

# City of Bowling Green

## Minutes of Special Meeting

March 25, 2021

Present: Commissioner Lunn, Mayor Gardner, Vice-Mayor Fite, Commissioner Durastanti, Commissioner Jones, City Manager Lawrence, City Clerk Silva, Chief Scheel, 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**

3. **Interim City Manager Interviews**

City Manager Lawrence handed the Commission a list of suggested questions. He told the Commission that they can ask their own questions. He stated that the Commission must be careful with the questions that they ask. He suggested that the Commission take turns asking the questions. He mentioned that seven (7) individuals applied for the Interim position, one backed out and he chose the two best candidates for interviews based on his research. Commissioner Durastanti suggested asking two questions each. Vice-Mayor Fite commented that neither one of the two candidates are long haulers.

**A. Timothy Day**

Mr. Day was present for his interview. The City Commission took turns asking questions. Mr. Day has experience working with FDLE. He served as a director for the police academy and also served as City Manager in other cities. Jim Kelly mentioned that Mr. Day is one of the two favorites in the running for the City Manager position in Ft. Meade.

**B. Jerome Adams**

Mr. Adams was present for his interview. The City Commission took turns asking questions. Mr. Adams has a Bachelor's and Master's in Public Administration. His primary experience is in Information Technology. He has worked with various government agencies and has served as a Councilman in the position of Vice-Mayor.

City Manager Lawrence stated that the only person with any City Manager experience was Timothy Day. He mentioned that Mr. Adams does not have City Manager experience but he has a clean background and the education. He stated that when he was in Lincoln, Maine he was a Police Chief and he didn't know what he was doing in the City Manager position but that they have said he is the best Town Manager they have ever had. He doesn't want them to limit someone because of the experience. Commissioner Durastanti asked if both candidates had clean police background checks. City Manager Lawrence responded that they did and they should have copies. Vice-Mayor Fite commented that there is something of concern that does come up when you GOOGLE one of them and it has to do with a prior governmental disciplinary action that is public record. Commissioner Durastanti asked when the cut-off is for the Full-Time position. City Manager Lawrence responded that the ad was just put out with the Florida League of Cities. City Clerk Silva mentioned that it is on the City's website as well. City Manager Lawrence reminded them that this is an Interim City Manager position. He mentioned that you might get someone that had an issue

but this allows for two or three months for them to prove themselves. He stated that you might also get someone that does not have the experience but can learn the position. He stated that the candidates presented are the two choices he felt comfortable with presenting. Mayor Gardner asked if he could bring up the issue that Vice-Mayor Fite mentioned. City Manager Lawrence responded that he could since it was already brought up. Mayor Gardner stated that he was suspended for 10 days for personal business during City time. Chiquita Robinson commented that it goes on in Hardee County all the time. Mayor Gardner commented that if you look at both candidates, Mr. Adams is very knowledgeable in a lot of areas. Vice-Mayor Fite then interrupted by saying that he does not have the experience that the City needs with the projects currently going on. Mayor Gardner continued to state that Mr. Day's offense is nothing detrimental and that half of the school board members use their time for personal stuff and it happens every day. Commissioner Jones commented that City Manager Lawrence has already done FDLE background checks and he has no criminal record. Mayor Gardner responded that it was not a crime and only an issue with the school board. Commissioner Lunn commented that it is something that goes on all the time although he hates to say it. Vice-Mayor Fite commented that Mr. Day is the better of the two but not the shining star. There was some discussion on the AT&T lease agreement. Commissioner Durastanti asked to appoint Vice-Mayor Fite to be the liaison. City Manager Lawrence stated that he will not be here and the Commission can go in the direction they choose. Mayor Gardner recommended that Vice-Mayor Fite work with the new Interim City Manager on this. Commissioner Durastanti asked City Clerk Silva if she would be acting City Manager. City Clerk Silva responded that she already has a lot on her plate. Vice-Mayor Fite made a motion to hire Mr. Day highly emphasizing that this is only an Interim with no promise or guarantee of any future or long-term offering. Commissioner Jones stated that it was understood as such in the way it was already presented. Commissioner Lunn seconded the motion. Roll call vote, all in favor, motion carried. Jim Kelly commented that he was very impressed with the other candidate and that he has a great future ahead of him but that he would be better off as an Assistant City Manager to start off with. City Clerk Silva brought up the Line of Credit at First National Bank and asked the Commission for permission to add Mr. Day as a signer to the account since he will be appointed. She stated that at the progress meeting today with Pennoni, the contractor will start submitting invoices next week and the City is going to need to have to access to it. Mayor Gardner asked if it could be a Commissioner. City Clerk Silva responded that the Mayor and Vice-Mayor are already added. He asked if she could be a signer and she responded that she has removed herself as a signer at First National. Commissioner Jones asked what the policy states. Vice-Mayor Fite responded that it has always been the Manager and the two Commissioners, Mayor and Vice-Mayor. Commissioner Jones responded that since the Commission just voted him as such, then it is his role until they fill the full-time position. He stated that when Pennoni comes to the table we need to be able to pay it. Commissioner Jones made a motion to add Mr. Day as a signer to the Line of Credit at First National. Vice-Mayor Fite seconded the motion. Roll call vote, all in favor, motion carried.

**Mayor Gardner adjourned the meeting.**

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Duane Gardner, Mayor

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Maria Carmen Silva, City Clerk

# City of Bowling Green

## Minutes of Meeting

April 13, 2021

Present: Commissioner Jones, Vice-Mayor Fite, Commissioner Durastanti, Mayor Gardner (joined the meeting after Agenda Item 4.J.), Commissioner Lunn, Interim City Manager Day, Police Chief Scheel, City Clerk Silva, Attorney Buhr, and members of the audience.

Absent: None

1. **Call to order** – The meeting was called to order by Vice-Mayor Fite.
2. **Prayer** – Commissioner Durastanti  
Flag Salute

*\*Since the Chamber was getting overcrowded, the City Commission decided to have Drug-Free Hardee (Agenda Item 4.F.) do their presentation first. Minutes will still be typed in Agenda Item Order*

### 3. Old Business

#### A. Approval of Minutes

##### 1) Regular Meeting – March 09, 2021

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

#### B. AT&T Lease Renewal

Interim City Manager Day stated that he had a conversation with the representative for AT&T regarding the tower lease. He mentioned that they want to bring the payment amount to \$3,000 a month. He stated that the representative is serious about having the City drop the payment and mentioned that they are already looking at an alternative site. The agreement is good until 2023 but they want it changed now. Mr. Day stated that he asked if it was possible to have the change effective October 1<sup>st</sup> since we had already budgeted for this fiscal year. He asked the City Commission if they wanted to hold a teleconference with Mr. Bell but they decided instead to have Vice-Mayor Fite sit in with Mr. Day on a teleconference to see what they can negotiate.

### 4. New Business

#### A. To Award the Bid for the City of Bowling Green Roadway Improvements (SCOP)

Interim City Manager Day presented the City Commission with the bids for the SCOP Project. AAA Top Quality Asphalt was the low bidder with a bid of \$174,919.95. Commissioner Durastanti made a motion to accept AAA which was seconded by Commissioner Jones. Roll call vote, all in favor, motion carried.

#### B. EDA Grant Application – Roger Homann, Pennoni

Attorney Buhr informed Mr. Homann that all contractors must participate in the E-Verify system. Roger Homann of Pennoni presented the projects that Bowling Green would submit for the EDA Grant. He went over the ½ mile utilities extension on Hwy 17. He

mentioned that it would cost \$2.5 million for both infrastructure projects, water and wastewater. He stated that the projects are shovel ready. The water system extension is \$750,000 and the wastewater collection is \$1.9 million. He stated that there is around \$4 million available in EDA Grants for all municipalities combined. He asked if the Commission wanted to submit the entire project or only ask for a portion. He stated that they can submit for the entire project and that they could always reduce the scope. Vice-Mayor Fite commented that the first phases were already EDA funded and are now shovel ready. He made a motion to submit the entire project. Motion was seconded by Commissioner Durastanti. Roll call vote, all in favor, motion carried. Roger then mentioned that DOT has asked for two added clauses to the SCOP Paving agreement. Attorney Buhr also mentioned adding a provision regarding E-Verify and public records. Mr. Homann suggested that it be added to the master agreement. Attorney Buhr agreed and stated that the master agreement would need to be amended. Commissioner Jones made a motion to approve the agreement with the added language to the master agreement. Motion was seconded by Commissioner Durastanti. Roll call vote, all in favor, motion carried.

**C. Appointment to EDA Board**

Vice-Mayor Fite commented that Mr. Day should represent the City of Bowling Green on the EDA board as he is now filling as an Interim in the City Manager position. He made a motion to appoint Interim City Manager Day to the EDA board. Motion was seconded by Commissioner Lunn. Roll call vote, all in favor, motion carried.

**D. Ordinance No. 2021-03 – Brenda Torres, CFRPC**

AN ORDINANCE OF THE CITY OF BOWLING GREEN, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BOWLING GREEN FOR APPROXIMATELY .84 ACRES FROM R-1, SINGLE FAMILY RESIDENTIAL TO C-1, GENERAL RETAIL COMMERCIAL LOCATED AT 4724 CHESTER AVE (PARCEL NUMBER 04-33-25-0010-00011-0007); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Brenda Torres of the Central Florida Regional Planning Council presented the rezoning for First Mortgage of Wauchula Inc. She stated that the customer wanted to rezone the property to C-1 to allow it to be used as a venue. Attorney Buhr stated that this is quasi-judicial and that the owner can waive their right to a hearing and it can just be handled like any other ordinance. The attorney representing First Mortgage waived the hearing. Chief Scheel asked if they would be allowing alcohol. Their representative responded that they were not sure yet and that they would possibly apply for licensure. Chief Scheel then asked about security. They responded that they would follow the safety regulations set forth by the City. Attorney Buhr recommended a special event code provision. He stated that they could also address the noise as far as waiving or limiting. Commissioner Jones also suggested addressing the hours for events. Motion to approve was made by Vice-Mayor Fite and was seconded by Commissioner Durastanti. Roll call vote, all in favor, motion carried. Attorney Buhr then suggested adopting a special event ordinance to address all the concerns. Attorney Buhr read Ordinance 2021-03 since it was not read before voting. Vice-Mayor Fite made a motion to accept with Commissioner Durastanti seconding the motion. Roll call vote, all in favor, motion carried.

**E. Ordinance No. 2021-04 – Brenda Torres, CFRPC**

AN ORDINANCE OF THE CITY OF BOWLING GREEN, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BOWLING GREEN FOR APPROXIMATELY .29 ACRES FROM R-1, SINGLE FAMILY RESIDENTIAL TO R-3, MULTIPLE FAMILY RESIDENTIAL LOCATED SOUTHEAST OF THE INTERSECTION OF CHESTER AVENUE AND COCONUT STREET WEST (PARCEL NUMBER 04-33-25-0010-00042-0012); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Buhr read Ordinance 2021-04. Brenda Torres of CFRPC stated that this was a rezone from r-1 to r-3. She stated that she asked the owner Doug Battey to be present. She presented the rezone for Mr. Battey. She mentioned that there is R-3 to the East and across the street. Mr. Battey was not present at the meeting. Vice-Mayor Fite commented that it was weird for him to try to rezone to an R-3. Attorney Buhr stated that this should be treated as quasi-judicial especially since the applicant is not present. He asked for anyone presenting to raise their right hand and swore them in. Ms. Torres stated that the owner wanted to rezone to R-3 to allow for the number of duplexes he is trying to build. Commissioner Jones commented that he has an issue with the rezoning being that it is near Highway 17 and would prefer to have it as Commercial. Ms. Torres commented that the property owner mentioned that he was thinking of rezoning the front property to Commercial. Vice-Mayor Fite commented that they denied another request similar to this. He stated that R-3 zoning is non-conforming with the City's future land use. Motion was made by Commissioner Lunn to deny which was seconded by Commissioner Jones. Roll call vote, all in favor, motion carried.

**F. Drug-Free Proclamation – Drug-Free Hardee**

Maria Pearson with Drug Free Hardee stated that the student body will be doing a presentation on Play Free Zones and will then be presenting the Commission with a Proclamation. Denise, Marissa, and Marissa did a presentation on Play Free Zones and the economic impact of alcohol/drug abuse. Attorney Buhr read the Proclamation. Vice-Mayor Fite made a motion to accept which was seconded by Commissioner Jones. Roll call vote, all in favor, motion carried. *This presentation was done right before the adoption of minutes (Agenda Item 3.A.).*

**G. Main Street Park Pavilion**

City Clerk Silva presented the City Commission with four (4) quotes from Top Line Recreation for a pavilion for the Main Street Park. She mentioned that this was a state bid. Vice-Mayor Fite commented that the pavilion is a key part of the park but that the depot repairs also need to be addressed. Commissioner Durastanti stated that he would go with the most basic design. Jean Kelly of 4648 Bryan Avenue stated that they have been waiting for the Main Street Park and that the depot can be put on hold. Commissioner Jones asked about funding for the park. City Clerk Silva responded that the park project is part of a FRDAP Grant and was also budgeted in the CRA. Vice-Mayor Fite asked that it be addressed at the next meeting to make sure that Top Line is part of a state bid. Interim City Manager Day stated that he would reach out to them for updated quotes for the next meeting since the quotes provided will expire.

#### **H. Discussion on the Depot**

Interim City Manager Day stated that they received a quote for the repairs to the depot. He stated that the repairs would cost the City over \$50,000. He recommended holding off on the depot repairs until the next fiscal year. He stated that he might be able to get the repairs done for cheaper if the City can handle some of the repairs. Commissioner Durastanti commented that it sounds like a good plan. Vice-Mayor Fite made a motion to have this tabled which was seconded by Commissioner Lunn. Roll call vote, all in favor, motion carried.

#### **I. FBC-LEO Conference Presentation – Commissioner Jones**

Commissioner Jones stated that he attended the FBC-LEO annual conference. He stated that he took around 5-6 pages in notes. He met a company who does asphalt prep with fibers to make it more durable. Mr. Day then commented that he met with the vendor and he stated that they would mix one (1) pound of fibers with two (2) tons of asphalt and that it would extend the life 20-40%. He stated that he asked about the warranty and was not given a guarantee. He said the cost is 10%. Commissioner Jones then went on to say that he also met with a vendor of park materials. He did a powerpoint presentation on what he learned at the conference. This included Home Rule, legislators, CRA, base infrastructure on future needs, cultural competence, affordable housing, and the recovery fund. He stated that there is \$1,213,182 allotted to the City of Bowling Green. Vice-Mayor Fite thanked Commissioner Jones for his presentation. He stated that Home Rule is a big deal. He also stated that the County would be getting \$5.2 million in recovery funds just for the County and that the City's \$1.2 million are separate. He mentioned that the City could take the funds and spend them to match grant dollars. He asked Steve Elias with Pennoni to speak about the possible use of the funds. Steve Elias stated that they have done over \$10 million in infrastructure projects with the City. He stated that the funds can be used to apply towards the City's match on different infrastructure projects. Vice-Mayor Fite asked the City Commission to write down their ideas and that they can later come back for a workshop.

