0.00	0.00	0.00	0.00	0.00%
40-04-5100 SRF Loan Pymt WW250204	378.92	0.00	4,547.00	2,273.27	50.01%
40-04-5104 SRF Loan Pymt WW250230	532.75	0.00	6,393.00	3,196.10	50.01%
40-04-5107 SRF Service Fees	0.00	0.00	0.00	0.00	0.00%
40-04-5108 SRF Loan 2020-2021	724.42	0.00	8,693.00	0.00	100.00%
<b>Total Sewer Expenditures</b>	<b>45,612.09</b>	<b>50,228.30</b>	<b>547,345.00</b>	<b>151,874.79</b>	<b>72.25%</b>
<b>CDBG Expenditures</b>					
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	0.00	0.00%
40-06-5082 CDBG Construction	0.00	0.00	0.00	0.00	0.00%



**CITY OF BOWLING GREEN**  
**Statement of Revenue and Expenditures** 3/2/2021 2:39pm  
*Revised Budget*  
**For Enterprise Fund (40)**  
**For the Fiscal Period 2021-5 Ending February 28, 2021**

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>Total CDBG Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Grants Expenditures</b>					
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	0.00	0.00	0.00	0.00	0.00%
40-80-5095 FDEP WWTP Effluent Disposal	0.00	8,887.50	0.00	13,250.00	0.00%
40-80-5097 Water Plant Modification	0.00	0.00	0.00	28,032.11	0.00%
40-80-5103 FDEP WWTP Improvements	0.00	0.00	0.00	0.00	0.00%
40-80-5105 CDBG Water Line	0.00	0.00	0.00	2,350.00	0.00%
<b>Total Grants Expenditures</b>	<b>0.00</b>	<b>8,887.50</b>	<b>0.00</b>	<b>43,632.11</b>	<b>0.00%</b>
<b>Total Enterprise Fund Expenditures</b>	<b>113,334.67 \$</b>	<b>149,767.56 \$</b>	<b>1,360,016.00 \$</b>	<b>518,036.64 \$</b>	<b>61.91%</b>
<b>Enterprise Fund Excess of Revenues Over Expenditures \$</b>	<b>1,985.68</b>	<b>(139,751.49) \$</b>	<b>23,828.00 \$</b>	<b>76,155.16 \$</b>	<b>(219.60%)</b>

**CITY OF BOWLING GREEN**  
**Statement of Revenue and Expenditures** 3/2/2021 2:39pm  
 Revised Budget  
 For CRA Account (50)  
 For the Fiscal Period 2021-5 Ending February 28, 2021

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>Revenues</b>						
<b>Revenues</b>						
50-00-3011	Hardee County TIF Contribution	3,094.50 \$	0.00 \$	37,134.00 \$	37,158.00 \$	(0.06%)
50-00-3012	City TIF Contribution	2,583.50	0.00	31,002.00	31,002.00	0.00%
50-00-3610	Interest Income	0.00	3.80	0.00	14.58	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%
<b>Total Revenues</b>		<b>5,678.00</b>	<b>3.80</b>	<b>68,136.00</b>	<b>68,174.58</b>	<b>(0.06%)</b>
<b>Total CRA Account Revenues</b>		<b>5,678.00 \$</b>	<b>3.80 \$</b>	<b>68,136.00 \$</b>	<b>68,174.58 \$</b>	<b>(0.06%)</b>
<b>Expenditures</b>						
<b>Obligations Expenditures</b>						
50-22-5300	Debt Service	0.00 \$	0.00 \$	0.00 \$	0.00 \$	0.00%
<b>Total Obligations Expenditures</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Contractual Services Expenditures</b>						
50-33-5301	Marketing	0.00	0.00	0.00	0.00	0.00%
50-33-5302	Housing	0.00	0.00	0.00	0.00	0.00%
50-33-5304	Economic Development	0.00	0.00	0.00	0.00	0.00%
<b>Total Contractual Services Expenditures</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Programs Expenditures</b>						
50-44-5305	Main Street Plaza	5,194.67	0.00	62,336.00	0.00	100.00%
50-44-5306	Property Acquisition	0.00	0.00	0.00	0.00	0.00%
50-44-5307	Rehab Commercial	0.00	0.00	0.00	0.00	0.00%
50-44-5308	Rehab Residential	0.00	0.00	0.00	0.00	0.00%
<b>Total Programs Expenditures</b>		<b>5,194.67</b>	<b>0.00</b>	<b>62,336.00</b>	<b>0.00</b>	<b>100.00%</b>
<b>Operations Expenditures</b>						
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	91.67	0.00	1,100.00	0.00	100.00%
50-55-5049	Miscellaneous Expense	83.33	0.00	1,000.00	0.00	100.00%
50-55-5051	Office Supplies	0.00	0.00	0.00	0.00	0.00%
50-55-5054	Dues and Subscriptions	16.67	0.00	200.00	175.00	12.50%
50-55-5068	Training	41.67	0.00	500.00	0.00	100.00%
<b>Total Operations Expenditures</b>		<b>483.34</b>	<b>0.00</b>	<b>5,800.00</b>	<b>175.00</b>	<b>96.98%</b>
<b>Total CRA Account Expenditures</b>		<b>5,678.01 \$</b>	<b>0.00 \$</b>	<b>68,136.00 \$</b>	<b>175.00 \$</b>	<b>99.74%</b>

**CITY OF BOWLING GREEN**  
**Statement of Revenue and Expenditures** 3/2/2021 2:39pm  
*Revised Budget*  
*For CRA Account (50)*  
*For the Fiscal Period 2021-5 Ending February 28, 2021*

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
CRA Account Excess of Revenues Over Expenditures \$	(0.01)	3.80 \$	0.00 \$	67,999.58 \$	0.00%

**CITY OF BOWLING GREEN**  
**Statement of Revenue and Expenditures** 3/2/2021 2:39pm  
 Revised Budget

*For the Fiscal Period 2021-5 Ending February 28, 2021*

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Revenues	224,474.86 \$	103,205.16 \$	2,693,698.00 \$	1,237,438.48 \$	54.06%
Total Expenditures	221,905.88 \$	246,299.28 \$	2,662,870.00 \$	981,471.89 \$	63.14%
Total Excess of Revenues Over Expenditures	2,568.98 \$	(143,094.12) \$	30,828.00 \$	255,966.59 \$	(730.31%)