#### **J. Chief of Police Termination – Charles Dixon**

Interim City Manager Day asked if the City could do something in regard to the manner that requests are taken in the future. Attorney Buhr commented that it might be a part of the Public Participation Policy that was adopted by the City Commission. He stated that he must allow Mr. Dixon to speak but that his time can be limited in accordance to the policy. He suggested that the Mayor and City Manager review the agenda requests to approve those that will be added to the agenda. Vice-Mayor Fite asked Attorney Buhr to bring something back at the next meeting. Charles Dixon, who stated that he lives at 1080 Central Avenue, voiced that Chief Scheel should be terminated for abuse of power and violation of his constitutional rights. No action taken.

#### **5. Mayor Gardner**

Mayor Gardner (now present) stated that Feeding Tampa Bay will be on the 24<sup>th</sup> and that they are in need of volunteers. He stated that Highway 17 is looking pretty clean. Vice-Mayor Fite mentioned the dead palm tree. Mayor Gardner then mentioned the soccer leagues and asked if the bleachers at Pyatt park could be taken to the Centanino park.

**6. Recreation Committee**

Chiquita Robinson, Chair of the Recreation Committee, was not present. City Clerk Silva stated that she asked her to share that they will be holding a Cinco de Mayo Celebration on May 8<sup>th</sup> from 11-4pm at Pyatt Park.

**7. Commissioners**

Vice-Mayor Fite mentioned that the Ridge League of Cities had an increase in member customers. He mentioned the RLC dinner on May 13<sup>th</sup> and stated that the deadline is May 3<sup>rd</sup> for reservations. He mentioned the scholarships. He also stated that the Florida League of Cities Annual Conference will be August 13<sup>th</sup> & 14<sup>th</sup> in Orlando. He told Commissioner Jones that he should attend the IEMO class. He also mentioned some property that the City owns just outside the City limits and that it should be annexed. He made a motion to authorize Attorney Buhr to work on this which was seconded by Commissioner Jones. Roll call vote, all in favor, motion carried. Mr. Day will contact Attorney Buhr to go over the annexation ordinances. Vice-Mayor Fite also mentioned that the City is taking applications for City Manager and asked when the Commission will be provided with a copy to review the applications. Mayor Gardner suggested the Friday after closing. Commissioner Jones stated that he met with a USDA representative in regard to housing. He stated that he is also working with FDOT on the resurfacing of Highway 17 since maneuvering is a safety issue. He mentioned that they would have to fix the curbs and drainage and that they have already come out twice to assess. Commissioner Durastanti commented that he appreciates having Mr. Day on board. Vice-Mayor Fite passed out a site plan for the apartments on the corner of Church Street and Jones Street.

**8. City Attorney**

Nothing to discuss.

**9. City Manager**

Mr. Day thanked the City Commission for having him. He mentioned that the staff are very nice and he is looking forward to the workshop to discuss the future needs of the City. He made the City Commission aware that he was running for another position (City Manager – Ft. Meade) but that he has asked them to remove him.

**10. Police Chief**

Chief Scheel stated that he will search Municode for special event ordinances to see what he can pull from them. He also mentioned that they have a homicide trial going on this week.

**11. City Clerk**

City Clerk Silva commented that the playground equipment for Pyatt Park has been ordered and should be arriving the first week of June. She also reminded the Commission that expenditures by the City Commission need to be brought before the entire Commission for approval prior to attending or seeking reimbursement and to make sure that the expenditure is budgeted for in the fiscal period. Vice-Mayor Fite made a motion for any and all Commissioners to attend the Florida League of Cities Annual Conference. Motion died for a lack of second.

**12. Public**

Frank of 1119 N. Palm Drive thanked all the Commissioner and Attorney Buhr. He stated that he sees all positive things going on in Bowling Green. He thanked the Chief and his staff for patrolling the Avion Palms community. He also commented that there has been

no burning at the burn pile for about 1 ½ years and that it is just piling up. Interim City Manager Day stated that this has been addressed and they are currently working on it.

**Mayor Gardner adjourned the meeting.**

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**Duane Gardner, Mayor**

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**Maria Carmen Silva, City Clerk**



## SEVENTH AMENDMENT TO LEASE AND EASEMENT AGREEMENT

THIS SEVENTH AMENDMENT TO LEASE AND EASEMENT AGREEMENT (“**Seventh Amendment**”) dated as of the later date below is by and between City of Bowling Green, a Florida municipal corporation, having a mailing address at P.O. Box 608, Bowling Green, Florida 33834 (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 predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into a Lease and Easement Agreement dated September 1, 1998, as amended by the First Amendment dated April 10, 2002, as amended by the Second Amendment dated February 9, 2004, as amended by the Third Amendment dated June 28, 2013, as amended by the Fourth Amendment dated June 25, 2014, as amended by the Fifth Amendment dated August 20, 2018, as amended by the Sixth Amendment dated March 28, 2019 (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 501 W. Jones Street, Bowling Green, FL 33834; and

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

**WHEREAS**, Landlord and Tenant desire to modify, as set forth herein, the Rent payable under the Agreement; and

**WHEREAS**, Landlord and Tenant desire to modify, as set forth herein, the Tenant’s obligations to pay Rent to Landlord for a Rent Guarantee Period; and

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

**WHEREAS**, Landlord and Tenant desire to amend the Agreement to permit Tenant to 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; and

**WHEREAS**, Landlord and Tenant desire to amend the Agreement to clarify scope of Tenant’s permitted use of the Premises; and

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

**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. **Term.** The Term of the Agreement shall be amended to provide that the current term, which commenced on [[Current Term begin]], shall expire on [[Current Term end]] (“**Current Term**”), and commencing on [[New Term Commencement Date]], will be automatically renewed, upon the same terms and conditions of the Agreement, for [[Number of Renewal Terms]] additional [[Length of Renewal Term]] year terms (each an “**Extension Term**”). Hereafter, “**Term**” shall include the Current Term and any

applicable Extension Term. The Terms will automatically renew without further action by Tenant, 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 Current Term or any Extension Term. Landlord agrees and acknowledges that, except 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 first Extension Term.

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

3. **Rent.** Commencing on November 1, 2021, the current Rent payable under the Agreement shall be Three Thousand Five Hundred and No/100 Dollars (\$3,500.00) per month and shall continue during the Term, subject to adjustment as provided herein. 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. **Modification of Tenant's Obligation to Pay – Rent Guarantee.** If, and only if, Tenant allows the first sixty (60) month New Extension Term to automatically renew commencing **November 1, 2021** then for a Sixty (60) month period commencing **November 1, 2021** and ending **October 31, 2026** ("**Rent Guarantee Period**"), Tenant's obligation to pay Rent is guaranteed and such obligation will not be subject to offset or cancellation by Tenant. Notwithstanding the foregoing, if Landlord exercises any of Landlord's rights to terminate the Agreement, if any, other than the Landlord's right to terminate the Agreement due to the default of Tenant under the terms of the Agreement beyond any applicable grace period, Tenant will be released from any and all of its obligations to pay Rent during the Rent Guarantee Period as of the effective date of the termination. In addition, Tenant shall be released from any and all of its obligations to pay Rent during the Rent Guarantee Period if the following shall occur: (a) Landlord is in breach of the Agreement, including but not limited to any default under the terms of the Agreement beyond any applicable grace and cure period; (b) there is a foreclosure of the Property which results in a termination of the Agreement; (c) the Landlord shall require Tenant to relocate Tenant's equipment and facilities to a location that is not acceptable to Tenant in its reasonable business judgment if allowed for in the Agreement; or (d) any existing government permits and/or approvals cannot be obtained or maintained, at no fault of the Tenant. If this Agreement is further modified in the future with an obligation for Tenant to pay additional Rent, the payment of Rent guarantee established in this paragraph will not be diminished or limited, but such Rent guarantee will not extend to that future additional Rent obligation.

5. **Future Rent Increase.** The Agreement is amended to provide that commencing on November 1, 2026, Rent shall increase by Three percent (3%) over the Rent paid during the previous year and on an annual basis thereafter.

6. **Permitted Use.** Tenant, its personnel, invitees, contractors, agents, subtenants, or its authorized sublessees, 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, expand, 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 Licensee's equipment modification is the sole cause of the Water Tank rating exceeding its maximum rating as determined by a licensed engineer who prepares the structural analysis, then Licensee shall, at its sole expense, pay to modify the Water Tank as reasonably necessary to bring the tower capacity back to acceptable limits as determined by a structural analysis. If the structural analysis determines that Licensee and other users of the tower contribute to the tower exceeding its maximum capacity, then Licensee will be responsible for its contributing percentage of the costs of bringing the tower back to acceptable limits.

7. **Notices.** Section 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

**NOTICES:** All notices, requests and demands to Landlord hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

As to Landlord:

City of Bowling Green  
P.O. Box 608  
Bowling Green, FL 33834

All notices, requests, demands and communications to Tenant required or permitted hereunder, in order to be effective, shall be in an electronic writing (unless otherwise expressly provided for herein) and shall be deemed given if sent by electronic mail to the following address, with the following identifying information:

If to Tenant:

[TowerNotices@list.att.com](mailto:TowerNotices@list.att.com)

TowerNotices@list.att.com  
Cell Site No. N125891  
Fixed Asset No. 10080736  
Cell Site Name: BOWLING GREEN (FL)

Electronic mail shall be deemed to have been given and received on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received.

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

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.** 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 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. **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.

12. **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.

13. **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.

**WITNESSES:**

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

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

**LANDLORD:**

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

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

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

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

**TENANT:**

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

By: AT&T Mobility Corporation  
Its: Manager

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

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

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

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

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

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

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

# QUOTE



**Top Line Recreation Inc.**  
2922 Howland Blvd, Suite 3, Deltona, FL 32725

QUOTE #	TLRQ3965-02
PROJECT NAME	Main Street

**Bill to:**  
Carmen Silva  
Bowling Green  
104 East Main Street  
Bowling Green, FL 33834  
863-375-2255  
csilva@bowlinggreenfl.org

**Ship to:**  
Carmen Silva  
Bowling Green  
Main Street Park  
104 East Main Street  
Bowling Green, FL 33834  
863-375-2255  
csilva@bowlinggreenfl.org

SALESPERSON	PAYMENT TERMS	QUOTE CREATED	QUOTE EXPIRES
Kelly Woods	Purchase Order	Mar 4, 2021	May 28, 2021

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
<b>Main Street Park Shelter Option #1</b>				
<b>School Board of Volusia County #MTS-906BC</b>				
1	AMERICANA	Navajo Shelter Navajo Model Double Tier Shelter 24'x 24' (roof size) 4:12 Pitch, 8' eve height, Four Surface Mount Post, Tubular Steel Frame is Shot Blasted and Zinc Rich Powder Primed prior to Graffiti Cleanable Gloss or Non-Graffiti Cleanable Matte Powder Coat Finish, Aluminum "W" Structural Roof Panels, Extruded Aluminum Guttered Fascia & Ridge Caps, Standard Color	\$23,950.00	\$23,950.00
5.0% Discount per Volusia County				-\$1,197.50
1	ENG1AM	FL Professional Engineer Sealed Drawings and Calculations	\$1,000.00	\$1,000.00
1	FREIGHT	ABF Shipping Charges to Bowling Green FL 33834	\$4,000.00	\$4,000.00
1	BOSGRAAF	Installation of Navajo 2424DTWR with footings Excavation and grading of shelter area by others This does not include services for any unforeseen/unusual site conditions. Any additional work required to complete construction may result in additional charges unless quoted otherwise. *If Installer Runs into Rock or Roots During Installation Additional Charges May Occur	\$15,107.32	\$15,107.32
1	BOSGRAAF	Installation of 26'x26'x4" concrete pad for shelter This does not include services for any unforeseen/unusual site conditions. Any additional work required to complete construction may result in additional charges unless quoted otherwise. *If Installer Runs into Rock or Roots During Installation Additional Charges May Occur	\$6,182.93	\$6,182.93

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	BOSGRAAF	Storage Container for (1) Month Storage *Each Additional Month \$350/Per Month Billed on Final Invoice *Bosgraaf & Sons/Top Line Recreation are not responsible for site security	\$1,524.39	\$1,524.39
1	BOSGRAAF	Haul off excavated material from footings	\$609.76	\$609.76
1	BOSGRAAF	Hardee County General Construction Permit Services *Permit (This does not include the Actual Cost of the Permit) *Actual Cost to be Added to Final Invoice *Includes Permit Submittal, County Permit Fees, Inspection, Final COC *If your jurisdiction requires erosion control and/or ADA walkways above our scope of work stated there will be an additional charge for these added services	\$731.71	\$731.71
<p><b>*Please provide Tax Exemption Certificate with Signed Quote</b></p> <p><b>*Any Required Additional Insurance Requirements Above Our Normal Required Requirements May be Added to Your Quote at an Additional Cost Upon Request.</b></p> <p><b>*Heavy equipment will be required to install this project. We will cover any sidewalk that must be crossed with plywood but cannot guarantee that sidewalks will not crack. We also cannot guarantee that grass or landscaping will not be damaged from heavy equipment driving over it. Any repairs to sidewalks or landscaping will be by others.</b></p> <p><b>*In the State of Florida, it is possible that a variety of unforeseen conditions may occur in the construction process, such as hitting the water table, utility lines, rock and or buried debris, etc. In the event, that this should occur an extra charge will be determined in the most economical manner. Customer is responsible for examination of job site and has located and allowed for all conditions such as water, utilities, rock or debris. Customer is also responsible for providing site plans, engineer plans and all owner/contact information, prior to installation. Contractor must have equipment access throughout the duration of the project and contractor is not responsible for any damage caused to sidewalks, landscaping, irrigation, curbs, fencing, etc.</b></p>				
			<b>SUBTOTAL</b>	<b>\$51,908.61</b>
			<b>TAX RATE</b>	
			<b>SALES TAX</b>	<b>\$0.00</b>
			<b>TOTAL</b>	<b>\$51,908.61</b>

Please contact me if I can be of further assistance Kelly Woods 407-883-8619



2922 Howland Blvd, Suite 3  
 Deltona, FL 32725  
 386-789-4508 / 888-909-0549 Fax  
 800-921-4509 Toll Free  
[info@toplinerec.com](mailto:info@toplinerec.com)

Client:

**General Terms:**

Please note that this order is non-cancelable once placed, and deposit is non-refundable. If shipment is refused when delivery is attempted, carrier will return the shipment to the manufacturer and all resulting charges will be applied to your account.

Acceptance by either a signature or a purchase order based on this proposal indicates that you are in full agreement with all terms and conditions of this proposal including the following:

Prices are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented with order. Specify all color selections in writing. Any discrepancies that arise due to oral color selections will be the responsibility of the customer. If customer is installing equipment, all equipment is to be installed per manufacturer's instructions and appropriate guidelines such as ASTM and CPSC.

Installation, site work, building permits, engineered drawings, etc. are not included unless noted.

**Installation Terms:**

**Standard Services Include:**

- Shipping Notification/Receiving Instructions
- Pre-Installation On-Site Meeting
- Underground Utility Check (Sunshine State One Call)
- Accept Delivery and Unload Equipment (If site is ready)
- Moving New Equipment to Job Site
- Layout of Equipment
- Installation of Equipment and Materials Per Manufacturer's Instructions
- Trash Clean Up (Dumpsters and Off-Site Trash Disposal not Standard)
  - Post-Installation Walk Through
  - Maintenance Explanation

**Customer Responsibilities (Applicable if Top Line Recreation, Inc is NOT installing):**

- Trash Disposal - Dumpsters or Off Site Disposal.
- Accept Delivery and Unload Equipment (If site is not ready.) \$500.00 Charge will Apply if Customer Wants Installers to Unload.
- Provide Area for Storage and Staging.
- Secure Site and Equipment.
- Provide Access as Outlined below.

**Some Optional Responsibilities (Must be clearly outlined in the applicable quotation/contract):**

- Removal of Existing Equipment
- Site Preparation and Grading, Drainage Systems, etc.
- Engineered Drawings for Purchased Equipment
- Other Permits or Engineered Drawings (I.e. zoning permits, environmental permits, site surveys, etc.)

\*Any other responsibilities must be clearly outlined in the applicable quotation/contract.

**Building permits**

Building permits are the responsibility of the owner. If a building permit is required for your project, there will be an administrative, expeditor, and application fee included on project quote. This fee does not include the cost of the actual permit. Customer will be charged "actual permit" cost on last invoice.

NOTE - All zoning, planning, environmental, etc. permits and approvals are the responsibility of others.

**Other Notes:**

**Access/Utilities.** Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as sod, concrete sidewalks, private underground utilities, etc., will be the responsibility of the customer, as will any additional costs associated with limiting damage such as providing plywood over sod for access. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer.

**Rock/Foreign Object Clause.** Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

**Playground Surfacing.** All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

If a special inspection is required, an additional fee of \$700.00 will be added to the final invoice.

Acceptance Signature \_\_\_\_\_ Date \_\_\_\_\_ P.O. # \_\_\_\_\_

Tax Exempt No. \_\_\_\_\_



# QUOTE



**Top Line Recreation Inc.**  
2922 Howland Blvd, Suite 3, Deltona, FL 32725

QUOTE #	TLRQ3965-03
PROJECT NAME	Main Street

**Bill to:**  
Carmen Silva  
Bowling Green  
104 East Main Street  
Bowling Green, FL 33834  
863-375-2255  
csilva@bowlinggreenfl.org

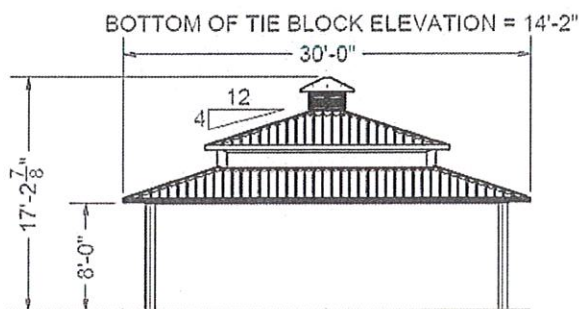
**Ship to:**  
Carmen Silva  
Bowling Green  
Main Street Park  
104 East Main Street  
Bowling Green, FL 33834  
863-375-2255  
csilva@bowlinggreenfl.org

SALESPERSON	PAYMENT TERMS	QUOTE CREATED	QUOTE EXPIRES
Kelly Woods	Purchase Order	Mar 4, 2021	May 28, 2021

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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**Main Street Park Shelter Option #2**  
**School Board of Volusia County #MTS-906BC**

1	AMERICANA	Navajo Shelter Navajo Model Double Tier Shelter 30' x 30' (roof size) 4:12 Pitch, 8' eve height, Four Surface Mount Post, Tubular Steel Frame is Shot Blasted and Zinc Rich Powder Primed prior to Graffiti Cleanable Gloss or Non-Graffiti Cleanable Matte Powder Coat Finish, Aluminum "W" Structural Roof Panels, Extruded Aluminum Guttered Fascia & Ridge Caps, Standard Color	\$33,800.00	\$33,800.00
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		5.0% Discount per Volusia County		-\$1,690.00
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1	ENG1AM	FL Professional Engineer Sealed Drawings and Calculations	\$1,000.00	\$1,000.00
1	FREIGHT	ABF Shipping Charges to Bowling Green FL 33834	\$4,000.00	\$4,000.00
1	BOSGRAAF	Installation of Navajo 3030DTWR with footings Excavation and grading of shelter area by others This does not include services for any unforeseen/unusual site conditions. Any additional work required to complete construction may result in additional charges unless quoted otherwise. *If Installer Runs into Rock or Roots During Installation Additional Charges May Occur	\$15,107.32	\$15,107.32
1	BOSGRAAF	Installation of 32'x32'x4" concrete pad for shelter This does not include services for any unforeseen/unusual site conditions. Any additional work required to complete construction may result in additional charges unless quoted otherwise. *If Installer Runs into Rock or Roots During Installation Additional Charges May Occur	\$8,741.46	\$8,741.46

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	BOSGRAAF	Storage Container for (1) Month Storage *Each Additional Month \$350/Per Month Billed on Final Invoice *Bosgraaf & Sons/Top Line Recreation are not responsible for site security	\$1,524.39	\$1,524.39
1	BOSGRAAF	Haul off excavated material from footings	\$609.76	\$609.76
1	BOSGRAAF	Hardee County General Construction Permit Services *Permit (This does not include the Actual Cost of the Permit) *Actual Cost to be Added to Final Invoice *Includes Permit Submittal, County Permit Fees, Inspection, Final COC *If your jurisdiction requires erosion control and/or ADA walkways above our scope of work stated there will be an additional charge for these added services	\$731.71	\$731.71
<p><b>*Please provide Tax Exemption Certificate with Signed Quote</b></p> <p><b>*Any Required Additional Insurance Requirements Above Our Normal Required Requirements May be Added to Your Quote at an Additional Cost Upon Request.</b></p> <p><b>*Heavy equipment will be required to install this project. We will cover any sidewalk that must be crossed with plywood but cannot guarantee that sidewalks will not crack. We also cannot guarantee that grass or landscaping will not be damaged from heavy equipment driving over it. Any repairs to sidewalks or landscaping will be by others.</b></p> <p><b>*In the State of Florida, it is possible that a variety of unforeseen conditions may occur in the construction process, such as hitting the water table, utility lines, rock and or buried debris, etc. In the event, that this should occur an extra charge will be determined in the most economical manner. Customer is responsible for examination of job site and has located and allowed for all conditions such as water, utilities, rock or debris. Customer is also responsible for providing site plans, engineer plans and all owner/contact information, prior to installation. Contractor must have equipment access throughout the duration of the project and contractor is not responsible for any damage caused to sidewalks, landscaping, irrigation, curbs, fencing, etc.</b></p>				
			<b>SUBTOTAL</b>	\$63,824.64
			<b>TAX RATE</b>	
			<b>SALES TAX</b>	\$0.00
			<b>TOTAL</b>	\$63,824.64

Please contact me if I can be of further assistance Kelly Woods 407-883-8619



2922 Howland Blvd, Suite 3  
 Deltona, FL 32725  
 386-789-4508 / 888-909-0549 Fax  
 800-921-4509 Toll Free  
[info@toplinerec.com](mailto:info@toplinerec.com)

Client:

**General Terms:**

Please note that this order is non-cancelable once placed, and deposit is non-refundable. If shipment is refused when delivery is attempted, carrier will return the shipment to the manufacturer and all resulting charges will be applied to your account.

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Prices are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented with order. Specify all color selections in writing. Any discrepancies that arise due to oral color selections will be the responsibility of the customer. If customer is installing equipment, all equipment is to be installed per manufacturer's instructions and appropriate guidelines such as ASTM and CPSC.

Installation, site work, building permits, engineered drawings, etc. are not included unless noted.

**Installation Terms:**

**Standard Services Include:**

- Shipping Notification/Receiving Instructions
- Pre-Installation On-Site Meeting
- Underground Utility Check (Sunshine State One Call)
- Accept Delivery and Unload Equipment (If site is ready)
- Moving New Equipment to Job Site
- Layout of Equipment
- Installation of Equipment and Materials Per Manufacturer's Instructions
- Trash Clean Up (Dumpsters and Off-Site Trash Disposal not Standard)
  - Post-Installation Walk Through
  - Maintenance Explanation

**Customer Responsibilities (Applicable if Top Line Recreation, Inc is NOT installing):**

- Trash Disposal - Dumpsters or Off Site Disposal.
- Accept Delivery and Unload Equipment (If site is not ready.) \$500.00 Charge will Apply if Customer Wants Installers to Unload.
- Provide Area for Storage and Staging.
- Secure Site and Equipment.
- Provide Access as Outlined below.

**Some Optional Responsibilities (Must be clearly outlined in the applicable quotation/contract):**

- Removal of Existing Equipment.
- Site Preparation and Grading, Drainage Systems, etc.
- Engineered Drawings for Purchased Equipment.
- Other Permits or Engineered Drawings (i.e. zoning permits, environmental permits, site surveys, etc.)

\*Any other responsibilities must be clearly outlined in the applicable quotation/contract.

**Building permits**

Building permits are the responsibility of the owner. If a building permit is required for your project, there will be an administrative, expeditor, and application fee included on project quote. This fee does not include the cost of the actual permit. Customer will be charged "actual permit" cost on last invoice.

NOTE - All zoning, planning, environmental, etc. permits and approvals are the responsibility of others.

**Other Notes:**

Access/Utilities. Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as sod, concrete sidewalks, private underground utilities, etc., will be the responsibility of the customer, as will any additional costs associated with limiting damage such as providing plywood over sod for access. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer.

Rock/Foreign Object Clause. Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Surfacing. All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

If a special inspection is required, an additional fee of \$700.00 will be added to the final invoice.

Acceptance Signature \_\_\_\_\_ Date \_\_\_\_\_ P.O. # \_\_\_\_\_

Tax Exempt No. \_\_\_\_\_

# QUOTE



**Top Line Recreation Inc.**  
2922 Howland Blvd, Suite 3, Deltona, FL 32725

QUOTE #	TLRQ3965-04
PROJECT NAME	Main Street

**Bill to:**  
Carmen Silva  
Bowling Green  
104 East Main Street  
Bowling Green, FL 33834  
863-375-2255  
csilva@bowlinggreenfl.org

**Ship to:**  
Carmen Silva  
Bowling Green  
Main Street Park  
104 East Main Street  
Bowling Green, FL 33834  
863-375-2255  
csilva@bowlinggreenfl.org

SALESPERSON	PAYMENT TERMS	QUOTE CREATED	QUOTE EXPIRES
Kelly Woods	Purchase Order	Mar 29, 2021	May 28, 2021

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
<b>Main Street Park Shelter Option #1</b>				
<b>School Board of Volusia County #MTS-906BC</b>				
1	AMERICANA	Navajo Shelter Navajo Model Double Tier Shelter 24'x 24' (roof size) 4:12 Pitch, 8' eve height, Four Surface Mount Post, Tubular Steel Frame is Shot Blasted and Zinc Rich Powder Primed prior to Graffiti Cleanable Gloss or Non-Graffiti Cleanable Matte Powder Coat Finish, Aluminum "W" Structural Roof Panels, Extruded Aluminum Guttered Fascia & Ridge Caps, Standard Color	\$23,950.00	\$23,950.00
5.0% Discount per Volusia County				-\$1,197.50
1	ENG1AM	FL Professional Engineer Sealed Drawings and Calculations	\$1,000.00	\$1,000.00
1	RAILING	Standard Style Extruded Aluminum Base Railing Package, 42" tall, ten sections approximately 6'-8" long between post, two side with full length enclosure and two side with 6'-8" open section in the center for a "walk through" layout	\$8,875.00	\$8,875.00
1	FREIGHT	ABF Shipping Charges to Bowling Green FL 33834	\$4,000.00	\$4,000.00
1	BOSGRAAF	Installation of Navajo 2424DTWR with railings and footings Excavation and grading of shelter area by others This does not include services for any unforeseen/unusual site conditions. Any additional work required to complete construction may result in additional charges unless quoted otherwise. *If Installer Runs into Rock or Roots During Installation Additional Charges May Occur	\$17,714.63	\$17,714.63
1	BOSGRAAF	Installation of 26'x26'x4" concrete pad for shelter This does not include services for any unforeseen/unusual site conditions.	\$6,182.93	\$6,182.93

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		Any additional work required to complete construction may result in additional charges unless quoted otherwise. *If Installer Runs into Rock or Roots During Installation Additional Charges May Occur		
1	BOSGRAAF	Storage Container for (1) Month Storage *Each Additional Month \$350/Per Month Billed on Final Invoice *Bosgraaf & Sons/Top Line Recreation are not responsible for site security	\$1,524.39	\$1,524.39
1	BOSGRAAF	Haul off excavated material from footings	\$609.76	\$609.76
1	BOSGRAAF	Hardee County General Construction Permit Services *Permit (This does not include the Actual Cost of the Permit) *Actual Cost to be Added to Final Invoice *Includes Permit Submittal, County Permit Fees, Inspection, Final COC *If your jurisdiction requires erosion control and/or ADA walkways above our scope of work stated there will be an additional charge for these added services	\$731.71	\$731.71
<p><b>*Please provide Tax Exemption Certificate with Signed Quote</b></p> <p><b>*Any Required Additional Insurance Requirements Above Our Normal Required Requirements May be Added to Your Quote at an Additional Cost Upon Request.</b></p> <p><b>*Heavy equipment will be required to install this project. We will cover any sidewalk that must be crossed with plywood but cannot guarantee that sidewalks will not crack. We also cannot guarantee that grass or landscaping will not be damaged from heavy equipment driving over it. Any repairs to sidewalks or landscaping will be by others.</b></p> <p><b>*In the State of Florida, it is possible that a variety of unforeseen conditions may occur in the construction process, such as hitting the water table, utility lines, rock and or buried debris, etc. In the event, that this should occur an extra charge will be determined in the most economical manner. Customer is responsible for examination of job site and has located and allowed for all conditions such as water, utilities, rock or debris. Customer is also responsible for providing site plans, engineer plans and all owner/contact information, prior to installation. Contractor must have equipment access throughout the duration of the project and contractor is not responsible for any damage caused to sidewalks, landscaping, irrigation, curbs, fencing, etc.</b></p>				
			<b>SUBTOTAL</b>	<b>\$63,390.92</b>
			<b>TAX RATE</b>	
			<b>SALES TAX</b>	<b>\$0.00</b>
			<b>TOTAL</b>	<b>\$63,390.92</b>

Please contact me if I can be of further assistance Kelly Woods 407-883-8619



2922 Howland Blvd, Suite 3  
 Deltona, FL 32725  
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**Client:**

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Installation, site work, building permits, engineered drawings, etc. are not included unless noted.

**Installation Terms:**

**Standard Services Include:**

- |  |   |
|--|---|
| - Shipping Notification/Receiving Instructions               | - Layout of Equipment   |
| - Pre-Installation On-Site Meeting                           | - Installation of Equipment and Materials Per Manufacturer's Instructions |
| - Underground Utility Check (Sunshine State One Call)        | - Trash Clean Up (Dumpsters and Off-Site Trash Disposal not Standard)     |
| - Accept Delivery and Unload Equipment<br>(If site is ready) | - Post-Installation Walk Through  |
| - Moving New Equipment to Job Site                           | - Maintenance Explanation   |

**Customer Responsibilities (Applicable if Top Line Recreation, Inc is NOT installing):**

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If a special inspection is required, an additional fee of \$700.00 will be added to the final invoice.

Acceptance Signature \_\_\_\_\_ Date \_\_\_\_\_ P.O. # \_\_\_\_\_

Tax Exempt No. \_\_\_\_\_

# QUOTE



**Top Line Recreation Inc.**  
2922 Howland Blvd, Suite 3, Deltona, FL 32725

QUOTE #	TLRQ3965-05
PROJECT NAME	Main Street

**Bill to:**  
Carmen Silva  
Bowling Green  
104 East Main Street  
Bowling Green, FL 33834  
863-375-2255  
csilva@bowlinggreenfl.org

**Ship to:**  
Carmen Silva  
Bowling Green  
Main Street Park  
104 East Main Street  
Bowling Green, FL 33834  
863-375-2255  
csilva@bowlinggreenfl.org

SALESPERSON	PAYMENT TERMS	QUOTE CREATED	QUOTE EXPIRES
Kelly Woods	Purchase Order	Mar 29, 2021	May 28, 2021

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
<b>Main Street Park Shelter Option #1</b>				
<b>School Board of Volusia County #MTS-906BC</b>				
1	AMERICANA	Navajo Shelter Navajo Model Double Tier Shelter 24'x 24' (roof size) 4:12 Pitch, 8' eve height, Four Surface Mount Post, Tubular Steel Frame is Shot Blasted and Zinc Rich Powder Primed prior to Graffiti Cleanable Gloss or Non-Graffiti Cleanable Matte Powder Coat Finish, Aluminum "W"Structural Roof Panels, Extruded Aluminum Guttered Fascia & Ridge Caps, Standard Color	\$23,950.00	\$23,950.00
5.0% Discount per Volusia County				-\$1,197.50
1	RAILING	Classic Style Extruded Aluminum Base Railing Package, 42" tall, ten sections approximately 6'-8" long between post, two side with full length enclosure and two side with 6'-8" open section in the center for a "walk through" layout	\$11,136.25	\$11,136.25
1	ENG1AM	FL Professional Engineer Sealed Drawings and Calculations	\$1,000.00	\$1,000.00
1	FREIGHT	ABF Shipping Charges to Bowling Green FL 33834	\$4,000.00	\$4,000.00
1	BOSGRAAF	Installation of Navajo 2424DTWR with footings Excavation and grading of shelter area by others This does not include services for any unforeseen/unusual site conditions. Any additional work required to complete construction may result in additional charges unless quoted otherwise. *If Installer Runs into Rock or Roots During Installation Additional Charges May Occur	\$17,714.63	\$17,714.63
1	BOSGRAAF	Installation of 26'x26'x4" concrete pad for shelter This does not include services for any unforeseen/unusual site conditions.	\$6,182.93	\$6,182.93

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
Any additional work required to complete construction may result in additional charges unless quoted otherwise. *If Installer Runs into Rock or Roots During Installation Additional Charges May Occur				
1	BOSGRAAF	Storage Container for (1) Month Storage *Each Additional Month \$350/Per Month Billed on Final Invoice *Bosgraaf & Sons/Top Line Recreation are not responsible for site security	\$1,524.39	\$1,524.39
1	BOSGRAAF	Haul off excavated material from footings	\$609.76	\$609.76
1	BOSGRAAF	Hardee County General Construction Permit Services *Permit (This does not include the Actual Cost of the Permit) *Actual Cost to be Added to Final Invoice *Includes Permit Submittal, County Permit Fees, Inspection, Final COC *If your jurisdiction requires erosion control and/or ADA walkways above our scope of work stated there will be an additional charge for these added services	\$731.71	\$731.71
<p><b>*Please provide Tax Exemption Certificate with Signed Quote</b></p> <p><b>*Any Required Additional Insurance Requirements Above Our Normal Required Requirements May be Added to Your Quote at an Additional Cost Upon Request.</b></p> <p><b>*Heavy equipment will be required to install this project. We will cover any sidewalk that must be crossed with plywood but cannot guarantee that sidewalks will not crack. We also cannot guarantee that grass or landscaping will not be damaged from heavy equipment driving over it. Any repairs to sidewalks or landscaping will be by others.</b></p> <p><b>*In the State of Florida, it is possible that a variety of unforeseen conditions may occur in the construction process, such as hitting the water table, utility lines, rock and or buried debris, etc. In the event, that this should occur an extra charge will be determined in the most economical manner. Customer is responsible for examination of job site and has located and allowed for all conditions such as water, utilities, rock or debris. Customer is also responsible for providing site plans, engineer plans and all owner/contact information, prior to installation. Contractor must have equipment access throughout the duration of the project and contractor is not responsible for any damage caused to sidewalks, landscaping, irrigation, curbs, fencing, etc.</b></p>				
			<b>SUBTOTAL</b>	<b>\$65,652.17</b>
			<b>TAX RATE</b>	
			<b>SALES TAX</b>	<b>\$0.00</b>
			<b>TOTAL</b>	<b>\$65,652.17</b>

Please contact me if I can be of further assistance Kelly Woods 407-883-8619





2922 Howland Blvd, Suite 3  
 Deltona, FL 32725  
 386-789-4508 / 888-909-0549 Fax  
 800-921-4509 Toll Free  
[info@toplinerec.com](mailto:info@toplinerec.com)

Client:

**General Terms:**

Please note that this order is non-cancelable once placed, and deposit is non-refundable. If shipment is refused when delivery is attempted, carrier will return the shipment to the manufacturer and all resulting charges will be applied to your account.

Acceptance by either a signature or a purchase order based on this proposal indicates that you are in full agreement with all terms and conditions of this proposal including the following:

Prices are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented with order. Specify all color selections in writing. Any discrepancies that arise due to oral color selections will be the responsibility of the customer. If customer is installing equipment, all equipment is to be installed per manufacturer's instructions and appropriate guidelines such as ASTM and CPSC.

Installation, site work, building permits, engineered drawings, etc. are not included unless noted.

**Installation Terms:**

**Standard Services Include:**

- Shipping Notification/Receiving Instructions
- Pre-Installation On-Site Meeting
- Underground Utility Check (Sunshine State One Call)
- Accept Delivery and Unload Equipment (If site is ready)
- Moving New Equipment to Job Site
- Layout of Equipment
- Installation of Equipment and Materials Per Manufacturer's Instructions
- Trash Clean Up (Dumpsters and Off-Site Trash Disposal not Standard)
  - Post-Installation Walk Through
  - Maintenance Explanation

**Customer Responsibilities (Applicable If Top Line Recreation, Inc Is NOT installing):**

- Trash Disposal - Dumpsters or Off Site Disposal.
- Accept Delivery and Unload Equipment (If site is not ready.) \$500.00 Charge will Apply if Customer Wants Installers to Unload.
- Provide Area for Storage and Staging.
- Secure Site and Equipment.
- Provide Access as Outlined below.

**Some Optional Responsibilities (Must be clearly outlined in the applicable quotation/contract):**

- Removal of Existing Equipment
- Site Preparation and Grading, Drainage Systems, etc.
- Engineered Drawings for Purchased Equipment.
- Other Permits or Engineered Drawings (i.e. zoning permits, environmental permits, site surveys, etc.)

\*Any other responsibilities must be clearly outlined in the applicable quotation/contract.

**Building permits**

Building permits are the responsibility of the owner. If a building permit is required for your project, there will be an administrative, expeditor, and application fee included on project quote. This fee does not include the cost of the actual permit. Customer will be charged "actual permit" cost on last invoice.

NOTE - All zoning, planning, environmental, etc. permits and approvals are the responsibility of others.

**Other Notes:**

Access/Utilities. Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as sod, concrete sidewalks, private underground utilities, etc., will be the responsibility of the customer, as will any additional costs associated with limiting damage such as providing plywood over sod for access. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer.

Rock/Foreign Object Clause. Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Surfacing. All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

If a special inspection is required, an additional fee of \$700.00 will be added to the final invoice.

Acceptance Signature \_\_\_\_\_ Date \_\_\_\_\_ P.O. # \_\_\_\_\_

Tax Exempt No. \_\_\_\_\_



**CITY OF BOWLING GREEN  
REZONING  
OVERVIEW REPORT  
May 11, 2021**

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**TO:** Bowling Green City Commission

**SUBJECT:** **Ordinance 2021-03 - Rezoning:**  
**AN ORDINANCE OF THE CITY OF BOWLING GREEN, FLORIDA  
AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BOWLING  
GREEN FOR APPROXIMATELY .84 ACRES FROM R-1, SINGLE  
FAMILY RESIDENTIAL TO C-1, GENERAL RETAIL COMMERCIAL  
LOCATED AT 4724 CHESTER AVE (PARCEL NUMBER 04-33-25-0010-  
00011-0007)**

**AGENDA DATES:**

Tuesday, April 13, 2021, 6:30 PM: City Commission Meeting– First Reading  
Tuesday, May 11, 2021, 6:30 PM: City Commission Meeting – Second Reading

**CITY COMMISSION MOTION OPTIONS:**

1. Move to **approve** Ordinance 2021-03 on Second Reading.
2. Move to **approve with changes** Ordinance 2021-03 on Second Reading.
3. Move to **deny** Ordinance 2021-03 on Second Reading.

**ATTACHMENTS:**

- Overview
- Aerial Photo Map
- Future Land Use Map
- Current Zoning Map
- Proposed Zoning Map
- Application

**PREVIOUS HEARINGS :**

On Tuesday, April 13th, the City of Bowling Green City Commission voted unanimously to approve Ordinance 2021-03 on First Reading.

**OVERVIEW:**

<b>Applicant</b>	First Mortgage of Wauchula Inc.
<b>Property Owner</b>	First Mortgage of Wauchula Inc.
<b>Parcel ID</b>	04-33-25-0010-00011-0007
<b>Subject Area</b>	0.84 acres
<b>Existing Future Land Use</b>	COM - Commercial Mixed Use
<b>Existing Zoning</b>	R-1 Single Family Residential
<b>Proposed Zoning</b>	C-1, General Retail Commercial
<b>Previous Hearings</b>	None

**REASON FOR REQUEST:**

First Mortgage of Wauchula Inc. ('applicants') is requesting a rezoning to change one (1) parcel of land totaling approximately 0.84 acres from zoning of R-1 Single Family Residential to C-1, General Retail Commercial. The subject parcel is located at 4724 Chester Ave in Bowling Green. There is currently a vacant 4,500 sq ft building, the applicant would like to use the building as a wedding and event venue.

Table 2.04.01(A) from the City of Bowling Green Land Development Code is provided below. The C-1 zoning district is highlighted indicating allowable uses. The proposed use is a place of gathering.

- P = Permitted Use – Use is permitted by right subject to all other applicable standards
- S = Special Exception - Use is permitted if it meets the conditions in Section 3.09.00, subject to all other applicable standards, and only after review and approval by the Planning Board and the City Commission.
- D = Site Development Plan – Use is permitted if it meets standards in Section 3.08.00, and all other applicable standards.

<b>Table 2.04.01(A), Table of Land Uses</b>										
Category/Use	AG	R-1	R-2	R-3	C-1	C-2	I	PI	PR	C-P
<b>Multiple Family Residential</b>										
Apartment Building				P	P	P				
<b>Family Care Facility</b>										
Family Day Care Home/Family Child Care Home	P	P	P	P	S	S				
Family Foster Home	P	P	P	P	S	S				
<b>Special Needs Care Facilities</b>										
Adult Day Care Facility				D	D	D		D		
Child Care Facility				D	D	D		D		
Foster Care Facility				D	D	D		D		
Group Home (4 – 6 residents)			D	D	D	D		D		
Group Home (7 – 15 residents)				D	D	D		D		
Assisted Living Facility				D	D	D		D		
Nursing Home					D	D		D		
Hospice			D	D	D	D		D		
<b>Lodging</b>										
Bed & breakfast	P	P	P	P	P	P				
Category/Use	AG	R-1	R-2	R-3	C-1	C-2	I	PI	PR	C-P

Table 2.04.01(A), Table of Land Uses										
Category/Use	AG	R-1	R-2	R-3	C-1	C-2	I	PI	PR	C-P
Hotel/motel					P	P				D
<b>Retail Commercial, no outdoor storage or activities</b>										
Building supply, indoor					P					D
Convenience Store					P	P				
Drinking establishment					D	P	P			
Funeral home			S	S	D	P	P			
Recycling center (indoor)					D	P	P	D		
Recreation, indoor, commercial					P	P				D
Restaurant					P	P				D
Shopping Center <150,000 s.f.					P					
<b>Automotive From least intense to most intense use</b>										
Auto parts, retail sales					P	P	P			
<b>Retail Commercial, outdoor storage</b>										
Boat ramps/docks, commercial		P	P	P	P	P	P			
Recreation, outdoor, commercial	S				P	P				
<b>Office/Financial/Medical Facilities/Club</b>										
Bank/financial institution					P	P				D
Clinic					P	P		P		D
Hospital					P	P		P		S
Medical laboratory						P		P		S
Pharmacies*					P	P				
Private club					P	P	P	P	P	
Professional office					P	P				D
Real estate/business office					P	P				D
Category/Use	AG	R-1	R-2	R-3	C-1	C-2	I	PI	PR	C-P
<b>Public Service Facilities</b>										
Auto license/tag facility					P	P		P		D
City hall/municipal building					P	P		P		D
Communications tower	D	D	D	D	D	D	P	P		S
Fire station	P	P	P	P	P	P	P	P		D
Jail						D		P		
Police station	P	P	P	P	P	P		P		D
Post office	P	P	P	P	P	P		P		D
Power substation	D	D	D	D	P	P	P	P		D
Sewage disposal facility							P	P		
Sewer lift station	P	P	P	P	P	P	P	P		D
Sewer/water plant (on-site)	D	D	D	D	D	D	P	P		
Sewer/water plant (off-site)							P	P		
Telephone switching station	D	D	D	D	P	P	P	P		
<b>Educational/Places of Public Assembly</b>										
Places of Worship	P	P	P	P	P	P		P		P

Table 2.04.01(A), Table of Land Uses										
Category/Use	AG	R-1	R-2	R-3	C-1	C-2	I	PI	PR	C-P
Civic center/auditorium	D	D	D	D	D	P		P		D
Community center	D	D	D	D	P	P		P		D
Museum	P	P	P	P	P	P		P		D
Public Library	P	P	P	P	P	P		P		D
School (grades K-12)	P	P	P	P	P	P		P		D
Category/Use	AG	R-1	R-2	R-3	C-1	C-2	I	PI	PR	C-P
Recreation/Conservation Uses										
Golf Course	P	P	P	P	P	P		P	P	
Park	P	P	P	P	P	P	P	P	P	D
Recreation, indoor, public					P	P		P	P	D
Recreation, outdoor, public	P	P	P	P	P	P	P	P	P	S
P = Permitted Use; D = Site Development Plan; S = Special Exception										

**Consistency with the Comprehensive Plan:**

Descriptions for both the Future Land Use and zoning designations are provided as follows. *The Future Land Use and proposed Zoning are consistent with the City’s Comprehensive Plan and Land Development Code.*

**EXISTING – FUTURE LAND USE**

**Bowling Green Comprehensive Plan, Future Land Use Element, Policy 1.2:**

The **Commercial Mixed Use** designation shall meet Bowling Green's demand for retail and wholesale goods and services. It shall promote efficient use of infrastructure. Bowling Green shall direct commercial development to areas which are well integrated into the transportation facilities and surrounding land uses. Shared access and other measures to reduce the impact of commercial development on United States Highway 17 will be included in this land use designation. Maximum density for single family residential is 6 units per acres; maximum density for multi-family is 12 units per acre. Above ground-floor apartments shall be permitted. Commercial development shall not exceed a floor ratio of 0.75 and a maximum impervious surface not to exceed 85% of the site. Compatible public land uses are permissible to a maximum intensity of 0.5 FAR.

**EXISTING – ZONING**

**Bowling Green Land Development Code: Section 2.04.02.02 – R-1 Single Family Residential**

The purpose of the district is to establish areas which are uniquely appropriate for low-density residential neighborhoods with ample open space and outdoor living areas; to designate appropriate uses and services within the district; and to establish development standards appropriate to ensure proper development and a low density residential environment.

**PROPOSED – ZONING**

**Bowling Green Land Development Code: Section 2.04.02.05 C-1 Retail Commercial District**

The purpose of the district is to provide for the transitional commercial uses of land and buildings that will separate objectionable activities of industrial and commercial uses from amenities of single family residential uses of property; and to recognize that certain highway frontage property is not altogether useful for residential purposes, but should be developed

for uses that will be more economic; and, at the same time, not permit detrimental heavy commercial uses to adversely affect adjacent residential areas.

**LAND USE ANALYSIS**

The subject parcel is located at 4724 Chester Ave in Bowling Green. To the west of the subject property there are single family homes. To the east there are general retail establishments.

The *Land Use Matrix* below outlines the Future Land Use and zoning of the subject parcel, the Future Land Use and zoning of adjacent properties, and the existing land use of the subject and adjacent properties.

**Land Use Matrix**

<b>Northwest</b>	<b>North</b>	<b>Northeast</b>
<b>Future Land Use:</b> Medium Density Residential  <b>Zoning:</b> R-1 – Single Family Residential  <b>Existing Land Use:</b> Single-family residential	<b>Future Land Use:</b> Commercial  <b>Zoning:</b> R-1 – Single Family Residential  <b>Existing Land Use:</b> Vacant property	<b>Future Land Use:</b> Commercial  <b>Zoning:</b> C-1-General Retail Commercial  <b>Existing Land Use:</b> Taco Truck
<b>West</b>	<b>Subject Parcel</b>	<b>East</b>
<b>Future Land Use:</b> <u>Medium Density Residential</u>  <b>Zoning:</b> R-1 – Single Family Residential  <b>Existing Land Use:</b> Single-family residential	<b>Future Land Use:</b> Commercial  <b>Zoning:</b> <u>Current: R-1 – Single Family Residential</u>  <u>Proposed: C-1-General Retail Commercial</u>  <b>Existing Land Use:</b> <u>Vacant Club House</u>	<b>Future Land Use:</b> Commercial  <b>Zoning:</b> C-1-General Retail Commercial  <b>Existing Land Use:</b> Retail Commercial
<b>Southwest</b>	<b>South</b>	<b>Southeast</b>
<b>Future Land Use:</b> Commercial  <b>Zoning:</b> R-1 – Single Family Residential  <b>Existing Land Use:</b> Single-family residential	<b>Future Land Use:</b> Commercial  <b>Zoning:</b> R-1 – Single Family Residential  <b>Existing Land Use:</b> Single-family residential	<b>Future Land Use:</b> Commercial  <b>Zoning:</b> C-1-General Retail Commercial  <b>Existing Land Use:</b> Retail Commercial

# CITY OF BOWLING GREEN AERIAL PHOTO MAP

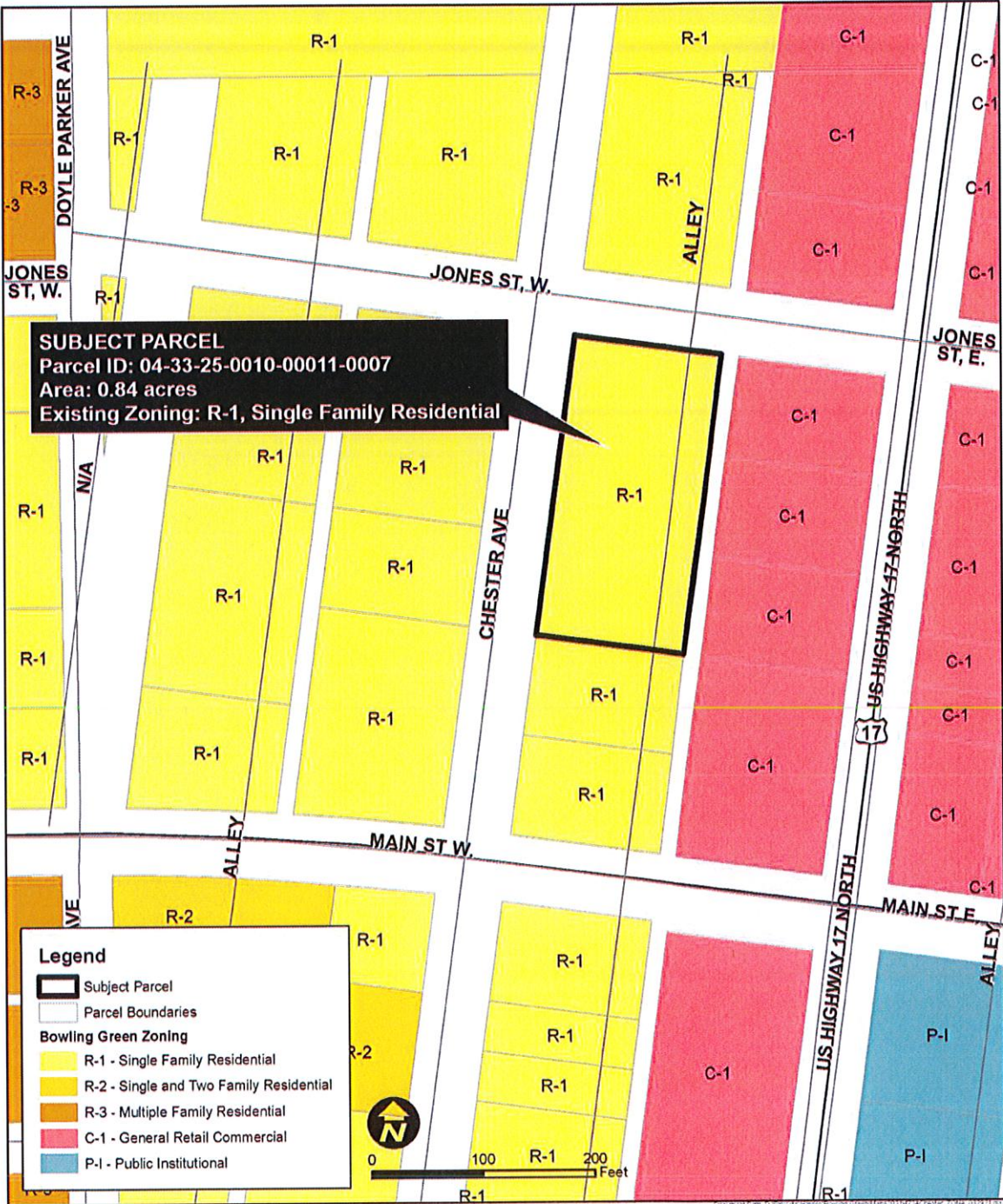


# CITY OF BOWLING GREEN FUTURE LAND USE MAP

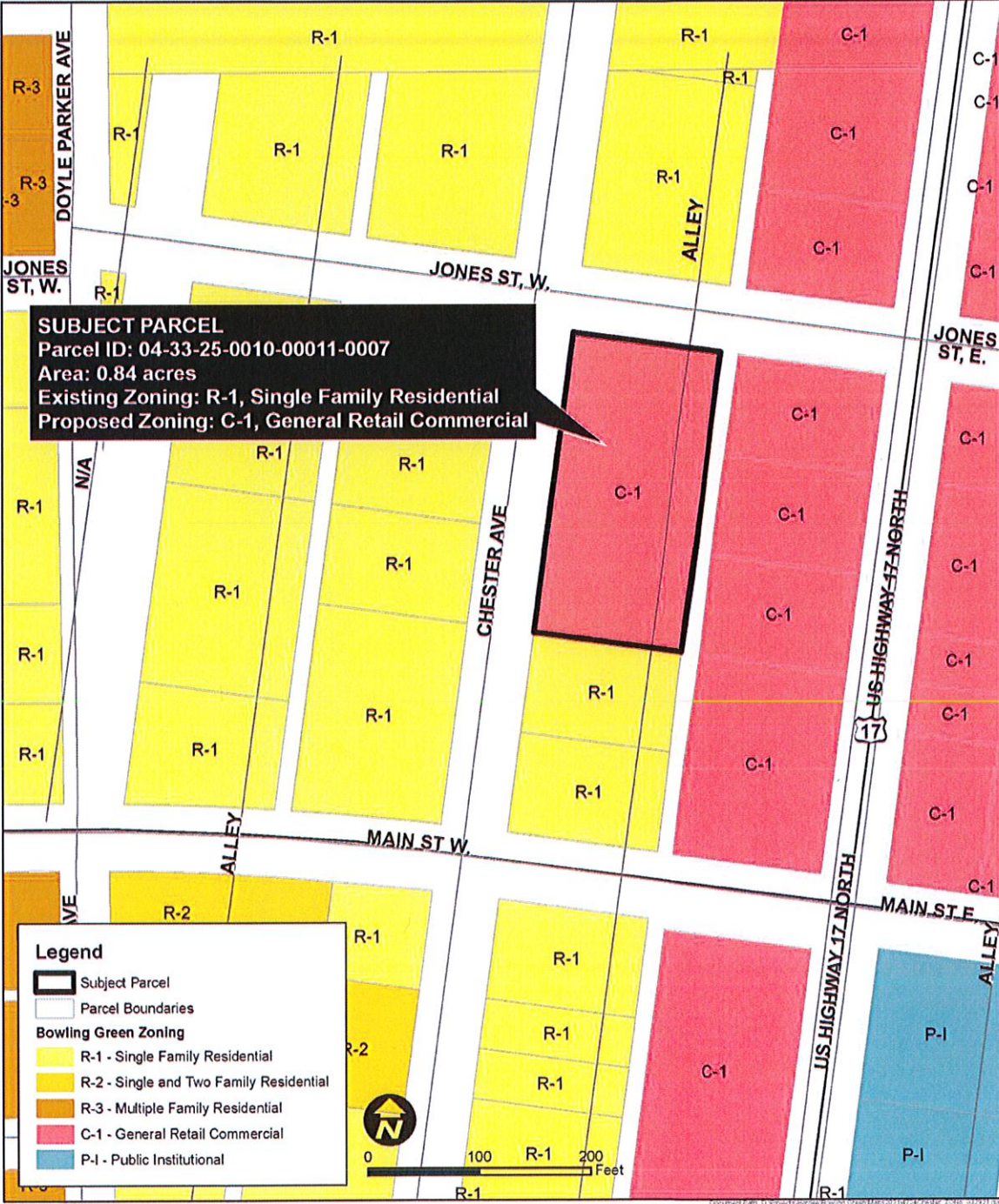




# CITY OF BOWLING GREEN EXISTING ZONING MAP



# CITY OF BOWLING GREEN PROPOSED ZONING MAP



CITY OF BOWLING GREEN  
APPLICATION FOR  
REZONING

Application No. \_\_\_\_\_  
Deposit Required with  
Application: \$500.00

DATE: 3/10/21

APPLICANT NAME(S): First Mortgage of Wauchula Inc.

OWNER NAME(S) First Mortgage of Wauchula Inc.

OWNER'S ADDRESS: 702 South Sixth Ave Wauchula FL 33873

PHONES: 863-773-2122

PROPERTY APPRAISER'S PARCEL ID NUMBER: 04-33-25-0010-00011-0007

PHYSICAL LOCATION (Plat Map must be attached with lot identified):

4724 Chester Ave Bowling Green

BOWLING GREEN CURRENT FUTURE LAND USE CLASSIFICATION: Commercial  
~~R-1~~ mixed use

BOWLING GREEN CURRENT ZONING CLASSIFICATION: R-1

BOWLING GREEN PROPOSED ZONING CLASSIFICATION: C-1

CURRENT USE OF PROPERTY: Clubs

PROPOSED USE OF PROPERTY: Commercial

USES SURROUNDING PROPERTY ON ALL FOUR SIDES:

North: R-1

East: Commercial C-1


South: R-1

West: R-1

ANY OTHER INFORMATION ABOUT THE PROPERTY THAT IS PERTINENT:

Former Masons Building since the 1960s?

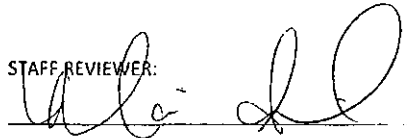
I HEREBY APPLY FOR REZONING OF THE REFERENCED PROPERTY AS INDICATED AND AGREE TO PAY ALL ASSOCIATED COSTS.

 president First Mortgage of Wanchula INC.  
SIGNATURE OF APPLICANT

\_\_\_\_\_  
SIGNATURE OF APPLICANT

STAFF RECOMMENDATION ( ) YES ( ) NO

STAFF COMMENTS AND RECOMMENDED CONDITIONS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STAFF REVIEWER:   
SIGNATURE DATE 3/10/2021



**ORDINANCE NO. 2021-03**

**AN ORDINANCE OF THE CITY OF BOWLING GREEN, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BOWLING GREEN FOR APPROXIMATELY .84 ACRES FROM R-1, SINGLE FAMILY RESIDENTIAL TO C-1, GENERAL RETAIL COMMERCIAL LOCATED AT 4724 CHESTER AVE (PARCEL NUMBER 04-33-25-0010-00011-0007); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, there has been an applicant-initiated request to amend zoning for the property described below; and

**WHEREAS**, the requested zoning is consistent with the Future Land Use Element of the Bowling Green Comprehensive Plan; and

**WHEREAS**, the City Commission of the City of Bowling Green held meetings and hearings regarding the parcels show on Exhibit "A", with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including supporting documents; and

**WHEREAS**, in exercise of its authority, the City Commission of the City of Bowling Green has determined it necessary to amend the Official Zoning Map to change the City zoning classification assigned to this property.

**BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOWLING GREEN, FLORIDA (HEREINAFTER REFERRED TO AS THE "CITY"), AS FOLLOWS:**

1. The parcel is described as located at 4724 Chester Avenue (Parcel Number 04-33-25-0010-00011-0007) as shown in Exhibit "A" attached hereto.
2. The parcel, as platted and described above, constitute less than five percent (5%) of the municipally-zoned area of the City; and
3. That any section, paragraph, or portion which may be deemed illegal or unconstitutional shall not affect any other section of this ordinance.
4. That all other ordinances or parts of ordinances in conflict herewith are hereby repealed.
5. An official, true, and correct copy of this Ordinance and the City's Land Development Code, as adopted and amended from time to time, shall be maintained by the City Clerk. The City Clerk shall make copies available to the public for a reasonable publication charge.

**INTRODUCED AND PASSED** on First Reading this \_\_\_ day of \_\_\_\_\_, 2021.

**PASSED AND DULY ADOPTED**, on Second Reading with a quorum present and voting, by the City Commission of Bowling Green, Florida, this \_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF BOWLING GREEN**

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

**Attest:**

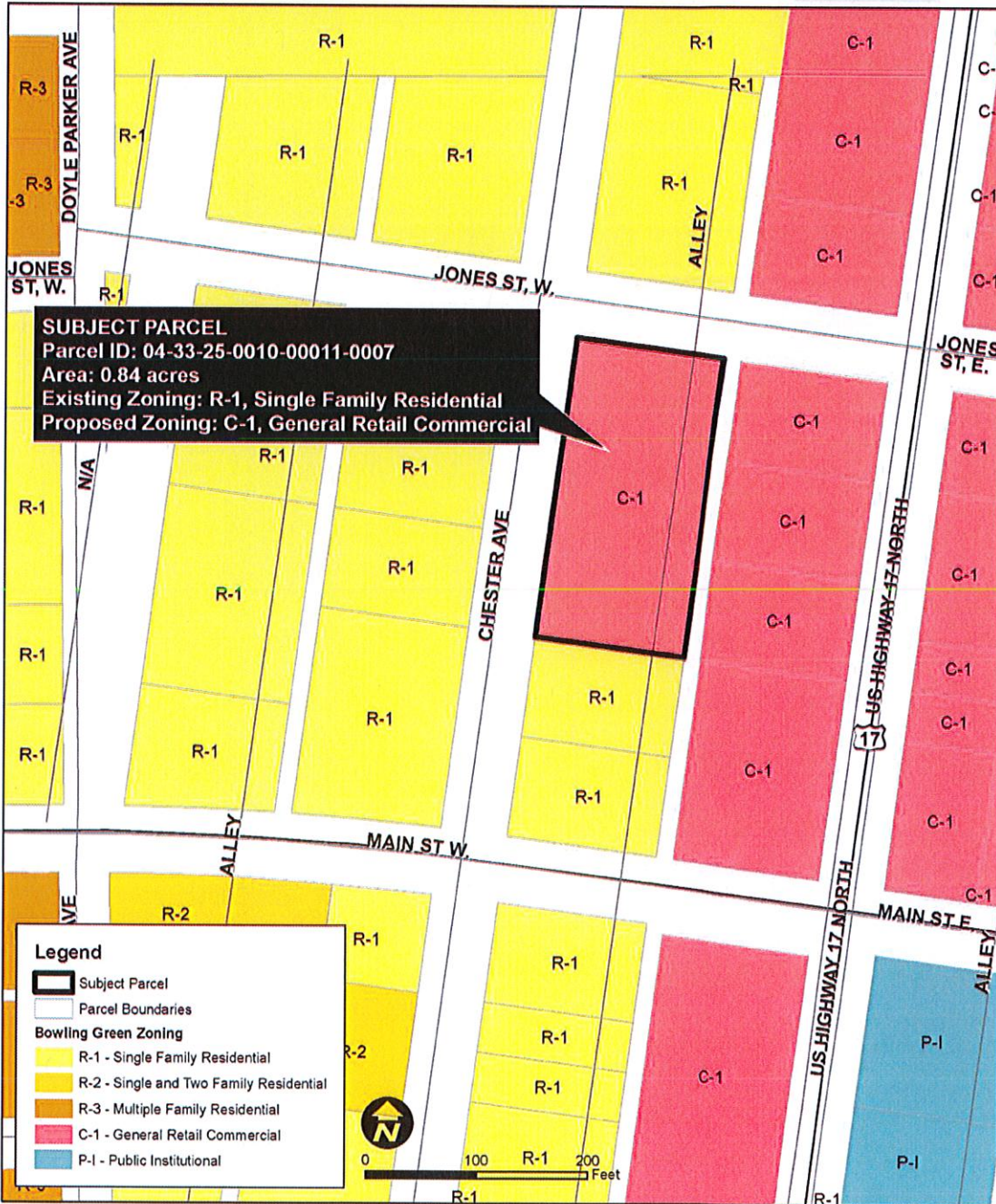
\_\_\_\_\_  
Maria Carmen Silva, City Clerk

**Approved as to Form:**

\_\_\_\_\_  
Gerald Buhr, City Attorney

ORDINANCE NO. 2021-03  
EXHIBIT "A"

CITY OF BOWLING GREEN  
PROPOSED ZONING MAP







**CITY OF BOWLING GREEN  
SMALL SCALE FUTURE LAND USE MAP AMENDMENT  
AND REZONING  
OVERVIEW REPORT  
MAY 11, 2021**

---

**TO:** CITY OF BOWLING GREEN CITY COMMISSION

**FROM:** CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

**SUBJECT:** **Ordinance No. 2021-01- Small Scale Future Land Use Map Amendment:** City-initiate Future Land Use Map Amendment to change the Future Land Use from Low Density Residential to Medium Density Residential on approximately 2.05 acres located at the 4805 Church Avenue and on West Central Street (parcel numbers 04-33-25-0010-00004-0001 and 04-33-25-0010-00004-001C). This is a Small Scale Future Land Use Map Amendment with a site specific text amendment limiting the density of the property to nine (9) dwelling units per acre.

AND

**Ordinance No. 2021-02 - Rezoning:** City-initiated rezoning of approximately 2.05 acres located at 4805 Church Avenue and on West Central Street from R-2 (Single and Two Family Residential) to Planned Unit Development (parcel numbers 04-33-25-0010-00004-0001 and 04-33-25-0010-00004-001C).

*The proposed amendments provide for consistency with development on the parcels.*

**AGENDA AND HEARING DATES:**

- City Commission (First Reading): February 9, 2021
- **City Commission (First Reading): May 11, 2021**
- City Commission (Second Reading)

**CITY COMMISSION ACTIONS:**

- On February 9, 2021, at first reading, the City Commission asked staff to provide a site specific condition in the Comprehensive Plan Future Land Use Element to limit the density on the subject site to no more than 9 dwelling units per acre. At this meeting, the City Commission also directed staff to provide a rezoning to Planned Unit Development (allowing for development conditions) rather than a rezoning to R-3.

**ATTACHMENTS:**

- Overview Report
- Existing Future Land Use Map
- Existing Zoning Map
- Ordinance No. 2021-01 (Future Land Use Map Amendment)
- Ordinance 2021-02 (Rezoning)
- Aerial Photo Map
- Proposed Future Land Use Map
- Proposed Zoning Map

## OVERVIEW REPORT

### PROJECT DESCRIPTION/REQUEST:

#### Project Location and Request:

The property is located at 4805 Church. This is a City-initiated Future Land Use Map Amendment from Low Density Residential to Medium Density Residential with site specific text amendment to allow a maximum of nine (9) dwelling units per acre and Rezoning from R-2 (Single and Two Family Residential) to Planned Unit Development (parcel numbers 04-33-25-0010-00004-0001 and 04-33-25-0010-00004-001C).

FUTURE LAND USE MAP AMENDMENT & REZONING	
Applicant	City of Bowling Green
Property Owner	NMB Investors LLC
Property Size	Approximately 2.05 acres
Previous Hearing Dates	2017 - Rezoning
Parcel ID	04-33-25-0010-00004-0001 and 04-33-25-0010-00004-001C
Future Land Use	Existing: Low Density Residential Proposed: Medium Density Residential (9 du/ac)
Zoning	Existing: R-2 (Single and Two Family Residential) Proposed: Planned Unit Development (PUD)

### SITE ANALYSIS:

#### Description of Property:

The parcels totaling approximately 2.05 acres are partially developed with Single Family Attached housing. The proposed amendments will recognize this development as well as the final phase of the development.

#### Future Land Use:

The property has a Future Land Use designation of Low Density Residential. This request is to change the Future Land Use (FLU) on the approximately 2.05-acre parcels to Medium Density Residential with a site-specific policy limiting the maximum density to nine (9) dwelling units per acre. A description of each Future Land Use designation, consistent with the City of Bowling Green Comprehensive Plan is provided below.

#### **Current FLU**

Policy 1.2(a): The **Low Density Residential** designation shall meet Bowling Green's housing demands for this range of density, promote efficient use of infrastructure, and protect existing single family neighborhoods. Single and two family housing units are permissible to a maximum density of 6 units per gross acre. Compatible public land uses are permissible to a maximum intensity of 0.5 FAR.

#### **Proposed FLU (underlined text is proposed text)**

Policy 1.2(b): The **Medium Density Residential** designation shall meet Bowling Green's housing demand for this range of density and promote efficient use of existing infrastructure.

Maximum density for Medium Density Residential is 12 units per gross acre. Compatible public land uses are permissible to a maximum intensity of 0.5 FAR.

i. Parcel Specific Limitations.

- i. Properties located at 4805 Church Avenue and West Central Street consisting of the following parcel ID numbers from the Hardee County Property Appraiser: 04-33-25-0010-00004-0001; and 04-33-25-0010-00004-001C

The approximately 2.05 acre site designated as Medium Density Residential shall be limited to a maximum density of nine (9) dwelling units per acre.

**Zoning:**

The property is zoned R-2 (Single Family Residential). This request is to rezone approximately 2.05 acre of the parent to Planned Unit Development. Proposed Conditions of Approval are provided.

**Surrounding Uses:**

The following table indicates the Existing Future Land Use, Zoning, and Existing Use for the property surrounding the site.

<u>Northwest:</u> FLU: Low Density Residential ZONING: R-2 (Single and Two Family Residential) EXISTING USE: Vacant	<u>North:</u> FLU: Low Density Residential; ZONING: R-1 (Single Family Residential) EXISTING USE: Residential	<u>Northeast:</u> FLU: Low Density Residential ZONING: R-1 (Single Family Residential) EXISTING USE: Residential
<u>West:</u> FLU: Low Density Residential ZONING: R-2 (Single and Two Family Residential) EXISTING USE: Vacant	<u>Subject Parcels</u> FLU: Low Density Residential ZONING: R-1 (Single Family Residential) PROPOSED ZONING: R-2 (Single and Two Family Residential) EXISTING USE: Residential	<u>East:</u> FLU: Low Density Residential ZONING: R-1 (Single Family Residential) EXISTING USE: Residential
<u>Southwest:</u> FLU: Low Density Residential ZONING: R-1 (Single Family Residential); R-2 (Single and Two Family Residential) EXISTING USE: Vacant	<u>South:</u> FLU: Medium Density Residential; Commercial Mixed Use ZONING: R-1 (Single Family Residential) EXISTING USE: Residential	<u>Southeast:</u> FLU: Medium Density Residential ZONING: R-1 (Single Family Residential) EXISTING USE: Residential

## **PUBLIC FACILITIES AND SERVICES ANALYSIS:**

The proposed Medium Density Residential Future Land Use and PUD zoning do not demonstrate any negative impacts on the City's public facilities and services.

### **Proposed PUD Conditions of Approval**

- 1) The private road shall be a minimum of 24' wide and paved to City standards. The private road shall be constructed within a minimum of 50' of right of way. The road shall be installed and maintained by the developer.
- 2) The minimum lot size shall be 7,500 square feet for each duplex building.
- 3) No more than eight (8) duplex buildings may be constructed.
- 4) The building setbacks are as follows:
  - a. Front Yard: 25'
  - b. Side Yard: 10'
  - c. Rear Yard: 20'
- 5) A six-foot-high opaque fence shall be installed on the western property line.
- 6) All stormwater improvements must be approved by the South Florida Water Management District.
- 7) The property must connect to City central water and wastewater.
- 8) The hammer head turnaround must be constructed consistent with engineering standards and must be approved by the City engineer and the County Fire Department.

**CITY COMMISSION MOTIONS:**

**ORDINANCE 2021-01: FLU Amendment**

1. I move the City Council approve Ordinance 2021-01 on first reading.
2. I move the City Council approve with changes Ordinance 2021-01 on first reading.

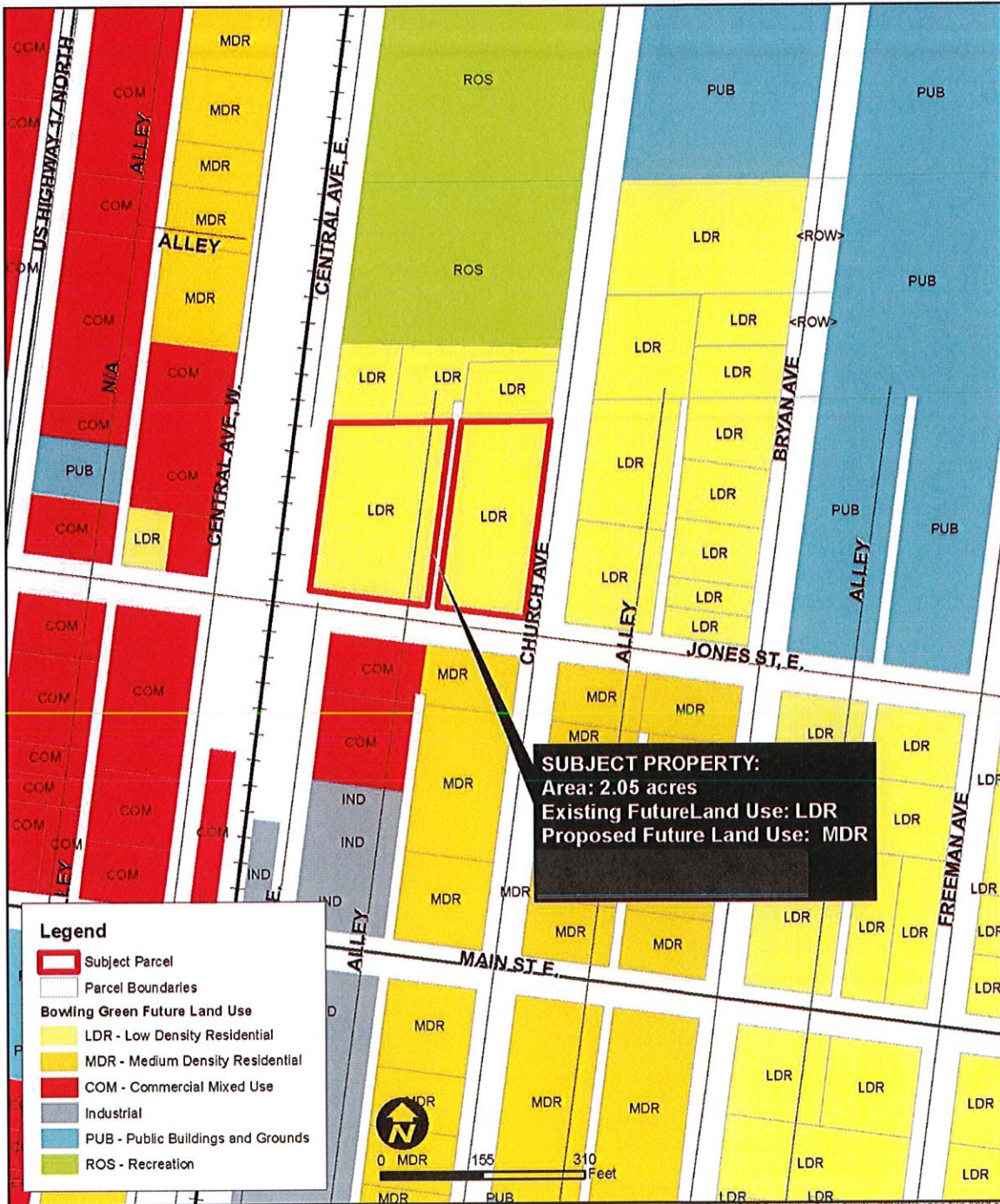
**ORDINANCE 2021-02: Rezoning**

1. I move the City Council approve Ordinance 2021-02 on first reading.
2. I move the City Council approve with changes Ordinance 2021-02 on first reading.

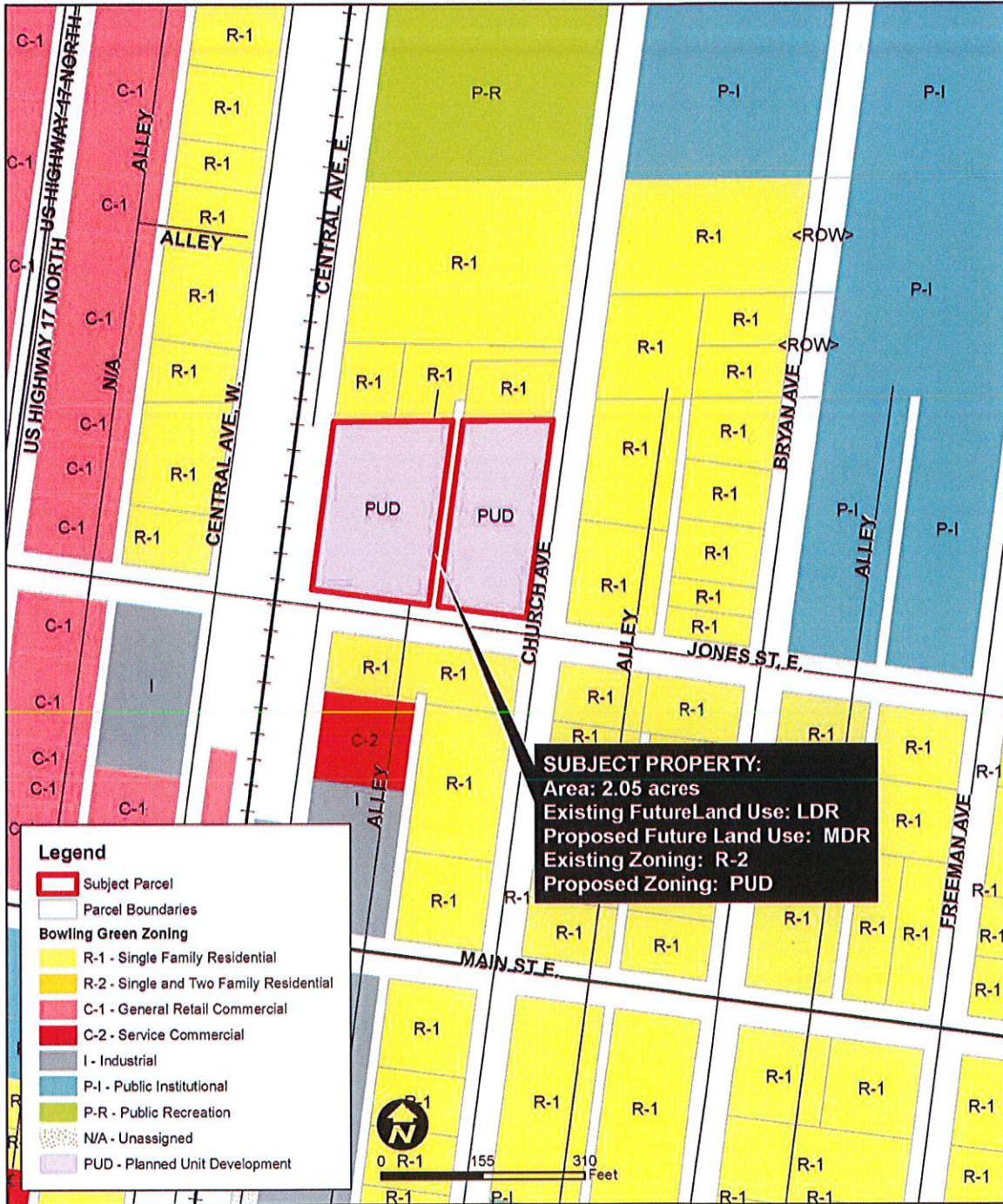
# CITY OF BOWLING GREEN AERIAL MAP



# CITY OF BOWLING GREEN FUTURE LAND USE MAP - EXISTING

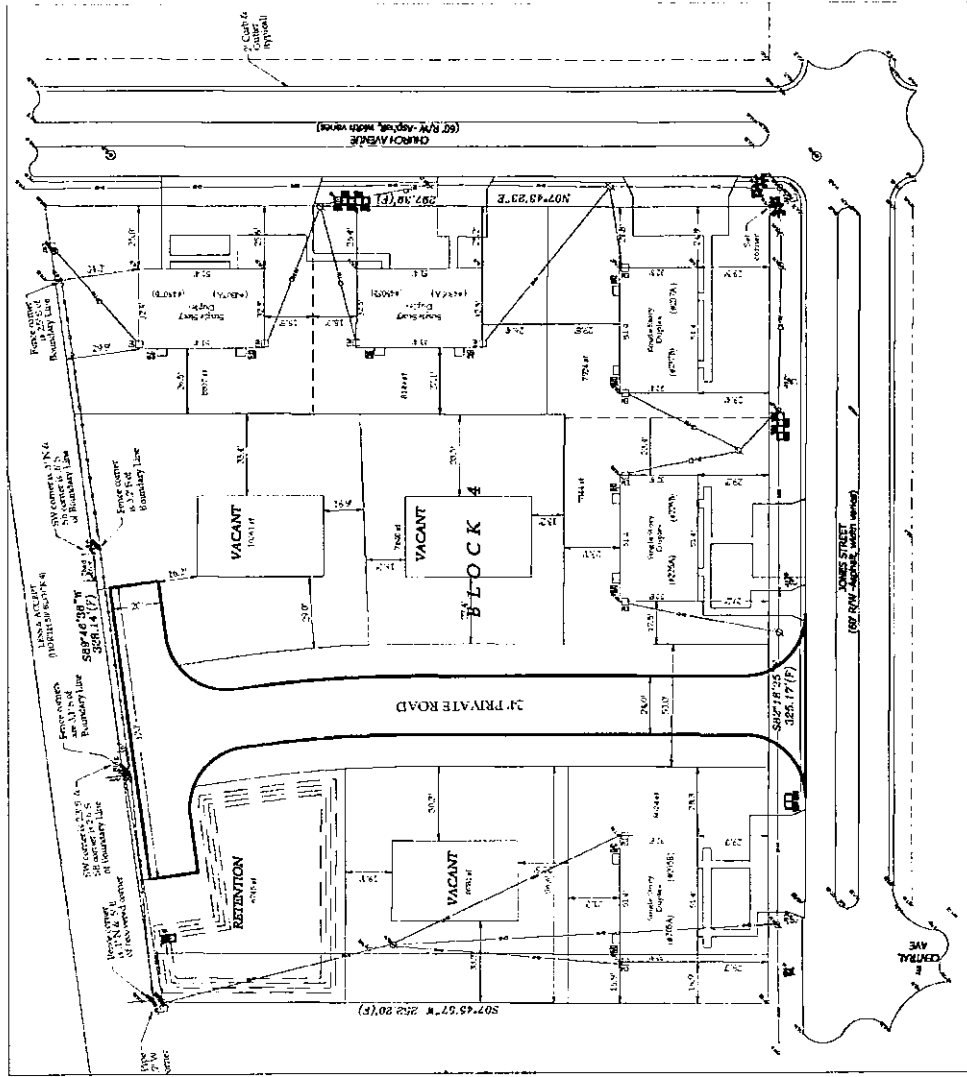


# CITY OF BOWLING GREEN ZONING MAP - PROPOSED





# Site Master Plan



**ORDINANCE NO. 2021-01**

**AN ORDINANCE OF THE CITY OF BOWLING GREEN, FLORIDA, AMENDING THE CITY OF BOWLING GREEN COMPREHENSIVE PLAN FUTURE LAND USE MAP, SPECIFICALLY AMENDING APPROXIMATELY 2.05 ACRES LOCATED AT 4805 CHURCH AVENUE (PARCEL NUMBER 04-33-25-0010-00004-0001) AND WEST CENTRAL AVENUE (PARCEL NUMBER 04-33-25-0010-00004-001C), FROM THE FUTURE LAND USE OF LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL; AND AMENDING THE FUTURE LAND USE ELEMENT POLICY 1.2.b. TO INCLUDE A SITE SPECIFIC POLICY LIMITING THE DENSITY OF THE PARCELS TO A MAXIMUM OF NINE (9) DWELLING UNITS PER ACRE; TRANSMITTING SAID AMENDMENT TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR NOTIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 163, Part II, *Florida Statutes*, establishes the Community Planning Act (“Act”), which empowers and mandates the City of Bowling Green, Florida (“City”), to plan for future development and growth and to adopt and amend comprehensive plans, or elements or portions thereof, to guide the future growth and development of the City; and

**WHEREAS**, pursuant to the Act, the City has adopted a comprehensive plan (“Comprehensive Plan”); and

**WHEREAS**, the Act authorizes a local government desiring to revise its comprehensive plan to prepare and adopt comprehensive plan amendments; and

**WHEREAS**, the City has prepared an amendment to the Future Land Use Map of the Comprehensive Plan to change certain property within the City with a Future Land Use classification of “Low Density Residential” to “Medium Density Residential;” and

**WHEREAS**, the City has prepared an amendment to the Bowling Green Comprehensive Plan Future Land Use Element to amend Policy 1.2b. to limit the maximum potential density of this site to nine (9) dwelling units per acre; and

**WHEREAS**, pursuant to Section 163.3187, *Florida Statutes*, the City Commission held a meeting and hearing on this Future Land Use Map and Text Amendment (Ordinance 2021-01), with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents; and

**WHEREAS**, in exercise of its authority, the City Commission has determined it necessary to adopt the proposed amendment to the Future Land Use Map and Text contained herein and as shown as Exhibit “A” and Exhibit “B” to encourage the most appropriate use of land, water and resources consistent with the public interest; and deal effectively with future problems that may result from the use and development of land within the City; and to ensure that the Comprehensive Plan is in full compliance with State law; and

**WHEREAS**, the City Commission finds that the proposed amendment to the Future Land Use Map and Future Land Use Element contained herein furthers the purposes of, and is consistent with, the City's Comprehensive Plan, and is consistent with and compliant with State law, including, but not limited to, Chapter 163, Part II, *Florida Statutes*.

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

**Section 1.** The Future Land Use Map of the City's Comprehensive Plan is hereby amended to include the map amendment set forth in Exhibit "A," attached hereto and incorporated herein by reference, which applies the "Medium Density Residential" Future Land Use designation to the property as designated on such Exhibit.

**Section 2.** The Policy 1.2.b. of Future Land Use Element of the City's Comprehensive Plan is hereby amended to include a site specific policy limiting the maximum potential density to nine (9) dwelling units per acre set forth in Exhibit "B," attached hereto and incorporated herein by reference.

**Section 3.** If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 4.** All existing ordinances or parts of existing ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 5.** An official, true, and correct copy of this Ordinance and the City's Comprehensive Plan, as adopted and amended from time to time, shall be maintained by the City Clerk. The City Clerk shall make copies available to the public for a reasonable publication charge.

**Section 6.** A copy shall be provided to the Florida Department of Economic Opportunity (hereinafter the "DEO"), as required by Section 163.3187, Florida Statutes.

**Section 7.** This small scale amendment shall not become effective until thirty-one (31) days after adoption. If challenged within thirty (30) days after adoption, the amendment shall not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a final order determining the adopted amendment is in compliance.

**INTRODUCED AND PASSED** on First Reading the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**PASSED AND DULY ADOPTED** on Second Reading with a quorum present and voting by the City Commission of the City of Bowling Green, Florida meeting in Regular Session this day of \_\_\_\_\_, 2021.

**CITY OF BOWLING GREEN**

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

**ATTEST:**

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Maria Carmen Silva, City Clerk

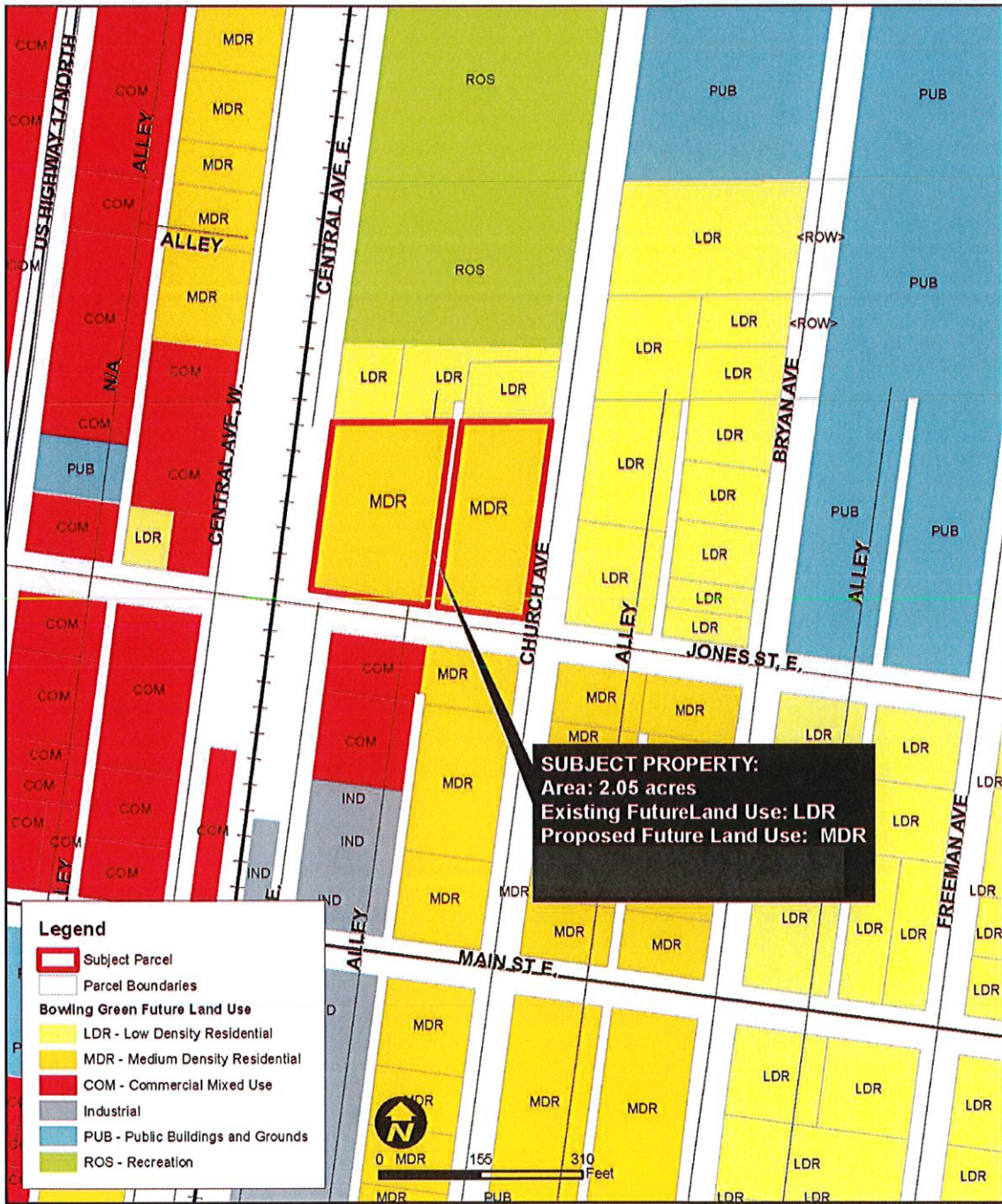
**Approved as to Form:**

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Gerald Buhr, City Attorney

ORDINANCE NO. 2021-01  
EXHIBIT "A"

CITY OF BOWLING GREEN  
**FUTURE LAND USE MAP - PROPOSED**



**ORDINANCE NO. 2021-01**  
**EXHIBIT "B"**

**Proposed Comprehensive Plan Future Land Use Element Site-Specific Amendment**

**Underlined text is proposed text.**

Policy 1.2(b): The **Medium Density Residential** designation shall meet Bowling Green's housing demand for this range of density and promote efficient use of existing infrastructure. Maximum density for Medium Density Residential is 12 units per gross acre. Compatible public land uses are permissible to a maximum intensity of 0.5 FAR.

i. Parcel Specific Limitations.

- i. Properties located at 4805 Church Avenue and West Central Street consisting of the following parcel ID numbers from the Hardee County Property Appraiser:  
04-33-25-0010-00004-0001; and  
04-33-25-0010-00004-001C

The approximately 2.05 acre site designated as Medium Density Residential shall be limited to a maximum density of nine (9) dwelling units per acre.

**ORDINANCE NO. 2021-02**

**AN ORDINANCE OF THE CITY OF BOWLING GREEN, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BOWLING GREEN FOR APPROXIMATELY 2.05 ACRES FROM R-2 (SINGLE AND TWO FAMILY RESIDENTIAL) TO PLANNED UNIT DEVELOPMENT LOCATED AT 4805 CHURCH AVENUE (PARCEL NUMBER 04-33-25-0010-00004-0001) AND WEST CENTRAL AVENUE (PARCEL NUMBER 04-33-25-0010-00004-001C); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, there has been an applicant-initiated request to amend zoning for the property described below; and

**WHEREAS**, the requested zoning is consistent with the Future Land Use Element of the Bowling Green Comprehensive Plan; and

**WHEREAS**, the City Commission of the City of Bowling Green held meetings and hearings regarding the parcels show on Exhibit "A", the conditions of approval on Exhibit "B", and the binding master plan on Exhibit "C" with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including supporting documents; and

**WHEREAS**, in exercise of its authority, the City Commission of the City of Bowling Green has determined it necessary to amend the Official Zoning Map to change the City zoning classification assigned to this property.

**BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOWLING GREEN, FLORIDA (HEREINAFTER REFERRED TO AS THE "CITY"), AS FOLLOWS:**

1. The parcels are described as located at 4805 Church Avenue and West Central Street (Parcel Numbers 04-33-25-0010-00004-0001 and 04-33-25-0100-00004-0010) as shown in Exhibit "A" attached hereto.
2. The parcel is described as located at 4805 Church Avenue and West Central Street (Parcel Numbers 04-33-25-0010-00004-0001 and 04-33-25-0100-00004-0010) as shown in Exhibit "A" attached hereto.
3. The parcels, as platted and described above, constitute less than five percent (5%) of the municipally-zoned area of the City; and
4. That any section, paragraph, or portion which may be deemed illegal or unconstitutional shall not affect any other section of this ordinance.
5. That all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

6. An official, true, and correct copy of this Ordinance and the City's Land Development Code, as adopted and amended from time to time, shall be maintained by the City Clerk. The City Clerk shall make copies available to the public for a reasonable publication charge.

**INTRODUCED AND PASSED** on First Reading this \_\_\_\_ day of \_\_\_\_\_, 2021.

**PASSED AND DULY ADOPTED**, on Second Reading with a quorum present and voting, by the City Commission of Bowling Green, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF BOWLING GREEN**

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

**Attest:**

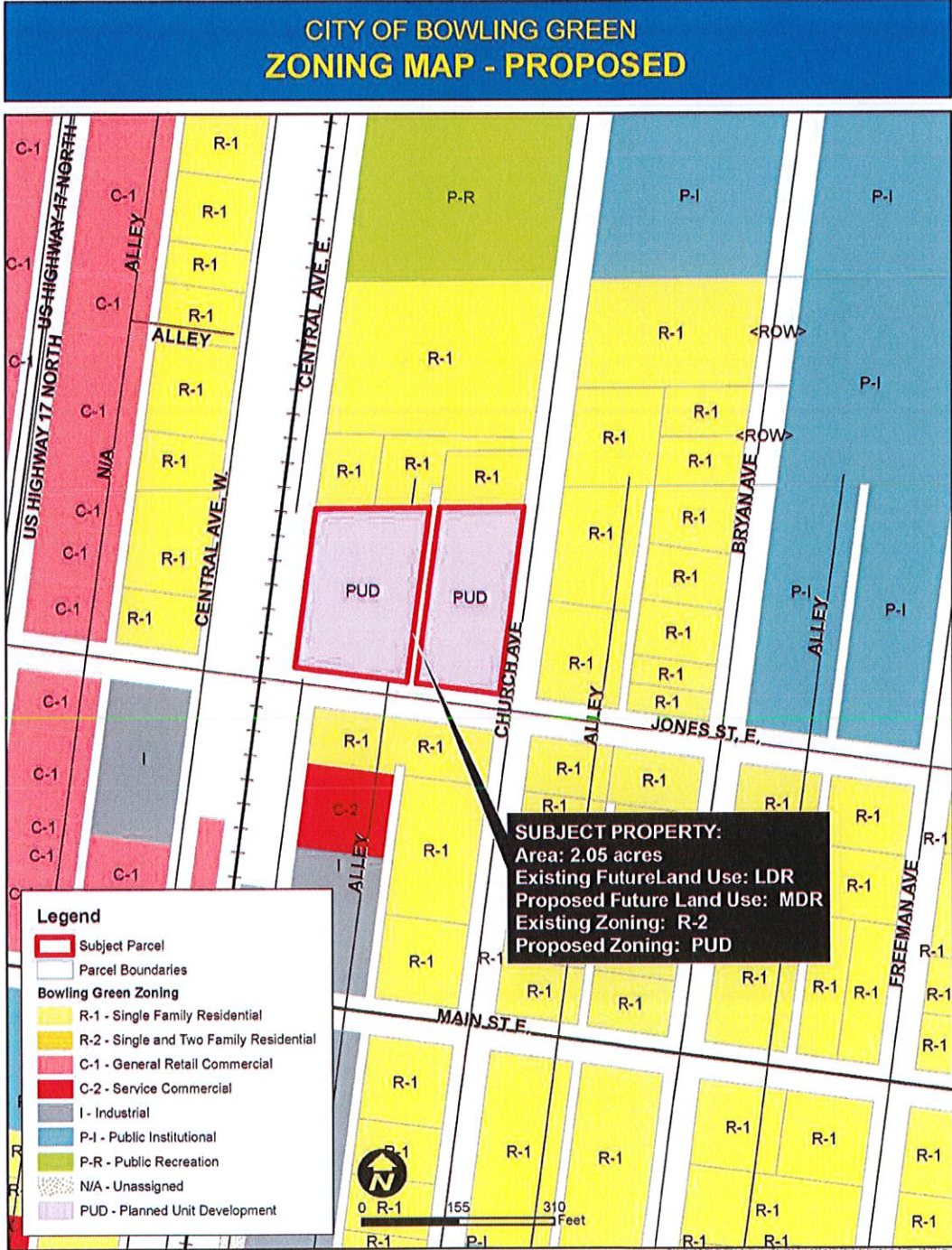
\_\_\_\_\_  
Maria Carmen Silva, City Clerk

**Approved as to Form:**

\_\_\_\_\_  
Gerald Buhr, City Attorney



**ORDINANCE NO. 2021-02  
EXHIBIT "A"**



**ORDINANCE NO. 2021-02**  
**EXHIBIT "B"**

Conditions of Approval

- 1) The private road shall be a minimum of 24' wide and paved to City standards. The private road shall be constructed within a minimum of 50' of right of way. The road shall be installed and maintained by the developer.
- 2) The minimum lot size shall be 7,500 square feet for each duplex building.
- 3) No more than eight (8) duplex buildings may be constructed.
- 4) The building setbacks are as follows:
  - a. Front Yard: 25'
  - b. Side Yard: 10'
  - c. Rear Yard: 20'
- 5) A six-foot-high opaque fence shall be installed on the western property line.
- 6) All stormwater improvements must be approved by the South Florida Water Management District.
- 7) The property must connect to City central water and wastewater.
- 8) The hammer head turnaround must be constructed consistent with engineering standards and must be approved by the City engineer and the County Fire Department.

